NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(AUGUST 25, 2015) (WEEK 35 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@mudllap.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 25, 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

4:30 p.m. 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

2.	Citizen Concern	Information
3.	Approval of the agenda August 25, 2015	Action
4.	Approval of the minutes of August 18, 2015 meeting	Action
5.	Discussion and approval of claims	Action
6.	City of Sioux City – Erika Newton Approval of Roger Brooks Community Assessment Program	Action
7.	Human Resources – Ed Gilliland Approval of Memorandum of Personnel Transactions	Action
8.	Board Administration – Karen James	
	a. Approval of resolution for a tax suspension for K. J.	
	b. Discussion and action approving the acceptance of the low bid received by City of Sioux City from Omaha Paper Co. Inc. – Dennis Butler	Action
	c. Discussion and action allowing the County Auditor's office and the Treasurer's Office to establish an internal service fund for the prepayment of the County's Portion of the bid in the amount of $11,431 – Dennis Butler	Action

9. Building Services – Kenny Schmitz
   a. Option #1 & Option #2 probable cost for LEC entrance — Information
   b. Approval of Trane chiller service agreement for Courthouse & Trosper Hoyt Building — Action
   c. Approval of soil testing services — Action

10. Secondary Roads – Mark Nahra
   a. Consideration of approval of the contract with Johnson Propane for propane for various county buildings for fiscal year 2016 — Action
   b. Consideration of the approval of the plans for project number RCX-CO97(130) --9A-97, for PCC pavement replacement on Port Neal Circle — Action
   c. Consider resolution to accept CF Industries Drive into the Secondary Road System — Action

11. Reports on committee meetings — Information

12. Citizen's Concerns — Information

13. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

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	**12:00 p.m.**	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
	5:00 p.m.	Conservation Board Meeting, Brown's Lake Shelter
	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
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
MONDAY, SEPTEMBER 28	**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, SEPTEMBER 29	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F
	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, 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.

#4

AUGUST 18, 2015 — THIRTYFORTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, August 18th, 2015 at 3:30 p.m. Board members present we Smith, and Ung; Taylor was absent. Staff members present were Karen James, Board Administrator, De Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director and Patrick Gill, Auditor/Clerk to the Board.

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

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

2. Motion by Clausen second by Taylor to go into closed session per Iowa Code Section 21.5(1)(c). Carried 5-0 on a roll-call vote.

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

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

4. Citizen concerns.

5. Motion by Taylor second by Ung to approve the Agenda for August 18, 2015. Carried 5-0. Copy filed.

6. Motion by Clausen second by Ung to approve the minutes of the August 11, 2015 Board meeting. Carried 4-0; Taylor abstained. Copy filed.

7. Motion by Ung second by Clausen to approve the county's claims totaling $768,661.63. Carried 5-0. Copy filed.

8. Discussion on Roger Brooks Community Assessment Program.

9a. Motion by Clausen second by Ung to approve the agreement with RML Architect for Law Enforcement Center entrance plaza. Carried 5-0. Copy filed.

9b. Motion by Smith second by Taylor to approve the agreement with RML Architect for Courthouse passenger elevators. Carried 5-0. Copy filed.

10a. Motion by Ung second by Taylor to approve the appointment of Ariel Hudson, Civilian Jailer, County Sheriff Dept., effective 08/21/15, $17.48/hour. Job Vacancy Posted 7-1-15. Entry Level Salary: $17.48/hour.; and the appointment of Shawn Mckenna, Equipment Operator, Secondary Roads Dept., effective 8/19/15, $20.71/hour. Job Vacancy Posted 5-27-15. Entry Level Salary: $20.71/hour. Carried 5-0. Copy filed.

10b. 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.

10c. Motion by Monson second by Ung to approve the Memorandum of Understanding regarding Sheriff Reserve among Sheriff, Board of Supervisors, and CWA subject to the review of the attorney advising the County on this issue. Carried 4-1; Clausen opposed. Copy filed.

10d. Motion by Taylor second by Smith to approve and receive for signatures a Resolution thanking and commending Anthony Gaul for his service to Woodbury County. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,231
A RESOLUTION THANKING AND COMMENDING

ANTHONY GAUL FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Anthony Gaul has demonstrated himself to be an outstanding citizen of Woodbury County by actively participating in many community and county wide activities for the good of all citizens; and

WHEREAS, your service as a Woodbury County citizen, has been characterized by your dedication to the best interests of the citizens of Woodbury County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend you for your 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, Anthony Gaul.

BE IT SO RESOLVED this 18th day of August 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11a. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #228390, 1508 Harris St., Sioux City. Carried 5-0.

RESOLUTION 12,232
NOTICE OF PROPERTY SALE

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.

Dated this 18th Day of August, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11b. Motion by Ung second by Clausen to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #175365. Carried 5-0.

RESOLUTION #12,233
NOTICE OF PROPERTY SALE

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.

Dated this 18th Day of August, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

12a. Motion by Smith second by Taylor to approve and authorize the Chairperson to sign Resolutions for abatement of taxes for Matt Mead, Parcel #864307129003 & #864306376009, 108 4th Ave, Oto, IA, taxes for 2015-16 totaling $56.00 and $20.00, taxes for Gary & Mary Olson, Parcel #894823203004, 2220 Riverside Blvd, Sioux City, taxes for 2015-16 totaling $178.00, for Alexander Zimmerman II & Michelle Zimmerman, Parcel #894730238013, 2005 W. Palmer Ave., Sioux City, taxes for 2015-16 totaling $104.00, for Victory Education Services, Parcel #894729405019, 117 A Sioux St., Sioux City, taxes for 2015-16 totaling $36.00, for Misty Monlux, Parcel #894735110012, 3102 Leech Ave., Sioux City, taxes for 2015-16 totaling $434.00, for Carol Goulette, Parcel #894726109001, 1110 Rustin St., Sioux City, taxes for 2015-16 totaling $224.00, for Danny Robinson, Parcel #894729157004, 1408 W. 4th St., Sioux City, taxes for 2015-16 totaling $152.00, for Davey & Cathrin Watterson, Parcel #894824841009, 1511 Wabash St., Sioux City, taxes for 2015-16 totaling $30.00, for Glenda Rae Crooks, Parcel #894729152005, 1510 W. Palmer Ave., Sioux City, taxes for 2015-16 totaling $102.00, for David & Kathleen Bertrand, Parcel #894726258003, 3800 9th St., Sioux City, taxes for 2015-16 totaling $80.00, taxes for Ralph & Jodee Orr, Parcel #894722127005, 2730 Prospect St., Sioux City, taxes for 2015-16 totaling $192.00, for Corey Real Estate LLC, Parcel #894721226023, 1209 Hill Ave., Sioux City, taxes for 2015-16 totaling $186.00, for Waltena Olivares, Parcel #894729438002, 216 W. 2nd St., Sioux City, taxes for 2015-16 totaling $68.00, for Holly Faber, Parcel #864426381004, 308 Main St. W., Smithland, IA, taxes for 2015-16 totaling $50.00, for Donna Johnson, Parcel #894729181023, 1201 W. 3rd St., Sioux City, taxes for 2015-16 totaling $104.00 and special assessment dues Sept 2015 for $1116.00, for Don Jolin, Parcel #894823253005, 1930 Riverside Blvd., Sioux City, taxes for 2015-16 totaling $320.00, for Silverio Palmillas De Leon, Parcel #894729285003, 312 W. 6th St., Sioux City, taxes for 2015-16 totaling $118.00, and for Robert Corey, Parcel #894728111007, 1117 Douglas St., Sioux City, taxes for 2015-16 totaling $882.00.

WOODBURY COUNTY, IOWA
RESOLUTION #12,234
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,235
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
Copy filed.

WOODBURY COUNTY, IOWA

RESOLUTION #12,236
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,237
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,238
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,239
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,240
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,241
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,242
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,243
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,244
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,245
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,246
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,247
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,248
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,249
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,250
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,251
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
Copy filed.

Carried 5-0

12b. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution for abatement of taxes for Woodbury County, IA, Parcel #894730102001, 2804 W. 14th St., #894730102002, 2820 W 14th St., #894730102003, 2816 W 14th St., and #89473012004, 2810 W 14th St., taxes for 2015-16 totaling $132.00. $132.00, $132.00, and $134. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,252
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
Copy filed.

12c. Motion by Taylor second by Ung to approve and authorize the Chairperson to sign Resolutions for abatement of taxes for Jerry Davenport, Parcel #864529431913, Sioux City, taxes for 2015-16 totaling $2.00, for Kelvin Arthur Martens, Parcel #894407200902, Sioux City, taxes for 2014-15 (1/2 yr) & 2015-16 totaling $226.00 plus interest, for Theos Steak House, Parcel #884702200902, Sioux City, taxes for 2009-10 thru 2014-15 totaling $65.00 plus interest, for Christopher Thomas Utesch, Parcel #894432131925, Sioux City, taxes for 2015-16 totaling $6.00, for United States of America, Parcel #874721100001, Sioux City, Drainage tax due Sept 2015 totaling $284.89,

WOODBURY COUNTY, IOWA
RESOLUTION #12,253
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,254
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,255
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,256
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
Copy filed.

WOODBURY COUNTY, IOWA
RESOLUTION #12,257
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
Copy filed.
Carried 5-0

13. Motion by Taylor second by Ung to approve the Amendment #1 to the Intergovernmental Agreement creating the Woodbury County information and Communications Commission. Carried 5-0. Copy filed.

14a. Presentation of budget and energy summary.

14b. Motion by Ung second by Clausen to approve the purchase of skid loader and attachments from the Sooland Bobcat for $31,509.87. Carried 5-0. Copy filed.

14c. Motion by Clausen second by Taylor to move forward with option #1 design for the LEC entrance plaza. Carried 5-0. Copy filed.

15a. Motion by Smith second by Clausen to reapprove the construction plans for project #ER-CO97(124)—58-97, repairs to storm damaged areas on various federal aid county highways. Carried 5-0. Copy filed.

15b. Motion by Clausen second by Taylor to approve the construction plans for project #L-C(N48)—73-97, Precast Concrete Box Culvert replacement of an existing structure. Carried 5-0. Copy filed.

15c. Motion by Smith second by Ung to approve permit to work in the Highway Right of Way for Greg Smith. Carried 5-0. Copy filed.

15d. Motion by Ung second by Taylor to approve permit to work place underground utilities in the right of way for Shcaller Telephone Company. Carried 5-0. Copy filed.

16. Motion by Clausen second by Ung to approve and authorize the Chairperson to sign IEDA Economic Development Assistance contract 15-DF/TC-019. Carried 5-0. Copy filed.

17. Jim Rixner, addressed the Board in reference to a proposed resolution regarding the operation of the Sioux Rivers Regional MHDS.

Motion by Ung second by Taylor to receive for signatures 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. Carried 3-2 on a roll call vote; Clausen and Smith opposed.

RESOLUTION #12,258
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

Copy filed.

18. Reports on committee meetings.

19. Citizen's concerns.

20. Board concerns and comments.

The Board adjourned the regular meeting until August 25th, 2015.

Meeting sign in sheet. Copy filed.

#6

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: **August 19 , 2015**

Weekly Agenda Date: **August 25, 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:

Approval 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.

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

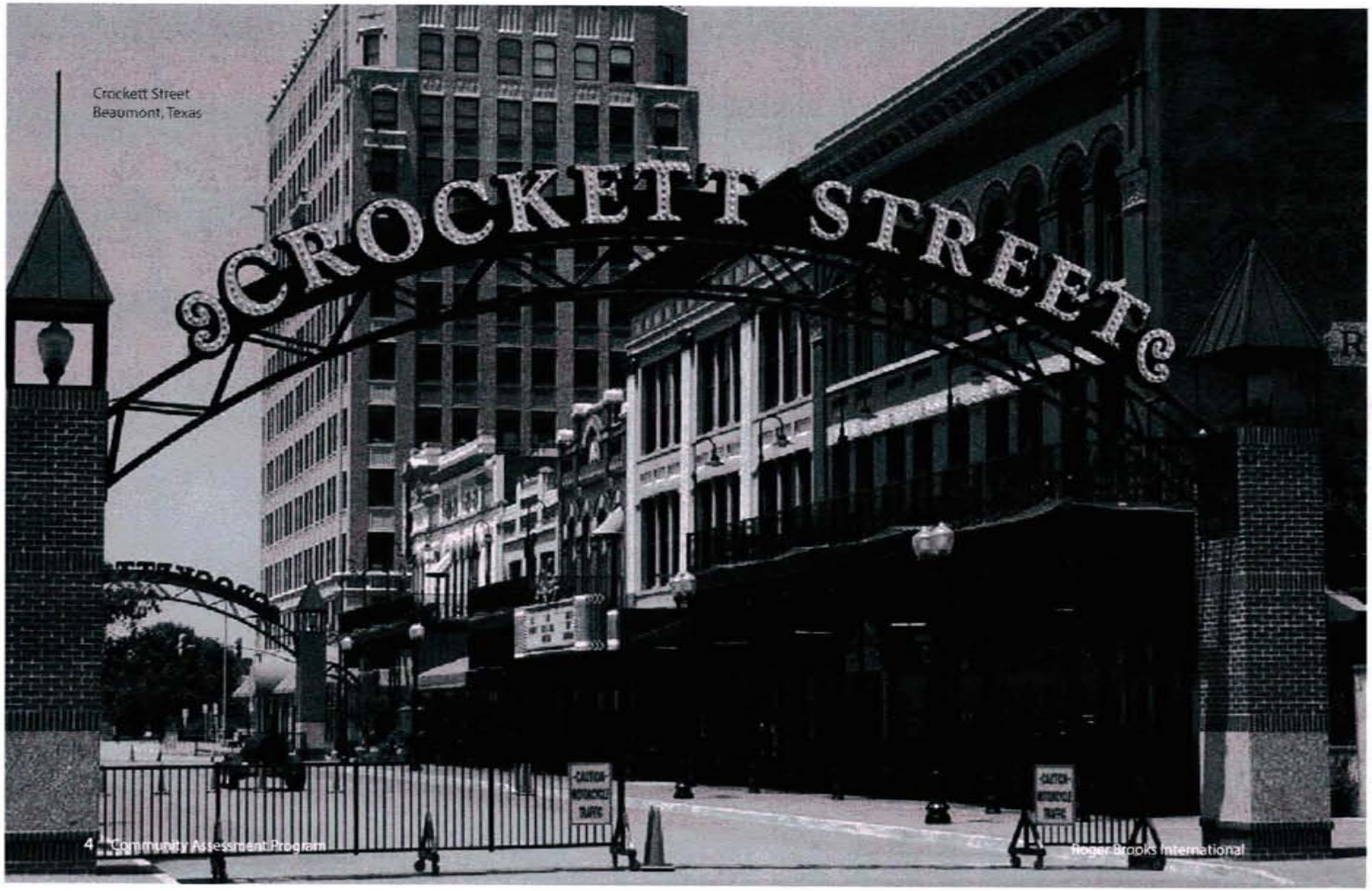
Community Assessments

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**

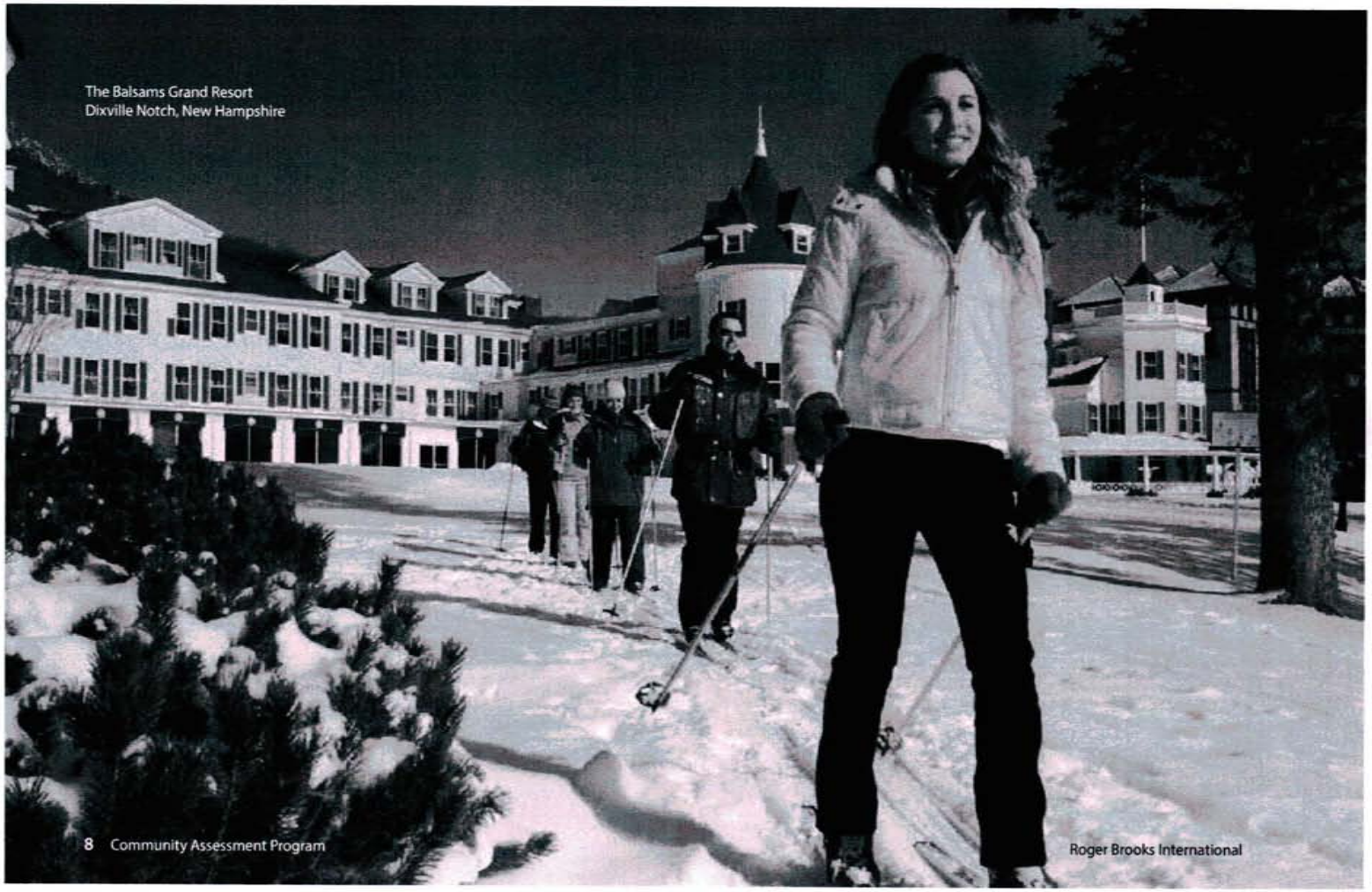
   The assessment process is a week-long effort, so confirming time on Roger's calendar is essential. We prefer to visit the community during the peak season but are happy to work with you to determine the best timing.

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

Copyright © 2014 Roger Brooks International. All rights reserved. No part of this material may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, microfilming, recording, or otherwise without written permission from Roger Brooks International.

#7

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: 8-20-15

Weekly Agenda Date: 8-25-15

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 25, 2015

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Jordan, Rochelle	Social Services	8-21-15	Case Manager			S	Resignation.
Dawson, David	County Attorney	8-31-15	Assist. County Attorney	$62,563/year		A	Job Vacancy Posted 6-10-15. Entry Level Salary: $54,098-$62,563/year.
Myers, Cody	Secondary Roads	8-31-15	Equipment Operator	$21.13/hour		A	Job Vacancy Posted 5-27-15. Entry Level Salary: $21.13/hour.
Gardner, April	Juvenile Detention	9-04-15	P/T Youth Worker	$18.85/hour	3.4%=$.63/hr.	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.
Hughes, Steven	Secondary Roads	9-04-15	Equipment Operator	$21.78/hour	3%=$.65/hr.	E	Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.

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 25, 2015

For the August 25, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Social Services Case Manager, Resignation.
2) Assistant County Attorney, Appointment.
3) Secondary Roads Equipment Operator, Appointment.
4) Juvenile Detention P/T Youth Worker, from Grade 1/Step 2 to Grade 1/Step 3.
5) Secondary Roads Equipment Operator, End of Probation Salary Increase.

Thank you

#8a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: August 19, 2015

Weekly Agenda Date: August 25, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Admin. Coordinator

SUBJECT: Tax Suspension

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of resolution for a tax suspension for K. J.

EXECUTIVE SUMMARY: Consider this request for a tax suspension for K. J. If the Board approves this request, the suspension resolution requires the chairman's signature.

BACKGROUND: On May 25, 2015, the Board approved a tax suspension for this person on parcel #864426460014 which is the parcel to the home. Dianna McCall in the Treasurer's office noticed that there was two parcels adjacent to the parcel #864426460014 that is also owned by K. J. Ms. McCall recommends that the Board approve a tax suspension for these two properties.

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve resolution of tax suspension for K.J.

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

#8b+c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: _August 19, 2015_____

Weekly Agenda Date: _August 25, 2015_____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _Dennis D. Butler, Finance/Operations Controller_____

SUBJECT: _Joint Bidding with City of Sioux City and Woodbury County (First Time) for 8.5 x 11 copy paper._____

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM:

A. Discussion and Action Approving the Acceptance of the Low Bid Received by City of Sioux City From Omaha Paper Co. Inc..

B. Discussion and Action Allowing the County Auditor's Office and The Treasurer's Office to Establish an Internal Service Fund for the Prepayment of The County's portion of the bid in the amount of $11,431.

EXECUTIVE SUMMARY: In a joint effort with the City of Sioux City and Woodbury County, the City wrote the RFP for copy paper (8.5 x 11) that will be used in the next 12 months. After the bids were received, the low bidder was Omaha Paper Co. Inc. in the amount of $4.97 per 1,000 sheets. When applying the new rate per 1,000 sheets, the County's potential of savings is $7,461. The County departments, District Health, Conservation and Department of Human Services use approximately 2,300,000 sheets per year.

BACKGROUND: This is a collaborative effort to use tax dollars in a most efficient and cost effective effort. This is our first annual bid of this type.

FINANCIAL IMPACT: Potential savings of $7,461 dollars.

RECOMMENDATION: Approve the requests which will allow the Finance/Operations Controller and the Building Superintendent to proceed in the setup and procedures to implement the disbursements of copy paper.

ACTION REQUIRED / PROPOSED MOTION:

A. Motion by _____, second by _____ to receive and approve the low bid with the City of Sioux City from Omaha Paper Co. Inc. in the amount of $4.97 per 1,000 sheets for 8.5 x 11 copy paper.
B. Motion by _____, second by _____ to establish an Internal Service Fund in the Auditor's Office and Treasurer's Office for the prepayment in the amount of $11,431 for 2,300,000 sheets of paper.

Approved by Board of Supervisors March 3, 2015.

City and County Annual Paper Order (First Time)
August 17, 2015

Top Five Bidders:	**Omaha Paper Co. Inc.**	**4.97 per 1,000 Sheets**	Low Bid:	2.485 Per Ream
	M & M Copy Quick	5.08 per 1,000 Sheets		24.85 Per Case
	Field Paper Co.	5.14 per 1,000 Sheets		
	Perkins Office Solutions	5.38 per 1,000 sheets		
	Heartland Paper Co.	6.30 per 1,000 sheets		

Quality of Copy Paper:

Dual Purpose 8.5 x 11 20# - Brite White or brighter, ream wrapped for high speed copiers, laser printers and fax machines.

		Currrent Cost		New Cost		
Dept.	Quanity Projected	Per Unit	Total Cost	Per Unit	Total Cost	Savings
Conservation	90 Reams	3.39	305.00	2.48	223.20	81.80
Secondary Roads	10 Cases	47.99	479.90	24.85	248.50	231.40
Juvenile Detention	30 Cases	32.25	967.50	24.85	745.50	222.00
Social Services	10 Cases	36.90	369.00	24.85	248.50	120.50
Recorders Office	36 Cases	32.25	1161.00	24.85	894.60	266.40
Auditors Office	25 Cases	29.99	749.75	24.85	621.25	128.50
Building Services	10 Cases	27.75	270.75	24.85	248.50	22.25
Emergency Services	10 Cases	36.90	369.00	24.85	248.50	120.50

Treasurer Office - Tax	30 Cases	39.95	1,198.50	24.85	745.50	453.00
Human Services	480 Reams	3.69	1,771.20	2.48	1,190.40	580.80
County Attorney	80 Cases	36.90	2,952.00	24.85	1988.00	964.00
Board of Supervisors	9 Cases	36.90	332.10	24.85	223.65	108.45
County P & Z - Econoomic Dev.	2 Cases	36.90	73.80	24.85	49.70	24.10
Siouxland District Health	50 Cases	29.99	1,499.50	24.85	1242.50	257.00
County Sheriff	120 Cases	57.00	6,840.00	24.85	2,982.00	3,858.00
Veterans Affairs	60 Reams	2.99	179.40	2.485	149.10	30.30
	2 Cases	21.03	42.06	24.85	49.70	(7.64)
Total Potential Savings						**7,461.36**

Delivery: All County Locations. Minumumof 10 cases. Otherwise less that 10 cases will be picked up at a courthouse location. Delivery days every Tuesday and Thursday. Orders must be placed one day ahead of delivery day.

An Internal Service Fund will be set up in which the the $ 11,431 pre-payment for the paper will be paid from. Each department will re-imburse the Internal Service Fund based on quanity used. The Fund will be run in the red but on the financial reports the Fund will have an asset to offset the liability.

PURCHASE REQUISITION NBR: 0000227071

REQUISITION BY: 08/11 LMCCARDLE

STATUS: BUYER PROCESSING
REASON: CITY/COUNTY ANNUAL PAPER PURCHASE-COPIER & PRINTER

DATE: 7/07/15

SHIP TO LOCATION: OFFICE SERVICES

SUGGESTED VENDOR: 110971 HEARTLAND PAPER CO

DELIVER BY DATE: 8/01/15

1	8.5X11 20# - 95 BRIGHT WHITE MULIPURPOSE PAPER CITY AND COUNTY ANNUAL PAPER ORDER.(FIRST TIME) DUAL PURPOSE 8.5 X 11 20# - 95 BRITE WHITE OR BRIGHTER, REAM WRAPPED FOR HIGH SPEED COPIERS, LASER PRINTERS AND FAX MACHINES.... PAPER TO BE HELD IN VENDORS WAREHOUSE & DELIVERED TO VARIOUS CITY AND COUNTY LOCATIONS AS REQUESTED. INCREMENTS OF 40 CASES FOR CITY HALL DELIVERIES. CASES DELIVERED TO CITY HALL, SHALL BE DELIVERED TO THE PRINT SHOP ON LOWER LEVEL & PLACED ON THE SHELVES IN THE CITY PRINT SHOP. FOR OTHER CITY & COUNTY OFFICES & LOCATIONS MINIMUM QUANTITIES REQUESTED WILL BE 10 CASES. ..... * 100% OF ORDER PAID IN FULL W/FIRST DELIVERY * ..... * VENDOR MUST SPECIFY BRAND OF PAPER QUOTED * . * VENDORS ARE REQUIRED TO PROVIDE A SAMPLE REAM OF THE PAPER BID TO THE CITY PRINT SHOP BEFORE BID IS ACCEPTED. . * QUESTIONS: LISA MCCARDLE 712-279-6310 * COMMODITY: PAPER (FOR OFFICE AND PRI SUBCOMMOD: PAPER, CUT AND UNCUT: ALL	5300.00	M	5.0000	26500.00

COPY

---------- ITEM QUOTES ----------

		VENDOR	NAME
		697	XPEDX LLC
		103748	PACIFIC CITY GRAPHICS INC
.0001	.53	106594	OFFICE DEPOT
			NO BID
		110203	OMAHA PAPER CO INC
5.3000	28090.00	110971	HEARTLAND PAPER CO
		124197	PAPER DIRECT INC
4.9300		151135	FIELD PAPER CO
4.7800		152593	DACOTAH PAPER CO
		153271	NATIONAL PAPER & SANITARY
5.4400		154844	M & M COPY QUICK
		9999999	.
		1296	OFFICE SYSTEMS COMPANY
		1354	PERKINS OFFICE SOLUTIONS
		1441	RECORD PRINTING AND COPY
		1489	SIOUX CITY BLUE PRINT CO
		2068	GAYLORD BROS INC
		101023	BREAMAN PAPER COMPANY INC
		110853	UNITED LABORATORIES
6.3000	33390.00	110971	HEARTLAND PAPER CO
			RE-BID
1 4.9700	26341.00	110203	OMAHA PAPER CO INC
			RE-BID
2.6900	14257.00	1354	PERKINS OFFICE SOLUTIONS
			RE-BID

~~5.08~~
5.38

PURCHASE REQUISITION NBR: 0000227071

STATUS: BUYER PROCESSING

REQUISITION BY: 08/11 LMCCARDLE

REASON: CITY/COUNTY ANNUAL PAPER PURCHASE-COPIER & PRINTER

DATE: 7/07/15

SHIP TO LOCATION: OFFICE SERVICES

SUGGESTED VENDOR: 110971 HEARTLAND PAPER CO

DELIVER BY DATE: 8/01/15

REQUISITION COMMENTS:

---------- ITEM QUOTES ----------

			VENDOR	NAME
3	5.1400	27242.00	151135	FIELD PAPER CO RE-BID/+ 1% DISCOUNT
2	5.0800	26924.00	154844	M & M COPY QUICK RE-BID/CARTON OF5000
	.0001	.53	2068	GAYLORD BROS INC RE-BID/NO BID ON ALL

2 ALTERNATE-8.5X11 20# 92 BRIGHT WHITE MULTIP PAPER 5300.00 M 5.0000 26500.00

****ALTERNATE****
8.5X11 20# - 92 BRIGHT WHITE MULIPURPOSE PAPER
CITY AND COUNTY ANNUAL PAPER ORDER.(FIRST TIME)
DUAL PURPOSE 8.5 X 11 20# - 92 BRITE WHITE
REAM WRAPPED FOR HIGH SPEED COPIERS,
LASER PRINTERS AND FAX MACHINES....
PAPER TO BE HELD IN VENDORS WAREHOUSE & DELIVERED
TO VARIOUS CITY AND COUNTY LOCATIONS AS REQUESTED.
INCREMENTS OF 40 CASES FOR CITY HALL DELIVERIES.
CASES DELIVERED TO CITY HALL, SHALL BE DELIVERED
TO THE PRINT SHOP ON LOWER LEVEL & PLACED ON THE
SHELVES IN THE CITY PRINT SHOP.
FOR OTHER CITY & COUNTY OFFICES & LOCATIONS
MINIMUM QUANTITIES REQUESTED WILL BE 10 CASES.
.....
* 100% OF ORDER PAID IN FULL W/FIRST DELIVERY *
.....
* VENDOR MUST SPECIFY BRAND OF PAPER QUOTED *
.
* VENDORS ARE REQUIRED TO PROVIDE A
SAMPLE REAM OF THE PAPER BID TO THE CITY PRINT
SHOP BEFORE BID IS ACCEPTED.
.
* QUESTIONS: LISA MCCARDLE 712-279-6310 *
COMMODITY: PAPER (FOR OFFICE AND PRI
SUBCOMMOD: PAPER, CUT AND UNCUT: ALL

---------- ITEM QUOTES ----------

	VENDOR	NAME
	697	XPEDX LLC
	1296	OFFICE SYSTEMS COMPANY
	1354	PERKINS OFFICE SOLUTIONS
	1441	RECORD PRINTING AND COPY
	1489	SIOUX CITY BLUE PRINT CO
	2068	GAYLORD BROS INC
	101023	BREAMAN PAPER COMPANY INC
	103748	PACIFIC CITY GRAPHICS INC
	110203	OMAHA PAPER CO INC
	110853	UNITED LABORATORIES
5.3000	110971	HEARTLAND PAPER CO
	124197	PAPER DIRECT INC

#9a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: August 20, 2015

Weekly Agenda Date: August 25, 2015

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

SUBJECT: LEC Entrance

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Option #1 & Option #2 Probable Cost

EXECUTIVE SUMMARY: Informational

BACKGROUND: Requested Pricing Breakout by Board

FINANCIAL IMPACT: None

RECOMMENDATION: Approval of Option #1 when low Bid is received

ACTION REQUIRED / PROPOSED MOTION: None at this Time

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

WOODBURY COUNTY LEC PLAZA REPLACEMENT
Sioux City, Iowa

Project #1515

OPINION OF PROBABLE COSTS – OPTION #1

Demolition:

Trees and shrubs		$1,200
Handrails	145 lf @ $4.00	700
Concrete	1685 sf @ $0.88	1,500
Add 100% for small congested area		1,500
Retaining walls	23.5 cubic yds @ $162	3,780
Fill Excavation	125 cubic yds @ $3.50	500
Dump fee and haul		1,500
	Total for Demolition	$10,680

New Construction

Guard Rail	161 lf @ $215.00	$34,615
Hand Rail	108 lf @ $50.50	5,454
Foundation / Ret Wall	150 lf = 39 cu yd @ $395	15,495
Liner Panel	425 sf @ $5.30	2,253
Stair Forming	100 sf @ $23.50	2,350
Stair lug	31 lf = 3 cu yd @ $395	1,185
Stair Finish	100 sf @ $2.10	210
Stair Nosing	125 lf @ $15.50	1,938
4" Reinf Concrete	25 cu yd @ 250	6,250
Backfill / Compact	200 cu yd @ $41	8,200
Expansion Joint / Seal	175 lf @ $2.50	440
Flagpole Mtg and Lighting	2 @ $2500	5,000
Radiant Heat Tubing	960 sf @ $10	9,600
2" rigid insul	960 sf @ $1.67	1,603
Boiler for underslab heat	1 @ $6,000	6,000
15 gallon Exp Tank	1 @ $750	750
Brass Manifold	1 @ $450	450
4 zone control panel	1 @ $250	250

Sub-Total	$101,953
Small confined space	10,195
Demolition	10,680
Subtotal	$122,828
SUX loc. factor .89	$109,319
20% contingency	21,863
TOTAL	$131,182

WOODBURY COUNTY LEC PLAZA REPLACEMENT
Sioux City, Iowa

Project #1515

OPINION OF PROBABLE COSTS – OPTION #2

Demolition:

Trees and shrubs		$1,200
Handrails	145 lf @ $4.00	700
Concrete	1685 sf @ $0.88	1,500
Add 100% for small congested area		1,500
Retaining walls	23.5 cubic yds @ $162	3,780
Fill Excavation	125 cubic yds @ $3.50	500
Dump fee and haul		1,500
	Total for Demolition	$10,680

New Construction

Guard Rail	115 lf @ $215.00	$24,725
Hand Rail	240 lf @ $50.50	12,120
Foundation / Ret Wall	105 lf = 24 cu yd @ $395	9,500
Liner Panel	370 sf @ $5.30	1,961
Stair Forming	305 sf @ $23.50	7,168
Stair lug	100 lf = 7 cu yd @ $395	2,765
Stair Finish	305 sf @ $2.10	641
Stair Nosing	375 lf @ $15.50	5,815
4" Reinf Concrete	25 cu yd @ 250	6,250
Backfill / Compact	125 cu yd @ $41	5,125
Expansion Joint / Seal	350 lf @ $2.50	875
Flagpole Mtg and Lighting	2 @ $2500	5,000
Radiant Heat Tubing	1445 sf @ $10	14,450
2" rigid insul	1445 sf @ $1.67	2,415
Boiler for underslab heat	1 @ $6,000	6,000
15 gallon Exp Tank	1 @ $750	750
Brass Manifold	1 @ $450	450
4 zone control panel	1 @ $250	250

Sub-Total	$106,260
Small confined space	10,620
Demolition	10,680
Subtotal	$127,560
SUX loc. factor .89	$113,528
20% contingency	22,706
TOTAL	$136,234

#9b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 8/20/2015

Weekly Agenda Date: 8/25/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

SUBJECT: Chiller Contract

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Trane chiller service agreement for Courthouse & Trosper Hoyt

EXECUTIVE SUMMARY: Existing contract expired April 1st, 2014

BACKGROUND: Vendor was requested to lower the cost at Trosper Hoyt and did so by $600.00

FINANCIAL IMPACT: $4,565.00

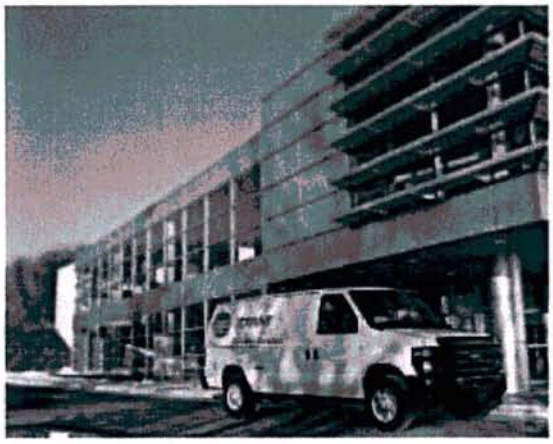
RECOMMENDATION: Contract Approval of Trane option #2

ACTION REQUIRED / PROPOSED MOTION: Approval

Approved by Board of Supervisors March 3, 2015.

TRANE
Building Services

The Agreement



TRANE SCHEDULED SERVICE AGREEMENT

SERVICE PROPOSAL FOR:
Woodbury County Courthouse
620 Douglas
Room B01
SIOUX CITY, IA 51105 U.S.A.

SITE ADDRESS:
Woodbury County Courthouse
620 Douglas Room B01
SIOUX CITY, IA 51105
United States

LOCAL TRANE OFFICE:
Trane U.S. Inc. dba Trane
3500 S. First Ave.
Suite 150
SIOUX FALLS, SD 57105

LOCAL TRANE REPRESENTATIVE:
Shayne Pipes
Office: (605) 336-8500

DATE:
August 11, 2015

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™

©2015 Trane All rights reserved

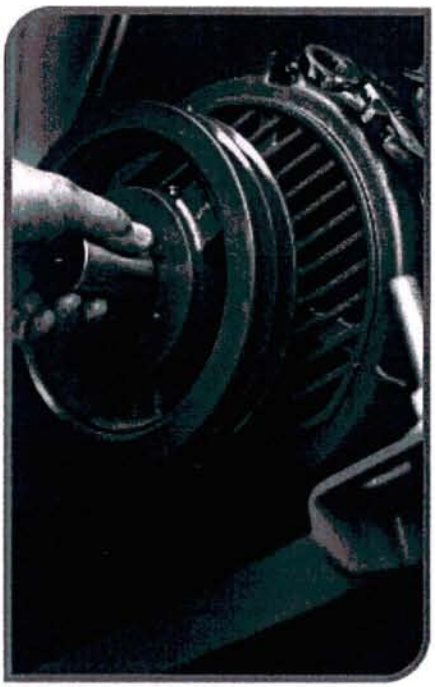
TRANE
Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Scheduled Service Agreement:

Trane Scheduled Maintenance



Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

©2015 Trane All rights reserved

Obtaining Service

To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the Scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

©2015 Trane All rights reserved

TRANE
Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Equipment Coverage and Services

Trane will perform the following scheduled services on the described equipment located at:

Woodbury County Courthouse

The following "Covered Equipment" will be serviced at Woodbury County Courthouse:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE032GA2	L98G04902	

Description	Quantity Per Term
Centrifugal Annual Inspection	1
Centrifugal Operational Quarterly Inspection	1

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Water Cooled Chiller Screw Compressor Series R(TM)	1	Carrier Corporation	30HXC146R	0913Q20801	

Description	Quantity Per Term
Water Cooled Annual Maintenance (Service 3)	1
Water Cooled Quarterly Maintenance (Service 4)	1

©2015 Trane All rights reserved

TRANE
Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Director of Facilities
Woodbury County Courthouse
620 Douglas
Room B01
SIOUX CITY, IA 51105 U.S.A.

Site Address:
Woodbury County Courthouse
620 Douglas Room B01
SIOUX CITY, IA 51105
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Option #1- Woodbury Courthouse Chiller Only

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	2,500.00	2,500.00	Yearly

Option #2-Woodbury Courthouse Chiller/Trosper Hoyt Chiller

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	4,565.00	4,565.00	Yearly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 1 year, beginning September 1, 2015. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on August 31,2016. This Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 3500 S. First Ave. SIOUX FALLS, SD 57105.

©2015 Trane All rights reserved

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

Submitted By: Shayne Pipes	Cell: (605) 351-6431 Office: (605) 336-8500 Proposal Date: May 19, 2015
_____	
CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
_____ Authorized Representative	_____ Authorized Representative
_____ Printed Name	_____ Title
Title _____	_____ Signature Date
Purchase Order _____	
Acceptance Date _____	License Number:

TRANE
Building Services

Terms and Conditions (Service)

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping

equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights In the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)
Supersedes 1-26.130-7 (1114)

TRANE
Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Director of Facilities
Woodbury County Courthouse
620 Douglas
Room B01
SIOUX CITY, IA 51105 U.S.A.

Site Address:
Woodbury County Courthouse
620 Douglas Room B01
SIOUX CITY, IA 51105
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

~~Option #1~~ Woodbury Courthouse Chiller Only

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	2,500.00	2,500.00	Yearly

Option #2-Woodbury Courthouse Chiller/Trosper Hoyt Chiller

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	4,665.00	4,665.00	Yearly

Rejected - K.S. Please reduce offer 8-17-2015

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 1 year, beginning September 1, 2015. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on August 31,2016. This Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 3500 S. First Ave. SIOUX FALLS, SD 57105.

TRANE
Building Services

TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Director of Facilities
Woodbury County Courthouse
620 Douglas
Room B01
SIOUX CITY, IA 51105 U.S.A.

Site Address:
Woodbury County Courthouse
620 Douglas Room B01
SIOUX CITY, IA 51105
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

~~Option #1-~~ Woodbury Courthouse Chiller Only

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	2,500.00	2,500.00	Yearly

Option #2-Woodbury Courthouse Chiller/Trosper Hoyt Chiller

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	5,166.83	5,166.83	Yearly

Rejected R.J.S. please re-quote!
8-14-2015

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

Term

The Initial Term of this Service Agreement is 1 year, beginning September 1, 2015. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on August 31,2016. This Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 3500 S. First Ave. SIOUX FALLS, SD 57105.

#10a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: August 20, 2015

Weekly Agenda Date: August 25, 2015

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

SUBJECT: **Consideration of approval of contract for propane supply for FY 2016 for various county buildings.**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Consideration of approval of the contract with Johnson Propane for propane for various county buildings for fiscal year 2016.

EXECUTIVE SUMMARY: The Board of Supervisors awarded the quotation for the annual supply of propane on August 11, 2015. A contract for the work has been prepared, signed by the supplier, and returned for final approval.

BACKGROUND: This supply request was let for quotations in the county board meeting on August 11, 2015 and awarded to Johnson Propane.

FINANCIAL IMPACT: This product contract is funded within the departmental budgets for the Secondary Road, Sheriff, Conservation, County Treasurer, and Emergency Services Departments.

RECOMMENDATION: Recommend that the Board approve the contract and direct the chair to sign it on behalf of Woodbury County.

ACTION REQUIRED/MOTION PROPOSED: Motion to approve the contract with Johnson Propane for an estimated 48,200 gallons at a price of $0.63 per gallon.

Approved by Board of Supervisors March 3, 2015.

County Woodbury

SUPPLY CONTRACT

THIS AGREEMENT made entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members Mark A. Monson, Larry D. Clausen, Jaclyn D. Smith, Matthew Ung and Jeremy Taylor Party of the first part, and Johnson Propane of Battle Creek, IA, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of $0.63 per gallon payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f. o. b. the locations as designated in the Instructions to bidders, and within the time specified propane as follows: Furnish and deliver approximately 48,200 gallons of propane fuel at the bid price of $0.63/per gallon to the Woodbury County Secondary Roads Department, Conservation Department, Sheriff's Department, Emergency Services Department and Treasurer's Office.

Deliveries to be made at locations as noted in the NOTICE/INSTRUCTIONS TO BIDDERS.

Deliveries to be made within forty-eight (48) hours of County order unless other delivery arrangements are agreed upon by both parties.

This contract is valid only for the period commencing September 1, 2015 through and including August 31, 2016.

Payment to vendor will be made from current funds upon receipt of invoices.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three other instruments of like tenor, this _____ day of _____ 2015

Woodbury County, Iowa
Party of the First Part

By _____
Mark A. Monson, Chairman

Johnson Propane

By _____
Party of the Second Part

#10 b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: August 20, 2015

Weekly Agenda Date: August 25, 2015

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

SUBJECT: **Consideration of approval of plans for project number RCX-CO97(130)—9A-97**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Consideration of the approval of the plans for project number RCX-CO97(130)—9A-97, for PCC pavement replacement on Port Neal Circle.

EXECUTIVE SUMMARY: This project is for demolition of the existing concrete pavement on Port Neal Circle from Port Neal Road heading west and south to the entrance of the AGP and MidAmerican Energy plant sites.

BACKGROUND: With the announced construction of a $90 million soy oil refinery at the Port Neal AG Processing plant in rural Sergeant Bluff, the county applied for and received RISE funding to assist with the reconstruction of Port Neal Circle from its north intersection with Port Neal Road to the AGP and MidAmerican Energy plant sites. The project will consist of crushing the existing concrete pavement, placing it as a rock base and placing a new 26' wide PCC Pavement, 10" thick with a 12' wide turning lane in the southern 1900 feet of the project.

FINANCIAL IMPACT: This project is funded with RISE funds from a recent grant by the Iowa Transportation Commission. The Iowa DOT will pay 50% of the cost of the project up to $753,000. The remaining 50% will be paid by Woodbury County.

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

ACTION REQUIRED/MOTION PROPOSED: Motion to reapprove the construction plans for project number RCX-CO97(130)—9A-97

Approved by Board of Supervisors March 3, 2015.

Project Number: RCX-CO97(130)--9A-97

Project Development Division

PLANS OF PROPOSED IMPROVEMENT ON THE

SECONDARY ROAD SYSTEM
WOODBURY COUNTY
P.C.C. PAVEMENT-REPLACE
PROJECT NO: RCX-CO97(130)--9A-97

The Iowa Department of Transportation Standard Specifications for Highway, and Bridge Construction, Series 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions, shall apply to construction on this project.

P.C.C. FULL DEPTH PAVING 26'-0"x0'-10" ON PORT NEAL CIRCLE FROM NEAR THE CENTER SEC. 31-87-47 TO NEAR THE E1/4 CORNER NE1/4 SEC. 30-87-47

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET
A2	LOCATION PLAN
B1	QUANTITIES
B2	GENERAL NOTES AND REFERENCE INFORMATION
C1	TYPICAL DETAILS
C2	PAINTED PAVEMENT MARKINGS DETAILS
C3	INTERSECTION DETAILS
D1-D8	PLAN AND PROFILE
V1-V2	TURNING SITUATION PLAN

MILEAGE SUMMARY

Div.	Location	Lin. Ft.	Miles
	STA. 5+33.47 TO STA. 93+61.20	8,827.73	
	TOTAL LENGTH RCX-CO97(130)--9A-97	8,827.73	1.672

ROAD STANDARD PLANS

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

Identification	Date	Identification	Date	Identification	Date
PM-110	04-16-13	PV-101	04-21-15		
PM-111	04-21-15	PV-106	04-21-15		
PM-120	10-21-14	PV-301	04-19-11		
PM-210	10-18-11	TC-252	10-20-15		
PM-240	04-21-15				
PV-10	04-19-11				

TRAFFIC CONTROL PLAN

THIS ROAD WILL BE CLOSED FOR 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-251, AND TC-252.

Approved

Board of Supervisors

LICENSED PROFESSIONAL ENGINEER
MARK J. NAHRA
11452
IOWA

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.

Mark J. Nahra 8/19/2015
Date

Iowa Registration Number 11452
Expiration Date 12/31/2016

Pages or sheets covered by this seal:
Pages A1, A2, B1, B2, C1 thru C3 & D1 thru D8, and V1, V2

IOWA ONE CALL
1-800-292-8989
www.iowaonecall.com

2011 AADT 740 V.P.D.

WOODBURY COUNTY
P.C.C. PAVEMENT-REPLACE
PROJECT NO: RCX-CO97(130)--9A-97
Letting Date

#10c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQU

Date: August 20, 2015

Weekly Agenda Date: August 25, 2015

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

SUBJECT: Consider resolution to accept a new road into the county secondary road system.

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Consider resolution to accept CF Industries Drive into the Secondary Road System.

EXECUTIVE SUMMARY: CF Industries Drive was constructed in 2014 to provide access to the new CF Industries North Plant. The work was built with RISE funds. A portion of the funding agreement requires that the Board accept and maintain the finished road as a condition of using the funds. The Board has approved all construction plans for the project, but has not officially accepted the road into the county road system.

BACKGROUND: Section 306.10 of the Code of Iowa reads as follows: "306.10 - Power to establish, alter, or vacate. In the construction, improvement, operation or maintenance of any highway, or highway system, the agency which has control and jurisdiction over such highway or highway system, shall have power, on its own motion, to alter or vacate and close any such highway or railroad crossing thereon, and to establish new highways or railroad crossing thereon which are or are intended to become a part of the highway system over which said agency has jurisdiction and control."

This gives the Board of Supervisors the authority to construct and accept new roads into its road system. CF Industries Drive has been constructed, but has not been officially accepted into the road system by the Board of Supervisors.

FINANCIAL IMPACT: Project to construct the road was paid for with a combination of RISE and local funds. The county will be responsible for future maintenance and upkeep on the road once accepted.

RECOMMENDATION: Approve the resolution officially accepting the road into the county road system.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the resolution accepting CF Industries Drive into the Woodbury County Secondary Road System.

pproved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY, IOWA

A RESOLUTION TO ACCEPT CF INDUSTRIES DRIVE INTO THE SECONDARY ROAD SYSTEM

RESOLUTION NO. _____

WHEREAS, the Woodbury County Board of Supervisors under Chapter 306.4 has jurisdiction over the Woodbury County secondary road system, and

WHEREAS, Chapter 306.10 gives said Board the power to establish, alter, or vacate roads on the secondary road system, and

WHEREAS, the County Engineer has prepared plans for and inspected the construction of a new road, and acknowledges that the construction of the road is complete and in compliance with county road standards,

NOW THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors that a street that is hereby established as CF Industries Drive, beginning at its intersection with 255th Street in section 19, township 87 north, range 47 west has been accepted into the Woodbury County Secondary Road system as a county road and that the road is open to the public.

SO RESOLVED, dated this 25th day of August, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

_____
Mark A. Monson, Chair

_____
Larry D. Clausen, Member

_____
Jackie Smith, Member

_____
Jeremy Taylor, Member

_____
Matthew Ung, Member

Recommended:

_____
Mark J. Nahra, County Engineer

Attested:

_____
Patrick F. Gill, County Auditor

Siouxland Human Investment Partnership
Together we can

FAX TRANSMITTAL

DATE: 8/14/15

TO: Karen James – Woodbury County Board of Supervisors

FAX #: 712-279-6577

FROM: Kim Jenkins, S.H.I.P.

NUMBER OF PAGES: 2
(including cover sheet)

Please note the following changes to public meetings for August:

8/21/15 – SHIP Executive Board Meeting – NWAEA/Room F – 11a.m.
8/21/15 – SHIP Board Meeting – NWAEA/Room G – 12p.m.

Thank you,
Kim

Siouxland Human Investment Partnership

Siouxland Human Investment Partnership (SHIP)
Board Tentative Agenda

Meeting Date/Time:	**August 21, 2015 - 12:00 pm**
Meeting Place:	**Northwest AEA – Rm G**

1. **Call to Order** — Cindi Prather

2. **Action Items**
   - A. Consensus Agenda — Cindi Prather
   - B. Dcat Recommendations — Erin Binneboese
   - C. ECI Recommendations — Matt Ohman
   - D. Monthly Board Actions — Matt Ohman

3. **Discussion Item**
   - a) Director's Report — Matt Ohman
   - b) SHIP Admin Budget — Cheryl Engle
   - c) Monthly Reporting — Matt Ohman

4. **Future Agenda Items**

5. **Communications and Other Audiences**

6. **Adjournment**

Serving Siouxland Since 1888

THE SALVATION ARMY ®

Please Join Us For Our

2nd Annual Breakfast

— Honoring Siouxland's First Responders —

Wednesday, September 9, 2015

7:30AM-8:45AM

Stoney Creek Hotel & Conference Center

Sioux City

To Purchase Tickets: www.salvationarmysiouxland.org or 712-255-8836.

Please RSVP by August 26, 2015.

www.salvationarmysiouxland.org @SiouxlandSA SA Siouxland

Sponsored By:

NEWS 4 KTIV

SIOUXLAND THE CW DIGITAL 42

stoney creek HOTEL & CONFERENCE CENTER

SIOUXLAND ETHANOL

Tyson

Powell Broadcasting

For information about sponsorships starting at just $150.00 please contact Allison Liska at 712-255-8836

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
8/8/15	Saturday	207	198	9	0	20
8/9/15	Sunday	210	201	9	0	20
8/10/15	Monday	215	206	9	0	20
8/11/15	Tuesday	210	199	11	0	20
8/12/15	Wednesday	213	203	10	0	19
8/13/15	Thursday	211	201	10	0	19
8/14/15	Friday	206	196	10	0	21
		1472	1404	68	0	139

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
8/8/15	228	189	39
8/9/15	223	188	35
8/10/15	233	196	37
8/11/15	238	206	32
8/12/15	233	194	39
8/13/15	246	204	42
8/14/15	231	190	41
	1632	1367	265

*Highest population count each day

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

	6:00 a.m.	6:00 p.m.
August, 2015		
August 3, 2015		17
August 4, 2005	17	17
August 5, 2015	17	17
August 6, 2015	17	17
August 7, 2015	18	15
August 8, 2015	15	13
August 9, 2015	13	13
August 10, 2015	13	

The Center averaged 15.7 residents per day during the 6:00 a.m. head count and 15.6 during the 6:00 p.m. check for a weekly average of 15.7 residents per day during the above week.

Of the thirteen residents detained on August 10, 2015, six or seventy eight percent were identified gang members. Of the six two were considered highly active or thirty three percent.

We are currently detaining five juveniles from the BIA and two from Dakota County.

Mark Olsen
Director
WCJDC
August 10, 2015

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

	6:00 a.m.	6:00 p.m.
August, 2015		
August 10, 2015		10
August 11, 2005	10	10
August 12, 2015	10	10
August 13, 2015	10	10
August 14, 2015	10	10
August 15, 2015	10	10
August 16, 2015	10	10
August 17, 2015	10	

The Center averaged 10 residents per day during the 6:00 a.m. head count and 10 during the 6:00 p.m. check for a weekly average of 10 residents per day during the above week.

Of the ten residents detained on August 10, 2015, three or thirty percent were identified gang members. Of the three, two were considered highly active or thirty three percent.

We are currently detaining four juveniles from the BIA and one juvenile from Dakota County.

Mark Olsen
Director
WCJDC
August 17, 2015