NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (APRIL 24, 2018) (WEEK 17 OF 2018)



Live streaming at: <u>https://www.youtube.com/user/woodburycountyiowa</u>

Agenda and Minutes available at: <u>www.woodburycountyiowa.gov</u>

Action

Rocky L. De Witt	Marty J. Pottebaum	Keith W. Radig	Jeremy J. Taylor	Matthew A. Ung
253-0421	251-1799	560-6542	259-7910	490-7852
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 April 24, 2018 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.

- 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, your remarks may be limited 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 silence cell phones and other devices while in the Board Chambers.

<u>AGENDA</u>

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

Consent Agenda

Items 3 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the April 17, 2018 meeting
- 4. Approval of claims
- 5. Receive the appointment of Joseph Allen as a Danbury City Council Member
- Board Administration/Public Bidder Heather Satterwhite Approval of resolution for notice of property sale for parcel #894729101028 (aka 1621 Villa Ave.) for May 8th at 4:35 p.m.

- 7. Human Resources Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Approval of request to de-authorize county position
 - c. Authorization to Initiate Hiring Process
 - d. Approval of dates and financial impact of the 2018 Annual Fall Safety Day and Health/Wellness Fair

End Consent Agenda

8.	Presentation of award certificate to Bryan Maron.	Information
9.	Board of Supervisors – Jeremy Taylor & Matthew Ung Approval of resolution for the Rededication of the 100 th Anniversary Courthouse Cornerstone	e Action
(Set time)	 Communication Center – Glenn Sedivy a. Public hearing and approval of Fiber Lease with Long Lines b. Approval of resolution fixing date for a public hearing for an agreement for New Cingular to a third amendment to a current tower lease 	Action Action
11.	Secondary Roads – Mark Nahra a. Consider approval of plans for project number L-B(B82)—73-97 b. Consider approval of county dust remediation policy	Action Action
12.	Conservation – Dan Heissel Approval of Nature Center HVAC System and roof replacement	Action
13.	Reports on Committee Meetings	Information
14.	Citizen Concerns	Information
15.	Board Concerns	Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, APRIL 24	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
WED., APRIL 25	2:00 p.m.	Sioux City Conference Board Meeting, City Council Chambers
TUESDAY, MAY 1	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, MAY 2	9:00 a.m.	Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
	10:30 a.m.	Loess Hills Alliance Stewardship Committee Meeting, Pisgah, Iowa
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	1:00 p.m.	Loess Hills Alliance Executive Meeting, Pisgah, Iowa
	1:00 p.m.	LEPC Commission Meeting, Sioux City Fire Rescue Station #4, 3109 Dearborn
MONDAY, MAY 7	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
WEDNESDAY, MAY 9	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
THURSDAY, May 10	7:30 a.m.	SIMPCO Board of Directors/Annual Meeting, Sergeant Bluff Community Center
	4:30 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WEDNESDAY MAY 16	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THURSDAY, MAY 17	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
TUESDAY, MAY 22	1:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
TUESDAY, MAY 28	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
THURSDAY, MAY 24	10:30 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.

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

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.

APRIL 17, 2018, SIXTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 17, 2018 at 3:30 p.m. Board members present were Ung, De Witt, Taylor, Pottebaum, and Radig. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

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

Motion by Taylor second by De Witt to direct legal counsel to proceed with actions recommended in the previous executive session. Carried 5-0.

The regular meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.

- 1. There were no citizen concerns.
- 2. Motion by Taylor second by De Witt to approve the agenda for April 17, 2018. Carried 5-0. Copy filed.

Motion by Taylor second by De Witt to approve the following items by consent:

- 3. To approve minutes of the April 10, 2018 meeting. Copy filed.
- 4. To approve the claims totaling \$464,148.30. Copy filed.
- 5a. To approve the separation of Ajay Alexander, Attorney HIDTA Grant, County Attorney Dept., effective 04-13-18. Resignation.; the promotion of Susan Ahlquist, Clerk III Cashier, County Treasurer Dept., effective 04-18-18, \$21.95/hour, 6.7%=\$1.39/hr. Promotion from Clerk II to Clerk III Cashier.; the transfer of Tonia Abell, Clerk III, Human Resources Dept., effective 04-18-18, \$20.88/hour, 3.8%=\$.78/hour. Position Transfer from Senior Clerk to Clerk III.; the reclassification of Diane Smith, Asst. County Attorney, County Attorney Dept., effective 04-30-18, \$89,973/year, 3.5%=\$3,026/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 10 to Step 11.; the end of probation of Jeremiah Casson, Motor Grader Operator, Secondary Roads Dept., effective 04-30-18, \$23.29/hour, 3%=\$.69/hour. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.; the promotion of Christopher Jansen, Deputy Sergeant, County Sheriff Dept., effective 05-07-18, \$33.66/hour, 7%=\$2.26/hour. Promotion from Master Deputy to Deputy Sergeant.; and the promotion of Nathan Sands, Deputy Sergeant. County Sheriff Dept., effective Deputy to Deputy Sergeant. County Sheriff Dept., Promotion from Master Deputy to Deputy Sergeant. County Sheriff Dept., Promotion from Master Deputy to Deputy Sergeant. County Sheriff Dept., County Sheriff Dept., County Sheriff Dept., effective 05-07-18, \$33.66/hour, 7%=\$2.26/hr.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Clerk II, County Treasurer Dept. AFSCME Courthouse: \$16.03/hour. Copy filed.
- 5c. To approve request of Mona Scaletta to remain on County Health Insurance. Copy filed.
- 6. To receive the Auditor's Quarterly Report for the Quarter ending March 31, 2018. Copy filed.
- 7. To approve the 28E agreement between Woodbury County, IA and Woodbury Soil and Water Conservation District for funding and management of a watershed inspection and maintenance program in Woodbury County, State of Iowa. Copy filed.
- 8a. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes through the redemption for Donna Stabile, parcel #894734432035, 1217 S. Irene St., Sioux City.

WOODBURY COUNTY, IOWA RESOLUTION #<u>12,713</u> RESOLUTION APPROVING PETITION FOR SUSPENSION

OF TAXES THROUGH THE REDEPTION PROCESS

WHEREAS, Donna Stabile and as joint titleholder of property located at 1217 S. Irene St., Sioux City, Iowa, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 34 432 035

WEST MORNINGSIDE LOT 11 & LOT 12 BLK 4

WHEREAS, Donna Stabile, as joint titleholder of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code Section 447.9(3) and,

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894734432035 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.9, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

SO RESOLVED this 17th day of April, 2018. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 8b. To approve the lifting of tax suspension for petitioners who failed to re-certify their income or income does not qualify for continues tax suspension. Copy filed.
- 9. To approve the CEDCORP's request to re-amortize the principal balance of \$66,741.15 for an additional 5 years with the original interest rate. Copy filed.

Carried 5-0.

10. A public hearing was held at 4:35 p.m. for the sale of parcel #894728115009, 1015 Pierce St. The Chairperson called on anyone wishing to be heard.

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

Motion by De Witt second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894728115009, 1015 Pierce St., to Kathleen F. Miller Revocable Trust of 2010, 507 7th St., Ste 100, Sioux City, IA, for \$2,500.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OR SUPERVISORS OF WOODBURY COUNTY, IOWA RESOLUTION #<u>12,714</u>

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

By Kathleen F. Miller Revocable Trust of 2010 in the sum of ______Two Thousand Five Hundred Dollars & 00/100 (\$2,500.00}------dollars.

For the following described real estate, To Wit:

Parcel #89728115009

Lot 11 Block 57 Sioux City East Addition, City of Sioux City, Woodbury County, Iowa (1015 Pierce Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said

Amount being a sum <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 17th Day of April, 2018. WOODBURY COUNTY BOARD OF SUPERVISORS Copy filed.

- 11. A Certificate for 4 hours of Paid Time Off was awarded to Lisa Robinson. Copy filed.
- 12. A public hearing was held at 4:45 p.m. for the Final Reading to amend the text in the Land Use Summary Table of Allowed Uses (Section 3.03-4) in the Woodbury County Zoning Ordinance (2008). The Chairperson called on anyone wishing to be heard.

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

Motion by Radig second by Ung to approve the Final Reading to amend the text of the Woodbury County Zoning Ordinance (2008) to add the sale of Fireworks as a Principal Allowed Use in the General Commercial Zoning District in the Land Use Summary Table of Allowed Uses in Section 3.03-4, under the Retail sales, service and rentals of consumer, home and business goods and to adopt ordinance #47. Carried 5-0. Copy filed.

- 13. Motion by Taylor second by Pottebaum to approve Memorandum of Understanding and policy language update to the Employee Handbook. Carried 5-0. Copy filed.
- 14. Motion by Ung second by De Witt to receive for signature the Grant Monitoring Policy/Procedure and implement immediately. Carried 5-0. Copy filed.
- 15a. Motion by Pottebaum second by Radig to approve the salary increases of 3% for the certification level of Advanced Emergency Technicians and 6% for the certification of Paramedic in the Operations Officer positions. Carried 5-0. Copy filed.
- 15b. Motion by Radig second by Taylor to approve the revised job description for the position of Operations Officers to reflect the minimum educational requirements as an Iowa Paramedic. Carried 5-0. Copy filed.
- 15c. Motion by Radig second by Pottebaum to authorize the creation of two (2) Full-time and one (1) ¼ Part-time Operations Officer-Paramedic positions. Carried 5-0. Copy filed.
- 15d. Motion by Radig second by Taylor to approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for (2) F/T Operations Officers and (1) P/T ¼ Operations Officer (2.25 FTE), Emergency Services Dept. Wage Plan: \$17.31-\$18.35/hour. Carried 5-0. Copy filed.
- 16. Motion by De Witt second by Ung to approve repairs and upgrades in the amount of \$115,700.00 for Trosper Hoyt HVAC systems. Carried 5-0. Copy filed.
- 17. Information on possible changes to county dust remediation policy was presented by County Engineer Mark Nahra. Copy filed.

April 17, 2018 Cont'd.

- 18. Board members gave reports on their committee meetings.
- 19. Dick Owens, Sioux City, discussed the mental health funding with the Board.
- 20. There were no Board concerns.

The Board adjourned the regular meeting until April 24, 2018.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY SIOUX CITY, IOWA 51101 Office of Commissioner of Elections 620 DOUGLAS ST., ROOM 103

Patrick F. Gill Commissioner Phone 712-279-6465 Fax 712-279-6629 pgill@woodburycountylowa.gov Steve Hofmeyer Deputy Commissioner Phone 712-279-6465 Fax 712-279-6629 shofmeyer@woodburycountyiowa.gov

To: Board of Supervisors From: Patrick F. Gill, Auditor/Recorder & Commissioner of Elections

Date: April 19, 2018

Re: Danbury City Council Member Appointment

Please receive the appointment of Joseph Allen, 617 Wilkens Street, Danbury, IA, as a Danbury City Council Member. The appointment was made on April 10, 2018, to fill the position previously held by Steve Halbur, until the next regular election.

NOTICE OF APPOINTMENT TO FILL A VACANCY

TO: Patrick F. Gill, Woodbury County Auditor/Recorder & Commissioner of Elections

From:	City of Dan	burg	
	Brooke Kafton	(clerk)	Extension/Soil & Water Secretary/Clerk
	4-16-18		Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of <u>Council</u>
Name JOSEph Hllen
Address (017 wilkens Street
City/Zip Danbury 51019
Date of appointment 4-10-18

This appointment is to fill the office previously held by:

Sterre Halbur	
(Name of previous official)	APR 16 PM

RESOLUTION #

NOTICE OF PROPERTY SALE

Parcels #894729101028

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

The East One-half (E ½) of the vacated North/South alley abutting the South One Hundred Feet (S 100') of Lot 5 (5), Block Three (3), South Smith's Villa Addition to Sioux City, Woodbury County, Iowa (1621 Villa Ave.)

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 8th Day of May, 2018 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 8th Day of May, 2018, 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 \$189.00** 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 24th Day of April, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill Woodbury County Auditor and Recorder Rocky De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Natalie Bass	Date:
Address: 1019 Willa Aug	Phone: 899-6

Address or approximate address/location of property interested in: 1621 Willa Awe

GIS PIN # 894729 101 (

*This portion to be completed by Board Administration *

Legal Description: ot le Block 3 Jac

Tax Sale #/Date: <u>4893</u> 6152015 Parcel # <u>47379</u> 2
Tax Deeded to Woodbury County on: 💫 🛛 🏳
Current Assessed Value: Land 4100 - Building / Total
Approximate Delinquent Real Estate Taxes:
Approximate Delinquent Special Assessment Taxes: 👛 1, 08 S 🦳
*Cost of Services: 10 14 # 179.00
Inspection to: Mathew UN) Date: \$7/11/17
Minimum Bid Set by Supervisor: \$10(00) \$189.00(05tof Series) Total
Date and Time Set for Auction: Dieoday, May 8th @4135
* Includes: Abstractors costs: Sheriff's costs: publishing costs: and mailing costs

s. publishing costs, and mailing costs.

(MinBidReq/MSWord)

Beacon[™] Woodbury County, IA / Sioux City



Overview



894729101028 Parcel ID Sec/Twp/Rng n/a Property Address 1621 VILLA AVE SIOUX CITY District 087 SO SMITHS VILLA VAC N/S ALLEY ADJ TO LOT 6 BLK 3 **Brief Tax Description** (Note: Not to be used on legal documents)

Alternate ID 473793 Class R Acreage n/a

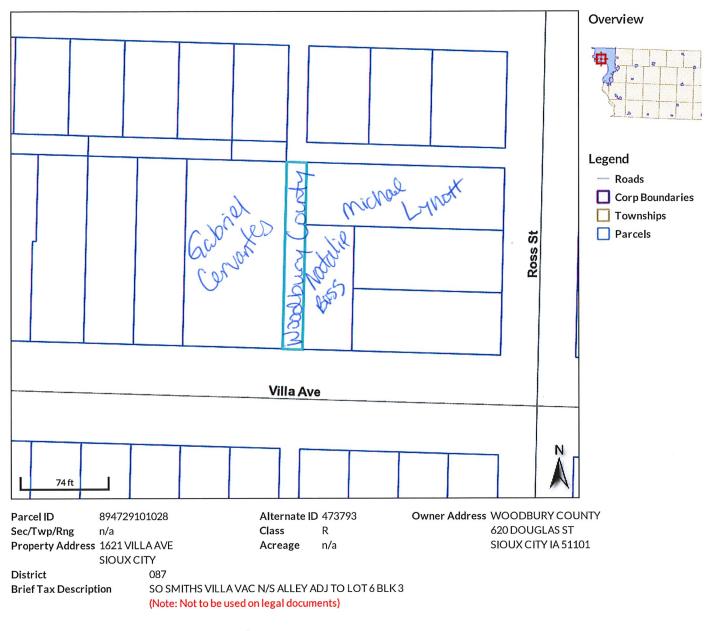
Owner Address HOGAN JOSEPH E PO BOX 862 SIOUX CITY IA 51102-0862

Date created: 7/11/2017 Last Data Uploaded: 7/10/2017 10:59:13 PM



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Date created: 4/19/2018 Last Data Uploaded: 4/18/2018 7:07:43 PM

Schneider Corporation

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: <u>April 24, 2018</u>

* PERSONNEL ACTION CODE:

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

R-Reclassification E- End of Probation S - Separation

O – Other

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Robinson, Lisa	Veteran Affairs	5-01-18	Clerk II	\$20.56/hour	0%	Т	Position Transfer from Wage Plan Clerk II to AFSCME Clerk II.
Forch, John	Secondary Roads	5-06-18	District Foreman	\$69,846.40/year	2%= \$1,414.40/yr	R	Per Wage Plan Matrix, 6 year Salary Increase.
Fitch, Wyatt	Secondary Roads	5-21-18	Temporary Engineering Aide	\$14.00/hour		A	Not to exceed 120 days.
Wilson, Dennis	County Sheriff	5-31-18	Jail Sergeant			S	Retirement.

APPROVED BY BOARD DATE:

MELISSA THOMAS, HR DIRECTOR: Mulissa Human

.

#7

WOODBURY COUNTY HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Melissa Thomas, Human Resources Director

SUBJECT: Memorandum of Personnel Transactions

DATE: April 24, 2018

For the April 24, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1. Veteran Affairs Clerk II, Position Transfer.
- 2. Secondary Roads District Foreman, Salary Increase.
- 3. Secondary Roads Temporary Engineering Aide, Appointment.
- 4. County Sheriff Jail Sergeant, Retirement.

Thank you

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: April 24, 2018

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
	Wage Plan		
Veteran Affairs	Clerk II		
	(Deauthorize to Authorize an AFSCME Clerk II)		

Chairman, Board of Supervisors

(AUTHNOMORE.doc/PER210/FORMS/SECURE)

#7b

HUMAN RESOURCES DEPARTMENT WOODBURY COUNTY, IOWA

DATE: April 24, 2018

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
		CWA:		
County Sheriff	Civilian Jailer	\$18.72/hour		
		AFSCME:		
Veteran Affairs	AFSCME	\$16.03/hour		
	Clerk II			
	·			

Chairman, Board of Supervisors

(AUTHFORM2.doc/PER210)

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Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010 E-MAIL: <u>ddrew@woodburycountyiowa.gov</u> FAX: 712.279.6522

18 April 2018

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a Correctional Officer position, April 25th, 2018. We request this be placed on the agenda for the Tuesday, April 24th, 2018, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

Handbeen

Dave Drew, Sheriff

Cc: file

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

Date:	04/18/2018

Weekly Agenda Date: 04/24/2018

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Approval of the dates and financial impact of the 2018 Annual Fall Safety Day and Health/Wellness Fair.

ACTION REQUIRED:

Approve Ordinance

Public Hearing

Other: Informational 🛛

Approve Resolution

Attachments

Approve Motion

EXECUTIVE SUMMARY:

Woodbury County provides annual Safety/Harassment training to Secondary Roads and Conservation. It will be held on November 1, 2018. Also a Health/Wellness Fair for all employees, September 26, 2018.

BACKGROUND:

These annual events have been approved in the past for the benefit of the employees and further County goals.

FINANCIAL IMPACT:

Breakfast and lunch provided for the Safety training will be approximately \$840. The Health/Wellness Fair financial impact will be lunch provided at an approximate cost of \$1,395.00. The same as last year.

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:

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Annual Fall Safety and Health/Wellness Fair dates and financial impact.

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

Date: <u>4-19-18</u> Week	ly Agenda Date: <u>4-24-18</u>	
ELECTED OFFICIAL / DEPARTMEN	IT HEAD / CITIZEN: Melissa Thomas	
WORDING FOR AGENDA ITEM: Presentation of Award Cert	ificate to Bryan Maron	
L	ACTION REQUIRED	
Approve Ordinance	Approve Resolution	Approve Motion
Public Hearing	Other: Informational \blacksquare	Attachments 🗹

EXECUTIVE SUMMARY:

Presentation of Award Certificate for 4 hours of Paid Time Off to Bryan Maron.

BACKGROUND:

On 6-16-15 the Board of Supervisors approved the participation of Woodbury County employees in the City of Sioux City Blood Drives and to provide the same incentive of four hours of paid time off to employees who reach gallon milestones. Recipients of this award have been kind enough to donate to the blood bank for the benefit of others.

FINANCIAL IMPACT:

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:

ACTION REQUIRED / PROPOSED MOTION:

CERTIFICATE OF AWARD FOUR (4) HOURS OF PAID TIME OFF AWARDED TO BRYAN MARON FOR THE GENEROUS DONATION OF 12 GALLONS TO THE LIFESERVE BLOOD CENTER (TIME OFF MUST BE REDEEMED WITHIN SIX MONTHS FROM THE DATE BELOW) Rocky DeWitt, Board of Supervisors, Chairman Marty Pottebaum, Board of Supervisors Keith Radig, Board of Supervisors Jeremy Taylor, Board of Supervisors Matthew Ung, Board of Supervisors INW April 24th, 2018

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

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ELECTED OFFICIAL / DEPARTME	ENT HEAD / CITIZEN: Supervisors Je	remy Taylor & Matthew Ung	
WORDING FOR AGENDA ITEM:	adadiaatian of the 100th Annive		
	ededication of the 100th Annive	rsary Courthouse Comersione	
	ACTION REQUIRED):	
Approve Ordinance	Approve Resolution	Approve Motion \Box	
Public Hearing	Other: Informational \Box	Attachments	
EXECUTIVE SUMMARY:			
his resolution will be read on N	lay 1, 2018, during the rededica	ition of the courthouse cornerstone	Э.
DAGKODOLIND			
BACKGROUND:			
a			
a FINANCIAL IMPACT:			
a FINANCIAL IMPACT:			
a FINANCIAL IMPACT:	/ED IN THE AGENDA ITEM, HAS THE C	ONTRACT BEEN SUBMITTED AT LEAST C	DNE WEEK
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A FINANCIAL IMPACT: A IF THERE IS A CONTRACT INVOLVE PRIOR AND ANSWERED WITH A RECOMMENDATION:			DNE WEEK
FINANCIAL IMPACT: a IF THERE IS A CONTRACT INVOLV PRIOR AND ANSWERED WITH A R Yes No			DNE WEEK
FINANCIAL IMPACT:			DNE WEEK
FINANCIAL IMPACT:	EVIEW BY THE COUNTY ATTORNEY'S		DNE WEEK

RESOLUTION #_____

REDEDICATION OF THE 100TH ANNIVERSARY COURTHOUSE CORNERSTONE

WHEREAS, the Board of Supervisors in 1915 chose William L. Steele, an architect of unbridled imagination and a protégé of Frank Lloyd Wright and Louis Sullivan, to design our Woodbury County Courthouse; and

WHEREAS, with associate architects George Elmslie and William Purcell, William Steele presented the Board with bold and intricate plans for what is now the largest public Prairie School building in the United States, the style garnering its name from long horizontal framing and arrowhead motifs paying homage to the horizons of Midwestern prairies; and

WHEREAS, the Board of Supervisors, including Henry Metz, E.C. Copeland, Robert J. Anderson, Edward Cradit, and John F. Lord, unanimously approved the plans, and in 1916 began construction of the \$850,000 courthouse which utilized local union workers and Roman-style brick from Sioux City Brick & Tile, and was completed in 1918; and

WHEREAS, the Board in December 30, 1918 adopted a resolution that stated after "the Court House has been completed and occupied with comfort and satisfaction for some months," the Supervisors extend "sincere thanks and appreciation" to William Steele and noted the work was "efficiently supervised and is of an exceedingly high grade, and the county has received full value, dollar for dollar, for the money invested," and that today expert assessments place the current value up to \$100 million; and

WHEREAS, sculptor Alfonso Iannelli created masterpieces to adorn the courthouse, including the mighty Spirit of the Law, the family unit upon which civil society is built, and a great eagle stretching westward toward the future of America; and

WHEREAS, the murals of John W. Norton sit under the beauty of the rotunda's elaborate dome, and represent the compassion of justice, the American work ethic, a community's dream of progress, and the exemplary sacrifice of men and women for the defense of liberty and the protection of freedom during WWI; and

WHEREAS, the building originally a subject of public controversy and skepticism, has been on the National Register of Historic Places since 1973, has been a National Historic Landmark since 1996, has been named one of 200 key buildings in the United States by Whitney School of Design in New York City, and today is recognized as a remarkable work of craftsmanship; and

WHEREAS, the Courthouse has, to this day, and we hope for many generations to come, provided essential services and countless noble endeavors for the public good, with restorative efforts pledged to preserve our past while recommitting our promise to future generations; and

WHEREAS, the greatest value of the courthouse is the commitment to excellence, service, justice, and civil society that the people who labor and serve here represent to Woodbury County,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA the rededication of the time capsule we have withdrawn and now replace within the cornerstone of this great courthouse, which reminds us to honor truths and traditions needed for the next 100 years, and thus pause for a moment of hallowed reflection with deep appreciation for those who came before us, and who crafted such a building in a spirit of excellence for us to preserve for future generations.

BE IT SO RESOLVED this 24th day of April, 2018.

WOODBURY COUNTY BOARD OF SUPERVISORS

Rocky L. De Witt, Chairman

Keith W. Radig, Member

Jeremy J. Taylor, Member

Marty J. Pottebaum, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

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Date: <u>4-16-18</u> Week	ly Agenda Date: 04-24-18			
ELECTED OFFICIAL / DEPARTME	NT HEAD / CITIZEN: Glenn Sedivy, C	Communications Director		
WORDING FOR AGENDA ITEM:				
Public hearing and approva	al of Fiber Lease with Long Line	es		
ACTION REQUIRED:				
Approve Ordinance	Approve Resolution \Box	Approve Motion		
Public Hearing 🗹	Other: Informational	Attachments 🗹		

EXECUTIVE SUMMARY:

The Starcomm Executive Board recommends to the County Supervisors to approve a motion of a fiber optic lease with Long Lines.

BACKGROUND:

Woodbury County (STARCOMM) currently owns and operates a fiber optic cable from 6th and Lewis to 4647 Stone Avenue (Western Iowa Tech College radio tower in Sioux City Iowa. Long Lines wishes to enter into an initial 10 year agreement to lease 12 strands of this fiber.

FINANCIAL IMPACT:

Long Lines will lease this fiber for \$12,000.00 per year for their operations, this will be new revenue to be used within the Starcomm operating budget.

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:

Approve Fiber Lease with Long Lines

ACTION REQUIRED / PROPOSED MOTION:

Approve Fiber Lease with Long Lines

RESOLUTION # 12,710

NOTICE OF PROPERTY LEASE

WHEREAS Woodbury County, Iowa is the owner of a 144 strand fiber optic cable that extends between 6th and Lewis and 4647 Stone Avenue, Western Iowa Tech radio tower that is operated by the Siouxland Tri-State Radio Communications System (hereinafter referred to as "STARCOMM"); and

WHEREAS Long Lines desires to enter a lease with Woodbury County, Iowa and Starcomm to use 12 strands of this Starcomm fiber for their operations;

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 April 24, 2018 at 4:40 p.m. in the basement of the Woodbury County Courthouse.
- That said Board proposes to lease fiber on the Starcomm for an inital term of ten (10) years, with the possibility of four (4) additional five (5) year renewal terms.
- 3. That said Board proposes to lease the real estate at a rate of \$12,000.00 annually during the initial term with the amount of the rent increasing by 10% in each of the renewal terms.
- 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 April 3rd, 2018

ATTEST:

Patrick F. Gill / Woodbury County Auditor and Recorder

WOODBUBY COUNTY BOARD OF SUPERVISORS

Rocky De Witt, Chairman

NOTICE OF PUBLIC HEARING

Governmental Body: Date of Meeting: Time of Meeting: Place of Meeting: The Board of Supervisors of Woodbury County, Iowa April 24th, 2018 4:40 p.m. 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 10 year lease agreement with Long Lines to allow to them to operate on the Starcomm fiber optic system. The 10-year initial lease term is in the amount of \$12,000.00 annually. This funding will provide new revenue to be applied towards the Starcomm operating budget. Any resident or property owner of Woodbury County may present oral or written objections at the Public Hearing.

Auditor of Woodbury County, Iowa

LEASE AGREEMENT BETWEEN WOODBURY COUNTY AND LONG LINES

AGREEMENT

THIS AGREEMENT is made on the _____ day of April 2018 by and between WOODBURY COUNTY, IOWA (the "<u>County</u>"), and Long Lines Metro, LLC, a Delaware limited liability company ("<u>LONG LINES</u>").

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- A. WOODBURY COUNTY, located 620 Douglas Street, Suite 104, Sioux City, Iowa.
- B. LONG LINES is located at 501 Fourth Street, Sergeant Bluff, IA 51054.

SECTION 2. DEFINITIONS. The following words shall have the meanings set forth below. Words in the singular shall be held to include the plural and vice versa.

- **A.** "Agreement" means this document including the product, equipment and services referenced within this documentation.
- B. "Designated Fiber" shall mean the Designated Dark Fiber, between 6th and Lewis Blvd. and the WIT Security Institute Building located on the Western Iowa Tech Campus at 4647 Stone Avenue, Sioux City, Iowa 51106.
- **C.** "**Communications Cable**" means a cable of one or more fiber optic strands installed and owned by the County.
- **D.** "**Dark Fiber**" means a number of fibers, normally expressed in number of glass strands unless otherwise stated, between two specified locations that have no optronics or electronics attached to it, thus no light/communications signal is-being transmitted thru the fiber.
- E. "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- F. "Communications Equipment" means facilities or equipment provided, owned or installed by the County in, around or on the Designated Fiber.
- G. "LONG LINES" means Long Lines L.L.C.
- H. "Patch Panel" means termination point for ingoing and outgoing fiber connections for communications networks.
- I. "TSI" means the County fiber room located in the "The Security Institute Building"

SECTION 3. PARTIES' OBLIGATIONS.

A. Woodbury County shall give LONG LINES access to and permission to use fibers number 49,50,51,52,53,54,55,56,57,58,59,60 "SLATE TUBE" of Woodbury County fiber between the 6th and Lewis Blvd fiber vault to the T.S.I.,within this route. Prior notice and approval of access to the leased fibers shall

be secured pursuant to Section 3 (E). LONG LINE's use of the fibers will not be restricted except by those restrictions set out by local, state, and federal authorities.

B. Qualifications of Splicing Technicians. LONG LINES shall use certified Fiber Splicing Technicians when splicing into the County's fiber cable. Such splicing is subject to the County's inspection prior to sealing of the splice case

C. Woodbury County shall provide LONG LINES twelve (12) continuous dark fibers between the 6th and Lewis Blvd fiber vault to the T.S.I.

D. The initial term of the Agreement shall be five (5) years from April 1st, 2018 (the "Initial Term") unless terminated earlier in accordance with the Termination section of this Agreement. Upon the expiration of the Initial Term, the Agreement will automatically be renewed for additional 5 year prior to the expiration of the agreement and each successive term.

E. Annual Rent and Renewal Term, LONG LINES shall pay a base annual rent during the initial term in the amount of \$12,000.00 Dollars, The Rent shall be payable in advance in equal monthly amounts of \$1000.00 each, due on the 1st day of each month. Woodbury County will invoice Long Lines for the monthly rent. All Rent more than thirty (30) days in arrears shall bear interest at the rate of twelve percent (12%) per annum from the initial date due until paid, but this provision shall not preclude Woodbury County from employing any remedy available to Woodbury County in this Agreement upon default in the payment of the Rent.

a. First Renewal Term (years 11 through 15) Rent shall be increased by 10% over the highest amount paid during the Initial Term.

b. Second Renewal Term (years16 through 20) Rent shall be increased by 10% over the highest amount paid during the first Renewal Term

c. Third Renewal Term (years 21 through 25) Rent shall be increased by 10% over the highest amount paid during the second Renewal Term

d. Fourth Renewal Term (years 26 through 30) Rent shall be increased by 10% over the highest amount paid during the third Renewal Term

E. Woodbury County, or Woodbury County's authorized contractor, shall perform all maintenance on the Fiber, including any Fiber repairs, Fiber restoration, and Fiber relocation that becomes necessary during the term of this Agreement. In the event of a fiber cut or other need for an emergency repair, Woodbury County will make the repair and bill the party that is responsible for the cut for the entire cost of the repair.

F. Installation of LONG LINES Equipment. If LONG LINES or a contractor operating under the direction of LONG LINES performs any splicing, accesses splice cases, or performs any other procedure that could accidentally disrupt the passage of light in the Fibers or otherwise directly impact Woodbury County's Fibers, the activity must be preplanned and approved by the Woodbury County Communications Center five (5) working days in advance and performed during established Communications Maintenance Windows (normally 8 AM - 4 PM) LONG LINES shall call Woodbury County Communications Center at 279-6960 to establish all maintenance windows. LONG LINES may modify the Designated Dark Fiber by splicing, terminating, or otherwise extending the connection within its facilities beyond the patch panel.

SECTION 4. EXCLUSION OF WARRANTIES.

WOODBURY COUNTY MAKES NO WARRANTY TO LONG LINES OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE DESIGNATED FIBER, ANY FIBERS, OR THE SYSTEM, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

SECTION 5. INDEMNIFICATION.

A. LONG LINES shall indemnify and hold harmless, Woodbury County, its governing body, officials, and

employees from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of LONG LINES, while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

B. Woodbury County shall indemnify and hold harmless LONG LINES, its owners, agents and employees from and against any and all costs, expenses, losses, claims, damages, liabilities, settlement and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of Woodbury County, while acting within the scope of the employee's office of employment in connection with the performance of this Agreement.

C. Nothing contained herein shall operate as a limitation on the right of either party hereto to bring an action for damages against any third party, including indirect, special or consequential damages, based on any acts or omissions of such third party as such acts or omissions may affect the construction, operation or use of the Designated Fiber.; provided, however, that each party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the other party to pursue any such action against such third party.

SECTION 6. LIMITATION OF LIABILITY. Not withstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability all claims for which damages are hereby specifically waived.

SECTION 7. COUNTY'S PROPERTY. Except as provided for in Section 3(E), LONG LINES shall not, and shall not permit others, to rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of Woodbury County's property without the written consent of Woodbury County. The Parties agree that no party other than Woodbury County or a contractor under the direct supervision of Woodbury County shall be permitted to perform maintenance or splicing on the Fiber.

SECTION 8. LONG LINES EQUIPMENT. LONG LINES shall have sole responsibility for installation and operation of LONG LINES Equipment. Woodbury County shall not be responsible for the operation or maintenance of any LONG LINES Equipment. Woodbury County shall not be responsible for the transmission or reception of communications or signals by LONG LINES Equipment or for the quality of, or defects in, such transmission or reception.

SECTION 9. TERMINATION.

A. Termination for Cause. Either party may terminate this Agreement if the other party breaches a material obligation under the Agreement and fails to correct the breach within 30 days of receiving written notice of the breach from the non-breaching party.

B. Termination for Change in Law. Woodbury County shall have the right to terminate this Agreement without penalty by giving 360 days' written notice to LONG LINES if one of the following events occurs: (a) Adequate funds are not appropriated or granted to allow Woodbury County to operate as required to fulfill its obligations under this Agreement; (b) Funds are de-appropriated or not allocated or if funds needed by Woodbury County at Woodbury County's Chairman's sole discretion, are insufficient for any reason; (c) Woodbury County's authorization to operate is withdrawn or there is a material change in the programs administered by Woodbury; or (d) Woodbury County's duties are substantially modified, at any time during the course of the Agreement or extensions of the Agreement.

C. Termination Without Cause. Either party may terminate this Agreement without penalty by giving 360 days written notice to the other party.

SECTION 10. CONTRACT ADMINISTRATION.

A. Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

B. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit LONG LINES and Woodbury County. This Agreement may not be assigned by LONG LINES without the written consent of Woodbury County.

C. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in Woodbury County District Court for the State of Iowa, Sioux City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to LONG LINES or Woodbury County.

D. Integration. This Agreement, including all the documents incorporated by reference, represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement. The parties agree that if a Schedule, Addendum, Rider or Exhibit or other document is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

E. Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

F. Supersedes Former Agreements. This Agreement supersedes all prior Agreements between Woodbury County and LONG LINES for the services provided in connection with this Agreement.

G. Waiver. Any breach or default by either party shall not be waived or released other than by writing signed by the other party. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

H. Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, or by receipted hand deliver, by Federal Express, courier, or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

Board of Supervisors 620 Douglas Street, Suite 104 Sioux City, Iowa 51101

Woodbury County-Starcomm P.O. Box 447 Sioux City, Iowa, 51102

То

LONG LINES, L.L.C. ATTN: 501 Fourth Street Sergeant Bluff, Iowa 51054 Each such notice shall be deemed to have been provided at the earliest of the following: (a) at the time it is actually received; or (b) in the case of overnight hand delivery courier or services such as Federal Express with guaranteed next day delivery, within one day; or (c) in the case of registered U.S. Mail, within five (5) days. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

I. Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Agreement, shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law. Nothing in this Agreement shall be construed as affecting, impairing or limiting the equitable or legal remedies to which either party may be entitled as a result of any breach of this Agreement.

J. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the invalid portion shall be severed from this Agreement. Such a determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

K. Obligations beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. All obligations of the parties incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the expiration, termination or cancellation of this Agreement.

I

L. Authorization. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement. This Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms.

M. Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

N. Counterparts and Facsimile Signatures. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. The parties further agree that the signatures on this Agreement or any amendment or schedule may be manual or a facsimile signature of the person authorized to sign the appropriate document. All authorized facsimile signatures shall have the same force and effect as if manually signed.

O. Taxes: Federal, State and Local. LONG LINES will be responsible to pay any Federal, State or Local Taxes.

P. Further Assurances and Corrective Instruments. LONG LINES agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Q. Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, which shall not be unduly withheld.

SECTION 12. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

WOODBURY COUNT

LONG LINES

Ву:	By: Bet OL
Printed name:Rocky DeWitt	Printed name: Brent Dlsm
Title: Chairman	Title: Pres-dent / CEU
Date:	Date: 3/26/18
Attest:	

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By:

Patrick Gill County Auditor

Date:

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

Date: 04-16-18 Weekly	y Agenda Date: 04-24	-18		
ELECTED OFFICIAL / DEPARTMEN WORDING FOR AGENDA ITEM:	T HEAD / CITIZEN:	Glenn Sediv	y, Communications Director	
Approval of Resolution fixing date for a F	Public Hearing for an Agree	ement for New	v Cingular to a 3rd Amendment to a current Tower Lease	е
	ACTION	I REQUIR	ED:	
Approve Ordinance	Approve Resolu	ition 🗹	Approve Motion	
Give Direction	Other: Informat	ional 🗆	Attachments	

EXECUTIVE SUMMARY:

The Starcomm Executive Board recommends to the County Supervisors to set a Public Hearing for May 8th, 2018 at 4:40 pm for a 3rd Amendment to a current tower lease to New Cingular

BACKGROUND:

Woodbury County (STARCOMM) currently owns and operates a Communications Tower located at 3430 West 23rd Street Sioux City, Iowa. New Cingular wishes to enter into a 3rd amendment of the current lease

FINANCIAL IMPACT:

New Cingular will increase the current lease by \$475.00 for a new monthly amount of \$2,977.50. per month for their operations, this will be new revenue to be used within the Starcomm operating budget.

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:

Place this on the May 8th 2018 agenda as a Public Hearing

ACTION REQUIRED / PROPOSED MOTION:

Place this on the May 8th, 2018 agenda as a Public Hearing

RESOLUTION #

NOTICE OF PROPERTY LEASE AMMENDMENT

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 New Cingular Wireless PCS, LLC. (hereinafter referred to as "New Cingular") desires to enter a 3rd Amendment to the lease with Woodbury County, Iowa and Starcomm to use the Starcomm radio tower located at 3301 West 19th Street, Sioux City, Iowa.

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 May 8th, 2018 at 4:45 pm in the basement of the Woodbury County Courthouse.
- 2. That said Board proposes to the 3rd Amendment of a current lease space on the Starcomm system to New Cingular for the remaining second renewal term of five (5) years with the possibility of four (2) additional five (5) year renewal terms.
- 3. That said Board proposes to lease the real estate at a rate to increase \$475.00 per month bringing the total monthly rate to \$2,977.50 per month for the remaining second renewal term with the amount of the rent increasing by 10% in each of the renewal terms.
- 4. That this resolution, preceded by the caption "Notice of Property Lease Amendment" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 24th day of April, 2018

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill Woodbury County Auditor and Recorder Rocky De Witt, Chairman

THIRD AMENDMENT TO SITE LEASE AGREEMENT

It is agreed between the Woodbury County Board of Supervisors, c/o Starcomm Public Safety Board, the City of Sioux City, Iowa ("Lessors") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("Lessee") as follows:

WHEREAS, Lessors and Lessee (or their respective predecessors-in-interest) entered into a Site Lease Agreement between the parties signed on or about September 5, 2006 and went into effect on September 29, 2006 when the building permit was issued, with respect to a cell tower located at 3430 W. 23rd St, Sioux City, Iowa (the "Agreement");

WHEREAS, the parties amended the Agreement on March 4, 2008 ("First Amendment");

WHEREAS, Long Lines Communications, LLC a Delaware limited liability company, Long Lines Wireless, LLC, a Delaware limited liability company, Long Lines, LLC, a Delaware limited liability company, LL License Holdings, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, LL License Holdings II, LLC, a Delaware limited liability company, Advanced Network Communications, L.L.C., an Iowa limited liability company (each an "Assignor" and, collectively, the "Assignors"), and LL Acquisition Company, LLC, a Delaware limited liability company ("Assignee") entered into an Global Contribution, Bill Of Sale, Assignment, and Assumption Agreement dated December 20, 2013;

WHEREAS, LL Acquisition Company, LLC a Delaware limited liability company merged with and into New Cingular Wireless PCS, LLC a Delaware limited liability company on February 28, 2014.

WHEREAS, the parties amended the Site Lease Agreement on October 27, 2014 ("Second Amendment');

WHEREAS, Lessors and Lessee desire to amend the Agreement to modify the notice section thereof;

WHEREAS, Lessors and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessors and Lessee, in their mutual interest, wish to amend the Agreement for a third time as set forth below accordingly ("Third Amendment").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessors and Lessee agree as follows:

1. Exhibit A- Long Lines Wireless LLC Site Plan Sketch is amended by removing it and replacing it with a new LL Acquisition Company, LLC Site Plan, attached herein as Exhibit A-3. It is understood that as a result of this amendment, the Site Plan indicates the new updated engineering, antenna's, mounts shelters and other hardware at this location.

- 2. Exhibit C- is omitted as it is covered in Exhibit A-3.
- 3. Exhibit D- is omitted as it is covered in Exhibit A -3.
- 4. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following: --

<u>Renewal Term Rent</u> Lessee shall pay Woodbury County, Iowa, administrator of funds of Starcomm Public Safety Board, "Rent," for each month of the Five (5) years for Renewal Terms as listed below in this paragraph. Each monthly Rent payment shall be due to Woodbury County, Iowa on or before the first day of each month. In addition, Lessee shall be responsible for all utility service payments with the exception of telephone service used exclusively by Lessors.

- a. First Renewal Term (years 6 through 10) Rent shall be increased by 10% of the highest amount paid during the initial term.
- b. Second Renewal Term (years 11 through 15) Rent shall be increased by 10% of the highest amount paid during the First Renewal Term. On March 1, 2018, Rent shall be increased by Four Hundred Seventy-Five and 00/100 Dollars (\$475.00) a month, bringing the total monthly rent to Two Thousand Nine Hundred and Seventy-Seven Dollars and 50/100 (\$2,977.50) for the remainder of the Second Renewal Term. It is understood by the Parties that this increase in monthly rent is in consideration for allowing Lessee to update their equipment on the tower and the use of the empty Communications Shelter as identified in Exhibit A.
- c. Third Renewal Term (years 16 through 20) Rent shall be increased by 10% of the highest amount paid during the Second Renewal Term.
- d. Fourth Renewal Term (years 21 through 25) Rent shall be increased by 10% of the highest amount paid during the Third Renewal Term.

5. Notices. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site #: DESMIAU1753 Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City FA No: 13169467

> 575 Morosgo Drive NE Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC Attn: Legal Department Re: Cell Site # DESMIAU1753 Cell Site Name: WEST_HIGH-LLW-IASC - Sioux City FA No: 13169467 208 S. Akard Street Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessors: Woodbury County, Iowa Board of Supervisors 620 Douglas Street, Suite 104 Sioux City, Iowa 51101

> Starcomm Public Safety Board P.O. Box 447 Sioux City, Iowa 51102 ATTN: Glenn Sedivy

City of Sioux City, Iowa 405 Sixth Street P.O. Box 447 Sioux City, Iowa 51102 ATTN: City Clerk

6. **Other Terms and Conditions Remain.** In the event of an inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, this Third Amendment is effective and entered into as of the date last written below.

LESSORS:

Woodbury County Board of Supervisors c/o Starcomm Public Safety Board

By: **Rocky DeWitt** Chairman Title: Date:

ATTEST:

Patrick Gill, County Auditor

City of Sioux City Iowa

By: Title:	Robert E. Scott Mayor
Date:	

ATTEST:

Lisa L. McCardle, City Clerk

LESSEE:

New Cingular Wireless PSC, LLC By: AT&T Mobility Corporation Its: Manager

By:

Name: Michelle Durand Title: Title: Manager of Real Estate & Construction Date: Date:

Attest:

Title:

CONSENT TO SUBLEASE AMENDMENT

On this ______ day of ______, 2018, Sioux City Community School District as Landlord and pursuant to Paragraph 8 of the <u>Lease – Business Property</u> dated October 25, 2004 hereby consents to the Sublease Amendment between Starcomm, Woodbury County, Iowa, the City of Sioux City and New Cingular Wireless PSC, LLC.

Sioux City Community School District

Ву:		 	
Print Name:	 		

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSOR ACKNOWLEDGEMENT

STATE OF IOWA

COUNTY OF WOODBURY

On the _____ day of ______ in the year ______ before me, the undersigned, personally appeared ______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name:_____

My Commission Expires: _____

STATE OF IOWA

COUNTY OF WOODBURY

On the _____ day of ______ in the year ______ before me, the undersigned, personally appeared ______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name:

My Commission Expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF Muneoota

COUNTY OF Romery

On the 12 day of April in the year 2018 before me, the undersigned authority, on this day personally appeared 101 charge 2008 of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said New Cingular Wireless PCS, LLC, and that he/she executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

Notary Public

Printed Name:



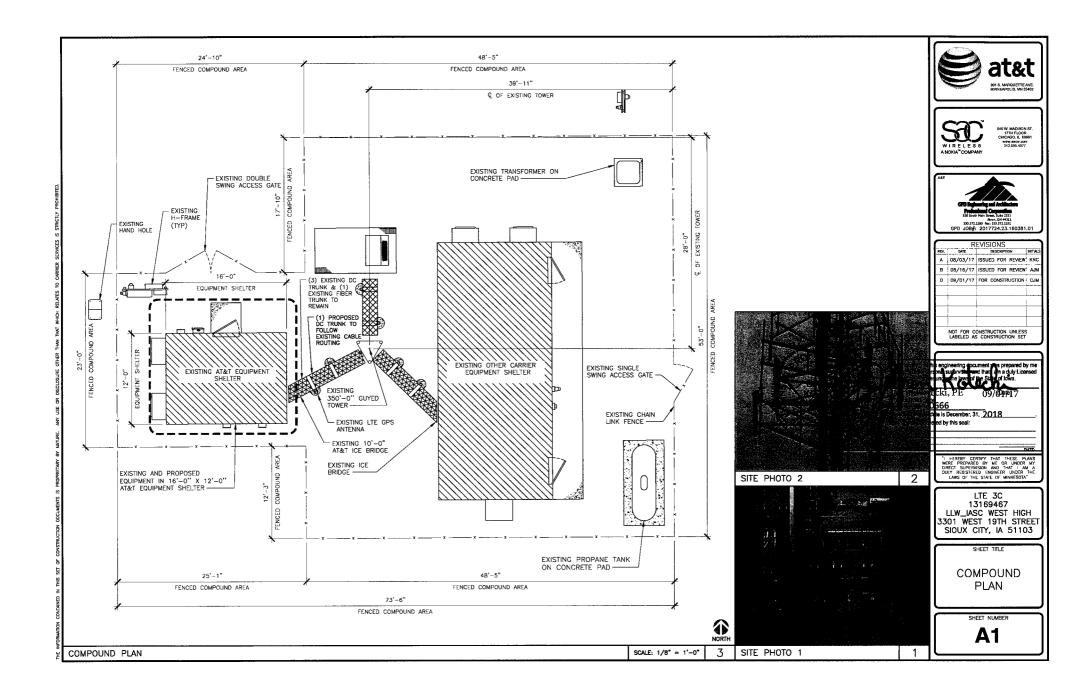
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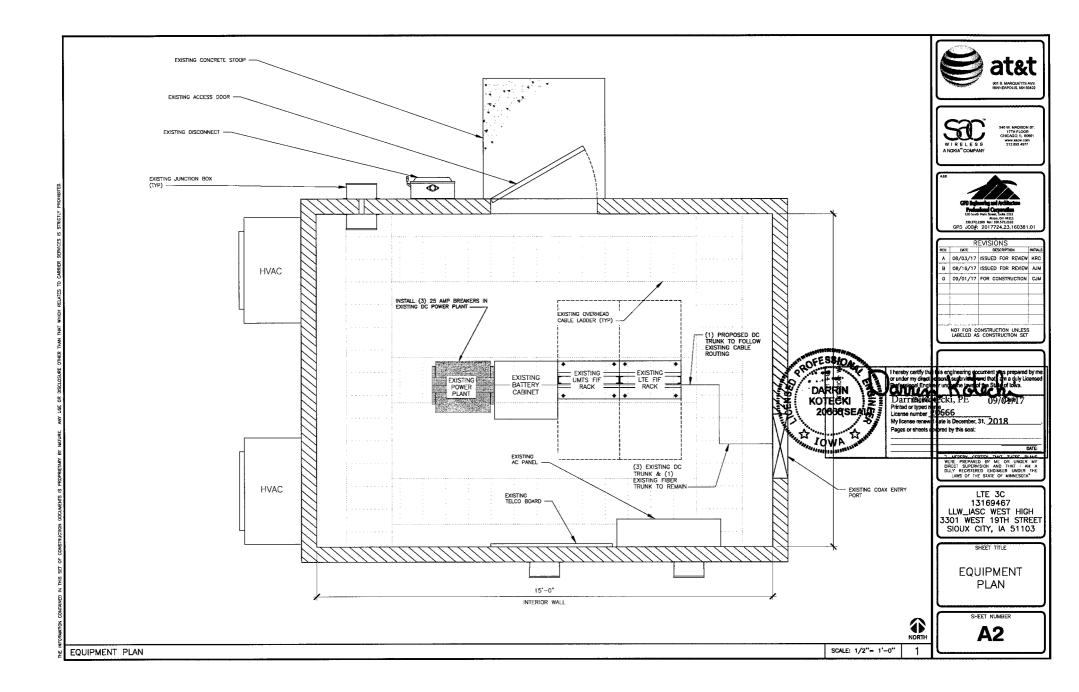
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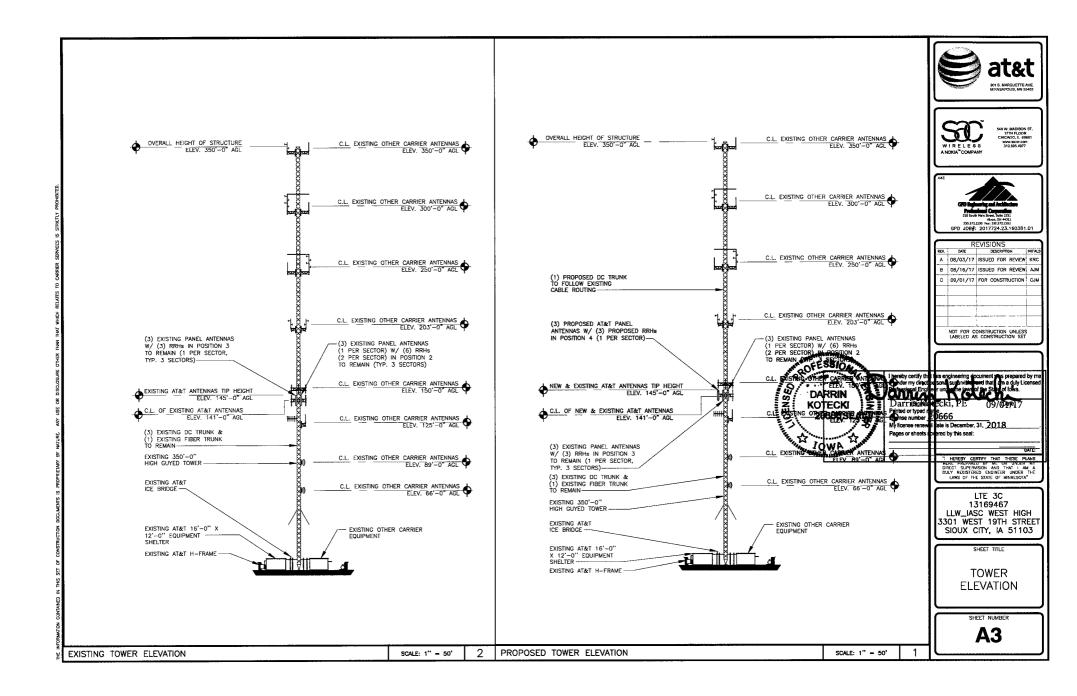
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AND STREET	and the second second second			A1 A2	COMPOUND PLAN EQUIPMENT PLAN	
a sugar and a second				AZ A3	TOWER ELEVATION	901 S. MARQUETTE AVE MINNEAPOLIS, MY 55402
222.220			/lobility	A4	ANTENNA PLAN	
			noonity	A5 A6	ANTENNA & CABLE CONFIGURATION ANTENNA, RRH AND MOUNTING DETAILS	
				A6 A7	CABLE NOTES & COLOR CODING	540 W. MADISON ST.
			_TE 3C	E1	GROUNDING DETAILS	SSC S40 W, MADISON ST. 17TH FLOOR CHICABO, IL 60651 WW 550CC0071
		SITE # : I	AL01753	E2	GROUNDING DETAILS & NOTES	W I R E L E S S 312.695.4977 A NOKIA" COMPANY
			3169467			
						AAE
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PRO.	JECT INFORMATION	PACE # : I	MRUMW020022			
SITE NAME:	LLW_IASC WEST HIGH		LW IASC WEST HIGH		SCOPE OF WORK	S20 South Nath Street, Suite 231
COUNTY: ADDRESS:	WOODBURY 3301 WEST 19TH STREET					Arms, 04 +431 330.572.2000 Fer: 330.572.2102 GPD JOB#: 2017724.23.160.381.01
JURISDICTION:	SIOUX CITY, IA 51103 CITY OF SIOUX	ADDRESS :	3301 WEST 19TH STREET	THIS	IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED MENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL	
SITE NUMBER:	IAL01753		SIOUX CITY, IA 51103	VERIF THE	IN NO NA LO RECOMPLETAPROVOD COUNALENT. CONTRACTOR SHALL WENT PART OR ENGINEER APPROVOD COUNALENT. CONTRACTOR SHALL Y ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. PROJECT GENERALLY CONSISTS OF THE FOLLOWING:	REVISIONS REV. DATE DESCRIPTION INTRUS
FA_NUMBER: PTN:	13169467 3529A0AJB4		CITY OF SIOUX	- INS	TALL (3) NEW 3C ANTENNAS IN POSITION 4 (1 PER SECTOR)	A 08/03/17 ISSUED FOR REVIEW KRC
PACE: USID:	MRUMW020022 160381			- INS	TALL (3) NEW 3C RRHs IN POSITION 4 (1 PÈR SECTOR) TALL (1) NEW 8 AWG 6 DC TRUNK, TALL DO CEDER INNERED	B 08/16/17 ISSUED FOR REVIEW AJM
LATITUDE:	42' 30' 43.9518" N (42.512209)			- INS INS	TALL NEW DC/FIBER JUMPERS TALL (3) NEW 25 AMP DC BREAKERS IN EXISTING POWER PLANT	0 09/01/17 FOR CONSTRUCTION CJM
LONGITUDE:	96' 27' 17.9676" W (-96.454991)					
GROUND OWNER:	WOODBURY, IA			1		
APPLICANT:	AT&T WIRELESS 901 S. MARQUETTE AVE.	VICINITY MAP	LOCAL MAP	7		
	901 S. MARQUETTE AVE. MINNEAPOLIS, MN 55402				Contraction of the second s	NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET
AT&T PROJECT MANAGER	: PETER MCENERY	w sterk Skuud Caly State Prave			THE SSIDA	
PROJECT MANAGER	PHONE: (952)-258-9629	W SON IS	5 5		2 M There	eby certify that this engineering document was prepared by a der my direct personal supervision and that i am a duly License
AT&T CONSTRUCTION	EMAIL: PM753T@ATT.COM	ζ. Ι		ž.	DARRIN A DARRIN	asienal En inter uncome laws of the State of Iowa.
AT&T CONSTRUCTION MANAGER:	ANTHONY J SANTI					urringendecki, PE 09700017
	PHONE: (763) 203-3915 EMAIL: AS539A@ATT.COM	24 O }			20666(SEAU) - Lion	ed or typed nime tse number 10666
					三〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇〇	cense renewal date is December, 31, 2018
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£		n 1198.9	West Have hoot 🖓	<u> </u>	k	DATE:
		i i i i i i i i i i i i i i i i i i i		2	CODE COMPLIANCE	"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REDISTERED ENGINEER UNDER THE
PPO	JECT CONSULTANTS	a i wiens vien		• 2015	INTERNATIONAL BUILDING CODE TIA-222 STRUCTURAL STANDARD FOR ANTENNA STRUCTURES 780-LIGHTING PROTECTION CODE NATIONAL ELECTRICAL CODE	DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA"
£		Vien B Vien B		NFPA 2014	780-LIGHTING PROTECTION CODE NATIONAL ELECTRICAL CODE	Cana of the State of MinnesOld
PROJECT MANAGEMENT:	SAC WIRELESS 540 W. MADISON ST. 17TH FLOOR CHICAGO, ILLINOIS 60661		à			LTE 3C
5	CONTACT: AMY HUTCHINGS	k 2			REFERENCE MATERIALS	13169467 LLW_IASC WEST HIGH
3	EMAIL: AMY.HUTCHINGS@SACW.COM PHONE: (312) 967-4270	wines.		 THES 	E DRAWINGS ARE BASED AT&T SCOPING DOCUMENT DATED 06/27/2017	3301 WEST 19TH STREET
SITE	SAC WIRELESS	C Wer Eagle Patk		<u> </u>		SIOUX CITY, IA 51103
ACQUISITION ZONING:	540 W. MADISON ST. 17TH FLOOR CHICAGO, ILLINOIS 60661		RTH NOT TO SCALE 3 NORT	<u></u>	SPECIAL NOTES	SHEET TITLE
5	CONTACT: ASHLEY RICHARDSON EMAIL: ASHLEY.RICHARDSON@SACW.COM	DRIVING DIRECTIONS		ALL COM	WORK SHALL BE INSTALLED IN CONFORMANCE WITH CURRENT AT&T STRUCTION INSTALLATION GUIDE.	11
		DIRECTIONS FROM: AT&T OFFICE: HEAD NORTH ON MARQUETTE A SOUTHEAST) ONTO 8TH ST S TURN RIGHT (SOUTH SOUTHWEST)		- EXIS	TING CONDITIONS WILL BE CHANGED & VERIFIED IN FIELD IF SIGNIFICANT	
ENGINEER:	DARRIN KOTECKI GPD ENGINEERING AND ARCHITECTURE	STRAIGHT (SOUTH) ONTO I-35W S RAMP AT EXIT 13B, GO STRA W MN AT EXIT 400, KEEP RIGHT (SOUTH SOUTHWEST) ONTO I-2	GHT (WEST) ONTO I-90 VOU DIG IN IOWA CALL IOWA ONE CALL	II NOTE	ATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF STRUCTION, A REPAIR PERMIT WILL BE OBTAINED & CONTRACTOR SHALL FY ENGINEER IMMEDIATELY.	TITLE SHEET
2	PROFESSIONAL CORPORATION 520 SOUTH MAIN STREET, STE. 2531 AKRON OHIO 44311	KEEP LEFT (SOUTH SOUTHEAST) ONTO 1-29 S RAMP AT EXIT 4,	KEEP RIGHT (SOUTH www.iowaonecall.com	THE	E DRAWINGS ARE FULL SIZE & SCALEABLE ON 11"X17" SHEET SIZE. EMENT THAT COMPLIANCE WITH THE ENERGY CODE IS NOT REQUIRED. DPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR	
	AKRON, OHIO 44311 CONTACT: KEVIN FRALEIGH PHONE: (330) 572–2100	SOUTHEAST) ONTO N SHORE DR RAMP GO STRAIGHT (EAST) ONT (SOUTHEAST) ONTO SR 105 TURN LEFT (SOUTHEAST) ONTO MILTI	ARY RD KEEP RIGHT Know what's below. MIN OF 2 WORKING DAYS	-SO ENVI	OPE OF WORK DOES NOT INVOLVE MODIFICATIONS TO EXTERIOR ELOPE OF BUILDING, HVAC SYSTEMS OR ELECTRICAL LIGHTING.	
CONSTRUCTION	SAC WIRELESS	(SOUTH SOUTHEAST) ONTO RIVERSIDE BLVD GO STRAIGHT (SOUTH LEFT (EAST) ONTO PAUL AVE ARRIVE AT WEST 19TH STREET, SIC	() ONTO SR 12 TURN Call before you dig. EXCAVATE		DO NOT SCALE DRAWINGS	SHEET NUMBER
	540 WEST MADISON ST., 16TH FLOOR CHICAGO, IL 60661			CONTRAC	TOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS	T1
2 X	CONTACT: DIANA HUBBARD PHONE: DIANA, HUBBARD@SACW.COM			ON THE	JOB SITE & SHALL IMMEDIATELY NOTIFY THE ARCHITECT OR ENGINEER G OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR	[] • •
Ľ	COME, DIMENTION DINNERSON			J BE RESP	DNSIBLE FOR SAME.	

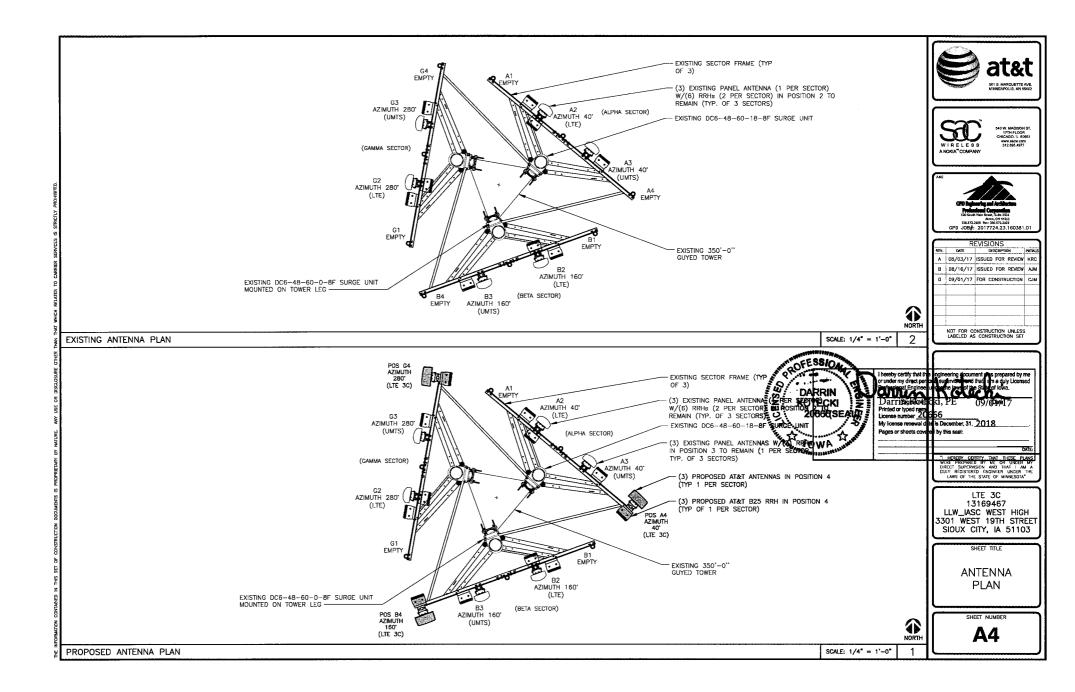
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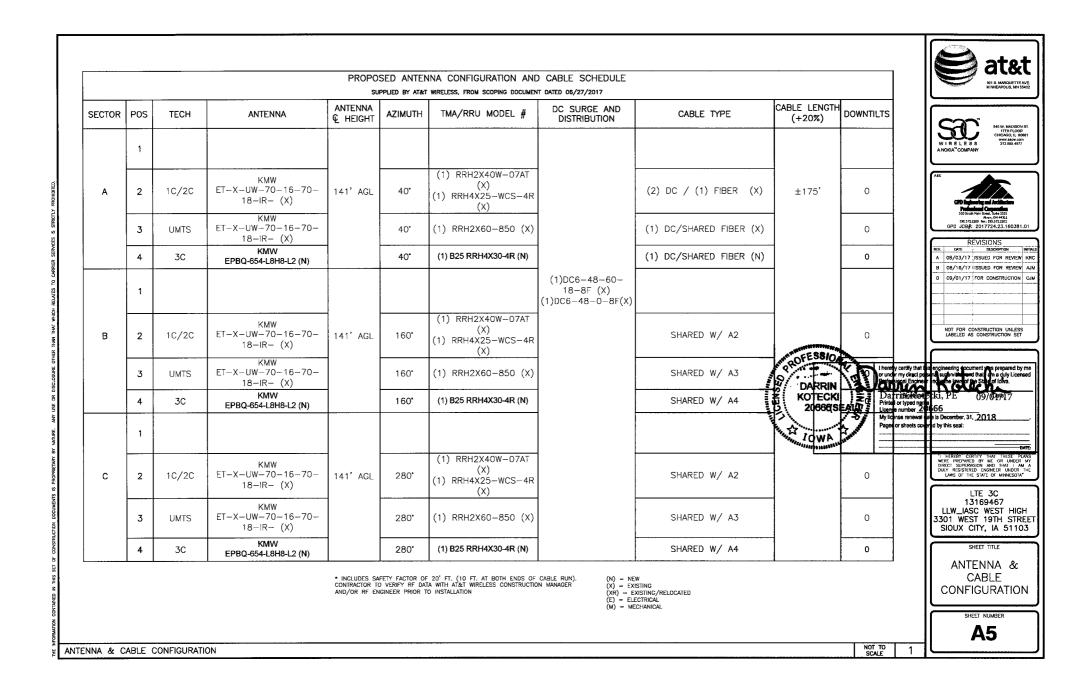
GENERAL CONSTRUCTION 1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:	EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.	52. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE	
CONTRACTOR/CM - SAC WIRELESS SUB-CONTRACTOR - TBD OWNER - AT&T WIRELESS	24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.	CONNECTION, A.RF.CONNECTION BOTH SIDES OF THE CONNECTOR. B.GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR.	😂 at&t
 ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND AT&T PROJECT SPECIFICATIONS. 	CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION	ANTENNA BRACKET METAL.	S01 S. MARQUETTE AVE MINNEAPOLIS, MN 55402
 GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS, GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF, WITH ALL CONTRACT 	AND SEDIMENT CONTROL. 26 NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN CROLINDING FROZEN.	53. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY, WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM THEY SHALL BE INSTALLED INTO AM INTER INTER AM INTER AM A PARTITION	
ACCOMENSE NELD CONTINUES, DATE SOLD, AND CONTINUEND THAT THE SOLD, AND CONTINUEND AS SHOWN PRORE PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.	MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT. 27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND BO	APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE	STOR MUN MADISON ST. 17TH FLOOR CHICAGO, IL 80651
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES, GENERAL CONTRACTOR SHALL ISSUE BULLES, DESCRIPTION OF A DESCRIP	50 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND BO PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISOLICION.	CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY. 54. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS,	WIRELESS 312.895.4977 ANOKIA [®] COMPANY
ALC AFFORMATE HOLES AND COMPLET WITH ALC SWAS, OLOHARGES HOLLS, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.	PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION. 28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER. 29. ALL BROCHIEFS, OFFRATING AND MAINTENANCE MANIALS, CATALOGS, SHOP, DRAWINGS	OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION: WHERE TYPE TC-ER CABLES ARE NOT SUBJUCT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITED TO MAKE A TRANSTION BETWEEN CONDUITS, CHANNEL CABLE TRAY, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES,	
COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.	AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.	NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.	
 UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. 	30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.	55. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY. COAXIAL CABLE. NOTES	GPD bestering and Architecture Professional Comparation 201 Sector Hum Reveal Sector 2011
7. PLANS ARE NOT TO BE SCALED, THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC	31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.		30.572.2100 Pirci 30.572.2102 GPD JOB#: 2017724.23.160381.01
OTTUINE ONLY UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT STHE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGROING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE	32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).	62. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS, PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIEY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.	REVISIONS REV. DATE DESCRIPTION INTRALS
CLEARANCE: INERFORE, IT IS CRITICAL TO FEED CHARTISSINGST SHOULD TELED ENTRY ANY DUSTIONS RECENTING THE CONTRACT DOCUMENT, THE CONTRACTOR FRANCE RESPONSIBLE FOR OBTAINING A CLEARIFICATION FRONT THE CONTRACTOR FRANCE PROCEEDING WITH THE WORK DEDIALS IT JOB DIMENSIONS OR CONTROLS AND SUCH MODIFICATIONS SHALL RECOUNTED TO SHOW TO DIMENSIONS OR CONTROLS AND SUCH MODIFICATIONS SHALL RECOUNTED TO SHOW TO FWORK AND PREPARED BY THE	33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY AT&T TECHNICIANS.	63. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.	A 08/03/17 ISSUED FOR REVIEW KRC
MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.		54. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.	B 08/16/17 ISSUED FOR REVIEW AJM 0 09/01/17 FOR CONSTRUCTION CJM
 THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE. 		65. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6"-0".	
 IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING. 		DIA LUF AND SHALL NOT EXCEED $6-0$. 66. ALL COAKLA CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4^+-0° OC.	
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFIRM TO ALL OSHA REQUIREMENTS AND	 CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE CENERAL CONTRACTOR IMMEDIATELY. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS. 	67. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.	NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET
THE LOCAL JURISDICTION. 11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.	3. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER, CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH	68. CONTRACTOR SHALL GROUND ALL EQUIPMENT. INCLUDING ANTENNESS TO MOTORS, TMA'S, COAX CABLES, AND RET CONTROL CABLES AS A CONTROL SOLATION MOTORING STALL BE EXECUTED BY OLALIFIED WIREMEN IN COPPLIATE STATUTION AND RECOMMENDATION.	this engineering pocument was prepared by ne
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAD PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.	CONSTRUCTION. 39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.	69. CONTRACTOR SHALL PROVIDE STRAIN-RELIETS AN CABLE SUPPORTS COLUMN TO A CABLES, COAX CABLES, AND RET CONTROL ABLIESA PRINTIPAN PRIO	
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND	ANTENNA MOUNTING	CABLE SUPPORTS SHALL BE APPROVED FOR THE PARK AND DAITING THE DAIL OF THE APPROVED FOR THE AND A CORDNACCORD. TO VERY THAT EXISTING ON ANGER CORD STATUTE INCOMENTATION OF THE ADDRESS OF	decki, PE 09/09/09/17
DISPOSE OF ALL DEBRIS.	40 DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT	HANGERS. IF EXISTING HANGERS ARE NOT STACKABLE SNAP IN ANGERS THE CONTRACTOR SHALL REPLACE EXISTING HANGERS WITH PROFOSED SNAP IN ANGERS THE	wil date is December, 31, 2018
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.	41. ALL STEEL MATERIALS SHALL BE CALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.	GENERAL CABLE AND EQUIPMENT NOTES	
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.	42 ALL BOLTS ANCHORS AND MISCELLANFOLIS HARDWARE SHALL BE GALVANIZED IN	71. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNIMAS DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.	THEREBY CERTIFY THAT THESE PLANS
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPARED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.	HARDWARE, UNLESS WOTED OTHERWISE,	72. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.	WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESDTA"
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.	 DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL 	 CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING. 	LTE 3C
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.	BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.	74. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTNI TAPE ATTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTCH TAPE SHALL HAVE A MENATURE INSTALLATION AND FINAL CONNECTIONS ARE TURN AND FACH LAYER SHALL BE WRAPPED THREE TIMES, WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING, BUTYL BLEDING IS NOT ALLOWED.	13169467 LLW_IASC WEST HIGH
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.	 CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED. 	TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BLEEDING IS NOT ALLOWED.	3301 WEST 19TH STREET SIOUX CITY, IA 51103
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.	47. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS. ANTENNA CONTRACTOR SHALL	A. LEMPERATURE SHALL BE ABOVE SU F. B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORO	SHEET TITLE
TIMEL 21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OT 2-A:10-B:C AND SHALL BE WITHIN 25 FEET O TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING	CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE FULME. ANTENNA AZMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN +/- 5% AS DEFINED BY THE RFDS, ANTENNA DOWNTILTS SHALL BE WITHIN +/- 0.5% AS DEFINED BY THE RFDS, REFER TO ND-00246.	C. FOR REGULATED TOWERS, FAX/FCC. APPROVED PAINT IS REQUIRED. D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS. 76. ALL CABLES SHALL BE GROUNDED WITH COXXIAL CABLE GROUND KITS, FOLLOW THE	NOTES &
CONSTRUCTION.	48. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.	A. GROUNDING AT THE ANTENNA LEVEL. B. GROUNDING AT MID LEVEL. TOWERS WHICH ARE OVER 200'-0". ADDITIONAL CABLE	SPECIFICATIONS
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER, EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS		GROUNDING REQUIRED. C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL. D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.	
UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLIDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.		E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT. 77. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4 ⁻⁰ BELOW GROUND BAR.	
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE		TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.	SP1
ON OTHERWISE DISCOMMENTED AT FOUND WILL NOT INTERFERE WITH THE			

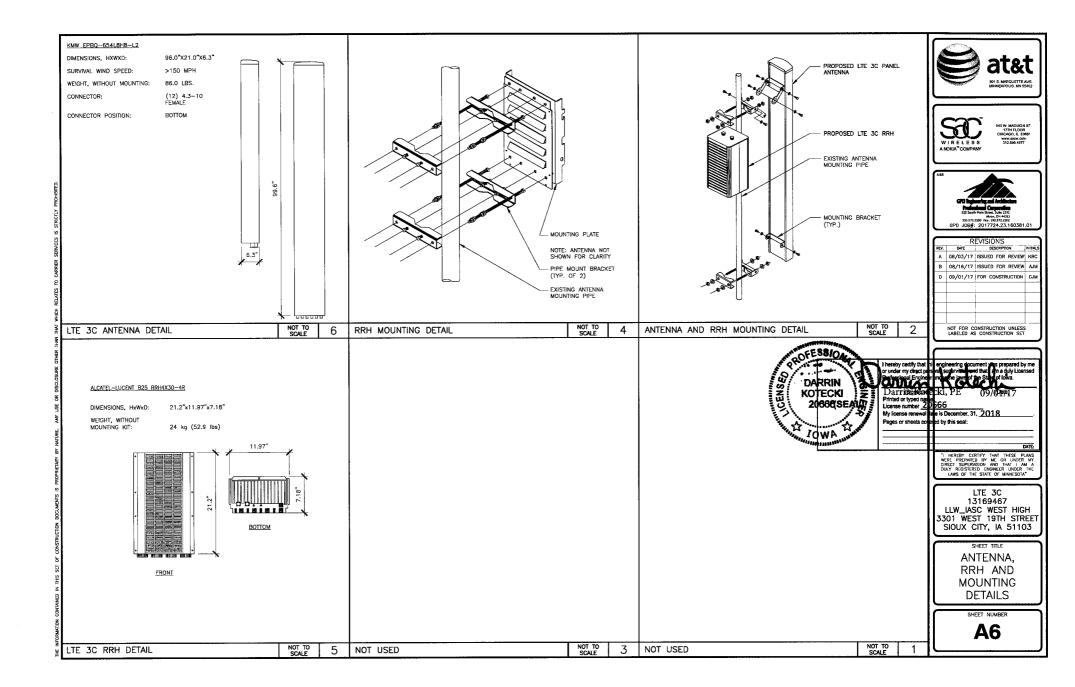


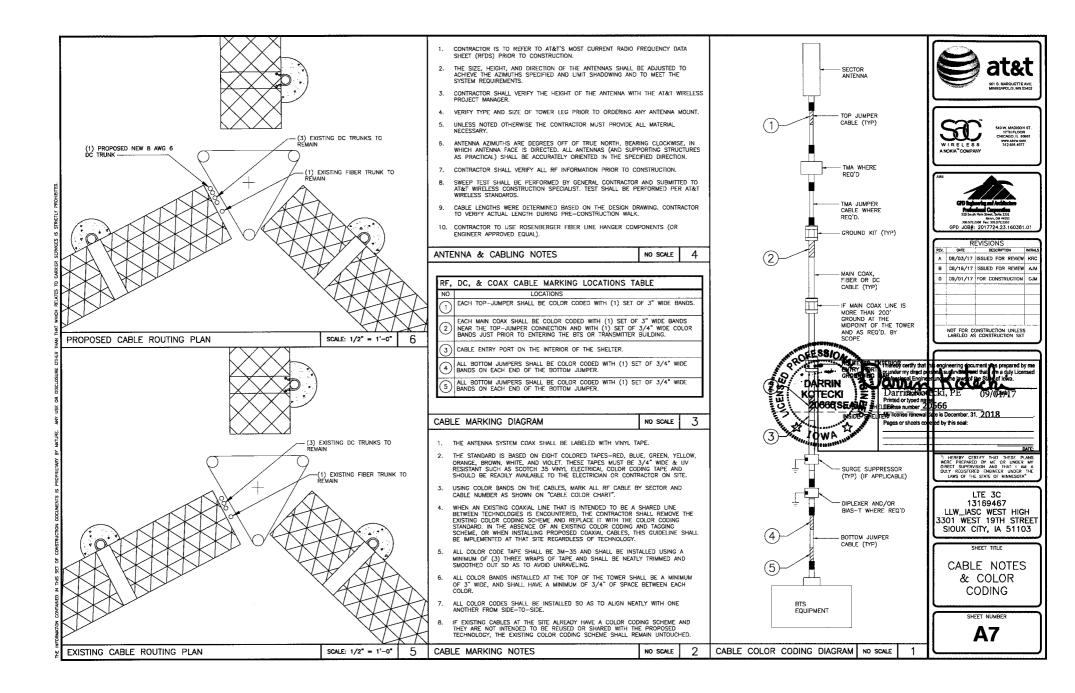


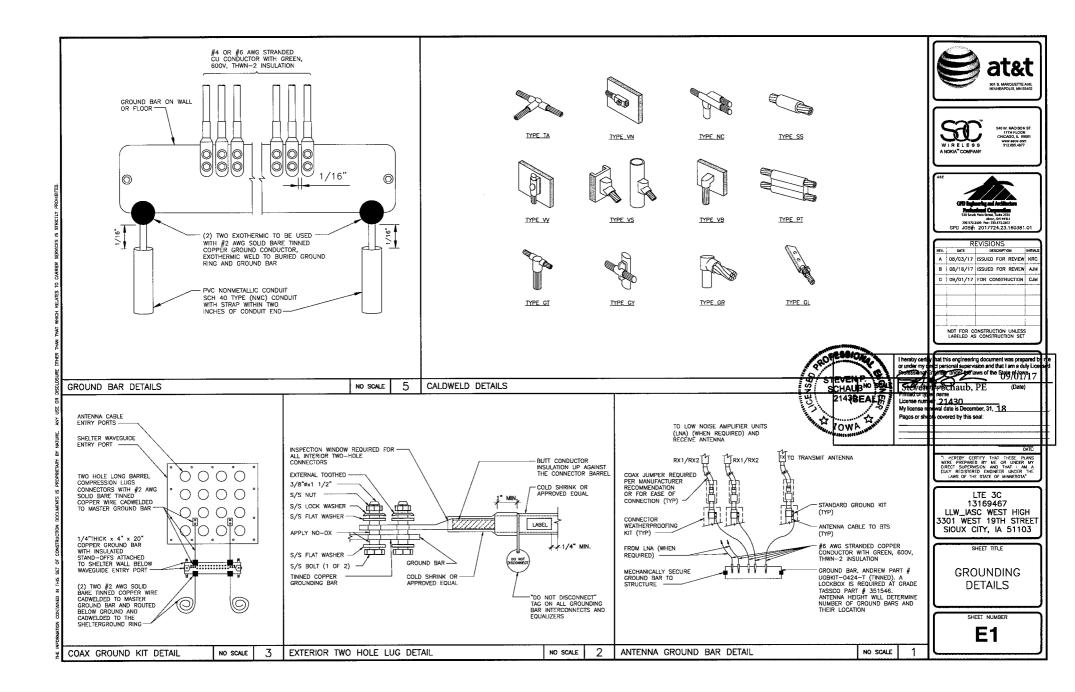


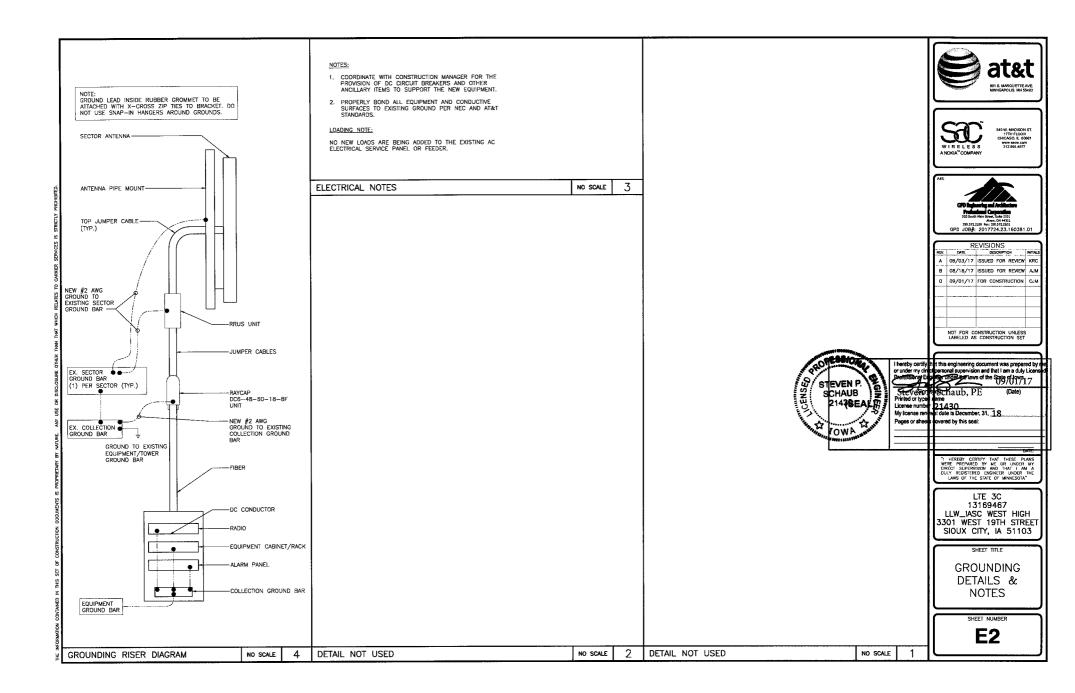












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ate: <u>4/18/2018</u> Weekly Agenda Date: <u>4/24/2018</u>								
ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer WORDING FOR AGENDA ITEM:								
Consider appro	Consider approval of plans for project number L-B(B82)73-97							
ACTION REQUIRED:								
Approve Ordinan	ce 🗆 Appro	ve Resolution	Approve Motion					
Public Hearing	Other:	Informational	Attachments 🗹					

EXECUTIVE SUMMARY:

Plans have been completed for the replacement of a bridge on 140th Street, southwest of Pierson. We request approval of the plans for letting.

BACKGROUND:

The county has programmed the 140th Street bridge for replacement. The existing bridge was damaged beyond repair in the June 2016 storm event and has been closed since then due to the damage. Plans have been completed for the bridge and permitting has been received. The plans are being prepared for a May 22, 2018 local letting in the Board Room.

FINANCIAL IMPACT:

The projects are paid for with local county secondary road funds.

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:

I recommend that the Board approve the plans for project number L-B(B82)--73-97.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for project number L-B(B82)--73-97.

FHWA STRUCTURE #354860

DE	IOWA PARTMENT OF TRANSPORTATION	Project Number: L-B(B82)73-97 INDEX OF SHEETS No. Description
	Highway Division Plans of proposed improvement on the	1 TITLE SHEET 2 LOCATION PLAN 3 ESTIMATE OF QUANITIES 4 PLAN VEW
SE	CONDARY ROAD SYSTEM	5 SITUATION PLAN
	WOODBURY COUNTY	
	RCB CULVERT NEW	ROAD STANDARD PLANS The following Standard Plans shall be considered applicable to construction work on this proje
	PROJECT NO. L-B(B82)73-97	Ine tonowing standard vlans shall be considered appacable to considuation work on this projection Identification Date Identification identification Date Identification Date Identification EW-401 10-20-15 Identification Identification
	The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, series of 2015, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.	EW-402 10-20-15 MI-103 10-20-15 TC-252 04-19-16
	Plus Current Special Provisions and Supplemental Specifications	RCB STANDARD PLANS (May be obtained at Woodbury County Engineer Office)
TRAFFIC CONTROL PLAN	RCB CULVERT NEW 140TH STREET: FROM KOSSUTH AVE. TO LEE AVE. CONSTRUCT RCB CULVERT	Standard Date Issued Date Revised Standard Date Issued Date Revised RCB G1-12 APRIL, 2012 07-16 PWH 0-4-12 APRIL, 2012 Date Revised Date Revised
THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. TRAFFIC ROUTES ADJACENT TO PROPERTES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVECS, PROCEEDIRES, LAYOUTS, SIGNING, AND PAREMENT MARENOS INSTALLED WITHIN THE LIMITS OF THIS FROADED SHALL CONFORM TO THE "JANAUAL OF UNIFORM TRAFFIC CONTROL DEVECSS FOR STREETS AND HORWAYS' SA ADDITED BY THE DEPARTMENT PER 781 OF THE IOWA ADMINISTRATION CODE (UC) CHAPTER 13)	THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT 16 ACAUADE ENFORCE WOODSUCHY COLOURT PROTHERS OFFICE UPON REQUEST. THE U.S. ARMY CORPS OF ENGINEERS RESERVES THE RIGHT TO VISIT THE SITE WITHOUT PROTN OTTICE. JOWA D.O.T. NOT REQUIRED	PwH o-1-12 APRIL 2012 12-16 PWH 0-2-12 APRIL 2012 12-16 PWH 0-3-12 AFRIL 2012 07-16
MAINTENANCE OF SIGNS AND BARRICADES AS STATED IN ARTICLE 1107.09 SHALL APPLY ON THIS PROJECT. SIGNING ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACORDANCE WIT FORD STANDARD TO-252		
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	SIOWA ONE CALL
	Date	1-800-292-8989 []][[] = os. koosnaal.com [
	Iowa Registration Number 11452 Expiration Date 12/31/2018	
Approved	Pages or sheets covered by this seal: Pages 1 - 5	
Board of Supervisors		
	2015 AADT25V.P.D.	

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

Date:	4/18/2018	Weekly Agenda Date:	4/24/2018
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ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consider approval of county dust remediation policy

ACTION REQUIRED:

Approve Ordinance

Public Hearing

Other: Informational 🛛

Approve Resolution

Approve Motion 🗹 Attachments 🗹

EXECUTIVE SUMMARY:

The Secondary Road Department periodically reviews departmental policies with the Board of Supervisors. The Board reviewed the dust control policy on April 17th. It is presented for approval.

BACKGROUND:

The Board of Supervisors reviewed the county dust control policy after receiving complaints requesting application of dust palliatives to roads not eligible for dust control under the current county policy. Board members recommended some changes to the policy. A revised policy is being presented for Board consideration.

FINANCIAL IMPACT:

Changes to the dust control policy will impact to the county roadway maintenance budget a minimum of \$28,594. Policy revisions allow application based on live traffic count data, rather than only IDOT counts. We can't estimate the impact beyond the increased cost for roads qualifying under current DOT counts.

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 attached policy has been revised based on Board recommendations and is presented for approval.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the 2018 revised Woodbury County Dust Control Policy.



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@woodburycountylowa.gov ASSISTANT TO THE COUNTY ENGINEER Benjamin T. Kusler, E.I.T. bkusler@woodburycountyiowa.gov SECRETARY Tish Brice tbrice@woodburycountylowa.gov

> PPM #9, 2010 Revised 4/2018

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT POLICY AND PROCEDURE MEMORANDUM

SUBJECT: DUST CONTROL POLICY

Purpose

Subdivision development, signed detour traffic, road construction haul road use in the rural area creates additional traffic on gravel surfaced roads which were designed primarily for rural farm access. Fugitive dust draws frequent complaints from residents who live in rural areas. The county receives requests for dust control on roads to meet address higher traffic levels and associated dust generated by that traffic.

The county has developed this policy to address fugitive dust created by traffic in the rural area.

County Treated Roads - Participation Guidelines

1) Woodbury County will place dust control twice per year to gravel roads under the following conditions:

a) Average Daily Traffic (ADT) exceeds 150 vehicles per day as determined by the Iowa DOT quadrennial traffic counts at county expense. The county will also consider the application of dust control on roads with more than 12 houses per mile if they are adjacent to a dust treated roadway.

b) Traffic count at or in excess of 150 vpd for five consecutive days during a 7-14-day traffic count with the county owned meters. Subsequent counts will be taken at least two other times during the spring-summer-fall seasons to confirm high traffic count to be added to the regular dust control program until the next Iowa DOT count can be obtained. The later counts must show that the traffic count meets or exceeds the level required for the initial dust control application.

c) Traffic count exceeds 25 vehicles per hour for one or more hours per day for five or more days during a 7-14-day traffic count. Subsequent counts will be taken at least two other times during the spring-summer-fall seasons to confirm high traffic count to be added to the regular dust control program until the next Iowa DOT count can be obtained. The later counts must show that the traffic count meets or exceeds the level required for the initial dust control application.

2) The County will use Calcium or Magnesium Chloride for dust control.

- 3) The first application of dust control material will normally be applied between May 15 and Memorial Day, depending upon weather. The second application will be applied sometime between mid-July and mid-August depending upon road condition and weather.
- 4) Dust treated roads will be bladed and readied for winter after October 1 of each calendar year. Treated roads will all be bladed before winter conditions set in.
- 5) Schedules for application will be determined by the Woodbury County Engineer.

Resident Treated Roads - Participation Guidelines

Residents on roads that do not meet traffic requirements for county applied dust control may apply dust control at their own expense. Work in the county right of way must comply with section 318.8 of the Code of Iowa. Residents desiring dust control should contact their dust palliative applicator of choice. The applicator will contact the county and notify the engineer's office of the location for dust treatment and request road preparation and approval of the site. The county will prepare the roadway and notify the applicator that the roads are ready for spraying.

Dust control applicators may apply calcium or magnesium chloride, lignin sulfonate, or a blend of the two materials for dust mitigation on private dust palliative applications.

Detour and Haul Roads

Traffic detoured onto county gravel roads and haul road use connected with highway construction are not normal traffic as defined by Iowa Code and Administrative rules. The county engineer will arrange for the application of dust control palliative on signed detour routes and on designated haul roads. Applications will be 400 feet wide at each residential driveway and a minimum of 300 feet long at each gravel approach to an intersection on a designated haul road or detour route. Cost of dust treatment will be billed to the road authority responsible for the gravel road haul road or detour route designation.

Recommended:

Mark J. Nahra, County Engineer

Approved:

Rocky DeWitt, Chairman, Board of Supervisors

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM #12

Date: 04-18-18

Weekly Agenda Date: 04-24-18

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dan Heissel					
Nature Center HVAC System an	d roof replacement.				
	ACTION REQ	UIRED:			
Approve Ordinance	Approve Resolut	ion 🗌	Approve Motion		
Public Hearing	Other: Informatic	onal	Attachments		

EXECUTIVE SUMMARY:

The HVAC system has 15 units and one has failed and is not repairable. The system is 23 years old and life expectancy was to be 15 to 19 years. There are air flow issues and venting issues as well, there is supposed to be 2400 cubic feet per minute (CFPM) moving in and out of building and we are only moving around 500 CFPM. Once we start working on this system, I am told we are out of code and it needs to be brought up to todays standards and code. Roof is in need of replacement as it is approaching 25 years of age as well. The insulation in the roof is only 4 inches thick and needs to be replaced and get the R value up. The roof and insulation should be done in conjunction with the heating and cooling system to make this building as energy efficient as possible.

BACKGROUND:

System is a geothermal heating and cooling system that has 40 wells that are in excellent condition and have another 25 years of life expectancy. The problem is the heat pump units that provide the heating and cooling from these wells. They are of old technology and not as efficient as the newer versions. Conservation Board working alongside Building Services had a study done by Mechanical Engineer to assess our options, replacement of the whole system or unit by unit. The Conservation Board feels it is the best option for replacement of the whole system at once, this was the recommendation of the Mechanical Engineer, Baker group and Kenny with Building Services.

Roof has 25 year old asphalt shingles and has 4 inches of insulation under the deck. We need to replace with thicker insulation to get the R value up there and make the building more energy efficient. I hope to have the study back by the 24th, I have requested it, so I can have these R values and costs for you.

FINANCIAL IMPACT:

Cost of the HVAC system replacement is quoted as \$455,000 by the engineering firm. We are still waiting on roof replacement costs by architect and hope to have those by the 24th meeting. If we should get them sooner, I will get them to Dennis and the board for review before the meeting.

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:

Replace the whole HVAC system at once, not one unit at a time. I have been told this has been done on another county building and has cost the county more problems. Also replace the roof and add insulation at the same time. This would then save us money in the future by making the building more energy efficient.

ACTION REQUIRED / PROPOSED MOTION:

Fund the HVAC and roof system costs out of the FY 2019 CIP fund as recommended by Dennis, Budgeting Director.

Dorothy Pecaut Nature Center Mechanical Systems Study

Prepared by Resource Consulting Engineers, LLC

April 5, 2018





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PAGE 2

2.0 Study Overview

The Dorothy Pecaut Nature Center is a stand-alone facility that serves as the home of the Woodbury County Conservation Department. The facility includes nature education areas, meeting spaces, offices, and storage. It is located inside the Stone State Park, to the north of Sioux City. Several trails start at the nature center that lead into Stone State Park. The building was constructed in 1996 and has had no major renovations. The existing mechanical systems are generally original, dating to 1996.

This study is focused on the building mechanical systems and documents current or potential issues with systems from calculations, analysis, and feedback from building staff. As some issues have been identified with building mechanical systems, the overarching goal of the study is to provide a recommended path forward for these systems. The With this goal in mind, the study is focused on verifying whether a direct equipment replacement is appropriate, or if some modifications to existing building mechanical systems would benefit the facility and the Conservation Department moving forward. The study provides information related to calculations and analysis performed, and describes options to address these issues, along with expected budget costs to implement recommended options.

- Ventilation Heat Pump (1):
 - Heat pump configured to condition outdoor air to provide ventilation to building.
 - Provides ventilation by connecting into the return air duct of other heat pumps.



Figure 3.2: GHEX Circulation Pumps and Ventilation Heat Pump

- GHEX Circulation Pumps (2):
 - Two base-mounted end-suction circulating pumps are configured to provide water flow through GHEX and then to packaged WSHP units located throughout the building
 - Pumps operate with constant-volume flow
- Building Automation System:
 - A central building automation system is connected to the Ventilation Heat Pump and the GHEX Circulation Pumps – this system is antiquated, and has no communication capabilities outside of the building

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<u>configured to provide remote access for monitoring and alarming – this system will</u> <u>improve operating capabilities, and may help to reduce energy consumption</u>

- Staff entrance is cold during the winter time:
 - Observation and Analysis: The staff entrance experiences low temperature in the winter due to traffic through the exterior doors and limited conditioning capacity from a single diffuser
 - <u>Recommendation: Consider adding an dedicated equipment to condition the space (may</u> be heat pump or VRF equipment)



Figure 4.1: A single air diffuser serves the entire employee entrance Rm. 106

- Restrooms have temperature control issues during heating season (Women's is cold and Men's is hot):
 - Observation and Analysis: Doors were added to the restroom in place of an opening, but the supply air to the space was not increased – it appears that this reduced the amount of conditioned air pulled through the room, likely negatively impacting space temperature control – the women's restroom also has east facing exterior wall – additionally, the thermostat for the WSHP unit serving the spaces is outside of the restrooms
 - o Recommendation: Two solutions to this problem are being considered
 - Add a transfer grille to allow conditioned air from the lobby to enter the bathroom and balance the pressure in the room
 - Add capacity to the heating/cooling in the restrooms

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5.0 Implementation Options

<u>General</u>

In general, there are two possible approaches to addressing the issues identified in this study. One option would be to implement recommended changes as separate small projects. The expected benefits to this approach would be:

• Smaller individual project costs for each individual phase of work (not total project costs)

The drawbacks to this approach would be:

- Higher total cost to implement projects
- Potential for multiple generations of equipment to be installed throughout the building, reducing efficiency of maintenance
- Potential for more interruptions to building operations

The other option for implementation would be to complete a single project to address all recommended changes. The expected benefits to this approach would be:

- All work completed at a single time, to limit interruptions to operations to a single project
- All equipment from one generation should improve maintenance efficiency
- Controls all installed at once, and coordinated throughout the system
- Lower overall cost to complete all work

The drawbacks to this approach would be:

Largest upfront cost

Appendix A: Detailed Equipment Info

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	Peop	ole Dissatisfied (9	6)		
VRF	Proposed	9-			
	-		Max.		
Location	Min. Val.	Min. Time	Val.	Max. Time	Mean
001 - ENTRY	5	10:30,17/May	43	04:30,20/Jan	13
003 - LOBBY	5	21:30,24/Mar	34	05:30,08/Aug	11
004 - STAIR	5	22:30,08/Nov	64	11:30,13/Jun	21
006 - ELEV.	5	22:30,30/Apr	37	06:30,12/Juł	11
009 - RECEP	5	00:30,20/Oct	43	07:30,07/Dec	12
010 - OFFICE CIR.	5	09:30,17/Jan	37	05:30,20/Jan	11
011 - NAT. OFFICE	5	19:30,20/Apr	42	06:30,26/Jan	12
013 - SUPV. OFFICE	5	03:30,18/May	43	01:30,20/Jan	12
014 - WORK ROOM	5	15:30,26/Oct	36	04:30,08/Aug	10
015 - MEN	5	08:30,28/Apr	31	05:30,08/Aug	9
016 - WOMEN	5	13:30,19/Feb	32	05:30,20/Jan	9
017 - LUNCH ROOM	5	09:30,28/Oct	39	20:30,07/Aug	12
018 - DIR. OFFICE	5	02:30,20/Oct	47	01:30,20/Jan	13
019 - HALL	5	13:30,23/Apr	70	01:30,20/Jan	13
020 - ASST. NAT.					
OFFICE	5	15:30,14/Mar	43	04:30,26/Jan	12
012 - ASST. NAT.	_	00 00 05 /0 1	40	07.00.00//	40
OFFICE	5	08:30,25/Mar	43	07:30,26/Jan	12

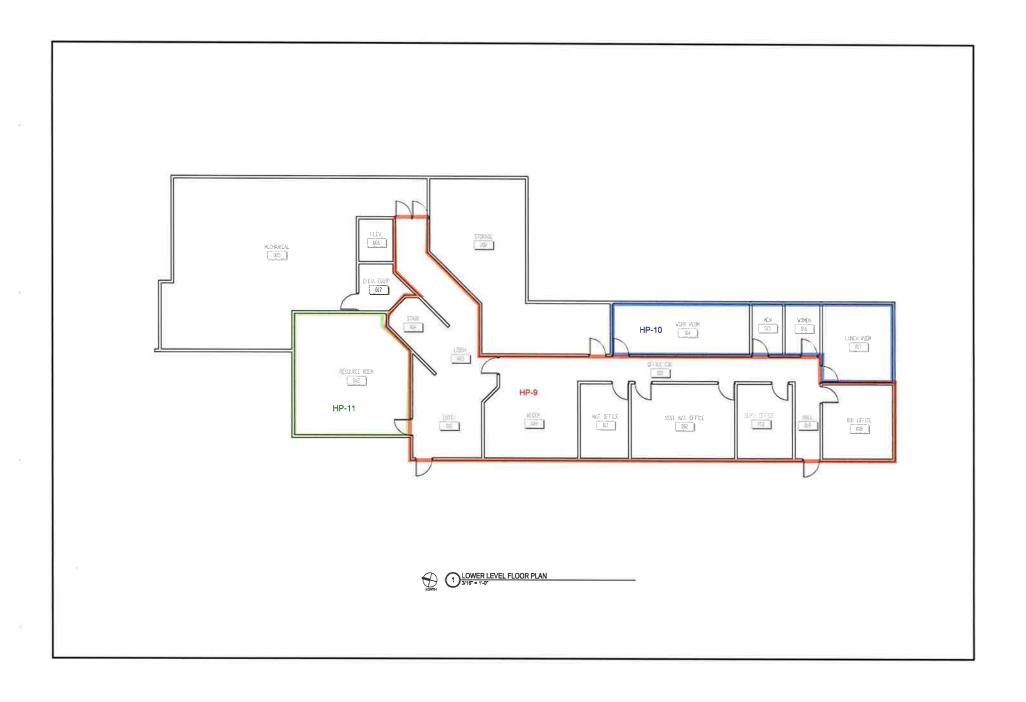
Table A.1: Projected Discomfort Current System Vs. VRF System

Appendix B: Existing Zoning Diagram

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Appendix D: Opinion of Cost Information

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Woodbury County Conservation Dorothy Pecaut Nature Center - Mechanical System Study



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4/5/2018

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System	Area/Quantity	Mat	terial Cost (\$/SF		Labor Cost	Safety Factor (%)	Overhead/Profit		Total Cost	Note
System	Area/Quantity		or \$/Qty)	(\$/	(SF or \$/Qty)	Sarety Factor (%)	Overnead/Profit		Total Cost	INOL
Mechanical Systems										
Heat Pump Demolition	12	\$		\$	750.00	10%	15%	\$	11,385.00	
Heat Pumps	6	\$	4,500.00	S	1,500.00	10%	15%	Ŝ	45,540.00	
DOAS Ductwork	1	\$		\$	25,000.00	10%	15%	Ş	47,437.50	
DOAS Piping	1	S	5,000.00	\$	12,500.00	10%	15%	Ŝ	22,137.50	
Diffusers/Registers/Grilles	0	S			75.00	10%	15%	S		
New DOAS AHUS	F	S	50,000.00	\$	25,000.00	10%	15%	S	94,875.00	
New DOAS Supply Air Terminal Units	6	S	1,500.00	S	1,500.00	10%	15%	\$	22,770.00	
leat Pump Piping Modifications	6	S	250.00	ŝ	500.00	10%	15%	S	5,692,50	
Pump Replacement	2	Š	3,000.00	Ś	5,000.00	10%	15%	S	20,240.00	
/RF Equipment	1	S	24,000.00	S	24,000.00	10%	15%	S	60,720.00	
Controls	1	Ŝ	40,000.00	\$		10%	15%	S	50,600.00	
Mechanical Total:								\$	381,397.50	
		-		_						
lectrical Systems										
leat Pumps	1 11	S		ŝ	250.00	10%	15%	S	3,478.75	
ire Alarm	1 1	s	2.000.00	S	-	10%	15%	S	2.530.00	-
Power Distribution	3	Ŝ	500.00	Ś	1,000.00	10%	15%	S	5,692.50	-
ectrical Total:		۴,	000.00	÷	1,000,000	10.4	10.0	S	11,701.25	-
										-
Plumbing Systems										_
Condensate Drains	8	S	500.00	Ś	500.00	10%	15%	ŝ	10,120.00	r
Plumbing Total:		Ť		-				Ś	10,120.00	-
		_		-	-					-
eneral Construction										
eiling Work at Replaced Heat Pumps	5	Ś		S	500.00	10%	15%	S	3,162.50	-
ieneral Total:				-				Ś	3,162.50	
		-								
						Projecte	d Construction Cost:	\$	406,381.25	
				_						
esign and Commissioning Fees				-						
Consulting Engineer/Architect	1	Ś	-	Ś	25,000,00	0%	0%	Ŝ	25,000,00	
ommissioning (including TAB)	8,000	ŝ	2	Ś	1,50	10%	0%	Ś	13.200.00	-
rinting Costs	0,000	ŝ		S	1.55	10%	0%	\$	10,200,00	
ther Soft Costs	-	ŝ		Ŝ	8,127.63	10%	0%	Š	8,940,39	
Design and Commissioning Total:		0		9	0,121.00	10%	0.0	S	47,140.39	-
corgn and Commissioning Foldi,								Ŷ.	41,140.05	-
							Total Project Cost:	ċ	453,521.64	r—
							Total Project Cost	ð	400,021,04	

NOTES:

Project and Climate

DP Nature Center IES Model

IES VIRTUAL ENVIRONMENT

VE 2017 IES

Project file	DP Nature Center IES Model.mit
HVAC file) 😂 E
Model floor area	19,884.5 ft²
Building conditioned floor area	19,884.5 ft²
Building conditioned volume	234,330.5 ft ³
Number of conditioned rooms	52
Load analysis methodology	ASHRAE Heat Balance Method
Calculated	2018/03/27 09:36
Version No.	2017.2.0.0

Location Data

Location	Sioux City Sioux Gateway Airport, Iowa
Latitude	42.39 N
Longitude	96.38 W
Altitude	1,102.4 ft
Time Zone	6.0 hours behind GMT

Design Weather Data	
Source	ASHRAE design weather database
Monthly percentile:	
For heating loads design weather	99.60 %
For cooling loads design weather	0.40 %
Barometric pressure	28.7576 inHg
Air density	0.0749 lb/ft ³
Air specific heat	0.7886 Btu/lb·°F
Density-specific heat product	0.0591 Btu/ft ^{3.} °F
Summer ground reflectance	0.2
Winter ground reflectance	0.2
Carbon dioxide (ambient)	400.00 ppm

 Cooling Calculation Data — Results file 	Room Zone Load.clg	
Calculated	2018/03/27 09:36	
Profile Month	May - Sep	
Max outdoor temp. dry bulb	97.3 °F	
Max outdoor temp, wet bulb	77.2 °F	
 Heating Calculation Data — 		
Results file	Room Zone Load.htg	
Calculated	2018/03/27 09:36	
Profile Month	Jan	
Outdoor winter design temp	-7.8 °F	
- Project Loads Summary		
Cooling load peak	255.17 kBtu/h	
Cooling load density	12.83 Btu/h·ft²	
Heating load peak	191.36 kBtu/h	
	9.62 Btu/h·ft²	

