NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MAY 19, 2015) (WEEK 21 OF 2015)

Agenda and Minutes also available at
www.woodburyiowa.com

Larry D. Clausen	Mark A. Monson	Jaclyn D. Smith	Jeremy J. Taylor	Matthew A. Ung
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held May 19, 2015 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, spell their name, and give their address and then their statement.
4. Everyone will have an opportunity to speak. Therefore, please limit your remarks to **three minutes on any one item**.
5. At the beginning of the discussion on any item, the Chair may request statements in favor of an action be heard first followed by statements in opposition to the action.
6. Any concerns or questions you may have which do not relate directly to a scheduled item on the agenda will also be heard under the final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please turn off all cell phones and other devices while in the Board Chambers.

AGENDA

9:00 a.m. **Secondary Road Tour**

4:30 p.m.

1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence	
2. Citizen Concerns	Information
3. Approval of the agenda (May 19, 2015)	Action
4. Approval of the minutes of May 12, 2015 meeting	Action
5. Discussion and approval of claims	Action
6. Human Resource – Ed Gilliland	
a. Approval of Memorandum of Personnel Transactions	Action
b. Approval of 28E Agreement for Sioux Rivers Regional Mental Health and Disabilities Services	Action
7. Board Administration/Public Bidder – Karen James	
a. Approval of lifting tax suspension for T.P.	Action
b. Approval of resolution for a tax suspension for C. G.	Action
c. Approval of resolution for notice of property sale Parcel #320430	Action
d. Approval of resolution for notice of property sale Parcel #182115	Action
e. Discussion and Action on Connecting Monitors in two LEC Courtrooms - Dennis Butler	Action

8. Board Administration – Dennis Butler — Action
   Discussion and Action on $865,000 General Obligation Capital Loan Notes, Series 2015
   1. Approval of Tax Exemption Certificate
   2. Approval of Resolution Approving and Authorizing a Form of Loan Agreement and Authorizing and Providing for the Issuance of Capital Loan Notes and Levying a Tax to Pay the Notes

9. Receive Commission of Veteran Affairs quarterly report — Action

10. Secondary Roads – Mark Nahra
    a. Consider resolution to place a stop sign at the intersection of 220th Street and Old Highway 75. — Action
    b. Consider resolution to place a yield sign at the intersection of 235th and Andrew Avenue — Action
    c. Consider resolution to place a speed limit of 35 mph beginning at the intersection of 220th Street and Old Highway 75 — Action
    d. Consider approval of Preconstruction Agreement for the County Route K25-Interstate 29 interchange overpass bridge replacement project — Action

11. Building Services – Mike Headid
    a. Opening of Trosper Hoyt bids for resurfacing building — Action
    b. Approval Veteran Affairs/Social Service parking lot closure — Action

Recess Board of Supervisors Meeting
Convene Orton Slough Drainage District Trustee Meeting

12. Approval of May 12, 2015 minutes — Action

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

13. Reports on committee meetings — Information

14. Citizen's Concerns — Information

15. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, MAY 19	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, MAY 20	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, MAY 21	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
TUESDAY, MAY 26	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F
	2:00 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, IA
MONDAY, JUNE 1	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, JUNE 2	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, JUNE 3	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, JUNE 4	**5:00 p.m.**	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, JUNE 9	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, JUNE 10	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, JUNE 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, JUNE 16	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, JUNE 17	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, JUNE 18	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa

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

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

#4

MAY 12, 2015 — TWENTYTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 12, 2015 at 4:30 p.m. Board members present wer Taylor, Smith, and Ung. Staff members present were Karen James, Board Administrator, Dennis Bu Controller, Joshua Widman, Assistant County Attorney, Ed Gilliland, Human Resources Director, Gl Human Resources Director, Jean Jessen, Deputy County auditor, and Patrick Gill, Auditor/Clerk to the Board.

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

2. Citizen concerns.

3. Motion by Taylor second by Ung to approve the Agenda for May 12, 2015. Carried 5-0. Copy filed.

4. Motion by Taylor second by Ung to approve the minutes of the May 5, 2015 Board meeting. Carried 5-0. Copy filed.

5. Motion by Ung second by Clausen to approve the county's claims totaling $598,483.84. Carried 5-0. Copy filed.

6. The Board presented a resolution thanking and commending Harlan Salvatori.

7a. Motion by Smith second by Clausen to approve the appointment of Nathan Nelson, Attorney-HIDTA Grant, County Attorney Dept., effective 5-18-15, $80,000/year. Job Vacancy Posted 12-1-14. Entry Level Salary: $65,000-$80,000.; and the end of probation of Isaac Martindale, Equipment Operator, Secondary Roads Dept., effective 5-26-15, $21.35/hour, 3%=$.64/hour. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase. Carried 5-0. Copy filed.

7b. Motion by Ung second by Taylor to approve and authorize the Chairperson to sign and "Authorization to Initiate Hiring Process" for (2) Equipment Operators, 1-(existing position) & 1-(new position), Secondary Roads Dept., CWA: $20.71/hour.; and for Project Engineer, Secondary Roads Dept., Wage Plan: $71,916 to $79,441/year. Carried 5-0. Copy filed.

7c. Motion by Clausen second by Smith to approve the De-Authorization of Asst. to Engineer (Position #13012), Secondary Roads Dept. Carried 5-0. Copy filed.

7d. Motion by Clausen second by Taylor to approve the Health and Wellness Fair October 27, 2015. Carried 5-0. Copy filed.

7e. Motion by Ung second by Taylor to approve the Safety Training at the Dorothy Pecaut Nature Center on November 12, 2015. Carried 5-0. Copy filed.

7f. Motion by Smith second by Ung to approve Employee Evaluation program with new evaluation forms from the State of Iowa. Carried 5-0. Copy filed.

7g. Motion by Taylor second by Ung to approve Human Resources to review an employee medical claim that was overlooked through the change from First Administrators to Wellmark. Carried 5-0. Copy filed.

8a. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #790740, Sioux City. Carried 5-0.

RESOLUTION #12,174
NOTICE OF PROPERTY SALE

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

East ½ acre NW NW Section 14, Township 88, Range 43, Eastwood Comm, Kedron Township, Woodbury County, Iowa
(see legal description)

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 **26th Day of May, 2015 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **26th Day of May, 2015,** immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $109.00** plus recording fees.

Dated this 12th Day of May, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8b. Motion by Taylor second by Ung to approve the agreement between Woodbury County and the City of Sergeant Bluff involving the Dogwood Trail Project. Carried 5-0. Copy filed.

9. Motion by Smith second by Taylor to receive the Auditor's Quarterly Report. Carried 5-0. Copy filed.

10. Motion by Clausen second by Smith to approve a 28E Agreement between Woodbury County and Woodbury Soil and Water Conservation District for funding and management of a watershed inspection and maintenance program in Woodbury County. Carried 5-0. Copy filed.

11. Motion by Smith second by Ung to approve of Engagement Agreement with Ahlers & Cooney, PC. Carried 5-0. Copy filed.

12. Motion by Ung second by Taylor to remove the cap on the number of qualified Deputy Sheriff Reserves. Motion by Clausen second by Smith to amend the motion to cap the number of Deputy Sheriff Reserves at 50. Motion failed 2-3 on a roll call vote; Taylor, Ung and Monson opposed. The main motion as proposed passed 3-2 on a roll call vote; Clausen and Smith opposed.

13. Motion by Taylor second by Ung to approve the refund of taxes to Larry Axlund for erroneously paid taxes for assessment year 2012. Carried 5-0. Copy filed.

14. Motion by Smith second by Ung to approve and authorize the Chairperson to sign a Resolution to increase Woodbury County Commission of Veteran Affairs from three to five members. Carried 5-0.

RESOLUTION #12,176
A RESOLUTION INCREASING THE MEMBERSHIP OF THE WOODBURY COUNTY COMMISSION OF VETERAN AFFAIRS FROM THREE TO FIVE

WHEREAS pursuant to Iowa Code § 35B.3, a county commission of veteran affairs shall consist of either three or five persons as determined by the Board of Supervisors; and

WHEREAS the Woodbury County Commission of Veteran Affairs currently consists of a membership of three persons; and

WHEREAS increasing the membership of the Woodbury County Commission of Veteran Affairs to five provides increased diversity on the Commission, brings in broader representation, and makes a quorum at meetings more achievable; and

WHERAS the Woodbury County Commission of Veteran Affairs and its executive director request that the membership of the Commission increase to five.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that the membership of the Woodbury County Commission of Veteran Affairs shall consist of five (5) people.

BE IT FURTHERESOLVED that the initial terms of the two new members shall be two and three years respectively.

Dated May 12, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

15. Motion by Clausen second by Ung to approve and to receive for signatures a Resolution for IEDA Workforce Housing Tax Incentive Program – Char-Mac Assisted Living. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,175
A RESOLUTION IN SUPPORT OF AND AUTHORIZING THE FILING OF AN APPLICATION FOR WORKFORCE HOUSING TAX INCENTIVES WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, Char-Mac Assisted Living, wholly owned by Char-Mac, Inc. (both hereinafter referred to as "Company"), desires to expand its existing operations in Woodbury County, State of Iowa, at 200 East Char-Mac Drive, Lawton, Iowa. Said Company will make a capital investment of $3.7 million for this housing development expansion and will directly hire 20 employees to perform specialized work associated with its assisted living facility;

WHEREAS, Woodbury County has been contacted regarding a planned substantial expansion of said Company, and desires to assist the project by sponsoring its application to the Iowa Economic Development Authority's Workforce Housing Tax Incentives Program (hereinafter referred to as "WHTIP"); and

WHEREAS, the Company has requested assistance from the City of Lawton and Woodbury County through the establishment of an Urban Renewal Area and Tax Increment Financing District, and, state law authorizes the City and County to grant an exemption from property taxation for the amount of new taxable valuation that is added by reason of the development, which will be used as the source of local matching funds required for the WHTIP application; and

WHEREAS, the Company plans on making a $3.7 million investment in an incorporated portion of Woodbury County, while adding new assessable tax valuation to Woodbury County; and

WHEREAS, the Company plans to develop housing in Woodbury County as a result of the project and in accordance with its application to the WHTIP; and

WHEREAS, without the commitment of WHTIP funds, the project cannot be completed in a timely manner, thus jeopardizing the Company's commitment to housing development, creating jobs, and opportunities for future housing growth in the Woodbury County; and

WHEREAS, Woodbury County is a duly recognized political subdivision of the State of Iowa acting under the laws of the State of Iowa; and

WHEREAS, the Board of Supervisors is the duly elected governing body of Woodbury County, Iowa; and

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

1. The Woodbury County Board of Supervisors is in full support of the opportunity to promote housing development and permanent job creation in Woodbury County and the related WHTIP application.

2. County staff is authorized to assist in the preparation of the WHTIP application and any related materials deemed necessary.

SO RESOLVED this 12th day of May 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

16. The Board of Supervisors Meeting was recessed for an Orton Slough Drainage District Meeting.

The Board of Supervisor's meeting was called back to order.

17. Reports on committee meetings.

18. Citizen's concerns.

19. Board concerns and comments.

The Board adjourned the regular meeting until May 19, 2015.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#6a

Date: 5-14-15

Weekly Agenda Date: 5-19-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Memorandum of Personnel Transactions

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of Memorandum of Personnel Transactions

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

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

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: **Board of Supervisors and the Taxpayers of Woodbury County**

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

RE: **Memorandum of Personnel Transactions**

DATE: **May 19, 2015**

For the May 19, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Two Secondary Roads District Foreman, Wage Plan Matrix Change from Step 4 to Step 8.
2) Secondary Roads Asst. to the Engineer, Position Transfer.
3) Two Secondary Roads Temporary Engineering Aides, Appointment.
4) Secondary Roads Temporary Summer Laborer, Appointment.
5) Two Social Services Case Managers, End of Probation Salary Increase.

Thank you.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: May 19, 2015

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Gray, Michael	Secondary Roads	2-10-15	District Foreman	$63,756/year	0%	O	Per Wage Plan Matrix, Change Step from Step 4 to Step 8.
Handke, Thomas	Secondary Roads	2-10-15	District Foreman	$63,756/year	0%	O	Per Wage Plan Matrix, Change Step from Step 4 to Step 8.
Kusler, Benjamin	Secondary Roads	5-13-15	Asst. to the Engineer	$75,180/year	0%	T	Position Transfer.
Corbin, Nolan	Secondary Roads	5-20-15	Temporary Engineering Aide	$11.00/hour		A	Not to exceed 120 days.
Hayden, James	Secondary Roads	5-20-15	Temporary Engineering Aide	$11.50/hour		A	Not to exceed 120 days.
Fry, Jacob	Secondary Roads	5-21-15	Temporary Summer Laborer	$9.00/hour		A	Not to exceed 120 days.
Gehrig, Shannon	Social Services	5-24-15	Case Manager	$20.18/hour	4%=$.83/hour	E	Per Wage Plan Matrix, End of Probation Salary Increase.
Huffman, Earlina	Social Services	5-26-15	Case Manager	$20.18/hour	4%=$.83/hour	E	Per Wage Plan Matrix, End of Probation Salary Increase.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR Gloria Mollet

#10b

28E AGREEMENT FOR

SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SE

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 (*add:* develop a) contract (*add:* and job description to be used) with member counties to staff the needs of Sioux Rivers Regional MHDS. Staff shall include one or more coordinators of services, known as (*simplify:* service coordinators) Mental Health & Disabilities Services (MHDS) Coordinators, in each of the member counties (*add:* along with necessary support staff). 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 (*simplify:* Service) Coordinator in their respective county. The

Governance Board shall appoint (*change:* contract with the county for) that person to provide service coordination in said county (*add for clarification:* with direct supervision provided by the CEO for those services).

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, (change language for clarification: The Service Coordinators are employees of their respective counties for personnel, payroll and benefits purposes, but report to their particular Board of Supervisors only for business unrelated to Sioux Rivers Regional MHDS. For job duties performed on behalf of 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, (*add for clarification:* among other assigned duties, which will be enumerated in the Service Coordinator job description):

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 (has) will develop(ed) (*add:* and will assure on-going compliance with) the Regional Mental Health and Disabilities Services (MHDS) Management Plan, (*add:* Policies & Procedures) which will define the type and method of service delivery to residents of the (*simplify:* Sioux Rivers Region) Sioux River Regional MHDS, with the cooperation and input of the County MHDS Coordinators (*change for clarification:* and will submit updates to this plan, when deemed necessary), to the Governing Board not later than December 31st (of each year. An Annual Service and Budget Plan will be formulated and submitted to the Governing Board for approval at their March meeting of each year. This plan will be submitted to DHS by April 1st annually. While these documents are approved by the Sioux Rivers Governing Board of Directors, they are effective only upon the subsequent approval of the Department of Human Services). 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 (*add:* and said Governing Board shall determine the amount of mental health dollars levied by individual counties on behalf of the Region, up to the state levy cap, on an annual basis).

(*the following language will replace the remainder of 7.1 through 7.3)*

All MHDS funds shall be maintained in a common "Regional Fund", and will be administered by the fiscal agent. All services to eligible residents of the Region, regardless of which county they reside in, will be billed directly to the fiscal agent and will be paid from this fund. Each county will retain a local "Administrative Fund" into which mental health dollars will be deposited when levied and collected on behalf of the Region, before forwarding to the Fiscal Agent. Administrative costs incurred in the course of doing business in each member county, including personnel costs (Service Coordinators and support staff), shall be paid from the Administrative Fund in said county. Administrative costs incurred on behalf of the Region, whether by the CEO or

the Governing Board, may be paid from either a County's Administrative fund or the Regional Fund, as budgeted.

All MHDS funds, whether deposited in the Regional Fund or local Administrative Fund, shall be expended only for costs approved in the regional management plan, and in compliance with the law, direction from the Governing Board/CEO and other written policies of Sioux Rivers Regional MHDS.

The Governing Board shall appoint a fiscal agent annually, initially Woodbury County, for management of the Regional Fund, which shall be compensated for services to the Region at a rate established by the Regional Governing Board.

All funds and expenditures will receive management oversight from the Chief Executive Officer on behalf of the Regional Board.

b) 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 Initial and On-going Process for Funding Regional Operations & Common Regional Fund

On July 1, 2015, the member counties will retain an amount equal to 100% of the amount budgeted for FY 2016 for service coordination and administration, in their respective "Administrative Fund", as well as an amount adequate to cover budgeted services expenditures for July and August, 2015. All remaining funds will be transferred to the Sioux Rivers fiscal agent, Woodbury County, to be deposited into the "Regional Fund". In subsequent years, when the Counties levy the first half of their residential property taxes in the fall, all funds collected shall be forwarded to the fiscal agent, minus an amount equal to the annual budgeted amount for service coordination and administrative costs for that fiscal year. When the 2nd half of the county's taxes are levied in the spring, all funds collected shall be forwarded to the fiscal agent, minus 25% of the amount budgeted for service coordination and administration in the ensuing fiscal year, in order to meet administrative expenses in the first quarter of that year.

7.3 Process for Annual Independent Audit

Administrative fund 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 common Regional funds, the Governing Board.

(Original language):

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.

c) 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.

d) 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

#7a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

Date: May 14, 2015

Weekly Agenda Date: May 19, 2015

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

SUBJECT: Lifting Tax Suspension

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of Lifting Tax Suspension for T.P.

EXECUTIVE SUMMARY: T.P. has been on tax suspension since October 2, 2012. T.P. has passed away in October of 2014.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION: The Board to approve the lifting of the tax suspension for T.P.

ACTION REQUIRED / PROPOSED MOTION: Motion to lift the tax suspension for T.P.

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

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM

TO:	Board of Supervisors
FROM:	Karen James, Administrative Coordinator
DATE:	May 14, 2015
RE:	Lifting of Tax Suspensions

Please lift the tax suspension for T. P. as this person is deceased.

Thank you.

Attachment

#7b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S

Date: May 14, 2015

Weekly Agenda Date: May 19, 2015

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

SUBJECT: Tax Suspension

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of resolution for a tax suspension for C. G.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION: Please consider this request for a tax suspension for C. G. If the Board approves this request, the suspension resolution requires the chairman's signature.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the resolution for a tax suspension for C. G.

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

#7c

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #320430

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

Lot Seven, Block One, Levitt Heights Addition, City of Sioux City, Woodbury County, Iowa
(2323 W. 14th 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 **2nd Day of June, 2015 at 4:40 o'clock p.m.** in the basement of the Woodbury County Courthouse.

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

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $87.00** 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 19th Day of May, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Gloria Caskey Date: 4-27-15

Address: 2325 W14th St. S.C. IA Phone: 203-8721 → 203-8723

Address or approximate address/location of property interested in:
2323 W14th St

GIS PIN # 894719459004

*This portion to be completed by Board Administration *

Legal Description:
Lot 7 Block 1 Levitt Heights Addition
City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: 1043/1996 Parcel # 320430

Tax Deeded to Woodbury County on: 12-16-97

Current Assessed Value: Land $7,100 Building — Total 7,100

Approximate Delinquent Real Estate Taxes: —

Approximate Delinquent Special Assessment Taxes: —

*Cost of Services: $86.00

Inspection to: Mark Monson Date: 4-27-15

Minimum Bid Set by Supervisor: $1.00

Date and Time Set for Auction: June 2nd @ 4:40 pm

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

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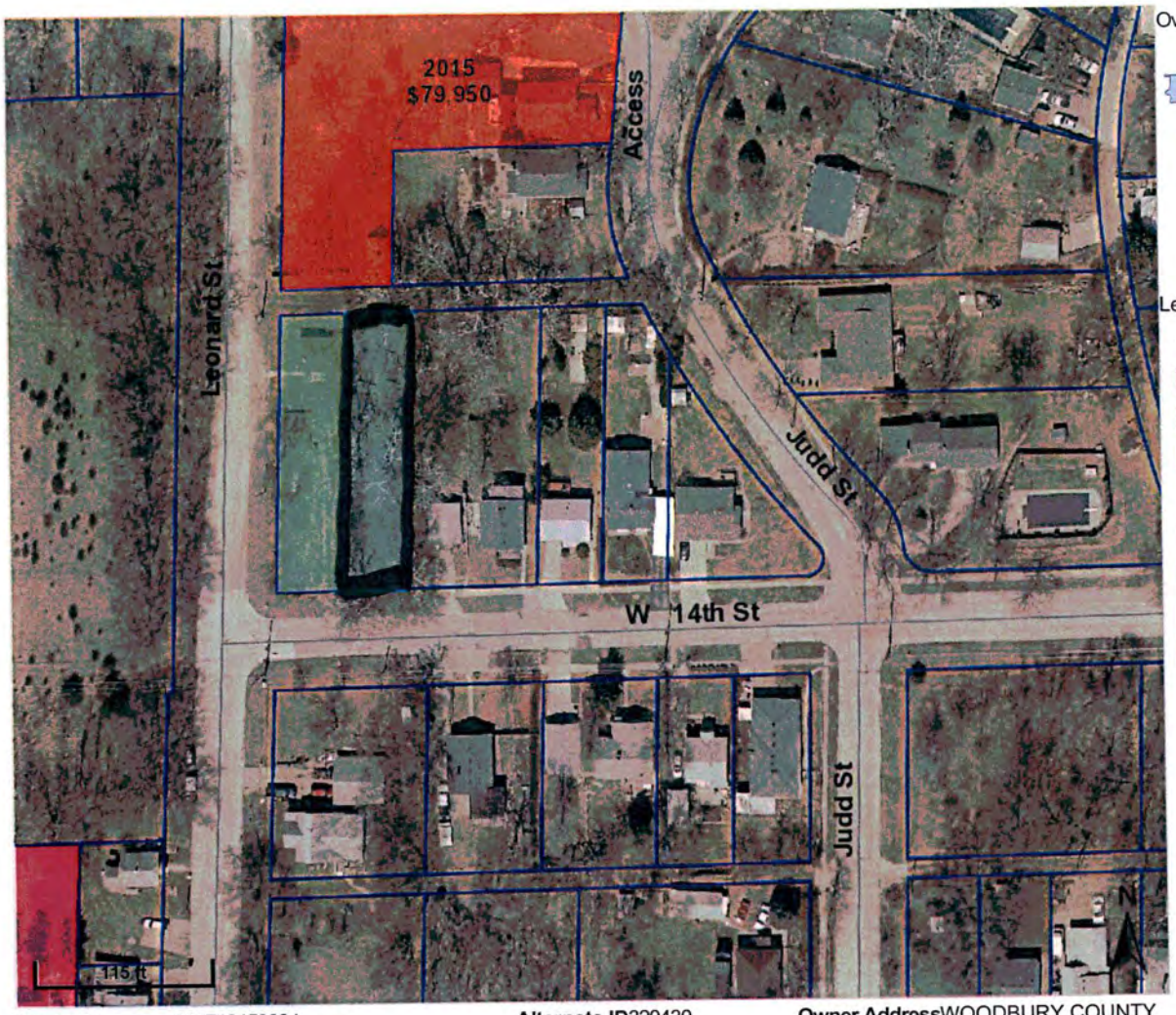
Date Created: 4/27/2015



Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2013
- 2014
- 2015
- Parcels

Parcel ID	894719459004	**Alternate ID**	320430	**Owner Address**	WOODBURY COUNTY 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	2323 W 14TH ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description LEVITT HEIGHTS
LOT 7 BLK 1
(Note: Not to be used on legal documents)

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Woodbury County, IA / Sioux City

beacon™

Date Created: 5/13/2015

Parcel ID	894719459004	**Alternate ID**	320430	**Owner Address**	WOODBURY COUNTY 620 DOUGLAS ST SIOUX CITY, IA 51101-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	2323 W 14TH ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description LEVITT HEIGHTS
LOT 7 BLK 1
(Note: Not to be used on legal documents)

Last Data Upload: 5/13/2015 4:05:21 AM

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#7d

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #182115

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

Lot Four, Block Ten Gaughrans 2nd Addition to Sioux City and Woodbury County, Iowa
(3112 1st 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 **2nd Day of June, 2015 at 4:42 o'clock p.m.** in the basement of the Woodbury County Courthouse.

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

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $408.00** 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 19th Day of May, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Viking Approvals Inc Date: 3/11/14

Address: P.O. Box 1381 Phone: 277-1050

Address or approximate address/location of property interested in:

3112 1st Street

GIS # 894726360004

*This portion to be completed by Board Administration *

Legal Description:

Lot 4 Block 10 Gaughrans Addition
City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: 6/17/2013 # 1078 Parcel # 182115

Tax Deeded to Woodbury County on: 3/24/2015

Current Assessed Value: Land $2,400- Building Ø Total $2,400-

Approximate Delinquent Real Estate Taxes: $692-

Approximate Delinquent Special Assessment Taxes: $1,407-

*Cost of Services: $108-

Inspection to: George Baykin Date: 3/11/14

Minimum Bid Set by Supervisor: $300-

Date and Time Set for Auction: June 2nd @4:42pm

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

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

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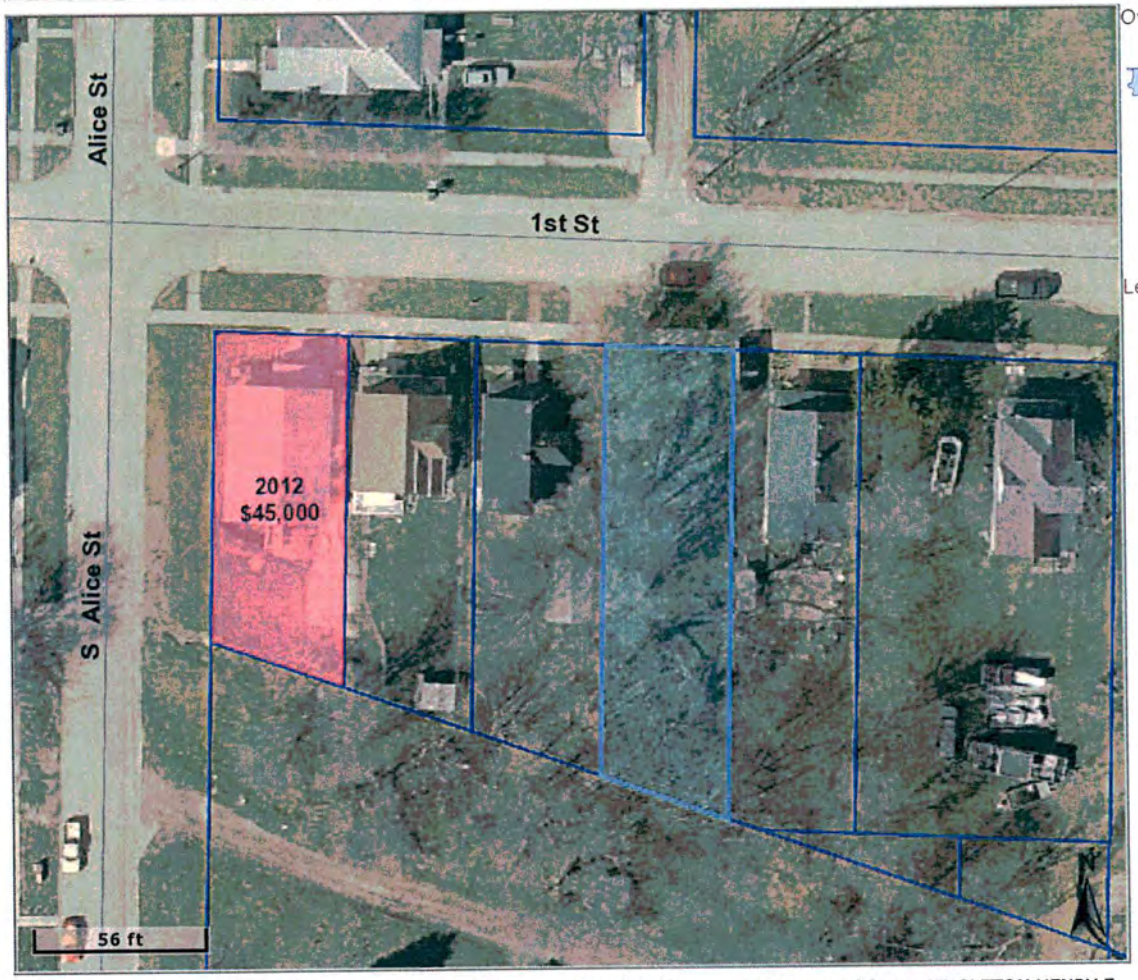

Overview

Legend

- Roads
- Corp Boundaries
- Townships
- Sections

Residential Sales

- 2011
- 2012
- 2013
- Parcels

Parcel ID	894726365004	**Alternate ID**	182115	**Owner Address**	SINGLETON HENRY E SINGLETON CHERYL E 1517 G ST SO SIOUX CITY, NE 68776-0000
Sec/Twp/Rng	0-0-0	**Class**	R		
Property Address	3112 1ST ST SIOUX CITY	**Acreage**	n/a		

District 087 SC LL SIOUX CITY COMM

Brief Tax Description GAUGHRANS 2ND
LOT 4 BLK 10
(Note: Not to be used on legal documents)

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Woodbury County, IA / Sioux City

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Date Created: 5/13/2015

Parcel ID	894726365004	**Alternate ID**	182115	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	**Class**	R		WOODBURY COUNTY COURTHOUSE
Property Address	3112 1ST ST	**Acreage**	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000

District 087 SC LL SIOUX CITY COMM

Brief Tax Description GAUGHRANS 2ND
LOT 4 BLK 10
(Note: Not to be used on legal documents)

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#7e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: _5-14-15

Weekly Agenda Date: 5-19-15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler

SUBJECT: Hook-up of monitors in LEC Courtroom

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Discussion and Action on Connecting Monitors in two LEC Courtrooms.

EXECUTIVE SUMMARY: A request has been made to connect two monitors, one in each courtroom. This will make court appearances more efficient and safer once connected.

BACKGROUND: Monitors were installed in three LEC courtrooms. Only one was made functional while the other two were not. When inmates make courtroom appearances, there is generally two or more jail personal accompanying the inmates.

FINANCIAL IMPACT: A proposal to connect the two remaining monitors is included in the Board Packet.

RECOMMENDATION: Approve connecting the remaining two monitors in the LEC courtrooms which will make court appearances more efficient and safer.

ACTION REQUIRED / PROPOSED MOTION: Motion by _____, second by _____ to approve the bid of Electronic Engineering in the amount of _____ for the connecting of the two courtroom monitors in the LEC to be paid by available County Building funds.

Approved by Board of Supervisors March 3, 2015.

Electronic Communications Inc
1246 River Drive
North Sioux City, SD 57049

Phone 605-217-2299
Fax 605-217-2288

PROPOSAL

Number AAAQ77

Date May 14, 2015

Sold To	Ship To
WOODBURY COUNTY COURTHOUSE BOARD OF SUPERVISORS 620 DOUGLAS STREET , IA 51101 **Phone** **Fax**	**WOODBURY COUNTY COURTHOUSE** BOARD OF SUPERVISORS 620 DOUGLAS STREET , IA 51101 **Phone** **Fax**

Salesperson	P.O. Number	Ship Via	Terms
Shawn			

Qty	Description	Unit Price	Ext. Price
5	1 In 4 Out Video Distribution Amplifier	$40.00	$200.00
1	70" LED Monitor	$1,300.00	$1,300.00
7	Clinton Electronics Ceiling Mount 1080p Camera	$216.00	$1,512.00
1	Clinton Electronics Box Mount 1080p Camera	$203.00	$203.00
4	Clinton Electronics High Def Video Input Device	$950.00	$3,800.00
4	Aiphone 2 Way Intercom Station	$285.00	$1,140.00
1	Aiphone 8 Zone Intercom Master Control Unit	$1,351.00	$1,351.00
7	Louroe Electronics Verifact A Microphone	$138.00	$966.00
2	Siamese RG59U/18-2 Cable	$230.00	$460.00
1	Cat 5E Network Cable	$98.00	$98.00
4	Speaker Amplifier Combination	$254.00	$1,016.00
80	Labor	$75.00	$6,000.00

SubTotal	$18,046.00
Tax	$0.00
Shipping	$0.00
Total	**$18,046.00**

This proposal includes addition of 2 way video and intercom to courtroom 2 and 3 as well as upgrading existing system in courtroom 1 to include a wall mount monitor to replace existing projector

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTIAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

#8

(This Not

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The Board of Supervisors of Woodbury County, State of Iowa.

Date of Meeting: May 19, 2015.

Time of Meeting: _____ o'clock _____.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:

$865,000 General Obligation Capital Loan Notes, Series 2015

- Approval of Tax Exemption Certificate.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and levying a tax to pay the Notes.

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

May 19, 2015

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 _____ o'clock _____.M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

_____

_____

Absent: _____

* * * * * * *

Board Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member _____ seconded the motion and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $865,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015, AND LEVYING A TAX TO PAY THE NOTES" and moved that it be adopted. Board Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

_____

NAYS: _____

Whereupon, the Chairperson declared the Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $865,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015, AND LEVYING A TAX TO PAY THE NOTES

WHEREAS, the Issuer is a political subdivision duly organized and existing under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings, an essential county purpose, and it is deemed necessary and advisable that a form of Loan Agreement be

approved and authorized and that County General Obligation Capital Loan Notes in the amount of $865,000, be issued for the foregoing purpose; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code, this Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of General Obligation Capital Loan Notes, Series 2015, and the Board is therefore now authorized to proceed with the issuance of General Obligation Capital Loan Notes:

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.

- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

- "Note Fund" shall mean the fund required to be established by Section 4 of this Resolution.

- "Notes" shall mean $865,000 General Obligation Capital Loan Notes, Series 2015 authorized to be issued by this Resolution.

- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean the County Treasurer of Sioux City, Iowa , or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the

Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the issuance of the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the County Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor.

Section 3. Levy and Certification of Annual Tax; Other Funds to be Used.

(a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Woodbury County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$173,067 (funds on hand)	2015/2016
$182,618	2016/2017
$180,215	2017/2018
$177,809	2018/2019
$175,405	2019/2020

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016, will be collected during the fiscal year commencing July 1, 2017).

(b) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of such tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 4. Note Fund. The tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as

the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND 2015 NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to the fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 5. Application of Note Proceeds. Proceeds of the Notes other than accrued interest except as may be provided below shall be credited to the Project Fund and expended only for the purposes of the Project. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2013 (formerly Chapter 452, Code of Iowa, as amended) or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2013, as amended or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

(a) Note Details. General Obligation Capital Loan Notes, Series 2015, of the County in the total amount of $865,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015 NO. 1", be dated May 29, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on June 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the County Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution. Principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of $1,000 or multiples thereof and shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
$173,000	1.39%	2015
$173,000	1.39%	2016
$173,000	1.39%	2017
$173,000	1.39%	2018
$173,000	1.39%	2019

(b) Redemption. The Notes are not subject to redemption prior to maturity.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Treasurer is hereby appointed as Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the

registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentment of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer

in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. The Chairperson and Auditor shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

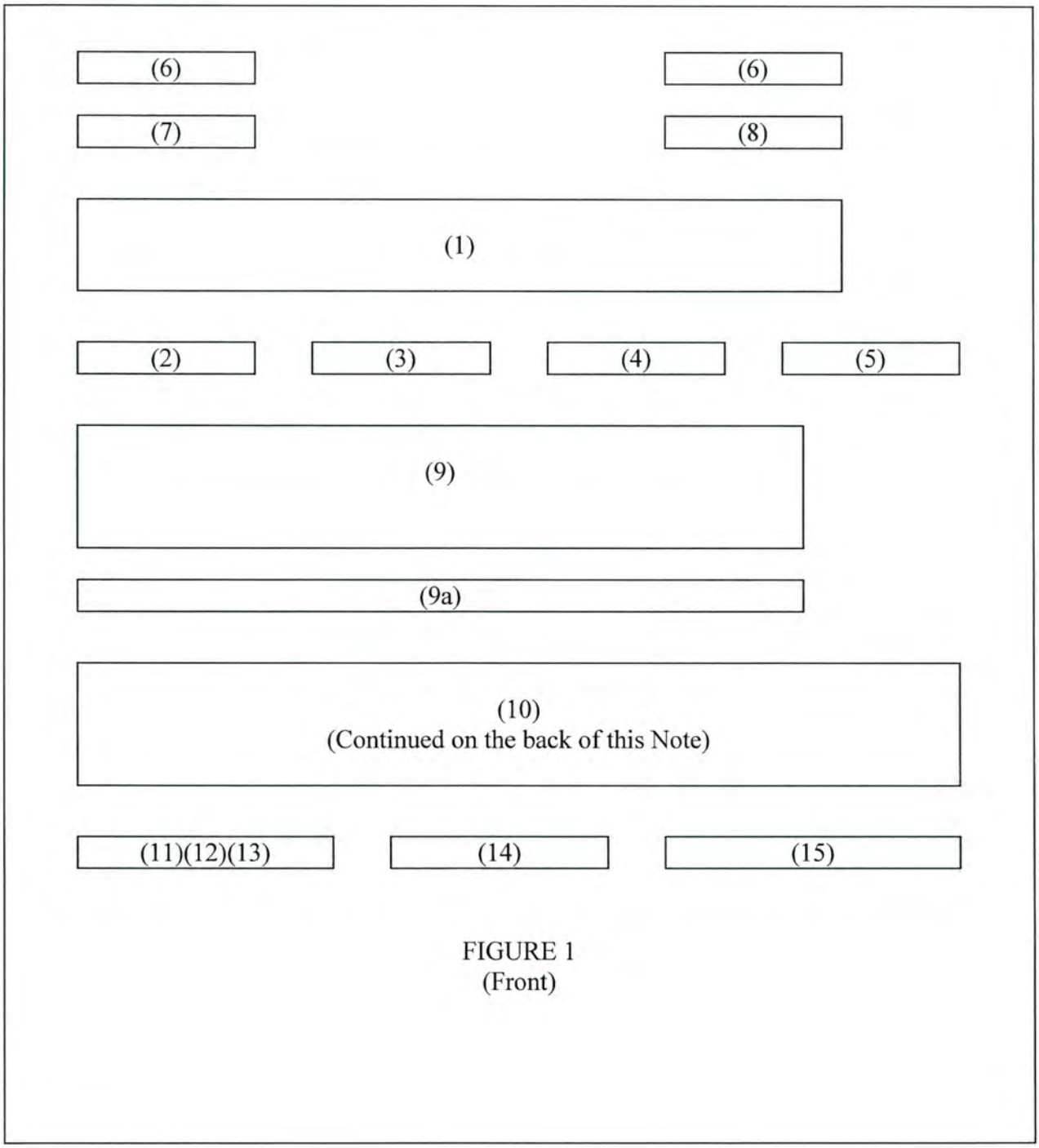


FIGURE 1
(Front)

(10) (Continued)		(16)

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"WOODBURY COUNTY"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2015"
"ESSENTIAL COUNTY PURPOSE"

Item 2, figure 1= Rate: _____%
Item 3, figure 1= Maturity: _____
Item 4, figure 1= Note Date: May 29, 2015
Item 5, figure 1= CUSIP No.: _____
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. _____
Item 8, figure 1= Principal Amount: _____

Item 9, figure 1= Woodbury County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) THOUSAND DOLLARS in lawful money of the United States of America, in accordance with the attached maturity schedule marked Exhibit "A", only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Section 331.402 of the Code of Iowa, as amended, for the purpose of paying costs of public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated May 29, 2015, in conformity to a Resolution of the Board of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general

covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the Issuer are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

This Note is a "qualified tax-exempt obligation" designated by the Issuer for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

IN TESTIMONY WHEREOF, the Issuer by its Board of Supervisors, has caused this Note to be signed by the manual signature of its Chairperson and attested by the manual signature of its County Auditor, with the seal of said County impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, County Treasurer, Woodbury County, State of Iowa .

Item 11, figure 1	=	Date of authentication:
Item 12, figure 1	=	This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar

By: _____

Authorized Signature

Item 13, figure 1	=	Registrar and Transfer Agent:	County Treasurer
		Paying Agent:	County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)
Item 15, figure 1 = (Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: _____ (manual signature) _____
Chairperson

ATTEST:

By: _____ (manual signature) _____
County Auditor

Item 16, figure 1 = (Assignment Block)
(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

_____

_____
(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - ..... Custodian .....
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

Section 14. Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between the County and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of such statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed

to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 16. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax Exempt Obligations" pursuant to the Internal Revenue Code of the United States, the Issuer designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax exempt governmental obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this 19th day of May, 2015.

_____
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 _____, 2015.

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

(COUNTY SEAL)

01111281-1\18799-022

#9

QUARTERLY REPORT
COMMISSION OF VETERAN AFFAIRS

STATE OF IOWA
WOODBURY COUNTY

We, the undersigned, members of the Commission of Veteran Affairs, hereby certify that the following is a correct statement of the initials and amounts of assistance given to persons entitled to relief under Chapter 35 of the Code of Iowa, and for the quarter ending March 31, 2015 – 3rd Quarter (January, February and March 2015).

Members of Veteran Affairs Commission

VETERAN	ASSISTANCE AMT
1005	549.54
1006	321.00
1008	57.00
1010	219.55
1011	625.00
1012	510.04
1013	500.00
1014	763.74
1015	307.00
1016	793.31
1017	479.67
1018	900.00
1021	455.00
County Veterans	150.00

TOTAL ASSISTANCE FY 13-14 3rd QUARTER: $ 6,630.85

#10a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: May 13, 2015

Weekly Agenda Date: May 19, 2015

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

SUBJECT: **Consider Resolution to Place a Stop Sign at 220th Street and Old Highway 75**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Consider Resolution to Place a Stop Sign at the intersection of 220th Street and Old Highway 75.

EXECUTIVE SUMMARY: Resolution gives the Board of Supervisors approval to place regulatory signs at a county road intersection..

BACKGROUND: Iowa Code Section 321.255 , titled "Local traffic-control devices" states that " Local authorities in their respective jurisdiction shall place and maintain such traffic-control devices upon highways under their jurisdiction as they may deem necessary to indicate and to carry out the provisions of this chapter or local traffic ordinances or to regulate, warn, or guide traffic. All such traffic-control devices hereafter erected shall conform to the state manual and specifications."

FINANCIAL IMPACT: Cost of signing, approximately $225 at this location. Signing is to be done by City staff of Sergeant Bluff in cooperation with the Dogwood Trail project agreement.

RECOMMENDATION: Recommend approval of resolution.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the resolution to place stop signs at 220th Street and Old Highway 75.

RESOLUTION FOR THE ESTABLISHMENT OF STOP SIGNS AT THE INTERSECTIONS OF 220th STREET AND OLD HIGHWAY 75
RESOLUTION NO. _____

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

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

AND WHEREAS, traffic through the intersection discussed herein has changed due to the construction of the Dogwood Trail in Sergeant Bluff resulting in a significant change to the volume of traffic at these intersections,

AND WHEREAS, there are currently no stop signs controlling traffic at the new intersections,

AND WHEREAS, with the increased level of traffic at the intersections of the new and improved routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 19th day of May, 2015, recognize as official the location of a stop signs at the intersections described below:

1. Located at the intersection of 220th Street and Old Highway 75, causing traffic travelling north on Old Highway 75 to come to a complete stop.
2. Located at the intersection of 220th Street and Old Highway 75, causing traffic travelling south on Old Highway 75 to come to a complete stop.

Woodbury County Board of Supervisors

_____
Mark Monson, Chairman

Recommended:

_____
Larry Clausen, Member

_____
Woodbury County Engineer

_____
Jackie Smith, Member

Attest:

_____
Jeremy Taylor, Member

_____
Woodbury County Auditor

_____
Matthew Ung, Member

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#10b

Date: May 13, 2015

Weekly Agenda Date: May 19, 2015

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

SUBJECT: **Consider Resolution to Place a Yield Sign at 235th Street and Andrew Avenue**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Consider Resolution to Place a Yield Sign at the intersection of 235th Street and Andrew Avenue.

EXECUTIVE SUMMARY: Resolution gives the Board of Supervisors approval to place regulatory signs at a county road intersection..

BACKGROUND: low Code Section 321.255 , titled "Local traffic-control devices" states that " Local authorities in their respective jurisdiction shall place and maintain such traffic-control devices upon highways under their jurisdiction as they may deem necessary to indicate and to carry out the provisions of this chapter or local traffic ordinances or to regulate, warn, or guide traffic. All such traffic-control devices hereafter erected shall conform to the state manual and specifications."

FINANCIAL IMPACT: Cost of signing, approximately $75 at this location.

RECOMMENDATION: Recommend approval of resolution.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the resolution to place a yield sign at 235th Street and Andrew Avenue.

RESOLUTION FOR THE ESTABLISHMENT OF A YIELD SIGN AT THE INTERSECTION OF 235th STREET AND ANDREW AVENUE
RESOLUTION NO. _____

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop and yield signs,

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

AND WHEREAS, traffic through the intersection discussed herein has changed due to the completion of the extension of Andrew Avenue and 240th Street between 235th Street and Allison Avenue for use as a haul road and construction site access road during the construction of the new CF Industries plant, resulting in a significant change to the volume of traffic at these intersections,

AND WHEREAS, continued monitoring traffic control at the new intersection has justified a change in the traffic control at the intersection,

AND WHEREAS, with the increased level of traffic at the intersections of the new and improved routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 19th day of May, 2015, recognize as official the location of a yield sign at the intersections described below:

1. Located at the intersection of 235th Street and Andrew Avenue, causing traffic travelling north on Andrew Avenue to come to yield to 235th Street traffic.

Woodbury County Board of Supervisors

_____
Mark Monson, Chairman

Recommended:

_____
Larry Clausen, Member

_____
Woodbury County Engineer

_____
Jackie Smith, Member

Attest:

_____
Jeremy Taylor, Member

_____
Woodbury County Auditor

_____
Matthew Ung, Member

#10c

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F

Date: May 13, 2015

Weekly Agenda Date: May 19, 2015

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

SUBJECT: **Consider Resolution to Place a Speed Limit on Old Highway 75**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Consider Resolution to Place a Speed Limit of 35 mph beginning at the intersection of 220th Street and Old Highway 75.

EXECUTIVE SUMMARY: Resolution gives the Board of Supervisors approval to a speed limit on a county road.

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

FINANCIAL IMPACT: Cost of signing, approximately $150 at this location. Signing is to be done by City staff of Sergeant Bluff in cooperation with the Dogwood Trail project agreement.

RECOMMENDATION: Recommend approval of resolution.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the resolution to place a 35 mph speed limit beginning at 220th Street and Old Highway 75.

SPEED LIMIT RESOLUTION
OLD HIGHWAY 75
RESOLUTION NO. _____

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

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

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

1). Beginning at the intersection of Old Highway 75 and 220th Street then proceeding north to Warrior Road, a speed limit of 35 miles per hour is established.

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

Passed and approved this 19th day of May, 2015 by the Woodbury County Board of Supervisors.

_____
Mark Monson, Chairperson

_____
Larry Clausen, Member

_____
Jackie Smith, Member

_____
Jeremy Taylor, Member

_____
Matthew Ung, Member

Recommended:

_____
Mark Nahra, Woodbury County Engineer

ATTEST:

_____
Patrick Gill, Woodbury County Auditor

#10d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: May 13, 2015

Weekly Agenda Date: May 19, 2015

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

SUBJECT: Pre- Construction Agreement with Iowa DOT for the Salix Interchange Project on I-29

ACTION REQUIRED:

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

Consider Approval X

WORDING FOR AGENDA ITEM: Consider approval of Preconstruction Agreement for the County Route K25 – Interstate 29 interchange overpass bridge replacement project.

EXECUTIVE SUMMARY: This agreement outlines the responsibilities and cost share for a proposed calendar year 2016 project to replace the existing overpass bridge and ramp pavements at the Interstate 29 and County Route K25 interchange. The county's primary responsibility will be for establishing detour routes on local roads and assisting with the placement of advance project signing.

BACKGROUND: This project is in the five year program for Woodbury County and the Iowa DOT state transportation improvement program. Woodbury County will be replacing the K25 pavement through the town of Salix during the period that the interchange is closed in cooperation with the city. The project work will all be done in calendar year 2016.

FINANCIAL IMPACT: Minimal – cost of signing only.

RECOMMENDATION: Recommend approval

ACTION REQUIRED/PROPOSED MOTION: Motion to approve Preconstruction Agreement numbered 2015-C-236.

IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project

County	Woodbury
Project No.	BRFIMX-029-6(246)134--14-97
Iowa DOT Agreement No.	2015-C-236
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to I-29 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Bridge replacement at the I-29 interchange with County Road K25 (Salix interchange) approximately 6.4 miles north of Iowa 141 (see Exhibit A for project location).

b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT (see Exhibit B for details):

i. County Road K25 will be reconstructed from Sta. 1132+80 to 11413+10. A 22-foot wide paved roadway with 6-foot shoulders will be constructed outside the ramps (Sta. 11392+80 to 11396+63.40 and Sta. 11409+70.82 to 11413+10). A 24-foot wide paved roadway with 8-foot paved shoulders will be constructed from the east to the west ramp terminals (Sta. 11397+13.40 to 11409+20.82).

ii. Buchanan Avenue will be regraded from Sta. 21411+65.88 to 21412+70.66 to match the elevation of County Road K25.

2. Project Costs

a. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

a. I-29 through-traffic will be maintained during the construction.

b. County Road K25 will be closed during construction. Reconstruction will occur from Sta. 11392+80 to 11413+10; and Buchanan Avenue will be closed during the reconstruction of County Road K25 with no access to County Road K25. The DOT will furnish and install the required barricades and signing for the closures at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

c. The DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.

b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.

c. If necessary, the DOT will relocate at project cost all existing LPA-owned destination lights, and signs which require adjustment as part of this project (if any). If the LPA chooses to perform relocation of the LPA-owned lighting and signing, the DOT will reimburse the LPA for said relocations upon receipt of a properly documented billing from the LPA. Any destination lights which require adjustment as part of this project which are owned by a utility company and rented to the LPA will be relocated by the utility company at no cost to the project.

d. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

6. General Provisions

a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.

c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.

d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.

f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-C-236 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

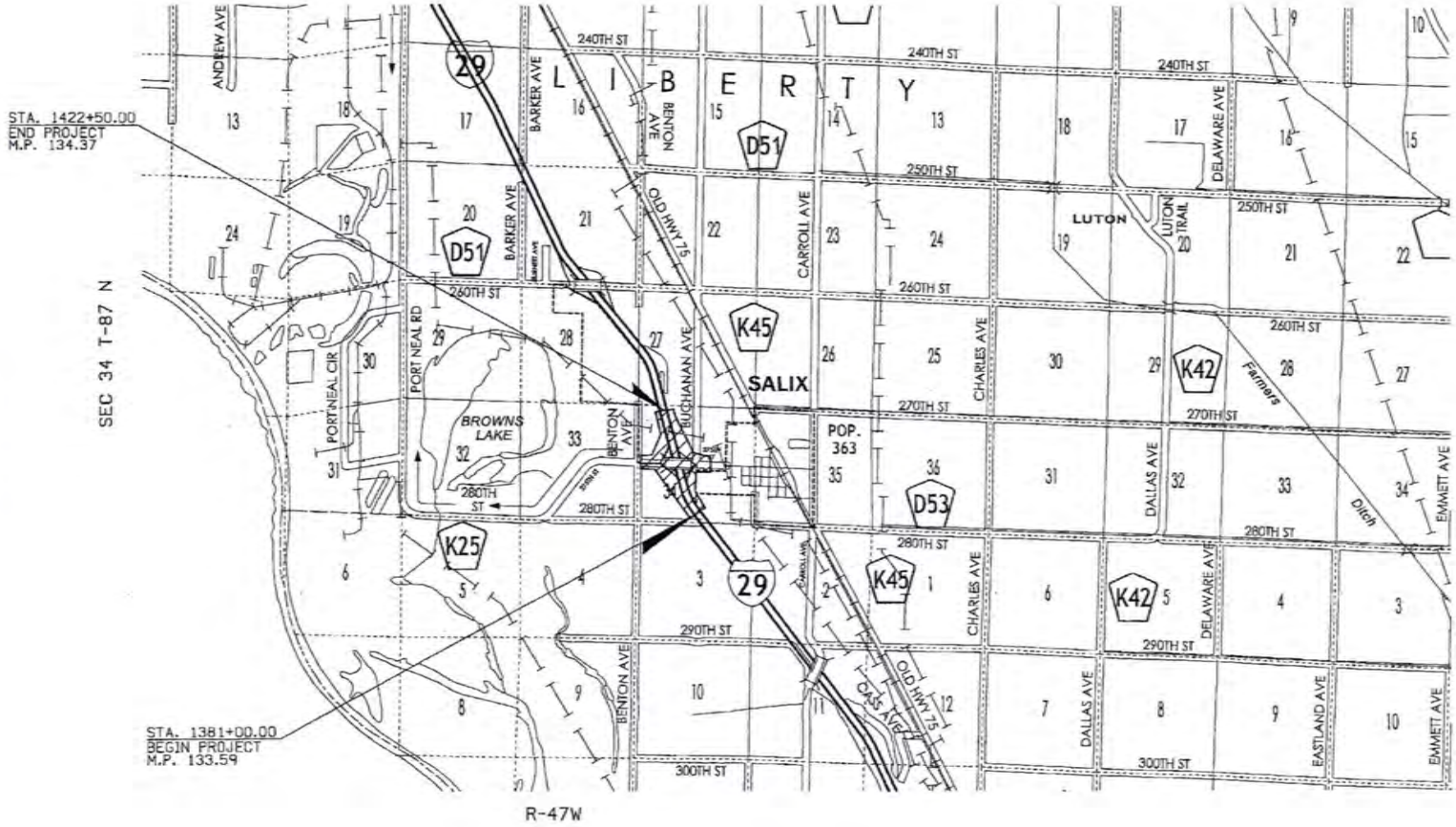
By:_____ Date_____, 20___.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
Tony Lazarowicz
District Engineer
District 3



LOCATION MAP SCALE
0 0.5 1 1.5
Miles

ENGLISH	IOWA DOT	DESIGN TEAM Snyder and Associates, Inc.	WOODBURY COUNTY	PROJECT NUMBER BRFIMX-29-6(246)134--14-97	SHEET NUMBER A.2

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2015-C-236 WoodburyCo

#11a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: 05/14/2015

Weekly Agenda Date: 05/19/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mike Headid/Building Services

SUBJECT: Opening of Trosper Hoyt Bids for resurfacing building

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: opening Trosper Hoyt bids

EXECUTIVE SUMMARY: resurfacing of the lower section of the west side of building

BACKGROUND:

FINANCIAL IMPACT: go with lowest bidder

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Action Required

Approved by Board of Supervisors March 3, 2015.

#116

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F

Date: 05/14/2015

Weekly Agenda Date: 05/19/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mike Headid/Building Services

SUBJECT: Vet/Affairs/Social Services Parking lot closure

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: parking lot closure information

EXECUTIVE SUMMARY: entrance needs closed due to continuing damage to black top parking area

BACKGROUND:

FINANCIAL IMPACT: close rear entrance

RECOMMENDATION: close rear entrance

ACTION REQUIRED / PROPOSED MOTION: Action Required

Approved by Board of Supervisors March 3, 2015.

#12

MAY 12, 2015 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTI
SLOUGH DRAINAGE DISTRICT

The Board of Supervisors met on Tuesday, May 12, 2015 as Trustees for the Orton Slough Drainage Districts. Board members present were Clausen, Taylor, Monson, Ung,; and Smith. Staff members present were Karen James, Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Engineer's Office, Dennis Butler, Finance/Operations Controller and Patrick Gill, Auditor/Clerk to the Board.

The Board called to order an Orton Slough Drainage District Trustee meeting.

Motion by Smith second by Ung to approve the minutes of the May 5, 2015 Board meeting. Carried 5-0. Copy filed.

Motion by Taylor second by Smith approve to accept the quotation for L.A. Carlson Company for Orton Slough Drainage District repairs. Carried 5-0. Copy filed.

The Orton Slough Drainage District meeting was adjourned.

5500 Westown Parkway, Suite 190
West Des Moines, IA 50266
PHONE: 515.244.7181
FAX: 515.244.6397
www.iowacounties.org

ISAC
Iowa State Association of Counties

MAY 11 2015 PM1:22

2015 ISAC Executive Board
PRESIDENT
Melvyn Houser
Pottawattamie County Supervisor
NACo Representative

1ST VICE PRESIDENT
Joan McCalmant
Linn County Recorder

2ND VICE PRESIDENT
Peggy Rice
Humboldt County Auditor

3RD VICE PRESIDENT
Lonny Pulkrabek
Johnson County Sheriff

2015 ISAC Board of Directors
ASSESSOR
Deb McWhirter
Butler County

COMMUNITY SERVICES
Russell Wood
Franklin County

CONSERVATION
Matt Cosgrove
Webster County

EMERGENCY MANAGEMENT
AJ Mumm
Polk County

ENGINEER
Danny Waid
Hamilton County

ENVIRONMENTAL HEALTH
Joe Neary
Palo Alto County

INFORMATION TECHNOLOGY
Joel Rohne
Worth County

PUBLIC HEALTH
Kathy Babcock
Chickasaw County

SUPERVISORS
Wayne Clinton
Story County

Cara Marker-Morgan
Fremont County

TREASURER
Eric Stierman
Dubuque County

ZONING
RJ Moore
Johnson County

PAST PRESIDENTS
Harlan Hansen
Humboldt County Supervisor

Darin Raymond
Plymouth County Attorney

Wayne Walter
Winneshiek County Treasurer

NACo BOARD MEMBERS
Linda Langston
Linn County Supervisor
NACo Past President

Grant Veeder
Black Hawk County Auditor

ISAC Executive Director
William R. Peterson

Woodbury County Supervisors
Subject: Electronic Transaction Clearinghouse (ETC) 28E Amendment
May, 6, 2015

Dear Supervisors,

On May 1st, 2015, the ISAC Board of Directors met in its capacity as the Electronic Transactions Clearinghouse (ETC) Board of Directors and approved an amendment and restatement of the current ETC 28E. Restating and amending the 28E helps to reflect the broader activities of the 28E and allows for flexibility to engage parties (Mental Health Regions) that are partners to our county members. Prior to Board approval, these changes were reviewed and approved by a 28E workgroup and the ETC Advisory Committee.

A copy of the amended and restated 28E is attached. Below is the summary of the changes for the current ETC 28E that were approved by the ETC 28E Board of Directors:

1. Sections 1 and 2: Whereas and Creation
   a. 'Whereas' clauses and the Creation section were replaced with "Purpose and Creation' section to enhance the readability. No substantive changes were made to the intent of the section.
   b. Changed name from Electronic Transactions Clearinghouse to Iowa Counties Technology Services (ICTS) to reflect the broader activities of the 28E.
   c. Minor language changes to also reflect the broader activities of the 28E.
2. Section 4: Powers of the Board - Minor changes to reflect the broader activities of the 28E.
3. Section 5: Advisory Committee - Language changes that removed the cap on the number of members and makes reference to the Advisory Committee By-Laws.
4. Section 7: Funding - Section was rewritten to allow additional flexibility in how fees would be determined.
5. Section 8: Additional Membership - Language was added to accommodate MHDS Regions and non-county entities.

The ETC 28E states that each county desiring to vote upon the amendment will need to do so by resolution and return to ISAC 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 proposed amendment. Any county choosing not to vote on the amendment within the thirty days will be considered to have approved the amendment. If the amendment receives a majority of the votes of all ETC members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments will be filed and recorded as required by Iowa Code section 28E.8.

If you have any questions about the amendment, please contact Robin Harlow at rharlow@iowacounties.org, Kristi Harshbarger at kharshbarger@iowacounties.org, Bill Peterson at bpeterson@iowacounties.org, or call us (515) 244-7181.

Sincerely,

William R. Peterson
Executive Director

Attachment: ETC Amended and Restated 28E

AMENDED AND RESTATED IOWA COUNTIES TECHNOLOGY SERVICES 28E Agreement

1. PURPOSE AND CREATION. The purpose of Iowa Counties Technology Services ("ICTS") is for the Iowa State Association of Counties ("ISAC") to work with counties and other public or private entities affiliated with counties to undertake technology services that would be more efficient and economical if provided jointly rather than individually. ICTS was originally called Electronic Transactions Clearinghouse and was created in 2003 by ISAC, a private agency within the meaning of Iowa Code Chapter 28E and the counties of Iowa, public agencies within the meaning of Iowa Code Chapter 28E, to form and create a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E. This entity has the power, privileges, and authority as hereinafter set forth in this Amended and Restated Iowa Counties Technology Services 28E Agreement (the "Agreement") as of the date first executed below.

2. DURATION. The operations of ICTS shall be perpetual unless ICTS is abolished by a two-thirds vote of the ICTS Board of Directors.

3. ORGANIZATION. ICTS shall be under the direction and control of the ISAC Board of Directors (hereinafter referred to as the "ICTS Board of Directors").

4. POWERS OF THE ICTS BOARD. The ICTS Board of Directors shall have each and all of the following powers regarding ICTS:

(a) To provide members with secure electronic data exchange services.

(b) To work with the Advisory Committee created in Paragraph 5 below.

(c) To ascertain the technology needs of member counties;

(d) To contract with any public or private entity to provide all necessary services;

(e) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;

(f) To establish a system of accounting and budgeting;

(g) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;

(h) To study, and if appropriate to undertake, the application of ICTS's technology to other uses, including entering into service contracts with non-member users; and

(i) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

5. ADVISORY COMMITTEE. The ICTS Board of Directors shall establish an Advisory Committee, made up of county officials/employees and other interested parties as determined by the ICTS Board of Directors, to provide input, technical assistance and any other duties or authority given to the Committee by the ICTS Board of Directors in ICTS's Bylaws. The Committee shall have the number of members that the ICTS Board of Directors determines is necessary to fulfill it purposes.

6. BUDGET. The ICTS Board of Directors shall, prior to July 1 of each year, prepare and adopt a budget for the operation of ICTS for the next fiscal year. The ICTS Board of Directors shall make a copy of the ICTS budget available to each member. The ICTS Board of Directors may amend the ICTS budget during the fiscal year. The accounts of ICTS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each fiscal year and a copy thereof provided to each member of the ISAC Board of Directors and the Auditor of the State of Iowa.

7. FUNDING. ICTS shall provide the services referred to in this Agreement to each member. The costs to members for these services shall be determined by the ICTS Board of Directors on an annual basis. The ICTS Board of Directors shall provide the fee schedule to its members prior to July 1 of each year and as soon as reasonably possible after setting the budget for the applicable fiscal year.

8. ADDITIONAL MEMBERSHIP. Any Iowa county or other public or private entity that is affiliated with counties (and as approved by the ICTS Board of Directors) may become party to this Agreement and gain membership in ICTS by adoption of this Agreement, as it may have been amended, by resolution of its board of supervisors or governing board, as applicable. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8, with a copy of the filed and recorded Agreement to be provided to ISAC and the new member. Each new member (including members that have withdrawn and are re-entering the system) shall pay the annual fee for the year of entry, plus an amount to be determined by the ICTS Board of Directors. The ICTS Board of Directors may enter into service contracts with public or private entities that are not affiliated with counties, but such entities will not have any membership rights afforded under this Agreement or the law.

9. WITHDRAWAL. Any member, by resolution, may withdraw from ICTS by giving written notice to the ICTS Board of Directors no later than November 15 preceding the fiscal year of withdrawal. Withdrawal shall not relieve the withdrawing county of the obligation to pay its share of the expenses of ICTS for the duration of the fiscal year in which the notification of withdrawal occurs. Services of ICTS shall continue to be provided to the withdrawing county until the date of withdrawal.

10. AMENDMENTS. This Agreement may be amended by resolution of the ICTS Board of Directors by first adopting such amendment and then submitting it to the individual members. A separate explanation of the reasons for the amendment shall be included. Each member desiring to vote upon the amendment shall do so by resolution and return to ISAC a certified copy of the resolution stating the member's vote within thirty (30) days of the date that the member received a copy of the proposed amendment. Any member not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all ICTS members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8.

11. NON-LIABILITY. ICTS is a public corporation. ICTS members shall not be liable for any acts, deeds, resolutions or other actions of ICTS. Each individual member, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ICTS. ISAC and its assets may not be reached, attached or executed upon by any creditor or claimant of ICTS.

12. THIRD PARTY BENEFIT. Neither the provisions of this Agreement nor the provisions of any agreement that ICTS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ICTS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.

13. DISPOSITION OF ASSETS. In the event this Agreement is terminated and ICTS is abolished, all property of ICTS shall be delivered, assigned and conveyed to the ICTS members in proportion to their current year's financial contribution, after payment of all just debts, obligations and liabilities of ICTS.

14. SEVERABILITY. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given affect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

THE EXECUTION OF THIS AGREEMENT BY ISAC AND BY EACH UNDERSIGNED MEMBER SHALL CONSTITUTE ADOPTION OF THIS AGREEMENT. FOR EACH UNDERSIGNED COUNTY, SUCH EXECUTION SHALL BE PURSUANT TO AUTHORITY GRANTED BY RESOLUTION OR MOTION OF THE BOARD OF SUPERVISORS.

AMENDED AND RESTATED IOWA COUNTIES TECHNOLOGY SERVICES 28E AGREEMENT

IOWA COUNTIES TECHNOLOGY SERVICES

_____ Date _____

Bill Peterson
ISAC Executive Director

Iowa
Drainage
District
Association

MAY 11 2015 PM3:3

3775 EP True Parkway, #124
West Des Moines, Iowa 50265
jtorbertidda@gmail.com

515/221-1961 (phone)
515/598-7897 (fax)
515/707-7451 (cell)

May 8, 2015

To – All County Boards of Supervisors
From – IDDA, Buena Vista County, Calhoun County and Sac County
Re – The named counties and IDDA cooperation in funding legal defense

The purpose of this letter is to update you on new developments regarding the lawsuit filed by the Des Moines Waterworks against three county boards of supervisors representing ten drainage districts. The lawsuit seeks to regulate drain tile as a "point source" of pollution and also alleges a number of other claims such as statutory nuisance, private nuisance, public nuisance, trespass, negligence and taking of property without just compensation. The lawsuit, if successful, would have massive legal and financial consequences on drainage districts and the landowners in those districts.

There has been some confusion about fundraising for the defense of the Des Moines Waterworks lawsuit and about what role IDDA will play in the process.

The IDDA board met with representative supervisors from Buena Vista and Sac Counties in April. Calhoun County, which is also party to the lawsuit, is already represented on the IDDA board. Everyone discussed the importance of being unified on this very important issue.

Here are the conclusions of that discussion-

1) Funds raised by IDDA will directly support the three counties legal defense as well as IDDA involvement in the effort.

2) IDDA will be participating in the case only upon the request of Belin McCormick Law Firm, the legal counsel retained by the three counties named in the suit.

IDDA previously sent you a resolution and a request of a funding pledge of $5,000/year for three years. The three counties named in the suit and the IDDA board ALL urge your county to adopt this resolution and provide necessary funding for the lawsuit. A new resolution is attached.

If any monies are unspent, they will be returned pro rata to those contributing to our defense fund.

We thank you in advance for consideration of this request.

Sincerely,

Iowa Drainage District Association

By John Torbert, Executive Director

Buena Vista County Board of Supervisors

By Dale Arends, Chairman

Calhoun County Board of Supervisors

By Gary Nicholson, Chairman

Sac County Board of Supervisors

By Rick Hecht, Chairman

RESOLUTION

Whereas, the Des Moines Waterworks has filed suit under the Clean Water Act against drainage districts in Buena Vista, Calhoun and Sac Counties, and;

Whereas, the suit would seek to regulate agricultural practices which are currently exempt from regulation under the Clean Water Act, and;

Whereas, the suit, if successful would impose regulatory burdens upon drainage districts and the landowners in those districts, and;

Whereas, the suit, if successful, would require drainage district trustees to exercise powers that are not legally available to them under existing state law, and;

Whereas, the suit would irreparably harm drainage rights, operations and row crop production in this county, and;

Whereas, it is recognized that the suit, while filed against a small number of districts would, if successful, be applicable to all districts in Iowa and in other states, and;

Whereas, it is recognized that a strong legal defense must be made against the lawsuit, and;

Whereas, it would be in the best interests of Iowa counties to directly support the legal defense of the drainage districts in Buena Vista, Calhoun and Sac Counties and to have the Iowa Drainage District Association participate in the case if requested by Belin McCormick Law Firm, the attorneys retained by Buena Vista, Calhoun and Sac Counties, in order to represent the interests of all drainage districts in Iowa.

Now, therefore be it resolved that the _____ County Board of Supervisors pledges financial support to help fund the legal defense of the drainage districts in Buena Vista, Calhoun and Sac Counties; and it is understood that IDDA will disperse said monies as approved by the Defense Fund Committee as agreed to by the counties and IDDA.

Now, therefore be it further resolved that the financial support will be in the amount of $5,000/year for three years payable to the IDDA litigation fund for the legal defense of the drainage districts in Buena Vista, Calhoun and Sac Counties. If the lawsuit is resolved in a prompt fashion and the second or third years of the financial support is not necessary, the IDDA board will notify the county that the additional financial support is not necessary.

Dated this _____ day of _____, 2015.

_____ County Board of Supervisors

_____

Chairman of the Board

Please forward a copy of this resolution along with payment to:

TP Anderson Company
PO Box 509
Humboldt, IA. 50548

PARKS AND RECREATION ANNOUNCES:

~SATURDAY – FREE EVENT: NATIONAL KIDS TO PARKS DAY!!

Sioux City's Kids to Parks Day events will begin at 11:30 a.m. with a "Soaring High" Kite Flying event in the open space next to the ibp Ice Center, 3808 Stadium Drive.

Bring your own kite and practice your kite flying skills and take to the skies. Don't have a kite**? The first 50 kids will receive a free kite kit**. From 12:30 p.m. – 2:30 p.m. families are invited to visit the ibp Ice Center for "Open Skate" and receive a free skate rental with each admission.

For more information about Kids to Parks Day or to pledge to participate, visit

National Kids to Park Day

~NEW THIS YEAR – ONLINE REGISTRATION AVAILABLE

You can register for programs or reserve facilities ONLINE now!! Enter here **Sioux City Parks and Recreation Online Registration** to use this fantastic new service!!

~TEEBALL

Deadline for Tee Ball registration for 4 to 7 years olds is Friday, May 15, 2015. We have several ways to sign up:

* register ONLINE 24 hours a day-- **Sioux City Parks and Recreation Online Registration**
* download the form from the City's website sioux-city.org/recreation and mail it in
* call us at 712-279-6126 or 279-6250 and pay with debit/credit

~PICK UP YOUR COPY OF THE *2015 FUN AND ACTION GUIDE*

2015's Fun and Action Guide is sent home through the Sioux City Community School and Sioux City's Catholic School elementary grades. If you didn't receive one, you can pick a copy up at any Sioux City Libraries, the Museum, the Art Center, City Hall, Long Lines Family Rec Center or download it at https://sioux-city.org/parks

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.
May, 2015		
May 4, 2015		**18**
May 5, 2015	**19**	**20**
May 6, 2015	**20**	**20**
May 7, 2015	**20 (1-Holding)**	**20**
May 8, 2015	**20**	**19**
May 9, 2015	**19**	**19**
May 10, 2015	**19**	**19**
May 11, 2015	**21**	

The Center averaged 19.9 residents per day during the 6:00 a.m. head count and 19.3 during the 6:00 p.m. check for a weekly average of 19.4 residents per day during above week.

Of the twenty one residents detained on on May 11, 2015 , nine or forty three percent were identified gang members. Of the nine, three or thirty three percent were identified as hard-core members.

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

Mark Olsen
Director
WCJDC
May 11, 2015