



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 19, 2019) (WEEK 47 OF 2019)**

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 333-1714 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 19, 2019 at **4:30 p.m.** in the basement of the courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

- | | |
|---------------------------|-------------|
| 1. Citizen Concerns | Information |
| 2. Approval of the agenda | Action |

Consent Agenda

Items 3 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

3. Approval of the minutes of the November 12, 2019 meeting
4. Approval of claims
5. Board Administration – Karen James
 - a. Approval of \$3,000 from Gaming Funds for the cost of the holiday luncheon
 - b. Approval of resolution for a tax suspension for D.N.
 - c. Approval of resolution for a tax suspension for M.U.

6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Acceptance of Contractual Agreement for 2020 with Innovative Business Consultants (IBC) for Flexible Spending Administration

End Consent Agenda

- | | |
|--|-------------|
| 7. Regular City School Election 2 nd tier canvass | Action |
| 8. Human Resources – Melissa Thomas <ol style="list-style-type: none"> a. Previous employee request to enroll in Woodbury County retiree health insurance | Action |
| 9. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Approval to set December 10, 2019 at 4:45 p.m. for a public hearing for consideration of granting an access easement to the Haddock Farm in section 15, T-86N, R-45W b. Approval of quit claim deed for vacated excess right of way on Old Highway 141 | Action |
| 10. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Approval of D.A. Davidson as the Financial Advisor for the Secondary Roads CIP Project as recommended by Dennis Butler, Finance Director b. Approval of Engagement Agreement with Dorsey & Whitney LLP regarding the Secondary Roads Gravel CIP Project | Action |
| 11. Reports on Committee Meetings | Information |
| 12. Citizen Concerns | Information |
| 13. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., NOV. 20** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
 10:00 a.m. Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- THU., NOV. 21** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- MON., NOV. 25** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- WED., NOV. 27** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., NOV. 28** **11:00 a.m.** Siouxland Regional Transit Systems Board Meeting, SIMPCO Office, 1122 Pierce St.
- MON., DEC. 2** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., DEC. 3** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., DEC. 4** **9:00 a.m.** Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
 10:30 a.m. Loess Hills Alliance Executive Meeting,
 12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
 1:00 p.m. Loess Hills Alliance Full Board meeting
- THU., DEC. 5** **10:00 a.m.** COAD Meeting, The Security Institute
- WED., DEC. 11** **8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
 10:00 a.m. Policy Review Committee Meeting, First Floor Boardroom
- THU., DEC. 12** **12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
 4:30 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., DEC. 18** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
 10:00 a.m. Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- THU., DEC. 19** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

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

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

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

NOVEMBER 12, 2019, FORTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 12, 2019 at 4:30 p.m. Board members present were Taylor, Radig, Pottebaum Ung, and De Witt. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget/Tax Analyst, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Pat Gill, Auditor/Clerk to the Board.

The regular meeting was called to order at 4:30 p.m. with the Pledge of Allegiance to the Flag and a Moment of Silence.

1. There were no citizen concerns.
2. Motion by Radig second by De Witt to approve the agenda for November 12, 2019. Carried 5-0. Copy filed.

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

3. To approve minutes of the November 5, 2019 meeting. Copy filed.
4. To approve the claims totaling \$851,119.27. Copy filed.
- 5a. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Sioux Rivers Regional Mental Health and Disabilities Services

**WOODBURY COUNTY, IOWA
RESOLUTION #12,919
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Sioux Rivers Regional Mental Health & Disabilities Services is the titleholder of real estate Parcel #894710401001 located in Woodbury County, Iowa and legally described as follows:

Parcel # 894710401001

LL-SC COMM 89-47 AN IRREG TCT BEG AT SW CORNER NW SE THEC N 634.78 FT THEC E 33 FT TO PT OF BEG: THEC CONT N 319.83 FT THEC NELY 67.83 FT THEC SELY 66.65 FT THEC CONT SELY 245.75 FT THEC S 146.76 FT TO N LINE PATRICIA A THOMSON 3RD ADDN THEC W 180 FT TO PT OF BEG NW SE 10-89-47

WHEREAS, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

WHEREAS, the political subdivision, namely the Sioux Rivers Regional Mental Health & Disabilities Services, is failing to immediately pay the taxes due; and

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 12th day of November 2019.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5b. To approve and authorize the Chairperson lift the suspension of taxes for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.

- 5c. To approve and authorize the Chairperson lift the suspension of taxes for parcel 8947 20 377 007. Copy filed.
- 6a. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Lake Forest

**WOODBURY COUNTY, IOWA
RESOLUTION #12,920
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Lake Forest is the titleholder of a mobile home VIN KD1520AB located in Woodbury County, Iowa and legally described as follows:

VIN KD1520AB 1980 Commodore

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 12th day of November, 2019.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Regency of Iowa

**WOODBURY COUNTY, IOWA
RESOLUTION #12,921
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Regency of Iowa is the titleholder of a mobile homes VIN # 329, #12653CKDFL2754TB, #47H2030, #12520445, #SK899C, #KA0136A, #1819AS872, #1A8765, #114580D2435, #146871585, #04510497Z, #NIF70314FR2B located in Woodbury County, Iowa and legally described as follows:

- VIN 329 – 1972 Great Lakes
- VIN 12653CKDFL2754TB – 1972 Shar Val
- VIN 47H2030 – 1974 Bellavista
- VIN 12520445 – 1969 Comet Corp
- VIN SK899C – 1969 Skyline
- VIN KA0136A – 1977 Bendix
- VIN 1819AS872 – 1969 Fleetwood
- VIN 1A8765 – 1962 Safeway
- VIN 114580D2435 – 1974 Titan Trailer
- VIN 146871585 – 1971 Shangrila
- VIN 04510497Z – 1990 Cutlass
- VIN NIF70314FR2B – 1973 Flemco

WHEREAS, the above-stated mobile homes has taxes payable including special assessments and the mobile home is owned by Regency of Iowa

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

WHEREAS, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 12th day of November, 2019.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Carried 5-0

7. Motion by Pottebaum second by De Witt to approve CIP funding for site concrete construction for a parking lot at the training center and a water line to the firearms range in the amount of \$100,700.50. Carried 5-0. Copy filed.

8. A public hearing was held at 4:45 p.m on the issuance of Urban renewal Tax Bonds.

The Chairperson called on anyone wishing to be heard.

Rod Earlywine, Superintendent of Sergeant Bluff Schools, spoke about the impact the urban renewal would have on the schools.

Motion by Pottebaum second by De Witt to close the public hearing. Carried 5-0. Copy filed.

9. Motion by De Witt second by Radig to approve the amended FY 2020-2024 construction program. Carried 5-0. Copy filed.

10. Information was presented on booking fees and per diem or meal fees for Woodbury County inmates. Copy filed.

11. The Board heard reports on committee meetings.

12. There were no citizen concerns.

13. Board concerns were heard.

The Board adjourned the regular meeting until November 19, 2019.

Meeting sign in sheet. Copy filed.

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

Date: 11/13/19 Weekly Agenda Date: 11/19/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Administrative Assistant

WORDING FOR AGENDA ITEM:

Approval of funds for the holiday luncheon on December 17, 2019

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/> |

EXECUTIVE SUMMARY:

Each year the Board of Supervisors hosts a holiday luncheon for county employees.

BACKGROUND:

Last year \$3,034.20 was paid out of the Gaming Fund for the holiday luncheon.

FINANCIAL IMPACT:

Central Catering quote is for \$3,000.00

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

Yes No

RECOMMENDATION:

Approve \$3,000.00 from Gaming Funds for the cost of the holiday luncheon.

ACTION REQUIRED / PROPOSED MOTION:

Approval of \$3,000.00 from Gaming Funds for the cost of the holiday luncheon.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Board Administrative Assistant
RE: Consideration of a Petition for a Tax Suspension
DATE: November 13, 2019

Please consider this request for a tax suspension for D.N. If the Board approves this request, the suspension resolution requires the chairman's signature

Thank you.

kmj

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

#5c

Date: 11/13/19 Weekly Agenda Date: 11/19/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

Approval of resolution for a tax suspension for M.U.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

M.U. is requesting a tax suspension.

BACKGROUND:

M.U. was approved for a tax suspension on February 12, 2002. Annual tax suspension re-certify letters went out to M.U. starting in November. M.U. failed to re-certify the income by the deadline of February 1. Board lifted the tax suspension on February 12, 2019.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Consider this request for a tax suspension for M.U. 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 M.U.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 19, 2019

* 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
Gonzalez, Francisco	County Sheriff	12-01-19	Civilian Jailer			S	Separation.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: November 19, 2019

For the November 19, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff Civilian Jailer, Separation.

Thank you

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

#6b

DATE: November 19, 2019

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$19.86/hour		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

13 November 2019

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a male Correctional Officer position, on November 20th, 2019. We request this be placed on the agenda for the Tuesday, November 19, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file

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

Date: 11/14/2019 Weekly Agenda Date: 11/19/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Acceptance of Contractual Agreement for 2020 with Innovative Business Consultants (IBC) for Flexible Spending Administration.

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

Innovative Business Consultant renewal is being presented with no change in the contract

BACKGROUND:

FINANCIAL IMPACT:

Admin fees equal \$4.50 per member per month.

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

Yes No

RECOMMENDATION:

Recommendation to accept the renewal

ACTION REQUIRED / PROPOSED MOTION:

Motion to accept the Innovative Business Consultants 2020 renewal.

HRA and Flex Employer Form

Dependent Care Account	Minimum: \$0 Max \$5000 Employer contribution applies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, how much: \$
Employer Contribution Schedule <i>if applicable</i>	<input type="checkbox"/> 100% on Plan Year Start Date <input type="checkbox"/> 1 st Day of the Month (divided by 12) <input type="checkbox"/> Participants Payroll Frequency <input checked="" type="checkbox"/> Customize: HRA paid FOM for EE health insurance premium- 1 year duration only

SECTION 3: HRA PLAN DESIGN

<p>Health Reimbursement Arrangement</p> <p><small>An HRA may not provide tax-free benefits to self-employed individuals (e.g. sole proprietors, partners, and more-than-2% Subchapter S corporation shareholders and their spouse, child, parent, or grandparent). Individuals not allowed participation in a Cafeteria Plan include: self-employed individuals (but they can sponsor a plan); partners in a partnership (but the partnership can sponsor a plan); and a more-than-2%-shareholder in a Subchapter S corporation.</small></p>	<input checked="" type="checkbox"/> Option 1: HRA pays 100% of health insurance premium to member <input type="checkbox"/> Option 2: Upfront Member HRA Deductible _____ to plan maximum _____ <input type="checkbox"/> Option 3: Upfront Member HRA Deductible _____ HRA Pays ____% to plan maximum _____ <input type="checkbox"/> Option 4: Multi-Tier Co-Insurance Tier 1 \$0 to \$_____ HRA pays _____ % Tier 2 \$_____ to \$_____ HRA pays _____% to plan maximum _____ (Additional tiers can be added) <input type="checkbox"/> Option 5: Deductible followed by Multi-Tier Co-Insurance Member HRA Deductible Amount \$ _____ Tier 1 \$0 to \$_____ HRA pays _____ % Tier 2 \$_____ to \$_____ HRA pays _____% to plan maximum _____ (Additional tiers can be added) Aggregate Deductible: <input type="checkbox"/> All family members or any one member could satisfy the deductible or entire funding Embedded Deductible: <input type="checkbox"/> Yes <input type="checkbox"/> No ___2x Individual amount ___3x Individual amount <small>(Embedded: a specific number of family members must meet the HRA individual deductible along with the family meeting an HRA deductible)</small> Individual Cap: <input type="checkbox"/> Yes Amount \$ _____ <input type="checkbox"/> No <small>(Limits funding on each individual within a family)</small> HRA Expense List: <input type="checkbox"/> Deductible <input type="checkbox"/> Coinsurance <input type="checkbox"/> Prescriptions <input type="checkbox"/> Copay <input checked="" type="checkbox"/> retiree premium In-network Claims only? <input type="checkbox"/> Yes <input type="checkbox"/> No Pro-Ration of HRA- I would like new enrollees to receive a pro-rated HRA amount for the months that they are enrolled in the plan year. <input type="checkbox"/> Yes <input type="checkbox"/> No Pro-Ration Method: <input type="checkbox"/> Monthly (1/12) <input type="checkbox"/> Quarterly (1/4) Divisions by Location: <input type="checkbox"/> Yes <input type="checkbox"/> No
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SECTION 4: ENROLLMENT INFORMATION

Open Enrollment Dates	11/01/2019 through 11/30/2019
Collecting Enrollment Information	How will enrollment information be collected by the employer from the employee <i>(please describe)</i> : Online enrollments – may have some paper enrollments
Providing Enrollment Information to IBC	How will enrollment information be provided to IBC (select one): <input checked="" type="checkbox"/> IBC Online Portal <input type="checkbox"/> Excel file to be uploaded to IBC <input type="checkbox"/> Manual enrollments If contact responsible for this is different than the Primary Contact, please provide information below: Contact Name: Melissa Thomas Title: Human Resource Director Contact Phone: Contact Email: melissathomas@woodburycountyiowa.gov

HRA and Flex Employer Form

SECTION 5: ELIGIBILITY	
New Hire Waiting Period	Healthcare FSA: first of the month following 30-days Dependent Care FSA: first of the month following 30-days HRA: 20 years or 500 hours Waiting period applies to new hires during OE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Days to Enroll for New Hire	Healthcare FSA: first of the month following 30-days Dependent Care FSA: first of the month following 30-days HRA: NA Days
Who is eligible	<input checked="" type="checkbox"/> Full Time Only Per union contract
# of Hours Required for Eligible Status	Follows medical plan eligibility rules HRA: 20 years of service and 500 hours.
Effective Date	<input checked="" type="checkbox"/> 1 st of the month after meeting eligibility requirements
Termination	When does coverage end upon termination? <input checked="" type="checkbox"/> Termination Date <input type="checkbox"/> End of month following termination

SECTION 6: QUALIFIED CHANGES	
Election Changes	Election changes must be submitted within 30 days after the date of the event. <i>(Enter 0 if midyear election changes are not allowed under this Plan)</i>
Coverage Begins	If qualified changes allowed, coverage following a qualified life change will begin: <i>(select one)</i> <input type="checkbox"/> On any day of the month following request for new enrollment or change in enrollment. <input checked="" type="checkbox"/> On the first of the month following request for new enrollment or change in enrollment (with the exception of changes resulting from birth, adoption or placement for adoption, which will be made as of the date of the qualified event in accordance with HIPAA).
Coverage Ends	If Coverage ends due to qualified event, coverage ends: Any day of the month <input checked="" type="checkbox"/> End of the month

SECTION 7: PAYROLL CONTRIBUTION REPORTING	
Payroll Frequency:	FLEX: <input type="checkbox"/> Monthly (12) <input type="checkbox"/> Bi-Weekly (24) <input checked="" type="checkbox"/> Bi-Weekly (26) <input type="checkbox"/> Weekly (52) <input type="checkbox"/> Semi-Monthly HRA: <input type="checkbox"/> Beginning of Plan Year <input checked="" type="checkbox"/> Other: Per eligibility guidelines for retirees
First payroll date in plan year:	1/03/2020 Every other Friday

SECTION 8: OTHER CONTACTS		
Contact: Lisa Anderson		Secretary
(712) 279-6480	Fax #:	lisanderson@woodburycountyiowa.gov
Contact:		
(712) 279-6480	Fax #:	

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is being entered into between Innovative Business Consultants (“Business Associate”) and all of the Health Plans of Woodbury County (“Covered Entity”) to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Business Associate

“Business Associate” means the person or entity described in the first paragraph of this Agreement.

1.2 CFR

“CFR” means the Code of Federal Regulations.

1.3 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

1.4 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.5 Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.6 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.7 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.8 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.9 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.10 Plan Sponsor

“Plan Sponsor” means Woodbury County

1.11 Protected Health Information

“Protected Health Information” has the same meaning as the term “Protected Health Information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.12 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.13 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his or her designee.

1.14 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

21 Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into a privacy/security agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

22 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.

23 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

24 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

25 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

26 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or has reasonably believed to have been breached and any other available information in Business Associate's possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

(b) Business Associate shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that Covered Entity may report the breaches to the Secretary in accordance with 45 CFR 164.408(c).

27 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

28 Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's

designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

29 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

210 Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

211 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.

212 Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, and an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

213 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

31 Business Associate may use or disclose Protected Health Information to perform the following functions, activities or services for, or on behalf of, Covered Entity:

(a) Perform or assist in performing a function or activity regulated by the HIPAA Rules, including but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning- related analysis related to managing the Health Plans, and customer service.

(b) Assist Covered Entity's other business associates retained to provide legal, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to Covered Entity.

Business Associate may also use or disclose Protected Health Information as otherwise specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plans, if any, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de- identify the information in accordance with 45 CFR 164.514(a)-(c).

32 Business Associate may use or disclose Protected Health Information as Required by Law.

33 To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

34 Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

35 Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

36 Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, but only if (a) any such disclosures are Required by Law, or (b) (i) Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (ii) the person agrees to notify the Business Associate of any instances where the confidentiality of the information has been breached.

37 Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on the date the last of the parties signs the Agreement and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b), upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(iv) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected Health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

(v) Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(c) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to

another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

(d) This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Innovative Business Consultants
412 Water St
Sioux City, IA 51103

Covered Entity:

Woodbury County
620 Douglas St Ste 701
Sioux City, IA 51101

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement. Any other provision that, in order to

give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

6.6 Successors

A party may not assign any of its rights or transfer any of its obligations under this Agreement without the other party's prior written consent. This Agreement is binding on each party's permitted successors and assigns.

6.7 Indemnification

Regardless of whether Business Associate is Covered Entity's agent, Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses (including attorneys' fees) to the extent resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses (including attorneys' fees) to the extent resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

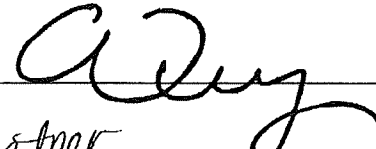
6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Business Associate:

Innovative Business Consultants

Dated: 11/14/2019

By 

Title: Partner

Covered Entity:

Health Plans of Woodbury County

Dated: _____

By _____

Title: _____



Joy A. Caudron
4921 Singing Hills Boulevard
Sioux City, Iowa 51106
E-mail Address: caudron@cableone.net
712/253-3600 Cell

October 31, 2019

Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, Iowa 51101

Dear Board of Supervisors:

Please accept this letter as my request to convert coverage for my husband and myself from a current COBRA status of the Woodbury County Health Insurance Plan to a Retiree, at our own premium expense.

As my husband, Roger, indicated to you, I was a staff member at the Siouxland District Health Department until my position was eliminated due to a restructuring of the organization in June of 2018. At that time, I understood that the only option I had available was to take COBRA, which has an 18 month limit.

I now understand that I could have indicated to Woodbury County that I was going to "retire" from the District Health/County and continued under the health insurance program as a Retiree. I was unaware of this option at the time I left District Health employment, and I took the COBRA coverage.

As I understand it, if I had indicated that I wanted to designate that I was going to "retire" from District Health/County, I could have continued on the County's health care insurance as a Retiree at our own expense for both myself and my husband.


I have not been employed since leaving District Health, and in December 2018 it became apparent that my time was needed in caring for my elderly parents who live in Des Moines, and we made the decision that I would retire and that parent care would be my full time job. I travel quite often each month to and from Des Moines to assist and care for them. I have since begun my official "retirement" under my IPERS program.

We understand that there is a potential for the Woodbury County Board to approve our reclassification from COBRA status to "Retiree" status through action of the Board. We understand that we will continue to pay 100% of the Retiree monthly premium for our health care insurance until we are eligible for Medicare.

Therefore, we request that the County Board approve a proposal to change my classification from COBRA to Retiree for the purpose of qualification for continuation on the Woodbury County Health Insurance Plan effective December 1, 2019, if possible. Our coverage under the COBRA program is currently scheduled to expire December 31, 2019.

Your consideration for this request is greatly appreciated, and we thank you. If you have questions, please do not hesitate to contact me at 712/253-3600.

Sincerely,


Joy Caudron

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

#9a

Date: 11/13/2019 Weekly Agenda Date: 11/19/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consider re-setting the date for a public hearing for granting an access easement across county property

ACTION REQUIRED:

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

EXECUTIVE SUMMARY:

The Haddock family has requested an easement across county property near Holly Springs for access to a landlocked farm field. The publication date for the hearing notice was missed.

BACKGROUND:

The Haddock farm south of Holly Springs has been isolated by work on the Woodbury Monona Drainage district and the closure of the former Humbolt Avenue right of way south of town. The landowner has been accessing the farm along the old right of way and has requested a permanent easement across county property to assure continued access to the farm.

FINANCIAL IMPACT:

No financial impact except for the cost of publication of a notice of public hearing. Chapter 331.361 of the Code of Iowa requires public notice for the issuance of an easement of this type.

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

Yes No

RECOMMENDATION:

I recommend that the Board set a public hearing date of December 10, 2019 for consideration of granting an easement to the Haddock farm property.

ACTION REQUIRED / PROPOSED MOTION:

Motion to set December 10, 2019 at 4:45 PM for a public hearing for consideration of granting an access easement to the Haddock Farm in section 15, T-86N, R-45W.

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

Date: 11/13/2019 Weekly Agenda Date: 11/19/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, County Engineer

WORDING FOR AGENDA ITEM:

Consideration of the issuance of a quit claim deed for vacated excess right of way on Old Highway 141 near Smithland

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board vacated excess right of way along Old Highway 141 near the town of Smithland. The owner has requested a quit claim deed for the subject property.

BACKGROUND:

The Bainbridge family home is built within the current dedicated right of way of Old Highway 141. In examining the right of way, the county engineer has determined that the right of way containing the home is not needed for continued maintenance of the roadway. The owner has performed a survey and completed a vacation plat at the direction of the county engineer.

FINANCIAL IMPACT:

No financial impact to the county.

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

Yes No

RECOMMENDATION:

I recommend that the board approve the quit claim deed to excess right of way along Old Highway 141 as shown on the accompanying plat.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the quit claim deed for vacated excess right of way on Old Highway 141 and direct the chair to sign the deed.

Instrument #: 2019-16609

08/30/2019 02:22:55 PM
SRVVP PLAT OF SURVEY
Recording Fee: \$ 7.00

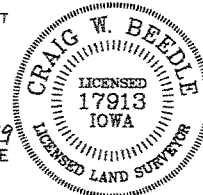
To 2019-47658 RVROW 09/25/2019 11:50:06 AM Page 4 of 4

Patrick F. Gill, Auditor/Recorder, Woodbury County Iowa

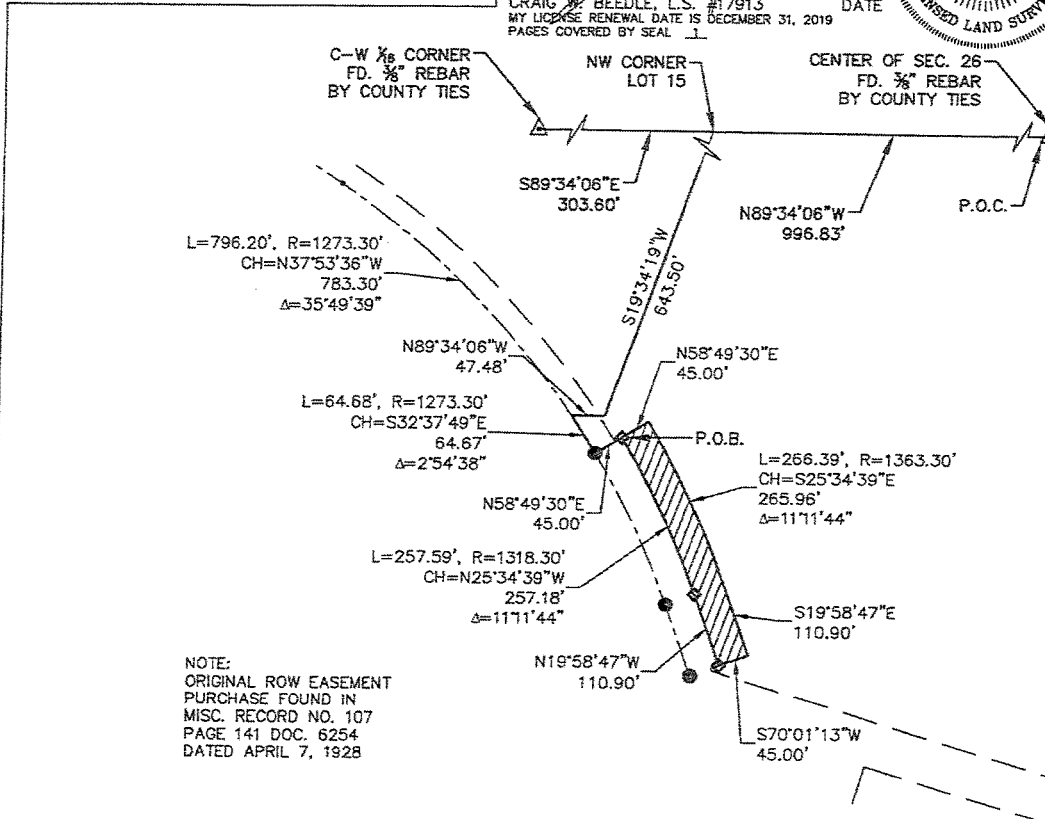
LOCATION: SECTION 26, TOWNSHIP 86, RANGE 44 NE OF SW
REQUESTOR: WOODBURY COUNTY ENGINEERS
SURVEYOR: CRAIG BEEDLE
SURVEYOR COMPANY: VEENSTRA & KIMM, INC.
RETURN TO: CRAIG BEEDLE, 203 SGT. SQ. DR. STE. B
SERGEANT BLUFF, IA 51054 (712) 943-5055

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

Craig Beedle 30 AUG 2019



CRAIG W. BEEDLE, L.S. #17913 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
PAGES COVERED BY SEAL 1



NOTE:
ORIGINAL ROW EASEMENT
PURCHASE FOUND IN
MISC. RECORD NO. 107
PAGE 141 DOC. 6254
DATED APRIL 7, 1928

LEGAL DESCRIPTION:

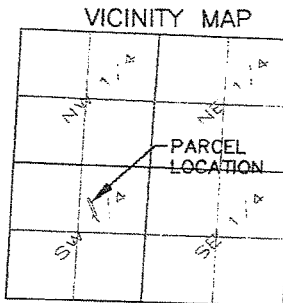
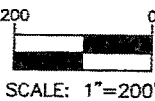
A PARCEL OF LAND IN THE NE 1/4 SW 1/4 SECTION 26, T-86-N, R-44-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. ALSO BEING A PART OF LOT 15 OF AUDITORS PLAT OF THE S 1/2 SECTION 26 IN SMITHLAND, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 26-86-44 THENCE N89°34'06"W AN ASSUMED BEARING 996.83 FEET ALONG THE NORTH LINE OF THE SW 1/4 TO THE NW CORNER OF LOT 15 OF SAID AUDITORS PLAT; THENCE S19°34'19"W, 643.50 FEET ALONG THE OLD WESTERLY LINE OF LOT 15; THENCE N89°34'06"W, 47.48 FEET TO THE CENTERLINE OF OLD HIGHWAY 141; THENCE ALONG SAID CENTERLINE ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 64.88 FEET, A RADIUS OF 1273.30 FEET, AND A CHORD BEARING OF S32°37'49"E FOR 64.67 FEET; THENCE N58°49'30"E, 45.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N58°49'30"E, 45.00 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 266.39 FEET, A RADIUS OF 1363.30 FEET, AND A CHORD BEARING OF S25°34'39"E FOR 265.96 FEET; THENCE S19°58'47"E, 110.90 FEET; THENCE S70°01'13"W, 45.00 FEET; THENCE N19°58'47"W FOR 110.90 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 257.59 FEET, A RADIUS OF 1318.30 FEET, AND A CHORD BEARING OF N25°34'39"W FOR 257.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL DESCRIPTION CONTAINS 0.385 ACRES MORE OR LESS.

LEGEND

- ▲ SECTION CORNER FOUND (AS NOTED)
- ▲ SECTION CORNER SET (5/8" IRON PIN W/ YELLOW CAP #17913)
- FOUND MONUMENT (1/2" REBAR)
- FOUND MONUMENT (AS NOTED)
- NOT SET
- ◇ SET ROW MONUMENT (5/8" IRON PIN W/ ORANGE CAP #17913)
- SET MONUMENT (P.K. NAIL)
- (M) MEASURED
- (R) RECORDED
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING



SECTION 26-86-44



SURVEY PLAT - ROW VACATION
WOODBURY CO. ENGINEERS
SMITHLAND, IOWA

VEENSTRA & KIMM, INC.

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

NOTES:	SCALE 1" = 200'	DWG. NO.
	DRAWN CWB	1
	CHECKED AWG	
	APPROVED CWB	
	DATE 07/16/17	
	A.C.	
	DATE	PROJECT 19123

QUIT CLAIM DEED

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, Keith Radig, Chairperson does hereby quit claim to John A. and Nancy Bainbridge and John D. and Michelle E. Bainbridge, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

A PARCEL OF LAND IN THE NE1/4 SW1/4 SECTION 26, T-86-N, R-44-W OF THE 5TH PRINCIPAL MERIDIAN WOODBURY COUNTY, IOWA. ALSO BEING A PART OF LOT 15 OF AUDITORS PLAT OF THE S1/2 SECTION 26 IN SMITHLAND, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 26-86-44 THENCE N89°34'06"W AN ASSUMED BEARING 996.83 FEET ALONG THE NORTH LINE OF THE SW1/4 TO THE NW CORNER OF LOT 15 OF SAID AUDITORS PLAT; THENCE S19°34'19"W, 643.50 FEET ALONG THE WESTERLY LINE OF LOT 15; THENCE N89°34'06"W, 47.48 FEET TO THE CENTERLINE OF OLD HIGHWAY 141; THENCE ALONG SAID CENTERLINE ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 64.68 FEET, A RADIUS OF 1273.30 FEET, AND A CHORD BEARING OF S32°37'49"E FOR 64.67 FEET; THENCE N58°49'30"E, 45.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N58°49'30"E, 45.00 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 266.39 FEET, A RADIUS OF 1363.30 FEET, AND A CHORD BEARING OF S25°34'39"E FOR 265.96 FEET; THENCE S19°58'47"E, 110.90 FEET; THENCE S70°01'13"W, 45.00 FEET; THENCE N19°58'47"W FOR 110.90 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY WITH AN ARC LENGTH OF 257.59 FEET, A RADIUS OF 1318.30 FEET, AND A CHORD BEARING OF N25°34'39"W FOR 257.18 FEET TO THE POINT OF BEGINNING.

SAID PARCEL DESCRIPTION CONTAINS 0.385 ACRES MORE OR LESS. Said real estate was vacated right of way, recorded as Instrument # 2019-17658 in the Office of the County Recorder.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: November 19, 2019

Chair, County Board of Supervisors

County Seal:

County Auditor

On this 19th day of November, 2019, before me, Mark J. Nahra, a notary public in and for the State of Iowa appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the 19th day of November, 2019 and, _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Seal:

Notary Public
My Commission Expires: _____



November 6, 2019

Chair and Members of the Board of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

Re: Municipal Advisor Services Agreement

Dear Chair and Members of the Board of Supervisors:

On behalf of D.A. Davidson & Co. (“we” or “D.A. Davidson”), we wish to thank you for the opportunity to serve as municipal advisor to Woodbury County, Iowa (“you” or “Client”), with respect to the proposed secondary roads project and related issuance of General Obligation or Tax Increment Revenue Bonds (the “Securities”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor with respect to such services effective on the date this Agreement is executed by you (the “Effective Date”).

1. **Scope of Municipal Advisor Services to be Provided by D.A. Davidson.** (a) You hereby engage D.A. Davidson to serve as municipal advisor with respect to the proposed issuance of the Securities, and in such capacity D.A. Davidson agrees to provide advice as to the structure, timing, terms and other matters regarding the Securities, including the following services, if and as requested by you (the “Scope of Services”):

- Review financial information to determine the ability of the Client to incur and repay the debt.
- Prepare analyses according to the size of the Bond issue, the term the Bonds will be outstanding, and the expected interest rates on the Bonds, and revise such schedules as necessary.
- Recommend maturity schedules, call features, method and timing of the bond sale and other terms necessary to ensure the lowest available interest rates on the Bonds. In preparing the maturity schedules, analyze the best alternative for payment of the debt service in conjunction with the Client’s outstanding debt, and future financing needs.
- Coordinate with Client Officials and all project professionals, including Bond Counsel.
- Consult with Bond Counsel and review legal documentation on the Client’s behalf. Bond Counsel will draft all legal proceedings, and will advise as to proper legal procedure to ensure a favorable and marketable legal opinion on the Bonds.
- If the Bonds are to be rated, prepare and disseminate the information necessary for review by a bond rating agency to obtain rating on the Bonds and will make recommendations in that regard for improved marketing of the Bonds (“Underlying Rating”).
- Participate in the sale of Bonds, and provide bond market trend information and other information to facilitate the sale.

- Coordinate with the Underwriter and prepare the final debt service schedules, and other related schedules and calculations for the Client, and Bond Counsel.
- Assist the Client in delivery of the Bonds and Bond proceeds to the Client in such a manner that bond proceeds will be immediately available as needed.
- Assist the Client with such other usual and customary financial advisory services as may be requested by the Client.

Under Municipal Securities Rulemaking Board (“MSRB”) Rule G-23, D.A. Davidson will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Securities. D.A. Davidson is registered as a municipal advisor with the Securities Exchange Commission and MSRB.

(b) The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.

(ii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Securities or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. **Municipal Advisor’s Regulatory Duties When Servicing You.** MSRB Rule G-42 requires that D.A. Davidson make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action or that form the basis for and advice provided by D.A. Davidson to you. The rule also requires that D.A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. D.A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on your behalf.

You agree to cooperate, and to cause your agents to cooperate, with D.A. Davidson in carrying out these regulatory duties, including providing to D.A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seek to have D.A. Davidson provide advice with regard to any recommendation made by a third party, you will provide to D.A. Davidson written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Compensation.** (a) For its Services, D.A. Davidson will charge a minimum of \$12,500 and a maximum of \$35,000 per series. Within that range, the fee will be calculated as 0.125% of the par amount of the securities issued. Such sum includes travel related expenses which will not be billed to you separately. If additional services are requested by you, D.A. Davidson will prepare and submit to you an estimate of the total cost associated with such additional services. You will review and approve in writing such cost estimate for additional services and the total compensation and reimbursement to be paid by you to D.A. Davidson for such approved additional services shall not exceed the approved amount. D.A.

Davidson's fees for additional services shall be billed on an hourly basis at D.A. Davidson current standard rates, which will in no event exceed the amount approved by you in writing for such additional services. D.A. Davidson's current hourly rates are \$250 for a Senior Vice President and \$225 for a Vice President.

(b) D.A. Davidson will submit bills to the Client for Services rendered upon completion of services rendered.

4. **Out-of-Pocket Expenses.** D.A. Davidson shall be responsible for any costs it may incur in the performance of its obligations under this Agreement unless otherwise provided herein

5. **Term and Termination.** The term of this Agreement shall extend from the Effective Date to June 30, 2022 or the closing of the Securities. Notwithstanding the forgoing, either party may terminate D.A. Davidson's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

6. **Limitation of Liability.** In the absence of negligence, willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of D.A. Davidson or any of its associated persons, D.A. Davidson and its associated persons shall have no liability to you for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from your election to act or not to act, as the case may be, contrary to any advice or recommendation provided by D.A. Davidson to you. In the absence of negligence, willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of D.A. Davidson or any of its associated persons, no recourse shall be had against D.A. Davidson for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of yours arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of the Bonds, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of D.A. Davidson's fiduciary duty to you under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

7. **Required Disclosures.** MSRB Rule G-42 requires that D.A. Davidson provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in D. A. Davidson's Municipal Advisor Disclosure Statement delivered to you together with this Agreement.

D.A. Davidson is registered as a municipal advisor with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint against D.A. Davidson with the appropriate regulatory authority.

8. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

9. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of you and D.A. Davidson, our respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

12. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Authority.** The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct D.A. Davidson's performance of its activities under this Agreement:

Print Name

Dennis Butler

Keith Radig

Title

Financial Director

Chair, Board of Supervisors

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return a copy of this letter.

Again, we thank you for the opportunity to assist you with the Securities and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: 
Name: Nathan Summers
Title: Vice President

This Agreement is hereby accepted for and on behalf of Woodbury County.

WOODBURY COUNTY, IOWA

By: _____
Name: _____
Title: _____

Dated: _____, 2019

DISCLOSURE STATEMENT OF D.A. DAVIDSON & CO.

This letter is provided under Rule G-42 of the Municipal Securities Rulemaking Board (the "MSRB") in connection with our current engagement as municipal advisor under the Agreement dated November 6, 2019 (the "Agreement") between D.A. Davidson & Co. ("we" or "D.A. Davidson") and Woodbury County, Iowa ("you" or "Client"). Rule G-42 requires that we provide you with written documentation of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship with you. This letter is delivered to you in satisfaction of those requirements.

1. Scope of Services.

(a) *Services to be Provided.* The Agreement describes our Scope of Services under our engagement with you.

(b) *Limitations on Scope of Services.* The Scope of Services is subject to the following limitations:

(i) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the bonds, notes or securities (the "Securities") covered by the Agreement or the project or facilities to be financed, or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(ii) We are not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about D.A. Davidson provided by us for inclusion in such documents.

(c) *IRMA status.* If Client has designated D. A. Davidson as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because D. A. Davidson, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. D. A. Davidson is not responsible for verifying that it is "independent" (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. D. A. Davidson requests that Client provide to it, for review, any written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references D. A. Davidson, its personnel and its role as IRMA.

2. **D. A. Davidson's Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that D. A. Davidson make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by D. A. Davidson to Client. The rule also requires that D. A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete

information. D. A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Accordingly, D. A. Davidson will seek Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by D. A. Davidson of these regulatory duties, including providing to D. A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent Client seeks to have D. A. Davidson provide advice with regard to any recommendation made by a third party, D. A. Davidson requests that Client provide to D. A. Davidson written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Required Disclosures. MSRB Rule G-42 requires that D. A. Davidson provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) *Disclosures of Conflicts of Interest.* MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. With respect to all of the conflicts disclosed below, D. A. Davidson mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, because we are a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of D. A. Davidson is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to our fiduciary duty. Furthermore, D. A. Davidson's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of D. A. Davidson potentially departing from their regulatory duties due to personal interests.

The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

(i) *Compensation-Based Conflicts.* The fees due to D.A. Davidson under the Agreement are in a fixed amount. The amount is based upon, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by us. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, we may suffer a loss. This may create an incentive for us recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. In addition, the payment of our fees is contingent upon the closing of the Securities. While is customary in the municipal securities market, it may present a conflict because it could create an

incentive for us to recommend financings that are unnecessary or disadvantageous to you. These conflicts are mitigated by the general mitigations described above.

(ii) *Other Municipal Advisor or Underwriting Relationships.* D. A. Davidson serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, we serve as municipal advisor to other municipal advisory clients and, in such cases, owe a regulatory duty to our other clients just as we owe to you under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, we could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of D. A. Davidson to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that D. A. Davidson serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair our ability to fulfill our regulatory duties to you.

(iii) *Broker-Dealer and Investment Advisory Business.* D. A. Davidson is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities issued by you, may be undertaken on behalf of, or as counterparty to, you, your personnel, and current or potential investors in the securities issued by you. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with your interests, such as when their buying or selling securities issued by you may have an adverse effect on the market for your securities, and the interests of such other clients could create the incentive for D. A. Davidson to make recommendations to you that could result in more advantageous pricing for the other clients. Any potential conflict arising from D. A. Davidson effecting or otherwise assisting such other clients in connection with such transactions is mitigated by the general mitigations described above.

(iv) *Secondary Market Transactions in Client's Securities.* D. A. Davidson, in connection with its sales and trading activities, may take a principal position in securities, including securities issued by you, and therefore we could have interests in conflict with your interests with respect to the value of your securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, D. A. Davidson or its affiliates may submit orders for and acquire the Securities issued by you under the Agreement from members of the underwriting syndicate, either for our own account or for the accounts of our customers. This activity may result in a conflict of interest in that it could create the incentive for us to make recommendations to you that could result in more advantageous

pricing of the Securities in the marketplace. Any such conflict is mitigated by the general mitigations described above.

(v) *Affiliate Acquisition Describing Conflict.* Wells Nelson and Associates (“Wells”), was acquired by, and is presently an affiliate of, D.A. Davidson & Co. (“D.A. Davidson”). Wells will become and conduct business as D.A. Davidson in the near future. D.A. Davidson provides advice and services that are within the Scope of Services under this Agreement. Wells business with you could create an incentive for Wells to recommend to you a course of action designed to maintain or increase your business activities as Wells becomes D.A. Davidson. The potential for Wells to increase the level of your business activities with D.A. Davidson is mitigated by the fact you have previously engaged Wells and D.A. Davidson does not provide services or products that are not currently provided by Wells. In the event Wells makes a recommendation to you that could influence the level of business with D.A. Davidson, Wells will consider alternatives to such recommendation, which will be disclosed to you along with the impact the recommendation and its alternatives would have on your business activities as the acquisition of Wells with D.A. Davidson becomes final.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.* MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel.

Accordingly, D. A. Davidson sets out below required disclosures and related information in connection with such disclosures.

(i) D. A. Davidson discloses the following legal or disciplinary events that may be material to your evaluation of D. A. Davidson or the integrity of our management or advisory personnel:

- A regulatory action disclosure filed on Form MA-I relates to the Securities and Exchange Commission’s Order dated February 2, 2016 (SEC Admin Releases 33-10019; 34-77021) (the “MCDC Order”). The SEC MCDC Order was issued under the Division of Enforcement’s Municipalities Continuing Disclosure Cooperation Initiative, and the violations referred to therein were self-reported by D.A. Davidson. Pursuant to the MCDC Order, the SEC deemed it appropriate and in the public interest that public administrative and cease-and-desist proceedings be instituted against D.A. Davidson arising for willfully violating Section 17(a)(2) of the Securities Act (an antifraud provision of the federal securities laws) in connection with Municipal Advisor’s underwriting of certain municipal securities offerings. The MCDC Order alleged that we (a) conducted inadequate due diligence in certain municipal securities offerings, (b) failed to form a reasonable basis for believing the truthfulness of certain material representations in official statements regarding compliance by issuers with their continuing disclosure undertakings, and (c) as a result, we offered and sold municipal securities on the

basis of materially misleading disclosure documents. In connection with the MCDC order, we paid a \$500,000 fine to the SEC. The MCDC Order is available at the SEC's website <https://www.sec.gov/litigation/admin/2016/33-10019.pdf>.

(ii) *How to Access Form MA and Form MA-I Filings.* D. A. Davidson's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000027182>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by D. A. Davidson in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by D. A. Davidson on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and D. A. Davidson's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, D. A. Davidson's CRD number is 199.

(iii) The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by D. A. Davidson with the SEC is February 2, 2016, which change consists of the MCDC Order described above.

(c) *Future Supplemental Disclosures.* As required by MSRB Rule G-42, this Section 3 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of D. A. Davidson. We will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: November 6, 2019

D.A. Davidson & Co.

By: 

Title: Vice President, Public Finance Banker

November 14, 2019

VIA ELECTRONIC MAIL

Supervisor Keith Radig
Chairperson, Board of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Re: Woodbury County, Iowa
Bond Counsel Services/\$10,000,000 General Obligation Urban Renewal County
Road Improvement Bonds

Dear Supervisor Radig:

In connection with my recent conversations with Dennis Butler, I am writing to explain our role as bond counsel for the proposed issuance of \$10,000,000 General Obligation Urban Renewal County Road Improvement Bonds.

As bond counsel, it is our responsibility to provide legal representation to the County with respect to the authorization of the borrowing that the County will undertake to finance the County Road Project. In serving the County as bond counsel, we will prepare appropriate resolutions and closing certificates, consult with the financial advisor and the lender, and undertake such additional duties as we deem necessary to help the County through this transaction. At closing of the bond issue, assuming the proper conditions are in place, we will deliver our opinion that (1) the bonds are valid and binding general obligations of the County, and (2) the interest paid on the bonds will be excluded from gross income for federal income tax purposes.

In performing our services as bond counsel, our sole client in this matter will be Woodbury County. We will not represent any other party in this financing and it is mutually understood that the services to be provided by us as described herein are solely for the benefit of Woodbury County.

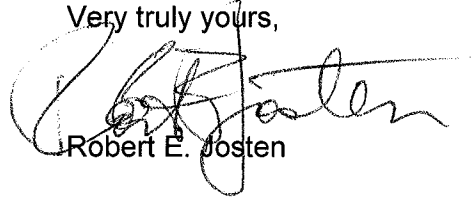
Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake, (iii) the time we anticipate devoting to the project, and (iv) the responsibilities we assume, we estimate that our fees and expenses for serving as bond counsel will not exceed \$15,000.

Please have this letter executed in the space below and either fax an executed copy of this letter to our office at (515) 283-1060 or scan and email an executed copy to lemke.susan@dorsey.com. If you have questions, please call me.

Supervisor Keith Radig
November 14, 2019
Page 2

We look forward to working with you. Thank you for the opportunity to serve the County.

Very truly yours,



Robert E. Josten

REJ:srl

cc: Dennis Butler

I understand and agree to the arrangements stated above.

WOODBURY COUNTY, IOWA

BY: _____

Date: _____