A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, NOVEMBER 25, 2014

ITEMS OF BUSINESS

10:00 a.m. 1. Call Meeting to Order, Approval of Minutes of November 18, 2014, Meeting

10:01 a.m. 2. Discussion and Approval of Claims

10:03 a.m. 3. Human Resources – Ed Gilliland
   a. Approval of Memorandum of Personnel Transactions
   b. Authorize Chairman to Sign Authorization to Initiate Hiring Process

10:04 a.m. 4. Board Administration/Public Bidder – Karen James
   a. Approval of Lifting Tax Suspension for H. G.
   b. Approval of Resolution for Notice of Property Sale

10:05 a.m. 5. Board Administration – Dennis Butler
   a. Discussion and Action on Setting the Hearing Date for Budget Amendment #1 for December 9th at 10:15
   b. Discussion and Action on Award of Prairie Hills Roofing and Gutter Project to J.C. Roofing (Bid Opened September 30, 2014)

10:15 a.m. (Set time)
   c. Not to Exceed $900,000 General Obligation Capital Loan Note, Series 2014B
      1. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the County Thereunder
      2. Approval of Resolution Instituting Proceeding to Take Additional Action

10:20 a.m. 6. Discussion of Process of Emergency Management Commission

10:25 a.m. 7. Social Services Coordinator – Patty Erickson-Puttmann
   Re: Discussion and Action on Amendment of 28E Agreement for Sioux Rivers Regional Mental Health and Disabilities Services

10:28 a.m. 8. Secondary Roads – Mark Nahra
   a. Consider Approval of Contract for Bridge Inspection Services for 2015
   b. Consider Approval of Purchase Agreement of Easement for Public Highway – Jon. J. Jolin and Lucretia Groves – Jolin
   c. Consider Approval of Purchase Agreement of Easement for Public Highway – Jolin Glass Co. Inc.
   d. Consider Approval of Purchase Agreement of Easement for Public Highway – Jim O'Malley etal
   e. Consider Approval of Purchase Agreement of Easement for Public Highway CF Industries Nitrogen, LLC

10:35 a.m. 9. Hearing of any Individual/Group to Make a Presentation of Item(s) Not On the Agenda And Supervisors' Concerns

10:40 a.m. 10. Closed Session General Relief Appeal Hearing for A. J. {Iowa Code Section 21.5 (1) (a)}

A G E N D A

WOODBURY COUNTY BOARD OF SUPERVISORS

TUESDAY, NOVEMBER 25, 2014

Adjourn Board of Supervisors Meeting
Begin Orton Slough Drainage District Trustee Meeting

10:50 a.m. 11. Re: Approval of Request for Professional Engineering Consulting Services

Adjourn Orton Slough Drainage District Trustee Meeting

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, NOV. 24	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds,
TUESDAY, NOV. 25	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F
MONDAY, DEC. 1	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, DEC. 2	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, DEC. 3	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, DEC. 4	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, DEC. 9	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, DEC. 10	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, DEC. 11	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, DEC. 16	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, DEC. 17	**12:00 noon**	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, DEC. 18	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, DEC. 22	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa.
TUESDAY, DEC. 23	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F

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

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

November 18, 2014 — FORTYSIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 18, 2014 at 10:00 a.m. Board members present were Boykin, Monson, Smith, Clausen and Ung. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order.

Motion by Monson second by Smith to approve the minutes from the 11/10/14 Board meeting. Carried 5-0. Copy filed.

2. Motion by Smith second by Ung to approve the County's claims totaling $924,746.48. Carried 5-0. Copy filed.

8a. A public hearing was held at 10:15 a.m. for the sale of property parcel #228300 (1511 Wabash St.).

The Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Monson to close the public hearing. Carried 5-0.

Motion by Monson second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Davey & Cathrin Watterson, 1501 Wabash St., Sioux City, for real estate parcel #228300 (1511 Wabash St.) for $256.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,099

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

By Davey Watterson & Cathrin Watterson in the sum of **Two Hundred Fifty-Six Dollars & 00/100 ($256.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #228300

Lot Four in Block Seven Highland Park Addition to Sioux City, in the County of Woodbury and State of Iowa (1511 Wabash 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 LESS 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 18th Day of November, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

3. Motion by Clausen second by Smith to approve the appointment of Kyle Wiig, Civilian Jailer, Sheriff Dept., effective 11/19/14, $17.14/hour. Job Vacancy Posted 9-10-14. Entry Level Salary: $17.14/hour.; the appointment of Shannon Gehrig, Case Manager, Social Services Dept., effective 11/24/14, $19.35/hour. Job Vacancy Posted 10-1-14. Entry Level Salary: $19.35/hour.; and the reclassification of James Loomis, Asst. County Attorney, County Attorney Dept., effective 12/1/14, $86,362/year, 3%=$2,812/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 11 to Step 12. Carried 5-0. Copy filed.

4. Motion by Monson second by Clausen to approve renewal of a 1-year Class C Beer permit with Sunday sales privileges for Chet's Moville Market, 741 Frontage Road, Moville, Iowa, effective 11/12/14 through 11/11/15. Carried 5-0. Copy filed.

5. Motion by Smith second by Clausen to receive the Sheriff's Civil Division 1st Quarter and Year to Date Report. Carried 5-0. Copy filed.

6a. Motion by Monson second by Ung to refer to Zoning Commission for Public Hearing and recommendation regarding Re-Zoning request and Zoning Map Amendment Application by Owner Ronald and Linda M. Clausen. Carried 4-0; Clausen abstained. Copy filed.

6b. Motion by Monson second by Smith to receive for consideration the final platting for Clausen Acres Addition – a Minor Subdivision and to refer to the Zoning Commission for public hearing and recommendation. Carried 4-0; Clausen abstained. Copy filed.

The Planning and Zoning office requested the record of this meeting reflect the fact that certain Zoning Commissioners own or control property in proximity to the proposed Ronald and Linda Clausen re-zoning petition as well as the proposed subdivision application for Clausen Acres Addition. In one Commissioner's case the nearby ownership is by immediate family members of the Commissioner.

7a. Motion by Monson second by Ung to approve and authorize the Chairperson to sign a letter of support for the City of Onawa TIGER Grant. Carried 5-0. Copy filed.

7b. There was a wrap-up provided on the United Way employee contribution campaign.

8b. Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution approving petition of suspension of taxes for Carolyn Merchant, 3319 6th St., Sioux City, parcel #894726327013. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,100
RESOLUTION APPROVING PETITION OF SUSPENSION OF TAXES

WHEREAS, Carolyn Merchant, is the titleholder of property located at 3319 – 6th St., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 26 327 013

EDEN PARK LOTS 44 THRU 45 INCL S 1/2 ADJ VAC E-W

WHEREAS, Carolyn Merchant, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, 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 grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 18th day of November, 2014.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8c. Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a Resolution approving petition of suspension of taxes for Kenneth Long, 1131 Meadowview Ct., Sioux City, parcel #894736904001. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,101
RESOLUTION APPROVING PETITION OF SUSPENSION OF TAXES

WHEREAS Kenneth D. Long, as titleholder of a property located 1131 Meadowview Ct., Sioux City, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 36 904 001

DEER HOLLOW POINTE C UNIT 13 & 1/52 INT IN & TO COMMON AREA

WHEREAS, Kenneth D. Long of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, 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 grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 18th day of November, 2014.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8d. Motion by Monson second by Clausen to approve and authorize the Chairperson to sign a Resolution approving petition of suspension of taxes for Joyce Smith, 3736 7th Ave., Sioux City, parcel #884706254009. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,102
RESOLUTION APPROVING PETITION OF SUSPENSION OF TAXES

WHEREAS, Joyce M. Smith as titleholder of property located at 3736 7th Ave., Sioux City, Woodbury County, Iowa, and legally described as follows:

Parcel # 8847 06 254 009

BARCLAY PLACE LOT 10 BLK 1

WHEREAS, Joyce M. Smith as titleholders of the aforementioned real estate has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 1997 Iowa Code section 427.9, 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 grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 18th day of November, 2014.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9. Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a contract and bond for Project #L-B(P6)—73-97, grading of 220th and Grundy Ave. Section 23, Moville Township. Carried 5-0. Copy filed.

10. Motion by Clausen second by Monson to approve Viewing Station Replacement PC CCTV System Recording and Camera Additions Woodbury County Jail. Carried 5-0. Copy filed.

11. The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

There was a discussion on the operation of Emergency Services in Woodbury County. Mr. Ung asked that a formal discussion be placed on the agenda for the next meeting.

The Board adjourned the regular meeting until November 25, 2014.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 25, 2014

*** 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
Martindale, Isaac	Secondary Roads	11-26-14	Equipment Operator	$20.71/hour		A	Job Vacancy Posted 9-23-14. Entry Level Salary: $20.71/hour
Huffman, Earlina	Social Services	11-26-14	Case Manager	$19.35/hour		A	Job Vacancy Posted 10-1-14. Entry Level Salary: $19.35/hour.
Peterson, Bret	Secondary Roads	11-26-14	Equipment Operator			S	Resignation.
Vaughn, James	Secondary Roads	12-04-14	Equipment Operator	$21.35/hour	3%=$.64/hr	E	Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.
Lake, Timothy	Building Services	12-11-14	Lead Custodian	$17.71/hour	7%=$1.22/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 2/Step 4 to Grade 2/Step 5.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR Gloria Mollet

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: November 25, 2014

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Equipment Operator	CWA Secondary Roads: $20.71/hour		
	*Please see attached memo.			

Chairman, Board of Supervisors

(AUTHFORM.doc/FORMS)

Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: November 17, 2014

Subject: Moville District Maintenance Vacancy

With the resignation of Bret Peterson from District 2-Moville, a vacancy is created in the secondary road department. The Moville district has already reached my recommended temporary staffing level of one FTE below FY 2009 level and Mr. Peterson's resignation leaves us one employee short of that adjusted staffing level in this district.

RECOMMENDATION: It is my recommendation that we fill the vacant position created by the resignation of Bret Peterson at Moville. I would like to advertise to fill this vacancy as soon as possible. It is my hope that by posting the jobs internally as soon as possible and advertising to the public as soon as possible so that we will be able to fill the position at Moville quickly.

Thank you for your consideration.

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

DATE: November 21, 2014

RE: Lifting of Tax Suspensions

Please lift the tax suspension for H. G., as this property has been sold.

Thank you.

Attachment

WOODBURY COUNTY, IOWA

RESOLUTION # 11,078

RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES

WHEREAS, Howard Gerson is the titleholder of properties located at 1314 S. Paxton Street, Sioux City, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 35 380 005

REDERICHS LOT 13 BLK 6

WHEREAS, Howard Gerson is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, 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 grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 16th day of July, 2013.

WOODBURY COUNTY BOARD OF SUPERVISORS

Larry D. Clausen

Larry D. Clausen, Chairman

ATTEST:

Patrick F. Gill

Patrick F. Gill,
Woodbury County Auditor/Recorder

Please Lift
Sold -
DM 11-19-14

JUL 19 2013
DM

RESOTXSU.doc

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #109635

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

Lots 10, 11, and 12 in Block 11 of Cohen & Marks Addition to the City of Sioux City, Woodbury County, Iowa
(3800 9th Street)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **9th Day of December, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor 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 **9th Day of December, 2014**, 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 $331.00** 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 25th Day of November, 2014.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

George W. Boykin, Chairman

REQUEST FOR MINIMUM BID

Name: David Bertrand Date: 11/26/13

Address: 4000 10th Street Phone: 277-4382

Address or approximate address/location of property interested in:

3800 9th St.

#GIS# 894726258003

*This portion to be completed by Board Administration *

Legal Description:

Lots 10, 11, and 12 in Block 11 of Cohen & Marks Addition to the City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: 6/16/08 # 1138 Parcel # 109635

Tax Deeded to Woodbury County on: 11/14/14

Current Assessed Value: Land $3,500 Building Ø Total $3,500

Approximate Delinquent Real Estate Taxes: $1,323

Approximate Delinquent Special Assessment Taxes: $20,184

*Cost of Services: $81

Inspection to: Larry Clausen Date: 11/26/13

Minimum Bid Set by Supervisor: $250

Date and Time Set for Auction: December 9th, 2014 @ 10:15

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 11/18/2014

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2012
- 2013
- 2014
- Parcels

Parcel ID	894726258003	**Alternate ID**	109635	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	3800 9TH ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description COHEN & MARKS
LOTS 10-11-12 BLK 11
(Note: Not to be used on legal documents)

Last Data Upload: 11/18/2014 1:05:41 AM

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Woodbury County, IA / Sioux City

beacon™

Date Created: 11/18/2014

Parcel ID	894726258003	**Alternate ID**	109635	**Owner Address**	WOODBURY COUNTY WOODBURY COUNTY COURTHOUSE 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	3800 9TH ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description COHEN & MARKS
LOTS 10-11-12 BLK 11
(Note: Not to be used on legal documents)

Last Data Upload: 11/18/2014 1:05:41 AM

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2014 PRAIRIE HILLS ROOF/GUTTER REPAIRS

A) LARGE ROOF	$65,750.00 pd.
D) GUTTERS FOR LARGE ROOF	$34,160.00
SMALL ROOF	$11,250.00
D) GUTTERS FOR SMALL ROOF	$ 6,500.00

$9,250.00 IN COPPER TO GO TOWARD THE BILL

Board Meetings

Meeting September 30, 2014

SEPTEMBER 30, 2014 — FORTYTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

Print

The Board of Supervisors met on Tuesday, September 30, 2014 at 10:00 a.m. Board members present were Boykin, Tripp, Monson, Clausen, and Smith. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

The meeting was called to order.

Motion by Monson second by Tripp to approve the minutes of the 09/23/2014 Board meeting. Carried 3-0; Clausen and Smith abstained. Copy filed.

Motion by Tripp second by Monson to approve the County's claims totaling $513,741.49. Carried 5-0. Copy filed.

Motion by Smith second by Clausen to approve the appointment of Terry Boyle, Equipment Operator, Secondary Roads Dept., effective 10/06/14, $20.71/hour. Job Vacancy Posted 7-30-14. Entry Level Salary: $20.71/hour; the appointment of Cory Gaston, Civil Engineer Intern, Secondary Roads Depts., effective 10/06/14, $52,000/year. Job Vacancy Posted 7-16-14. Entry Level Salary: $50,000-$55,000/year.; and the reclassification of Jason Elliott, M.V. Clerk II, County Treasurer Dept., effective 10/11/14, $16.43/hour, 5%=$.78/hr. Per AFSCME Courthouse Contract agreement, from Grade 3/Step 2 to Grade 3/Step 3. Carried 5-0. Copy filed.
Motion by Tripp second by Clausen to approve and authorize the Chairperson to sign an "Authorization to Initiate Hiring Process" for Asst. County Attorney-U.S. HIDTA Grant, County Attorney Dept., Wage Plan: To Be Determined by Grant Funding and for (2) Case Managers, Social Services Dept., Wage Plan: $19.35.hour. Carried 5-0. Copy filed.
Motion by Clausen second by Tripp to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #570825, 2220 Riverside Blvd., Sioux City. Carried 5-0.

RESOLUTION #12,083

NOTICE OF PROPERTY SALE

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

Lot Four Block Five Sioux City Davis Addition in the County of Woodbury and State of Iowa

(1408 W. 4th Street)NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of October, 2014 at 10:15 o'clock a.m.** in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of October, 2014,** 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 $188.00 plus recording fees.

Dated this 30th Day of September, 2014.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Opening of bids for Prairie Hills Restroom Remolding.

The bids are as follows:

Audino Construction	$41,203.00
Sands Construction	$39,224.36
HCI Construction	$32,894.00

Motion by Clausen second by Smith to receive the bids for Prairie Hills Restroom Remolding and refer them for review and recommendation. Carried 5-0. Copy filed.

Opening of bids for Prairie Hills Roofing.

The bids are as follows:

Winkler Roofing	$130,590.00
J.C. Roofing	$117,660.00
HCI Construction	$137,724.00

Motion by Smith second by Clausen to receive the bids for Prairie Hills Roofing and refer them for review and recommendation. Carried 5-0. Copy filed.

Opening for bids for Repair on Front of Trosper-Hoyt Building.

The bids for front wall repairs are as follows:

Sands Construction	$3,760.78
HCI Construction	$11,030.00 + $5,432.00 to cover entire 11' concreter to doorway

The bids for stairway and railing are as follows:

Audino Construction	$7,922.00
HCI Construction	$8,824.00
Sands Construction	$6,068.00

Motion by Tripp second by Monson to receive the bids for Repair on Front of Trosper-Hoyt Building and refer them for review and recommendation. Carried 5-0. Copy filed.

Opening of bids for Tuck Pointing on the Law Enforcement Center.

One bid was received and not opened.

Motion by Smith second by Clausen to postpone action to receive the bids for Tuck Pointing on the Law Enforcement Center. Carried 5-0.

Bob Scott, Mayor of the City of Sioux City, Jon Winkel, Mayor of the City of Sergeant Bluff and Dan Moore, Member of the City Council of the City of Sioux City discussed a letter for an Intersection Justification Report with the Board.

Motion by Tripp second by Monson to postpone action to approve and authorize the Chairperson to sign a letter for IJR Justification Report in the Proximity of Mile Marker #138. Carried 5-0. Copy filed.

Motion by Smith second by Tripp to approve the Online Marketing Campaign. Carried 5-0. Copy filed.

The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

Diane McTeer, Juvenile Detention employee, asked the Board about how a candidate for Supervisor obtained the addresses of county employees.

The Board adjourned the regular meeting until October 7, 2014.

RECEIVE **AGENDA BY EMAIL**

Subscribe Unsubscribe

Board Meetings

Meeting October 28, 2014

October 28, 2014 — FORTYFOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

Print

The Board of Supervisors met on Tuesday, October 28, 2014 at 10:00 a.m. Board members present were Boykin, Monson, Smith, and Clausen. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

The meeting was called to order.

Motion by Monson second by Smith to approve the minutes from the 10/21/14 Board meeting. Carried 4-0. Copy filed.

Motion by Clausen second by Monson to approve the County's claims totaling $362,593.43. Carried 4-0. Copy filed.

Motion by Smith second by Monson to approve the separation of David Tripp, Board Member, Board of Supervisors Dept., effective 10/24/14, resignation and the appointment of Shawn McKenna, Civilian Jailer, County Sheriff Dept., effective 11/13/14, $17.14/hour. Job Vacancy Posted 9-10-14. Entry Level Salary: $17.14/hour. Carried 4-0. Copy filed.

Motion by Clausen second by Smith to approve and authorize the Chairperson to sign an "Authorization to Initiate Hiring Process" for (1) P/T Courthouse Safety & Security Officer, Courthouse Safety & Security Dept., AFSCME Courthouse: $14.96-$16.43.hour. Carried 4-0. Copy filed.

There was a discussion on the Health and Wellness Fair for county employees.

There was an update on the financial condition of the Woodbury County Health Plan.

Motion by Monson second by Smith to approve the purchase of a used roller for secondary roads. Carried 4-0.

A public hearing was held at 10:15 a.m. for the sale of property parcel #074040 (1110 Rustin Ave.).

Then the Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Monson to close the public hearing. Carried 4-0.

Motion by Clausen second by Monson to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Carol Goulette, 1117 Helen St., Sioux City, for real estate parcel #074040 (1110 Rustin Ave.) for $276.00 plus recording fees. Carried 4-0.

RESOLUTION OF THE BOARD OF SUPERVISORS

OF WOODBURY COUNTY, IOWA

RESOLUTION #12,092

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

By Carol Goulette in the sum of Two Hundred Seventy-Six Dollars & 00/100 ($276.00)----------dollars.

For the following described real estate, To Wit:

Parcel #074040

Lots Thirteen and Fourteen Block Twenty-Four Booges and Taylor Addition in the County of Woodbury and State of Iowa

(1110 Rustin 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 LESS 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 28th Day of October, 2014.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Motion by Monson second by Smith to approve and authorize the Chairperson to sign a Resolution to Reclassify Farm to Market Roads Near Sergeant Bluff. Carried 4-0.

WOODBURY COUNTY

FARM TO MARKET REVIEW BOARD APPLICATION RESOLUTION

RESOLUTION #12,093

WHEREAS, a county may apply for modifications to its farm to market system to add or subtract mileage from its system, to accept or delete highways gained or lost through jurisdictional transfers, or to change the classification of roads within its system, and

WHEREAS, the Board of Supervisors of Woodbury County has consulted with its County Engineer and desires to modify its farm to market road system to provide continuity of intracounty and intercounty routes, to meet the needs of existing or potential traffic, to better meet land use needs, or to provide a more suitable location for a farm to market route, and

WHEREAS, application for modifications to any county's farm to market system must be made to the Farm to Market Review Board per the requirements of Code of Iowa Section 306.6,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY that this county is formally requesting that the Farm to Market Review Board approve the following modifications to its farm to market system:

Road segments proposed for addition to the farm to market system:

1) Beginning approximately 250 feet NE of the intersection of Banner Road and Port Neal Road a new road on new alignment running approximately 3200 feet to the intersection of Old Highway 75 (FM Route K25) and 220th Street.

Total Mileage added to the Farm to Market System: _0.60_____ miles

Road segments proposed for deletion from the farm to market system:

1. Beginning approximately 250 feet NE of the intersection of Banner Road and Port Neal Road then north to the city limits of Sergeant Bluff: Total 0.180 miles

2. Beginning at the south city limits of Sergeant Bluff, one half of the distance to the center of Section 31, T88N, R47W, 1320 feet: Total 0.125 miles

Total Mileage deleted from the Farm to Market System: ____0.305___ miles

Road segments proposed for deletion from the farm to market extension system:

1. Beginning at the center of section 31, T88N, R47W thence north approximately 3960 feet to the intersection of Port Neal Road and 1st Street Sergeant Bluff (210th Street or D38 in Woodbury County: Total 0.750 miles

Total Mileage deleted from the farm to market extension system: 0.750_miles

The board of supervisors of Woodbury County, in lawful session this 28th day of October, 2014 hereby adopts this farm to market modification resolution.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Motion by Smith second by Monson to approve the lifting of taxes for Anthony & Debra Juarez, 2232 Isabella St., Sioux City, Parcel #894720180006. Carried 4-0. Copy filed.

Motion by Smith second by Clausen to award the bid for 2015 Chevy 3500 Medium Duty Truck to Billion Auto for $42,702.00. Carried 4-0. Copy filed.

Awarding of bids for CIP Projects.

A 1. Motion by Smith second by Monson to award the bid for Roof for Prairie Hills to J.C. Roofing and Insulation for $65,750.00. Carried 4-0. Copy filed.

2. Motion by Clausen second by Smith to award the bid for Remodel Bathroom for Prairie Hills to HCI Construction Company for $32,894.00. Carried 4-0. Copy filed.

3. Motion by Clausen second by Monson to award the bid for Steps and Handrail Repair for Trosper-Hoyt to Sands Construction for $6,068.00. Carried 4-0. Copy filed.

D Motion by Smith second by Clausen to approve the reattachment of the gutters at the Prairie Hills facility. Carried 4-0.

The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

Sandra Nation addressed the Board about concerns with the Teen Court program.

There was no hearing held for S.H. to appeal a General Relief decision.

The Board adjourned the regular meeting until November 4, 2014.

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ORIGINAL

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:	The Board of Supervisors of Woodbury County, State of Iowa.
Date of Meeting:	November 25, 2014.
Time of Meeting:	10:15 o'clock A.M.
Place of Meeting:	Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

Not to Exceed $900,000 General Obligation Capital Loan Notes, Series 2014B.

- Public hearing on the authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder.
- Resolution instituting proceedings to take additional action.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Chairperson pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

_____
County Auditor, Woodbury County, State of Iowa

November 25, 2014

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at 10:15 o'clock A.M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

_____

_____

Absent: _____

* * * * * * *

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan Agreement and the issuance of not to exceed $900,000 General Obligation Capital Loan Notes, Series 2014B, in order to provide funds to pay costs of construction, reconstruction, improvements and repairs or equipping of bridges, roads and culverts which assist in economic development which creates jobs and wealth, an essential county purpose, and that notice of the proposed action by the Board to institute proceedings for the authorization of the Loan Agreement and the issuance of the Notes, had been published pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, as amended.

The Chairperson then asked the Auditor whether any written objections had been filed by any county resident or property owner to the proposal. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections to the proposal and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $900,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014B" and moved:

☐ that the Resolution be adopted.

☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings for the issuance of bonds to the meeting to be held at _____ o'clock _____.M. on the _____ day of _____, 2014, at this place.

Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $900,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2014B

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of not to exceed $900,000 General Obligation Capital Loan Notes, Series 2014B, for the purpose of paying costs of construction, reconstruction, improvements and repairs or equipping of bridges, roads and culverts which assist in economic development which creates jobs and wealth, and has considered the extent of objections received from residents or property owners as to the proposal and, accordingly the following action is now considered to be in the best interests of the County and residents thereof:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization of a Loan Agreement and issuance in the manner required by law of not to exceed $900,000 General Obligation Capital Loan Notes, Series 2014B, to evidence the obligation thereof for the foregoing purpose.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 25th day of November, 2014.

_____
Chairperson

ATTEST:

_____
County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor and Secretary of the Board of Supervisors of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2014.

_____
County Auditor for the Board of Supervisors of
Woodbury County, State of Iowa

(COUNTY SEAL)

01066026-1\18799-021

28E AGREEMENT FOR

SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as Sioux Rivers Regional Mental Health and Disabilities Services ("Sioux Rivers Regional MHDS" or "the Region").

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The initial member counties are: Plymouth, Sioux and Woodbury. County membership may, however, change from time to time as provided in this Agreement and the current member counties at any time shall be referred to as the "member counties" in this Agreement.

SECTION 2: PURPOSE AND GOALS

The member counties entered into this 28E Agreement to create a mental health and disabilities services region as described in the Iowa Code to provide local access to mental health and Disabilities services and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged. Further, the 28E entity is subject to the open records and open meetings requirements of Chapter 21 and 22 of the Code of Iowa.

SECTION 3: TERM AND TERMINATION

3.1 Term. This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the "Effective Date").

3.2 Termination. The term of this Agreement shall be perpetual, unless terminated by: a repeal or amendment of the Iowa Code sections that result in the elimination of a statutory requirement for mental health services to be provided through a regional format; **and/or** a majority of the member counties approve termination of Sioux Rivers Regional MHDS.

3.3 Wind Up of Region. In the event the Agreement is terminated as provided in Section the Governing Board shall begin winding down Sioux Rivers Regional MHDS. If all the requirements in Section 3.2 are met by or on December 1 of any year, then this Agreement will terminate effective for the succeeding June 30th. If all the requirements in Section 3.2 are met after December 1 of any year, then this Agreement will terminate effective one calendar year from the succeeding June 30th.

3.4 Distribution of Assets. In the event this Agreement is terminated and Sioux Rivers Regional MHDS is dissolved, all property of Sioux Rivers Regional MHDS shall be delivered, assigned and conveyed to the member counties, pro rata based on initial contributions, to each member county.

SECTION 4: GOVERNANCE

4.1 Governing Board of Directors: The Governing Board of Directors shall be comprised of the following members:

a) Each member county shall appoint two of its Supervisors to serve as a Director on the Governing Board. The Board of Supervisors of each member county shall select its Directors and they shall serve indefinitely at the pleasure of the county appointing the Directors, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a County Supervisor. Any Director appointed under this section may be removed for any reason by the county appointing the Director, upon written notice to the Governing Board of Directors of Sioux Rivers Regional MHDS, which notice shall designate a successor Director to fill the vacancy.

b) At least one individual who utilizes mental health and Disabilities services, or is an actively involved relative of such an individual. This Director shall be nominated by the advisory committee described below, with such appointment to become effective upon approval by the Governing Board of Sioux Rivers Regional MHDS. This Director shall serve as an ex-officio, non-voting Director. This Director shall serve an initial term of one year, which shall begin upon the Effective Date, with appointments thereafter to be for two year terms.

c) At least one individual representing service providers in the Counties that comprise the Sioux Rivers Regional MHDS Region. This Director shall be nominated by the advisory committee described below, with such appointment to become effective upon approval by the Governing Board of Sioux Rivers Regional MHDS. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to two year terms, with the initial term beginning upon the Effective Date.

4.2 Director Vacancies.

a) County-Appointed Directors: If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the county having the right of appointment.
b) Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Sioux Rivers Regional MHDS Governing Board.

4.3 Voting Procedures for Governing Board Members. Each County shall have one vote. A quorum must be present in order for the Governing Board to take action. A quorum shall be three county-appointed Directors, with a minimum of two counties being represented. The Governing Board shall take action by approval from the majority of the Directors present. Voting shall be done by roll call vote. Proxy voting will be allowed; furthermore, a Governing Board Director may attend meetings via electronic means and be considered present for purposes of quorum and voting.

4.5 Board Officers. The Governing Board shall organize itself and at its initial meeting elect a Chair, Vice-Chair and Secretary. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Chair, Vice-Chair and Secretary for the next ensuing one (1) calendar year.

a) The Chair shall preside at the Board's meetings, preserve order and enforce this Agreement
b) The Vice-Chair shall assist the Chair. During the temporary absence or Disabilities of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair.
c) The Secretary shall keep minutes of all Board meetings. The Secretary may be a Governing Board member or a County Service Coordinator.

4.6 Powers of the Governing Board. Except as otherwise provided in this Agreement, Sioux Rivers Regional MHDS shall be under the direction and control of the Governing Board of Directors and the Sioux Rivers Regional MHDS Chief Executive Officer (CEO). The Governing Board of Directors shall have each and all of the following powers:

a) To contract with any public or private entity to provide all necessary services;
b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
c) To establish a system of accounting and budgeting, and a system for receiving payments;
d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
e) To sue and be sued;
f) To make and enforce bylaws or rules and regulations for the management and operation of Sioux Rivers Regional MHDS's business and affairs;
g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
h) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
i) To receive funds from each member county as set forth in this Agreement;
j) To accept grants, contributions or loans from Federal, State or local agencies;
k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and
l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

The Board may delegate any of these powers to the Sioux Rivers Regional MHDS CEO or staff of member counties serving Sioux Rivers Regional MHDS as the Board deems necessary. The Board may adopt such policies, rules, regulations and actions not inconsistent with law or this Agreement.

4.7 Appointment of Committees

Members of any committee of the Sioux Rivers Regional MHDS shall be appointed by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board, until a successor is appointed, or until the earlier death or resignation of such committee member.

4.8 Duties of Committees

The Advisory Committee, as appointed by the Governing Board, shall have up to nine members. The committee members shall be: individuals who utilize services or actively involved relatives of such individuals; service providers; a County Service Coordinator and a County Supervisor representative of the Governing Board of Directors. The Advisory Committee shall advise the Governing Board as requested by said Board and shall also make recommendations for the ex - officio members to the Governing Board as described above.

The Governing Board may take action to create additional committees for various other purposes as it deems appropriate.

4.9 Methods for Dispute Resolution

An internal dispute which cannot be resolved shall mean any action which Sioux Rivers Regional MHDS must take and for which no agreement on the particular action to be taken has been determined through the process set forth under this Agreement and such determination of action has remained unresolved for sixty calendars days. The Governing Board may appoint a Dispute Resolution Committee which would be empowered to mediate the dispute between parties.

In the event an internal dispute arises amongst or between the Governing Board, the Chief Executive Officer (CEO) or any of the member counties, which cannot be resolved, the following dispute resolution shall be used:

a) Further mediation conducted pursuant to Chapter 679C of the Iowa Code;
b). If after which the dispute remains unresolved, arbitration will be conducted pursuant to Chapter 679A of the Iowa Code.

5. MEMBERS

5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member Counties agree to the following:

- To respond to reasonable requests to make local records available to Sioux Rivers Regional MHDS for the purposes of this Agreement;
- To provide sufficient office space for the performance of contracted services;
- To support the effective collaboration of other county functions related to the provision of contracted services;

- To provide county staff as agreed, and only as needed, between the member county and the Governing Board for the effective provision of contracted services;
- To contribute funds as required by this Agreement; and
- To contribute funds as required by this Agreement at the time of entry into the Sioux Rivers Regional MHDS (or the Effective Date for initial member counties).

5.2 Decisions that Require a Member Vote

The Governing Board shall not have authority to, and they covenant and agree that they shall not, do, or cause Sioux Rivers Regional MHDS to do, any of the following acts without the prior consent of the Boards of Supervisors of a majority of the member counties:

a) Permit any new member counties;
b) Remove any member county (other than a voluntary withdrawal of a county as provided below);
c) Terminate or amend this Agreement; or
d) Dissolve the Sioux Rivers Regional MHDS;

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the member counties by resolution of the Governing Board of Sioux Rivers Regional MHDS by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the proposal shall do so by resolution of its Board of Supervisors and return of the same to the Sioux Rivers Regional MHDS Governing Board Chair a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. Any member county not voting upon the proposal within this time shall be considered to have approved the proposal. If the proposal receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

5.4 Additional Member Counties

If a county wishes to become a member county of Sioux Rivers Regional MHDS after the Effective Date, the county must make a written request to the Governing Board. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3. If a new county's request is approved through such procedure, such new membership will not become effective until:

a) the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so; and

b) if the new county's request has been properly approved and it has submitted the documentation in Section 5.4(a) prior to November 15th, then such membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after November 15th, then such membership shall become effective one year from the first day of the next fiscal year.

5.5 Member County Withdrawal / Removal

a) Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from Sioux Rivers Regional MHDS by giving written notice to the Governing Board no later than November 15 prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of Sioux Rivers Regional MHDS incurred during the fiscal year in which the withdrawal occurs and any other past due amounts. Services of Sioux Rivers Regional MHDS shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal, member counties shall not be entitled to any repayment for funds, services or property expended on behalf of the Sioux Rivers Regional MHDS.

b) Member County Removal

If the Governing Board feels it is in the best interest of Sioux Rivers Regional MHDS for a member county to be removed from Sioux Rivers Regional MHDS, the Governing Board will pass a resolution to that effect and proceed under the Member Voting Procedure set forth in Section 5.3. Upon removal, member counties shall not be entitled to any repayment for funds, services or property expended on behalf of the Sioux Rivers Regional MHDS.

5.6. Suspension of Voting Rights and Services

In the event any member county fails to make a payment to Sioux Rivers Regional MHDS as required under this Agreement for 30 days after such payment is requested in writing, then the member county will be deemed delinquent. During any period of delinquency, such member county shall not be entitled to the services of Sioux Rivers Regional MHDS, nor shall the member county be entitled to vote on matters coming before the Governing Board or the member counties unless such delinquency shall be waived by a unanimous vote of the remaining members of the Governing Board.

During any period of delinquency, the consumers of such member county will not suffer as a result.

6. STAFF

6.1 Selection Process for the Chief Executive Officer

The Sioux Rivers Regional MHDS Governing Board of Directors shall serve as the "regional administrative entity" and shall enter into an agreement with an individual to serve as a regional mental health & Disabilities services administrator, known as the Chief Executive Officer ("CEO"). While the CEO will be considered an employee of the Sioux Rivers Regional MHDS, this individual may be an employee of any member county for other purposes.

The Chief Executive Officer shall be the single point of accountability for Sioux Rivers Regional MHDS.

6.2 Performance Evaluation of the Chief Executive Office

The Governing Board shall conduct annual evaluations of the CEO. The Governing Board may conduct additional evaluations of the CEO at any time, as it deems necessary in a given situation. The Governing Board shall annually review the agreement with the CEO and shall operate under the terms of the agreement in the event an amendment or termination of the agreement is necessary in light of the CEO's performance.

6.3 General functions and responsibilities of Chief Executive Officer and County staff

At the direction of the Governing Board, the CEO will contract with member county employees to staff the needs of Sioux Rivers Regional MHDS. Staff shall include one or more coordinators of services, known as Mental Health & Disabilities Services (MHDS) Coordinators, in each of the member counties. The County MHDS Coordinator must have a bachelor's or higher degree in a human services or administrative related field. In lieu of a degree, a coordinator may provide documentation of relevant management experience.

The Board of Supervisors in each of the counties that comprise the Sioux Rivers Regional MHDS shall employ an MHDS Coordinator in their respective county. The Governance Board shall appoint that person to provide service coordination in said county.

Initially the CPC Administrator from each county will function as the MHDS Service Coordinator (Service Coordinator) for their respective county. The Service Coordinators shall remain employees of their respective counties and shall report to their particular Board of Supervisors for non - MHDS Regional responsibilities. For functions related to the Region, the Service Coordinators shall be accountable to the Sioux Rivers Regional MHDS CEO and Governing Board of Directors.

Within their respective county the MHDS Service Coordinators will have the following functions and responsibilities:

a) Communications;
b) Strategic Plan Development;
c) Budget Planning and Financial Reports;
d) Operations – personnel, benefits, space, training, etc.;
e) Risk Management;
f) Compliance and Reporting, Coordination with CEO;
g) Service Processing, Authorization and Access;
h) Provider Network- development, contracting, quality and performance;
i) Payment of Claims;
j) Quality Assurance;
k) Appeals and Grievances;
l) Information Technology; and
m) Functional Assessment (although this may be a specialized function of 1 or more County MHDS Coordinators)

The Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

In addition to facilitating the functions above and acting as liaison to the Department of Human Services, while ascertaining regional compliance with applicable standards, the CEO will develop a Regional Mental Health and Disabilities Services (MHDS) Management Plan, which will define the type and method of service delivery to residents of the Sioux River Regional MHDS, with the cooperation and input of the County MHDS Coordinators and will submit the same to the Governing Board not later than December 31, 2013. The Regional MHDS Management Plan will be approved by the Governing Board of Directors and will become effective upon approval by the Department of Human Services.

7. REGION FINANCES

7.1 Management & Expenditure of Funding

a) General:

All MHDS funds received by the member counties for purposes related to Sioux Rivers Regional MHDS from any source, whether receipted from the state or generated within the region and/or counties shall be under the control of the Sioux Rivers Regional MHDS Governing Board. These funds shall be maintained in each individual county's Regional MHDS Fund and will be managed locally by the MHDS Coordinator, with oversight from the Chief Executive Officer on behalf of the Board. Methods for pooling where deemed necessary, management, and expenditure of the funding are further subject to the control of the CEO.

Funds in a member county's Regional MHDS Fund shall be expended only for costs approved in the regional management plan. In the event a member county's Regional MHDS Fund results in a negative equity position or negative ending cash balance in the operating budget for that member county's Regional MHDS Fund, each of the other member counties shall provide an amount necessary to cure the negative equity position or negative balance. *This circumstance is unique, constituting the only instance in which funds may be transferred from a County's Regional MHDS Fund to another County's MHDS fund.* The percentage of the total corrective amount needed that each other member county shall be required to contribute will be based on the member county's population as shown in the last completed Federal Census, for purposes of allocating a portion that each member county shall provide. Any amounts assessed under this subsection shall be repaid from the Regional MHDS Fund of the member county that had the negative equity position or negative ending cash balance in its operating budget through a transfer to the other member counties' Regional MHDS Funds at such times and in such amounts as recommended by the CEO and approved by the Governing Board to be prudent and feasible. Any repayments shall be apportioned amongst the member counties using the same formula as the original assessment.

With the approval of all member counties, the Governing Board shall set up a Joint Regional MHDS Account, which would allow for pooling of funds for a specific purpose, for instance a region-wide project designed to meet the needs of all residents regardless of their place of residence (crisis response beds, drop-in centers, etc.) and to cover

administrative costs related to management of Sioux Rivers Regional MHDS. Funds in the Joint Regional MHDS Account shall be expended only for those purposes approved by a unanimous vote of the Governing Board. The Joint Regional MHDS Account shall be managed and administered by the CEO, in consultation with the Service Coordinators from each of the member counties, and in compliance with the law, direction from the Governing Board and other written policies of Sioux Rivers Regional MHDS.
The Governing Board shall appoint a fiscal agent annually, initially Woodbury County, for management of pooled funds.

b) Administrative Funding and Resources:

Administrative costs incurred in the course of doing business in each member county shall be paid from the MHDS Fund in that county. Administrative costs incurred on behalf of the Region shall be paid from the Joint Regional MHDS Account, and any funds or resources for administrative costs of Sioux Rivers Regional MHDS shall be collected utilizing the process for pooling regional funds.

c) Use of Savings for Reinvestment

Sioux Rivers Regional MHDS will make use of the budgeting process to devise a method for using surplus funds for the enhancement of existing services and the development of additional services, in order to benefit consumers throughout the region. In effecting the above, Sioux Rivers MHDS will comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Regional MHDS funds.

7.2 Process for Initial Funding to Begin Operations

On the Effective Date, the accrual fund balances in each member county's Fund 10 will come under the control of the Sioux Rivers Regional MHDS Governance Board, and will be deposited into a "Regional MHDS Fund" sited in each county.

Member Counties shall make an initial contribution to the Joint Regional Fund in an amount determined by a vote of the Sioux Rivers Regional MHDS Governing Board of Directors.

7.3 Process for Annual Independent Audit

Accounts of Sioux Rivers Regional MHDS shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the respective County Board of Supervisors and in the case of joint funds, the Governing Board.

8. SCOPE & AMENDMENTS

8.1 Amendments

The Governing Board is authorized to make non-substantive amendments to this Agreement with a two-thirds vote of board members present. All other amendments to this Agreement shall be conducted through the member approval process described in Section 5.3 and in compliance with Iowa Code Chapter 28E, which includes filing all amendments with the Iowa Secretary of State.

8.2 Entire Agreement

This Agreement represents the entire 28E Agreement of Sioux Rivers Regional MHDS.

8.3 Invalidity

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

SIGNATURE PAGE

IN WITNESS WHEREOF, PLYMOUTH COUNTY EXECUTES THIS 28E AGREEMENT, CREATING SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES EFFECTIVE NOVEMBER 18, 2014:

BY: _____
(Printed name)
_____ Board of Supervisors, Chairperson

ATTEST: _____
(Printed name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
) ss.
PLYMOUTH COUNTY)

On this _____day of _____, 2014, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____and)_____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Plymouth County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Plymouth County, Iowa, by authority of its Board of Supervisors and that said _____and _____as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

_____
Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, SIOUX COUNTY EXECUTES THIS 28E AGREEMENT, CREATING SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES EFFECTIVE NOVEMBER 18, 2014:

BY: _____
(Printed name)
_____ Board of Supervisors, Chairperson

ATTEST: _____
(Printed name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
) ss.
SIOUX COUNTY)

On this _____day of _____, 2014, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____and)_____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Sioux County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Sioux County, Iowa, by authority of its Board of Supervisors and that said _____and _____as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

_____
Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, WOODBURY COUNTY EXECUTES THIS 28E AGREEMENT, CREATING SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES EFFECTIVE NOVEMBER 18, 2014:

BY: _____
(Printed name)
_____ Board of Supervisors, Chairperson

ATTEST: _____
(Printed name)
_____ County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
) ss.
WOODBURY COUNTY)

On this _____day of _____, 2014, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____and)_____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Woodbury County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Woodbury County, Iowa, by authority of its Board of Supervisors and that said _____and _____as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

_____
Notary Public In and For Said County
And State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, THE SIOUX RIVERS GOVERNANCE BOARD APPROVES THIS 28E AGREEMENT, CREATING SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES EFFECTIVE NOVEMBER 18, 2014:

BY: _____

Printed Name

_____

Signature: Sioux Rivers Governance Board, Chairperson

_____

Date

ATTEST: _____

Printed Name

_____

Signature: Sioux Rivers Governance Board, Vice Chairperson

_____

Date

Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

Date: November 20, 2014

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, November 25, 2014 Meeting

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

- Consider approval of contract for bridge inspection services for 2015

CALHOUN-BURNS AND ASSOCIATES, INC.
BRIDGES ◆ STRUCTURES ◆ TRANSPORTATION

November 11, 2014

RECEIVED
NOV 15 2014
WOODBURY COUNTY, IOWA
BY

Mark J. Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Moville, IA 51039

RE: WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM – 2015

Dear Mr. Nahra:

This proposal for bridge inspection and rating services for your 2015 Program is submitted in accordance with your request for professional structural engineering services. You have asked us to reinspect and rate approximately 176 structures in 2015 from the attached list for the Standard Rating and HS-20 or HL-93 Design Trucks. Posting recommendations will be provided for gross weight allowed and maximum axle weight allowed. We will complete Program Manager and Team Leader assignments, provide master lists, cost estimating and summary listing per the Iowa DOT and FHWA guidelines and requirements.

We propose to reinspect these 176 structures in 2015 for a fee of $148.24 per bridge. We will perform any required load rating computations, update scour evaluations and complete the fracture critical inspections to justify deficiencies, changes, replacements, repairs, funding, etc., at the following estimated rates:

- Load Rating Computations: $105.00 Each
- Updated Level A or B Scour Evaluations: $ 85.00 Each

In addition to the above, we will provide assistance with the implementation of the SIIMS database as directed by the County at our hourly rates.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do another good job for you and Woodbury County.

Sincerely,

Milton C. Clemenson

Milton C. Clemenson, P.E.
Vice President

ACCEPTED FOR WOODBURY COUNTY:

_____
Board of Supervisors, Chair

RECOMMENDED FOR APPROVAL:

_____
Mark J. Nahra, P.E.
Woodbury County Engineer

Date: _____

1500 30th Street ◆ West Des Moines, IA 50266

WATS 877/241-8003 ◆ Phone 515/224-4344 ◆ FAX 515-224-1385 ◆ email: email@calhounburns.com

CALHOUN-BURNS AND ASSOCIATES, INC.
BRIDGES ◆ STRUCTURES ◆ TRANSPORTATION

LIST OF BRIDGES FOR WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM

The following bridges will be inspected and complete reports submitted:

2015

Bridge No.	Bridge No.	Bridge No.	Bridge No.	Bridge No.	Bridge No.	Bridge No.
A-005	B-152	J-127	L-003	M-066	O-055	W-008
A-006	B-180	J-144	L-004	M-116	O-066	W-009
A-024	B-198	J-178	L-008	M-118	O-074	W-040
A-049	B-213	J-306	L-027	M-166	O-085	W-053
A-058	B-249	J-328	L-077	M-184	O-089	W-069
A-063	B-249-1	K-14-10	L-078	M-185	O-093	W-091
A-064	B-255	K-019	L-92-3	M-193	O-102	W-107
A-098	B-256	K-020	L-103	M-208	O-123	W-144
A-113	B-257	K-023	L-136	M-237	O-125	W-148
A-158	B-258	K-45-1	L-162-1	M-243	O-181	W-153
A-187	C-009	K-103	L-176	M-299	O-200	W-155
A-208	C-170	K-113	L-190	M-306	O-231	W-200
A-225	C-274	K-122	L-212	N-065	O-266	X-014
B-001	D-004	K-157	L-213	N-091	P-003	X-047
B-002	D-038	K-157-1	L-238	N106	P-006	X-065
B-006	D-042	K-158	L-239	N-119	Q-010	X-080
B-064	D-219	K-173	L-256	N-191	T-053	X-086
B-073	F-097	K-182	L-273	N-206	U-17-3	X-101
B-082	G-162	K-199	L-275	N-209	U-138	X-149
B-107	G-178	K-199-1	L-316	N-249	V-047	X-173
B-110	H-181	K-200	L-318	N-277	V-057	X-181
B-114	H-266	K-203	M-006	N-284	V-84-2	X-188
B-123	H-276	K-214	M-017	O-013	V-117	X-200-1
B-127	J-009	K-254	M-036	O-038	V-123	X-237
B-139	J-030	L-001	M-064	O-054	W-004	X-271
						X-276

1500 30th Street ◆ West Des Moines, IA 50266
WATS 877/241-8003 ◆ Phone 515/224-4344 ◆ FAX 515-224-1385 ◆ email: email@calhounburns.com

November 20, 2014

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, November 25, 2014 Meeting

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

- Consider approval of purchase agreement of easement for public highway - Jon J. Jolin and Lucretia Groves – Jolin
- Consider approval of purchase agreement of easement for public highway - Jolin Glass Co. Inc.
- Consider approval of purchase agreement of easement for public highway - Jim O'Malley et al
- Consider approval of purchase agreement of easement for public highway CF Industries Nitrogen, LLC

Prepared by: JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
For: Woodbury County Engineer's Office, 759 E. Frontage Road, Moville, IA 51039 (712) 873-3215

PURCHASE AGREEMENT

PARCEL 3 **COUNTY** WOODBURY **PROJECT** Woodbury 240th St Extension
ROAD _____

SELLER: Jon J. Jolin a/k/a Jack Jolin and Lucretia Groves-Jolin, his wife

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between Seller and Woodbury County, Iowa, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:

The Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section Thirteen (13) and that part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of said Section Thirteen (13) described as follows: "Beginning at the Northeast corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence west to the Northwest corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence south to the Southwest corner of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), thence Northeast to the point of beginning", all in Township Eighty-seven (87), North, Range Forty-eight (48), West of the 5th P.M.

in the County of Woodbury, State of Iowa, and more particularly described on Page 4, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein _____.

~~1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway ____ ____; excepting and reserving to Seller the right of access at the following locations:~~

~~1c. SELLER ALSO GRANTS to Buyer a temporary easement, more particularly described on Page __, for the purpose of _____, and as shown on the project plans for said improvement. Said temporary easement shall terminate upon completion of this project.~~

1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the street and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate possession right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvements or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
$_____	on conveyance of title	_____
$_____	on surrender of possession	_____
$ 43,992.00	on possession and conveyance	60 days after Buyer approval
$ 43,992.00	TOTAL LUMP SUM	

Breakdown	Ac./Sq.Ft.
Land by Fee Title	4.68 Ac.
Underlying Fee Title	_____ Ac.
Permanent Easement	_____ Ac.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
   GEORGE NELSON AND SON FARMS.

5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.

6. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay $150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documentation as may be required by Iowa Land Title Standards to convey merchantable title to Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance, nor underground storage tank on the premises described and sought herein, except:
    NONE.

12. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required under Section 6B.52 of the *Code of Iowa*.

13. Buyer agrees to reconstruct entrances at all existing locations.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

Jon J. Jolin a/k/a Jack Jolin
2416 Allison Ave, Sergeant Bluff, IA 51054-8066

Lucretia Groves-Jolin

This section to be completed by a Notary Public.
Both columns must be completed.

SELLER'S ACKNOWLEDGMENT
STATE OF Iowa }
COUNTY OF Woodbury } ss:

On this 16 day of September, A.D. 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon J. Jolin and Lucretia Groves-Jolin

X to me personally known
or ____ proved to me on the basis of satisfactory evidence

to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in Ink)
Monette R. Harbeck
Tyler Buckingham
(Print / Type Name)
Notary Public in and for the State of Iowa

MONETTE R. HARBECK
Commission Number 126117
My COMMISSION EXPIRES
9/23/2015

CAPACITY CLAIMED BY SIGNER:
X INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s):
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER:

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)

BUYER'S ACKNOWLEDGMENT

STATE OF IOWA: ss: On this _____ day of _____, 20___, before me, the undersigned, personally appeared _____, known to me to be the _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

11.17.14
Recommended by:
Tyler Buckingham **(Date)**
Right of Way Project Agent

Approved by: **(Date)**
Woodbury County, Iowa

VICINITY MAP

SECTIONS 12 & 13–87–48

N

150 0

SCALE: 1" = 150'

LEGAL DESCRIPTION PARCEL 1:

A PARCEL OF LAND IN THE NE¼ NW¼ SECTION 13, T–87–N, R–48–W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING & BEGINNING AT THE N¼ CORNER SECTION 13, T–87–N, R–48–W; THENCE N87°17'27"W (AN ASSUMED BEARING) ALONG THE NORTH LINE OF SAID NW¼ 33.00 FEET; THENCE S02°14'23"W 1001.06 FEET; THENCE S24°16'49"W 252.55 FEET; THENCE S70°14'45"W 253.69 FEET TO THE NORTH LINE OF THE SE¼ NW¼; THENCE S87°05'08"E ALONG SAID NORTH LINE OF THE SE¼ NW¼ 363.03 FEET; THENCE N02°14'23"E 1334.17 FEET ALONG THE EAST LINE OF THE NW¼ TO THE POINT OF BEGINNING.

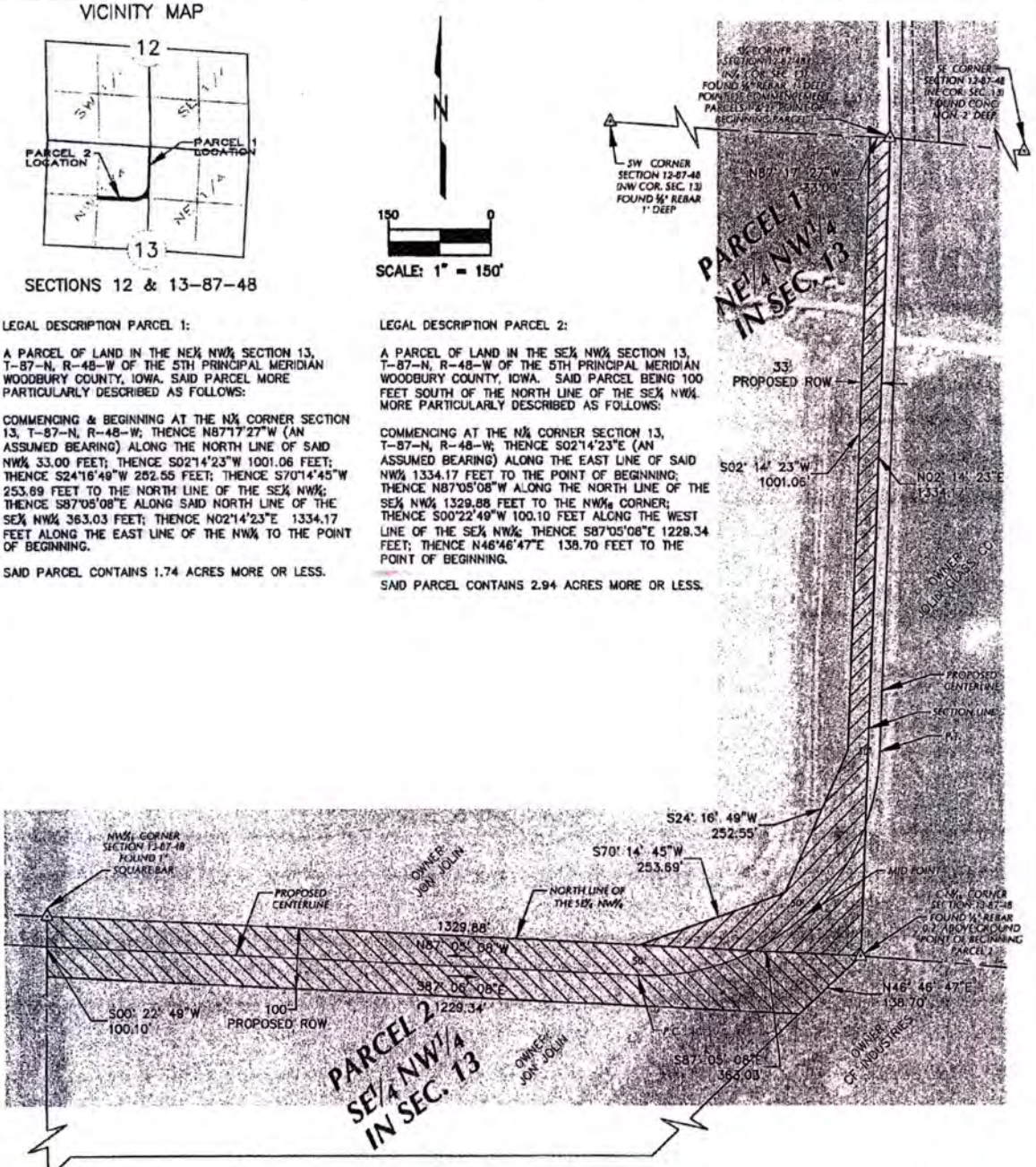
SAID PARCEL CONTAINS 1.74 ACRES MORE OR LESS.

LEGAL DESCRIPTION PARCEL 2:

A PARCEL OF LAND IN THE SE¼ NW¼ SECTION 13, T–87–N, R–48–W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 100 FEET SOUTH OF THE NORTH LINE OF THE SE¼ NW¼. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N¼ CORNER SECTION 13, T–87–N, R–48–W; THENCE S02°14'23"E (AN ASSUMED BEARING) ALONG THE EAST LINE OF SAID NW¼ 1334.17 FEET TO THE POINT OF BEGINNING; THENCE N87°05'08"W ALONG THE NORTH LINE OF THE SE¼ NW¼ 1329.88 FEET TO THE NW¼ CORNER; THENCE S00°22'49"W 100.10 FEET ALONG THE WEST LINE OF THE SE¼ NW¼; THENCE S87°05'08"E 1229.34 FEET; THENCE N46°46'47"E 138.70 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.94 ACRES MORE OR LESS.



LEGEND

- △ SECTION CORNER FOUND (AS NOTED)
- △ SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
- ⊙ FOUND MONUMENT (YELLOW CAPPED PIN #5412)
- ◻ SET MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)
- ◇ SET ROW MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/24/14

CRAIG W. BEEDLE, L.S. #17913 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES COVERED BY SEAL 1

CRAIG W. BEEDLE
LICENSED
17913
IOWA
LICENSED LAND SURVEYOR

V&K

ROW SURVEY JOLIN JON
WOODBURY COUNTY ENGINEERS
WOODBURY CO., IOWA

VEENSTRA & KIMM, INC.

203 Sergeant Square Drive, Suite B Sergeant Bluff, Iowa 51054
712-943-5055 712-943-5088 (FAX) 877-241-8009 (WATS)

NOTES:	SCALE 1" = 150'	DWG. NO.
SURVEY PREFORMED	DRAWN CWB	
JUNE 2014	CHECKED AMK	1
	APPROVED CWB	
	DATE 10/13/14	
	A.C.	
	DATE	PROJECT 1813

Prepared by: JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
For: Woodbury County Engineer's Office, 759 E. Frontage Road, Moville, IA 51039 (712) 873-3215

PURCHASE AGREEMENT

PARCEL 2 **COUNTY** WOODBURY **PROJECT** Woodbury 240th St Extension
ROAD _____

SELLER: **Jolin Glass Co Inc**

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between Seller and Woodbury County, Iowa, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:

The South one-half of the Southeast Quarter (S ½ SE ¼) of Section Twelve (12); and the North one-half of the Northeast Quarter (N ½ NE ¼) of Section Thirteen (13), all in Township Eighty-seven (87), North, Range Forty-eight (48), West of the 5th P.M.

in the County of Woodbury, State of Iowa, and more particularly described on Page 4, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

~~1b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway ____; excepting and reserving to Seller the right of access at the following locations:~~

1c. ~~SELLER ALSO GRANTS to Buyer a temporary easement, more particularly described on Page __, for the purpose of _____, and as shown on the project plans for said improvement. Said temporary easement shall terminate upon completion of this project.~~

1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the street and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate possession right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvements or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
$	on conveyance of title	
$	on surrender of possession	
$ 34,122.00	on possession and conveyance	60 days after Buyer approval
$ 34,122.00	TOTAL LUMP SUM	

Breakdown	Ac./Sq.Ft.	
Land by Fee Title	3.63	Ac.
Underlying Fee Title		Ac.
Permanent Easement		Ac.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
   George Nelson + Son Farms.

5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.

6. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay $150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documentation as may be required by Iowa Land Title Standards to convey merchantable title to Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

11. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance, nor underground storage tank on the premises described and sought herein, except:
    NONE.

12. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required under Section 6B.52 of the *Code of Iowa*.

13. Buyer agrees to re-construct entrances at all existing locations.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

X _____
Jolin Glass Co Inc
By: Jon J. Jolin
2416 Allison Ave, Sergeant Bluff, IA 51054-8066

This section to be completed by a Notary Public.
Both columns must be completed.

SELLER'S ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Woodbury) ss:
On this 11th day of September, A.D. 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Jon J. Jolin

X to me personally known
or ____ proved to me on the basis of satisfactory evidence

to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Monette R. Harbeck
(Sign in Ink)
Monette R. HARBECK ~~Tyler Buckingham~~
(Print / Type Name)

Notary Public in and for the State of Iowa

MONETTE R. HARBECK
Commission Number 126117
MY COMMISSION EXPIRES
9/23/2015

CAPACITY CLAIMED BY SIGNER:
___ INDIVIDUAL
X CORPORATE
Title(s) of Corporate Officer(s):
MANAGER
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER:

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)
Jolin Glass Co. Inc

BUYER'S ACKNOWLEDGMENT

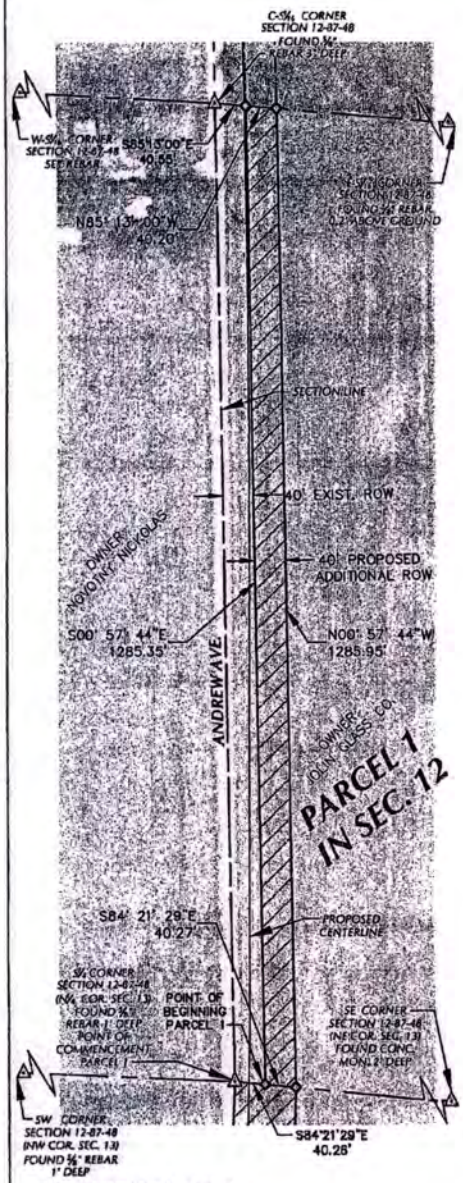
STATE OF IOWA: ss: On this _____ day of _____, 20___, before me, the undersigned, personally appeared _____, known to me to be the _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

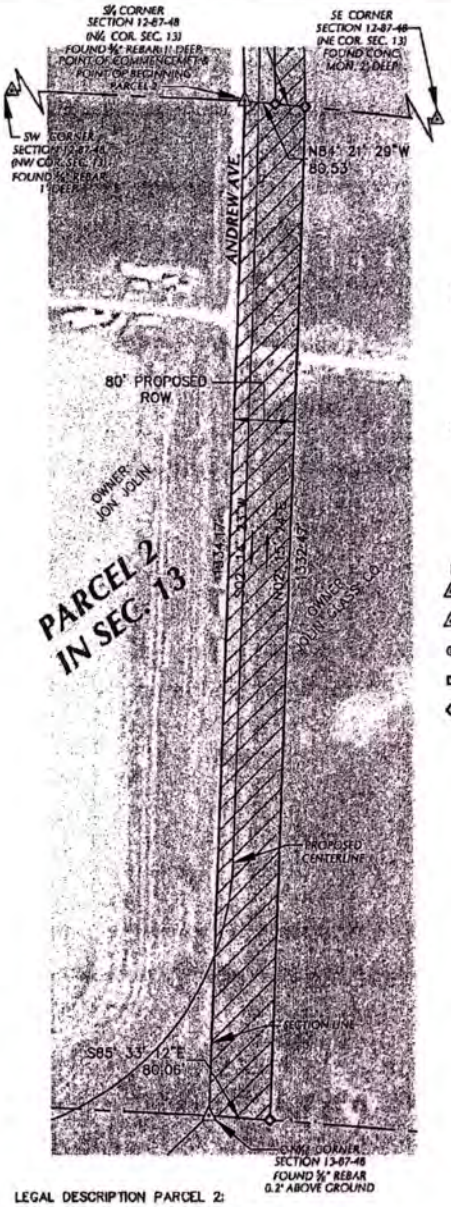
_____
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

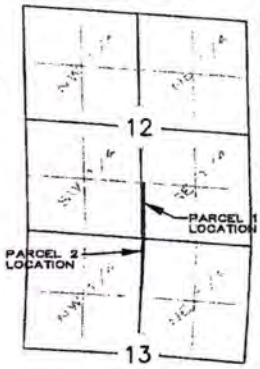
TBM 11.17.14
Recommended by:
Tyler Buckingham **(Date)**
Right of Way Project Agent

_____
Approved by: **(Date)**
Woodbury County, Iowa





VICINITY MAP



SECTIONS 12 & 13–87–48

LEGEND

- SECTION CORNER FOUND (AS NOTED)
- SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
- FOUND MONUMENT (YELLOW CAPPED PIN #5412)
- SET MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)
- SET ROW MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)

N

150 0

SCALE: 1" = 150'

LEGAL DESCRIPTION PARCEL 1:

A PARCEL OF LAND IN THE SW¼ SE¼ SECTION 12, T–87–N, R–48–W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 40 FEET WIDE AND 40 FEET EASTERLY OF THE EXISTING 40 FOOT RIGHT–OF–WAY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S¼ CORNER SECTION 12, T–87–N, R–48–W; THENCE S84°21'29"E (AN ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SE1/4 40.28 FEET TO THE EAST ROW LINE OF ANDREW AVE. SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S84°21'29"E ALONG SAID SE¼ 40.27 FEET; THENCE N00°57'44"E 1285.95 FEET TO THE NORTH LINE OF THE SW¼ SE¼; THENCE N85°13'00"W 40.20 FEET ALONG THE NORTH LINE OF THE SW¼ SE¼; THENCE S00°57'44"E 1285.35 FEET ALONG THE EXISTING ROW LINE OF ANDREW AVE. TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.18 ACRES MORE OR LESS.

LEGAL DESCRIPTION PARCEL 2:

A PARCEL OF LAND IN THE NW¼ NE¼ SECTION 13, T–87–N, R–48–W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 80 FEET WIDE AND EASTERLY OF THE NORTH SOUTH SECTION LINE. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING & BEGINNING AT THE N¼ CORNER SECTION 13, T–87–N, R–48–W; THENCE S02°14'23"W (AN ASSUMED BEARING) ALONG THE WEST LINE OF SAID NE1/4 1334.17 FEET; THENCE S85°33'12"E ALONG THE SOUTH LINE OF SAID NW¼ NE¼ 80.06 FEET; THENCE N02°15'24"E 1332.47 FEET TO THE NORTH LINE OF THE NE¼; THENCE N84°21'29"W 80.53 FEET ALONG THE NORTH LINE OF THE NE¼ TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.45 ACRES MORE OR LESS.

CRAIG W. BEEDLE
LICENSED
17913
IOWA
LICENSED LAND SURVEYOR

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/10/14

CRAIG W. BEEDLE, L.S. #17913 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES COVERED BY SEAL 1

V&K

ROW SURVEY JOLIN GLASS
WOODBURY COUNTY ENGINEERS
WOODBURY CO., IOWA

NOTES:	SCALE 1" = 150'	DWG. NO.	
SURVEY PREFORMED	DRAWN DB	1	
JUNE 2014	CHECKED MG		
	APPROVED DW		
	DATE 08/13/14		
	A.C.		
	DATE	PROJECT 1918	

VEENSTRA & KIMM, INC.
203 Sergeant Square Drive, Suite B Sergeant Bluff, Iowa 51054
712-943-5055 712-943-5088 (FAX) 877-241-8005 (WATS)

Prepared by: JCG Land Services, Inc., 1715 South G Avenue, Nevada, Iowa 50201 (515) 382-1698
For: Woodbury County Engineer's Office, 759 E. Frontage Road, Moville, IA 51039 (712) 873-3215

PURCHASE AGREEMENT

PARCEL 1 **COUNTY** WOODBURY
PROJECT Woodbury 240th St Extension **ROAD** _____

SELLER: James T. O'Malley (2/5), Francis M. O'Malley (1/5), John H. O'Malley (1/5), and Jean Ann O'Malley (1/5)

THIS AGREEMENT entered into this _____ day of _____, 2014, by and between Seller and Woodbury County, Iowa, Buyer.

1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on form(s) furnished by Buyer, and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following:

The Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Twelve (12), Township Eighty-seven (87) North, Range Forty-eight (48) West of the 5th P.M.

in the County of Woodbury, State of Iowa, and more particularly described on Pages 7 & 8, including the following buildings, improvements and other property:
All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein.

~~4b. SELLER ALSO AGREES to convey to Buyer all of Seller's rights of direct access from the premises to Highway ___, excepting and reserving to Seller the right of access at the following locations:~~

1c. SELLER ALSO GRANTS to Buyer a temporary easement, more particularly described on Page __, for the purpose of _____, and as shown on the project plans for said improvement. Said temporary easement shall terminate upon completion of this project.

1d. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the street and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate possession right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises or building or improvements or any part thereof prior to the time at which he has hereinafter agreed to do so, and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

PAYMENT AMOUNT	AGREED PERFORMANCE	DATE OF PERFORMANCE
$_____	on conveyance of title	_____
$_____	on surrender of possession	_____
$ 23,210	on possession and conveyance	60 days after Buyer approval
$ 23,210	TOTAL LUMP SUM	

Breakdown	Ac.
Land by Fee Title	2.11 Ac.
Underlying Fee Title	_____ Ac.
Permanent Easement	_____ Ac.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER -- ONE COPY RETAINED BY SELLER

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except:
   Jack Cook Farms

5. This agreement shall apply to and bind the legal successors in interest of the Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title.

6. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay $150.00 for the cost of adding title documents required by this transaction to Seller's abstract of title. If requested to do so, SELLER WILL deliver to the Buyer an abstract of title to the premises. Buyer agrees to pay the cost of abstract continuation. SELLER AGREES to provide such documentation as may be required by Iowa Land Title Standards to convey merchantable title to Buyer. SELLER ALSO AGREES to obtain court approval of this agreement, if requested by Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.

7. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by highway construction shall be repaired or relocated at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to Seller. Buyer shall have the right of entry upon Seller=s remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property or maintaining the same to restrain livestock.

8. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

11. Seller states and warrants that, to the best of Seller=s knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance, nor underground storage tank on the premises described and sought herein, except:
    NONE

12. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required under Section 6B.52 of the *Code of Iowa*.

13. Buyer agrees to reconstruct entrances at all existing locations.

    It is understood and agreed that all other entrances not list or allowed in this agreement will be eliminated.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

James T. O'Malley — October 10, 2014

James T. O'Malley
6 Golf Course Road, Madison, WI 53704-1423

This section to be completed by a Notary Public.
Both columns must be completed.

SELLER'S ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Dane } ss:

On this 10th day of October, A.D. 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared James T. O'Malley

✓ to me personally known
or ___ proved to me on the basis of satisfactory evidence

to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

(Sign in ink)

John S. Minix
(Print / Type Name)

Notary Public in and for the State of Wisconsin

CAPACITY CLAIMED BY SIGNER:
X INDIVIDUAL
___ CORPORATE
Title(s) of Corporate Officer(s):
___ Corporate Seal is affixed
___ No Corporate Seal procured
___ PARTNER(s):
___ Limited Partnership
___ General Partnership
___ ATTORNEY-IN-FACT
___ EXECUTOR(s) or TRUSTEE(s)
___ GUARDIAN(s) or CONSERVATOR(s)
___ OTHER:

SIGNER IS REPRESENTING:
List name(s) of entity(ies) or person(s)

BUYER'S ACKNOWLEDGMENT

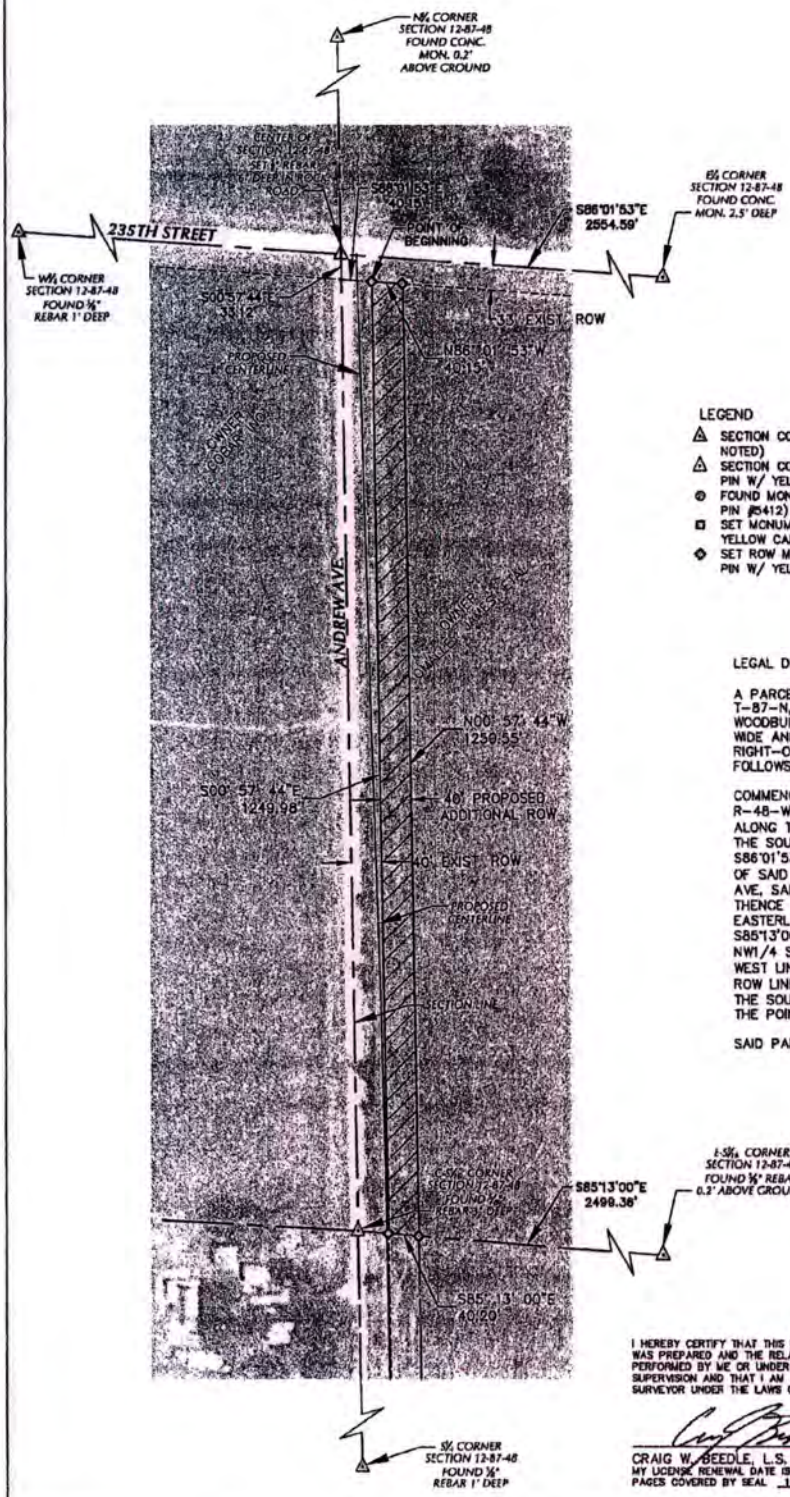
STATE OF IOWA: ss: On this _____ day of _____, 20_____, before me, the undersigned, personally appeared _____, known to me to be the _____ of Buyer and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be the voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

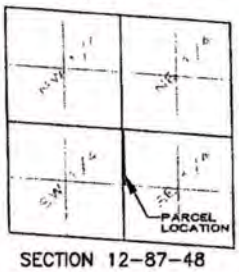
BUYER'S APPROVAL

Recommended by:
Tyler Buckingham **(Date)**
Right of Way Project Agent

Approved by: **(Date)**
Woodbury County, Iowa



VICINITY MAP



SECTION 12-87-48

LEGEND

- SECTION CORNER FOUND (AS NOTED)
- SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
- FOUND MONUMENT (YELLOW CAPPED PIN #5412)
- SET MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)
- SET ROW MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)

N

150 0

SCALE: 1" = 150'

LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE NW¼ SE¼ SECTION 12, T-87-N, R-48-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 40 FEET WIDE AND 40 FEET EASTERLY OF THE EXISTING 40 FOOT RIGHT-OF-WAY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, T-87-N, R-48-W; THENCE S00°57'44"E (AN ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 33.12 FEET TO THE SOUTH ROW LINE OF 235TH STREET; THENCE S86°01'53"E 40.15 FEET PARALLEL TO THE NORTH LINE OF SAID SE1/4 AND TO THE EAST ROW LINE OF ANDREW AVE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°57'44"E 1249.98 FEET ALONG THE EXISTING EASTERLY ROW LINE OF ANDREW AVE; THENCE S85°13'00"E 40.20 FEET ALONG THE SOUTH LINE OF THE NW1/4 SE1/4; THENCE N00°57'44"W PARRALLEL WITH THE WEST LINE OF THE SE1/4 1250.55 FEET TO THE SOUTH ROW LINE OF 235TH STREET; THENCE N86°01'53"W ALONG THE SOUTH ROW LINE OF 235TH STREET 40.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.15 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/10/14

CRAIG W. BEEDLE, L.S. #17913 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES COVERED BY SEAL 1

CRAIG W. BEEDLE
LICENSED
17913
IOWA
LICENSED LAND SURVEYOR

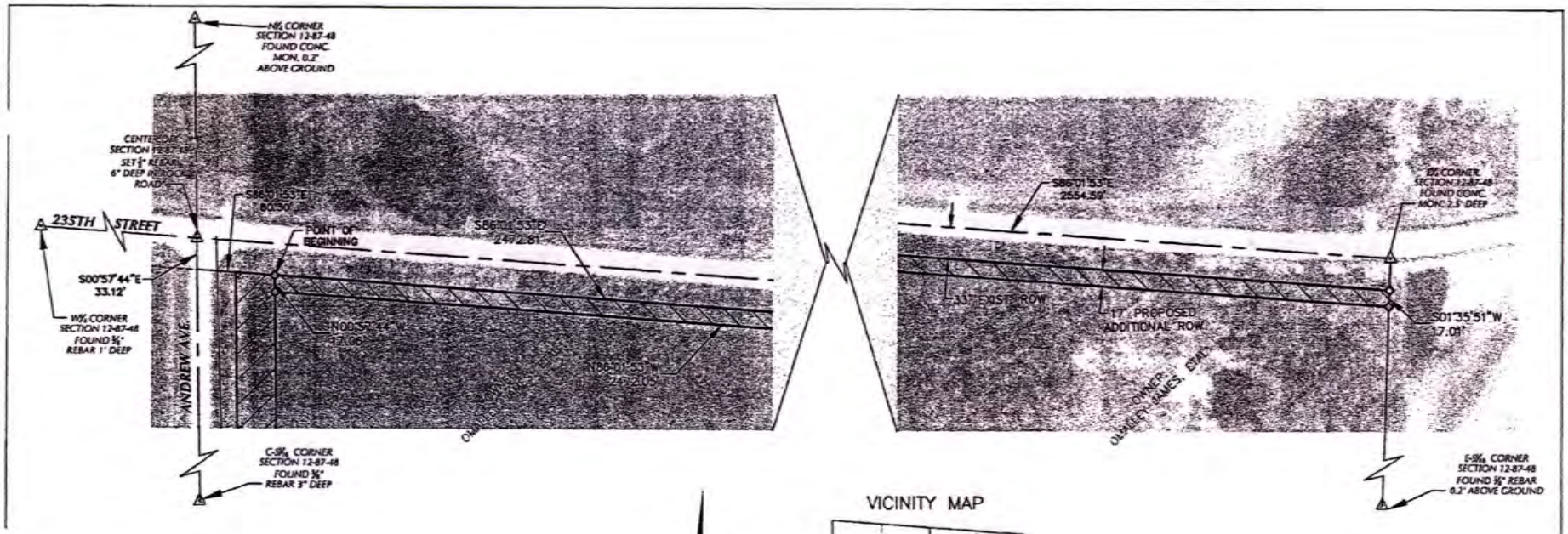
V&K

ROW SURVEY OMALLEY
WOODBURY COUNTY ENGINEERS
WOODBURY CO., IOWA

NOTES:	SCALE	1" = 150'	DWG. NO.
SURVEY PREFORMED	DRAWN	CWB	1
JUNE 2014	CHECKED	AWB	
	APPROVED	CWB	
	DATE	10/10/14	
	A.O.		
	DATE		PROJECT 1013

VEENSTRA & KIMM, INC.

703 Sergeant Square Drive, Suite B Sergeant Bluff, Iowa 51054
712-943-5055 712-943-5089 (FAX) 877-241-8009 (WATS)



LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SE¼ SECTION 12, T-87-N, R-48-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 17 FEET WIDE AND SOUTHERLY OF THE EXISTING 33 FOOT RIGHT-OF-WAY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, T-87-N, R-48-W; THENCE S00°57'44"E (AN ASSUMED BEARING) ALONG THE WEST LINE OF SAID SE1/4 33.12 FEET TO THE SOUTH ROW LINE OF 235TH STREET; THENCE S86°01'53"E 80.30 FEET PARALLEL TO THE NORTH LINE OF SAID SE1/4 TO THE POINT OF BEGINNING; THENCE S86°01'53"E 2472.81 FEET ALONG THE EXISTING SOUTHERLY ROW LINE OF 235TH STREET TO THE EAST LINE OF THE SE1/4; THENCE S01°35'51"W 17.01 FEET ALONG THE EAST LINE OF THE SE1/4; THENCE N86°01'53"W PARRALLEL WITH THE NORTH LINE OF THE SE1/4 2472.05 FEET; THENCE N00°57'44"W 17.06 FEET TO THE POINT OF BEGINNING.

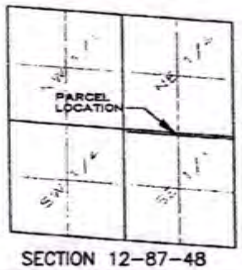
SAID PARCEL CONTAINS 0.96 ACRES MORE OR LESS.

N

100 0

SCALE: 1" = 100'

VICINITY MAP



SECTION 12-87-48

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/10/14

CRAIG W. BEEDLE, L.S. #17913 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

PAGES COVERED BY SEAL 1

CRAIG W. BEEDLE LICENSED 17913 IOWA LICENSED LAND SURVEYOR

V&K

ROW SURVEY OMALLEY NORTH
WOODBURY COUNTY ENGINEERS
WOODBURY CO., IOWA

VEENSTRA & KIMM, INC.

203 Sergeant Square Drive, Suite B Sergeant Bluff, Iowa 51054
712-943-5055 712-943-5088 (FAX) 877-243-8009 (WATS)

NOTES:	SCALE 1" = 100'	DWG. NO.
SURVEY PREFORMED	DRAWN DB	
JUNE 2014	CHECKED MB	1
	APPROVED DB	
	DATE 10/10/14	
	A.D.	
	DATE	PROJECT 1912

Signed this 13th day of OCTOBER, 2014.

GRANTOR:

CF INDUSTRIES NITROGEN, LLC

By: _____
Name: Nick DeRoos
Title: General Manager

GRANTEE:

WOODBURY COUNTY

By: _____
Name: George Boykin
Title: Chairman of County Board of Supervisors

STATE OF IOWA, COUNTY OF WOODBURY

This record was acknowledged before me this 13th day of October, 2014, by Nick DeRoos as General Manager of **CF INDUSTRIES NITROGEN, LLC**, a Delaware limited liability company.

NOTARIAL SEAL IOWA
JOY THOMPSON
Commission Number 775488
My Commission Expires
October 29, 2015

Joy Thompson
Notary Public

STATE OF IOWA, COUNTY OF WOODBURY

This record was acknowledged before me this _____ day of _____, 2014, by George Boykin as Chairman of the Board of Supervisors of **WOODBURY COUNTY, IOWA.**

_____
Notary Public

CONTRACT

THIS CONTRACT is made and entered into on this _____ day of _____, 2014, by and between ***CF Industries Nitrogen, LLC*** ("CF") and **WOODBURY COUNTY, IOWA** by its **BOARD OF SUPERVISORS** ("County").

WITNESSETH:

In consideration of the herein stipulated sum of One Dollar and No/100 ($1.00), CF hereby agrees to furnish to County a right of way easement, for use as a public highway, in the form attached hereto as Exhibit "A" and incorporated herein by this reference (the "Easement").

It is hereby agreed that upon the full execution of this Contract and the Easement, that County may take immediate possession of the premises described in the Easement. County agrees to take the Easement and construct a road thereon and to pay, upon delivery of the Easement, the amount set forth below.

LAND TO BE ACQUIRED	ACRES	DOLLARS
EASEMENT: Parcel 1	2.99	$1.00
TOTAL $		**$1.00**

Dated this 13th day of OCTOBER, 2014.

GRANTOR:

CF INDUSTRIES NITROGEN, LLC

By: _____

Nick DeRoos, General Manager

GRANTEE:

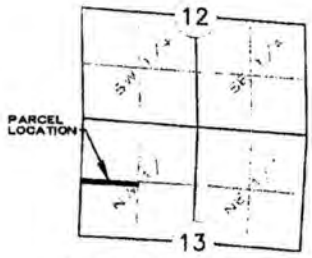
WOODBURY COUNTY

By: _____

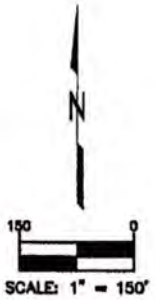
George Boykin, Chairman

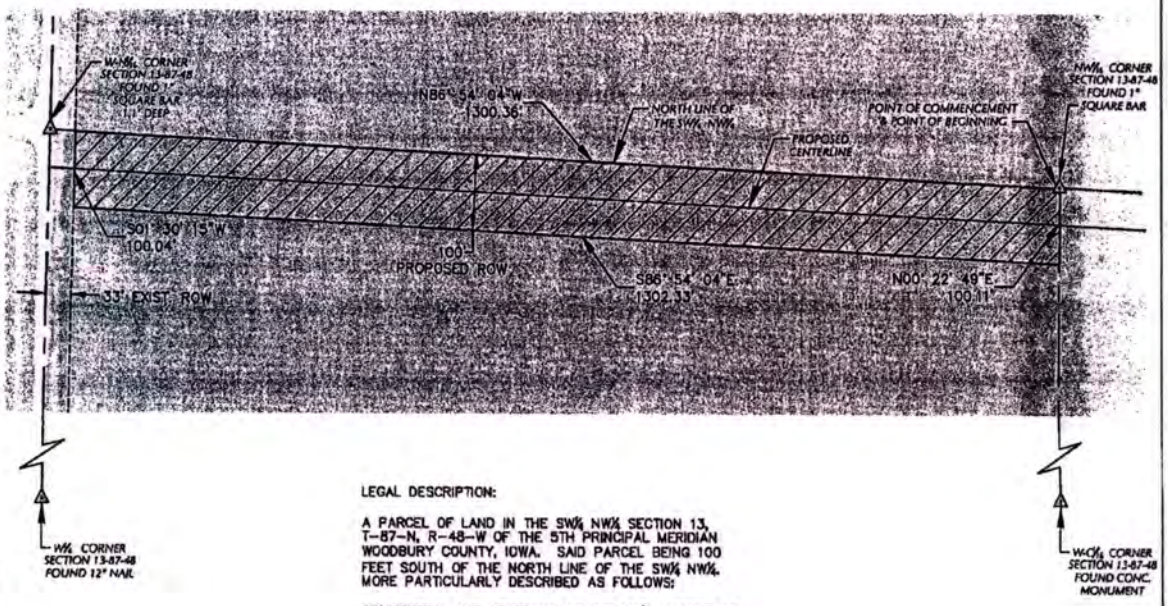
EXHIBIT A
EASEMENT AREA

VICINITY MAP



SECTIONS 12 & 13-87-48





LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE SW¼ NW¼ SECTION 13, T-87-N, R-48-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. SAID PARCEL BEING 100 FEET SOUTH OF THE NORTH LINE OF THE SW¼ NW¼. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AND BEGINNING AT THE NW¼ CORNER OF SECTION 13, T-87-N, R-48-W THENCE N86°54'04"W (AN ASSUMED BEARING) ALONG THE NORTH LINE OF THE SW¼ NW¼ 1300.36 FEET TO THE EAST ROW LINE OF ALLISON AVE.; THENCE S01°30'15"W ALONG THE EAST ROW LINE OF ALLISON AVE. 100.04 FEET; THENCE S86°54'04"E PARALLEL WITH THE NORTH LINE OF THE SW¼ NW¼ 1302.33 FEET TO THE EAST LINE OF THE SW¼ NW¼; THENCE N00°22'49"E ALONG THE EAST LINE OF THE SW¼ NW¼ 100.11 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2.99 ACRES MORE OR LESS.

LEGEND

- SECTION CORNER FOUND (AS NOTED)
- SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
- FOUND MONUMENT (YELLOW CAPPED PIN #5412)
- SET MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)
- SET ROW MONUMENT (5/8" IRON PIN W/ YELLOW CAP #17913)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/13/14

CRAIG W. BEEDLE, L.S. #17913 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015
PAGES COVERED BY SEAL 1

CRAIG W. BEEDLE
LICENSED 17913 IOWA
LICENSED LAND SURVEYOR

V&K

VEENSTRA & KIMM, INC.

ROW SURVEY CF INDUSTRIES
WOODBURY COUNTY ENGINEERS
WOODBURY CO., IOWA

203 Sergeant Square Drive, Suite B Sergeant Bluff, Iowa 51054
712-943-5055 712-943-1088 (FAX) 877-241-8009 (WATS)

NOTES:	SCALE 1" = 150'	DWG. NO.	
SURVEY PREFORMED	DRAWN	1	
JUNE 2014	CHECKED		
	APPROVED		
	DATE 08/13/14		
	A.C.		
	DATE	PROJECT	

Woodbury County Secondary Roads Department

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

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

Request for Professional Engineering Consulting Services For Orton Slough Drainage District Improvements

PROJECT DESCRIPTION

The Woodbury County Board of Supervisors, acting as trustee for the Orton Slough Drainage District, is seeking the services of an engineering consultant to provide design services for repairs to the Orton Slough Drainage District tile system.

The Orton Slough Drainage District encompasses 2255 acres south of Sioux City and Sergeant Bluff, Iowa. Diagrams and aerial photos outlining the district are included with this RFP. The district was established in 1919. The district tile system is approximately 6800 feet long. The district is split by Interstate 29. The main ditch and drainage structures drain to a 30" intake which feeds a 20" I.D. butted concrete pipe. The pipe outlets into Browns Lake.

SCOPE OF SERVICES

Woodbury County is seeking an engineering consultant to provide engineering services for the design of repairs to the Orton Slough Drainage District. A recent review of the tile line noted that there are several broken tile sections and two damaged intakes. The consultant will survey the existing system, identify portions of the tile and/or intakes needing repair, and prepare a set of plans and bid documents for letting. The main district ditch from the railroad structure near the intersection of 250th Street and Old Highway 75 and draining west to the main intake shall also be surveyed. If the survey indicates that the ditch should be cleaned, excavated, or cleared of trees and brush, plans for the cleaning of the ditch shall be included in the project plan set. The pipes through the railroad should be checked to see whether they need to be cleaned. This work, if needed, shall also be included as part of the improvement plans. The consultant will provide plans and documents sufficient to allow the county to apply for any necessary Corps of Engineers and Iowa Department of Natural Resources permits and prepare said applications for the trustees. The final plans and bid documents shall be prepared and provided to the trustees for letting.

Project plans are to be prepared by April 1, 2015 in time to allow for a letting on or about April 30, 2015. The county, at its option, may request a contract with the consultant to provide construction engineering and inspection for the project. Construction engineering is not to be included in the lump sum price for the scope of work provided herein.

WOODBURY COUNTY INFORMATION PROVIDED TO THE CONSULTANT

The Woodbury County Engineers office will provide the topographical survey and right of way information, along with land owner names and addresses and support information as needed by the consultant. The consultant will do the necessary field and condition survey of the tile line and use acquired data to prepare plans and bid documents for letting.

SUBMITTAL REQUIREMENTS

To be considered for award of this work, consultants shall prepare the following:

1. A letter of interest not to exceed two pages
2. Organizational chart of your firm. This chart shall illustrate key personnel responsible for specific elements of the process.
3. Resumes of personnel responsible for the services to be provided.
4. A list of similar work performed in the last three years.
5. A list of three references for recent contracts of similar size and scope.
6. Proof of professional liability insurance.
7. Schedule of billable hourly rates listed by position title for staff likely to be involved in the Woodbury County project.
8. A lump sum quotation for the identified scope of services.

All information must be received by **4:00 p.m. December 15, 2014**. Deliver information to the Office of the Public Bidder, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa 51101. All information should be submitted electronically to kjames@sioux-city.org. All submittals shall be in electronic .pdf format. Paper copies are not required.

SELECTION FACTORS

1) Ability and experience of professional personnel and staff
2) Past performance
3) Adequate staff to perform the work and willingness to meet time requirements.
4) Project understanding and approach.
5) Ability to complete the project on time.

POINT OF CONTACT: Inquiries relating to this RFP should be directed to Mark J. Nahra P.E. Woodbury County Engineer, at 712-873-3215.

Firms to consider for quotations:

Sunquist Engineering, PC
910 7th Street
Onawa, IA 51040

I & S Group
1725 North Lake Avenue
PO Box 458
Storm Lake, IA 50588

V & K Engineering
203 Sergeant Square Drive, Suite B
PO Box 220
Sergeant Bluff, IA 51045-0220

McClure Engineering
613 Pierce Street Suite 201
Sioux City, IA 51101

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

	6:00 a.m.	6:00 p.m.
November:		
November 10, 2014		**19**
November 11, 2014	**19**	**19**
November 12, 2014	**19**	**20**
November 13, 2014	**20**	**21**
November 14, 2014	**21**	**21**
November 15, 2014	**21**	**21**
November 16, 2014	**21**	**21**
November 17, 2014	**21**	

The Center average 20.3 residents per day during the 6:00 a.m. head count and 20.3 during the 6:00 p.m. check for a weekly average of 20.3 residents per day during the above week.

Of the twenty one residents detained on November 17, 2014, ten or forty eight percent are identified gang members. Of the ten, four or forty percent are identified as hard core members.

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

Mark Olsen
Director
WCJDC
November 17, 2014

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
11/15/14	Saturday	215	194	15	6	17
11/16/14	Sunday	223	202	15	6	17
11/17/14	Monday	210	188	15	7	17
11/18/14	Tuesday	212	188	16	8	13
11/19/14	Wednesday	205	181	15	9	13
11/20/14	Thursday	209	183	15	11	14
11/21/14	Friday	213	186	15	12	14
		1487	1322	106	59	105

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
11/15/14	235	203	32
11/16/14	232	207	25
11/17/14	232	201	31
11/18/14	243	213	30
11/19/14	234	206	28
11/20/14	226	197	29
11/21/14	228	201	27
	1630	1428	202

*Highest population count each day