

NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (MARCH 14, 2017) (WEEK 11 OF 2017)

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Agenda and Minutes also available at www.woodburycountyiowa.gov

Rocky L. DeWitt 253-0421	Marty J. Pottebaum 251-1799	Keith W. Radig 560-6542	Jeremy J. Taylor 259-7910	Matthew A. Ung 490-7852
200-0421	201-1799	JUU-0J4Z	233-1310	490-7052
rdewitt@woodburycountyiowa.gov	mpottebaum@woodburycountyiowa.gov	kradig@woodburycountyiowa.gov	jtaylor@woodburycountyiowa.gov	matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held March 14, 2017 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, 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 first or 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.

<u>AGENDA</u>

- **4:30 p.m.** 1. Call Meeting to Order Pledge of Allegiance to the Flag Moment of Silence
 - 2. Citizen Concerns
 - 3. Approval of the agenda March 14, 2017

Consent Agenda

Items 4 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate roll call vote is requested by a Board Member.

- 4. Approval of the minutes of the March 7, 2017 meeting
- 5. Approval of claims
- 6. Human Resources Ed Gilliland
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorize Chairman to sign Authorization to Initiate Hiring Process
- Rural Economic Development David Gleiser Motion to receive the award of \$1,650 from the MidAmerican Energy Local Partners Grant Program

Information

Action

End of Consent Agenda

4:35 p.m. (Set time)	8.	Board Administration/Public Bidder – Heather Satterwhite Public hearing and sale of property Parcel #536161 (aka 3099 Transit Avenue) Action
	9.	SIMPCO – Amanda Harper WICIRHTF is requesting funding in the amount of \$15,000 for the Local Housing Trust Fund for FY 2017/2018	Action
4:45 p.m. (Set time)	10.	Communication Center – Glenn Sedivy Public hearing and approval of motion to a tower lease with Motorola Solutions Inc. for an initial term of thirteen (13) years between Woodbury County, Starco the City of Sioux City and Motorola Solutions, Inc.	•
	11.	Williams & Company – Jeff Peters Discuss and receive the Woodbury County's Certified Annual Financial Report for FY 2016	Action
	12.	Chairman's Report a. WCICC Meeting (March 8 th) Ung & Pottebaum b. ISAC Legislative Conference	Information
	13.	Reports on Committee Meetings	Information
	14.	Citizen Concerns	Information
	15.	Board Concerns and Comments	Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, MARCH 14	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center Stone Park
WEDNESDAY, MARCH 15	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, MARCH 16	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Av
FRIDAY, MARCH 17	10:00 a.m.	Hungry Canyons Alliance Meeting, Portsmouth, Iowa
MONDAY, MARCH 20	8:00 a.m.	Department Head Meeting
TUESDAY, MARCH 21	2:30 p.m.	Health & Wellness Committee, 8 th Floor Courthouse
THURSDAY, MARCH 23	9:30 a.m.	SIMPCO SRTPA Policy Meeting, 1122 Pierce St., Sioux City, Iowa
	10:30 a.m.	Siouxland Regional Transit System, 1122 Pierce St., Sioux City, Iowa
	12:00 noon	SIMPCO Housing Trust Fund, 1122 Pierce St., Sioux City, Iowa
MONDAY, MARCH 27	6:30 p.m.	Correctionville Town Hall Meeting, Correctionville Community Center
TUESDAY, MARCH 28	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
MONDAY, APRIL 3	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, APRIL 4	10:00 a.m.	Policy Review Committee Meeting, First Floor Board of Supervisors Meeting Room
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, APRIL 5	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, APRIL 6	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

The following Boards/Commission have vacancies: Commission To Assess Damages - Category A, Category B, Category C and Category D

Community Action Agency of Siouxland Board of Directors has one vacancy

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.



MARCH 7, 2017, TENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, March 7, 2017 at 3:00 p.m. Board members present were Ung, De Witt, Radig, Taylor, and Pottebaum. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Patrick Gill, Auditor/Clerk to the Board.

Courthouse Foundation Meeting.

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

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

Motion by Radig second by Taylor to approve the recommendation by the County Attorney to hire counsel to present the county in the matter discussed in the previous executive session. Carried 5-0 a roll-call vote.

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

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

Motion by Ung second by Radig to approve the recommendation of the attorney in the previous executive session to hire up to two expert witnesses to represent the county in the matter discussed in the previous session. Carried 5-0.

- 2. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
- 3. Paul E. Taylor II presented the Board with a memo regarding a FEMA notification.
- 4. Motion by Ung second by Taylor to approve the Agenda for March 7, 2017. Carried 5-0. Copy filed.

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

- 5. To approve minutes of the February 28, 2017 meeting. Copy filed.
- 6. To approve the claims totaling \$568,248.00. Copy filed.
- To approve the appointment of Sabrina Ward, Civilian Jailer, County Sheriff Dept., effective 03-14-17, \$18.00/hour. Job Vacancy Posted 10-19-16. Entry Level Salary: \$18.00/hour.; the appointment of Amanda Quade, Civilian Jailer, County Sheriff Dept., effective 03-16-17, \$18.00/hour. Job Vacancy Posted 01-12-17. Entry Level Salary: \$18.00/hour.; and the reclassification of Kayla Vandromme, P/T Youth Worker, Juvenile Detention Dept., effective 03-19-17, \$22.60/hour, 17%=\$3.28/hour. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 3 to Grade 1/Step 4. Copy filed.
- 7b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, County Sheriff Dept., AFSCME Courthouse: \$15.64/hour Copy filed.
- 8. To approve an application for a 12-month, Class A Liquor License (LA) (Private Club), with Sunday sales privileges for the White Horse Patrol Club, Sergeant Bluff, IA, effective 04/05/17 through 04/04/18. Copy filed.
- 9. Approve and authorize the Chairperson to sign a Resolution for the Final Platting of R.J. Addition a minor subdivision, GIS #894518100008.

BOARD OF SUPERVISORS

RESOLUTION #12,501 RESOLUTION ACCEPTING AND APPROVING R.J. ADDITION, WOODBURY COUNTY, IOWA

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 31ST DAY OF JANUARY, 2017, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS R. J. ADDITION, WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF R. J. ADDITION, WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 7th DAY MARCH, 2017. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

Carried 5-0.

10a. A public hearing was held at 4:35 p.m. for the sale of parcel #194595, 320 Argonne Place. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by Taylor to close the public hearing. Carried 5-0.

Motion by Taylor second by Pottebaum to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Jonathan and Melissa Neuhardt, 3642 Grandview Blvd., Sioux City, IA, for real estate parcel #194595, 320 Argonne Place, for \$127.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA RESOLUTION #12,502

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Jonathan Neuhardt & Melissa Neuhardt _____ in the sum of ____One Hundred Twenty-Seven Dollars & 00/100 (\$127.00)------dollars.

For the following described real estate, To Wit:

Parcel #194595

South 16 ft VAC 37th St. North of Lots 7-8 West ½ Lot 9 Block 4 Hatfield Addition, City of Sioux City, Woodbury County, Iowa (320 Argonne Place)

Now and included in and forming a part of the City of Sioux<u>City</u>, Iowa, the same is hereby accepted: said Amount being a sum <u>LESS</u> than the amount of the general taxes, interests, costs and penalties against the said Real Estate. **BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

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

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

SO DATED this 7th Day of March, 2017. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

10b. A public hearing was held at 4:37 p.m. for the sale of parcel #016488, 1221 Tri-View Ave. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by De Witt to close the public hearing. Carried 5-0.

Motion by Ung second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Redwood Holdings, LLC, 1114 14th St., Sioux City, IA, for real estate parcel #016488, 1221 Tri-View Ave., for \$5,000.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA RESOLUTION #<u>12,503</u>

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

For the following described real estate, To Wit:

Parcel #016488

A tract of land being part of vacated Isabella Street and part of Tax Lot 5 of the auditor's plat of Tax Lots in Government Lots 1, 2, 3 and 4 of Section 29, Township 89 North, Range 47 West of the 5th P.M., Sioux City, Woodbury County, Iowa, described as follows:

Commencing at the intersection of North line of West Highland Avenue and the East line of Isabella Street; Thence South along said East line for 432.19 feet; Thence Southeasterly along the Southerly Line of South Myrtle Street for 118.95 feet; Thence South for 178.00 feet to the Northerly Line of the Tri View Avenue; Thence Northwesterly along the Northerly Line of the Tri View Avenue for 29.00 feet to the Point of Beginning; Thence continuing along the Northerly Line of Tri View Avenue for 51.00 feet; Thence continuing along the Northerly Line of Tri View Avenue for 71.12 feet to the Center Line of vacated Isabella Street; Thence North along said Center Line for 65.00 feet; Thence Southeasterly for 121.70 feet; Thence South for 67.25 feet to the Point of Beginning.

(1221Tri-View Avenue)

Now and included in and forming a part of the City of Sioux <u>City</u>, Iowa, the same is hereby accepted: said Amount being a sum <u>LESS</u> than the amount of the general taxes, interests, costs and penalties against the said Real Estate. **BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

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

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

SO DATED this 7th Day of March, 2017. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 11. Motion by Radig second by Taylor to approve to participate with the City of Sioux City in the submission of the Edward J. Bryne Memorial Justice Grant (JAG) and Residential Substance Abuse Treatment (RSAT) Program application to the Governor's Office of Drug Control Policy. Carried 5-0. Copy filed.
- 12a. A public hearing was held at 4:45 p.m. for tower lease with Motorola Solutions, Inc. within the Homer Tower site.

Motion by Taylor second by Ung to close the public hearing. Carried 5-0.

Motion by Radig second by Taylor to approve a tower lease with Motorola Solutions, Inc. for an initial term of thirteen (13) years between Woodbury County, Starcomm, and Motorola Solutions, Inc. for Starcomm Homer Tower at 2100 Platt Road, Homer, NE. Carried 5-0. Copy filed.

12b. A public hearing was held at 4:50 p.m. for tower lease with Motorola Solutions, Inc. within the Anthon Tower site.

Motion by Taylor second by Ung to close the public hearing. Carried 5-0.

Motion by Pottebaum second by Radig to approve a tower lease with Motorola Solutions, Inc. for an initial term of thirteen (13) years between Woodbury County, Starcomm, and Motorola Solutions, Inc. for Starcomm Anthon Tower at 2028 Jasper Ave., Moville, IA. Carried 5-0. Copy filed.

12c. A public hearing was held at 4:55 p.m. for tower lease with Motorola Solutions, Inc. within the East Tower site.

Motion by Taylor second by Ung to close the public hearing. Carried 5-0.

Motion by Pottebaum second by Ung to approve a tower lease with Motorola Solutions, Inc. for an initial term of thirteen (13) years between Woodbury County, Starcomm, and Motorola Solutions, Inc. for Starcomm East Tower at 2267 O'Brien Ave., Anthon, IA. Carried 5-0. Copy filed.

12d. Motion by Taylor second by Ung to defer action to approve and authorize the Chairperson to sign a Resolution for Notice of Property Lease fixing date for public hearing for an agreement for Motorola Solutions, Inc. to lease space within the West Tower site for their operations. Carried 5-0.

RESOLUTION #12,504

WHEREAS Woodbury County, Iowa is the deed holder to certain radio communications tower sites on the Siouxland Tri-State Radio Communications System (hereinafter referred to as "STARCOMM"); and

WHEREAS Motorola Solutions Inc. (hereinafter referred to as "Motorola") desires to enter a lease with Woodbury County, Iowa, City of Sioux City and Starcomm to use the Starcomm West Tower Site located at 3430 West 23rd St. for the purposes of a public safety radio communications system:

NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on the March 14th, 2017 at 4:50 pm in the basement of the Woodbury County Courthouse.
- That said Board proposes to lease space on the Starcomm system to Motorola for an initial term of thirteen (13) years with the possibility of four (4) additional five (5) year renewal terms.
- 3. That said Board proposes to lease the real estate as a partnership with Motorola to connect the Starcomm radio system to the State of lowa's Statewide Radio system with equipment installed in the Starcomm West Tower site located at 3430 West 23rd St, Sioux City, Iowa.
- 4. That this resolution, preceded by the caption "Notice of Property Lease" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 7th day of March, 2017. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

12e. Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution for Notice of Property Lease fixing date for public hearing for an agreement for Motorola Solutions, Inc. to lease space within the WIT Tower site for their operations. Carried 5-0.

RESOLUTION #12,505

WHEREAS Woodbury County, Iowa is the deed holder to certain radio communications tower sites on the Siouxland Tri-State Radio Communications System (hereinafter referred to as "STARCOMM"); and

WHEREAS Motorola Solutions Inc. (hereinafter referred to as "Motorola") desires to enter a lease with Woodbury County, Iowa, City of Sioux City and Starcomm to use the Starcomm WIT Tower Site located at 4647 Stone Ave. for the purposes of a public safety radio communications system:

NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on the March 14th, 2017 at 4:45 pm in the basement of the Woodbury County Courthouse.
- That said Board proposes to lease space on the Starcomm system to Motorola for an initial term of thirteen (13) years with the possibility of four (4) additional five (5) year renewal terms.
- 3. That said Board proposes to lease the real estate as a partnership with Motorola to connect the Starcomm radio system to the State of Iowa's Statewide Radio system with equipment installed in the Starcomm WIT Tower site located at 4647 Stone Ave., Sloux City, Iowa.
- 4. That this resolution, preceded by the caption "Notice of Property Lease" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 7th day of March, 2017. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 13. Motion by Ung second by Radig to accept job title change from Board Administrative Coordinator to Board Administrative Assistant, and accept the updated job descriptions for Administrative Assistant and Executive Secretary/Public Bidder. Carried 5-0. Copy filed.
- 14. Motion by Taylor second by De Witt to approve the Annual Fall Safety and Health/Wellness Fair. Carried 5-0. Copy filed.
- 15a. Information on Active Management Role of County Supervisors. Copy filed.
- 16a. Motion by Ung second by Radig to approve the certificate of completion for project 2016 Pavement Markings with Vogel Traffic, Orange City, IA for \$50,302.00. Carried 5-0. Copy filed.
- 16b. Motion by Taylor second by Radig to approve the certificate of completion for project #GH-2017 Stockpile with Hallett Materials, Wall Lake, IA, for \$962,700.00. Carried 5-0. Copy filed.
- 16c. Motion by Ung second by Radig to approve the certificate of completion for project #L-B(W153)---73-97 with Dixon Construction, Correctionville, IA, for \$483,766.00. Carried 5-0. Copy filed.
- 16d. Motion by Taylor second by Radig to approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2017. Carried 5-0. Copy filed.
- 16e. Motion by Radig second by Taylor to approve the contract and bond for project #L-M208—73-97 with Midwest Contracting, Marshall, MN, for \$127,366.00. Carried 5-0. Copy filed.
- 16f. Motion by Radig second by Taylor to receive for signatures a Resolution establishing new speed limits on 235th St. and Allison Ave. Carried 5-0.

SPEED LIMIT RESOLUTION ALLISON AVENUE RESOLUTION #12,506

WHEREAS: The Board of Supervisors of Woodbury County is empowered under the authority of sections 321.255 and 321.285, subsection 4 of the Code of Iowa to determine upon the basis of an engineering and traffic investigation conducted by the County Engineer that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been requested and completed and the county engineer has reached an opinion concerning the reasonable and proper speed for the road listed herein,

NOW, THEREFORE BE IT RESOLVED, by the Woodbury County Board of Supervisors that the following speed limit be established and appropriate signs erected at the locations described as follows:

1). Beginning at the intersection of 225th Street and Allison Avenue then proceeding south on Allison Avenue to the end of the county maintenance, a speed limit of 45 miles per hour is established.

2). Beginning at the intersection of Andrew Avenue and 235th Street then proceeding west on 235th Street to the intersection of Allison Avenue, a speed limit of 45 miles per hour is established.

Speed limit shall be effective when appropriate signs giving notice of the speed limits are erected.

Passed and approved this 7th day of March, 2017 WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

16g. Motion by Radig second by Taylor to receive for signatures a Resolution to remove stop signs at the intersection of Allison Ave. and 235th St. Carried 5-0.

RESOLUTION FOR THE REMOVAL OF STOP SIGNS AT THE INTERSECTION OF 235TH STREET AND ALLISON AVENUE RESOLUTION #12,507

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2017 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

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

AND WHEREAS, traffic through the intersection changed due to the use of 235th Street and Allison Avenue as haul roads during the construction of the new CF Industries plant, resulting in a significant change to the volume of traffic at this intersection,

AND WHEREAS, said traffic is no longer present with the completion of the project,

AND WHEREAS, there is currently a stop sign controlling eastbound and westbound traffic at the intersection,

AND WHEREAS, with the restoration of preconstruction levels of traffic at the intersection, it is no longer necessary to control traffic with a four way stop,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 7th day of March, 2017, approves the removal of stop signs at the intersection described below:

1. Located at the W ¼ corner of Section 25, T87N, R48W, designated as the intersection of 235th Street and Allison Avenue, remove stop signs causing traffic travelling on Allison Avenue northbound and southbound to come to a complete stop.

Passed and approved this 7th day of March, 2017 WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

16h. Motion by Taylor second by Ung to receive for signatures a Resolution establishing new 45 mph speed limits on Easter Ave. Carried 5-0.

SPEED LIMIT RESOLUTION EASTER AVENUE RESOLUTION #12,508

WHEREAS: The Board of Supervisors of Woodbury County is empowered under the authority of sections 321.255 and 321.285, subsection 4 of the Code of Iowa to determine upon the basis of an engineering and traffic investigation conducted by the County Engineer that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been requested and completed and the county engineer has reached an opinion concerning the reasonable and proper speed for the road listed herein,

NOW, THEREFORE BE IT RESOLVED, by the Woodbury County Board of Supervisors that the following speed limit be established and appropriate signs erected at the locations described as follows:

1). Beginning at the intersection of 150th Street and Easter Avenue, designated county route K49, then proceeding south on Easter Avenue to the north city limit of Lawton, Iowa, a speed limit of 45 miles per hour is established.

Speed limit shall be effective when appropriate signs giving notice of the speed limits are erected.

Passed and approved this 7th day of March, 2017 WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 17. The Chairperson reported on the day-to-day activities.
- 18. The Board members reported on their committee meetings.
- 19. There were no citizen concerns.
- 20. Board members presented their concerns and comments.

The Board adjourned the regular meeting until March 14, 2017.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT



DATE: <u>March 14, 2017</u>

* PERSONNEL ACTION CODE:

A- Appointment T - Transfer P - Promotion D - Demotion

R-Reclassification E- End of Probation S - Separation O - Other #6

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Haefs, Toni	County Sheriff	3-15-17	Senior Clerk	\$17.94/hour	14%=\$2.30/hr	Р	Promotion from Clerk II to Senior Clerk.
Abell, Tonia	Human Resources	3-28-17	Senior Clerk	\$18.62/hour	4%=\$.68/hr	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 4/Step 2 to Grade 4/Step 3
Hansen, David	County Sheriff	4-01-17	Sheriff Deputy	\$27.73/hour	6%=\$1.69/hr	R	Per CWA Deputy Sheriff Contract agreement, from Class 1 to Senior Class due to 4 years employment and Bachelor's Degree.
,							

APPROVED BY BOARD DATE:

ED GILLILAND, HR DIRECTOR:

WOODBURY COUNTY HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Ed Gilliland, Human Resources Director

SUBJECT: Memorandum of Personnel Transactions

DATE: March 14, 2017

For the March 14, 2017 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- County Sheriff Clerk II, Promotion to Senior Clerk.
 Human Resources Senior Clerk, from Grade 4/Step 2 to Grade 4/Step 3.
 County Sheriff Deputy, from Class 1 to Senior Class.
 ank you

Thank you

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: March 14, 2017

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Temporary Summer Laborers (5)	Wage Plan: \$9.00-\$11.00/hour		
Secondary Roads	Temporary Engineering Aides (3)	Wage Plan: \$11.00-\$14.00/hour		
	*Please See Attached Memo of Explanation.			

Chairman, Board of Supervisors

(AUTHFORM2.doc/PER210)



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER Mark J. Nahra, P.E. mnahra@sioux-city.org ASSISTANT TO THE COUNTY ENGINEER Benjamin T. Kusler, E.I.T. bkusler@sioux-city.org SECRETARY Tish Brice tbrice@sioux-city.org

To:Woodbury County Board of SupervisorsWoodbury County Human Resources Department

From: Mark J. Nahra, County Engineer

Date: March 3, 2017

Subject: Summer hire positions

I am requesting the authority to hire five (5) temporary maintenance staff summer positions and three (3) summer engineering aides. We fill these positions annually and appropriately budget for the temporary staff.

We utilize the temporary summer maintenance staff to assist full time maintenance employees with traffic control flagging and with our AMZ pavement patching crew. These positions provide summer work for college students and allow us to use our full time staff members in equipment operation rather than traffic control. This allows us to get more work done each day as skilled full time staff can concentrate on running equipment, not directing traffic.

The engineering aides assist our full time engineering technicians with survey and project inspection work. Our summer project work load will again be heavy this year. We hire two engineering aides most summers. With the extra project work load created this year with the RISE project at AGP and the City of Salix project, one additional staff member would be useful.

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

Date: <u>3/9/17</u> Weekl	y Agenda Date: <u>3/14/17</u>	
ELECTED OFFICIAL / DEPARTMEN	T HEAD / CITIZEN:David Gleiser, R	RED Director
WORDING FOR AGENDA ITEM:		
MidAmerican Energy Local Partners Grant Award		
	ACTION REQUIRED):
Approve Ordinance	Approve Resolution \Box	Approve Motion
Public Hearing	Other: Informational \Box	Attachments 🗹

EXECUTIVE SUMMARY:

This item informs the Board of Supervisors of MidAmerican Energy's decision to award a professional development grant from their Local Partners Grant Program in the amount of \$1,650.

BACKGROUND:

On 1/17/17, the RED Director received permission from the Board of Supervisors to apply for a professional development grant from the MidAmerican Energy Local Partners Grant Program in the amount of \$1,650.

FINANCIAL IMPACT:

+\$1,650

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

Yes 🗆 No 🗆

RECOMMENDATION:

Motion to receive the award of \$1,650 from the MidAmerican Energy Local Partners Grant Program.

ACTION REQUIRED / PROPOSED MOTION:

Motion to receive the award of \$1,650 from the MidAmerican Energy Local Partners Grant Program.



MidAmerican Energy Company Economic Advantage® 2103 Park Street Sheldon, IA 712-277-7670

Via E-Mail

March 8, 2017

David Gleiser, Director Rural Economic Development Woodbury County 620 Douglas Street, 6th Floor Sioux City, IA 51101

Dear David:

MidAmerican's EconomicAdvantage® group has approved your *Local Partner* application for financial assistance with professional development to attend the Economic Development Institute in May. We will invest up to \$1,650 for this training.

Year-to-date, MidAmerican's EconomicAdvantage® group has committed up to \$1,650 to your organization through our *Local Partners Program*.

Completion of the project and an invoice for reimbursement will be required by December 1, 2017.

Please provide and send an invoice from your organization to:

Gail Stender (gstender@midamerican.com) MidAmerican Energy Company 106 East Second St. Davenport, IA 52801

If you have any questions, please call me at 712-277-7670.

Sincerely,

Graig Van Mitteren

Craig Van Meeteren Business and Community Development Manager

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcels #536161

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

West 66 feet North 12.45 feet of Lot 1 and Triangle Tract in Northerly and Westerly part of Lot 2 in Block 60 West Morningside Addition, City of Sioux City, Woodbury County, lowa (3099 Transit Avenue)

NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on the 14th Day of March, 2017 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 **14th Day of March, 2017**, 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 \$606.00** plus recording fees.
- 4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 28th Day of February, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill Woodbury County Auditor and Recorder Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: <u>Shay Hacker</u>	Date: <u>10-14-14</u>
Address: <u>2910 Garretson</u> Ave.	Phone: 712-301-8472
Address or approximate address/location of property interes	sted in:
8848 01 238 001 GIS PIN #	
*This portion to be completed by Board	Administration *
Legal Description: W46 ft. N 12.45 ft. Lot 1 + TRI TCT in	n NI4 + WIY Part Lot 2
Block 60 West Morningside Add	ition
·	Parcel # 536161
Tax Deeded to Woodbury County on: \O	125/16
Current Assessed Value: Land #7,800 Building	— Total <u>#7,800</u>
Approximate Delinquent Real Estate Taxes: #8/4.00	\$993.00
Approximate Delinquent Special Assessment Taxes:	/
*Cost of Services:	
Inspection to: George Boykin	Date: <u>/0-14-14</u>
Minimum Bid Set by Supervisor: <u>500,00</u> plus #10 Date and Time Set for Auction: Water, March 14	11:35 Total, Locio
* Includes: Abstractors costs; Sheriff's costs: publishing costs; and mai	
molaces. Abeliation costs, enerni a costs, publishing costs, and mai	ining 000t0.

(MinBidReq/MSWord)

Beacon[™] Woodbury County, IA / Sioux City



- Roads Corp Boundaries Townships **County Residential** 2014 2015 2016 Sioux City **Residential Sales** Parcels

Owner Address WOODBURY COUNTY

620 DOUGLAS ST

SIOUX CITY IA 51101

884801238001 Parcel ID 0-0-0 Sec/Twp/Rng Property Address 3099 TRANSIT AVE SIOUX CITY

District **Brief Tax Description** Alternate ID 536161 Class R Acreage n/a

087 SC LL SIOUX CITY COMM **WEST MORNINGSIDE** W 66 FT N 12.45 FT L OT 1 & TRI TCT IN NL Y & WLY PARTLOT 2 B LK 60

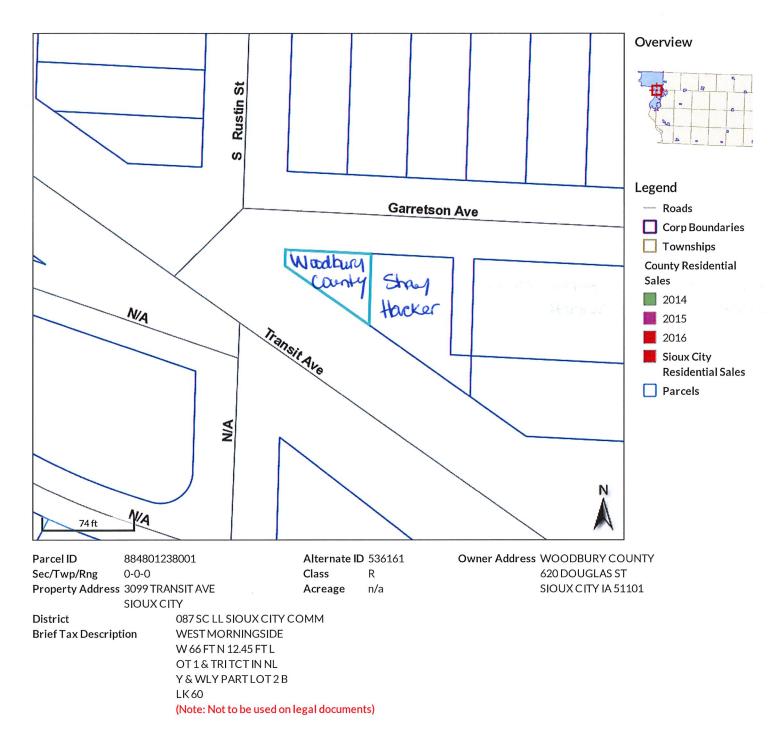
(Note: Not to be used on legal documents)

Date created: 2/20/2017 Last Data Uploaded: 2/17/2017 10:54:30 PM

Schneider

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Date created: 2/20/2017 Last Data Uploaded: 2/17/2017 10:54:30 PM



Developed by The Schneider Corporation

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

#9	9
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Date: 03/08/2017	Weekly Agenda Date:	03/14/2017		
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Amanda Harper, SIMPCO Housing Specialist WORDING FOR AGENDA ITEM:				
WICIRHTF is requesting funding in the amount of \$15,000 for the Local Housing Trust Fund for FY 2017/2018.				
2017/2010.				
	AC	CTION REQUIRED	D:	
Approve Ordinance	□ Approve	Resolution	Approve Motion	
Public Hearing	Other: In	nformational 🗆	Attachments	

EXECUTIVE SUMMARY:

The Western Iowa Community Improvement Regional Housing Trust Fund (WICIRHTF) requests local support for the 2017/2018 fiscal year in the amount of \$15,000.

BACKGROUND:

WICIRHTF is a 501 (c)(3) established in 2012 for the purpose of receipt and administration of Iowa Finance Authority (IFA) Housing Trust Funds. The mission of WICIRHTF is to further the preservation of affordable housing and to grow affordable housing opportunities for low-to-moderate income persons and families within the service area (Woodbury,Cherokee, Ida, Monona, & Plymouth counties).

FINANCIAL IMPACT:

Local Option Sales Tax dollars have been used in recent years, because this contribution leverages state or federal dollars.

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

Yes 🗹 No 🗆

RECOMMENDATION:

The grant funds received from IFA are based on a calendar year. WICIRHTF has been awarded funding for FY 2017/2018 from IFA and must have funds on hand by the time of grant award, January 1, 2018. WICIRHTF is requesting that you allocate FY 2017/2018 funds to support the HTF and continue this vital program.

ACTION REQUIRED / PROPOSED MOTION:

WICIRHTF is requesting funding in the amount of \$15,000 for the Local Housing Trust Fund for FY 2017/2018.

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

#10	
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	Date: 02-21-17 Wee	ekly Agenda Date: <u>03-14-17</u>		
	ELECTED OFFICIAL / DEPARTM	ENT HEAD / CITIZEN: Glenn Sedivy, C	communications Director	
		wer Lease with Motorola Solutions, In Starcomm, the City of Sioux City and		(13) years
	-	ACTION REQUIRED	:	
	Approve Ordinance	Approve Resolution	Approve Motion	
	Public Hearing	Other: Informational \Box	Attachments	
		recommends to the County Supe of 13 years to use a Starcomm rac		ase with Motorola
	BACKGROUND:			
	s is a partnership lease agre a's new Statewide radio syst	ement with Motorola Solutions Ir tem	nc. and Starcomm to operat	e on the State of
	FINANCIAL IMPACT:			
Nor	e			
	PRIOR AND ANSWERED WITH A F	VED IN THE AGENDA ITEM, HAS THE CORE IN THE AGENDA ITEM, HAS THE COUNTY ATTORNEY'S		EAST ONE WEEK
	Yes 🗆 No 🗆			

RECOMMENDATION:

Approve this Tower Lease

ACTION REQUIRED / PROPOSED MOTION:

Approve a Motion to enter into an initial term of 13 years to lease tower space on the Starcomm WIT Tower at 4647 Stone Avenue to Motorola Solutions, Inc.

RESOLUTION # 12,505

NOTICE OF PROPERTY LEASE

WHEREAS Woodbury County, Iowa is the deed holder to certain radio communications tower sites on the Siouxland Tri-State Radio Communications System (hereinafter referred to as "STARCOMM"); and

WHEREAS Motorola Solutions Inc. (hereinafter referred to as "Motorola") desires to enter a lease with Woodbury County, Iowa, City of Sioux City and Starcomm to use the Starcomm WIT Tower Site located at 4647 Stone Ave. for the purposes of a public safety radio communications system:

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 **March 14th, 2017 at 4:45 pm** in the basement of the Woodbury County Courthouse.
- That said Board proposes to lease space on the Starcomm system to Motorola for an initial term of thirteen (13) years with the possibility of four (4) additional five (5) year renewal terms.
- 3. That said Board proposes to lease the real estate as a partnership with Motorola to connect the Starcomm radio system to the State of Iowa's Statewide Radio system with equipment installed in the Starcomm WIT Tower site located at 4647 Stone Ave., Sioux City, Iowa.
- That this resolution, preceded by the caption "Notice of Property Lease" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this <date approved>.

ATTEST:

Patrick F. Gil Woodbury County Auditor and Recorder

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew Ung, Chairman

NOTICE OF PUBLIC HEARING

Governmental Body:	The Board of Supervisors of Woodbury County, Iowa
Date of Meeting:	March 14 th , 2017
Time of Meeting:	4:45 p.m.
Place of Meeting:	Board Room, Woodbury County Courthouse, 620 Douglas Street,
-	Sioux City, Iowa

Pursuant to the requirements of Sections 331.301(10)(d) and 331.443 of the Code of Iowa, the Woodbury County Board of Supervisors will hold a Public Hearing on the date, time and place set forth above. The purpose of the Public Hearing will be to enter into a 13 year lease agreement with Motorola Solutions Inc. to allow a tower lease agreement on the Starcomm WIT Tower located at 4647 Stone Ave, Sioux City, Iowa. This lease will allow the Starcomm radio system to be connected and be able to operate on the State of Iowa's new Statewide radio system. Any resident or property owner of Woodbury County may present oral or written objections at the Public Hearing.

Patrick F. Gill, Auditor of Woodbury County, Iowa

THIS LEASE IS THE PROPERTY OF:

Woodbury County, Iowa 620 Douglas Street, Suite 104 Sioux City, Iowa 51101

AND THE PROPERTY OF:

Customer Support Manager, State of Iowa, Motorola Solutions 1303 E. Algonquin Road Schaumburg, IL 60196 ATTN: Dave Gordon Phone: 319-377-6686

and

Law Department Motorola Solutions, Inc. 500 W, Monroe St. 43rd Floor Chicago, IL 60661 ATTN: Rich Heller Phone: (847) 576-1817 Fax: (312) 559-5694

C/O Starcomm Public Safety Board P.O. Box 447 Sioux City, Iowa 51102 ATTN: Glenn Sedivy Phone: (712) 279-6959 Fax: (712) 279-6157

And

The City of Sioux City, Iowa 405 6th Street, P.O. Box 447 Sioux City, Iowa 51102

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (hereinafter called "Lease"), is made and entered into as of this ______day of ______, 2017, by and between Woodbury County, Iowa, whose address is 620 Douglas Street, Suite 104, Sioux City, Iowa 51101 under the direction of the Starcomm Public Safety Board, whose address is P.O. Box 447 Sioux City, Iowa 51102 and the City of Sioux City, Iowa whose address is 405 6th Street, P.O. Box 447, Sioux City, IA 51102, hereinafter called "Lessors", and Motorola Solutions, Inc. having an address of 500 W. Monroe St., Chicago, IL 60661, hereinafter called "Lessee".

In consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. <u>Leased Premises</u>. Lessor is the owner of that certain real property <u>described below</u> (the "Property"). Lessors hereby Lease to the Lessee, for the period, at the rental, and upon the terms and conditions hereinafter set forth, certain portions of the Property, tower, and a portion of the interior space on the ground (the "Premises") located on the Property within the city limits of Sioux City, Iowa.

<u>2. Communications Equipment Upgrade and Installation</u>. A detailed list of Communications Equipment to be installed and upgraded by the Lessee at the Property and a detailed Site Plan is hereby attached as Exhibit A and incorporated herein as if fully set forth in this Agreement. A Structural

Analysis of the communications tower is hereby attached as **Exhibit B** and incorporated herein as if fully set forth in this Agreement.

"Communications Equipment" shall be defined as: a communications facility including (without limitation) antennae and radios (including microwave antennae and radios); equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling.

Lessee shall cause the Communications Equipment to be fully installed and upgraded on the Property by June 16, 2017. All costs associated with the installation of Communications Equipment and upgrading of the existing system shall be borne by the Lessee. The Communications Equipment shall service the Public Safety communication needs of the area.

The legal description for the location of the above tower and equipment is:

All that part of the South One-Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 36, Township 89 North, Range 47 West of the 5th Principal Meridian, Sioux City, Woodbury County, Iowa, described as follows:

Commencing at the Northeast corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 36; thence S 43°22'02"W for 60.00 feet to the point of beginning; thence S 46°37'58"E for 50.00 feet; thence S 43°22'02"W for 100.00 feet; thence N 46°37'58"W for 100.00 feet; thence N 43°22'02"E for 100.00 feet; thence S 46°37'58"E for 50.00 feet to the point of beginning. Said described lease contains 10,000.0 square feet.

NOTE: Basis of bearings established by reference to Plat of Survey and legal description as recorded on Roll 598 – Images 635 through 639 in the Woodbury County Recorder's Office, Sioux City, Iowa

(Property located in the vicinity of 4647 Stone Avenue)

3. <u>Access</u>. Lessors also grant to Lessee, the State of Iowa, and their respective employees, contractors, agents, representatives, and assigns, access to the Property and Premises described in paragraph one (1) above, seven days a week, 24 hours a day, throughout the term of this Lease, provided that, prior to Lessee or Lessee's contractors climbing the tower for antenna access, Lessee will give Lessors no less than 12 hours prior notice. To allow this access to climb the tower or Fenced Compound, Lessors will give Lessee a key to the lock on the Compound. Each time the Lessee's employee(s) access the location all the Lessee's employees will notify the Facility Manager, in writing, in person or if necessary over the phone by calling (712) 279-6960. These employees will be subject to criminal background checks, except in emergency situations and when otherwise agreed upon by Lessor in writing. Security access to the sites compound will be provided by the Starcomm Director or Facility Manager. Each employee of Lessee who climbs the tower will have in their possession a card showing that they have completed the Qualified Climber/Rescue course offered through Comtrain or similar program approved by Lessors. Each employee of Lessee will follow all OSHA regulations while climbing any portion of the tower including wearing all required safety harnesses and will use the safety climbing cable while on the tower. There will never be fewer than 2 certified climbers on the site during any type of climbing on the tower.

4. <u>Initial Term and Commencement Date of Lease</u>. The "Initial Term" of this Lease shall be for a period of Thirteen (13) years. The "Commencement Date" for the Initial Term of this Lease begins upon the start of installation of the Communications Equipment as described in Paragraph 1, in and about the Premises and expiring on the date which is thirteen (13) years thereafter. Lessee shall provide written

notification to the Parties of the date when installation shall commence. In any event the commencement date shall be no later than April 1, 2017.

5. <u>Renewal Terms</u>. Lessors hereby grant to Lessee the right, privilege and option to extend this Lease for four (4) additional "Renewal Terms" of Five (5) years; provided that the total length of all terms does not extend beyond the term of the Lease Agreement between Lessors and WIT; each with the consent and written approval from Lessors, from the end of the Initial Term, under the same terms, covenants and conditions as herein contained, provided that Lessee is not in default of any of the terms, covenants or conditions of this Lease at the conclusion of the Initial Term or any prior Renewal Term, respectively. This Lease shall automatically terminate unless Lessee gives written notice of the desire to extend or renew the Lease at least one hundred eighty (180) days prior to the end of the applicable term and obtains Lessors' consent to each requested extension.

6. Termination.

a. Both Lessors and Lessee shall have the right to terminate this Lease for cause, in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default. Notwithstanding the foregoing, the curative period for any monetary default is thirty (30) days from receipt of written notice and the curative period for lapse in insurance coverage is ten (10) days from the receipt of written notice

b. The parties agree that in the event that federal or state law requires the installation of back up power sources or supplies that the terms of this Lease will require an amendment to be negotiated between the parties. No additional equipment shall be placed upon the Premises by Lessee without the written consent of Lessors. Notwithstanding the foregoing, Lessee may install upgraded Communications Equipment to replace existing Communications Equipment without the written consent of Lessor. However, a detailed list of replaced items must be promptly provided to the Lessor.

c. This Lease may be terminated without further liability as set forth below:

1) by either party in the event the other party defaults on any material provision of this Lease, and in the event that such default is not cured within thirty (30) days after written notice thereof is provided to the other party. Said curative period shall be extended another thirty (30) days provided defaulting party has shown a good faith effort to cure default. Notwithstanding the foregoing, the curative period for any monetary default is thirty (30) days from receipt of written notice and the curative period for lapse in insurance coverage is ten (10) days from the receipt of written notice; or

2) by Lessee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Lessee's facilities; or

3) by Lessee if Lessee is unable to occupy and utilize the tower site due to an action of the FCC, including without limitation, a take-back of channels, a change in frequencies, or a change in licensed coverage area; or

4) by Lessee if Lessee determines that the tower site is not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or

5) by Lessors if the Lessors determine the tower site is no longer suitable to be used by Lessors for their operation and the Lessors choose to remove the building; or

6) by Lessors after the expiration of the initial term of this Lease upon providing Lessee with written notice. Such notice, if given by Lessors, must be given not less than three hundred sixty-five (365) days prior to the date therein specified (this time is given for Lessee to find a new site, get zoning approval, construct a new site and move Lessee's shelter and antennas); or

7.) by Lessors at any time upon occurrence of a Separation Event, as that term is defined in 14(f), by giving at least thirty (30) days' notice in writing to the Lessee.

8) by the parties mutual agreement.

d. In the event of termination or expiration of this Lease, Lessee shall have a reasonable period of time (not exceeding ninety (90) days from the effective date of termination unless a longer time is allowed elsewhere in this Lease) to remove all Communications Equipment from the Premises, however all improvements to the tower and/or ancillary structures shall be left in place and in good repair by the Lessee. Upon expiration of this Lease, Lessee shall restore the Premises to reasonably good condition and repair, subject to ordinary wear and tear on the Premises, which is specifically excepted. Failure of Lessee to remove its Communications Equipment at the expiration or termination of this Lease may result in Lessors removing the equipment and payment of all charges occasioned by such removal will be the responsibility of the Lessee.

7. Initial Term Rent .

a. Lessee shall pay Woodbury County, Iowa, administrator of funds of Starcomm Public Safety Board Ten Dollars (\$10) and other good and valuable consideration as full consideration for the initial Term and all Renewal Terms of this Lease. Unless otherwise specified in this Lease, each party shall bear its own costs.

8. Use and Non-Interference of Premises. Lessee shall have the right to use the Property and Premises for the purpose of installing, removing, replacing, modifying, repairing, maintaining, and operating a communications facility including (without limitation) antennae and radios (including microwave antennae and radios): equipment cabinets; backup power sources (including batteries, generators and fuel storage tanks); and other associated equipment, fixtures, wiring, and cabling (collectively the "Communications Equipment"). The parties acknowledge that (a) the Communications Equipment will be owned by Lessee, the State of Iowa, or their respective assignee and (b) the Communications Equipment will be used for emergency services, public safety and other governmental purposes, including the Iowa State Patrol and other Iowa state agencies, and any federal, state, county, municipality or other governmental body, including any department or agency thereof. Lessee shall not do or permit any activities upon the Premises, which would cause interference to Lessor or with Lessor's principle use of the Premises as a Lattice Tower in the City of Sioux City, Iowa at 4647 Stone Ave behind "The Security Institute". The Lessee shall further not do or permit any activities upon the premises which would cause interference to Western Iowa Tech (WIT). In addition, Lessors and Lessee shall not do or permit any activities upon the Premises, which would cause or permit physical, electronic, or other interference with the radio transmission facilities, equipment, or signal of WIT's own radio station currently designated as KWIT. The Lessee will be allowed to install its Communications Equipment inside and outside the communications tower house. This is not an exclusive lease of the premises. Lessors retains the right to lease additional space to other Tenants provided that the additional Tenants' equipment does not interfere with the activities and transmission signals of the Lessee. Additionally, Lessor will continue to use the premises for their own business or public safety purposes. Lessor affirmatively covenants that except for acts of God, neither Lessor nor its employees, agents, representatives, invitees, other tenants or licensees

shall cause or allow others to cause interruption of electrical power or interruption of telephone service to the Communication Equipment.

9. Insurance and Indemnification.

Unless self-insured, at all times during the term of this Lease, Lessee shall at its expense carry and maintain for the mutual benefit of the Lessors:

a. Commercial General liability insurance against the claims for personal injury, death or property damage occurring in or about the Leased Premises or resulting from the installation, operation or maintenance of the Lessee's Communications Equipment on the Leased Premises, such insurance to be in the amount of \$1,000,000.00 for personal injuries and deaths resulting from any one accident and for property damage in any one accident, and an aggregate coverage in the amount of \$3,000,000.00 with Lessors included as additional insureds.

b. A Standard Workmen's Compensation and Employer's Liability Insurance Policy in the amount equal to the limit of liability and in a form prescribed by the laws of the state in which the Leased Premises is located.

c. Any contract workers contracted by Lessee shall also carry similar insurance as set forth in a. and b. above.

10. Damage or Destruction. If the Premises are damaged, destroyed by fire, winds, flood, or other natural or manmade cause, Lessors shall have the option to repair or replace the Premises at their sole expense, or to terminate this Lease effective on the date of such damage or destruction. Notwithstanding the foregoing, for purposes of implementing the ninety (90) day period specified in 6(d), the ninety (90) day period shall commence upon the later of (i) the Lessors having notified the Lessee of a decision not to repair or replace the Premises or (ii) sixty (60) days having passed without Lessors having notified Lessee of a decision to repair or replace the Premises (unless the Lessors have begun repair or replacement activities). In the event Lessors elect to terminate this Lease, Lessee shall have no further obligations hereunder. Lessors shall have up to sixty (60) days to decide on whether to repair or replace the Premises. Failure by Lessors to notify Lessee within sixty (60) days of Lessors' decision to repair or replace the Premises shall be deemed an election by Lessors to terminate this Lease, unless the Lessors have begun repair or replacement activities. If Lessors elect to repair or replace the Premises, Lessee shall have the option of either abating the rent due until such repair or replacement is completed and the Premises are restored to a condition that the Lessee can resume full operations at the Premises; or until Lessee begins operating a mobile telecommunication base station on the Premises. Lessee may immediately erect on an unused portion of the Property a temporary communications facility. In the event such repairs or restoration are not commenced within thirty (30) days or completed within ninety (90) days. Lessee may elect to terminate this Lease by so notifying Lessor in writing, The option to operate a mobile telecommunications base station on the Premises is subject to the Lessee obtaining all required State and local permits and obtaining verbal consent of the Starcomm Public Safety Board, said consent shall not be unreasonably withheld. Said verbal consent will be confirmed electronically or in writing by the Starcomm Public Safety Board within twenty-four (24) hours. If there is a condemnation of the Premises, then this Lease will terminate upon transfer of title to the condemning authority, without further liability to either party except for Lessor's obligation to reimburse Lessee for any prepaid fees. Lessee is entitled to pursue a separate condemnation award from the condemning authority. Lessor shall notify Lessee in writing within ten (10) days after it receives notice of any actual or contemplated condemnation proceedings.

11. <u>**Taxes**</u>. Lessors shall pay and be responsible for all taxes on the Premises, and Lessee shall pay and be responsible for all taxes due on Lessee's equipment and fixtures installed on the Premises.

12. <u>Notices</u>. Any notices required or permitted to be given hereunder shall be given in writing, and shall be deemed to have been given only upon receipt after mailing by certified or registered first class mail, postage prepaid, return receipt requested, or sending by reliable overnight courier and addressed to the parties as follows:

Lessors: Woodbury County, Iowa Board of Supervisors 620 Douglas Street, Suite 104 Sioux City, Iowa 51101 Phone: 712-279-6525

> Starcomm Public Safety Board P.O. Box 447 Sioux City, Iowa 51102 ATTN: Glenn Sedivy Phone: (712) 279-6959 Fax: (712 279-6157

City Clerk City of Sioux City, Iowa 405 6th Street, P.O. Box 447 Sioux City, Iowa 51102

Lessee:

ee: Customer Support Manager, State of Iowa, Motorola Solutions 1303 E. Algonquin Road Schaumburg, IL 60196 ATTN: Dave Gordon Phone: 319-377-6686

> Law Department Motorola Solutions, Inc. 500 W. Monroe St., 43rd Floor Chicago, IL 60661 ATTN: Rich Heller Phone: (847) 576-1817

13. Hazardous Materials. At no time during the term hereof shall the Lessee store, place, leave or deposit at the Tower or the Premises any substance or material which, if known to be present on or at such property, would require cleanup, removal or some other remedial action under any federal, state or local law, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants, processed waste water, solid wastes, or otherwise relating to environmental hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, and all acts amendatory thereto, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency, and regulation of any State Department of Natural Resources or State Environmental Protection Agency now or at any time hereinafter in effect. The Lessee agrees to and does hereby indemnify and save the Lessors and owners harmless from any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses relating in any way to Lessee's violation of this Section, and this indemnification obligation shall survive the expiration or termination of this Lease. Lessors acknowledge and agree that Lessee shall have no liability or responsibility whatsoever for any environmental violations or issues, at the tower or premises, existing prior to the date of Lessee's occupancy or otherwise not caused by Lessee. Lessor represents and warrants that it has no knowledge of any pre-existing environmental contamination on or about the Property or any substance, or chemical, or waste on the Property that is identified in any applicable state, federal, or local law or regulation as being hazardous, toxic, or dangerous. Lessor shall not introduce or allow any other tenant or licensee to introduce any such substance or chemical or waste onto, near or adjacent to the Property in violation of applicable law.

14. Miscellaneous Provisions.

a. Lessors warrant that (i) Lessors are the owners of the tower and owners and/or lessees of the tower site property; (ii) that Lessors have full right, power, and authority to execute this agreement and if necessary have obtained all necessary consents to sublease the Premises; (iii) that Lessor will not have unsupervised access to the Communication Equipment on the Premises; (iv) that the Property: (a) abuts a public right-of-way over which practical access is possible, or (b) is accessible over easements appurtenant to such site; and (v) that to the best of Lessor's knowledge making of this Lease and the performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants or the provision of any mortgage, lease or other agreements under which Lessor is bound and which restricts itself in any way with respect to the use or disposition of the Property. Lessors covenant that Lessee, in paying Rent and performing the covenants by Lessee herein made, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises.

b. Lessee may, at its expense, make such improvements to the Property and Premises as it deems necessary for the operation of the Communication Equipment with prior written approval of the Lessor. Lessee shall obtain all necessary governmental and regulatory approvals required for Lessee's occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Lessors shall cooperate with Lessee in obtaining such approvals.

c. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assigns. References to Lessee herein shall include Lessee's transferees, successors, and assigns. References to Lessor herein shall include Lessor's transferees, successors, and assigns.

d. This Lease and the attached exhibits contain the entire agreement of the parties with respect to its subject matter and supersede any prior oral or written agreements.

e. This Lease may be amended in writing only, signed by all the parties in interest at the time of such amendment.

f. Lessee may assign this Lease to the State of Iowa or any of its departments, agencies or designees, or to any of Lessee's affiliates without the prior consent of Lessor. In addition, in the event Lessee separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Lessee may, without the prior written consent of Lessor and at no additional cost to Lessee, assign this Lease such that it will continue to benefit

the Separated Business and its affiliates following the Separation Event. In the event of such a permitted transfer, Lessee shall provide written notice to Lessors of the Separation Event within thirty days of the completion of the Separation Event. This Lease shall continue as a direct lease between Lessor and any permitted transferee, and the original Lessee shall be released from any and all future liability hereunder. Lessee shall notify Lessors in writing of the name and address of any assignee. This Lease may be assigned by Lessors without the consent of Lessee provided that the assignee shall occupy and use the Premises subject to this Lease. Lessor shall notify Lessees in writing of the name and address of any assignee.

g. No waiver by either party of any provision herein shall be deemed a waiver of any other provision or of any prior or subsequent breach of any provision herein.

h. If any term or provision of this Lease is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease and the remaining provisions shall be enforceable in accordance with their terms.

i. This agreement shall be governed by and construed in accordance with the laws of the State of IOWA, without regard to its conflicts of law principles.

j. If Lessee does not vacate the Premises in accordance with the Lease terms upon valid termination of this Lease, such holding over shall be treated as creating a month to month tenancy. This holdover will not be approved for more than ninety (90) days. Rent during the holdover will be 150% of the current rent. Further, if Lessee does not vacate the Premises as required, Lessee's Communications Equipment may be removed by Lessors at Lessee's expense. Any bill for removal of Lessee's equipment by Lessors shall be paid in full within thirty (30) days of mailing.

k. Lessee may make, with prior approval from Lessors, reasonable alterations, additions, or improvements to the Premises necessary for its antennas, communication shelter, power cables and telephone cables, so long as the structural integrity of the Premises is not affected. Lessee will bear the total cost of such alterations, additions or improvements, including regular maintenance, and the cost of removal and returning the Premises to the condition it was at the time of entering into the Lease (subject to the terms of paragraph 6(d) of this Lease).

I. Lessee shall be solely responsible for maintenance of its Communications Equipment, and shall arrange for maintenance under separate contract for all such maintenance services. Lessee shall not expect or ask Lessors to do any special site maintenance for Lessee's antennas or shelter, unless Lessee enters into a separate maintenance contract with Lessors, which contract will be separate from the terms of this Lease (i.e.: in the event that some minor snow plowing is requested for Lessee's access to their shelter, Lessee will separately contract for that service under a separate document).

m. Lessee will bear any and all costs associated with temporary relocation of Lessee's equipment, if required, during repairs or painting of Lessors' building. Lessors will give Lessee at least thirty (30) days advance notice of scheduled repairs or painting of Lessors' building or tower which may affect Lessee's operation, so that Lessee can pre-plan for providing high-quality communications to Lessee's customers during any temporary relocation required by Lessors' repair or painting activities. Lessors are not required to provide notice of routine repairs, such as replacement of tower lights, which do not affect Lessee's operation. Lessors will provide Lessee notice of emergency repairs with at least twelve (12) hours prior notice unless it is impossible or impractical to do so and then the Lessee shall be provided with as much prior notice as possible under the emergency circumstances.

n. To the extent permitted by law, Lessee shall indemnify and hold Lessors harmless against all expenses, liabilities and claims of every kind, including reasonable attorney fees, to the extent arising from the negligent or wrongful acts or omissions of Lessee or anyone for whose acts Lessee may be liable and made necessary by or on behalf of any person or entity arising out of:

1) A failure by Lessee to perform any of the terms and conditions of this Lease; or

2) Any injury or damage happening on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable; or

3) Any injury or damage to any employee, agent, or customer of Lessee or Lessors on or about the Leased Premises which is caused in whole or in part by Lessee's use of the Premises, any act or omission of Lessee or anyone for whose acts Lessee may be liable; or

4) Failure of Lessee to comply with any applicable laws or governmental authority; or

5) Any action brought by a third party for damages as a result of an injury caused by Lessee or action or inaction of the Lessee.

15. <u>Approval</u>. The parties agree that this Lease shall not be binding on either party unless and until it is fully executed by both parties. If this Lease is signed by only one party, it shall merely constitute an offer to lease. This Lease is subject to the consent to sublease by Western Iowa Tech (WIT), and subject to approval by Starcomm's Executive Board, the Woodbury County Board of Supervisors and the City Council of the City of Sioux City.

16. <u>Utilities</u>. Lessee shall be entitled to install any utilities and services required for the Communication Equipment. Lessor shall provide Lessee with such reasonable assistance as is necessary to enable Lessee to arrange for such utilities and services, including signing any easement or other instrument reasonably required by the utility company. Lessor represents that utilities required for Lessee's use of the Premises are available, and Lessee shall not be required to pay any share of such utilities and services as are used for the Communication Equipment. All electricity and any other utility services used by Lessee to operate the Communications Equipment will be paid by Lessor.

17. <u>Compliance with Laws</u>. The Parties shall comply with all applicable local, state, and federal government laws, codes and regulations, including without limitation FAA, FCC, NEPA, occupational health and safety, environmental, and electromagnetic (EME) requirements, and applicable requirements of the Americans with Disabilities Act.

18. <u>Short Form Lease</u>. The parties will, at any time upon the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of this Lease setting forth a description of the premises, the term of this Lease and any portions hereof, excepting the rent and cost provisions.

19. <u>Contingency for Due Diligence</u>. Lessee shall have until the Commencement Date to conduct a due diligence examination of all factors affecting the Property and to satisfy itself in its sole discretion that the Property is suitable for Lessee's intended use. Lessor shall furnish Lessee with the legal description, coordinates, address or location and real estate tax numbers, if available, for the Property as well as copies of any title policies or searches, surveys or site drawings (including those dealing with utility or access easements), any Prime Lease or Ground Lease, including all amendments, current users of the Property and all broadcast frequencies and any studies dealing with structural, RF, engineering or environmental,

NEPA or EME matters, as well as other documentation reasonably requested by Lessee. Lessor shall also allow Lessee's personnel or its contractors to visit and investigate the Property and perform structural, engineering and environmental evaluations and tests. Lessor shall use its best efforts to obtain from the holder of any mortgage or deed of trust ("Mortgagee") a non-disturbance agreement in a form provided by or otherwise acceptable to Lessee. In the event Lessee is not satisfied with the Property or Lessee does not receive non-disturbance agreements from all Mortgagees Lessee shall have the right to terminate this Lease by so notifying Lessor in writing on or before the Commencement Date, in which event all funds paid by Lessee shall be returned to Lessee.

23. <u>Brokers</u>. Lessor and Lessee each represents to the other that he, she, or it did not deal with any broker or other person who may be entitled to a commission as a result of the transaction contemplated by this Lease, and Lessor and Lessee hereby agree to indemnify and hold the other harmless from a breach of the foregoing representation.

24. <u>Counterparts: Facsimile Signatures</u>. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

25. <u>Waiver of Lessor's Lien Rights</u>. Lessor agrees that it does not have any lien rights in Lessee's personal property or the Communications Equipment.

26. <u>Mutual Waiver of Consequential Damages and Limitation of Liability</u>. NOTWTHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, EACH PARTY AGREES THAT THE OTHER PARTY WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS LEASE, AND EXCEPT FOR PERSONAL INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY, EACH PARTY'S TOTAL LIABILITY, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, INDEMNIFICATION, OR OTHERWISE, WILL BE LIMITED TO THE DIRECT DAMAGES RECOVERABLE UNDER LAW, BUT NOT TO EXCEED \$3,000,000.00. This limitation of liability provision survives the expiration or termination of this Lease and applies to the fullest extent permitted by law, notwithstanding any contrary provision.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF SIOUX CITY, IOWA

By_____

Robert E. Scott Mayor of Sioux City, Iowa

Certification of City Clerk:

I, Lisa L. McCardle, certify that I am the City Clerk of the City of Sioux City, Iowa, and that Mayor Robert E. Scott, who executed this Agreement for and on behalf of the City, was duly authorized and empowered to do so as of _____, 2017.

> Lisa L. McCardle, City Clerk of the City of Sioux City, Iowa

WOODBURY COUNTY, IOWA

By _____ Matthew Ung Chairperson

Certification of County Auditor:

I, Patrick Gill, certify that I am the County Auditor of the Woodbury County, Iowa and that Matthew Ung, who executed this Agreement for and on behalf of the County, was duly authorized and empowered to do so as of ______ 2017

> Patrick Gill Woodbury County Auditor

STARCOMM, WOODBURY, IOWA

Ву _____

Douglas Young Chairperson

Certification of Starcomm:

I, Carrie Anfinson-Haden, certify that I am the Administrative Secretary for Starcomm and that Chairperson Douglas Young, who executed this Lease for and on behalf of Starcomm, was duly authorized and empowered to do so as of ______, 2017.

Carie Anfinson-Haden, Administrative Secretary for Starcomm

MOTOROLA SOLUTIONS, INC.

Ву _____

STATE OF) ; ss

COUNTY OF _____)

On this ______ day of ______, 20 _____ before me, the undersigned a Notary Public in and for said County and State, personally appeared

to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

NOTARY PUBLIC in and for said COUNTY and STATE

EXHIBIT A

DESCRIPTION OF PROPERTY AND EQUIPMENT TO BE INSTALLED

This exhibit provides the address, location, and general description of the property subject to the Lease.

Legal Description:

The site is known as "WIT" consists of a self supporting tower, communications shelter, and backup generator. Additional antennas are planned for this tower resulting in tower strengthening work as documented in the loading analysis report (ISICS-93 WIT twr SA). With the exception of the antennas to be mounted on the tower, all new equipment is to be installed inside the equipment shelter.



Address or Location: Western Iowa Tech (WIT) 4647 Stone Ave Sioux City, IA

Coordinates:

42-29-06N/96-20-47W

Equipment to be installed on the tower:

- 21ft Omni directional antenna (SC412-HF2LDF) @ 305 feet
- 6ft parabolic dish (SB6-W60AC) @ 310 feet
- 6ft parabolic dish (SB6-W60AC) @ 279 feet
- 6ft parabolic dish (SB6-W60AC) @ 170 feet
- 4ft parabolic dish (SB4-W60AD) @ 138 feet

Equipment to be installed inside the shelter:

- Replace prime site LAN switches with 48 ports to add Geo-Prime Site Capability
- Voting comparators with FDMA/TDMA (DDM) capability
- 3 Base Radios to existing Expansion Radio Rack
- Coriant MPLS router
- Additional DC rectifiers to existing Eltek chassis to increase output capacity
- Additional battery strings to increase runtime
- Dispatch wireline connectivity (via backhaul network) to ISICS Core



Structural Analysis of a 330 ft Self-Supporting Tower

Site Name: ISICS – 93 WIT County: Woodbury Location: Sioux City, IA

Checked By:

Derek Hartzell Structural Design Engineer IV





Pyramid Network Services, LLC

6519 Towpath Rd

East Syracuse, NY 13057

May 2016



May 10, 2016

James Reek Pyramid Network Services 6519 Towpath Rd East Syracuse, NY 13057

RE: ISICS – 93 WIT S Lakeport St, Sioux City, IA

James:

We have completed the structural analysis of the subject tower and **have found it to be overloaded within the scope of this analysis to support the proposed antenna loading.** The tower was analyzed according to the requirements of TIA 222-G-2 standard for Woodbury County, IA for 90 mph (3-sec. gust) wind speed with no ice and 50 mph wind with 3/4" ice per the 2009 IBC as referenced by the 2010 Iowa State Building Code. Topographic Category 1, Exposure C, and Structure Class III were used in this analysis.

The subject tower is a 330' Sabre S3TL-29 self-supporting tower consisting of all-bolted sections with pipe legs and angle bracing. Tower face dimensions range from 5'0" at the top to 33'0" at the base. Foundation capacities are based on manufacturer's design reactions.

The loading used in the analysis consisted of the existing antennas/lines as well as the following:

- (1) proposed SC412-HF2LDF antenna @ 305' (height of tip @ 325') fed by 1-1/4" coax cable
- (3) proposed SB6-W60 dishes @ 170', 279' and 310' (each fed by one CNT-400)
- (1) proposed SB4-W60 dish @ 138', lowered from 145' to avoid interference with the existing 8' dish (fed by one CNT-400)

The proposed feed lines were assumed to be located as shown on drawing E-7.

The results of the analysis showed one section of leg, eight sections of diagonals and four sections of horizontals being overloaded with a maximum stress rating of 206.5%. Note that a reinforcement design of these elements is outside the scope of this analysis but can be completed under separate contract. All other tower and foundation elements were loaded within allowable limits.

The maximum displacement of the proposed microwave dishes at service wind speed is as follows:

Elevation(ft)	Dish	Displacement (deg,
309.00	SB6-W60 @ 356.99°	0.56
279.00	SB6-W60 @ 356.99°	0.47
170.00	SB6-W60 @ 106.29°	0.19
138.00	SB4-W60 @ 106.29°	0.15

For a detailed listing of tower performance, please see pages 12 to 14 of the calculations.

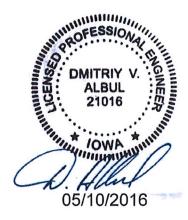
We appreciate the opportunity to provide our services to Pyramid Network Services, Motorola and Iowa State EMS and if you have any questions concerning this analysis, please contact us. Please let us know if we can be of further assistance in providing a price quote to design the reinforcement for this tower.

Sincerely,

ARMOR TOWER, INC.

Konzaila

Koussaila Ait Oumessaoud Structural Design Engineer I



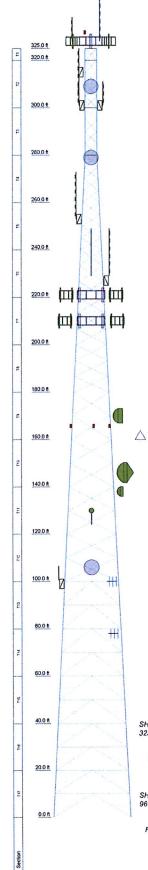
PRIMARY ASSUMPTIONS USED IN THE ANALYSIS

- 1. Leg A is assumed to be oriented Northwest.
- 2. Allowable steel stresses are defined by AISC-LRFD-13th Edition and all welds conform to AWS D1.1 specifications.



- 3. Armor Tower has been commissioned to analyze the tower according to the requirements of TIA 222-G-2 for Woodbury County, IA. Per this code, a basic wind speed of 90 mph (3-sec. gust) without ice and 40 mph with ³/₄" ice is recommended. This site is not within a special wind region according to the ASCE 7 wind map. Note that Section 3108.4 of the International Building Code states that "Towers shall be designed to resist wind loads according to TIA/EIA-222".
- 4. The acceptability of the analyzed antenna loading is the responsibility of Pyramid Network Services and its affiliates to confirm with the tower owner.
- 5. Any deviation from the analyzed antenna loading will require a re-analysis of the tower for verification of structural integrity. The proposed feed lines must be located as shown on drawing E-7.
- 6. This analysis assumes all tower members are galvanized adequately to prevent corrosion of the steel and that all tower members are in "like new" condition with no physical deterioration. This analysis also assumes the tower has been maintained properly per TIA 222-G Annex J recommended inspection and maintenance procedures for tower owners and is in a plumb condition. Armor Tower has not completed a condition assessment of the tower.
- 7. No accounting for residual stresses due to incorrect tower erection can be made. This analysis assumes all bolts are appropriately tightened providing necessary connection continuity and that the installation of the tower was performed by a qualified tower erector.
- 8. This analysis has compared the current reactions with the tower design reactions. It is our assumption that the foundations were properly designed and installed and are able to develop the full tower design reactions.
- 9. No conclusions, expressed or implied, shall indicate that Armor Tower has made an evaluation of the original design, materials, fabrication, or potential installation or erection deficiencies. Any information contrary to that assumed for the purpose of preparing this analysis could alter the findings and conclusions stated herein.
- 10. Tower member sizes and geometry is based on customer-supplied data, Sabre Communications drawings dated July 29, 2004. Existing equipments are based on a mapping report done by SGS dated July 7, 2015. It is our assumption that this data is complete and accurately reflects the existing conditions of the tower and equipment. Armor Tower has not been commissioned to field validate this data. Armor Tower reserves the right to add to or modify this report as more information becomes available. Proposed equipment was outlined in the files (RF design State of Iowa Site Book9f) and (State of Iowa Summary using Leased Towers for MW Repeaters) sheets supplied by the customer.





TYPE	ELEVATION	1	TYPE	ELEVATION
Flash Beacon Lighting	330	LPA-185063/12	CF W. MaPipe (Alpha)	221
Halo Mount	328	LPA-185063/12	CFW, MtgPipe (Alpha)	221
18' Dipole	328	TMA (9'x12'x3	(Beta)	212
18 Dipole	328	TMA (9"x12"x3	(Beta)	212
10' Dipole	328	TMA (9"x12"x3		212
10' Dipole	328	TMA (9"x12"x3		212
12"x4"x3" TMA	328	TMA (9"x12"x3	") (Gamma)	212
1.5'Sch40 x 8h (P-Motorola Stabilizer)	324	TMA (9"x12"x3		212
1.5"Sch40 x 8tt (Stablizer)	321	(2) BTS/52001	Construction and the data in the second second second	210
3' Sidearm Mount (P-Motorola)	315	3'x6"x3" Anten	na	210
4"Sch40 x 6ft (dish mount)	309	3'x6"x3" Anten	na	210
(P-Motorola)		6' Sector Boom	1	210
SB6-W60 (P-Motorola @ 356.99*)	309	3x6"x3" Anten	na	210
SC412-HF2LDF (P-Motorola)	305	3x6"x3" Anten		210
3' Sidearm Mount	301	6' Sector Boom		210
3' Sidearm Mount	301	(2) BTS/52001	5	210
idearm Mount 301 4'Sch40 x 6ft (dish mount)		170		
20' Dipole	301	(P-Motorala)		
10' Dipole	301	SB6-W60 (P-Motorola @ 106.29*)		170
10' Dipole	301	OB Light		165
4"Sch40 x 6ft (dish mount)	279	OB Light		165
(P-Motorola)		OB Light		165
SB6-W60 (P-Motorola @ 356.99*)	279	Camera		147
1.5'Sch40 x 8ft (Stabilizer)	263	4"Sch40 x 6tt (Dish mount)		146
1.5"Sch40 x 8h (Stabilizer)	263	1.25 Sch.40 x 15ft (Dish support)		146
3' Sidearm Mount	253	RFS PAD8-59		146
3' Sidearm Mount	253	4"Sch40 x 6t (dish mount)	138
DB204-A	253	(P-Motorola)		
DB204-A	253	SB4-W60 (P-M	lotorola @ 105.29')	138
1.5°Sch40 x 8ft (Stabilizer)	249	1.5'Sch40 x 5th		130
1.5'Sch40 x 8ft (Stabilizer)	249	M# SP-4.7/2 D		130
DB264-A	227	SODU/Extend/		129
3' Sidearm Mount	227	3' Sidearm Mor	unt	124
DB224	225	MFB4803		124
3' Sidearm Mount	225	RFS PAD6/59		106
LPA-185063/12CF W, MtgPipe	221	4"Sch40 x 6tt (Dish mount)	106
(Gamma)		Yagi		100
LPA-185063/12CF W. MtgPipe (Gamma)	221	D8230-J		99
LPA-185063/12CF W. MtgPipe (Beta)	221	3' Sidearm Mo	unt	99
LPA-185063/12CF W. MigPipe (Beta)	221	6' omni		99
Sabre 12' T-Boom (set of 3)	221	Yagi		78
Sable 12 1-boom (set of 5)	MATERIAL	STRENG	тн	
GRADE Fy	Fu	GRADE	Fy	Fu
A500-50 50 ksi	62 ksi	A36	36 ksi	58 ksi

- TOWER DESIGN NOTES

 1. Tower designed for Exposure C to the TIA-222-G Standard.

 3. Tower designed for a 90.00 mph basic wind in accordance with the TIA-222-G Standard.

 4. Tower is also designed for a 50.00 mph basic wind with 0.75 in ice. Ice is considered to increase in thickness with height.

 5. Deflections are based upon a 60.00 mph wind.

 6. Tower Structure Class III.

 7. Topographic Category 1 with Crest Height of 0.00 ft

 8. Connections use galvanized A325 bolts, nuts and locking devices. Installation per TTA/EIA-222 and AISC Specifications.

 9. Tower Bare fabricated with ER-705-6 electrodes.

 10. Welds are fabricated with ER-705-6 electrodes.

 11. Appurtenance are indicated as (P)roposed. All others are existing.

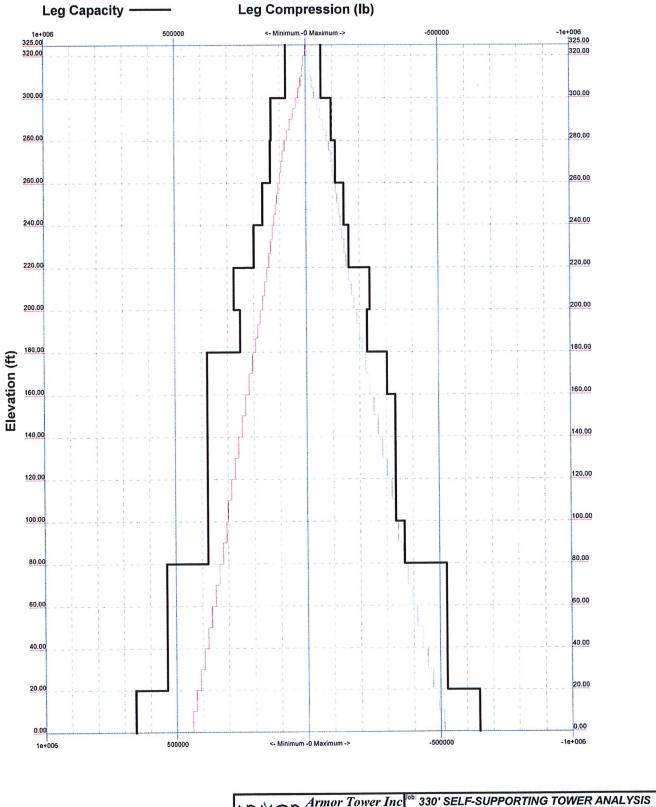
 12. TOWER RATING: 206.5%

ALL REACTIONS ARE FACTORED

MAX. CORNER REACTIONS AT BASE: DOWN: 533820 lb SHEAR: 57541 lb UPLIFT: -454828 lb SHEAR: 49877 lb AXIAL 275265 lb SHEAR 32309 lb MOMENT 5512 kip-ft 1 TORQUE 11 kip-ft 50.00 mph WIND - 0.75 in ICE AXIAL 83987 Ib MOMENT 14459 kip-ft SHEAR 96148 lb

TORQUE 31 kip-ft REACTIONS - 90.00 mph WIND

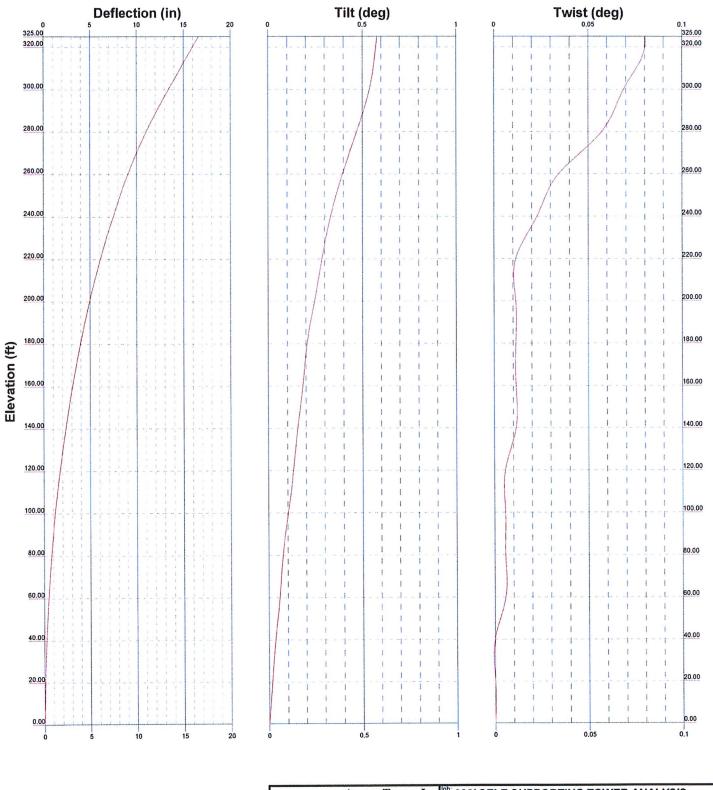
Armor Towe	er Inc 330' SELF-SUPPORT	ING TOWER	ANALYSIS		
	St Project: ISICS - 93 WIT	Project: ISICS - 93 WIT			
	Client. Pyramid Network Service	S Drawn by: KA	App'd.		
Phone: (607) 434		Date: 05/10/16	Scale: NTS		
FAX: (866) 870-		And her Shitty felseries WIT a	Dwg No. E-1		



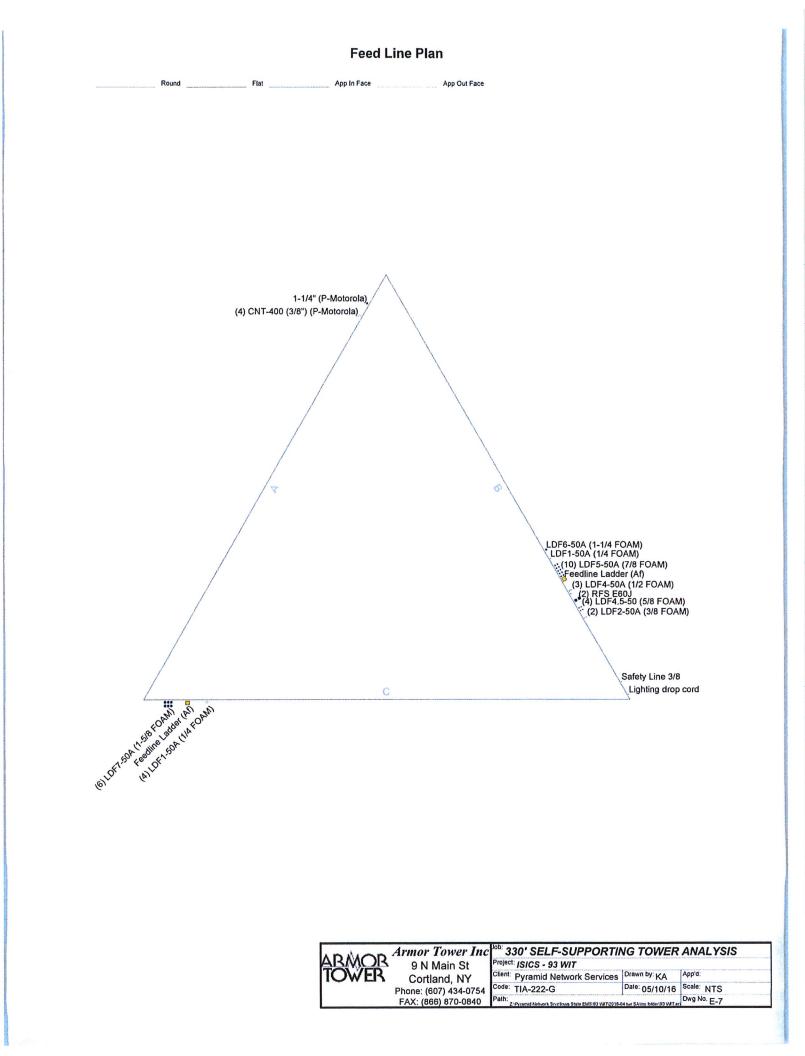
TIA-222-G - 90.00 mph/50.00 mph 0.75 in Ice Exposure C

Armor Tower Inc 9 N Main St Cortland, NY Phone: (607) 434-0754 FAX: (866) 870-0840
Date: 05/10/16
Scale: NTS Project: ISICS - 93 WIT Cleant: Pyramid Network Services Drawn by: KA App'd: Code: TIA-222-G Date: 05/10/16
Scale: NTS Path: 2-Pyramid Information State EMS 30 WIN201601 for 54% EMS(20 WIN201601 for 54\% E

Maximum Values



ARMOR 9 N Main St		c ^{project} : 330' SELF-SUPPORTING TOWER ANALYSIS Project: ISICS - 93 WIT			
Phone: (607) 434-0754	Client: Pyramid Network Services	Drawn by: KA	App'd:		
		Date: 05/10/16	Scale: NTS		
	Path: Z-Pyramid Network Stycikowa State EMS/93 WIT/2016-	04 twr SAltrur folder193 WIT.ex	Dwg No. E-5		



	Job 330' SELF-SUPPORTING TOWER ANALYSIS	Page 1 of 12
Armor Tower Inc 9 N Main St	Project ISICS - 93 WIT	Date 11:17:44 05/10/16
Cortland, NY Phone: (607) 434-0754 FAX: (866) 870-0840	Client Pyramid Network Services	Designed by KA

'omb.		Description
No.	<u> Antonio Antonio - Antonio - Antonio a</u>	
1 2	Dead Only	
	1.2 Dead+1.6 Wind 0 deg - No Ice	
	0.9 Dead+1.6 Wind 0 deg - No Ice	
	1.2 Dead+1.6 Wind 30 deg - No Ice	
5	0.9 Dead+1.6 Wind 30 deg - No Ice	
6	1.2 Dead+1.6 Wind 60 deg - No Ice	
7	0.9 Dead+1.6 Wind 60 deg - No Ice	
8	1.2 Dead+1.6 Wind 90 deg - No Ice	
9	0.9 Dead+1.6 Wind 90 deg - No Ice	
10	1.2 Dead+1.6 Wind 120 deg - No Ice	
11	0.9 Dead+1.6 Wind 120 deg - No Ice	
12	1.2 Dead+1.6 Wind 150 deg - No Ice	
13	0.9 Dead+1.6 Wind 150 deg - No Ice	
14	1.2 Dead+1.6 Wind 180 deg - No Ice	
15	0.9 Dead+1.6 Wind 180 deg - No Ice	
16	1.2 Dead+1.6 Wind 210 deg - No Ice	
17 18	0.9 Dead+1.6 Wind 210 deg - No Ice	
19	1.2 Dead+1.6 Wind 240 deg - No Ice	
20	0.9 Dead+1.6 Wind 240 deg - No Ice 1.2 Dead+1.6 Wind 270 deg - No Ice	
21	0.9 Dead+1.6 Wind 270 deg - No Ice	
22	1.2 Dead+1.6 Wind 300 deg - No Ice	
23	0.9 Dead+1.6 Wind 300 deg - No Ice	
24	1.2 Dead+1.6 Wind 330 deg - No Ice	
25	0.9 Dead+1.6 Wind 330 deg - No Ice	
26	1.2 Dead+1.0 Ice+1.0 Temp	
27	1.2 Dead+1.0 Wind 0 deg+1.0 Ice+1.0 Temp	
28	1.2 Dead+1.0 Wind 30 deg+1.0 Ice+1.0 Temp	
29	1.2 Dead+1.0 Wind 60 deg+1.0 Ice+1.0 Temp	
30	1.2 Dead+1.0 Wind 90 deg+1.0 Ice+1.0 Temp	
31	1.2 Dead+1.0 Wind 120 deg+1.0 Ice+1.0 Temp	
32	1.2 Dead+1.0 Wind 150 deg+1.0 Ice+1.0 Temp	
33	1.2 Dead+1.0 Wind 180 deg+1.0 lce+1.0 Temp	
34	1.2 Dead+1.0 Wind 210 deg+1.0 lce+1.0 Temp	
35	1.2 Dead+1.0 Wind 240 deg+1.0 Ice+1.0 Temp	
36	1.2 Dead+1.0 Wind 270 deg+1.0 lce+1.0 Temp	
37	1.2 Dead+1.0 Wind 300 deg+1.0 Ice+1.0 Temp	
38	1.2 Dead+1.0 Wind 330 deg+1.0 Ice+1.0 Temp	
39	Dead+Wind 0 deg - Service	
40	Dead+Wind 30 deg - Service	
41	Dead+Wind 60 deg - Service	
42	Dead+Wind 90 deg - Service	
43	Dead+Wind 120 deg - Service	
44	Dead+Wind 150 deg - Service	
45	Dead+Wind 180 deg - Service	
46	Dead+Wind 210 deg - Service	
47	Dead+Wind 240 deg - Service	
48	Dead+Wind 270 deg - Service	
49	Dead+Wind 300 deg - Service	
50	Dead+Wind 330 deg - Service	

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Maximum Tower Deflections - Service Wind

Section No.	Elevation	Horz. Deflection	Gov. Load	Tilt	Twist
	ft	in	Comb.	٥	٥
Tl	325 - 320	16.65	39	0.577	0.078
T2	320 - 300	15.99	39	0.574	0.078
Т3	300 - 280	13.40	39	0.537	0.071
T4	280 - 260	11.04	39	0.471	0.054
T5	260 - 240	9.07	39	0.395	0.035
T6	240 - 220	7.47	39	0.333	0.022
17	220 - 200	6.11	47	0.284	0.014
T8	200 - 180	4.95	47	0.249	0.009
T9	180 - 160	3.95	47	0.209	0.009
T10	160 - 140	3.09	47	0.182	0.010
T11	140 - 120	2.34	47	0.156	0.010
T12	120 - 100	1.70	47	0.129	0.008
T13	100 - 80	1.19	47	0.102	0.007
T14	80 - 60	0.78	47	0.075	0.005
T15	60 - 40	0.47	43	0.055	0.004
T16	40 - 20	0.24	43	0.036	0.002
T17	20 - 0	0.09	43	0.016	0.001

Critical Deflections and Radius of Curvature - Service Wind

Elevation	Appurtenance	Gov. Load	Deflection	Tilt	Twist	Radius of Curvature
ft		Comb.	in	o	٥	ft
330.00	Flash Beacon Lighting	39	16.65	0.577	0.078	68446
328.00	Halo Mount	39	16.65	0.577	0.078	68446
324.00	1.5"Sch40 x 8ft	39	16.52	0.576	0.078	68446
321.00	1.5"Sch40 x 8ft	39	16.12	0.575	0.078	68446
315.00	3' Sidearm Mount	39	15.33	0.569	0.077	44251
309.00	SB6-W60	39	14.54	0.558	0.075	32135
305.00	SC412-HF2LDF	39	14.03	0.549	0.073	27130
301.00	3' Sidearm Mount	39	13.52	0.539	0.071	23262
279.00	SB6-W60	39	10.93	0.467	0.053	11205
263.00	1.5"Sch40 x 8ft	39	9.34	0.406	0.037	12110
253.00	3' Sidearm Mount	39	8.47	0.372	0.029	14565
249.00	1.5"Sch40 x 8ft	39	8.15	0.359	0.027	16260
227.00	DB264-A	47	6.56	0.299	0.016	24681
225.00	DB224	47	6.43	0.295	0.015	25147
221.00	Sabre 12' T-Boom (set of 3)	47	6.18	0.286	0.014	26027
212.00	TMA (9"x12"x3")	47	5.62	0.269	0.012	26429
210.00	6' Sector Boom	47	5.51	0.266	0.011	26438
170.00	SB6-W60	47	3.50	0.194	0.010	40277
165.00	OB Light	47	3.29	0.188	0.010	43476
147.00	Camera	47	2.59	0.166	0.010	42224
146.00	RFS PAD8-59	47	2.55	0.164	0.010	41883
138.00	SB4-W60	47	2.27	0.153	0.010	40206
130.00	M# SP-4.7/2' Dia. Dish	47	2.01	0.143	0.009	40898
129.00	SODU/ExtendAir	47	1.97	0.141	0.009	40996
124.00	3' Sidearm Mount	47	1.82	0.134	0.008	41489
106.00	RFS PAD6/59	47	1.33	0.110	0.007	39015
100.00	Yagi	47	1.19	0.102	0.007	38685
99.00	3' Sidearm Mount	47	1.16	0.100	0.007	39075
78.00	Yagi	47	0.75	0.072	0.005	61277

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Bolt Design Data Section Maximum Elevation Component Bolt Allowable Ratio Allowable Criteria Type Grade Load per Load No. Load Ratio ft Bolt lb Allowable lb 3181.65 Member Block TI 325 Diagonal A325X 5811.33 0.547 🖌 1 Shear 714.24 Top Girt A325X 5220.00 0.137 🖌 1 Member Bearing T2 A325X 320 Diagonal 4348.76 5811.33 Member Block 0.748 🖌 1 Shear Top Girt A325X 635.81 5811.33 0.109 🖌 1 Member Block Shear **T**3 Member Block 300 Diagonal A325X 5671.24 5811.33 1 0.976 🖌 Shear **Top Girt** A325X 339.26 5811.33 1 Member Block 0.058 🖌 Shear **T**4 280 Diagonal A325X 3726.58 5811.33 Member Block 0.641 🖌 1 Shear Top Girt A325X 644.78 13050.00 1 Member Bearing 0.049 🖌 T5 260 Diagonal A325X 3721.47 5811.33 Member Block 0.640 🖌 1 Shear **T6** A325X 4207.38 6830.86 240 Diagonal 1 Member Block 0.616 🖌 Shear A325X 7830.00 6429.77 **T7** 220 Diagonal 0.821 🗸 1 Member Bearing Diagonal 8971.88 **T8** 200 A325X 6891.23 1 Member Block 0.768 🖌 Shear **T9** 180 Diagonal A325X 8214.83 12615.00 1 Member Bearing 0.651 🖌 A325X 9373.64 12615.00 T10 160 Diagonal 1 Member Bearing 0.743 🖌 10859.80 T11 140 Diagonal A325X 12615.00 1 Member Bearing 0.861 🖌 A325X 11975.00 12615.00 Member Bearing T12 120 Diagonal 1 0.949 🖌 T13 100 Diagonal A325X 8053.49 10263.30 1 Member Block 0.785 🖌 Shear 10263.30 0.576 🖌 1 Horizontal A325X 5906.72 Member Block Shear A325X 8280.43 10263.30 T14 80 Diagonal 0.807 🗸 1 Member Block Shear A325X 6567.32 11622.70 1 Horizontal 0.565 🗸 Member Block Shear T15 60 Diagonal A325X 8976.41 11622.70 1 Member Block 0.772 🖌 Shear A325X 14528.30 0.499 🖌 1 Horizontal 7244.70 Member Block Shear A325X 9369.89 12506.30 1 T16 40 Diagonal 0.749 Member Block Shear A325X 7840.26 18759.40 1 Horizontal 0.418 🖌 Member Block Shear T17 20 A325X 9775.12 12506.30 1 Member Block Diagonal 0.782 🖌 Shear 8488.70 18759.40 I A325X Member Block Horizontal 0.453 🖌 Shear

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Compression Checks

1.29	A state	le gran de	in and	Leg Do	esign	Data (C	ompres	ssion
Section No.	Elevation	L	Lu	Kl/r	A	Pu	φP _n	Ratio P _u
	ft	ft	ft		in ²	lb	lb	φP _n
T1	325 - 320	5.00	5.00	63.3 K=1.00	1.70	-8069.65	57192.30	0.141
T2	320 - 300	20.00	5.00	63.3 K=1.00	1.70	-32282.90	57192.30	0.564
Т3	300 - 280	20.00	5.00	67.1 K=1.00	2.95	-77531.30	95329.90	0.813
T4	280 - 260	20.03	5.01	52.9 K=1.00	3.02	-105780.00	110613.00	0.956
T5	260 - 240	20.03	5.01	46.0 K=1.00	3.68	-129426.00	141805.00	0.913
T6	240 - 220	20.03	6.68	54.3 K=1.00	4.41	-151917.00	159914.00	0.950
T7	220 - 200	20.03	6.68	43.6 K=1.00	6.11	-180788.00	239211.00	0.756
T8	200 - 180	20.03	6.68	35.7 K=1.00	5.58	-211099.00	228830.00	0.923
Т9	180 - 160	20.03	10.02	54.8 K=1.00	8.40	-238889.00	303748.00	0.786
T10	160 - 140	20.03	10.02	40.9 K=1.00	8.40	-270083.00	334421.00	0.808
TH	140 - 120	20.03	10.02	40.9 K=1.00	8.40	-303423.00	334421.00	0.907
T12	120 - 100	20.03	10.02	40.9 K=1.00	8.40	-337339.00	334421.00	1.009 X
T13	100 - 80	20.03	5.01	20.5 K=1.00	8.40	-361159.00	366576.00	0.985
T14	80 - 60	20.03	5.01	16.4 K=1.00	11.91	-397098.00	525490.00	0.756
T15	60 - 40	20.03	5.01	16.4 K=1.00	11.91	-434356.00	525490.00	0.827
T16	40 - 20	20.03	5.01	16.4 K=1.00	11.91	-473437.00	525490.00	0.901
T17	20 - 0	20.03	5.01	13.7 K=1.00	14.58	-513832.00	647072.00	0.794

Diagonal Design Data (Compression)

Section No.	Elevation	L	L_u	Kl/r	A	Pu	φ <i>P</i> ,	Ratio P _u
	ft	ft	ft		in ²	lb	lb	φP _n
T1	325 - 320	6.20	3.10	108.3 K=1.00	0.62	-1598.46	10848.60	0.147
T2	320 - 300	6.20	3.10	108.3	0.62	-4202.92	10848.60	0.387

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Section No.	Elevation	L	L_{μ}	Kl/r	A	P_{μ}	φP _n	Ratio
NO.	ft	ft	ſt		in ²	lb	lb	$\frac{P_u}{\phi P_n}$
				K=1.00				V
T3	300 - 280	6.20	3.10	108.3 K=1.00	0.62	-5601.22	10848.60	0.516 1
T4	280 - 260	7.45	3.86	135.0 K=1.00	0.62	-3442.18	7696.82	0.447
T5	260 - 240	9.08	4.67	163.1 K=1.00	0.62	-3841.89	5274.61	0.728 1
T6	240 - 220	11.55	5.95	181.3 K=1.00	0.71	-4526.32	4911.55	0.922 1
Τ7	220 - 200	13.20	6.77	164.2 K=1.00	0.90	-6646.75	7562.30	0.879 '
Т8	200 - 180	14.87	7.60	184.4 K=1.00	0.90	-7085.24	5995.62	1.182 ¹
Т9	180 - 160	18.07	9.31	188.7 K=1.00	1.44	-8371.74	9140.37	0.916 '
T10	160 - 140	19.65	10.09	191.9 K=1.00	1.56	-9629.97	9571.06	1.006 ¹
TH	140 - 120	21.42	10.97	189.7 K=1.00	1.69	-11217.60	10607.30	1.058 ¹
T12	120 - 100	23.23	11.87	194.1 K=1.00	1.81	-12430.40	10851.30	1.146 ¹
T13	100 - 80	16.01	15.55	200.6 K=1.00	1.44	-16683.40	8080.38	2.065 ¹
T14	80 - 60	16.80	15.85	151.9 K=0.88	1.56	-17475.30	15271.70	1.144 ¹ X
T15	60 - 40	17.62	16.68	143.3 K=0.91	1.81	-19118.00	19923.00	0.960
T16	40 - 20	18.45	17.46	147.8 K=0.89	1.81	-20010.40	18717.30	1.069 ¹
T17	20 - 0	19.30	18.22	152.2 K=0.88	1.81	-20688.30	17645.80	1.172 ¹

1. 30

Horizontal Design Data (Compression)

Section No.	Elevation	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio P _u
	ft	ft	ft		in ²	lb	lb	ϕP_n
T13	100 - 80	24.00	11.64	221.4 K=1.00	1.56	-12206.50	7191.31	1.697 ¹
T14	80 - 60	26.00	12.35	182.5 K=0.90	1.81	-13313.60	12276.30	1.084 ¹
T15	60 - 40	28.00	13.35	183.0 K=0.90	2.40	-14630.80	16194.50	0.903

		R 3	Job		' SELF-S	UPPORTI	NG TOWE	R ANALYSIS	Page 6 of 12
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Section No.	Elevation	L	Lu	Kl/r	A	P _u	φP _n	Ratio P	
110.	ſŧ	ft	ſi		in ²	lb	lb	$\frac{P_u}{\phi P_n}$	

T16	40 - 20	30.00	14.32	208.8 K=0.88	2.67	-15759.30	13842.00	1.139 ¹
T17	20 - 0	32.00	15.24	220.3 K=0.88	2.67	-16992.60	12430.90	1.367 ¹

Top Girt Design Data (Compression)

Section No.	Elevation	L	L_u	Kl/r	A	Pu	φ <i>Ρ</i> "	$\frac{Ratio}{P_u}}{\phi P_n}$
	ſl	fi	ft		in ²	lb	lb	
TI	325 - 320	5.00	4.76	122.7 K=1.00	1.36	-995.30	19963.70	0.050
T2	320 - 300	5.00	4.76	166.3 K=1.00	0.62	-1044.85	5071.88	0.206
Т3	300 - 280	5.00	4.76	166.3 K=1.00	0.62	-402.83	5071.88	0.079
T4	280 - 260	5.00	4.76	166.3 K=1.00	0.62	-644.78	5071.88	0.127

Redundant Horizontal (1) Design Data (Compression)

Section No.	Elevation	L	Lu	Kl/r	A	Pu	φ <i>P</i> _n	Ratio P _u
	ft	ft	fi		in ²	lb	lb	ϕP_n
T13	100 - 80	6.00	5.64	114.3 K=1.00	1.44	-6263.27	23443.30	0.267
T14	80 - 60	6.50	6.05	122.7 K=1.00	1.44	-6886.53	21126.30	0.326 1
T15	60 - 40	7.00	6.55	133.9 K=1.00	2.11	-7532.65	26569.10	0.284 1
T16	40 - 20	7.50	7.05	144.2 K=1.00	2.11	-8210.41	22935.10	0.358 1
T17	20 - 0	8.00	7.47	152.7 K=1.00	2.11	-8910.93	20447.50	0.436

Redundant Diagonal (1) Design Data (Compression)

Section No.	Elevation	L	L_u	Kl/r	A	Pu	φ <i>P</i> "	Ratio P _u
	ft	ſi	ft		in ²	lb	lb	ϕP_n
T13	100 - 80	7.62	7.15	144.8 K=1.00	1.44	-3977.83	15508.50	0.256
T14	80 - 60	8.01	7.43	150.6	1.44	-4240.62	14335.50	0.296

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Section No.	Elevation	L	L_u	Kl/r	A	P_{u}	φP _n	Ratio P _u
Reider Kannen	ft	ft	ſi		in ²	lb	lb	ϕP_n
	14014	2010-00-00-00-00-00-00-00-00-00-00-00-00-	1997 B. A. 1998	K=1.00				V
T15	60 - 40	8.40	7.84	159.0 K=1.00	1.44	-4520.34	12867.90	0.351
T16	40 - 20	8.81	8.26	167.5 K=1.00	1.44	-4821.23	11593.00	0.416 1
T17	20 - 0	9.22	8.59	163.4 K=1.00	1.56	-5137.19	13200.30	0.389 1

Inner Bracing Design Data (Compression)

Section No.	Elevation	L	L_{u}	Kl/r	А	Pu	ϕP_n	Ratio P _u
	ft	ft	ft		in ²	lb	lb	φP _n
T13	100 - 80	12.00	12.00	241.6 K=1.00	1.09	-22.75	4218.27	0.005
T14	80 - 60	13.00	13.00	247.2 K=1.00	1.56	-25.25	5765.99	0.004
T15	60 - 40	14.00	14.00	242.1 K=1.00	1.69	-27.44	6515.19	0.004
T16	40 - 20	15.00	15.00	245.2 K=1.00	1.81	-27.40	6799.32	0.004
T17	20 - 0	16.00	16.00	241.5 K=1.00	1.94	-26.59	7514.04	0.004

Tension Checks

	101111		Leg Design Data (Tension)								
Section No.	Elevation	L	L_u	Kl/r	A	Pu	φP _n	Ratio P _u			
	ft	ft	ft		in ²	lb	lb	φ <i>P</i> ,,			
TI	325 - 320	5.00	5.00	63.3	1.70	2879.07	76682.30	0.038			
T2	320 - 300	20.00	5.00	63.3	1.70	28784.70	76682.30	0.375			
Т3	300 - 280	20.00	5.00	67.1	2.95	72883.60	132536.00	0.550			
T4	280 - 260	20.03	5.01	52.9	3.02	99945.20	135717.00	0.736			
T5	260 - 240	20.03	5.01	46.0	3.68	121699.00	165529.00	0.735			
T6	240 - 220	20.03	6.68	54.3	4.41	141237.00	198335.00	0.712			
T7	220 - 200	20.03	6.68	43.6	6.11	166260.00	274880.00	0.605			

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Section No.	Elevation	L	Lu	Kl/r	A	P _u	φ <i>P</i> "	Ratio P _u
	ft	fi	ſt		in ²	lb	lb	$\frac{1}{\phi P_n}$
T8	200 - 180	20.03	6.68	35.7	5.58	193455.00	251161.00	0.770
Т9	180 - 160	20.03	10.02	54.8	8.40	217859.00	378222.00	0.576
T10	160 - 140	20.03	10.02	40.9	8.40	244744.00	377967.00	0.648
T11	140 - 120	20.03	10.02	40.9	8.40	272979.00	377967.00	0.722
T12	120 - 100	20.03	10.02	40.9	8.40	301229.00	377967.00	0.797 '
T13	100 - 80	20.03	5.01	20.5	8.40	319860.00	377967.00	0.846
T14	80 - 60	20.03	5.01	16.4	11.91	349107.00	535873.00	0.651
T15	60 - 40	20.03	5.01	16.4	11.91	378218.00	535873.00	0.706
T16	40 - 20	20.03	5.01	16.4	11.91	408321.00	535873.00	0.762
T17	20 - 0	20.03	5.01	13.7	14.58	438875.00	656053.00	0.669 1

Diagonal Design Data (Tension)

Section No.	Elevation	L	L_{μ}	Kl/r	A	P _u	ϕP_n	Ratio P _u
	ft	ſt	ft		in ²	lb	lb	ϕP_n
TI	325 - 320	6.20	3.10	69.3	0.36	3181.65	15675.30	0.203
T2	320 - 300	6.20	3.10	69.3	0.36	4348.76	15675.30	0.277 1
T3	300 - 280	6.20	3.10	69.3	0.36	5671.24	15675.30	0.362
T4	280 - 260	6.34	3.32	74.2	0.36	3726.58	15675.30	0.238
T5	260 - 240	8.65	4.46	99.6	0.36	3721.47	15675.30	0.237
T6	240 - 220	11.55	5.95	115.8	0.43	4207.38	18739 00	0.225
Τ7	220 - 200	13.20	6.77	104.4	0.57	6429.77	24839.90	0.259
T8	200 - 180	14.87	7.60	117.3	0.55	6891.23	24075.20	0.286
Т9	180 - 160	18.07	9.31	120.1	0.92	8214.83	39843.30	0.206
T10	160 - 140	19.65	10.09	132.6	1.01	9373.64	43758.30	0.214
TH	140 - 120	21.42	10.97	120.8	1.10	10859.80	47999.50	0.226 1

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Armor Tower Inc 9 N Main St	Project ISICS - 93 WIT	Date 11:17:44 05/10/16	
Cortland, NY Phone: (607) 434-0754 FAX: (866) 870-0840	Client Pyramid Network Services	Designed by KA	

Section No.	Elevation	L	L_{μ}	Kl/r	A	P_u	φ <i>P</i> _n	Ratio P _u
	ft	ft	ft		in ²	lb	lb	ϕP_n
T12	120 - 100	23.23	11.87	132.6	1.19	11975.00	51914.50	0.231
T13	100 - 80	16.01	15.55	200.6	0.94	16107.00	40862.80	0.394
T14	80 - 60	16.80	15.85	176.2	1.03	16560.90	44777.80	0.370 1
T15	60 - 40	17.62	16.68	161.6	1.22	17952.80	52934.10	0.339
T16	40 - 20	18.45	17.46	169.5	1.19	18739.80	51914.50	0.361
T17	20 - 0	19.30	18.22	176.7	1.19	19550.20	51914.50	0.377 ¹

		Horizontal Design Data (Te								
Section No.	Elevation	Elevation L	L _u Kl/r	Kl/r	A	P _u	φP _n	Ratio P _u		
	ft	ft	ft		in ²	lb	lb	ϕP_n		
T13	100 - 80	24.00	11.64	153.0	1.03	11813.40	44777.80	0.264		
T14	80 - 60	26.00	12.35	140.2	1.22	13134.60	52934.10	0.248 1		
T15	60 - 40	28.00	13.35	131.1	1.62	14489.40	70653.50	0.205 '		
T16	40 - 20	30.00	14.32	166.1	1.76	15680.50	76403.70	0.205		
T17	20 - 0	32.00	15.24	176.6	1.76	16977.40	76403.70	0.222		

Top Girt Design Data (Tension)

Section No.	Elevation	L	L_{μ}	Kl/r	A	P _u	φP _n	Ratio P _u
	ft	ft	ſi		in ²	lb	lb	φ <i>P</i> _n
Tl	325 - 320	5.00	4.76	122.7	0.95	714.24	41355.80	0.017
T2	320 - 300	5.00	4.76	106.4	0.36	635.81	15675.30	0.041 1
T3	300 - 280	5.00	4.76	106.4	0.36	339.26	15675.30	0.022
T4	280 - 260	5.00	4.76	106.4	0.36	233.22	15675.30	0.015

ARMOR TOWER	Job 330' SELF-SUPPORTING TOWER ANALYSIS	Page 10 of 12
ENGINEERING Armor Tower Inc 9 N Main St	Project ISICS - 93 WIT	Date 11:17:44 05/10/16
Cortland, NY Phone: (607) 434-0754 FAX: (866) 870-0840	Client Pyramid Network Services	Designed by KA

Ratio	φP _n	P_u	A	Kl/r	Lu	L	Elevation	Section No.
$\frac{P_u}{\phi P_n}$	lb	lb	in ²		fi	ft	ft	
0.134 1	46656.00	6263.27	1.44	72.8	5.64	6.00	100 - 80	T13
0.148 1	46656.00	6886.53	1.44	78.1	6.05	6.50	80 - 60	T14
0.110	68364.00	7532.65	2.11	86.1	6.55	7.00	60 - 40	T15
0.120 1	68364.00	8210.41	2.11	92.7	7.05	7.50	40 - 20	T16
0.130	68364.00	8910.93	2.11	98.2	7.47	8.00	20 - 0	T17

Redundant Diagonal (1) Design Data (Tension)

Elevation	L	L_u	Kl/r	A	Pu	ϕP_n	Ratio P _u
ft	ft	ft		in^2	lb	lb	ϕP_n
100 - 80	7.43	6.96	89.8	1.44	4049.04	46656.00	0.087
80 - 60	7.81	7.24	93.4	1.44	4303.58	46656.00	0.092
60 - 40	8.20	7.64	98.6	1.44	4576.44	46656.00	0.098
40 - 20	8.60	8.06	104.0	1.44	4871.63	46656.00	0.104
20 - 0	9.02	8.38	110.2	1.56	5182.73	50544.00	0.103
	<i>ft</i> 100 - 80 80 - 60 60 - 40 40 - 20	ft ft 100 - 80 7.43 80 - 60 7.81 60 - 40 8.20 40 - 20 8.60	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	ft ft ft 100 - 80 7.43 6.96 89.8 80 - 60 7.81 7.24 93.4 60 - 40 8.20 7.64 98.6 40 - 20 8.60 8.06 104.0	ft ft ft in² 100 - 80 7.43 6.96 89.8 1.44 80 - 60 7.81 7.24 93.4 1.44 60 - 40 8.20 7.64 98.6 1.44 40 - 20 8.60 8.06 104.0 1.44	ft ft in^2 lb 100 - 80 7.43 6.96 89.8 1.44 4049.04 80 - 60 7.81 7.24 93.4 1.44 4303.58 60 - 40 8.20 7.64 98.6 1.44 4576.44 40 - 20 8.60 8.06 104.0 1.44 4871.63	ft ft ft in^2 lb lb $100 - 80$ 7.43 6.96 89.8 1.44 4049.04 46656.00 $80 - 60$ 7.81 7.24 93.4 1.44 4303.58 46656.00 $60 - 40$ 8.20 7.64 98.6 1.44 4576.44 46656.00 $40 - 20$ 8.60 8.06 104.0 1.44 4871.63 46656.00

Inner Bracing Design Data (Tension)

Section No.	Elevation	L	L_u	Kl/r	A	P_u	φP _n	Ratio P _u
	ft	ft	ft		in ²	lb	lb	ϕP_n
T13	100 - 80	11.50	11.50	147.0	1.09	2.54	35316.00	0.000 1
T14	80 - 60	12.50	12.50	164.3	1.56	3.26	50544.00	0.000 1
T15	60 - 40	13.50	13.50	148.6	1.69	1.52	54756.00	0.000 1
T16	40 - 20	14.50	14.50	161.9	1.81	0.07	58644.00	0.000 *

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Section No.	Elevation ft	Component Type	Critical	P	ØPallow	%	Pass
<u>770.</u> T1	325 - 320		Element	lb	lb	Capacity	Fail
T2		Leg	3	-8069.65	57192.30	14.1	Pass
T3	320 - 300 300 - 280	Leg	15	-32282.90	57192.30	56.4	Pass
T4	280 - 260	Leg	45	-77531.30	95329.90	81.3	Pass
T5	260 - 260	Leg	75	-105780.00	110613.00	95.6	Pass
T6	240 - 220	Leg	105	-129426.00	141805.00	91.3	Pass
T7	220 - 200	Leg	132	-151917.00	159914.00	95.0	Pass
T8	200 - 180	Leg	153	-180788.00	239211.00	75.6	Pass
T9	180 - 160	Leg	174	-211099.00	228830.00	92.3	Pass
T10	160 - 140	Leg	195	-238889.00	303748.00	78.6	Pass
T11	140 - 120	Leg	210	-270083.00	334421.00	80.8	Pass
T12	120 - 100	Leg	225	-303423.00	334421.00	90.7	Pass
		Leg	240	-337339.00	334421.00	100.9	Fail X
T13	100 - 80	Leg	255	-361159.00	366576.00	98.5	Pass
TI4	80 - 60	Leg	306	-397098.00	525490.00	75.6	Pass
T15 T16	60 - 40	Leg	355	-434356.00	525490.00	82.7	Pass
T17	40 - 20	Leg	406	-473437.00	525490.00	90.1	Pass
TI	20 - 0 325 - 320	Leg	457	-513832.00	647072.00	79.4	Pass
11	323 - 320	Diagonal	11	3181.65	15675.30	20.3	Pass
T2	320 - 300	Diagonal	21	1000.00		54.7 (b)	
12	520 - 500	Diagonai	24	-4202.92	10848.60	38.7	Pass
Т3	300 - 280	Diagonal	5.1	5(01.22	10010 50	74.8 (b)	
15	500 - 200	Diagonai	54	-5601.22	10848.60	51.6	Pass
T4	280 - 260	Diagonal	84	2442 10	7/0/ 02	97.6 (b)	
	200 - 200	Diagonal	04	-3442.18	7696.82	44.7	Pass
T5	260 - 240	Diagonal	111	-3841.89	5274 (1	64.1 (b)	
T6	240 - 220	Diagonal	138	-4526.32	5274.61 4911.55	72.8	Pass
T7	220 - 200	Diagonal	159	-6646.75	7562.30	92.2	Pass
Т8	200 - 180	Diagonal	180	-7085.24	5995.62	87.9 118.2	Pass
Т9	180 - 160	Diagonal	199				Fail X
T10	160 - 140	Diagonal	214	-8371.74	9140.37	91.6	Pass
T11		-		-9629.97	9571.06	100.6	Fail 🗡
	140 - 120	Diagonal	229	-11217.60	10607.30	105.8	Fail X
Т12	120 - 100	Diagonal	244	-12430.40	10851.30	114.6	Fail X
Г13	100 - 80	Diagonal	267	-16683.40	8080.38	206.5	Fail X
Г14	80 - 60	Diagonal	318	-17475.30	15271.70	114.4	ran V
Г15	60 - 40	Diagonal	369				Fail X
Г16	40 - 20	Diagonal	420	-19118.00	19923.00	96.0	Pass
Г17	20 - 0	-		-20010.40	18717.30	106.9	Fail X
		Diagonal	471	-20688.30	17645.80	117.2	Fail X
Г13	100 - 80	Horizontal	263	-12206.50	7191.31	169.7	Fail X
C14	80 - 60	Horizontal	314	-13313.60	12276.30	108.4	Fail X
F15	60 - 40	Horizontal	365	-14630.80	16194.50	90.3	
Г16	40 - 20	Horizontal	416	-15759.30	13842.00	113.9	Pass
F17	20 - 0	Horizontal	467				Fail X
TI	325 - 320			-16992.60	12430.90	136.7	Fail X
11	323 - 320	Top Girt	6	-995.30	19963.70	5.0 13.7 (b)	Pass
Г2	320 - 300	Top Girt	18	-1044.85	5071.88	20.6	Pass
Т3	300 - 280	Top Girt	48	-402.83	5071.88	7.9	Pass
Т4	280 - 260	Top Girt	76	-644.78	5071.88	12.7	Pass
13	100 - 80	Redund Horz 1	272	-6263.27	23443.30	26.7	Pass
		Bracing					
14	80 - 60	Redund Horz 1	319	-6886.53	21126.30	32.6	Pass
116	(0 10	Bracing					
15	60 - 40	Redund Horz I	360	-7532.65	26569.10	28.4	Pass
6	40 - 20	Bracing Redund Horz 1	411	-8210.41	22935.10	35.8	Pass

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Section	Elevation	Component	Critical	Р	oPallow	%	Pass
No.	ft	Type	Element	lb	lb	Capacity	Fail
		Bracing				and the second second	
T17	20 - 0	Redund Horz 1	462	-8910.93	20447.50	43.6	Pass
		Bracing					
T13	100 - 80	Redund Diag 1	269	-3977.83	15508.50	25.6	Pass
		Bracing					
T14	80 - 60	Redund Diag 1	320	-4240.62	14335.50	29.6	Pass
		Bracing					
T15	60 - 40	Redund Diag 1	361	-4520.34	12867.90	35.1	Pass
		Bracing					
T16	40 - 20	Redund Diag 1	429	-4821.23	11593.00	41.6	Pass
		Bracing					
T17	20 - 0	Redund Diag 1	480	-5137.19	13200.30	38.9	Pass
		Bracing					
T13	100 - 80	Inner Bracing	278	-22.75	4218.27	1.1	Pass
T14	80 - 60	Inner Bracing	329	-25.22	5765.99	0.9	Pass
T15	60 - 40	Inner Bracing	380	-27.39	6515.19	1.0	Pass
T16	40 - 20	Inner Bracing	431	-27.30	6799.32	0.9	Pass
T17	20 - 0	Inner Bracing	482	-26.45	7514.04	0.9	Pass
						Summary	
					Leg (T12)	100.9	Fail X
					Diagonal	206.5	Fail X
					(T13)	200.0	rall 🦔
					Horizontal	169.7	Fail X
					(T13)	107.7	Fail 🦱
					Top Girt	20.6	Pass
					(T2)	20.0	1 435
					Redund	43.6	Pass
					Horz 1	10.0	1 435
					Bracing		
					(T17)		
					Redund	41.6	Pass
					Diag 1		
					Bracing		
					(T16)		
					Inner	1.1	Pass
					Bracing		
					(T13)		
					Bolt Checks	97.6	Pass
					RATING =	206.5	Fail X
the set of the set of the set of the set						20010	ган 💏

Foundation Capacity Table

	Design Reaction	Design Reaction *1.35	Tower Reaction	%	Pass
	(TIA-222-F)	(TIA-222-G)	(TIA-222-G)	Loaded	Fail
Down (kips)	96.1	130	84.0	64.7%	Pass
Shear (kips)	75.6	102	96.1	94.3%	Pass
Moment (kips-ft)	11244	15179	14459	95.3%	Pass

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

:00 a.m.	a.m.	6:00 a	6
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6:00 p.m.

F <u>ebruary, 2017</u>		
Febraury 27, 2017		13
February 28, 2017	13	12
<u>March, 2017</u>		
March 1, 2017	12	12
March 2, 2017	11	11
March 3, 2017	11	11
March 4, 2017	11	11
March 5, 2017	11	11
March 6, 2017	11	

The Center average 11.4 residents per day during the 6 am count and 11.6 during the 6 pm count for a weekly average of 11.5 residents per day during the above week.

Of the eleven residents detained on March 6, 2017, six or fifty five percent were identified as gang members. Of the five, three or sixty percent were identified as hard-core members.

We are currently detaining three juveniles from the BIA.

Mark Olsen Director

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WCJDC March 6, 2017