NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

(AUGUST 18, 2015) (WEEK 34 OF 2015)

Agenda and Minutes also available at
www.woodburycountyiowa.gov

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@woodburycountyiowa.gov	mark@mudflap.com	jasmith@woodburycountyiowa.gov	jeremytaylor@cableone.net	matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held August 18, 2015 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

3:30 p.m. 1. Closed Session {Iowa Code Section 21.5(1)(c)}

3:45 p.m. 2. Closed Session {Iowa Code Section 21.5(1)(c)}

4:30 p.m. 3. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

4. Citizen Concern — Information

5. Approval of the agenda August 18, 2015 — Action

6. Approval of the minutes of August 11, 2015 meeting — Action

7. Discussion and approval of claims — Action

8. City of Sioux City – Erika Newton
   Discussion on Roger Brooks Community Assessment Program — Information

9. RML Architect – Mike Neswick
   a. Authorize Chairman to sign agreement with RML Architect for Law Enforcement Center entrance plaza — Action
   b. Authorize Chairman to sign agreement with RML Architect for Courthouse passenger elevators — Action

10. Human Resources – Ed Gilliland
    a. Approval of Memorandum of Personnel Transactions — Action
    b. Informational discussion on the placement of a contaminant mitigation shed behind the Law Enforcement Center for removal of soil and water pollutant from beneath and near the LEC — Information
    c. Approval of Memorandum of Understanding regarding Sheriff Reserve among Sheriff, Board of Supervisors and CWA, Discussion and action — Action
    d. Approval of resolution thanking and commending Anthony Gaul for service to Woodbury County — Action

11. Board Administration/Public Bidder – Karen James
    a. Approval of Resolution for Notice of Property Sale Parcel #228390 — Action
    b. Approval of Resolution for Notice of Property Sale Parcel #175365 — Action

12. County Treasurer – Mike Clayton
    a. Approval of resolutions for abatement of taxes for parcels #864307129003 #864306376009, #894823203004, #894730238013, #894729405019, #894735110012, #894726109001, #894729157004, #894824481009, #8914729152005, #894726258003, #894722127005, #894721226023, #894729438002, #864426381004, #894729181023, #894823253005, #894823253005, #894729285003, #894728111007 — Action
    b. Approval of resolution for abatement of taxes for Woodbury County, Iowa — Action
    c. Approval of resolutions for abatement of taxes for parcels #864529431913 #894407200902, #884702200902, #894432131925, #874721100001 — Action

13. WCICC – John Malloy
    Approval of Amendment No. 1 to the Intergovernmental Agreement creating The Woodbury County Information and Communications Commission — Action

14. Building Services – Kenny Schmitz
    a. Presenting budget and energy summary — Information
    b. Permission to purchase Skid Loader and attachments — Action
    c. Move forward with option #1 design for the LEC entrance plaza — Action

15. Secondary Roads – Mark Nahra
    a. Consideration of reapproval of the plans for project number ER-CO97 (124)—58-97, repairs to storm damaged areas on various federal aid County highways — Action
    b. Consideration of approval of the plans for project number L-C(N48)—73-97 Precast Concrete Box Culvert replacement of an existing structure — Action
    c. Consideration of permits for work within the Highway Right of Way for Greg Smith to improve entrance and ditch near machine shed within the Right of way with the right of way — Action
    d. Consideration of permit for installation of underground telephone lines within the Highway Right of Way for Schaller Telephone Company to relocate lines to accommodate four lane Hwy 20 construction — Action

16. Rural Economic Development – David Gleiser
    Economic Development Assistance Contract by AG Processing, Inc. (AGP) Woodbury County and the Iowa Economic Development Authority (IEDA) — Action

17. Board of Supervisors – Matthew Ung
    Approval of a resolution urging the Sioux Rivers Regional MHDS Governance Board to amend recent changes to the 28E agreement forming the region to comport with Iowa law — Action

18. Reports on committee meetings — Information

19. Citizen's Concerns — Information

20. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, AUGUST 18	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech
WEDNESDAY, AUGUST 19	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, AUGUST 20	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, AUGUST 24	**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, AUGUST 25	**1:30 p.m.**	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
TUESDAY, SEPTEMBER 1	**4:45 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, SEPTEMBER 2	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
TUESDAY, SEPTEMBER 8	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, SEPTEMBER 9	**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, SEPTEMBER 10	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, SEPTEMBER 15	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, SEPTEMBER 16	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, SEPTEMBER 17	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa

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

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

#6

AUGUST 11, 2015 — THIRTYTHIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 11, 2015 at 4:30 p.m. Board members present were [illegible] Smith, and Ung; Taylor was absent. Staff members present were Karen James, Board Administrator, D[illegible] Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

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

2. There were no citizen concerns.

3. Motion by Smith second by Ung to approve the Agenda for August 11, 2015. Carried 4-0. Copy filed.

4. Motion by Clausen second by Smith to approve the minutes of the August 4, 2015 Board meeting. Carried 4-0. Copy filed.

5. Motion by Ung second by Clausen to approve the county's claims totaling $502,955.80. Carried 4-0. Copy filed.

6a. Motion by Clausen second by Smith to approve the separation of Kyle Hardisty, Temporary Summer Laborer, Secondary Roads Dept., effective 07/31/15. End of Temporary Work; and the separation of James Hayden, Temporary Engineering Aide, Secondary Roads Dept., effective 8/14/15. End of Temporary Work. Carried 4-0. Copy filed.

6b. Motion by Smith second by Ung to approve the employee flu shots. Carried 4-0. Copy filed.

6c. Motion by Ung second by Clausen to approve the employee wellness screenings. Carried 4-0. Copy filed.

6d. Motion by Clausen second by Ung to the reinstatement of vacation. Carried 4-0. Copy filed.

7a. Motion by Clausen second by Smith to approve and receive for signatures a Resolution thanking and commending Barbara Schultz for her years of service to Woodbury County. Carried 4-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,230
A RESOLUTION THANKING AND COMMENDING
BARBARA SCHUTLZ
FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Barbara Schultz has capably served Woodbury County as an employee of the Woodbury County Conservation Department for 17 years from April 20, 1998 to August 28, 2015; and

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

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

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

BE IT SO RESOLVED this 11th day of August, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7b. Motion by Smith second by Ung to approve the lifting of tax suspension for Catherine Goertz, 1219 Virginia St., Sioux City. Carried 4-0. Copy filed.

8. Motion by Clausen second by Ung to receive the Veteran Affairs Quarterly Report. Carried 4-0. Copy filed.

9a. Bid letting was held at 4:40 p.m. for propane for heating buildings for Conservation, Emergency Management, the Anthon Courthouse, and Secondary Roads Dept. The bids are as follows:

Johnson Propane, Battle Creek, IA	$30,366.00
Sapp Bros Petroleum Inc., Sioux City, IA	$34,704.00
First Coop Association, Cherokee, IA	$44,344.00

Motion by Clausen second by Smith to award the bid for propane to Johnson Propane, Battle Creek, IA for $30,366.00 for heating buildings for Conservation, Emergency Management, the Anthon Courthouse, and Secondary Roads Dept. . Carried 4-0. Copy filed.

9b. Bid letting was held at 4:45 p.m. for calcium chloride for winter snow removal use for the Secondary Roads Dept. The bids are as follows:

Scotwood Industries Inc., Overland Park, KS	$63,571.20
Univar USA Inc., Bedford Park, IL 60638	$123,200.00

Motion by Ung second by Smith to award the bid for calcium chloride to Scotwood Industries, Inc., Overland Park, KS for $63,571.20. Carried 4-0. Copy filed.

9c. Motion by Clausen second by Ung to approve a contract for project #L-C(N91)—73-97, replacement of a county culvert N91 on 260th St. south of Anthon with L.A. Carlson Construction for $188,546.60. Carried 4-0. Copy filed.

9d. Motion by Smith second by Ung to approve a contract for project FEMA 13—73-97, replacement of the Fayette Ave. culvert west of Moville with L.A. Carlson Construction for $84,993.00. Carried 4-0. Copy filed.

9e. Motion by Ung second by Clausen to approve the permit to work in the Highway Right of Way for Brett Neumann. Carried 4-0. Copy filed.

9f. Motion by Clausen second by Ung to approve the Cooperative Agreement for an Interchange Justification Report, Agreement #2015-16-260. Carried 4-0. Copy filed.

10. There were reports on committee meetings.

11. Citizen's concerns.

12. There were discussions of board concerns.

The Board adjourned the regular meeting until August 18th, 2015.

Meeting sign in sheet. Copy filed.

#8

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: **August 13th , 2015**

Weekly Agenda Date: **August 18th, 2015**

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: **Erika Newton – Executive Director, Tyson Event Center**

SUBJECT: **Discussion on Roger Brooks Community Assessment Program**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM:

Discussion on Roger Brooks Community Assessment Program

EXECUTIVE SUMMARY:

Roger Brooks is known as the expert on destination branding. He will be in Sioux City the week of April 4th to assess Sioux City's assets and come up with a plan that shows us what our "niche" should be in attracting more visitors to spend more dollars in our community. Community Assessments end with a presentation to all stakeholders about Roger's discoveries that include a review of 60 critical items that all determine whether our community is considered a place to invest in, move to, establish a business in, or visit for leisure purposes.
A video about Roger's Community Assessments can be found at the link here, and I have also included a brochure, attached, with more detailed information:
http://www.rogerbrooksinternational.com/community-assessment/

BACKGROUND:

FINANCIAL IMPACT: The price for this assessment is $25,000. Funding mechanisms in place thus far are the Chamber ($2,500), the Siouxland Initiative ($2,500), Downtown Partners ($5,000), the City ($5,000), and a potential state tourism grant that we should hear about by August 31st ($5,000). We are looking for another $5,000 partner to make up the difference, and total the full $25,000

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

Karen James - Fwd: County Agenda / Roger Brooks Community Assessment

From: Mark Monson <mark@mudflap.com>
To: Karen James <kjames@sioux-city.org>
Date: 8/13/2015 7:48 AM
Subject: Fwd: County Agenda / Roger Brooks Community Assessment
Attachments: 2014 Assess Brochure-LowRes.pdf

Karen,

Please write this up as an agenda item for next Tuesday. Be sure to include the link in the middle. If you have questions - call. Goes in Erika□s name.

Send me a copy when done.

Thanks

Mark

Begin forwarded message:

The community assessment would take place in April 2016.

Some background:

Roger Brooks is known as the expert on destination branding. He will be in Sioux City the week of April 4th to assess Sioux City's assets and come up with a plan that shows us what our "niche" should be in attracting more visitors to spend more dollars in our community. Community Assessments end with a presentation to all stakeholders about Roger's discoveries that include a review of 60 critical items that all determine whether our community is considered a place to invest in, move to, establish a business in, or visit for leisure purposes.
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The price for this assessment is $25,000. Funding mechanisms in place thus far are the Chamber ($2,500), the Siouxland Initiative ($2,500), Downtown Partners ($5,000), the City ($5,000), and a potential state tourism grant that we should hear about by August 31st ($5,000). We are looking for another $5,000 partner to make up the difference, and total the full $25,000.

This exercise should prove extremely beneficial to this entire region, with the addition of Hard Rock and all of the entertainment and economic development growth our community is currently experiencing.

Thank you for your consideration!
Erika

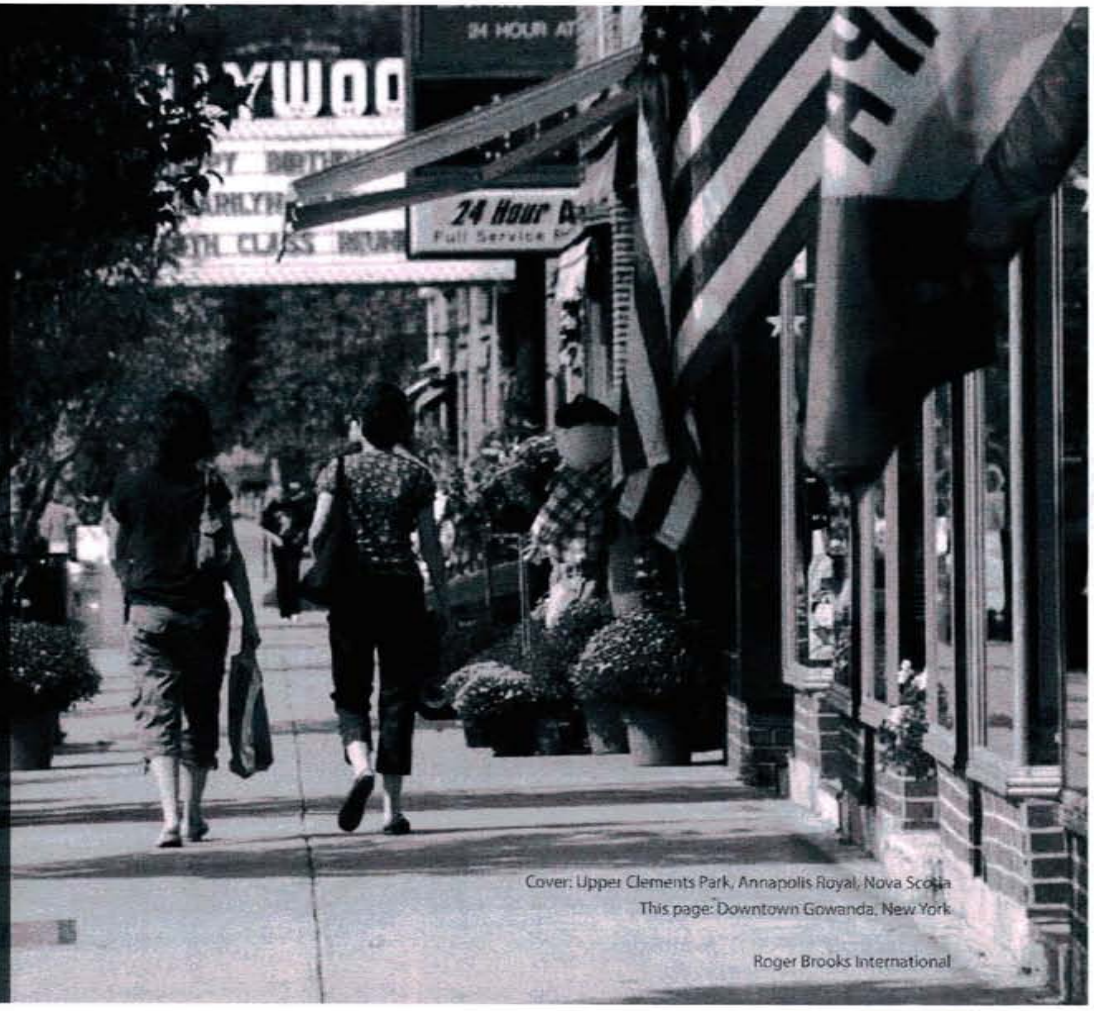
Erika Newton
Executive Director
Tyson Events Center / Gateway Arena
Orpheum Theatre
Sioux City Convention Center
712-279-4817 (office)
712-899-3024 (mobile)
enewton@sioux-city.org

Community
Assessment
Program
"WHAT A
GREAT
START!"
ROGER BROOKS
International

About Roger Brooks International

Every place has the potential of becoming an outstanding destination – for business, residents and visitors. Move beyond old-model strategic plans and feel-good generic marketing to find smart, practical solutions for success that lasts.

Roger Brooks and his team inspire people to see the possibilities. We've helped nearly 1,000 communities in North America and are masters at getting people to work together and at finding those special qualities that set places apart.



Cover: Upper Clements Park, Annapolis Royal, Nova Scotia
This page: Downtown Gowanda, New York

Roger Brooks International

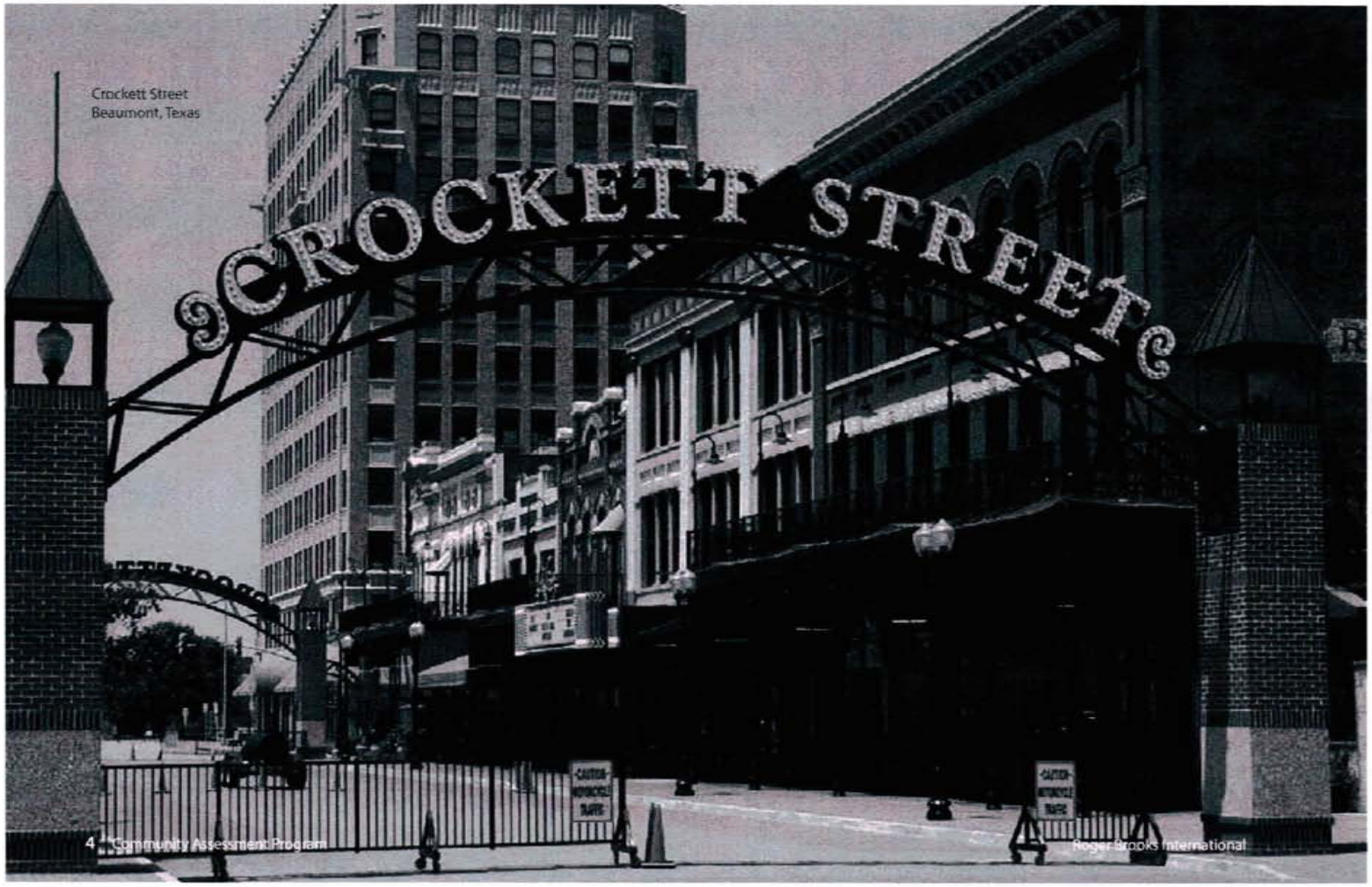
Community Assessments

One of the most powerful features of the Roger Brooks International (RBI) Community Assessment is its fresh, objective viewpoint – a thorough review of your community through the eyes of a first-time visitor. This was made very clear to us when we were asked to perform an assessment of our own region, Thurston County (population 200,000). Having lived there seven years, CEO Roger Brooks knew he couldn't scrutinize the area objectively.

So Roger brought in Rhonda of Huntsville, Texas. Rhonda knew the value of the assessment because RBI had completed a Tourism Development Action Plan based on findings there, but she'd never been to Thurston County. Roger rode along with her as she explored the cities, getting lost, frustrated, missing attractions, and avoiding certain areas because of their poor appearance. What Rhonda noticed, missed, and how she felt were so revealing, Roger was sometimes shocked at this new perspective of his own community.

Like Rhonda, tens of thousands of people come into communities for the first time each year. They're considering sites for business and industry or they're assessing whether this is a place where they'd like to live, work or visit. What are their perceptions? What do they see and what do they miss? Is the community doing all it can to "close the sale?" Are businesses missing chances to pull people in the door? What opportunities are passing you by?

Vibrant communities that offer great quality of life for their residents, a thriving



Crockett Street
Beaumont, Texas

business climate, and visitor appeal don't just happen by themselves. They need careful planning based on an honest, objective foundation.

Nearly 1,000 places throughout North America have hired Roger Brooks International to complete Community Assessments – RBI's most popular program – because they want to become outstanding destinations. They know they're missing vital opportunities, but on their own they "can't see the forest for the trees."

Do you want to increase visitor spending? Encourage locals to do more shopping in their own downtown? Attract new business? Help existing businesses become more profitable? Foster a greater sense of community?

The Community Assessment does exactly this - and more - while providing a solid platform for your branding, product development and marketing efforts.

Customers have enthusiastically said they've received more benefit from RBI's Community Assessment than any other plan they've ever commissioned.

We know firsthand what a powerful tool it is. With our assistance and Rhonda's assessment, the communities of Thurston County have been implementing more than 40 suggestions, helping them increase visitor spending and become a more vibrant, successful community.

A Street Magician at Work
Cannon Beach, Oregon

Roger Brooks International

What to Expect: Assessment Logistics

The Roger Brooks International Community Assessments can be customized to include a city or town, multiple communities, a county, or region. It can be tailored to focus on specific needs such as branding, wayfinding signage and websites, or it can be narrowed to a specific area, such as a downtown district.

The typical assessment process is as follows, but it can vary depending on the size and scope of the project.

1. **Scheduling**

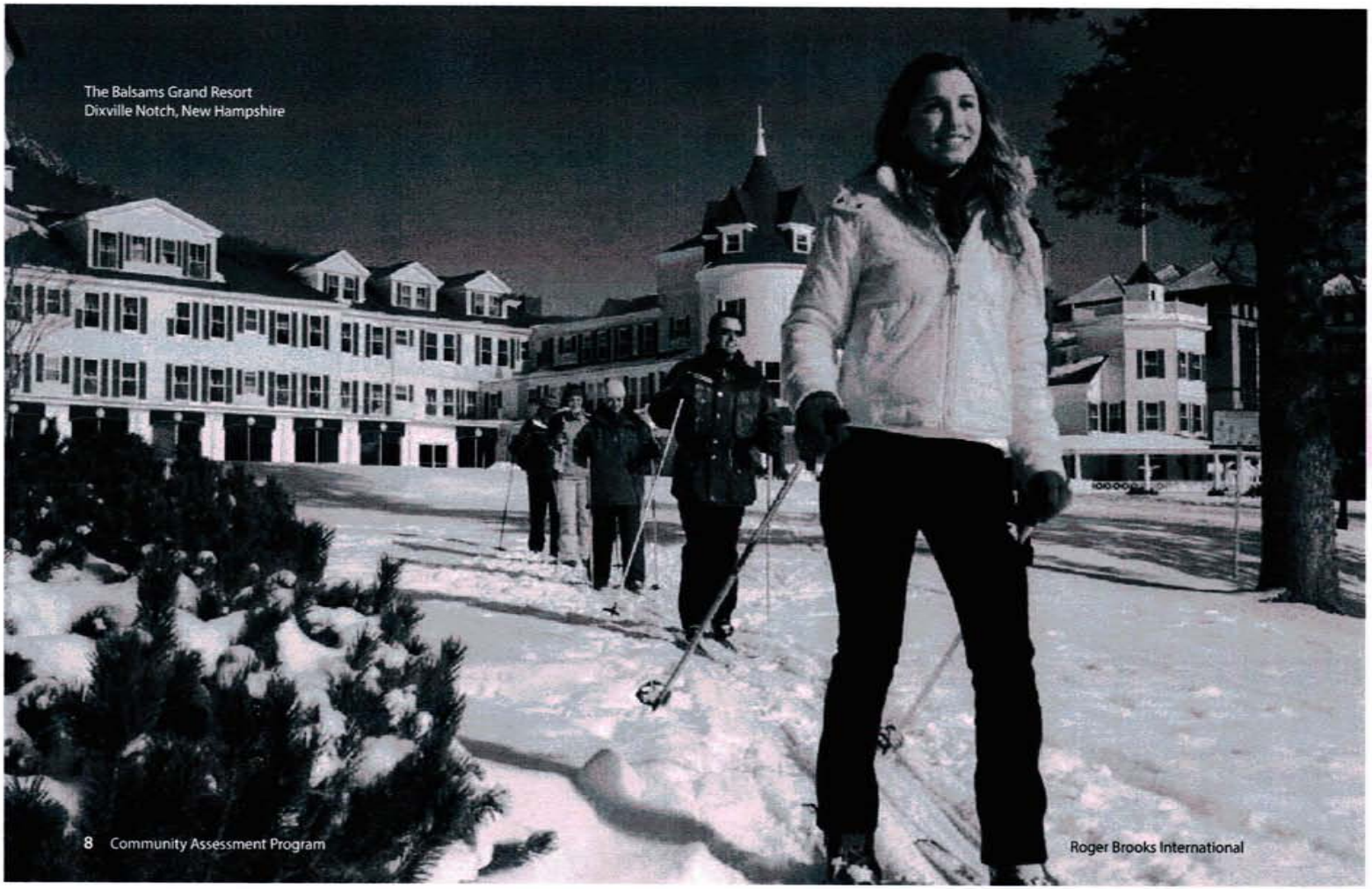
   The assessment process is a week-long effort, so confirming time on Roger's calendar is essential. We prefer to visit the community during the peak season but are happy to work with you to determine the best timing.

2. **Marketing Assessment**

   A Review of marketing materials from various organizations: economic and community development, tourism and downtown promotion, relocation kits, visitor guides, copies of ads, and website addresses for various community organizations. We'll professionally review your collective marketing efforts, offering ideas and suggestions to make them even better at closing the sale.

3. **Onsite Assessment & Workshop**

   Day 1: Travel to the area and see the activities, shopping, and dining available during the evening. Seventy percent of consumer spending happens after 6:00 p.m., so this is an important element of the assessment process.


The Balsams Grand Resort
Dixville Notch, New Hampshire
Roger Brooks International

Day 2: Roger "secret shops" the community, applying the 60 ingredients (see page 11) to his review. He starts approximately ten miles from town, gradually narrowing the focus to key spending districts and amenities, taking nearly 200 photographs along the way. This progression reveals your community through the eyes of a first-time visitor – honest and objective – whether as an investment opportunity, a place to move a business, live or visit. Roger begins processing the photos that evening.

Day 3: It takes about eight hours to put together the Assessment Findings & Suggestions Workshop. Roger spends the day building the presentation to showcase low-cost ideas, solutions, and things you can do today to make a difference tomorrow. Always fun, entertaining and informative, the two-and-a-half hour workshop explains how to become an even stronger destination. It can take place this evening or the following morning.

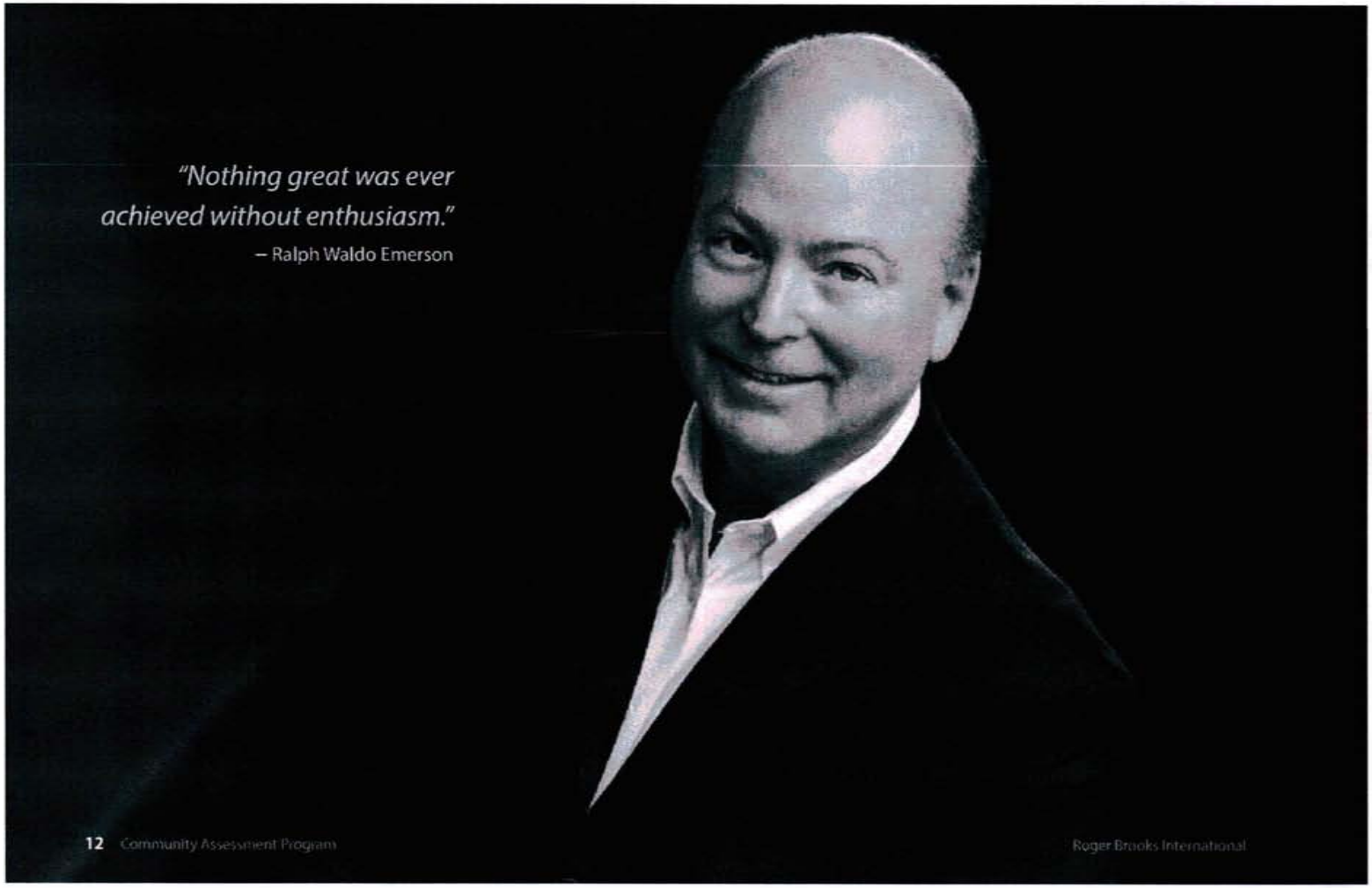
4. **Deliverables and Assessment Report**

   Roger Brooks International will provide a compressive Assessment Findings & Suggestions Report which includes six printed and bound copies, plus the report in PDF form for printing additional copies.

Halifax, Nova Scotia

Sixty Key Elements Reviewed in Your Community

- Vehicular wayfinding
- Pedestrian wayfinding
- Business mix in downtown districts
- Community gateways
- Downtown gateways
- Crosswalks
- Pedestrian accessibility
- Business operating hours
- Customer service (retail)
- Retail signage
- Exterior retail displays
- Sandwich boards
- Temporary/portable signs
- Streetscapes
- Water features
- Public art
- Gathering places (public/private)
- Outdoor dining
- Internet accessibility
- Billboards/outdoor marketing
- Retail beautification
- Critical mass/clustering
- Attractions mix
- Seasonality
- Recreational activities
- Supporting vendors
- Evening activities
- Visitor information availability
- Cross-selling ability
- Diversionary activities
- Primary draw/opportunities
- Historical attractions/museums
- Cultural activities/facilities
- Parking (time limits, availability)
- Pedestrian accessibility
- Parks and public spaces (outdoor)
- Public assembly spaces (indoor)
- Facades and architecture
- Linkages: Activities and amenities
- Supporting services/amenities
- Overall quality (retail, business mix)
- Brands and perceptions
- Curb appeal
- Community maintenance
- Beautification (public access areas)
- Pole banners
- Anchor businesses
- Hidden gems
- Continuity
- Visual cues, first impressions
- Residential neighborhoods
- Entry point impressions
- Access and egress from highways
- Transportation (rail, ferry, public)
- Industrial areas
- Community arts programs
- Safety factors – day, night
- Invitations vs. rejections (retail)
- Use of technology
- Lodging facilities


"Nothing great was ever
achieved without enthusiasm."
– Ralph Waldo Emerson

About Roger Brooks

"I've been attending this conference every year for nearly 40 years and I've never seen as good a speaker as you. That was fantastic!" - Travel industry professor at the University of Wisconsin talking to Roger Brooks

There are very few change-agents on the planet who have motivated more people in more places than Roger Brooks has in the travel industry. Over the past 30 years Roger has helped thousands of people transform ordinary places, businesses, and attractions into incredibly successful destinations.

One of the most recognized and frequently quoted experts in the travel industry, Roger inspires and empowers audiences around the world to achieve their highest aspirations. He is extraordinarily dynamic. He's also very funny, combining humorous video clips and fascinating real-life stories, while providing steps, rules and ingredients – bottom line solutions – that every audience member can implement today to make a positive difference tomorrow.

Roger began his career in the concert industry providing tour management services for international recording artists including The Eagles, Fleetwood Mac, Chicago, Earth Wind and Fire, and others, culminating in the famous Saturday Night Fever Tour with the Bee Gees.

From there he spent ten years assisting in the development and marketing of acclaimed destination resorts including Whistler Resort in British Columbia; Harbour Town on Hilton Head Island, South Carolina; Sunriver Resort in Central Oregon, and several others.

Roger has since worked with nearly a thousand communities, as well as many states, provinces, national parks, and countries in their branding, product development and marketing efforts. And beyond the public sector, Roger has worked with trade associations and businesses in the lodging, retail, and restaurant industries as well as attractions, tour operators and providers, marketing agencies, and the travel media. He is the go-to expert for anyone with ties to the travel industry or in downtown development where most travel spending takes place.

A board member of the U.S. Travel Association and author of the popular book "Your Town: A Destination – The 25 Immutable Rules of Successful Tourism," Roger has become one of the world's most popular keynote speakers and authorities in the travel industry.

There is simply no one who can get an audience pumped up and excited about making something happen as well as Roger. It's not surprising his personal motto is Ralph Waldo Emerson's statement: "Nothing great was ever achieved without enthusiasm." His enthusiasm is contagious, so let Roger empower your audience to reach new heights.

What are People Saying?

"Wow! What a wonderful day! You did such a remarkable job getting Manteca to think about its future. I have had so many good comments and numerous calls thanking us for the assessment. Thanks for making us look so good!"

– Linda Abeldt
Executive Director
Manteca California CVB

"We had such a great time with Roger. Everyone is pumped and my challenge is to move all that energy forward! People are e-mailing me and stopping me in the streets to talk about the Assessment. Safe to say this was a huge success."

– Trudy Curley
Director Bluenose Coast Tourism
Association, Nova Scotia

"My phone has not stopped ringing since Tuesday night! Response has been beyond anything I ever anticipated. Your assessment has galvanized our community to move forward to 'Make a difference."

– Mayor Donnetta Walser
City of Monroe, WA

Contact Us

Roger Brooks International
24654 N. Lake Pleasant Pkwy
Suite 103-487
Peoria, AZ 85383

Tel: 206 241 4770

Email: becky@RogerBrooksTeam.com

www.RogerBrooksInternational.com

ROGER BROOKS International

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#9a

AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 10th day of August
in the year 2015
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Woodbury County, Iowa
Woodbury County Board of Supervisors
Woodbury County Courthouse
7th & Douglas Streets
Sioux City, IA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, address and other information)

RML Architects, LLC.
922 Douglas Street
Sioux City, IA 51101
(712) 293–0332

for the following Project:
(Name, location and detailed description)

Exterior Entrance Plaza
Woodbury County Law Enforcement Center
7th & Douglas Streets
Sioux City, IA

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Remove and replace the exterior concrete entrance steps and plaza at the Woodbury County Law Enforcement Center.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

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approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

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Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services (Four) (4) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within (Twelve) (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner

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regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- [x] Arbitration pursuant to Section 8.3 of this Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At normal hourly rates with a maximum of $22,500 plus reimbursable expenses. See attached schedule of hourly rates.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the Architect's normal hourly rates. A copy of which is attached hereto.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the Architect's normal hourly rates. A copy of which is attached hereto.

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	percent (	%)
Construction Documents Phase:	percent (	%)
Construction Phase:	percent (	%)
Total Basic Compensation	one hundred percent (	100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

See attached schedule of reimbursable expenses.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1½% per month on the overdue balance

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	MIKE NESWICK, PARTNER *(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the 10th day of August
in the year 2015
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Woodbury County, Iowa
Woodbury County Board of Supervisors
Woodbury County Courthouse
7th & Douglas Streets
Sioux City, IA

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, address and other information)

RML Architects, LLC.
922 Douglas Street
Sioux City, IA 51101
(712) 293–0332

for the following Project:
(Name, location and detailed description)

Update two passenger Elevators
Woodbury County Courthouse
7th & Douglass Streets
Sioux City, IA

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Update the equipment and controls for the two passenger elevators at the Woodbury County Courthouse. Coordinate this update with the state of Iowa Historical Architects.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

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approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

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Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Four (4) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner

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regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- [X] Arbitration pursuant to Section 8.3 of this Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

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§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

$30,000 (Thirty Thousand Dollars)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the Architects' normal hourly rates. A copy of which is attached hereto.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

At the Architects' normal hourly rates. A copy of which is attached hereto.

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	percent (25 %)
Construction Documents Phase:	percent (50 %)
Construction Phase:	percent (25 %)
Total Basic Compensation	one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

See attached schedule of reimbursable expenses.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1½% per month on the overdue balance

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	MIKE NESWICK, PARTNER *(Printed name and title)*

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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#10a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 8-13-15

Weekly Agenda Date: 8-18-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Memorandum of Personnel Transactions

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Approval of Memorandum of Personnel Transactions

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve the Memorandum of Personnel Transactions

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: August 18, 2015

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Hudson, Ariel	County Sheriff	8/21/15	Civilian Jailer	$17.48/hour		A	Job Vacancy Posted 7-1-15. Entry Level Salary: $17.48/hour.
McKenna, Shawn	Secondary Roads	8/19/15	Equipment Operator	$20.71/hour		A	Job Vacancy Posted 5-27-15. Entry Level Salary: $20.71/hour

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR Gloria Mollet

WOODBURY COUNTY

HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

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

SUBJECT: Memorandum of Personnel Transactions

DATE: August 18, 2015

For the August 18, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Appointment of a Civilian Jailer
2) Appointment of an Equipment Operator

Thank you

#10b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 8-13-15

Weekly Agenda Date: 8-18-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Remediation Shed and the LEC

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☒	Attachments ☒

WORDING FOR AGENDA TIME:

Informational discussion on the placement of a contaminant mitigation shed behind the Law Enforcement Center for removal of soil and water pollutant from beneath and near the LEC.

EXECUTIVE SUMMARY:

A meeting is scheduled with DNR, Cunningham Lindsay, and the contractor for August 27, 2015. Final plans should be approved at that time for the mitigation process. The purpose is to rid the soil and ground water of enough contaminant so that it no longer poses potential for harm. If the plan is approved the shed and needed equipment would occupy the two parking stalls in the northwest corner of the LEC. The sidewalk on the west side of the LEC would be torn up for 1 to 2 weeks for piping to be place under the sidewalk that would carry the recovered pollutant from the southwest corner of the LEC to the mitigation shed in the northwest corner of the LEC parking lot. While the sidewalk is open to bury the needed piping an optic fiber tube will be placed to create needed IT redundancy for the LEC. The projected start date is August 31, 2015 with the loss of the parking spaces in late September or October. For 1 to 2 weeks at the beginning of the project foot traffic will be routed from the east side of Douglas between 7th and 8th to the west side of Douglas. The west entrance to the LEC would be closed during most, if not all, of the time they are working on the sidewalk. The hope is for all the sidewalk work to be completed in 7 working days or less.

BACKGROUND:
LEC is built on the site of multiple old Gas Stations including the Dividend station. There has been detection of contaminant in the soil and identified air quality issues in the LEC. DNR is monitoring the situation. DNR required the placement of an air detection system paired with an air exchange system to ensure the proper exhaust of contaminated air and intake of fresh air. Monitoring wells were placed in and around the building to detect soil contaminant. Continuous monitoring has been done for approximately 20 years.

FINANCIAL IMPACT:
The DNR will be responsible for the financial impact on the project.

RECOMMENDATION:
Information and discussion.

ACTION REQUIRED/PROPOSED MOTION:
Information and discussion.

#10c

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ___ day of July, 2015 by and among Woodbury County, the Woodbury County Sheriff's Department ("the Department"), and Communications Workers of America, AFL-CIO, Correctional Officers – CWA 7177 ("CWA 7177") in order to memorialize the understanding of the parties with respect to the use of part-time correctional officers ("COs") within the Woodbury County Jail Division ("Jail Division"). This MOU shall be effective from July 1, 2015 until terminated upon mutual agreement of the parties or by any party at any time, with or without cause, upon thirty (30) days advance written notice to the other parties. The parties agree that they will review the terms and conditions of this MOU every six (6) months in order to assess whether it continues to reflect the shared objectives of the parties.

During the term of this MOU, the parties agree to work cooperatively to increase staffing levels within the Jail Division as economically as possible through the utilization of part-time COs, with the understanding that all such staffing increases will be budget-neutral and will not result in a request for an increase in the Department's budget. The parties agree that all available work will first be offered to full-time COs and Sheriff's Deputies through CWA before part-time COs are utilized.

The parties agree that part-time COs will not be subject to the terms of the current contract between Woodbury County and CWA 7177. Accordingly, part-time COs will be paid at the rate of fifteen dollars ($15.00) per hour; will not be eligible or entitled to receive benefits; will not be required to receive or maintain the same or comparable training and certification required of and/or afforded to full-time CWA 7177 members; and will not exceed twenty-four (24) hours of work in a forty (40) hour work period. The specific tasks assigned to part-time COs will be determined by the lieutenant and sergeant on duty and will reflect the training and experience of the part-time CO assigned to perform said tasks. CWA expressly acknowledges and agrees that the use of part-time COs to provide correctional services to the Jail Division on the terms set forth in this MOU is not a Prohibited Practice in violation of the terms of the contract between Woodbury County and CWA 7177 while under this agreement.

It is understood and agreed by the parties that the use of part-time COs is a short term approach intended to alleviate current staffing concerns. Woodbury County and the Department agree that they will work in good faith to maintain appropriate CO staffing levels within the Jail Division and CWA 7177 agrees that it will work in good faith to decrease the use of overtime and sick time by full-time COs.

WOODBURY COUNTY

By:_____ Date: _____
Mark Monson, Board Chair

WOODBURY COUNTY SHERIFF'S DEPARTMENT

By:_____ Date: _____
Dave Drew, Sheriff

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CORRECTIONAL OFFICERS – CWA 7177

By:_____ Date: _____

Title:_____

#11a

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #228390

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

Lots 10 & 11 in Block 7, Highland Park Addition, City of Sioux City, Woodbury County, Iowa
(1508 Harris Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **1st Day of September, 2015 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1st Day of September, 2015**, immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $285.00** plus recording fees.

4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 18th Day of August, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

_____
Patrick F. Gill
Woodbury County Auditor
and Recorder

_____
Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Jimmy & Kim Reising Date: 4/9/14

Address: 1528 Harris St. Phone: _____

Address or approximate address/location of property interested in:

1508 Harris

GIS # 894824481004

*This portion to be completed by Board Administration *

Legal Description:

Lots 10 & 11 Block 7 Highland Park Addition

Tax Sale #/Date: 01070-2011 Parcel # 28390

Tax Deeded to Woodbury County on: 3/24/15

Current Assessed Value: Land $2,600 Building — Total $2,600

Approximate Delinquent Real Estate Taxes: $701.00 > $4,139.00

Approximate Delinquent Special Assessment Taxes: 3386.00

*Cost of Services: $135

Inspection to: George Boykin Date: 5/7/14

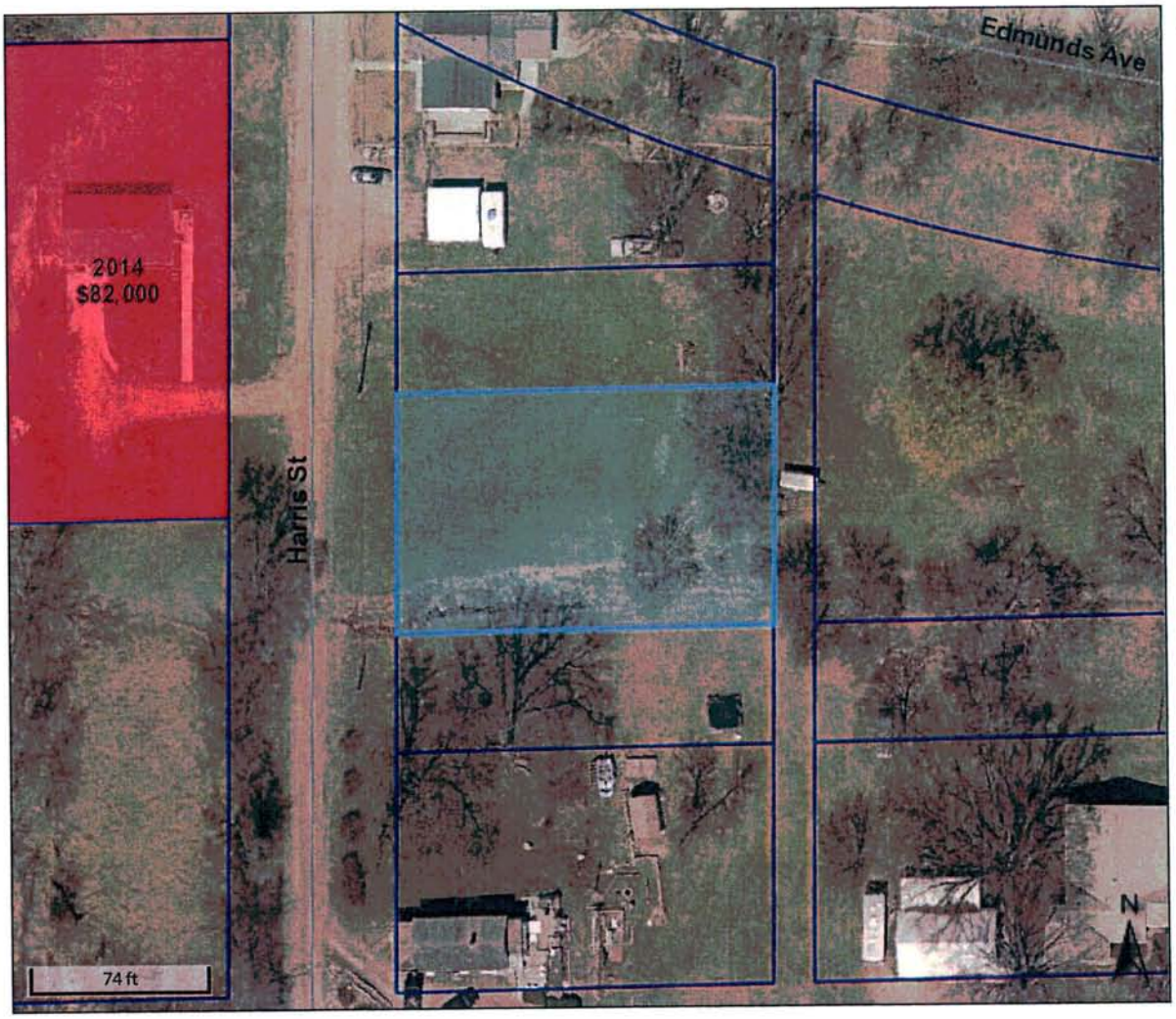
Minimum Bid Set by Supervisor: $150.00 plus cost of services $135: Total: 285

Date and Time Set for Auction: _____

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

(MinBidReq/MSWord)

Beacon™ Woodbury County, IA / Sioux City



Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894824481004	**Alternate ID**	228390	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		WOODBURY COUNTY COURTHOUSE
Property Address	1508 HARRIS ST	**Acreage**	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000

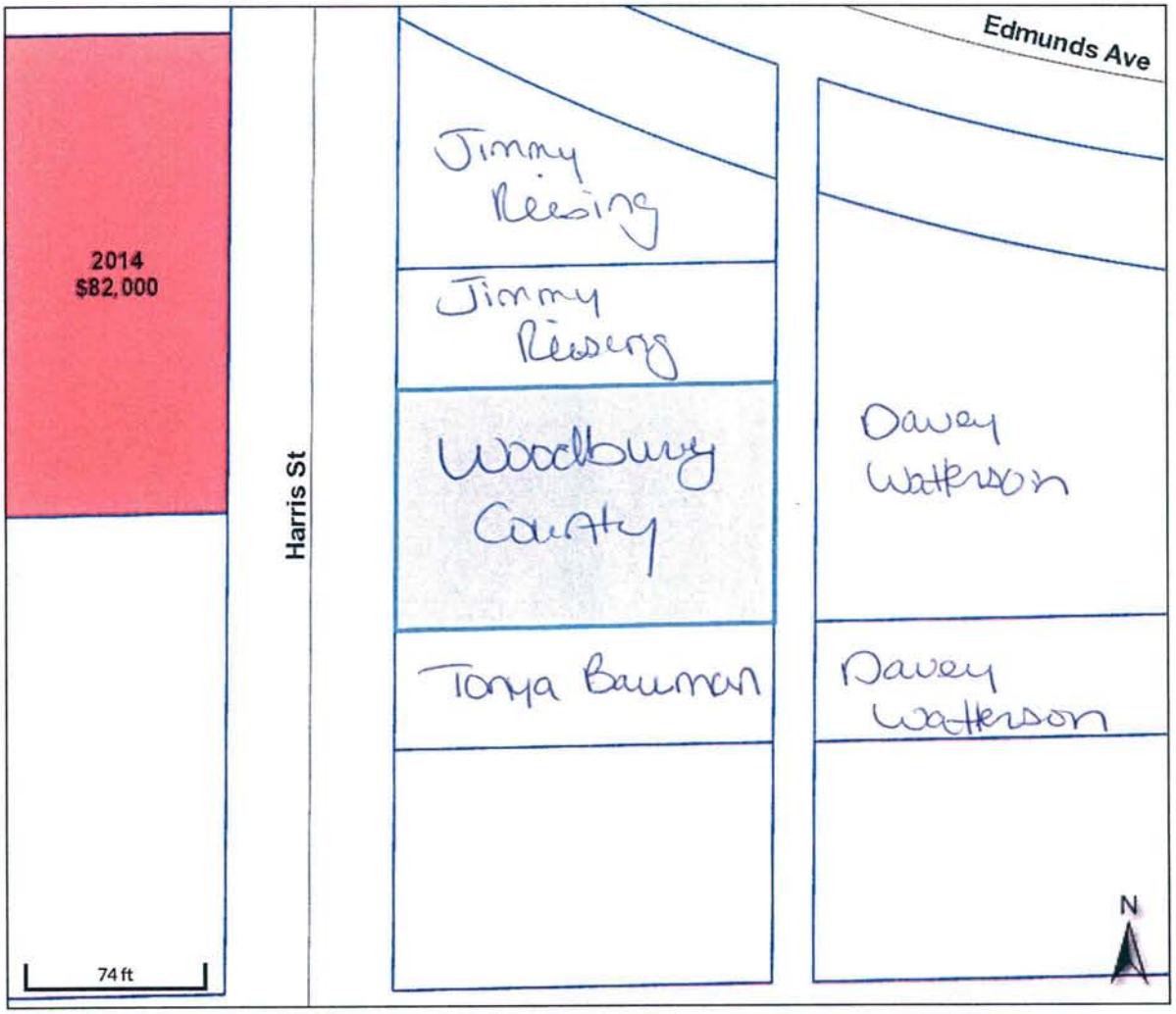
District 139 SC COMM LL HIGHLAND PARK - LL

Brief Tax Description HIGHLAND PARK
LOTS 10 & 11 BLK 7
(Note: Not to be used on legal documents)

Date created: 8/4/2015
Last Data Upload: 8/4/2015 4:16:59 AM

Developed by
The Schneider Corporation

Beacon™ Woodbury County, IA / Sioux City



Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894824481004	**Alternate ID**	228390	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		WOODBURY COUNTY COURTHOUSE
Property Address	1508 HARRIS ST	**Acreage**	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	139 SC COMM LL HIGHLAND PARK - LL				
Brief Tax Description	HIGHLAND PARK				
	LOTS 10 & 11 BLK 7				
	(Note: Not to be used on legal documents)				

Date created: 8/4/2015
Last Data Upload: 8/4/2015 4:16:59 AM

Developed by
The Schneider Corporation

#11b

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #175365

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

All that part of Lots One (1) and Two (2) in Block One (1), Galbraith's Second Addition to Sioux City, more particularly described as follows; Commencing at a point on the South line of Lot One (1) in Block One (1), of Galbraith's Second Addition, which is fifty-seven (57) feet West of the Southeast corner of said Lot; running thence North parallel to the East lines of said lots One (1) and Two (2) across Lot One (1) and the South Ten (10) feet of Lot Two (2) for sixty and fifteen-hundredths (60.15) feet; thence West parallel to the South line of Lot One (1) for seventeen (17) feet; thence South parallel to the East lines of Lots One (1) and Two (2) for seventeen (17) feet; thence West parallel to the South line of Lot One (1) eight (8) feet; thence South parallel to the East line of Lot One (1) thirty-five and seven-tenths (35.7) feet to the Northerly line of Dale Street; thence Southeasterly on said line nine and four-tenths (9.4) feet to South line of Lot one (1); thence East on the South line of Lot One (1) to the place of commencement, City of Sioux City, Woodbury County, Iowa
(1401 ½ Virginia Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **1st Day of September, 2015 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1st Day of September, 2015**, immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $477.00** plus recording fees.

4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 18th Day of August, 2015.

ATTEST: WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Joseph Snow Date: 8/14/14

Address: 1401 Virginia St. Phone: 301-3490

Address or approximate address/location of property interested in:

1401 1/2 Virginia St.

GIS# 894721461020

*This portion to be completed by Board Administration *

Legal Description:

Tract 25 ft East & West of a line 57 ft. West of East line of Lot 1 North of 14th Street Extg. North 60.15 ft parts of Lots 1 & 2 Block 1 Galbraiths 2nd Addition

Tax Sale #/Date: #1178 6/21/10 Parcel # 175365

Tax Deeded to Woodbury County on: 3/24/15

Current Assessed Value: Land $100- Building ∅ Total $100-

Approximate Delinquent Real Estate Taxes: $320-

Approximate Delinquent Special Assessment Taxes: $597-

*Cost of Services: $327-

Inspection to: George Boykin Date: _____

Minimum Bid Set by Supervisor: $150- plus cost of services : Total: $477-

Date and Time Set for Auction: _____

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

(MinBidReq/MSWord)

Beacon™ Woodbury County, IA / Sioux City

Overview

Legend

- Roads
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Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894721461009	**Alternate ID**	175365	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	1401 1/2 VIRGINIA ST SIOUX CITY	**Acreage**	n/a		
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GALBRAITHS 2ND TRACT 25 FT E AND W OF A LINE 57 FT W OF E LINE OF LOT 1 N O F 14TH STR EET EXTG N 60.15 FT PARTSOF L OTS 1 & 2 BLK 1 (Note: Not to be used on legal documents)				

Date created: 8/5/2015
Last Data Upload: 8/5/2015 4:21:05 AM

Developed by
The Schneider Corporation

Beacon™ Woodbury County, IA / Sioux City

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894721461009	**Alternate ID**	175365	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		WOODBURY COUNTY COURTHOUSE
Property Address	1401 1/2 VIRGINIA ST	**Acreage**	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000

District 087 SC LL SIOUX CITY COMM

Brief Tax Description GALBRAITHS 2ND TRACT 25 FT E AND W OF A LINE 57 FT W OF E LINE OF LOT 1 N O F 14TH STR EET EXTG N 60.15 FT PARTSOF L OTS 1 & 2 BLK 1

(Note: Not to be used on legal documents)

Date created: 8/5/2015
Last Data Upload: 8/5/2015 4:21:05 AM

Developed by
The Schneider Corporation

#12a

August 10, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 569.8 TITLE UNDER TAX DEED SALE, BY RESOLUTION

Please abate the following taxes that were sold under Tax Deed Sale.

1) MATT MEAD
PARCEL 8643 07 129 003 deed 9-2-14
108 4TH Ave, Oto, Iowa 51044
Taxes for 2015-16 - $56.00

2) MATT MEAD deeded 9-2-14
PARCEL 8643 06 376 009
Taxes for 2015-16 - $20.00

3) GARY & MARY OLSON deeded 10-7-14
DONNA & DENNIS KAISER
PARCEL 8948 23 203 004
2220 RIVERSIDE BLVD
Taxes for 2015-16 - $178.00

4) ALEXANDER G ZIMMERMAN II deeded 9-23-14
MICHELLE R ZIMMERMAN
PARCEL 8947 30 238 013
2005 W PALMER AVE
Taxes for 2015-16 - $104.00

5) VICTORY EDUCATION SERVICES deeded 9-9-14
PARCEL 8947 29 405 019
117 A SIOUX ST
Taxes for 2015-16 - $36.00

6) MISTY MONLUX deeded 10-21-14
PARCEL 8947 35 110 012
3102 LEECH AVE
Taxes for 2015-16 - $434.00

7) CAROL GOULETTE deeded 10-28-14
PARCEL 8947 26 109 001
1110 RUSTIN ST
Taxes for 2015-16 - $224.00

Michael R Clayton

8) DANNY ROBINSON deeded 10-14-14
PARCEL 8947 29 157 004
1408 W 4TH ST
Taxes for 2015-16 - $152.00

9) DAVEY & CATHRIN WATTERSON deeded 11-18-14
PARCEL 8948 24 481 009
1511 WABASH ST
Taxes for 2015-16 - $30.00

10) GLENDA RAE CROOKS deeded 3-4-14
PARCEL 8947 29 152 005
1510 W PALMER AVE
Taxes for 2015-16 - $102.00

11) DAVID J & KATHLEEN I BERTRAND deeded 12-9-14
PARCEL 8947 26 258 003
3800 9TH ST
Taxes for 2015-16 - $80.00

12) RALPH & JODEE ORR deeded 12-4-14
PARCEL 8947 22 127 005
2730 PROSPECT ST
Taxes for 2015-16 - $192.00

13) COREY REAL ESTATE LLC deeded 1-20-15
PARCEL 8947 21 226 023
1209 HILL AVE
Taxes for 2015-16 - $186.00

14) WALTENA OLIVARES deeded 1-6-15
PARCEL 8947 29 438 002
216 W 2ND ST
Taxes for 2015-16 - $68.00

15) HOLLY FABER deeded 2-3-15
PARCEL 8644 26 381 004
308 MAIN ST W, SMITHLAND, IA
Taxes for 2015-16 - $50.00

16) DONNA L JOHNSON deed 3-31-15
PARCEL 8947 29 181 023
1201 W 3RD ST
Taxes for 2015-16 - $104.00
Special assessment due Sept 2015- $1116.00

17) DON JOLIN deeded 3-31-15
PARCEL 8948 23 253 005
1930 RIVERSIDE BLVD
Taxes for 2015-16 - $320.00

18) SILVERIO PALMILLAS DE LEON deeded 4-7-15
PARCEL 8947 29 285 003
312 W 6TH ST
Taxes for 2015-16 - $118.00

19) ROBERT D COREY deeded 3-24-15
MARLENE E COREY
PARCEL 8947 28 111 007
1117 DOUGLAS ST
Taxes for 2015-16 - $882.00

CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 864307129003 MEAD MATT

Total Taxes: 56.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1021075	28.00		28.00			56.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 864306376009 MEAD MATT

Total Taxes: 20.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1020997	10.00		10.00			20.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894823203004 OLSON GARY & MARY

Total Taxes: 178.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1051759	89.00		89.00			178.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894730238013 ZIMMERMAN ALEXANDER G II

Total Taxes: 104.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1035348	52.00		52.00			104.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894729405019 VICTORY EDUCATION SERVICES

Total Taxes: 36.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1057788	18.00		18.00			36.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894735110012 MONLUX MISTY

Total Taxes: 434.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1033188	217.00		217.00			434.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894726109001 GOULETTE CAROL

Total Taxes: 224.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1026637	112.00		112.00			224.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894729157004 Robinson Danny

Total Taxes: 152.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1029473	76.00		76.00			152.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894824481009 WATTERSON DAVEY

Total Taxes: 30.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1054281	15.00		15.00			30.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894729152005 CROOKS GLENDA RAE

Total Taxes: 102.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1046231	51.00		51.00			102.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894726258003 BERTRAND DAVID J

Total Taxes: 80.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1028497	40.00		40.00			80.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894722127005 ORR RALPH

Total Taxes: 192.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1053485	96.00		96.00			192.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894721226023 COREY REAL ESTATE LLC

Total Taxes: 186.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1026742	93.00		93.00			186.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894729438002 OLIVARES WALTENA

Total Taxes: 68.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1057915	34.00		34.00			68.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 864426381004 FABER HOLLY

Total Taxes: 50.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1023942	25.00		25.00			50.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894729181023 JOHNSON DONNA L

Total Taxes: 1,220.00

* Denotes partial payments made

	Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
	1516	1029615	52.00		52.00			104.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894823253005 JOLIN DON

Total Taxes: 320.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1039851	160.00		160.00			320.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894729285003 DE LEON SILVERIO PALMILLAS

Total Taxes: 118.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1057674	59.00		59.00			118.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894728111007 COREY ROBERT D

Total Taxes: 882.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1024553	441.00		441.00			882.00
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WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Matt Mead is the titleholder of real estate #864307129003 & 864306376009, located in Woodbury County, Iowa and legally described as follows:

Parcel #864307129003

OTO CITY OF DAYS 1ST ADDN LOT 4 BLK 16

Parcel #864306376009
OTO CITY OF AUD 1 ST PLAT N 1/2 OF S 1/2 LOT 17 6-86

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Matt Mead, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Gary & Mary Olson; Donna & Dennis Kaiser is the titleholder of real estate #894823203004, located in Woodbury County, Iowa and legally described as follows:

Parcel #894823203004

LL-SC COMM 89-48 AUD SUB DIV PT LOT 1 SW SE AUD SUB DIV 1

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Gary & Mary Olson; Donna & Dennis Kaiser, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Alexander G. Zimmerman II & Michelle R Zimmerman is the titleholder of real estate #894730238013, located in Woodbury County, Iowa and legally described as follows:

Parcel #894730238013

HORNICKS 3RD E 56 FT LOT 9 BLK 32

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Alexander G. Zimmerman II & Michelle R Zimmerman, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Victory Education Services is the titleholder of real estate #894729405019, located in Woodbury County, Iowa and legally described as follows:

Parcel #894729405019

SIOUX CITY ADDN W 49 FT E 116 FT LOT 17 BLK 18

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Victory Education Services, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Misty Monlux is the titleholder of real estate #894735110012, located in Woodbury County, Iowa and legally described as follows:

Parcel #894735110012

HEDGES TABLE LOT 24 & E 1/2 LOT 2 5 BLK 2

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Misty Monlux, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Carol Goulette is the titleholder of real estate #894726109001, located in Woodbury County, Iowa and legally described as follows:

Parcel #894726109001

BOOGES & TAYLOR LOTS 13 & 14 BLK 24

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Carol Goulette, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Danny Robinson is the titleholder of real estate #894729157004, located in Woodbury County, Iowa and legally described as follows:

Parcel #894729157004

SIOUX CITY DAVIS LOT 4 BLK 5

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Danny Robinson, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Davey & Cathrin Watterson is the titleholder of real estate #894824841009, located in Woodbury County, Iowa and legally described as follows:

Parcel #894824841009

HIGHLAND PARK LOT 4 BLK 7

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Davey & Cathrin Watterson, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Glenda Rae Crooks is the titleholder of real estate #894729152005, located in Woodbury County, Iowa and legally described as follows:

Parcel #894729152005

SO SMITHS VILLA LOT 4 BLK 17

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Glenda Rae Crooks, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, David J. & Kathleen Bertrand is the titleholder of real estate #894726258003, located in Woodbury County, Iowa and legally described as follows:

Parcel #894726258003

COHEN & MARKS LOTS 10-11-12 BLK 11

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by David J. & Kathleen Bertrand, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Ralph & Jodee Orr is the titleholder of real estate #894722127005, located in Woodbury County, Iowa and legally described as follows:

Parcel #894722127005

LOWELL LOT 4 BLK 10

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Ralph & Jodee Orr, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Corey Real Estate LLC is the titleholder of real estate #894721226023, located in Woodbury County, Iowa and legally described as follows:

Parcel #894721226023

BOULEVARD PARK LOT 22 BLK 2

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Corey Real Estate LLC, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Waltena Olivares is the titleholder of real estate #894729438002, located in Woodbury County, Iowa and legally described as follows:

Parcel #894729438002

SIOUX CITY ADDN E 48.25 FT W 96.5 FT LOT 1 BLK 31

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Waltena Olivares, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Holly Faber is the titleholder of real estate #864426381004, located in Woodbury County, Iowa and legally described as follows:

Parcel #864426381004

SMITHLAND CITY OF SMITHS 3RD ADDN LOT 3 BLK 1

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Holly Faber, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Donna L Johnson is the titleholder of real estate #894729181023, located in Woodbury County, Iowa and legally described as follows:

Parcel #894729181023

SIOUX CITY DAVIS S 74 FT LOT 14 BLK 3

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Donna L Johnson, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Don Jolin is the titleholder of real estate #894823253005, located in Woodbury County, Iowa and legally described as follows:

Parcel #894823253005

NORTH RIVERSIDE LOT 8 & EX N 21 FT L OT 9 BLK 2

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Don Jolin, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Silverio Palmillas De Leon is the titleholder of real estate #894729285003, located in Woodbury County, Iowa and legally described as follows:

Parcel #894729285003

SIOUX CITY ADDN E 50 FT LOTS 1 & 2 BLK 26

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Silverio Palmillas De Leon, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Robert D Corey & Marlene E Corey is the titleholder of real estate #894728111007, located in Woodbury County, Iowa and legally described as follows:

Parcel #894728111007

SIOUX CITY EAST N 40 FT LOT 11 BLK 6 3 LOT 12 BLK 63

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcels are owned by Robert D Corey & Marlene E Corey, and

WHEREAS, the transfer by a county of a parcel acquired by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

#126

August 10, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 569.8 Title under Tax deed, BY RESOLUTION

Please abate the following taxes that were deeded to Woodbury County by Tax Deed.

1) WOODBURY COUNTY deeded 12-4-14
PARCEL 8947 30 102 001
2804 W 14TH ST
Taxes for 2015-16 - $132.00

2) WOODBURY COUNTY deeded 12-4-14
PARCEL 8947 30 102 002
2820 W14thST
Taxes for 2015-16 - $132.00

3) WOODBURY COUNTY deeded 12-4-14
PARCEL 8947 30 102 003
2816 W 14TH ST
Taxes for 2015-16 - $132.00

4) WOODBURY COUNTY deeded 12-4-14
PARCEL 8947 30 102 004
2810 W 14TH ST
Taxes for 2015-16 - $134.00

Michael R Clayton

CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894730102001 WOODBURY COUNTY

Total Taxes: 132.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1031535	66.00		66.00			132.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894730102002 WOODBURY COUNTY

Total Taxes: 132.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1031536	66.00		66.00			132.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894730102003 WOODBURY COUNTY

Total Taxes: 132.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1031537	66.00		66.00			132.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894730102004 WOODBURY COUNTY

Total Taxes: 134.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1031538	67.00		67.00			134.00
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WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Woodbury County, Iowa is the titleholder of real estate parcels #894730102001, #894730102002, #894730102003, #894730102004 located in Woodbury County, Iowa and legally described as follows:

Parcel #894730102001

GARDEN VIEW LOT 1

Parcel #894730102002

GARDEN VIEW LOT 2

Parcel #894730102003

GARDEN VIEW LOT 3

Parcel #894730102004

GARDEN VIEW LOT 4

WHEREAS, the above-stated property has taxes payable for 2015-16 and the parcel is owned by Woodbury County, Iowa, and

WHEREAS, the county acquired a parcel by tax deed gives the purchaser free title as to previously levied or set taxes, and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 569.8 for the taxes payable for the 2015-16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

#12c

August 10, 2015

TO: BOARD OF SUPERVISORS

FROM: MICHAEL R CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 445.16, BY RESOLUTION

Please abate the following building on leased land taxes and Drainage Taxes that are uncollectable or impractical to pursue collection through personal judgment.

1) JERRY DAVENPORT , B/LL for mobile home that been junked and no longer assessed.
Parcel 8645 29 431 913
Taxes for 2015-16 - $2.00

2) KELVIN ARTHUR MARTENS, B/LL for mobile home that has been removed to Harrison County.
Parcel 8944 07 200 902
Taxes for 2014-15 (1/2 yr) & 2015-16 - $226.00 plus interest.

3) THEOS STEAK HOUSE, B/LL for sign; Company is no longer in business.
Parcel 8847 02 200 902
Taxes for 2009-10 thru 2014-15 - $65.00 plus interest.

4) CHRISTOPHER THOMAS UTESCH, BLL (porch) for a mobile home that has been destroyed.
Parcel 8944 32 131 925
Taxes for 2015-16 - $6.00

5) UNITED STATES OF AMERICA, drainage tax
Parcel 8747 21 100 001
Drainage Tax due Sept 2015 - $284.89

Michael R Clayton

CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 864529431913 DAVENPORT JERRY

Total Taxes: 2.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1019728	1.00		1.00			2.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894407200902 MARTENS KELVIN ARTHUR

Total Taxes: 236.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1415	1014817			76.00	6.00	4.00	86.00
1516	1014849	75.00		75.00			150.00
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CMDs: 1-Exit

RECEIPT DETAILS

08 2015
SOLR004

PARCEL NO: 884702200902 THEOS STEAK HOUSE

Total Taxes: $125.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
0910	1008283	5.00	5.00	5.00	5.00	4.00	24.00
1011	1008314	5.00	4.00	5.00	4.00	4.00	22.00
1112	1008342	5.00	4.00	5.00	3.00	4.00	21.00
1213	1008351	5.00	3.00	5.00	2.00	4.00	19.00
1314	1008356	9.00	3.00	9.00	2.00	4.00	27.00
1415	1008320			7.00	1.00	4.00	12.00

CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 894432131925 UTESCH CHRISTOPHER THOMAS

Total Taxes: 6.00

* Denotes partial payments made

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1020964	3.00		3.00			6.00
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CMDs: 1-Exit

08 2015
SOLR004

RECEIPT DETAILS

PARCEL NO: 874721100001 UNITED STATES OF AMERICA

Total Taxes: 284.89

* Denotes partial payments made

	Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
D	1516	7001711	279.89				5.00	284.89
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WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Jerry Davenport is the titleholder of a mobile home on leased land Parcel #864529431913 located in Woodbury County, Iowa and legally described as follows:

Parcel #864529431913

AUD PLAT 28 & 29-86 MH LOT 7 OF LOT 6 OF THE REPLAT OF OUTLOT 5

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by Jerry Davenport, and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____ _____

Mark A. Monson, Chairman

Patrick F. Gill
Woodbury County Auditor
And Recorder

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Kelvin Arthur Martens is the titleholder of a mobile home tax on leased land Parcel #894407200902 located in Woodbury County, Iowa and legally described as follows:

Parcel #894407200902

ARLINGTON TOWNSHIP NE NE 7-89-44 MOBILE HOME B/LL

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by Kelvin Arthur Martens and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Theos Steak House is the titleholder of a sign on leased land Parcel #884702200902, located in Woodbury County, Iowa and legally described as follows:

Parcel #884702200902

WOODBURY TOWNSHIP LOT 1 JANS SUB DIV 2 -88-47 LAWTON BRONSON

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by Theos Steak House, and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Christopher Thomas Utesch is the titleholder of mobile home #894432131925, located in Woodbury County, Iowa and legally described as follows:

Parcel #894432131925

MOVILLE CITY OF B/LL LOT 14 TRAILS E ND MOBILE HOME PARK UNPLATTED LANDS 689 FT X 230 FT S OF BLK 3 HALLS ADDN 32-89- 44

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by Christopher Thomas Utesch, and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, United States of America is the titleholder of a drainage on leased land Parcel #874721100001, located in Woodbury County, Iowa and legally described as follows:

Parcel #874721100001

LIBERTY TOWNSHIP IRREG STRIP ON NW NE NW 21-87-47 AND IRR EG STRI P ON NORTH N W NW 21-87 - 47

WHEREAS, the above-stated property has taxes payable Including special assessments and the parcel is owned by United States of America, and

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 18th day of August, 2015

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTEST:

_____

Patrick F. Gill
Woodbury County Auditor
And Recorder

_____

Mark A. Monson, Chairman

#13

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: 8/12/2015

Weekly Agenda Date: 8/18/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: WCICC-IT

SUBJECT: Approval of Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM:

Approval of Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission.

EXECUTIVE SUMMARY:

The 28e agreement establishing WCICC (the County/City shared Information Technology & 911 Communication Center) was reviewed over the past six months. The result of the review was to provide three modifications:

1. The WCICC Chairperson (Citizen Representative) can serve additional three-year terms subject to the approval of both the Woodbury County Board of Supervisors and the Sioux City City Council.
2. The respective Supervisors and Council members appointed to the Commission can be appointed by resolution or motion. The previous verbiage specified resolution only.
3. Charges for routine services will calculated by device-count-per-organization that IT supports to include, but not limited to, PCs, MFPs, etc.

BACKGROUND:

The Intergovernmental Agreement creating the Woodbury County Information and Communication Commission was created in 1986, revised in 1987 and renewed in 2007.

FINANCIAL IMPACT:

None

RECOMMENDATION:

The WCICC Commission recommends that the Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission be approved by the Woodbury County Board of Supervisors.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

AMENDMENT NO. 1
TO THE INTERGOVERNMENTAL AGREEMENT
CREATING THE WOODBURY COUNTY INFORMATION
AND COMMUNICATION COMMISSION

Preamble

This Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission is made by and between the City of Sioux City, Iowa (herein "City"), and Woodbury County, Iowa (herein "County") effective the 1st day of September, 2015.

WHEREAS, The City and County entered into an Intergovernmental Agreement creating the Woodbury County Information and Communications Commission effective 1st day of July 2007;

WHEREAS, The City and County wish to amend the Intergovernmental Agreement. For good and valuable consideration, the City and County agree as follows:

AMENDMENT

The Intergovernmental Agreement, effective the 1st day of July, 2007 is amended as follows:

Division I – General Provisions, Article IA Commissions - is amended as follows:

The Commission created hereby shall consist of five Commissioners who shall be one of the following:

1. Two members from the City Council of Sioux City.
2. Two members from the Woodbury County Board of Supervisors.
3. A Citizen Representative selected by the four Commissioners, subject to the approval of the Sioux City City Council and the Woodbury County Board of Supervisors who shall serve for a three year term. The Citizen Representative may serve additional three year terms subject to approval of the Sioux City City Council and the Woodbury County Board of Supervisors.

The City Council of Sioux City and Board of Supervisors of the County shall designate by motion or resolution their respective members of the Commission, and may designate alternates who shall serve in the absence of the designated Commissioners, which alternates shall exercise all the powers of the designated Commissioner. Alternates must be members of the City Council or the Board of Supervisors.

The Citizen Representative shall serve as chairperson of the Commission.

A quorum shall consist of a majority of all the Commissioners. However, the quorum must consist of a Commissioner from the City Council and a Commissioner from the Board of

Supervisors. Each Commissioner shall be entitled to one vote. Actions may be taken by the Commission upon a majority vote of all of the Commissioners unless otherwise stated herein or unless the Commission establishes a requirement of a greater number of votes through adoption of a bylaw to that effect which is agreed to by the County and the City.

Article IIC – Financing - is amended as follows:

b) The City shall be responsible for the prompt payment of all expenses authorized by the Commission utilizing its own funds set aside for Commission expenses and those paid to it by County as its share of the Commission's expenses. The County shall pay its share of capital improvement expenses quarterly. Payments for services are due monthly and in the case of the County shall be paid to the City within thirty days after the month the services are rendered. Charges for routine services and staff time shall be charged by device count. Device count shall be interpreted to mean actual devices utilized by the City and County respectively. Examples of such devices shall include, but not be limited to: desktop computers, laptop computers, tablets, and multi-functional printers. Special project services, including major coding work, shall be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies shall be charged fifty percent to the City and fifty percent to the County. Capital improvements that benefit the City and the County shall also be charged fifty percent to the City and fifty percent to the County. Capital Improvements or software or any other device benefiting or serving a single entity shall be billed to that entity.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 by their duly authorized representatives effective as of the date above first written.

Woodbury County, Iowa

By: _____
Chairman, Board of Supervisors

Attest: _____

Date: _____

City of Sioux City, Iowa

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

#14a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 08-13-2015

Weekly Agenda Date: 08-18-2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz/Building Services

SUBJECT: Energy Study Baker Group

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☑	Attachments ☐

WORDING FOR AGENDA ITEM: Presenting Budget and Energy Summary

EXECUTIVE SUMMARY: Baker Group Energy Study Summary

BACKGROUND: Baker Group Study

FINANCIAL IMPACT: Unknown at this time

RECOMMENDATION: Informational

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015.

#146

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: 8-12-2015

Weekly Agenda Date: 8-18-2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

SUBJECT: Skid loader Prices

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☑
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Permission to purchase Skid Loader and attachments

EXECUTIVE SUMMARY: Got Government pricing for Skid Loader would like to purchase

BACKGROUND: Government pricing is a direct cost from the manufacturer

FINANCIAL IMPACT: $31,509.87

RECOMMENDATION: Go with lowest Government price given by local dealers

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015.

#14c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU[illegible]

Date: 08-13-2015

Weekly Agenda Date: 08-18-2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

SUBJECT: Would like to move forward with option of #1 design

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☑
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Move forward with option # 1 design

EXECUTIVE SUMMARY: Building services is recommending going with option #1 of Drawings

BACKGROUND:

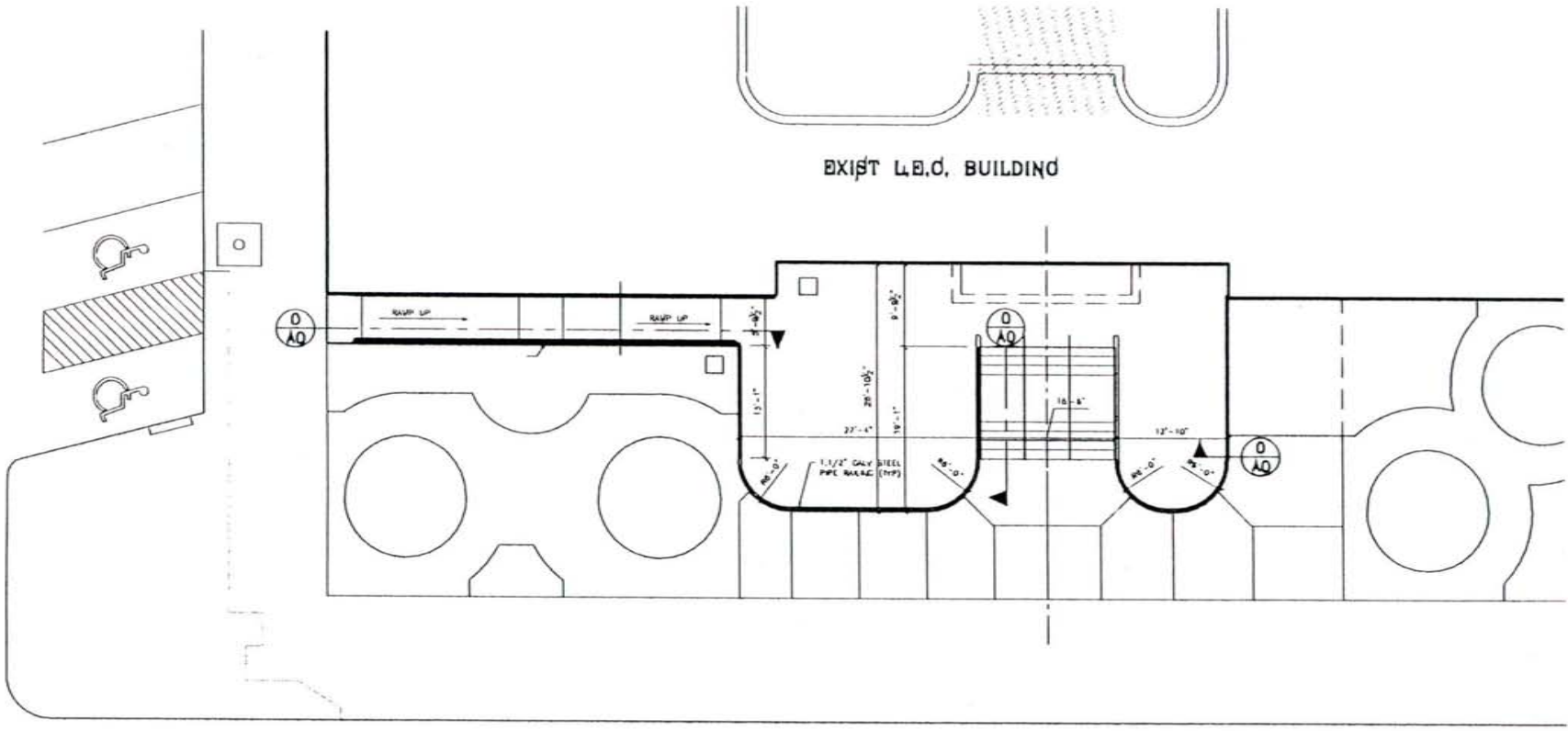
FINANCIAL IMPACT: Unknown until bids are recieved

RECOMMENDATION: Go with Design #1

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015.

28'10½"

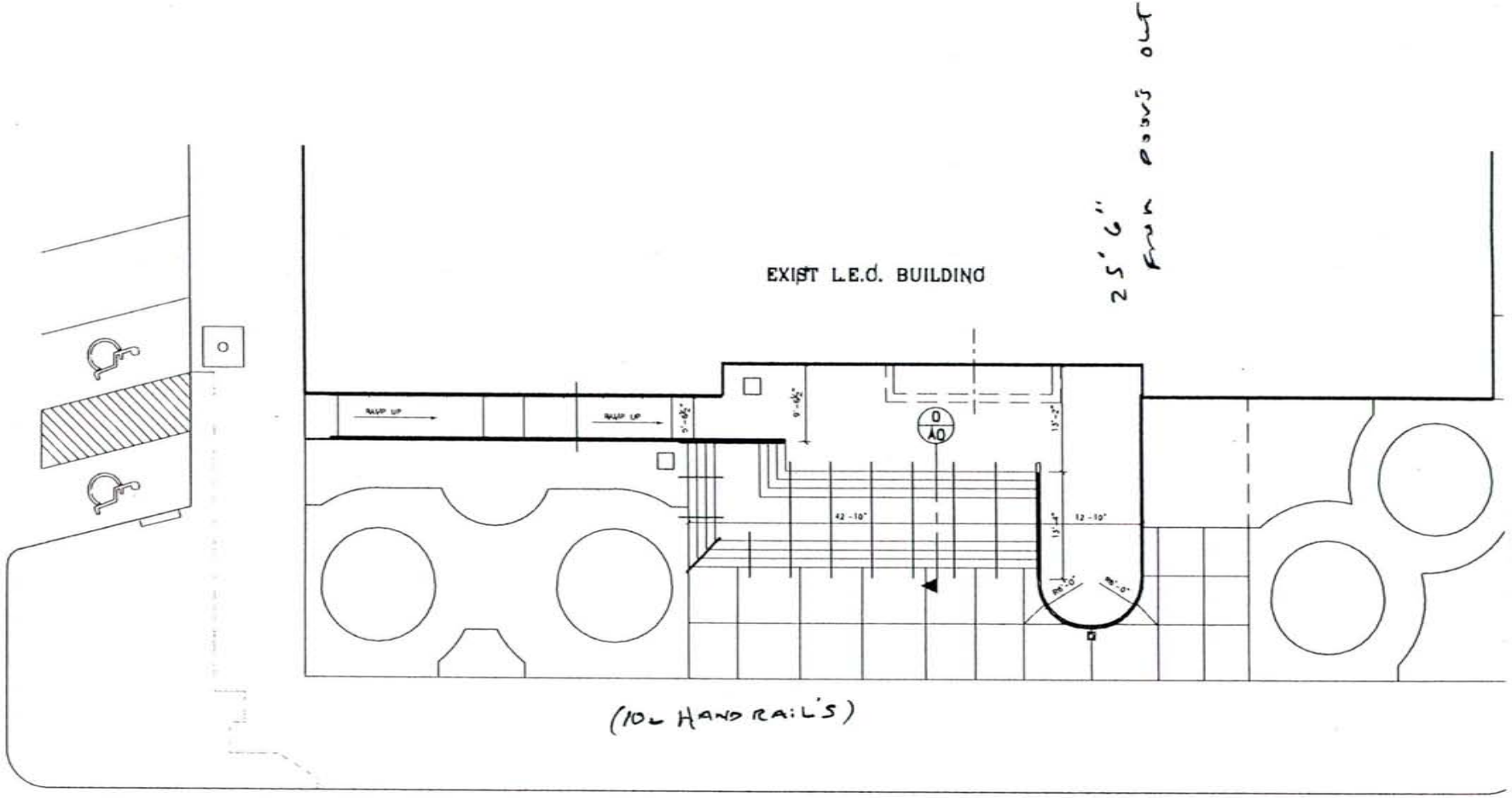


TRUE NORTH

BUILDING NORTH

LAW ENFORCEMENT CENTER ENTRANCE PLAZA SCALE: 1" = 10'

OPTION 1



LAW ENFORCEMENT CENTER ENTRANCE PLAZA SCALE: 1" = 10'

OPTION 2
(STAIR'S ADDTL.)

#15a

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

Date: August 13, 2015

Weekly Agenda Date: August 18, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of approval of plans for project number ER-CO97(124)--58-97**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of reapproval of the plans for project number ER-CO97(124)--58-97, repairs to storm damaged areas on various federal aid county highways.

EXECUTIVE SUMMARY: This project is for repairs to county routes D38, D54, and K64 that were damaged during storms which occurred between June 15-18, 2014. The engineer's office has been working with FHWA to recover funds to pay for repairs to these routes. This is the second project being let to repair damage from that storm. Plans were originally approved in October 2014, but the project was delayed by completion of the necessary environmental and historic surveys. The original plan sheet required updating and reauthorization to reflect changes in membership of the Board of Supervisors, updated specifications, and the county engineer's license renewal.

BACKGROUND: The sites addressed by this project required additional right of way acquisition prior to conducting repairs. The first project was at sites that could be repaired within the existing right of way. This project is to repair sites that required additional right of way to be purchased to accommodate permanent repairs to each location. Prior to right of way acquisition, the county was required to perform archaeological and environmental reviews of each location and submit reports on each site to FHWA and other agencies for review and approval. Our final approvals were received July 12, 2015. The county engineer has obtained permission to let this project locally to get the work under contract for completion prior to the onset of winter.

FINANCIAL IMPACT: This project is funded with FHWA ER (Emergency Relief) funds designated for repair of federal aid routes in counties declared as disaster areas. FHWA will reimburse the county 85% of the cost of the project. The remaining 15% will be paid by the secondary road fund.

RECOMMENDATION: Recommend that the Board approve the plans for letting.

ACTION REQUIRED/MOTION PROPOSED: Motion to reapprove the construction plans for project number ER-CO97(124)--58-97

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY

PROJECT NO: ER-CO97(124)--58-97 SHOULDER AND DRAINAGE REPAIR

Letting Date

IOWA
DEPARTMENT OF TRANSPORTATION

Highway Division

PLANS OF PROPOSED IMPROVEMENT ON THE

FARM TO MARKET SYSTEM
WOODBURY COUNTY
EMERGENCY REPAIRS
PROJECT NO. ER-CO97(124)--58-97

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, series 2012, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.

Plus Current Special Provisions and Supplemental Specifications

SLIDE REPAIRS ON K64 AND D38

TRAFFIC CONTROL PLAN

ROADS WILL BE BOTH OPEN AND CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION, BASED ON CONSTRUCTION OPERATION AND PROJECT LOCATION. 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 THIS 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 1107.08 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-211, TC-213 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, THROUGH C9

2011 AADT 520-570 V.P.D.

Project Number: ER-CO97(124)--58-97

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET
A2	LOCATION PLAN
B1	ESTIMATE OF QUANTITIES
B2	QUANTITY REFERENCE INFORMATION
C1	SHOULDER AND FORESLOPE REPAIR DETAILS DDIR-IA-14-01-97-02
C2	REPAIR CONCRETE DROP INTAKE DETAILS DDIR-IA-14-01-97-03
C3	SHOULDER, FORESLOPE AND DITCH REPAIR DETAILS DDIR-IA-14-01-97-04
C4	30" CMP ON A 24" CMP DROP INTAKE EXTENSION DDIR-IA-14-01-97-07
C5	REPAIR CONCRETE DROP INTAKE DETAILS DDIR-IA-14-01-97-08
C6	SHOULDER, FORESLOPE AND DITCH REPAIR DETAILS DDIR-IA-14-01-97-09
C7	30" CMP ON A 24" CMP DROP INTAKE EXTENSION DDIR-IA-14-01-97-10
C8	3'x4' CONCRETE BOX EXTENSION DETAILS DDIR-IA-14-01-97-71
C9	4'x4' DROP INTAKE TRASH RACK DETAILS DDIR-IA-14-01-97-22
TC	TC-211, TC-213, TC-252

ROAD STANDARD PLANS

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

Identification	Date	Identification	Date	Identification	Date
EW-101	04-19-11				
TC-211	04-17-12				
TC-213	04-17-12				
TC-252	04-17-12				

MILEAGE SUMMARY

DIV.	Description
1	DDIR-IA-14-01-97-02
2	DDIR-IA-14-01-97-03
3	DDIR-IA-14-01-97-04
4	DDIR-IA-14-01-97-07
5	DDIR-IA-14-01-97-08
6	DDIR-IA-14-01-97-10
7	DDIR-IA-14-01-97-17
8	DDIR-IA-14-01-97-18
9	DDIR-IA-14-01-97-23

#15 b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: August 13, 2015

Weekly Agenda Date: August 18, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of approval of plans for project number L-C(N48)--73-97**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of approval of the plans for project number L-C(N48)--73-97, Precast Concrete Box Culvert replacement of an existing structure.

EXECUTIVE SUMMARY: This project is funded increased funding from the new $0.10 fuel tax. The project is to replace an existing timber structure with a new 10' x 5' precast concrete box culvert on 240th Street south of Anthon. This is a dead end road and the precast box allows for a quicker replacement of the existing structure. The existing bridge has two piling on the east abutment that failed this spring resulting in load restrictions on the bridge. Since it is a dead end road, the property owner has no other access alternatives to reach their property.

BACKGROUND: This project is part of our five year construction program. It is a project added to the accomplishment year due to the rapid deterioration of the existing structure. It is being paid for with secondary road funds. No changes in the planned 2016 program were needed to add this structure to the program thanks to the increased road use tax fund receipts from the new $0.10 fuel tax increase.

FINANCIAL IMPACT: This project is funded from within the secondary road budget culvert construction item of our budget. It is a budgeted project.

RECOMMENDATION: Recommend that the Board approve the plans for letting.

ACTION REQUIRED/MOTION PROPOSED: Motion to approve the construction plans for project number L-C(N48)--73-97

Approved by Board of Supervisors March 3, 2015.

Project Number: L-C(N48)--73-97

IOWA
DEPARTMENT OF TRANSPORTATION
Project Development Division

PLANS OF PROPOSED IMPROVEMENT ON THE

SECONDARY ROAD SYSTEM
WOODBURY COUNTY
10'x5' PRECAST CONCRETE CULVERT
PROJECT NO. L-C(N48)--73-97

Miller Township On 240th Street North Line Sec. 17, T87N, R43W

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, series of 2012, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.

Plus Current Special Provisions and Supplemental Specifications

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET
A2	LOCATION MAP
B1	ESTIMATE OF QUANTITIES AND GENERAL INFORMATION
C1	PRECAST RCB CROSS SECTION
D1	SITUATION PLAN

ROAD STANDARD PLANS

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

Identification	Date	Identification	Date	Identification	Date
EW-101	10-20-15				
EW-401	10-20-15				
TC-252	10-20-15				

RCB STANDARDS

(May be obtained at Bridge Design Services)

Standard	Date Issued	Date Revised	Standard	Date Issued	Date Revised
PRCB G1-13	JANUARY, 2013		PES 4-13	JANUARY, 2013	
PRCB G2-13	JANUARY, 2013				
PRCB 10-13	JANUARY, 2013				
PES 1-13-T3	JANUARY, 2013				
PES 3-13-T3	JANUARY, 2013				

TRAFFIC CONTROL PLAN

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. 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 THIS 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-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, C1, D1

2011 AADT 10 V.P.D.

WOODBURY COUNTY
PROJECT NO. L-C(N48)--73-97
10'x5' PRECAST CONCRETE CULVERT
Letting Date SEPTEMBER 8, 2015

#15C

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: August 13, 2015

Weekly Agenda Date: August 18, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit to work in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for Greg Smith to improve entrance and ditch near machine shed within the right of way with the right of way.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way to allow modification of the ditch and the primary entrance to their property.

BACKGROUND: Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way for the Greg Smith.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Greg Smith Phone No.: 712-540-2770

Mailing Address: 1767 Delaware Ave Lawton

Township: Floyd Section: 8

Woodbury County, State of Iowa, and Greg Smith / Doyle Smith Farm (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Install drop inlet & new pipe to county establish & regreed grades to drain building & machine shop. Due to depth, may use some plastic. Call for final inspection.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. **The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.**

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

_____

_____

L. Woodbury County agrees to provide the following contribution toward completion of this project:

_____

Drop inlet to allow outlet ditch construction.

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 4th day of August, 2015.

Entered into this 31st day of October, 2015.

_____

Signature of Property Owner or Authorized Representative

_____

Woodbury County Engineer

_____

Chair, Woodbury County Board of Supervisors

#15d

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

Date: August 13, 2015

Weekly Agenda Date: August 18, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of permit for overhead or underground utilities in the Highway Right of Way.**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permit for installation of underground telephone lines within the Highway Right of Way for Schaller Telephone Company to relocate lines to accommodate four lane Hwy 20 construction.

EXECUTIVE SUMMARY: Permittee working within right of way on a utility project.

BACKGROUND: Work in the county ROW requires a permit from the Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work place underground utilities in the right of way for Schaller Telephone Company.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Permit No._____

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name Schaller Telephone Company

Address 111 W 2nd St Schaller, IA 51053

Highway _____

Township _____

City of _____

Office Phone 712-275-4211 Local Phone 712-275-4211 Section: ¼ of ¼ Sec

Type of Utility Installation Copper Cable T 88 N, R 42 W

Plans Prepared By HunTel Engineering Copy Enclosed X Yes ____ No

Map Showing Location Enclosed X Yes ____ No

Utility Location is X cross right-of-way ____ parallel to right-of-way

____ overhead X underground

Proposed Method of Installation

____ tunnel	____ suspend on poles	X cased (bore)
____ jack & bore	____ suspend on towers	____ trench
____ open cut	X plow	

Estimated Starting Date 8/24/15 Estimated Restoration Date 10/1/15

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Moville, IA 51039. One executed copy will be returned to the Applicant.

By _____ Title CAD Manager

(Signature of Authorized Utility Representative)

Date 8/11/15

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____ Title _____

(Signature of Woodbury County Board Chairman)

Date _____

By _____ Title County Engineer

(Signature of Woodbury County Engineer)

Date 8/13/2015

Other Special Provisions:

Most bore under or plow around any cross road culverts. Line may not be placed above culvert.

Permit Provisions and Conditions of Issuance

1. The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.

3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.

4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.

5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.

6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.

7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.

8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.

9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.

11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.

12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

#16

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 8/14/15

Weekly Agenda Date: 8/18/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, Dept. Head – Rural Economic Development

SUBJECT: Economic Development Assistance Contract by Ag Processing, Inc. (AGP), Woodbury County, and the Iowa Economic Development Authority (IEDA)

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Economic Development Assistance Contract by Ag Processing, Inc. (AGP), Woodbury County, and the Iowa Economic Development Authority (IEDA)

EXECUTIVE SUMMARY: The Economic Development Assistance Contract by AGP, Woodbury County, and IEDA (contract number 15-DF/TC-019) is a formal agreement between the Parties for financial assistance awarded by IEDA for the $90 million business expansion at AGP's Sergeant Bluff location.

BACKGROUND: In December 2014, AGP applied for economic development assistance to IEDA for its $90 million business expansion at its Sergeant Bluff location. The application, which was approved on December 19th, 2014 awarded AGP $152,000 in direct financial assistance and $810,000 in tax incentives. As the local community of the AGP expansion, Woodbury County secured all necessary approvals with full right and authority to sponsor the AGP application to IEDA for economic development assistance. The contract has been reviewed by the County Attorney's office and has been approved for the Boards signature/approval.

FINANCIAL IMPACT: $0

RECOMMENDATION: Authorize Chairman to sign contract.

ACTION REQUIRED / PROPOSED MOTION: Motion to authorize Chairman to sign IEDA Economic Development Assistance contract 15-DF/TC-019.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

AGP
Ag Processing Inc

AUG 14 2015 AM9:58

August 13, 2015

VIA OVERNIGHT MAIL

Mr. Mark Monson
Woodbury County
Woodbury County Courthouse
620 Douglas St.
Sioux City, IA 51101

Re: Economic Development Assistance Contract among Ag Processing Inc a cooperative, Woodbury County and the Iowa Economic Development Authority; Contract No. 15-DF/TC-019

Dear Mr. Monson:

Enclosed are three originals of the above agreement, signed on behalf of Ag Processing. Please have an authorized representative of Woodbury County sign the agreements. They should then be sent via overnight mail to the IEDA at the following address:

Iowa Economic Development Authority
Attn: Mr. Benton Quade
200 East Grand Avenue
Des Moines, IA 50309

If you have any questions, please contact the undersigned at (402) 498-2224 or Mr. Quade at (515) 725-3073. Thank you.

Respectfully yours,

David G. Wilwerding
Sr. Vice President, General Counsel

DGW:sc
Encs.
cc: Mr. Kyle Droescher, w/encs.
Mr. Benton Quade, w/encs.

ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT

BY

AG PROCESSING INC A COOPERATIVE,

WOODBURY COUNTY,

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 15-DF/TC-019

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CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJDF-022 and 15-HQJTC-022]
Exhibit B-2	High Quality Jobs Program - Tax Credit Special Conditions
Exhibit B-3	High Quality Jobs Program – Project Completion Assistance Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Irrevocable Letter of Credit
Exhibit F -	Promissory Note(s)

Economic Development Assistance Contract

RECIPIENT:	AG PROCESSING INC A COOPERATIVE
COMMUNITY:	WOODBURY COUNTY
CONTRACT NUMBER:	15-DF/TC-019
AWARD DATE:	DECEMBER 19, 2014
AWARD AMT. – FINANCIAL ASSISTANCE	$152,000
AWARD AMT. – TAX INCENTIVES	$810,000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA), 200 East Grand Avenue, Des Moines, IA 50309, and Ag Processing Inc a cooperative (Recipient), 12700 West Dodge Road, Omaha, NE 68154 and Woodbury County (Community), 620 Douglas Street, 6th Floor, Sioux City, IA 51101.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in the financing of its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Period Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout; such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

"Award" means the sum of any and all assistance provided by IEDA for the Project under this Contract.

"Award Date" means the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.

"Base Employment Level" means the number of full-time equivalent positions at a business, as established by the authority and a business using the business's payroll records, as of the date a business applies for tax incentives or project completion assistance. The number of jobs the business has pledged to create and retain shall be in addition to the base employment level.

"Benefits" means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

"Award Funds" means the cash that is provided by IEDA for this Project as direct financial assistance, including loans.

"*Contract Effective Date*" means the latest date on the signature page of this Contract.

"Contract End Date" means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

"Created Job" means a new, permanent, full-time equivalent (FTE) position added to a business's payroll in excess of the base employment level at the time of application for tax incentives or project completion assistance.

"Forgivable Loan" means a form of an award made by IEDA to the Recipient for which repayment is

eliminated in part or entirely if the Recipient satisfies the terms of this Contract.

"Full-time equivalent job" or *"full-time"* means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or

2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, "employment of one person" means the employment of one natural person and does not include "job sharing" or any other means of aggregation or combination of hours worked by more than one natural person.

"Job Obligations" means the jobs that must be created or retained as a result of a project's receiving state or federal financial assistance, project completion assistance, or tax incentives from the authority and that are required to meet the qualifying wage threshold requirements. Recipient's job obligations are specified in Exhibit D of this contract. Jobs that do not meet the qualifying wage threshold requirements shall not be counted toward a business's job creation or job retention obligations contained in Exhibit D. The job obligations in Exhibit D include the business's base employment level and the number of new jobs required to be created above the base employment level.

"Laborshed Wage" means the qualifying wage threshold applicable to recipient's project as calculated pursuant to rule 261-173.2 and 261-chapter 174 and as specified in Exhibit D of this contract.

"Loan" means an award of assistance with the requirement that the award be repaid with term, interest rate, and other conditions specified as part of the conditions of the award. "Loan" includes deferred loans, forgivable loans, and float loans. A "deferred loan" is one for which the payment for principal, interest, or both, is not required for some specified period. A "forgivable loan" is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A "float loan" means a short-term loan (of not to exceed 30 months) made from obligated but unexpended.

"Maintenance Period" means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

"Maintenance Period Completion Date" means the date on which the Maintenance Period ends. The specific date on which the project maintenance period ends is identified in Exhibit D.

"Project" means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

"Project Completion Date" means the date by which a recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this agreement. The project completion date will be a date on which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

"Project Completion Assistance" means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

"Project Completion Period" means the period of time between the date financial assistance is awarded (the "award date") and the project completion date.

"Qualifying Jobs" are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

"Qualifying Wage Threshold" means the laborshed wage as calculated by IEDA pursuant to statute and rule for each program that is providing financial assistance or tax credit Incentives for this Project. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

"Retained Job" means an existing job that meets the Qualifying Wage Threshold Requirements and would be eliminated or moved to another state if the Project did not proceed in Iowa.

"Security Documents" means all security agreements, financing statements, mortgages, personal and/or corporate guarantees required by the IEDA Board for this Award.

"Sufficient benefits" means that the employer offers to each full-time equivalent permanent position a benefits package that meets one of the following:

1. The employer pays 80 percent of the premium costs for a standard medical and dental plan for single employee coverage with a $750 maximum deductible; or
2. The employer pays 50 percent of the premium costs for a standard medical and dental plan for employee family coverage with a $1,500 maximum deductible; or
3. The employer provides medical coverage and pays the monetary equivalent of paragraph "1" or "2" above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement (401k), profit sharing, disability insurance, child care services.

"Tax Incentives" means the tax credits, refunds and other authorized benefits IEDA has awarded for this Project as detailed in Article 3.

"Total Project Cost" means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

DIRECT FINANCIAL ASSISTANCE	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Loan Forgivable Loan	$ 76,000 $ 76,000
TOTAL FINANCIAL ASSISTANCE:		*$ 152,000*
TAX INCENTIVES		
High Quality Jobs Program	Tax Incentives	$ 810,000
TOTAL STATE TAX INCENTIVES:		*$ 810,000*

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-2	High Quality Jobs Program – Tax Credit Component Special Conditions
Exhibit B-3	High Quality Jobs Program – Project Completion Assistance Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Direct State Financial Assistance – Disbursements of Award Funds.

(a) *Conditions to Disbursement.* The obligation of IEDA to make, continue or disburse funds under this Contract shall be subject to the conditions described in this Article 4.

(b) *Process to Request Disbursement of Award Funds.* Recipient shall prepare, sign and submit disbursement requests and reports as specified in this Contract in the form and content required by IEDA. Recipient shall review all disbursement requests and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs.

(c) *Documents Submitted.* Funds will not be disbursed until IEDA has received the documents described in section 4.3 below as well as the following additional documents, properly executed and completed, and approved by IEDA as to form and substance:

1. *Security Documents.* The fully executed Security Documents required in Article 5.

2. *Promissory Note(s).* The Promissory Note(s) required and described in the exhibit(s).

3. *Requests for Disbursement.* All disbursements of Award proceeds shall be subject to receipt by the IEDA of requests for disbursement, in form and content acceptable to IEDA, submitted by the Recipient. All requests shall include documentation of costs that have been paid or costs to be paid immediately upon receipt of Award proceeds.

(d) *Prior Costs.* No expenditures made prior to the Award Date may be included as Project costs. No funds will be disbursed for expenditures prior to the Award Date.

(e) *Cost Variation.* In the event that the actual cost of the Project is less than the Total Project Cost specified in Exhibit C, the Award Funds specified in Article 3.1 shall be reduced at the same ratio as the reduction in the actual cost of the Project bears to the Total Project Cost specified in Exhibit B. Any funds previously disbursed by IEDA in excess of the reduced direct financial assistance to be provided by IEDA shall be returned to IEDA immediately upon Recipient's receipt of a written request for repayment.

(f) *Investment of Award Funds.*

1. In the event that the Award Funds are not immediately utilized, temporarily idle Award Funds held by the Recipient may be invested provided such investments shall be in accordance with State law, including but not limited to the provisions of Iowa Code chapter 12C concerning the deposit of public funds. Interest accrued on temporarily idle Award Funds held by the Recipient shall be credited to and expended on the Project prior to the expenditure of other Award Funds.

2. All proceeds remaining, including accrued interest, after all allowable Project costs have been paid or obligated shall be returned to IEDA within thirty (30) days after the Project Completion Date. Within ten (10) days of receipt of a written request from IEDA, Recipient shall inform IEDA in writing of

the amount of unexpended Award funds in the Recipient's possession or under the Recipient's control, whether in the form of cash on hand, investments, or otherwise.

4.2 Tax Incentives–Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described in herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* IEDA shall have received such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of tax credit programs and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings, bidding for construction shall not be conducted prior to the written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety, and only if either of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of other Tax Incentives:

(a) *Unremedied event of default.* Upon the occurrence of an Event of Default (as defined in this Contract) by the Recipient, the IEDA may suspend the payment or issuance of the Award to the Recipient until such time as the default has been cured.

(b) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates or closes any of its Iowa facilities IEDA has the discretion to reduce or eliminate some or all of the amount of financial assistance to be received.

(c) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or tax incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or tax incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

ARTICLE 5: SECURITY REQUIREMENTS

5.1 Security for State Direct Financial Assistance Awarded. The Recipient shall execute in favor of the IEDA all security agreements, financing statements, mortgages, personal and/or corporate guarantees (the "*Security Documents*") as required by the IEDA Board for this Award.

(a) *Form of Security.* This Contract shall be secured by the collateral described below, shall be incorporated as Exhibit E of this Contract, and shall remain in effect through the Contract End Date:

- Irrevocable Letter of Credit.

(b) *Value of Collateral.* The value, as reasonably determined by IEDA, of the security shall meet or exceed the amount of Award funds disbursed.

(c) *Additional or Substitute Collateral.* In case of a decline in the market value of the security or any part thereof, IEDA may require that additional or substitute collateral of quality and value satisfactory

to IEDA be pledged as security for this Award. The Recipient shall provide such additional or substitute collateral within 20 days of the date of the request for additional or substitute collateral to secure this Award in an amount equal to or greater than the amount of outstanding Award funds.

(d) *Annual Updated Financials from Guarantor(s) Required.* If the form of security required as described in paragraph (a) above is a guarantee, the Recipient shall annually provide IEDA with current financial statements from the guarantor(s) identified in paragraph "a" above. For purposes of this paragraph, "financial statements" includes but is not limited to profit and loss statement and balance sheet; schedule of aged accounts receivable; schedule of aged accounts payable; and schedule of other debts. These financial statements shall be submitted by Recipient in connection with the Annual Project Status Report required in Article 7.5(b). Updated financial statements may be requested by IEDA more frequently than annually if IEDA has reason to believe that there has been an adverse change in the financial condition of the guarantor(s). In which case, Recipient shall promptly submit the requested updated financial statements.

5.2 Security for Tax Incentives Awarded. The Recipient shall not be required to secure any portion of the Award that would be in the form of tax credits, if tax credits are awarded pursuant to this Contract.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient; and to perform, or cause to be performed, each and all of the obligations under the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitute the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or effecting the Recipient or any of its properties.

(c) *Subsidiaries.* The Recipient has no Subsidiaries involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as at said date in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient

foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate have been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient (financial or otherwise) or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "*Person*" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient threatened, against the Recipient which if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to (or valid leasehold interests in) all of its property involved with the Project (including, without limitation, the Secured Property if real property is a security for this Contract) reflected on the most recent balance sheets furnished to the IEDA (except for sales of assets in the ordinary course of business).

(k) *Taxes.* All tax returns required to be filed by the Recipient in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, as are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting either the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations*. The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community, contravene or constitute a default under any covenant, indenture or contract of or effecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget.*

(c) *No Material Adverse Change.* Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application.* The statements and other information furnished to the IEDA by the Community in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing*. The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community threatened.

(f) *Litigation and Other Controversies*. There is no litigation or governmental proceeding pending, nor

to the knowledge of the Community threatened, against the Community which if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default.* No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws.* The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community. The Community has not received notice to the effect that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community.

(i) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project.* The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the five (5) year Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

		COMPLIANCE MEASUREMENT POINT		COMPLIANCE MEASUREMENT POINT	
Award Date	**Project Completion Period**	**Project Completion Date**	**Maintenance Period**	**Maintenance Period Completion Date**	**Contract Closeout**

"Award Date" means the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.	***"Project Completion Period"*** means the period of time between the Award Date and the Project Completion Date.	***"Project Completion Date"*** means the date 3 years from the Award Date. Recipient must complete the Project by this date. At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.	***"Maintenance Period"*** means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.	***"Maintenance Period Completion Date"*** means the date 2 years from the Project Completion Date and is the date on which the Maintenance Period ends. At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.	IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met. ***"Contract End Date"*** means the date stated in IEDA's written Notice of Final Contract Closeout that is issued pursuant to Article 1.

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and affect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies, all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties; and the Recipient shall insure such other hazards and risks (including employers' and public liability risks) in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will upon request of IEDA furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

(a) Maintenance of Properties. The Recipient shall maintain, preserve and keep the Project and Project location in good repair, working order and condition (ordinary wear and tear excepted) and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so

that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.

2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.

3. Remove from the Project site or the State all or substantially all of the Secured Property.

4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted, or proposed to be conducted by Recipient, as described in the Recipient's approved application for funding, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether or not the change affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

Report	**Due Date**
Annual Project Status Report The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31st for the period ending June 30th
End of Project Report The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date

End of Maintenance Period Report The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Job Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or, licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this state. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the state of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs providing assistance to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project, provided that IEDA provides reasonable notice and abides by Recipient's safety practices and policies.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants (and by this provision the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient).

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; and (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall promptly provide IEDA with written notice of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with a financing or refinancing of the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA, the State of Iowa, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;

(b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;

(c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and

(d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of

the Recipient or any of their agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, change in the Recipient' ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default can result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an *"Event of Default"* under this Contract:

1. *Nonpayment.* Failure to make a payment when due (whether by lapse of time, acceleration or otherwise) for more than ten (10) business days of the due date thereof of any Loan or other payment required by this Contract; or

2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set forth in Article 7, for more than five (5) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract shall for any reason fail to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or

any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change shall occur in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) institute any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official shall be appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above shall be instituted against either the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired, provided that IEDA shall provide notice of the Event of Default and shall provide an opportunity to cure as set out at Section 9.1 (b); or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient experiences a layoff, relocates or closes any of its facilities within the state of Iowa; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient, setting forth the nature of the alleged default in reasonable specificity, and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.

2. Suspend or reduce pending and future disbursements.

3. Declare the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract to be forthwith due and payable, including both principal and interest and all fees, charges and other amounts payable under this Contract shall be and become immediately due and payable without further demand, presentment, protest or notice of any kind.

4. Require repayment of all or a portion of Award Funds disbursed.

5. Revoke or reduce authorized Tax Incentives.

6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) Pro Rata Repayment Permitted in Certain Circumstances. Barring any other Event of Default, if the default is due solely to one of the following circumstances, IEDA will permit pro rata repayment of the direct financial assistance received:

1. *Failure to Meet Job Obligations by Project Completion Date.* If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations, by the Project Completion Date, Recipient shall repay a portion of the direct financial assistance received. The amount to be repaid is calculated based on the number of jobs that are at or above the Qualifying Wage Threshold Requirement. Repayment of any amounts due will be at the rate of $4,000.00 per unfilled job. This per job rate is calculated as follows: $76,000 Forgivable Loan Award Amount divided by 19 jobs to be created.

For example, if the Recipient is short by 10 jobs the amount to be repaid is $4,000.00 per job multiplied by 10, for a total due of $40,000.00. Penalty interest shall apply as described in paragraph 9.1(e).

Upon repayment of the amount due, IEDA will reduce the Recipient's Employment Base. This reduced Employment Base must be maintained through the Maintenance Period Completion Date.

2. *Job shortfall at Maintenance Period Completion Date.* If the Recipient does not maintain its adjusted Employment Base through the Maintenance Period Completion Date, Recipient shall repay an additional portion of the direct financial assistance received for the number of jobs it failed to maintain. The amount to be repaid will be calculated as described in subsection 1 above.

3. *Less than Total Project Cost at Project Completion Date.* If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Description of Project and Award Budget, by the Project Completion Date Recipient shall repay a portion of the direct financial assistance received. For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the Award amount received must be repaid (plus 6% interest calculated from the date of first disbursement of Award Funds).

4. *Repayment Amount If Both Shortfall In Job Obligations and Less Than Total Project Cost.* If the Recipient experiences a shortfall in its Job Obligations and the Total Project Cost is less than required, IEDA will calculate the amount owing for the job shortfall and for investment of the Recipient of less than the Total Project Cost. The higher of these two amounts shall be the amount Recipient shall repay to IEDA.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community. An unremedied Event of Default can result in termination of this Contract and repayment by Community of all or a portion of the pledged local match, plus applicable default interest and costs.

(a) *Events of Default.* Any one or more of the following shall constitute an *"Event of Default by Community"* under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community, setting forth the nature of the alleged default in reasonable specificity, and providing therein a reasonable period time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, in which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.

2. Require repayment by Community for the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if such court has jurisdiction. If however, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in

accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, but only as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA Board review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA Board's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation by fax) and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other given by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Ag Processing Inc a cooperative
Director of Corporate Finance
12700 West Dodge Road
Omaha, NE 68154

E-mail: kdroescher@agp.com
Telephone: 402-498-2222
Facsimile: 402-431-5050

With copy to:

Ag Processing Inc a cooperative
Legal Dept.
12700 West Dodge Road
Omaha, NE 68154

E-mail: dwilwerding@agp.com
Telephone: 402-498-2224
Facsimile: 402-431-5050

To the IEDA at:

Iowa Economic Development Authority
Compliance
200 East Grand Avenue
Des Moines, Iowa 50309
Attention: Business Development - Compliance

E-mail: Compliance@iowa.gov
Telephone: 515.725.3000
Facsimile: 515.725.3010

To the Community at:

Woodbury County
David Gleiser
620 Douglas Street, 6th Floor
Sioux City, IA 51101

E-mail: dgleiser@sioux-city.org
Telephone: 712-279-6609
Facsimile: 712-279-6530

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Article and a confirmation of such facsimile has been received by the sender, (ii) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (iii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iv) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed to be final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and its respective successors and assigns, and shall inure to the benefit of the IEDA and the benefit of their respective successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA.

10.12 Termination. This Contract can be terminated under each of the following circumstances:

(a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.

(b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.

(c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(c).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

1.	Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJDF-022 and 15-HQJTC-022
2.	Exhibit B-2	High-Quality Jobs Program – Tax Credit Component Special Conditions
3.	Exhibit B-3	High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
4.	Exhibit C -	Description of the Project and Award Budget
5.	Exhibit D -	Job Obligations
6.	Exhibit E-	Irrevocable Letter of Credit
7.	Exhibit F -	Promissory Note(s)

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

1. Article 1 - 10 of this Contract.

2.	Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJDF-022 and 15-HQJTC-022
3.	Exhibit B-2	High-Quality Jobs Program – Tax Credit Component Special Conditions
4.	Exhibit B-3	High-Quality Jobs Program – Project Completion Assistance Component Special Conditions
5.	Exhibit C -	Description of the Project and Award Budget
6.	Exhibit D -	Job Obligations
7.	Exhibit E -	Irrevocable Letter of Credit
8.	Exhibit F -	Promissory Note(s)

10.15 Integration. This Contract contains the entire understanding between the Parties relating to the Project and any representations that may have been made before or after the signing of this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such

prior representation in entering into this Contract.

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

_____

Deborah V. Durham, Director

_____

Date

FOR RECIPIENT:

BY: Scott Simmelink

Signature

Scott Simmelink, CFO

Typed Name and Title

8-13-15

Date

LEGAL REVIEW

FOR THE COMMUNITY:

BY:

_____

Signature

_____

Typed Name and Title

_____

Date

LIST OF EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # 15-HQJDF-022 and 15-HQJTC-022
Exhibit B-2	High Quality Jobs Program – Tax Credit Component Special Conditions
Exhibit B-3	High Quality Jobs Program – Project Completion Assistance Component Special Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Irrevocable Letter of Credit
Exhibit F -	Promissory Note(s)

EXHIBIT B – 2
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 15-DF/TC-019

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

"Capital Investment" means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA's administrative rule 261 IAC 174.10.

"Investment Qualifying for the Tax Credit" means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project. Not all of the expenditure categories used to calculate the *"Investment Qualifying for the Tax Credit"* are included for purposes of claiming the tax credits. The allowable categories of expenditures for purposes of claiming the tax benefits are described in IEDA's administrative rule 261 IAC 174.10.

"Qualifying Investment " means the statutorily-required minimum investment amount that must be met and maintained by the Recipient to receive High Quality Jobs Program tax benefits for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in IEDA's administrative rule 261 IAC 174.10.

"Economically Distressed Area" means a county that ranks among the bottom 25 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Benefits through the High Quality Jobs Program, based on the minimal investment requirements described herein: $810,000.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Benefits, the Recipient shall meet the following minimum investment requirements:

(a)	Capital Investment.	$ 89,100,000
(b)	Qualifying Investment.	$ 89,100,000
(c)	Investment Qualifying for Tax Credits.	$ 88,800,000

2.3 Additional Tax Benefits. The Recipient is eligible for additional incentives pursuant to Iowa Code sections 15.326, et. seq. pursuant to its participation in the High Quality Jobs Program and its obligations and rights under the Contract. The following Tax Benefits, in the maximum amounts shown for each authorized benefit, are so available to the Recipient:

Authorized Benefits	Included in Award	Maximum Amt.
Refund of Sales, Service, and Use Taxes.	☒ Yes ☐ No	$ 510,000
Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.	☐ Yes ☒ No	$ 0
Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.	☐ Yes ☒ No	$ 0
Investment Tax Credit	☒ Yes ☐ No	$ 300,000
Research Activities Credit.	☐ Yes ☒ No	$ 0
Local Property Tax Exemption Provided by Community	☒ Yes ☐ No	$ 2,162,676

2.4 Conditions for Authorized Benefits. The Recipient is responsible to seek these additional benefits through processes described in the applicable statues and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the benefits described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.

2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.

3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:

    i. Inform the Iowa Department of Revenue (IDR) in writing within two weeks of project completion. For purposes of claiming this refund, "*project completion*" means the first date upon which the average annualized production of finished product for the preceding ninety-day period at the manufacturing facility operated by the Recipient is at least fifty percent of the initial design capacity of the facility.

    ii. Within one year after Project Completion, as defined in sub-paragraph i above, make an application to the Department Revenue.

(b) *Reserved.*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (iii), directly related to job obligations, as described in Exhibit D, of the start-up, or location, expansion, or modernization of the business under this program. The Recipient shall not claim more than the amount authorized for this benefit as stated above and in Article 2.2(b). The credit is to be taken in the year the qualifying asset is placed in service. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

July 1, 2017 – June 30, 2018	$ 60,000
July 1, 2018 – June 30, 2019	$ 60,000
July 1, 2019 – June 30, 2020	$ 60,000
July 1, 2020 – June 30, 2021	$ 60,000
July 1, 2021 – June 30, 2022	$ 60,000

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, "Qualifying Expenditures" means:
   i. The purchase price of real property and any buildings and structures located on the real property.

   ii. The cost of improvements made to real property which is used in operation of the business.

   iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) "e" and "j," purchased for use in the operation of the business and which the purchase price may have been depreciated in accordance with GAAP.

4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by a Recipient must be for a period equal to the term of the lease agreement but not to exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land the third-party developer's costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Employment Base, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

(b) For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period

(c) For projects in *Economically Distressed Areas* the Qualifying Wage Threshold requirement applicable to all phases of the project is 100% of the Qualifying Wage Threshold if the eligible business is located in an economically distressed area.

3.3 Provide Sufficient Benefits. The Recipient shall provide all employees included as part of the job and wage obligations with Sufficient Benefits.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following additional default provisions shall apply:

4.1 Repayment of Tax Benefits Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Benefits received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax benefits received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) *Failure to Meet Job Obligations by Project Completion Date.* If the Recipient does not meet is Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, Recipient shall repay a percentage of the Tax Benefits it has received. The repayment percentage will be equal to the percentage of jobs short of its Job Obligations.

The percentage to be repaid is calculated based on the number of jobs that are at or above the Qualifying Wage Threshold. For example, if the Recipient meets 90% of its Job Obligations, the amount to be repaid is 10% of the value of Tax Benefits taken (plus any interest assessed by IDR).

Upon repayment of the amount due, IEDA will reduce the Recipient's Employment Base. This reduced employment base must be maintained through the Maintenance Period Completion Date.

(b) *Job shortfall at Maintenance Period Completion Date.* If the Recipient does not maintain its adjusted Employment Base through the Maintenance Period Completion Date, Recipient shall repay an

additional percentage of the Tax Benefits it has received. The repayment percentage will be equal to the percentage of jobs that the Recipient failed to maintain. The amount to be repaid will be calculated as described in subsection (a) above.

(c) *Less than Total Project Cost at Project Completion Date.* If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Benefits received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the tax benefits received (plus any interest assessed by IDR) must be repaid.

(d) *Repayment Amount If Both Shortfall in Job Obligations and Less Than Total Project Cost.* If the Recipient experiences a shortfall in its Job Obligations and the Total Project Cost is less than required, IEDA will calculate the percentage owing for the job shortfall and for less than the Total Project Cost. The higher of these two amounts shall be the amount Recipient shall repay to IDR.

(e) *Selling, Disposing, or Razing of Property.* If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.

2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.

3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.

4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.

5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

(f) *Qualifying Investment.* If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, Recipient shall repay all or a portion of the value of Tax Benefits received. Repayment shall be calculated as follows plus any interest assessed by IDR:

1. If the Recipient has met 50 percent or less of the Qualifying Investment requirement, Recipient shall repay the same percentage in Tax Benefits as the Recipient failed to invest.

2. If the Recipient has met more than 50 percent but not more than 75 percent of the Qualifying Investment requirement, the Recipient shall repay one-half of the percentage in Tax Benefits as the Recipient failed to invest.

3. If the Recipient has met more than 75 percent but not more than 90 percent of the Qualifying Investment requirement, the Recipient shall repay one-quarter of the percentage in benefits as the Recipient failed to invest.

- End of Exhibit B – 2 -

EXHIBIT B – 3
High Quality Jobs Program – Project Completion Assistance Component

Special Conditions to Contract # 15-DF/TC-019

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

"Economically Distressed Area" means a county that ranks among the bottom 25 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2 : TERMS OF THE AWARD.

2.1 Description of Award. $152,000 of the Award shall be from the High Quality Jobs Program - Project Completion Assistance Component.

2.2 Form of Assistance. The Award, or portion thereof, made through the High Quality Jobs Program - Project Completion Assistance Component shall be in the following form(s):

(a) *Loan*. The Loan shall be awarded to Recipient on the following terms and conditions:

1. Amount: $ 76,000.

2. Interest Rate: 0 %; interest shall accrue from the date of first disbursement of funds.

3. Term: 60 months.

4. *Promissory Note.* The obligation to repay the Loan shall be evidenced by a Promissory Note executed by the Recipient.

5. *Prepayment.* The outstanding principal and accrued interest of this Loan may be prepaid in part or in full at any time without penalty.

6. *Acceleration upon Default.* If there is a failure to pay any installment of principal and interest when due, or only a portion is paid, or in the event of any other Event of Default under this Contract, the IEDA may declare the entire unpaid principal and all accrued interest immediately due and payable.

(b) *Forgivable Loan*. The Forgivable Loan shall be awarded to Recipient on the following terms and conditions:

1. Amount: $ 76,000.

2. Interest Rate: 0 %; Interest accrues from the date of first disbursement of funds.

3. Term: 60 months.

4. *Promissory Note.* The obligation to repay the Forgivable Loan shall be evidenced by a Promissory Note executed by the Recipient.

5. *Terms of Forgiveness.* This Forgivable Loan will be forgiven if the Recipient:

(i) Completes the Project Performance Obligations in Article 7 of the Contract by the Project Completion Date, and

(ii) Maintains the Project Performance Obligations in Article 7 through the Maintenance Period Completion Date, and

(iii) Satisfies all other terms and of this Contract, and

(iv) Is not in default under this Contract.

6. *Prepayment.* The outstanding principal and accrued interest of this Forgivable Loan, or any part thereof that is not forgiven, may be prepaid in part or in full at any time without penalty.

7. *Acceleration upon Default.* If there is a failure to pay any installment of principal and interest when due, or only a portion is paid, or in the event of any other Event of Default under this Contract, the IEDA may declare the entire unpaid principal and all accrued interest immediately due and payable.

(c) *Reserved.*

2.3 Additional Special Terms and Conditions. The Recipient shall comply with the additional terms and conditions as a requirement of the Award, or portion thereof, described in this Exhibit:

- None.

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Employment Base, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(d) For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

(e) For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

(f) For projects in *Economically Distressed Areas* the Qualifying Wage Threshold requirement applicable to all phases of the project is 100% of the Qualifying Wage Threshold if the eligible business is located in an economically distressed area.

3.3 Provide Sufficient Benefits. The Recipient shall provide all employees included as part of the job and wage obligations with Sufficient Benefits.

- End of Exhibit B – 3 -

DESCRIPTION OF THE PROJECT AND AWARD BUDGET (EXHIBIT C)

Name of Recipient: Ag Processing Inc a cooperative

Name of Community: Woodbury County

Contract Number: 15-DF/TC-019

PROJECT DESCRIPTION

Ag Processing Inc a cooperative the project includes the construction of a thirty standard tank car per day vegetable oil refinery, built on the existing 85 acre tract of land that is currently home to the company's soybean processing and biodiesel plants.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs			*Land Acquisition	
HQJP Financial Assistance	$76,000	Loan	*Site Preparation	$2,500,000
HQJP Financial Assistance	$76,000	Forgivable Loan	*Building Acquisition	
HQJP Tax Credit		[1] See Below	*Building Construction	$14,500,000
			*Building Remodeling	
Business	$89,848,000		Lease Payments	
			*Mfg Machinery and Equipment	$71,500,000
			Other Machinery and Equipment	
			Racking, Shelving, etc.	
			*Computer Hardware	$300,000
			Computer Software	$900,000
			*Furniture and Fixtures	$300,000
			Working Capital	
			Research and Development	
			Job Training	
			*included as capital investment if awarded tax credit program	
Total	**$90,000,000**		**Total**	**$90,000,000**

[1] $810,000 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement	$2,162,676		Yes
260E Job Training			
In-Kind Contributions			
RISE			
RED			

Other			

EXHIBIT D – JOB OBLIGATIONS

Recipient: Ag Processing Inc a cooperative
Community: Woodbury County
Contract Number: 15-DF/TC-019

This Project has been awarded benefits from the High Quality Jobs Program (HQJP) – Tax Credit Component and High Quality Jobs Program (HQJP) – Financial Assistance Component. The chart below outline the contractual job obligations related to this Project.

Data in the "Employment Base" column has been verified by the Authority and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the "Jobs To Be Created" column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Business must achieve (at a minimum) the numbers found in the "Total Job Obligations" column.

HQJP JOB OBLIGATIONS Project Completion Date: December 31, 2017 Maintenance Period Completion Date: December 31, 2019	Employment Base	Jobs To Be Created	Total Job Obligations
Total employment at project location	99	20	119
Average wage of total employment at project location	$22.83		
Qualifying Laborshed Wage threshold requirement (per hr)	$20.66 (120%)		
Number of jobs at or above qualifying wage	47	19	66
Average Wage of jobs at or above qualifying wage	$28.01		

Notes re: Qualifying Wages

1. Bonus or commission payments are not included when calculating the Qualifying Wage rate.

2. Employment Base includes 0 "Retained Jobs".

3. If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2.) By not checking the box and not providing the alternative schedule, IEDA will consider "*Full-time Equivalent (FTE) Job*" to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

   ☐ The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

EXHIBIT E

Irrevocable Letter of Credit

The Irrevocable Letter of Credit shall follow this page and shall be Exhibit E to the Contract.

COPY

EXHIBIT F – PROMISSORY NOTE
LOAN
Recipient: Ag Processing Inc a cooperative
Community: Woodbury County
Contract Number: 15-DF/TC-019

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, at its office at 200 East Grand, Des Moines, Iowa 50309, the sum of **SEVENTY SIX THOUSAND DOLLARS ($76,000)** with interest thereon at **ZERO PERCENT (0%)** to be paid as follows:

> **Sixty (60)** monthly payments of **$1,266.67** beginning on the first day of the fourth month from the date Award funds are disbursed. Final payment may vary depending upon dates payments are received.

Interest shall first be deducted from the payment and any balance shall be applied on principal.

Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder.

The undersigned, in case of suit on this note, agrees to pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

This note shall be secured by the Security specified in the Contract.

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

AG PROCESSING INC A COOPERATIVE

By: _____

Scott Simmelink, CFO

Print or Type Name, Title

Address: 12700 WEST DODGE ROAD
OMAHA, NE 68154

Date: August 13, 2015

LEGAL REVIEW

COPY

EXHIBIT F – PROMISSORY NOTE
FORGIVABLE LOAN
Recipient: Ag Processing Inc a cooperative
Community: Woodbury County
Contract Number: 15-DF/TC-019

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises, in the event this Forgivable Loan is not forgiven, to pay to the order of the **IOWA ECONOMIC DEVELOPMENT AUTHORITY**, at its office at 200 East Grand, Des Moines, Iowa 50309, the sum of **SEVENTY-SIX THOUSAND DOLLARS ($76,000)** with interest at a rate of **0%** unless an Event of Default occurs, in which case interest shall be at the default rate set forth in Contract number 15-DF/TC-019 ("Contract"). The terms and conditions by which forgiveness of this Loan may occur are as specified in the Contract.

Interest shall first be deducted from the payment and any balance shall be applied on principal. Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder.

The undersigned, in case of suit on this note, agrees to pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

This note shall be secured by the Security specified in the Contract.

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

AG PROCESSING INC A COOPERATIVE

By: _____

Scott Simmelink, CFO

Print or Type Name, Title

Address: 12700 WEST DODGE ROAD
OMAHA, NE 68154

Date: August 13, 2015

LEGAL REVIEW

#17

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: August 12, 2015

Weekly Agenda Date: August 18, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

SUBJECT: A resolution urging the Sioux Rivers Regional MHDS Governance Board to amend recent changes to the 28E agreement forming the region to comport with Iowa law

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☒	Approve Motion ☐
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Approval of a resolution urging the Sioux Rivers Regional MHDS Governance Board to amend recent changes to the 28E agreement forming the region to comport with Iowa law

EXECUTIVE SUMMARY: I have drafted this resolution with the assistance of Asst. County Attorney Joshua Widman and with recommendation by Chairman Monson. This concerns a profound issue that deals with representative taxation. Although most parties to this agreement have referenced a "gentleman's agreement" that they would never infringe on a county's right to levy their own taxes, the legal wording of this agreement clearly states to the contrary. The present board of the mental health region cannot obligate future boards to abide by their so-called "gentleman's agreement," therefore Woodbury County must advocate this issue be fixed before that theory can be tested by future boards who may read the legal document as a statement of fact. If approved, this resolution will be presented to the Sioux Rivers MDHS Governance Board.

BACKGROUND: This has been an issue since May 2015 and I am certain all alternatives have been exhausted before this step. In the time since Woodbury County accepted the amended agreement, the Woodbury County Attorney's Office and the General Counsel of Iowa State Association of Counties have legitimized my suspicions that the changes to the financing section do not comport with Iowa law.

FINANCIAL IMPACT: None short-term, but profound long-term.

RECOMMENDATION. Approve the resolution.

ACTION REQUIRED / PROPOSED MOTION: "I move to approve the resolution."

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

RESOLUTION NO _____

A RESOLUTION URGING THE SIOUX RIVERS REGIONAL MHDS GOVERNANCE BOARD TO AMEND RECENT CHANGES TO THE 28E AGREEMENT FORMING THE REGION TO COMPORT WITH IOWA LAW

WHEREAS, Sioux Rivers Regional Mental Health & Disability Services Governance Board ("Sioux Rivers") promulgated changes to the 28E agreement between Woodbury, Plymouth, and Sioux counties, including section 7.1 which adds "and said Governing Board shall determine the amount of mental health dollars levied by individual counties on behalf of the Region, up to the state levy cap, on an annual basis"; and

WHEREAS, the member counties each approved this change, with a divided vote in Woodbury County May 19, 2015; and

WHEREAS, the power to levy a tax is not inherent and must be explicitly granted by the legislature; and

WHEREAS the Iowa legislature has not granted regional mental health entities the power to certify or levy a tax. Rather, Iowa Code § 331.424A grants that power to the individual counties ("For each fiscal year, the county shall certify a levy for payment of services." Iowa Code § 331.424A(6)); and

WHEREAS Chapter 24 of the Code of Iowa requires governmental entities that either certify or levy a tax to hold a public hearing and to comply with certain procedural and public notice requirements when setting and adopting a budget;

WHEREAS the Sioux Rivers region does not hold a public hearing on its budget or otherwise comply with Chapter 24. The recent changes to the 28E agreement would leave Woodbury County taxpayers without a forum to be heard concerning the amount of the mental health levy or the mental health budget process; and

WHEREAS, Woodbury County Supervisor and Sioux Rivers Board member Matthew Ung brought these concerns to the regular, public meeting of Sioux Rivers on May 26, 2015, and Sioux Rivers admitted possible illegality but refused to immediately address the illegality; and

WHEREAS, Woodbury County believes that failure to amend the 28E Agreement to comport with Iowa law could jeopardize the ability to levy and collect funds for mental health services;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board object to setting this precedent that could

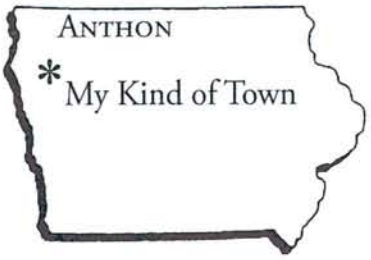
later allow counties to set levies in other counties without support from a single elected official of the other county; and

BE IT FURTHER RESOLVED that the Woodbury County Board of Supervisors request that the 28E Agreement be amended to comport with Iowa law.

BE IT SO RESOLVED this 18th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman	Jaclyn D. Smith, Member
Larry D. Clausen, Member	Jeremy J. Taylor, Member
Matthew A. Ung, Member	Attest: Patrick F. Gill, Woodbury County Auditor



CITY OF ANTHON

301 E. Main St.
P.O. Box 160
ANTHON, IOWA 51004
712-373-5218

MAYOR
Allan Pithan

CLERK
Ruth A. Groth, MMC

AUG 10 2015 PM1:53

August 7, 2015

Woodbury County Board of Supervisors
620 Douglas St
Sioux City, Iowa 51101

RE: Anthon Meeting

Dear Supervisors and Staff:

Thank you for holding the July 23, 2015 meeting for the Anthon community. We were pleased with the attendance (over 70 people) and questions that were asked. I do however, have some suggestions for future rural community meetings.

I felt our meeting ran to long and that Public Input was somewhat less than may have occurred. With the exception of Sgt Bluff, information on TIF and CF Industries needs to be very brief (5 minutes for each topic). Questions to the County Engineer were good and the answers were informative as this was a topic many rural residents were interested in. Sheriff Drew's comments on 28E agreements were good. David Geisler's information on future economic development and the necessity for communities to be prepared by having a Comprehensive Plan in place was helpful.

Thank you again for coming to Anthon and please feel free to come again anytime.

Respectfully,

Allan Pithan

Allan Pithan
Mayor

AUG 11 2015 PM1:21

CITY DEVELOPMENT BOARD
STATE OF IOWA

IN THE MATTER OF THE CITY OF SERGEANT BLUFF VOLUNTARY ANNEXATION INCLUDING NON-CONSENTING OWNERS WITHIN THE URBAN AREA OF THE CITY OF SIOUX CITY	)))))	NO. NC15-14 / SERGEANT BLUFF NOTICE OF PUBLIC HEARING

TO: Cities of Sergeant Bluff and Sioux City, Woodbury County Board of Supervisors, Woodbury County Attorney, Siouxland Interstate Metropolitan Planning Council, Iowa Attorney General, Iowa Department of Transportation, Public Utilities and Interested Persons.

You and each of you are hereby notified that the City Development Board will, pursuant to Iowa Code Section 368.7, hold a public hearing on the above captioned matter. The public hearing is scheduled via GoToMeeting for 1:30 p.m. on September 9, 2105, at the Iowa Economic Development, 200 East Grand Avenue, 2nd Floor Smart Conference Room, Des Moines, Iowa, and Sergeant Bluff City Hall, 401 4th Street, Sergeant Bluff, Iowa.

This proposal contains some territory without the consent of the owner. Such proposals require approval of 4/5's of the City Development Board after a public hearing. You are invited to attend this hearing to present evidence for or against the proposed annexation.

To participate in the public hearing via teleconference, dial 866-685-1580; when prompted, enter conference code 5152424815 followed by #. You should then be connected to the public hearing.

If you have any questions or wish further clarification, please contact me at (515) 725-3064.

CITY DEVELOPMENT BOARD

Matt Rasmussen, Administrator
City Development Board

PROOF OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing instrument was served upon:

Mr. Dakin Schultz
Iowa Dist. Trans. Planner
2800 Gordon Dr. PO Box 987
Sioux City, IA 51102

Ms. Karen James
Woodbury Co Bd of Supervisors
620 Douglas Street
Sioux City, IA 51101

Mr. Patrick Jennings
Woodbury Co. Attorney
620 Douglas Street, Ste. 300
Sioux City, IA 51101

Mr. Dwight Lang
SIMPCO
1122 Pierce Street, PO Box 1077
Sioux City, IA 51102

Mr. Aaron Lincoln
Sergeant Bluff City Administrator
401 4th Street, P.O. Box 703
Sergeant Bluff, IA 51054-0703

Ms. Lisa McCardle
Sioux City - City Clerk
P.O. Box 447, 405 6th Street
Sioux City, IA 51102-0447

Ms. Sarah Kleber
Heidman Law Firm
1128 Historic 4th Street, PO Box 3086
Sioux City, IA 51102

Ms. Barb Parks
MidAmerican Energy Company
223 South Iowa Street
Sioux City, IA 51101

Mr. Lenny Vohs
AT&T Transmission
142 S. Oak Street
Kansas City, MO 64106

Mr. Mathew Lafrenz
Cable One
900 Steuben Street
Sioux City, IA 51101

Mr. Richard Trgovec
Midwest Fiber Networks LLC
6070 N. Flint Road
Glendale, WI 53209

Mr. Terry Burke
Winstream McLeod
115 S. 2nd Avenue W.
Newton, IA 50208

Mr. Justin Melohn
CenturyLink
426 Lake Avenue
Storm Lake, IA 50588

Sergeant Bluff Drainage District
P.O. Box 703
Sergeant Bluff, IA 51054

Mr. Gary Walters
Farmers Drainage District-Sub Dist. #1
5504 Wild Rose Ln.
Sioux City, IA 51106

Mr. Roger Rand
Farmers Drainage District-Sub Dist. #2
2020 250th Street
Salix, IA 51052-8009

Mr. Fred Johnson
Farmers Drainage District-Sub Dist. #2
3375 Dillion Avenue
Sloan, IA 51055

Northern Natural Gas Company
1111 S. 103rd Street
Omaha, NE 68124-1000

Mr. Miles Patton
Long Lines
501 4th St., PO Box 67
Sergeant Bluff, IA 51054

Mr. Mark Huntley
City of Sergeant Bluff
P.O. Box 703
Sergeant Bluff, IA 51054

Sprint Nextel
6200 Spring Pkwy.
Overland Park, KS 66251

Mr. Timothy Higgins
City of Sioux City
1921 18th Street
Sioux City, IA 51105

Mr. Nate Bauer
Woodbury County Rural Electric
P.O. Box 566
Moville, IA 51039

Ms. Alissa Hackel
Union Pacific Railroad
1400 Douglas Street Stop 1690
Omaha, NE 68179

Ms. Catherine Anne Kobs
2184 Old Hwy. 75
Sergeant Bluff, IA 51054

Ms. Janis Johnson
717 Coffie Farm Rd.
Sergeant Bluff, IA 51054

Ms. Janene Watson
717 Coffie Farm Rd.
Sergeant Bluff, IA 51054-3505

Ms. Janene Watson
P.O. Box 953
Charles Town, WV 25414-0953

Mr. & Mrs. Terry Kucera
1412 210th Street
Sergeant Bluff, IA 51054

Better Homes Nursery & Gardens Co.
3800 Stone Park Blvd.
Sioux City, IA 51104

Ms. Barbara Parker
Liberty Township Trustees
1 Bigelow Park Cr.
Salix, IA 51052

Ms. Casey Lee
Woodbury Township Trustees
1458 210th Street
Sergeant Bluff, IA 51054

Ms. Nicole Jensen
City of Sioux City Attorney
P.O. Box 447
Sioux City, IA 51101

Mr. John Pylelo
Office of Planning & Zoning
620 Douglas St., Courthouse, 6th Fl.
Sioux City, IA 51101

Mr. Mark Nahrah
Woodbury County Engineer
620 Douglas St., Courthouse, Rm. 502
Sioux City, IA 51101-1248

Mr. Dale Jorgensen
2184 Port Neal Rd.
Sergeant Bluff, IA 51054

Mr. & Mrs. Leroy Peterson
2182 Old Hwy. 75, PO Box 562
Sergeant Bluff, IA 51054-0562

Janice Johnston & Janene Watson
717 Coffie Farm Rd.
Sergeant Bluff, IA 51054-3505

Mr. & Mrs. Bert Ullrich
1334 Warrior Rd.
Sergeant Bluff, IA 51054-8016

Mr. & Mrs. Frank Thompson
1338 Warrior Rd.
Sergeant Bluff, IA 51054

Mr. & Mrs. Matthew Johnson
104 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. & Mrs. Allen Slagle
106 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8011

Larry Beaty & Rita Gill
107 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. & Mrs. James Skoglund
109 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. Robert Dimig
111 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Ranier Nielsen & Carol L. JT Revoc. Liv. Trust
112 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. & Mrs. Mark Pottorff
113 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8012

Mr. Robert Bartling
114 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8011

Mr. & Mrs. Jeffrey Trisler
115 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. & Mrs. Edward Westbrook
116 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8011

Ms. Marilyn Jahn
117 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. & Mrs. Timothy Schiller
118 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Mr. & Mrs. James Ruble
119 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8012

Mr. & Mrs. Dean Fischer
120 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8011

Mr. & Mrs. Leon Stevenson
121 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8012

Mr. & Mrs. David Hunt
122 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8011

Mr. & Mrs. Gary Schoorman
123 Pioneer Valley Drive
Sergeant Bluff, IA 51054-0801

Ms. Rosemary Gould
124 Pioneer Valley Drive
Sergeant Bluff, IA 51054-8011

Mr. & Mrs. Ronnie Carlson
125 Pioneer Valley Drive
Sergeant Bluff, IA 51054

Sergeant Bluff-Luton Comm. School Dist.
201 Port Neal Road
Sergeant Bluff, IA 51054-8108

Ms. Pamela Briese
4325 190th Street
Correctionville, IA 51016

Mr. & Mrs. Harold Drotzmann
2206 Hwy. 75 S.
Sergeant Bluff, IA 51054

Tracy & Robin Morris
7411 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. Alfred Muller
7405 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. & Mrs. Matthew Johnson
104 Pioneer Valley Rd.
Sergeant Bluff, IA 51054

Mr. Robert Adams
108 Pioneer Valley Rd.
Sergeant Bluff, IA 51054

Ms. Rosemary Gould
124 Pioneer Valley Rd.
Sergeant Bluff, IA 51054-8011

Mr. & Mrs. Ronnie Carlson
125 Pioneer Valley Rd.
Sergeant Bluff, IA 51054

Tracy & Robyn Morris
7411 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. & Mrs. James Lueck
7415 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. Mark Monson
Woodbury County Board of Supervisors
620 Douglas St., County Courthouse
Sioux City, IA 51101

Mr. Douglas Woodward
2224 Banner Avenue
Sergeant Bluff, IA 51054

Mr. & Mrs. Dennis Krogh
2230 Banner Avenue
Sergeant Bluff, IA 51054

Ivener Max & Ivener Francys Family Trust
7423 Cielo Grande NE
Albuquerque, NM 87109-3965

Mr. & Mrs. Joseph Hardy
7390 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. & Mrs. Trent Stulich
P.O. Box 196
Sergeant Bluff, IA 51054

Mr. & Mrs. Robert Shultz
7380 Lakeport Rd.
Sergeant Bluff, IA 51054

Jack Cook Farms Inc.
7374 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. Larry Book
Larry L. Book Rev. Trust
6350 Golf View Place
Sioux City, IA 51106

Mr. & Mrs. Jamie Baker
William P. & Jamie L. Duerksen Etal
1396 210th Street
Sergeant Bluff, IA 51054

Mr. & Mrs. Gregory Book
1398 210th Street
Sergeant Bluff, IA 51054

Ms. Glennis Rogers
Robert M. & Glennis J. Rogers Rev. Trust
7298 Old Lakeport Rd.
Sergeant Bluff, IA 51054

Mr. & Mrs. Randall Rogers
1367 210th Street
Sergeant Bluff, IA 51054

Said copy was mailed in an envelope addressed to them at the address shown above, with postage fully paid and by depositing same in a United States Post Office depository in Des Moines, Iowa, on the 12th day of August, 2015.

LOCAL DELIVERY
Honorable Tom Miller, Iowa Attorney General

Betty Hessing

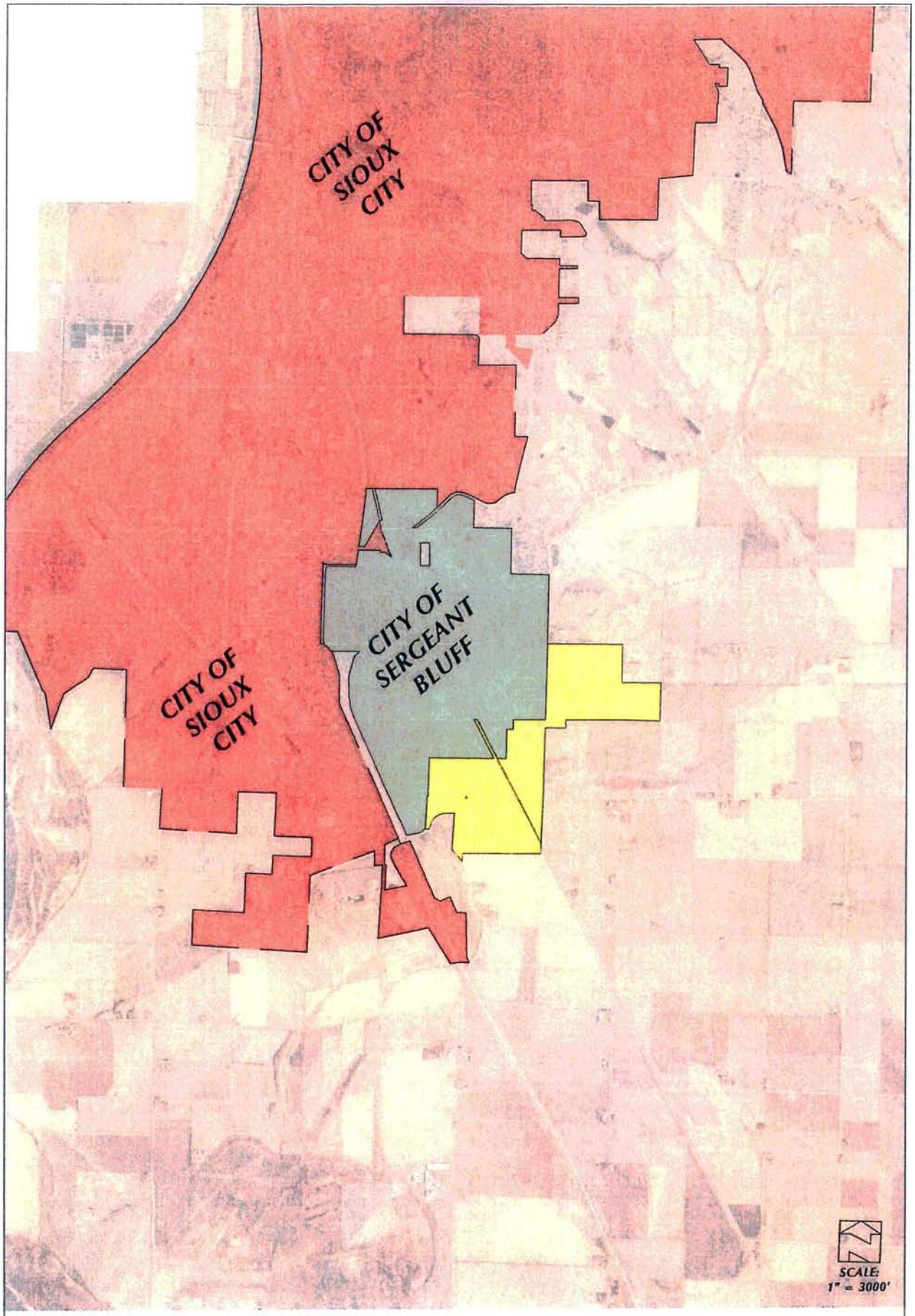
Betty Hessing, Administrative Assistant

Appendix A
Legal Description of territory proposed to be annexed to the City of Sergeant Bluff, Iowa
CDB Case No. UA15-14

COMMENCING AT THE N1/4 CORNER OF SECTION 32 T88N, R47W OF THE 5th PRINCIPAL MERIDIAN, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N90°00'00"E (AN ASSUMED BEARING) ALONG THE NORTH LINE OF THE NE1/4 SECTION 32 33.00 FEET SHORT OF THE NE CORNER OF SECTION 32; THENCE SOUTH PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF THE NE1/4 1317.31 FEET TO THE SOUTH LINE OF THE NE1/4 NE1/4; THENCE EAST ALONG THE NORTH LINE OF THE SW1/4 NW1/4 SECTION 33 TO THE NW1/16 CORNER; THENCE SOUTH ALONG THE EAST LINEOF THE SW1/4 NW1/4 TO THE C-W1/16 CORNER; THENCE WEST ALONG THE SOUTH LINE OF THE SW1/4 NW1/4TO THE W1/4 CORNER OF SECTION 33; THENCE WEST ALONG THE SOUTH LINE OF THE NE1/4 SECTION 32 709.5 FEET SHORT OF THE CENTER OF SECTION 32; THENCE SOUTH 280.5 FEET PARALLEL TO THE WEST LINE OF THE SE1/4 SECTION 32; THENCE WEST 709.5 FEET PARALLELTO THE NORTH LINE OF THE SE1/4 SECTION 32 TO THE WEST LINE OF THE SE1/4 SECTION 32; THENCE SOUTH ALONG THE WEST LINE OF THE SE1/4 SECTION 32 (CENTERLINE OF LAKEPORT ROAD) TO THE S1/4 CORNER OF SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE NW1/4 SECTION 5 T87N, R47W (CENTERLINE OF LAKEPORT ROAD) TO THE CENTER OF SECTION 5; THENCE WEST ALONG THE SOUTH LINE OF THE NW1/4 TO THE WI/4 CORNER OF SECTION 5; THENCE SOUTH ALONG THE EAST LINE OF SECTION 6 TO THE CENTERLINE OF BANNER AVENUE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF BANNER AVENUE TO THE EASTERLY LINE OF AN ACREAGE PARCEL, SAID EASTERLY LINE BEING 268.69 FEET WEST OF THE EAST LINE OF THE NE1/4 OF SECTION 6; THENCE NORTHERLY ALONG SAID ACREAGE'S EASTERLY LINE TO THE SOUTH ROW LINE OF DOGWOOD TRAIL; THENCE WEST AND SOUTH ALONG THE SOUTH ROW LINE OF DOGWOOD TRAIL TO A POINT ON THE SOUTHWESTERLY LINE OF SAID ACREAGE, SAID POINT BEING 95.30 FEET EAST AND 1124.72 FEET SOUTH OF THE N-EI/16 CORNER OF SECTION 6; THENCE NORTHWESTERLY TO A POINT ON THE WEST ROW LINE OF PORT NEAL ROAD 1134.6 FEET SOUTH AND 33.0 FEET WEST OF THE N-EI/16 CORNER OF SECTION 6; THENCE NORTH ALONG THE WEST ROW LINE OF PORT NEALROAD TO THE NORTH LINE OF SECTION 6; THENCE EAST ALONG THE NORTH LINE OF SECTION 6 TO THE N-EI/16 CORNER OFSECTION 6; THENCE NORTH ALONG THE WEST LINE OF THE SE1/4 SE1/4 SECTION 31 T88N, R47W TO THE SE1/16 CORNER OF SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SE1/4 SE1/4 TO THE E-S1/16 CORNER OF SECTION 31; THENCE EAST ALONG THE NORTH LINE OF THE SW1/4 SW1/4 SECTION 32 TO THE WESTERLY ROW LINE OF THE UNION PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID WESTERLY ROW LINE TO THE NORTH LINE OF THE SW1/4 SECTION 32; THENCE EAST ALONG SAID NORTH LINE OF THE SW1/4 TO THE EASTERLY ROW LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG SAID EASTERLY ROW LINE TO THE NORTH LINE OF THE SW1/4 SW1/4; THENCE EAST ALONG SAID NORTH LINE OF THE SW1/4 SW1/4 TO THE SW1/16 CORNER OF SECTION 32; THENCE NORTH ALONG THE EAST LINE OF THE NE1/4SW1/4 SECTION 32 TO THE SOUTHWEST CORNER OF LOT 1, PIONEER VALLEY SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF THE PIONEER VALLEY SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 2; THENCE NORTH ALONG SAID EAST LINE OF LOT 2 TO THE NORTH LINE OF THE SW1/4 SECTION 32; THENCE EAST ALONG THE NORTH LINE OF THE SW1/4 SECTION 32 (CENTERLINE OF WARRIOR ROAD) TO THE CENTER OF SECTION 32; THENCE NORTH ALONG THE WEST LINE OF THE NE1/4 SECTION 32 (CENTERLINE OF LAKEPORT ROAD) TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS APPROXIMATELY 510 ACRES (470.3 PRIVATELYOWNED, 39.7 PUBLICLY OWNED)

The territory extends to the center line of all
secondary roads adjacent to the above described properties.



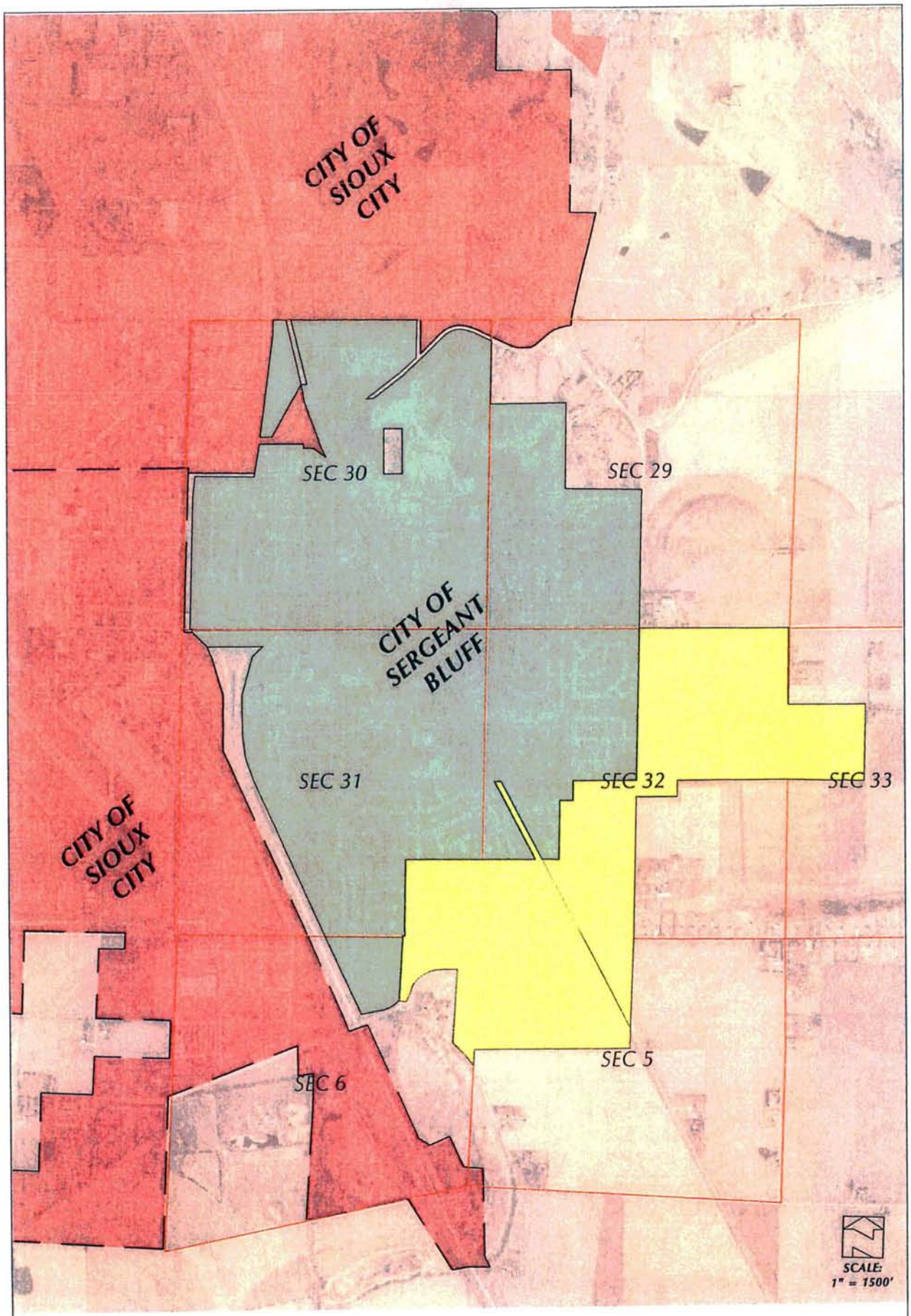
EXISTING SIOUX CITY LIMITS

EXISTING SERGEANT BLUFF CITY LIMITS

V&K

PROPOSED CITY LIMITS
SERGEANT BLUFF, IOWA
MAY, 2015

VEENSTRA & KIMM, INC.
203 Sergeant Square Drive, Suite B • Sergeant Bluff, Iowa 51054
712-943-5055 • 712-943-5088 (FAX) • 877-241-8009 (WATS)



EXISTING SIOUX CITY LIMITS

EXISTING SERGEANT BLUFF CITY LIMITS

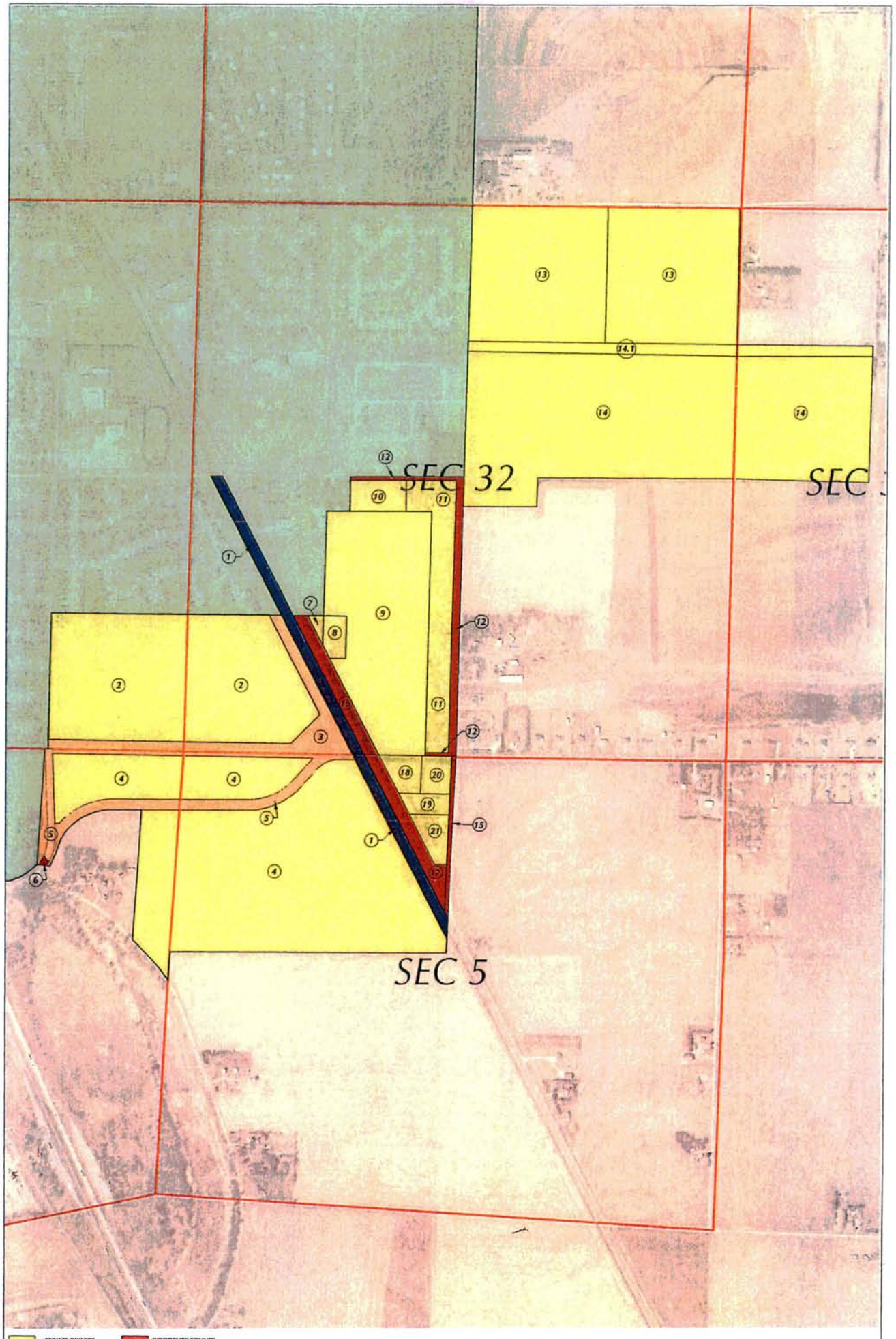
PROPOSED SERGEANT BLUFF CITY LIMITS

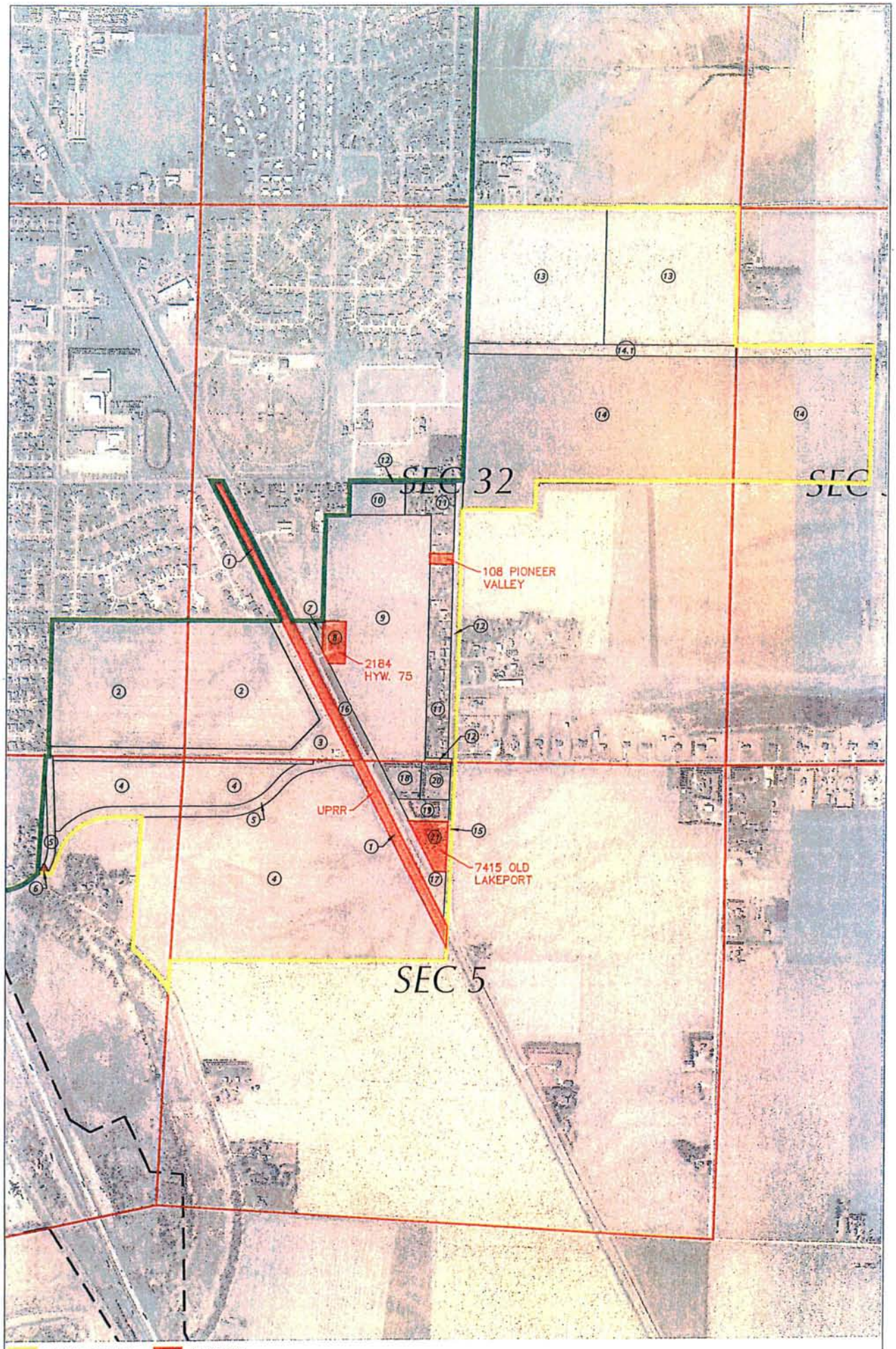
V&K

VEENSTRA & KIMM, INC.

203 Sergeant Square Drive, Suite B • Sergeant Bluff, Iowa 51054
712-943-5055 • 712-943-5088 (FAX) • 877-241-8009 (WATS)

PROPOSED CITY LIMITS
SERGEANT BLUFF, IOWA
MAY, 2015


SEC 32
SEC 5
PRIVATE OWNERS
CITY OF SERGEANT BLUFF
UNION PACIFIC RR
EXISTING SERGEANT BLUFF CITY LIMITS
WOODBURY COUNTY
3 ANNEXATION TRACT 8
PROPOSED CITY LIMITS
SERGEANT BLUFF, IOWA
APRIL, 2015
VEENSTRA & KIMM, INC.
SCALE:
1" = 400'


SEC 32
SEC 5
108 PIONEER VALLEY
2184 HYW. 75
UPRR
7415 OLD LAKEPORT
PROPOSED ANNEXATION AREA
NON CONSENTING
EXISTING SERGEANT BLUFF CITY LIMITS
EXISTING SIOUX CITY LIMITS
ANNEXATION TRACT 8
VEENSTRA & KIMM, INC.
PROPOSED CITY LIMITS
SERGEANT BLUFF, IOWA
APRIL, 2015
SCALE:
1" = 400'

Tuesday, August 25

Time: 1:00 — 3:00 p.m.

Retirement Open House for Barb Schultz

Location:

Dorothy Pecaut Nature Center

4500 Sioux River Rd.

Sioux City, IA 51109

Questions: 712-258-0838

Stop out for some refreshments and wish Barb good luck with Retirement!

Barb is retiring after 17 years with the Conservation Department.

Friday, August 21st

2:00 to 4:00 P.M.

Retirement Coffee for Officer Jeff Finken & Officer Bob Hansen

Please join us for

cake & coffee

at

Police/Fire

Headquarters in

Honor of

Officer Jeff Finken

(21 years of service)

and Officer Bob Hansen

(25 years of service).

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
8/1/15	Saturday	204	195	9	0	15
8/2/15	Sunday	207	198	9	0	15
8/3/15	Monday	208	199	9	0	15
8/4/15	Tuesday	205	195	10	0	15
8/5/15	Wednesday	205	195	10	0	16
8/6/15	Thursday	207	198	9	0	18
8/7/15	Friday	205	196	9	0	20
		1441	1376	65	0	114

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
8/1/15	224	185	39
8/2/15	222	183	39
8/3/15	223	184	39
8/4/15	232	191	41
8/5/15	228	186	42
8/6/15	224	188	36
8/7/15	230	190	40
	1583	1307	276

*Highest population count each day