

**BOARD OF SUPERVISOR'S Regular Meeting
June 10, 2014 - 10:00a.m. Board of Supervisors' Room
Webster County Courthouse**

The Board of Supervisors met in Session on the above date with the following members present: Singer, Fletcher, Dencklau, Campbell, and Leffler. Absent: None.

Moved by Dencklau, seconded by Campbell to approve minutes of the June 3, 2014 regular meeting. Motion carried unanimously.

Moved by Campbell, seconded by Leffler to receive and place on file the following Drainage Repairs: D.D.#1, D.D.#2, D.D.#29, and D.D.#145. Motion carried unanimously.

Moved by Leffler, seconded by Dencklau to receive and place on file Manure Management Plan Updates for Grettenberg South in Section 19, Dayton Township and Grettenberg North in Section 8, Dayton Township. (Copies on file in Auditor's office). Motion carried unanimously.

Moved by Dencklau, seconded by Campbell to approve Class C Beer Permit Renewal Application for Coalville Stop-n-Shop. (Copy on file in Auditor's office). Motion carried unanimously.

Moved by Campbell, seconded by Leffler to approve and authorize transfers from General Basic Fund to Secondary Road Fund in the amount of \$123,414.14 and from Rural Services Basic Fund to Secondary Road Fund in the amount of \$1,073,859.22 per fiscal year 2013-2014 Budget. Motion carried unanimously.

Moved by Leffler, seconded by Dencklau to approve request from the Ann Smeltzer Charitable Trust to waive Planning and Zoning Fees. Motion carried unanimously.

Moved by Dencklau, seconded by Campbell to approve assignment of County held Tax Sale Certificates #P92037 (parcel #1914405002) and #P92044 (parcel #1914330003) in Dayton, Iowa to Darrell Montgomery. Motion carried unanimously.

Moved by Campbell, seconded by Leffler to approve and authorize Chair to sign the following Memorandum of Understanding between the County and the City of Fort Dodge for the 2014 Byrne Justice Assistance Grant:

This agreement is made and entered into this 10th day of **June 2014**, by and between The **County of Webster**, acting by and through its governing body, the **Board of Supervisors**, hereinafter referred to as the **County**, and the **City of Fort Dodge**, acting by and through its governing body, the **City Council**, hereinafter referred to as the **City**, both of **Webster County, State of Iowa**, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that performance of this agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the **City** and the **County** agree utilize the grant funds for individual and joint cooperative projects: and

WHEREAS, the **City** and **County** believe it to be in their best interests to allocate the JAG funds: to the Webster County Sheriff to purchase surveillance cameras for the Webster County Jail at a cost of \$4,000.00, and squad car light bars for \$1,886.80; to the Fort Dodge Police Department to purchase smoke and gas grenades at a cost of \$508.00, a Bang Box for \$629.27, a computer for \$1,000.00 and two Tasers for \$3,749.53. The Fort Dodge Police Department will use the remaining grant funds for the Fort Dodge Police/Webster County Sheriff's Joint Drug Task Force to purchase: Metal Detector for \$415.00, Flash Bang Grenades for \$486.00, 40MM OC for \$284.40, Dual Storage Box for \$2,335.00, ATF Locks for \$83.00, a Bang Box for \$614.00 and Training and Conference expenses for \$585.00.

NOW THEREFORE, the County and City agree as follows:

Section 1.

City and County agree to use the grant funds for joint law enforcement projects of benefit to the Fort Dodge Police Department and the Webster County Sheriff's Office.

Section 2.

The **City** shall serve as the grant Fiscal Agent.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against **County** other than claims for which liability may be imposed by Iowa Tort Claims Law.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against **City** other than claims for which liability may be imposed by Iowa Tort Claims Law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

City of Fort Dodge, Iowa

County of Webster, Iowa

Motion carried unanimously.

Moved by Leffler, seconded by Dencklau to receive and place on file petition to amend Webster County Ordinance 035, a Subdivision Ordinance for the unincorporated portion of Webster County, Iowa, and further to set July 1, 2014 at 10:00a.m. as the date and time for public hearing on the first consideration to amend said Ordinance 035. Motion carried unanimously.

The following sealed bids were opened for supplying diesel fuel to above ground storage tanks at Webster County Secondary Road Department maintenance facilities:

	Diesel No.1	Diesel No. 2	Diesel No. 3
Byson Oil Company	.1100	.1100	.1100
Gene Moeller Oil Company	.1875	.1675	.19
W & H Coop	.15	.095	.095

Moved by Dencklau, seconded by Campbell to receive and place on file the bids for supplying diesel fuel to above ground storage tanks at Webster County Secondary Road Department maintenance facilities and direct County Engineer to review bids and make recommendation to Board on Tuesday June 17, 2014. Motion carried unanimously.

Moved by Dencklau, seconded by Campbell to receive and place on file updated Webster County Sign Maintenance Policy for minimum sign retro-reflectivity compliance as required by the Manual on Uniform Traffic Control Devices, 2009 Edition.

This policy describes the evaluation and assessment methods used for maintaining traffic sign retro-reflectivity by the Webster County road department. The method described herein consists of routine daytime reviews for post or sign misalignment, damages or deterioration and a periodic nighttime visual inspection and replacement of necessary signs to assure adequate retro-reflectivity.

Webster County maintains an inventory of traffic control signs using a commercial software product called "Simple Signs", produced by Rowekamp Associates, Inc. of Bloomington, Minnesota. Utilizing this software allows capture and recording many critical characteristics of each sign and installation, along with any historical maintenance that has been performed. This software also has provision for both GPS coordinates and retro-reflectivity values to be entered if and when our system can be enhanced and those items are collected.

Individual operators and maintenance crews travel the Webster County roads to and from specific work assignments each work day in all parts of the county. These staff has been instructed to report any apparent problems (i.e. Vision obstructions, vandalism, collision damage or substandard appearing traffic control devices) immediately to office staff, where a maintenance work order for any needed repairs will be initiated. The county sheriff's officers also patrol the rural roads twenty four hours a day and have been asked to report any deficiencies they observe, in addition to throughout the county on the rural road system that have been asked to report any observed traffic control deficiencies. These would include the assessor, sanitarian, as well as zoning and conservation personnel. Their reports to our office staff also result in written work orders for the required attention.

To assure continued compliance with retro-reflectivity requirements, Webster County has also adopted a nighttime visual inspection of all required installations every two years, using comparable signs. Based on that evaluation, appropriate follow up replacements and repairs that noted during the inspection are then scheduled. A summary report of the nighttime inspection, showing dates and deficient signs observed is kept and also made a part of the individual sign history in the inventory system.

In order to provide consistency in our inspections, all personnel making the observations will receive training from available materials and programs. When possible, certification of inspector training will further assure that consistency. Inspections will be conducted using Webster County owned full size pickups with factory specified headlamps that have been properly aimed. The inspector (observer) will be a county employee with normal vision within the legal limits of the State of Iowa. Headlamps and the windshield will be cleaned each night before inspections begin. The vehicle should be traveling at or near normal highway speed for this test, so two persons will be used, usually a driver with a second serving as the observer/note keeper.

A set of comparable or "eye calibration" signs, including ones with the colors of red, white, and yellow, (plus green and orange, if street signs or construction signs are included) will be used to provide the observer with a standard of retro-reflectivity before he begins each night's inspections. These signs consist of previously used signs that have been tested with a retro-reflectometer and found to be at, or near, the minimum acceptable level for each color. Following completion of all of the nighttime inspections for this period, the calibration signs will be stored away, inside a shed until the next inspection cycle. Under these conditions, their retro-reflectivity levels will be regularly re-checked and recorded and when needed, signs will be replaced.

At the beginning of the night inspection period, these signs will be mounted in the county yard for the observer to view from his inspection vehicle in the typical positions that they will be encountered during an inspection. Once these signs are observed, the night's inspection will begin. Only the low-beam headlamps of the vehicle will be used as the source of illumination for the signs and the interior light of the vehicle should remain off to the extent feasible. The inspection will be performed at or near highway speeds, and from the travel lanes and not from the shoulder. As the vehicle approaches the sign, the sign's overall appearance in terms of brightness and legibility will be assessed. A rating scale should include, at a minimum, three designations: good, fair, and poor. The inspector will record the information for each sign and the rating that is given. Signs rated as poor will be scheduled for replacement as soon as possible. Signs rated as fair can be noted as requiring attention during the next set of scheduled inspections or could be identified for additional assessment, such as measurement at a later date using a handheld retro-reflectometer.

All information (dates, rating and notes) from the inspection will be recorded in the sign inventory of Webster County, along with any follow up maintenance activities that result from it.

June 10, 2014
Effective Revision Date

s/Randall J Will
Randall J. Will, Webster County Engineer

Motion carried unanimously.

Moved by Campbell, seconded by Leffler to approve final plans for bridge replacement Project BROS-CO94(102)—5F-94 on 390th Street over West Buttrick Creek between Sections 28 and 33, Township 86 North, Range 30 West, and authorize project to be let by Iowa DOT on September 16, 2014. (Copy on file in Engineer's office). Motion carried unanimously.

Moved by Leffler, seconded by Dencklau to approve final plans for bridge replacement Projects L-871209—73-94, L-871305—73-94, and L-871490—73-94 and set bid letting at 10:30a.m., Tuesday July 1, 2014 in Courthouse. (Copies on file in Engineer's office). Motion carried unanimously.

Moved by Dencklau, seconded by Campbell to approve and authorize County Engineer as Licensor Point of Contact and to sign basic ordering agreement with Federal Bureau of Investigation Omaha Division for property at 1907 230th Street; Fort Dodge, Iowa.

Moved by Campbell, seconded by Leffler to approve and authorize Chair to sign utility permits from Wanzek Construction to directional bore electrical lines at Locations 0, 1, 3, 4, 5, 6, 7, 8, 9, 10 and 69 for Lundgren Wind Project. (Copies on file in Engineer's office). Motion carried unanimously.

Tim Kirgan, representing IMWCA and John Dencklau discussed Worker's Compensation Insurance renewal for Fiscal Year 2014-2015 and congratulated the county and county employees for their efforts in reducing the county's loss ratio and achieving discount credits that has greatly reduced the premiums for fiscal year 2015.

Moved by Campbell, seconded by Leffler to adjourn the meeting. Motion carried unanimously.