



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 9 2021) (WEEK 45 OF 2021)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt Keith W. Radig Jeremy Taylor Matthew A. Ung Justin Wright
253-0421 560-6542 259-7910 490-7852 899-9044
rdewitt@woodburycountyiowa.gov kradig@woodburycountyiowa.gov jtaylor@woodburycountyiowa.gov matthewung@woodburycountyiowa.gov jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 9, 2021 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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 2, 2021 meeting
- 4. Approval of claims
- 5. Juvenile Detention – Ryan Weber
Receive Juvenile Detention October Population Report
- 6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

End Consent Agenda

- 4:35 p.m.**
(Set time)
7. Board Administration – Dennis Butler
 - a. Public hearing on the proposal to enter into an Amended and Substituted Lease Agreement with the Woodbury County Law Enforcement Center Authority Action
 - b. Approval of resolution approving and authorizing and Amended and Substituted Lease Agreement between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa Action
 - c. Approval of resolution amending the Resolution #13,070 levying a direct annual tax for payment of the Base Rent and Additional Rent due under the Lease Agreement by and between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa, pursuant to Section 346.27 of the Code of Iowa Action
 - d. Discussion and action to either extend the current lease for one year or bid out the county farm for one year (2022) Action
 8. Canvass for Regular City/School Election Action
 9. County Sheriff – Chad Sheehan
Approve the creation of a Warrant Clerk to take effect November 29, 2021 Action
 10. WCICC-IT – John Malloy
Approve to purchase the proposal offered by CTI for the Board of Supervisors Room AVI upgrade Action
 11. Secondary Roads – Mark Nahra
 - a. Approve the resolution establishing weight limits on the listed county bridges Action
 - b. Award bids for the Oak Ridge Park project to Holly Brown Construction for \$66,078.50 Action
 - c. Award the quotes for semi-tractor trucks to Istate and Freightliner Action
 12. Board of Supervisors – Rocky De Witt
Approval of Contract Land Staff to survey county farm Action
 13. Reports on Committee Meetings Information
 14. Citizen Concerns Information
 15. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., NOV. 10	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THU., NOV. 11	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
WED., NOV. 17	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. 18	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., NOV. 19	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
MON., NOV. 22	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUE., NOV. 23	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
WED., NOV. 24	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., NOV. 25	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
WED., DEC. 1	9:00 a.m.	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	10:30 a.m.	Loess Hills Alliance Executive Meeting
	1:00 p.m.	Loess Hills Alliance Board of Directors Meeting,
	3:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., DEC. 2	10:00 a.m.	COAD Meeting, The Security Institute
FRI., DEC. 3	9:30 a.m.	SIMPCO Tri-State Legislative Forum, WITCC
WED., DEC. 8	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	10:00 a.m.	STARComm Board Meeting, The Security Institute, WIT Campus
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THU., DEC. 9	12:00 p.m.	SIMPCO Board of Directors and Award Ceremony, Holiday Inn Express, Dakota Dunes
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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 02, 2021, FORTY-FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 02, 2021 at 4:30 p.m. Board members present were Taylor, Ung, De Witt, Radig, and Wright. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Services Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by De Witt second by Radig to approve the agenda for November 02, 2021. Carried 5-0. Copy filed.

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

3. To approve minutes of the October 26, 2021 meeting. Copy filed.
4. To approve the claims totaling \$609,796.92. Copy filed.
5. To approve items to be auctioned per Personal Property Disposition Policy. Copy filed.
6. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Sheryl Livingston, VIN #MK874C, 1969 Homette.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,358
RESOLUTION APPROVING ABATEMENT OF TAXES**

WHEREAS, Sheryl Kay Livingston is the titleholder of a mobile home VIN #MK874C located in Woodbury County, Iowa and legally described as follows:

VIN #MK874C 1969 Homette

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Sheryl Kay Livingston.

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 mobile home 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 2nd day of November, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 7a. To approve the appointment of Dylan Hinds, F/T Operations Officer-Paramedic, Emergency Services Dept., effective 11-03-21, \$18.82/hour. Job Vacancy Posted 8-18-21. Entry Level Salary: \$18.82-\$19.95/hour. Copy filed.
- 7b. To approve the Delta Dental 2022 Renewal. Copy filed.
- 7c. To approve the 2022 Innovative Benefit Consultant plan renewal. Copy filed.

Carried 5-0.

8. Jeremy Taylor, Board of Supervisors, shared remarks of appreciation for support to the County and presented a United States Flag that was flown overseas during his deployment to the County.

9a. Bid letting was held for Oak Ridge Park project. The bids are as follows:

Holly Brown Construction, Ponca, NE	\$66,078.50
Johnston Excavating LLC, Sloan, IA	\$76,583.00
L A Carlson, Hinton, IA	\$85,300.00
Nelson & Rock, Onawa, IA	\$91,180.00
West Branch Construction, Harlan, IA	\$79,392.00

Motion by De Witt second by Radig to receive the bids for the Oak Ridge Park project and return them to the County Engineer for review with the Conservation department. Carried 5-0. Copy filed.

9b. Motion by Radig second by Taylor to award the bid for project STBG-SWAP-C097(142)—FG-97 to Godberson-Smith Construction, Ida Grove, IA, and authorize the Chairperson to sign a Resolution to award the bid and authorize the County Engineer to electronically sign for the contract and bond. Carried 5-0.

**BID AWARD AND DESIGNATION AND AUTHORIZATION OF
COUNTY ENGINEER FOR ELECTRONIC SIGNATURE OF CONTRACT AND
BOND
RESOLUTION #13,359**

WHEREAS, the Board of Supervisors has received bids for the project captioned herein, and,

WHEREAS, the board has considered the bids and concurs with the Iowa DOT and the County Engineer's recommendation to award the contract to the lowest responsible bidder, and:

WHEREAS, time is of the essence in locking in material prices in a rapidly changing cost environment currently being experienced by contractors and road agencies across the state, the Board is directing the County Engineer to electronically sign the contracts and bonds for the following project upon presentation of completed documents meeting contract requirements for the following project:

**STBG-SWAP-C097(142)—FG-97
PCC Pavement - Replace, County route K642/Moville Blacktop**

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors hereby awards the bid and directs the County Engineer is directed to electronically sign the contracts and bonds for the above captioned project upon presentation of final contract documents.

Passed and approved this 2nd day of November, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9d. Motion by De Witt second by Radig to approve the federal aid project agreement for projects NHSX-020-19(179)—3H-97 and NHSX-020-19(180)—2R-97. Carried 5-0. Copy filed.

9c. Motion by Radig second by Taylor to approve the federal aid project agreement for project STP-031-1-(46)—2C-97. Carried 5-0. Copy filed.

10. Motion by De Witt second by Taylor to approve and authorize the Chairperson to sign a Resolution fixing date for a public hearing on the proposal to enter into an amended and substituted lease agreement with the Woodbury County Law Enforcement Center Authority. Carried 5-0.

**RESOLUTION #13,360
RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO AN AMENDED
AND SUBSTITUTED LEASE AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER**

AUTHORITY

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, (the "County") should provide for the authorization of An Amended and Substituted Lease Agreement with the Woodbury County Law Enforcement Center Authority (the "Authority") for the purpose of construction and operation of a new law enforcement center facility as hereinafter described; and

WHEREAS, Iowa Code Section 346.27 provides that the Authority shall have and exercise certain public and essential governmental powers and functions including the right to lease all or any part of a building to an incorporating unit upon rental terms agreed upon between the Authority and the incorporating unit; and

WHEREAS, the Authority and County have negotiated the form of a proposed Lease Agreement (the "Lease") by and between the Authority and the County, which would obligate the Authority to construct certain improvements to be operated by the County as a law enforcement center facility (more particularly described in the Lease) on certain real property located within Sioux City, Iowa as defined and legally described in the Lease, consisting of the construction of an approximately 213,000 square foot building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Lease and would obligate the County to make certain payments to the Authority as outlined in the proposed Lease, under the terms and following satisfaction of the conditions set forth in the Lease; and

WHEREAS, the Authority and County entered into a lease agreement dated September 1, 2021. Said lease provided that the Authority and County would update the lease agreement with an Amended and Substituted Lease Agreement when Additional Bonds were issued by the Authority. The Authority is now issuing additional bonds and the Authority and County wish to enter into an Amended and Substituted Lease Agreement.

WHEREAS, neither Chapter 331 nor any other Code provision sets forth any procedural action required to be taken before said Lease can be approved, and pursuant to Section 331.301(5), Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the Woodbury County Auditor causes to be published notice of the proposal and of the time and place of the meeting at which the Board of Supervisors proposes to take action thereon and to receive oral and/or written objections to such action; and

WHEREAS, the following action is now considered to be in the best interests of the County.

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

Section 1. That this Board of Supervisors meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at 4:35 P.M. on November 9, 2021, for the purpose of holding a public hearing and taking action on the matter of the proposal to enter into the Lease with the Woodbury County Law Enforcement Center Authority.

Section 2. That the Woodbury County Auditor is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in Woodbury County, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, ON THE MATTER OF THE PROPOSAL TO ENTER INTO AN AMENDED AND SUBSTITUTED LEASE AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, Iowa, will hold a public hearing on November 9, 2021, at 4:35 P.M. in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board of Supervisors proposes to take action on the proposal to enter into an Amended and Substituted Lease Agreement (the "Lease") with the Woodbury County Law Enforcement Center Authority (the "Authority").

The Lease would obligate the Authority to construct certain improvements to be operated by the County as a law enforcement center Facility (more particularly described in the Lease) on certain real property located within Sioux City, Iowa as defined and legally described in the Lease, consisting of the construction of an approximately 213,000 square foot building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Lease.

The Lease would obligate the County to make certain payments to the Authority as outlined in the proposed Lease, under the terms and following satisfaction of the conditions set forth in the Lease.

A copy of the Lease is on file for public inspection during regular business hours in the office of the Auditor of Woodbury County, Iowa.

At the above meeting the Board of Supervisors shall receive oral or written objections to the proposal to enter into the Lease. After all objections have been received and considered, the Board of Supervisors will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Lease.

This notice is given by order of the Board of Supervisors of Woodbury County, Iowa.

Dated this 2nd day of November, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

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 9, 2021.

Meeting sign in sheet. Copy filed.

Woodbury County Juvenile Detention Census for October 2021

Woodbury County Juvenile Holds

1. 194 Days 11 Hours (As of 11-2-2021)
2. 29 Days 7 Hours (As of 11-2-2021)
3. 22 Days 10 Hours (As of 11-2-2021)
4. 7 Days 5 Hours (When Released)
5. 11 Days 11 Hours (As of 11-2-2021)
6. 7 Days 6 Hours (As of 11-2-2021)

Woodbury County Adult Court Holds

1. 324 Days 19 Hours (When Released)
2. 185 Days 14 Hours (As of 11-2-2021)
3. 23 Days 2 Hours (When Released)
4. 35 Days 19 Hours (When Released)
5. 32 Days 6 Hours (As of 11-2-2021)
6. 28 Days 12 Hours (As of 11-2-2021)
7. 2 Hours 50 Minutes (When Released)

Out of County Holds

1. 78 Days 4 Hours Adult Court (Monona Co. As of 11-2-2021)
2. 25 Days 9 Hours Adult Court (Polk Co. As of 11-2-2021)

Interstate Compact Holds

1. 13 Days 23 Hours California (When Released)
2. 7 Days Kansas (When Released)

Omaha Nation Holds

N/A

Intake and Release

1. 45 Minutes
2. 19 Hours 55 Minutes
3. 30 Minutes
4. 1 Hour 5 Minutes
5. 1 Hour 45 Minutes
6. 1 Hour 50 Minutes
7. 1 Hour 50 Minutes
8. 1 Hour 5 Minutes
9. 25 Minutes
10. 4 Hours 20 Minutes
11. 2 Hours 12 Minutes
12. 1 Hour 30 Minutes
13. 1 Hour 5 Minutes
14. 23 Hours 25 Minutes
15. 12 Hours 50 Minutes
16. 1 Hour
17. 2 Hours 26 Minutes

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 9, 2021

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Sanchez, Alec	County Sheriff	11-03-21	Civilian Jailer			S	Resignation.
Andresen, Michael	Secondary Roads	11-15-21	Equipment Operator	\$25.31/hour	-1%=-\$.30/hr	T	Position Transfer from Motor Grader to Equipment Operator.
Sanderson, Kyle	Secondary Roads	11-15-21	Motor Grader Operator	\$25.61/hour	3%=\$.76/hr	E	Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.
Drury, James	County Attorney	11-19-21	Asst. County Attorney			S	Resignation.
Butler, Seth	County Sheriff	11-29-21	Sheriff Deputy	\$25.83/hour	22%=\$4.81/hr	P	Promotion from Civilian Jailer to Deputy.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director



Woodbury County Sheriff's Office

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

CHAD SHEEHAN, SHERIFF

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

October 28th, 2021

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 hire Seth Butler as a sworn Deputy Sheriff, effective Monday, November 29th, 2021, for the position recently vacated by Sgt. Garthright's retirement. We request this be placed on the agenda for the Tuesday, November 9th, 2021, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan".

Chad Sheehan, Sheriff

Cc: file

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: November 9, 2021

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Attorney	Assistant County Attorney	AFSCME: \$63,200- \$73,088/year		
County Sheriff	Civilian Jailer	CWA: \$21.02/hour		
Secondary Roads	Equipment Operator	CWA: \$24.55/hour		

Chairman, Board of Supervisors



WOODBURY COUNTY ATTORNEY

PATRICK "P.J" JENNINGS
COUNTY ATTORNEY

300 COURTHOUSE
620 DOUGLAS STREET
SIOUX CITY, IOWA 51101

TELEPHONE
712-279-6516
FAX # 712-279-6457

MEMORANDUM

Date: November 1, 2021
To: Board of Supervisors
From: PJ Jennings
RE: Request for New Hire

Supervisors:

On November 19, 2021, one of our misdemeanor attorneys will be leaving us for employment in another city. This is a very important position within our office and it is vital that we get a new attorney hired as soon as possible as the duties and learning curve for a new prosecutor can be quite over-whelming.

I ask that you now approve the hiring of a new assistant prosecutor.

A handwritten signature in black ink, consisting of several overlapping loops and a long tail extending downwards and to the left.



Woodbury County Sheriff's Office

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

Chad Sheehan, SHERIFF

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

November 3, 2021

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

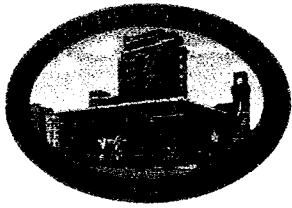
The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for one (1) Correctional Officer position, effective November 10th, 2021. We request this be placed on the agenda for Tuesday November 9th, 2021, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Sheehan", with a long horizontal flourish extending to the right.

Chad Sheehan, Sheriff

cc: file



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Naha, P.E.
mnaha@sioux-city.org

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors
Woodbury County Human Resources

From: Mark J. Naha, County Engineer

Date: November 4, 2021

Subject: District 2 Equipment Operator Position

/, District 2 is short of an equipment operator to assist with winter snow removal. With the plan to add four full time employees for our gravel road improvement project, I am requesting to fill the planned, full time Merville/District 2 position and bring on our new permanent employee for that district prior to winter to allow us to have staff needed for full snow removal response.

Please contact me if you have any questions. Thank you for your assistance and attention.



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

November 4, 2021

Via E-mail Only

Woodbury County, Iowa
c/o Ms. Tina Bertrand
Woodbury County Treasurer
Trosper Hoyt
822 Douglas St. Room 102
Sioux City, Iowa 51101

Re: Woodbury County, Iowa
Amended and Substituted Lease Agreement

Dear Tina:

Enclosed please find suggested proceedings to be acted upon by the Board of Supervisors on the date fixed for the hearing on the proposal to enter into an Amended and Substituted Lease Agreement with the Woodbury County Law Enforcement Center Authority.

The proceedings are prepared to show as a first step the holding of a public hearing for the receiving of any oral or written objections from any resident or property owner to the proposed action of the Board of Supervisors. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered, if the Board of Supervisors decides not to abandon the lease, a form of resolution follows that should be introduced and adopted, entitled Resolution Approving and Authorizing Execution of an Amended and Substituted Lease Agreement between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa.

Please note the following:

- These proceedings assume the Notice of Public Hearing was published. Please fax or scan a copy of the resolution fixing the date of hearing and the newspaper's publication of the notice to us on the day it is published (if convenient).

Please sign and return two copies of each document immediately after the Board adopts the resolution on November 9, 2021. We will separately obtain the signatures of the Authority and circulate

originals to everyone. Should you have any questions, or if we can be of any assistance in completing the enclosed items, please do not hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky". The signature is fluid and cursive, with the first name "Jason" being more prominent.

Jason L. Comisky
FOR THE FIRM

JLC:sk

Enclosures

cc: Dennis Butler (via email)
Joshua Widman (via email)
Karen James (via email)

ITEMS TO INCLUDE ON AGENDA FOR NOVEMBER 9, 2021

WOODBURY COUNTY, IOWA

Woodbury County, Iowa.

- Public hearing on the proposal to enter into an Amended and Substituted Lease Agreement with the Woodbury County Law Enforcement Center Authority.
- Resolution approving and authorizing an Amended and Substituted Lease Agreement between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

November 9, 2021

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

Absent: _____

* * * * *

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of an Amended and Substituted Lease Agreement by and between Woodbury County, Iowa and the Woodbury County Law Enforcement Center Authority, and that notice of the proposed action by the Board to enter into said Amended and Substituted Lease Agreement had been published.

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

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

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

Board Member _____ introduced the following resolution entitled "RESOLUTION APPROVING AND AUTHORIZING AN AMENDED AND SUBSTITUTED LEASE AGREEMENT BY AND BETWEEN WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY AND WOODBURY COUNTY, IOWA", and moved that the resolution be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Resolution was duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING AN
AMENDED AND SUBSTITUTED LEASE AGREEMENT BY
AND BETWEEN WOODBURY COUNTY LAW
ENFORCEMENT CENTER AUTHORITY AND WOODBURY
COUNTY, IOWA

WHEREAS, there has heretofore been established a Lease Agreement by and between the Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa, dated September 1, 2020 (the "Lease Agreement"), as amended, as authorized by Iowa Code Section 346.27; and

WHEREAS, pursuant to Section 18.1 of said Lease Agreement, the parties agreed to enter into an Amended and Substituted Lease Agreement to be dated on or about the closing of the issuance of the Additional Bonds (as defined therein); and

WHEREAS, the Authority expects to issue the Additional Bonds on or about November 17, 2021; and

WHEREAS, the parties now desire to enter into such an Amended and Substituted Lease Agreement effective as of November 17, 2021, in the form now before the Board of Supervisors and in compliance with Section 18.1; and

WHEREAS, pursuant to published notice, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Amended and Substituted Lease Agreement and has considered the extent of objections received from residents or property owners as to said Amended and Substituted Lease Agreement; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

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

Section 1. That the Amended and Substituted Lease Agreement in the form attached hereto, is hereby approved in all respects and shall be substituted in lieu of the Lease Agreement dated September 1, 2020.

Section 2. That all aspects of the Amended and Substituted Lease Agreement are hereby ratified, confirmed and approved and remain in full force and effect.

PASSED AND APPROVED this 9th day of November, 2021.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2021.

County Auditor, Woodbury County, Iowa

AMENDED AND SUBSTITUTED

LEASE AGREEMENT

BY AND BETWEEN

WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY
("Authority")

AND

WOODBURY COUNTY, STATE OF IOWA
("County")

November 17, 2021

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LEASE AGREEMENT

This Amended and Substituted Lease Agreement (“**Lease**”) is made by and between WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27, and any successor legal authority thereto (“**Authority**”) and WOODBURY COUNTY, STATE OF IOWA, a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa (“**County**”).

WITNESSETH

WHEREAS, the Authority is authorized and empowered by the provisions of Iowa Code Section 346.27 (the “**Act**”) to borrow money and to issue and sell revenue bonds in a sufficient amount to provide funds for the purpose of acquiring, constructing, demolishing, improving, enlarging, equipping, furnishing, repairing, maintaining, and operating buildings, and to acquire and prepare sites, convenient therefor, and to pay all incidental costs and expenses, including, but not limited to, architectural, engineering, legal, and financing expense, and to refund and refinance revenue bonds as often as deemed advantageous by its governing body (the “**Board of Commissioners**”); and

WHEREAS, it has been determined that the County is in need of a new law enforcement center building (the “**Building**”) which will be owned by the Authority and located on the Authority’s property locally known as Parcel No. 8947 14 400 008 in Sioux City, Iowa and legally described in Exhibit A attached hereto and made a part hereof (the “**Property**”) (together the Building and Property shall hereinafter be referred to as the “**Facility**”) such Facility to be used jointly with the City of Sioux City, Iowa (the “**City**”); and

WHEREAS, Authority will undertake the acquisition and preparation of the Property and the construction, equipping, and furnishing, of the Building for the joint use and benefit of the County and the City; and

WHEREAS, the selection of architects, architectural plans, and project budget for the Facility will be the responsibility of the Authority but shall be approved by the County; and

WHEREAS, pursuant to and in accordance with the provisions of the Act, the Authority expects to issue its revenue bonds (the “**Bonds**”) to provide funds to pay for construction, equipping, and furnishing of the Building, and for the acquisition and preparation of the Property, and to pay all incidental costs and related expenses, including, but not limited to, architectural, engineering, legal, and financing expense of the Facility; and

WHEREAS, the Authority proposes to lease a portion of the Facility to the County for a rental sufficient to pay the principal, premium, if any, and interest on the Bonds and to pay all incidental costs and related expenses; and

WHEREAS, the Authority desires to lease a portion of the Facility to the County, and the County desires to lease the same from the Authority, upon the terms and conditions and for the

purposes set forth herein.

NOW, THEREFORE, the Authority hereby leases a portion of the Facility to the County, and the County hereby takes and leases the same portion of the Facility upon the terms, conditions and provisions contained in this Lease, and subject to the covenants, easements and restrictions of record from the Authority, on the following terms and conditions:

Article I Definitions

Section 1.1. Definitions. The following words and phrases shall have the following meanings:

“Act” means Iowa Code Section 346.27 and any successor legal authority thereto.

“ADA” means the Americans with Disabilities Act, as amended.

“Additional Bonds” means any additional law enforcement center facilities revenue bonds of the Authority for construction, equipping, and furnishing of the Building, and for the acquisition and preparation of the Property, and to pay all incidental costs and related expenses, including, but not limited to, architectural, engineering, legal, and financing expense of the Facility that are in addition to the Law Enforcement Center Facilities Revenue Bonds.

“Additional Rent” means the additional rent for the Facility as described in Section 7.2 hereof.

“Additional Revenues” means all revenues received by the County from the use of the Facility other than those revenues directly related to inmates of Woodbury County, Iowa (e.g., contracts with U.S. Marshals Service, U.S. Immigration and Customs Enforcement, other counties, etc.).

“Authority” means the Woodbury County Law Enforcement Center Authority.

“Base Rent” means the rent for the Facility as described in Section 7.1 hereof.

“Board of Commissioners” means the governing body of the Authority as required by the Act.

“Bonds” means the Law Enforcement Center Facilities Revenue Bonds and any Additional Bonds.

“Building” means the approximately 213,000 square foot law enforcement center facility (as generally depicted on the drawing labeled as Exhibit B attached hereto and made a part hereof.

“City” means the City of Sioux City, Iowa.

“City Lease” means the lease agreement by and between the Authority and the City and all amendments, exhibits and supplements thereto for the portion of the Facility to be jointly used by the City as shown on the attached Exhibit E.

“Code” means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.

“Commencement Date” means the date set forth in Section 6.1 hereof.

“Completion of Construction” means the completion of construction of the Facility in accordance with the Plans and Specifications to such extent that, upon its completion, it will permit the use and operation by the County as a law enforcement center facility.

“County” means Woodbury County, State of Iowa.

“Delivery Date” means the date that is as soon as practical after the Completion of Construction of the Facility in accordance with the Plans and Specifications, and in any event not more than thirty (30) days thereafter, Authority shall deliver and turn-over possession of the Facility to the County subject to the City Lease for those portions of the Facility that will be jointly used by the City.

“Facility” means the law enforcement facility which consists of the Building and the Property.

“Hazardous Substances” means those substances described in Section 17.5 hereof.

“Insurance Expense” means all insurance expenses as described in Section 13.2 hereof.

“Law Enforcement Center Facilities Revenue Bonds” means the original law enforcement center facilities revenue bonds of the Authority for design and construction of the Facility but does not include the Additional Bonds.

“Lease” means this Lease Agreement by and between the Authority and the County dated as of the date first above written and all amendments, exhibits and supplements thereto.

“Liability Insurance” means liability insurance as described in Section 13.2 hereof.

“Maintenance Expense” means all maintenance expenses as described in Section 12.1 hereof.

“Maintenance Payments” means the payments from the County to the Authority in an amount equal to twenty percent (20%) of the Additional Revenues as described in Sections 7.3 and 12.1 hereof.

“Municipal Advisor” means the municipal advisor designated from time to time by the Authority.

“Non-Qualified Use” means prisoners held pursuant to County contracts with U.S. Marshals Service, U.S. Immigration and Customs Enforcement, and any other non-governmental use not subject to a use exception in Section 141 of the Code.

“Plans and Specifications” means the plans and specifications for the construction of the Facility which have been approved by the Authority and the County as amended by the Authority from time to time prior to the Delivery Date which plans and specifications shall be on file with the Authority and shall be available for reasonable inspection.

“Project Cost” means the sum of the items authorized to be paid from Bond proceeds for the construction, equipping, and furnishing of the Building, and for the acquisition and preparation of the Property, and to pay all incidental costs and related expenses, including, but not limited to, architectural, engineering, legal, and financing expense of the Facility. Such Project Costs shall not exceed \$50,300,000.

“Property” means the real property locally known as Parcel No. 8947 14 400 008 in Sioux City, Iowa and legally described in Exhibit A attached hereto and made a part hereof which real property will be acquired by the Authority from the City subsequent to the issue of the Law Enforcement Center Facilities Revenue Bonds.

“Qualified Use” means governmental use as described in Section 141 of the Code.

“Rent” means the Base Rent, Additional Rent, and Maintenance Payments.

“Term” means the term of this Lease as set forth in Section 6.1 hereof.

“Unavoidable Delays” means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties that results in injunctive relief, or the acts of any federal, State or local governmental unit.

Article II Representations and Warranties

Section 2.1. Representations and Warranties of Authority. Authority represents and warrants that:

A. Authority is a body corporate, organized and existing under and by virtue of Iowa Code Section 346.27, and any successor legal authority thereto, is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder and has been duly authorized to execute and deliver this Lease, and agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

B. Authority is authorized to issue the Bonds and will take all necessary action to issue the Bonds to provide funds to pay the costs of the Facility, and to lease a portion of the Facility to the County pursuant to the terms of this Lease.

C. Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Lease conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Authority is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Authority prohibited by the terms of any instrument or agreement to which Authority is a party or by which it is bound.

Section 2.2. Representations and Warranties of the County. The County represents and warrants that:

A. The County is a political subdivision, organized and existing under and by virtue of the laws and Constitution of the State of Iowa, is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder and has been duly authorized to execute and deliver this Lease, and agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence.

B. Neither the execution and delivery of this Lease, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Lease conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the County prohibited by the terms of any instrument or agreement to which the County is a party or by which it is bound.

C. During the Lease Term, the County will take no action which would cause the Bonds to become “private activity bonds” as defined in Section 141(a) of the Code, including any use in excess of fifty percent (50%) of the Facility to or by any person other than a governmental unit. To show compliance with this covenant, the County shall deliver a semiannual report to the Authority documenting: (i) the average monthly occupancy of the Facility distinguishing Qualified Use from Non-Qualified Use; and (ii) the other revenues received by the County with respect to such Non-Qualified Use. This report shall be due beginning on November 1, 2021, and continuing semiannually thereafter on the first day of May and November in each year during the Lease Term.

Article III Construction of the Facility

Section 3.1. Agreement to Construct the Facility. The Authority agrees that it has or will construct or cause to be constructed the Facility and will use its best efforts to construct or cause to be constructed the Facility in accordance with the Plans and Specifications and consistent with

the schematic design selected by the Authority and approved by the County. Final Plans and Specifications are subject to approval of the Authority and the County. The Authority further covenants and agrees to secure the County's approval of any material changes or alterations in the Plans and Specifications.

Authority hereby agrees that, in order to effectuate the purposes of this Lease it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do or cause to be done all things which may be requisite or proper, all for constructing the Facility.

Subject to Unavoidable Delays, Authority agrees to use its best efforts to construct the Facility with all reasonable dispatch and to use its best efforts to cause the construction of the Facility to be completed as soon as may be practicable.

The Authority and the County understand and agree that the obligation of the Authority hereunder is to construct and equip the Facility in accordance with the Plans and Specifications.

Section 3.2. Conditions Precedent to Construction of the Facility. It is recognized and agreed that the ability of the Authority to perform the obligations described in this Lease with respect to construction of the Facility, is subject to completion and satisfaction of certain separate actions and required legal proceedings relating to the issuance of the Bonds. Specifically, all obligations of the Authority to issue the Bonds whose proceeds shall be used to design and construct the Facility are subject to each of the following conditions precedent:

A. The completion and satisfaction of certain separate actions and all required legal proceedings relating to the issuance of the Bonds (in the judgment of bond counsel for the Authority);

B. The Authority shall have completed the sale of all or a portion of the Bonds on such terms and conditions as it shall deem necessary or desirable in its sole discretion;

C. The City shall have approved all applicable zoning, subdivision, or platting of the Property necessary for development and construction of the Facility;

D. The County is in material compliance with all of the terms of this Lease;

E. The Authority shall have completed all applicable public bidding requirements for the Facility and shall have awarded a contract for the Facility acceptable to the Authority in its sole discretion;

F. The acquisition of the Property by the Authority.

Article IV
Issuance of the Bonds

Section 4.1. Agreement to Issue Bonds. Authority intends to issue the Bonds to provide funds to pay the Project Cost. Subject to Section 3.2 hereof, the Authority and the County covenant and agree to take such actions as may be necessary to issue the Bonds to provide funds to accomplish the completion of the Facility.

A. The Authority issued the Law Enforcement Center Facilities Revenue Bonds, on or about October 28, 2020.

B. The Authority expects to issue the Additional Bonds on or about November 17, 2021.

Article V
Facility

Section 5.1. Description of Facility. The parties agree that the Facility includes the Building and the Property which shall be constructed pursuant to the Plans and Specifications.

Section 5.2. Use of the Facility. Subject to the conditions set forth herein, the County shall have access to and the exclusive use of those portions of the Facility as shown on Exhibit E attached hereto and made a part hereof. Subject to the conditions set forth herein, the County shall have non-exclusive access to and use of those portions of the Facility as shown on Exhibit E attached hereto and made a part hereof.

Section 5.3. Alteration of the Facility. The Authority reserves the right, in its sole discretion, to change, increase, or reduce common areas of the Facility, without affecting the Base Rent and the other amounts due and payable by the County hereunder, so long as such adjustments do not substantially impair the County's right of access to the Facility or interfere with the County's right of quiet enjoyment granted hereunder. Such adjustments may include the number, composition, dimensions, or locations of any parking areas, service areas, walkways, roadways, corridors, or other common areas in existing or future additional structures. Authority further reserves the right to maintain and transmit utilities, cabling, and other data transmission devices for use in other areas of the Property through the Facility and to make such physical modifications to the Facilities as are reasonably necessary from time to time to accommodate such utilities and systems.

Upon expiration or termination of this Lease, the County shall quit and deliver up the entire Facility to the Authority in good and clean condition, reasonable wear and tear excepted.

Article VI Commencement; Term; Delivery

Section 6.1. Term. Subject to Section 18.1, this Lease is for a term of twenty (20) years, commencing at 12:01 AM on November 17, 2021 (the “**Commencement Date**”) and ending at 11:59 PM on November 16, 2041. This Lease shall continue for the full Lease term, unless terminated as provided for herein.

Section 6.2. Delivery Date. The Delivery Date shall be the date that is as soon as practical after the Completion of Construction of the Facility, and in any event not more than thirty (30) days thereafter, the Authority shall deliver and turn-over possession of the Facility to the County subject to the City Lease for those portions of the Facility that will be jointly used by the City.

Section 6.3. Option to Extend. County shall have an option to extend the Lease Term for two (2) consecutive periods of ten (10) years each (each, an “Option Term”). If County intends to exercise an option to renew, it must give written notice of its intention to Authority at least ninety (90) days prior to expiration of the Lease Term or first Option Term, as applicable. County shall not be entitled to exercise the option to renew if an event of Default by County has occurred and is continuing at the time the County attempts to exercise the option to renew and County has failed to cure the default within the applicable period. Each Option Term shall be upon all of the same terms and conditions contained in this Lease unless otherwise modified by the parties.

Article VII Rent

Section 7.1. Base Rent. The County agrees to pay Base Rent to the Authority as follows:

A. The Base Rent shall be paid by the County to the Authority in semiannual payments beginning on November 1, 2021, and continuing semiannually thereafter on the first day of May and November in each year in the amounts and on the schedule as shown on Exhibit C attached hereto. The parties agree that Exhibit C shall be updated by the Authority’s Municipal Advisor within 30 days after issuance of the Law Enforcement Center Facilities Revenue Bonds. The parties further agree that the schedule provided in Exhibit C shall be updated by the Authority’s Municipal Advisor as part of the Amended and Substituted Lease Agreement required under Section 18.1 hereof to reflect a Base Rent sufficient to cover the debt service on the Bonds (including the Additional Bonds). Said amount is payable in advance on the first day of each month shown on Exhibit C.

Section 7.2. Additional Rent. The County agrees to pay additional rent (“**Additional Rent**”) for Services and Utilities under Section 9.1, Insurance Expenses under Section 13.2, Enforcement Costs under Section 15.2, and other services as specified herein in the initial amount of \$200,000 per semiannual payment, said amount shall be paid to Authority in addition to the Base Rent in semiannual payments beginning on November 1, 2021, and continuing semiannually thereafter on the first day of May and November in each year.

Section 7.3. Maintenance Payments. The County agrees to pay Maintenance Payments in an amount equal to twenty percent (20%) of the Additional Revenues to be used for Maintenance Expenses under Section 12.1. Said Maintenance Payments shall be paid to the Authority in addition to the Base Rent and Additional Rent in semiannual payments beginning on November 1, 2021, and continuing semiannually thereafter on the first day of May and November in each year. The County agrees to apply the remaining eighty percent (80%) of the Additional Revenues to the reduction of property tax liability in Woodbury County, Iowa.

Section 7.4. Payment of Rent. Rent and all other charges or costs due and payable by County hereunder shall be paid when due, in currency of the United States of America, without demand, on the day shown in Exhibit C during the Lease Term, without offset, reduction, or abatement for any cause, except as is otherwise expressly provided herein. Notwithstanding anything herein to the contrary, the County may offset, reduce, or abate the Maintenance Payments due pursuant to Section 7.3 hereof but only in the event of an uncured default related to maintenance of the Facility and only for so long as the default remains uncured. If the County intends to offset, reduce, or abate the Maintenance Payments, it must provide written notice to the Authority pursuant to Section 16.1 at least sixty (60) days prior to the date on which the next Rent payment is due. In no event will such offset, reduction, or abatement apply to the Base Rent or the Additional Rent. Rent and any and all other charges due under the terms of this Lease not paid within five (5) days from the date when such charges are due and which failure continues for five (5) days following the County's receipt of written notice thereof, shall bear interest at the lesser of an annual rate of twelve percent (12%) or the highest annual rate allowed by law, on and from said due date until paid; provided, however, that Authority shall not be required to provide the County with more than three (3) such written notices within a three hundred sixty-five (365) day period.

Payment of all such Rent and all such other charges is a separate covenant under this Lease. In the event of a dispute between the Authority and the County over any issue relating to this Lease, said dispute shall be settled in a separate action, and the County shall pay all such Rent, until such action is finally concluded.

Section 7.5. Delivery of Rent. All such Rent shall be payable to Authority without notice or demand thereof either by electronic funds transfer or by physical delivery to the following address:

Woodbury County Law Enforcement Center Authority
c/o Board of Commissioners
620 Douglas Street
Sioux City, Iowa 51101

Authority may from time to time designate in writing other persons to whom or places at which Rent is to be paid.

Article VIII

Condition of the Facility

Section 8.1. Authority's Obligations. Authority shall not bear any costs or expenses relating to the Facility or this Lease or be obligated to provide any services or do any act in connection with the Facility or this Lease, except as otherwise expressly provided herein.

Section 8.2. Facility Condition. Subject to Section 3.1 hereof, the County will accept the Facility in the "AS-IS" condition in which the Facility is delivered as of the Delivery Date.

Section 8.3. Alterations and Changes. After the Commencement Date, the County may place partitions and fixtures and make improvements and other non-structural alterations in the interior of the Facility at its own expense, provided, however, that prior to commencing any such work, the County shall first obtain the written consent of Authority for the proposed work. Authority may require that said work be done by third-party contractors under Authority's direction, but at the expense of the County, and Authority may, as a condition to consenting to such work, require that the County give security to ensure that the alterations to the Facility will be completed free and clear of liens and in a manner and with workmanship satisfactory to Authority. Authority's consent may be further conditioned on the requirement that alterations to the Facility that are, in Authority's determination, specialized to the use of the County only will be removed and the Facility restored to its former condition at the termination of this Lease at the County's sole cost and expense. Notwithstanding the foregoing, all improvements or alterations installed or made by the County under this section shall become the property of Authority, except that certain improvements or alterations that the parties agree prior to their installation shall be removable shall, at the termination of this Lease, provided the County is not in Default, be removable by the County, pursuant to specifications and under work conditions acceptable to the Authority.

Article IX Services and Utilities

Section 9.1. Services and Utilities. Authority shall be required to furnish such heating, ventilating, air-conditioning, water and electricity only in quantities necessary for normal usage. Payment of such Services and Utilities shall be included as an item of Additional Rent. The County shall not intentionally place a load on the utility services in the Facility in excess of that which they were designed to carry. The County further agrees to comply with all rules, regulations and requirements of the utility companies and all laws of the State of Iowa and ordinances, regulations and requirements of the municipality in which the Facility is located relating to utility use. Authority shall not be liable for any failure and/or interruptions of said utilities due to any cause beyond the Authority's reasonable control.

The County shall pay for all telephone services, computer and similar services, and for the costs of installing and removing all equipment involved, directly to the company furnishing such services and equipment, including any repair of damage to the Facility as a result of installation or removal of the services and equipment. Space for the installation of said services and equipment shall be designated and approved by Authority within the Facility.

Article X Use of Facility

Section 10.1. Use of the Facility. The Facility is leased to the County for use as a law enforcement center only. Should the County desire to expand or change the use to something other than a law enforcement center; the County must have written permission of Authority to do so. Said permission may be withheld at Authority's sole and absolute discretion. The County agrees that it will use the Facility in compliance with all laws, ordinances, and regulations applicable to the Facility. The County shall not use the Facility in any manner which would interfere with other tenants' quiet enjoyment of their portion of the Facility. Furthermore, the Facility shall not be used in any manner to (i) create any nuisance or trespass; (ii) obstruct any corridor or other common area to which the County has access; (iii) vitiate any insurance; or (iv) alter the classification or increase the rate of insurance for the Facility. In addition, the County shall comply with the following:

A. The County shall keep the Facility in a neat and clean condition. In addition, the County shall keep the exterior sidewalks, parking area and lawn, free from trash and debris.

B. The delivery or shipping of supplies and fixtures to and from the Facility shall be subject to such reasonable written rules and regulations as in the judgment of Authority are necessary for proper operation of the Facility.

C. The County shall store all trash and garbage within the designated areas. Removal of garbage and trash shall be made only in the manner and areas prescribed by Authority. If the County fails to maintain the Facility in a clean condition, the Authority at its option may have the Facility cleaned at the County's expense.

D. The County shall keep the Building at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

E. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the County.

F. The County shall comply with all ordinances of the municipality in which the Facility is located, rules and regulations of the Board of Health, and laws of the United States of America and the State of Iowa relative to the use of the Facility, including sidewalks, alleys and streets adjoining the same, and relative to the handling, storage, use, disposal and release of any substances or materials regulated by any local, state or federal environmental laws. The County agrees to protect, defend, indemnify and hold Authority, and its Board of Commissioners, officers, and agents, harmless against any tax, charge, penalty, fine, liability, or expense (including reasonable attorneys' fees) imposed or levied against the Facility or any such indemnitee on account of the County's failure to comply therewith. To the extent not prohibited by law, the County further covenants and agrees that, during the entire Term of this Lease and any extensions thereof, to protect, defend, indemnify and keep the Authority, and its Board of Commissioners, officers, and agents, harmless from and against any and

all loss, damage, liability and expense (including reasonable attorneys' fees) that may be incurred by reason of injury to any person or damage to any property growing out of or in any way connected with any noncompliance by the County or its officers, employees, inmates, invitees, visitors, or agents, with any such ordinances, rules, regulations or laws.

G. The County shall comply with those rules and regulations which Authority has established for the Facility attached hereto as **Exhibit D**, which rules and regulations Authority may reasonably modify during the Lease Term.

H. The County shall not permit any unlawful practice to be carried on or in the Facility; make any use of or allow the Facility to be used for any purpose that might invalidate the insurance thereof; create any nuisance or injure the reputation of the Facility; deface or injure the Building; overload the floors, commit or suffer waste, permit the use of radios, loudspeakers other devices that can be heard outside the Facility or disturb the quiet enjoyment of the other Facility tenants.

Article XI Americans with Disabilities Act

Section 11.1. ADA Compliant. The Authority represents and warrants to the County to the knowledge of Authority that the Facility, upon the Delivery Date, will comply with, and does not violate, any covenants or restrictions of record, or any applicable building or zoning code, regulation or ordinance in effect including the ADA and any and all applicable environmental regulations and ordinances.

The County shall be responsible at its expense for compliance with the applicable requirements of the ADA in the construction of all alterations to the Facility undertaken by the County, in addition to any modifications to the Facility required by the ADA due to the nature or manner of the County's operations or any modifications to the Facilities required by the ADA on account of the personal condition or status of any of the County's officers, employees, inmates, invitees, visitors, or agents.

To the extent not prohibited by law, the County agrees to protect, defend, indemnify, and hold Authority, and its Board of Commissioners, officers, and agents harmless from the cost of compliance with the requirements of the ADA that are the County's responsibility as stated above, and from any damages, liabilities, charges, fees, penalties, and expenses (including, but not limited to, reasonable attorneys' fees and court or administrative costs), which arise from noncompliance or claims of noncompliance with the requirements of the ADA that are the County's responsibility as stated above.

Article XII Maintenance; Repairs; and Replacements; Operation

Section 12.1. Maintenance, Repairs and Replacements

A. The Authority shall maintain the Facility in good order, condition and repair; expand; and make repairs and replacements to the Facility necessary for the structural soundness

of the Building (the “Maintenance Expenses”). In order to maintain the Facility, the Authority shall establish a maintenance fund from which such Maintenance Expenses shall be paid. The Authority shall be set-aside the Maintenance Payments under Section 7.3 hereof into a separate account to be used for Maintenance Expenses at the sole and absolute discretion of the Authority. The Authority shall not be required to incur Maintenance Expenses in excess of what is available in such separate account.

B. Authority shall endeavor to make repairs and conduct maintenance in such a manner so as to avoid, to the extent reasonable and practicable, significant disturbance or inconvenience to the County or any of its officers, employees, inmates, invitees, visitors, or agents, but Authority shall not be liable or responsible to the County for inconvenience caused by making of such repairs. Maintenance, repairs or replacements to the Facility caused or occasioned by the misuse or negligence of the County, its officers, employees, inmates, invitees, visitors, or agents, or maintenance contractors shall be at the County’s sole expense.

C. In the event that the Facility should become in need of repairs required to be made by Authority hereunder, the County shall give written notice within a reasonable time (or immediate telephone notice in the case of an emergency) thereof to Authority and Authority shall commence any such repairs within a reasonable time after the County’s delivery of such notice and Authority shall diligently pursue the completion of such repairs as expeditiously as reasonably possible, as the circumstances may warrant. Failure of the County to provide the requisite notice shall release Authority from all responsibility for said repairs.

D. Except as otherwise provided in this Lease, Authority shall not be liable for, and there shall be no abatement of Rent with respect to any injury to or interference with the County’s operations arising from any repairs, maintenance, alteration or improvement in or to any portion of the Facility, or in or to the fixtures, appurtenances or equipment therein, unless the need for such repairs or maintenance was caused by Authority’s negligence or willful misconduct.

E. The County agrees that it will make all repairs to the Facility not required to be made by Authority, as set forth above, and, subject to the provisions of this Lease, to do all redecorating, remodeling, alteration, and painting required by it during the Term of the Lease, at the County’s sole cost and expense. The County will also pay for any repairs to the Facility made necessary by the acts or omissions of the County, its officers, employees, inmates, invitees, visitors, or agents and will at all times maintain the Facility in a safe, clean, neat, and sanitary condition. The County shall not burn refuse in or about the Facility and shall not store refuse or garbage in or about the Facility.

Section 12.2. Floor Loads; Operation of the County’s Activities; Electrical and HVAC Loads.

A. The County shall not place an unreasonable load upon the floor of the Facility without Authority’s prior written consent. Business machines, mechanical equipment, and materials belonging to the County which cause vibration, noise, cold, heat, or fumes that may be transmitted to the Building structure to such a degree as to be objectionable to Authority or to any other tenant in the Building shall be placed, maintained, isolated, stored, and/or vented by the

County at its sole expense so as to absorb and prevent such vibration, noise, cold, heat or fumes. The County shall not keep within or about the Facility any dangerous, inflammable, toxic or explosive material, except as specifically permitted hereunder.

B. The County will not install or operate in the Facility any electrically operated equipment or other machinery, including the use of any personal electric heating device, other than equipment necessary to operate the Facility as a law enforcement center, including, but not limited to, personal computers, printers, copy machines, facsimile machines, electric typewriters, adding machines, and such other small electrically operated office equipment as is used in similar modern facilities, without first obtaining the prior written consent of Authority, who may condition such consent upon the payment by the County of Additional Rent in compensation for such excess consumption of water and/or electricity or wiring as may be occasioned by the operation of said equipment or machinery; nor shall the County install any other equipment whatsoever which will, or may, necessitate any changes, replacements, or additions to or require the use of the water system, plumbing system, heating system, air conditioning system, or the electrical system of the Facility, without the prior written consent of Authority.

Article XIII Damage, Fire or Other Casualty; Insurance; Loss

Section 13.1. Damage, Fire or Other Casualty. In the event of partial destruction or damage of the Facility, which damage can be reasonably repaired by Authority within one hundred eighty (180) days after its occurrence, this Lease shall not terminate, and Base Rent and Additional Rent shall not abate during the period of reconstruction. In the event of such partial destruction or damage, Authority shall repair same within one hundred eighty (180) days of its occurrence, unless prevented from so doing by Unavoidable Delays or other causes beyond Authority's reasonable control. The County shall be responsible to pay for all repair or replacement costs incurred by Authority in connection with damage caused by the County or its officers, employees, inmates, invitees, visitors, or agents to the extent not covered by the County's or Authority's insurance on the Facility.

In the event of the occurrence of damage which renders the Facility untenable and such damage in the Authority's reasonable estimation cannot be repaired within one hundred eighty (180) days, this Lease may be terminated at the option of the Authority or the County after such determination is communicated by Authority. Authority shall notify the County of Authority's determination not to restore the Facility within sixty (60) days of such damage. The County shall thereafter have fifteen (15) calendar days from receipt of such notice from Authority to decide and notify Authority of the County's decision to terminate the Lease.

In addition to the option to cancel this Lease by Authority and the County as set forth above, in the event the Facility is damaged or destroyed to the extent of more than one-third of its replacement cost, or in the event of any destruction not covered by insurance, or in the event of any destruction occurring during the last two years of the term of this Lease, Authority may elect to terminate this Lease. Notice of any such election by Authority shall be given to the County within sixty (60) days after such damage to the Facility.

The County shall surrender possession within sixty (60) days after a notice of termination given by either Authority or the County pursuant to the provisions of this section and each party shall thereafter be released from all future obligations under this Lease. The County shall pay rent pro rata to the date of such damage or destruction of the Facility resulting in such termination of Lease. In the event of such a termination of the Lease, Authority may at its option elect to rebuild or not rebuild, as it shall determine in its sole discretion.

Section 13.2. Insurance.

A. Casualty Insurance. Authority shall insure the Facility. The County shall pay to the Authority all Insurance Expenses with respect to the Facility during the Term of this Lease as part of the Additional Rent. "Insurance Expenses" shall include but is not limited to the cost to Authority for any insurance coverages including comprehensive general liability insurance, casualty insurance against fire, extended coverage, vandalism and malicious mischief, collapse and such other perils as are normally found in "all-risk" forms in at least a sufficient amount to prevent Authority from becoming a co-insurer, boiler and machinery coverage and such other coverages as are reasonable or prudent for Authority to carry on the Facility. The Insurance Expense shall include the cost of premiums, fees and deductibles, if applicable. No insurance hereinabove mentioned shall cover any of the County's personal property.

The County shall be responsible for obtaining, at the County's option, cost and expense, insurance for property of The County (including the County's improvements and personal property). During any period of reconstruction, the County shall obtain a builders risk policy of insurance containing such terms as are acceptable to Authority.

B. Liability Insurance. The County covenants to obtain and keep in full force and effect during the Lease Term, and to pay the premiums and costs of, Liability Insurance as hereinafter defined. "**Liability Insurance**" shall mean comprehensive general liability insurance covering public liability with respect to its occupancy, use and operation of the Facility, with limits of not less than \$2,000,000 combined single limit of liability (with no deductible or retention provision contained therein, unless otherwise approved in writing by Authority) naming Authority, its Board of Commissioners, officers and agents, and such other persons as Authority reasonably specifies as additional insured.

C. Property Insurance. An "all risk" property insurance policy or a fire insurance policy covering all trade fixtures, equipment, personal property, and leasehold improvements, if any, installed by the County, from time to time in, on or upon the Facility in the amount of the full replacement value thereof, which coverages shall include protection against any peril included within the classification "fire and extended coverage," together with insurance against sprinkler leakage, if the premises are sprinklered, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease or terminate under the provisions of this Lease.

D. General Provisions Respecting Insurance. Except as otherwise approved in writing by Authority, all insurance required of the County hereunder shall: (i) be on forms issued by insurers authorized to do business in the State of Iowa and rated A or better by Best Rating Guide,

as approved by Authority, which approval shall not be unreasonably withheld; (ii) name Authority and the County, as insured parties, as their respective interests may appear; (iii) shall provide coverage on an occurrence basis; and (iv) shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be canceled or altered, except upon thirty (30) days prior written notice to Authority. Certificates of insurance and copies of the original policies obtained by the County shall be delivered to Authority and certificates of renewal of such policies shall be delivered by the County to Authority at least thirty (30) days prior to the expiration date of the then-effective policies. The County may provide any such insurance through blanket policies, as long as the Facility is specifically scheduled as an insured property on such policies. The County agrees to comply with all rules and regulations of the Board of Fire Underwriters and the applicable rules and regulations of the City, the County, and State where the Facility is located. If the County fails to provide any of the herein required coverage, Authority shall be entitled to place such coverage, whereupon the County shall promptly pay for all costs associated therewith on demand.

E. Cooperation in the Event of Loss. Authority and the County shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

F. No Waiver of Immunities. Notwithstanding anything herein, neither party is waiving any applicable immunities granted under the law to governmental entities.

Section 13.3. Injury, Loss, Agreement to Hold Harmless. Authority shall not be responsible or liable for any loss, theft, or damage to property, or interruption of business, or injury to, or death of the County's officers, employees, inmates, invitees, visitors, or agents, or any person on or about the Facility, and to the extent not prohibited by law the County agrees to indemnify, defend, and hold Authority harmless from and against all claims arising from the conduct or management of or from any work or thing whatsoever done in and about the Facility or arising from any breach or default by the County in the performance of any covenant under this Lease, or the violation of any rule or regulation, or arising from any act or negligence of the County or any of its agents, contractors, servants, employees, invitees, inmates, visitors, or licensees and from and against all costs, expenses, and liabilities incurred in connection with any such claim, and in case of any action or proceeding against Authority by reason of any such claim. The County shall, upon notice from Authority, at the County's cost and expense, defend or cause to be defended such action or proceeding with counsel acceptable to Authority.

To the extent not prohibited by law, each party agrees to protect, defend, indemnify and hold harmless the other party, its governing body, officers, employees and agents, against any claim, liability, loss or expense arising directly or indirectly from any breach or default by such party in the performance of any covenant or other obligation under this Lease.

Article XIV Miscellaneous Covenants

Section 14.1. Eminent Domain. In the event all or any portion of the Facility is taken under eminent domain proceedings or conveyed under threat of such proceedings, this Lease will

terminate as to the portion taken, and Authority may terminate this Lease in its entirety, if Authority elects to do so, in the event more than 50% of the Facility is taken under eminent domain proceedings or conveyed under threat thereof. Notice of any such election by Authority to terminate this Lease shall be given to the County within sixty (60) days after more than 50% of the Facility is taken through condemnation or conveyed as a result of the threat thereof. Authority reserves all rights to damages to the Facility for any such taking or private purchase in lieu thereof, and the County hereby assigns to Authority any right the County may have to such damages, award, or compensation, and the County shall make no claim against Authority or the condemning authority for damages for termination of the leasehold interest or interference with the County's operations; provided that the County shall have the right to claim and recover from the condemning authority compensation for any taking of the County's personal property (including the County's leasehold interest), if such damages can be claimed, awarded, and recovered separately in the eminent domain proceedings and not out of or as a part of the damages recoverable by Authority, and will not reduce the damages recoverable by Authority.

Section 14.2. Signs. The County agrees that it will not place any signs in, on, or about the Facility without the prior written consent of Authority, and upon notice from Authority, will immediately remove any signs placed without such consent of Authority. If consent is granted, such signs will be installed and maintained at the County's expense, and the County will remove such signs at the termination of this Lease and repair any damage caused by such removal.

Section 14.3. Entry of Authority. Subject to reasonable security policies and procedures for the protection of the jail, county attorney's office and judicial staff offices, the Authority reserves the right to enter upon the Facility at reasonable times for the inspection and repair of the same.

Section 14.4. Rules and Regulations. The County shall at all times comply with the Rules and Regulations set forth on **Exhibit D** attached hereto, and with any additions thereto and modifications thereof adopted from time to time by Authority, and such rules and regulations shall be deemed to be a covenant of this Lease to be performed and observed by the County.

Section 14.5. Parking. Parking shall be on a first-come, first-served basis. The County hereby agrees to comply with all traffic and parking regulations imposed by Authority from time to time. The County agrees not to overburden the parking facilities.

Authority retains the right to restructure the parking areas, including the management of the parking areas and the use of the physical structures and hard-surface areas.

Section 14.6. Green Building Reporting. Authority may pursue having the Building certified as a "Green Building" through the Leadership in Energy & Environmental Design (LEED) rating system. The certification process employs a system of metrics and methodologies to promote an environmentally responsible, economically profitable, healthy, and safe work environment for building owners, their tenants and their employees. As part of the certification and recertification processes, the County agrees to use its best efforts to provide from time to time, as reasonably requested by Authority, reporting to include, for example, the number and type of vehicles used by the County's employees (including, specifically, alternative fuel or hybrid

vehicles); the numbers of employees using carpooling and van pooling programs; the numbers of employees using “work from home” programs; other information relating to automobile use; and other relevant data. If the foregoing information is not readily available from the County’s records, the County agrees to cooperate with Authority in obtaining as much of this information as is possible by way of a survey program prepared by Authority. Authority acknowledges and agrees that the County shall not be expected to comply with requests for information that would violate any applicable privacy laws or policies.

Article XV

Default; Remedies; Surrender and Holding Over

Section 15.1. Default by the County. Each of the following shall constitute a “Default” under this Lease:

A. Failure to Pay Rent or Other Amounts. If the County fails to pay Base Rent, Additional Rent, or any other amounts payable by the County under the terms of this Lease within seven (7) days after the County’s receipt of written notice that such payment was not made when due.

B. Transfer of Interest Without Consent. If the County’s interest under this Lease or in the Facility shall be assigned, transferred, pass to, or devolve upon any other person without Authority’s prior written consent.

C. Execution and Attachment Against the County. If the County’s interest under this Lease or in the Facility shall be taken upon execution or by other process of law directed against the County, or shall be subject to any attachment at the instance of any creditor or claimant against the County and said attachment shall not be discharged within fifteen (15) days thereof.

D. Bankruptcy and Related Proceedings. If the County shall be adjudicated insolvent or shall suffer the filing of a petition in bankruptcy under the bankruptcy laws of the United States or under any similar law of any state, and such proceedings shall not be dismissed or vacated within sixty (60) days after institution; or if the County shall voluntarily seek protection under the bankruptcy laws of the United States or under any similar law of any state; or if the County shall seek arrangement for assignment for the benefit of creditors under the laws of any state.

E. Violation of Lease Terms. If the County fails to comply with any other material term, covenant, or condition of this Lease applicable to the County, and the County does not cure such breach or failure within thirty (30) days after notice thereof by Authority to the County.

Section 15.2. Remedies. Upon the occurrence of a Default by the County, Authority shall have the right, at Authority’s election, then or at any time thereafter, to exercise any one or more of the following remedies:

A. Cure by Authority. Authority may, at Authority’s option, but without obligation to do so, and without releasing the County from any obligations under this Lease, make any payment or take any action as Authority may deem necessary or desirable to cure such Default by the County

in such manner and to such extent as Authority may deem necessary or desirable. Authority may do so without demand on or written notice to the County. The County covenants to pay to Authority, within ten (10) days after demand, all advances, costs, and expenses of Authority incurred in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest as hereinafter provided, from the day of payment of any such advances, costs, and expenses by Authority. Authority may also commence, appear in, defend, or otherwise participate in any proceeding with respect to the Facility which Authority, in its discretion, may deem necessary or desirable to protect its interest in the Facility and under this Lease.

B. Termination of Lease and Damages. Authority may terminate this Lease effective at such time as may be specified in written notice to the County and demand (and, if such demand is refused, recover) possession of the Facility from the County. The County shall remain liable to Authority for damages representing the loss of the bargain, and not as a penalty, in an amount which, at the time of such termination of this Lease, represents the excess, if any, of the aggregate of the Base Rent, Additional Rent, and all other sums payable by the County hereunder that would have accrued for the balance of the Lease Term, discounted to present worth at the rate of eight percent (8%) per annum, over the then-present fair rental value of the Facility for such period, similarly discounted, plus any due and unpaid amounts then owing under this Lease and any amounts expended in Authority's recovery of possession and reletting of the Facility.

C. Recovery of Enforcement Costs. If on account of any default by the County in the County's obligations under the terms of this Lease, it becomes necessary or appropriate for Authority to utilize attorneys or other persons to enforce any of Authority's rights or remedies hereunder, the County shall pay upon demand as Additional Rent hereunder all reasonable fees of such attorneys and other persons and all other costs of any kind so incurred. Notwithstanding the foregoing, however, the prevailing party in any litigation or arbitration concerning any dispute arising under this Lease shall recover from the losing party the reasonable attorney's fees and expenses incurred by the prevailing party.

D. Administrative Late Charge. Other remedies for nonpayment of rent notwithstanding, if the semiannual rental payment is not received by Authority on or before the fifth day of the month for which the rent is due, or if any other payment due Authority by the County is not received by Authority on or before the tenth day of the month next following the month in which the County was invoiced for same, an Administrative Late Charge of five percent (5%) of such past due amount shall become due and payable, in addition to such amounts owed under this Lease to help defray the additional cost to Authority for processing such late payments.

E. Interest on Past-Due Payments and Advances. If the County fails to pay any amount due hereunder as and when due, then the County shall pay to Authority, on demand, interest on such amounts at the rate one percent per month, compounded monthly, from the due date.

F. Bankruptcy or Insolvency Proceedings Remedies. Nothing contained in this Lease shall limit or prejudice the right of Authority to obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization, or dissolution proceeding, the maximum amount

allowable by any statute or rule of law governing such proceeding at the time when such damages are to be provided, whether or not such amount be greater, equal to, or less than the amounts later recovered, either as damages or rent, under this Lease.

G. Remedies Cumulative. Exercise of any of the remedies of Authority under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Authority at law or in equity.

H. The County's Remedies. Upon default by Authority, the County may exercise any remedies available at law or in equity, but shall not be entitled to offset its obligations, and shall not be entitled to terminate this Lease, unless the default is determined by a court of law with jurisdiction over the parties and the Facility to constitute a constructive eviction of the County. The County shall provide written notice to Authority of any default alleged by the County, whereupon Authority shall have thirty (30) days thereafter in which to cure such default (or to initiate a cure and thereafter diligently pursue the cure to conclusion, if such default is of a nature which cannot be cured within such thirty (30) day period), prior to the County exercising any such remedies.

Section 15.3. Surrender and Holding Over.

A. Surrender upon Lease Expiration. Upon the expiration or earlier termination of this Lease, the County covenants to surrender possession of the Facility to Authority broom clean and in good condition, ordinary wear and tear excepted.

B. Holding Over. If the County shall hold over after the expiration of the Lease Term without written agreement of Authority, the County shall be deemed to be a tenant from month to month, at a monthly rental, payable in advance, equal to 150% of the rent payable for the immediately preceding month prorated from the semiannual rent payments shown on Exhibit C, and the County shall be bound by all of the other terms, covenants, and agreements of this Lease. Notwithstanding the foregoing, Authority may exercise any and all remedies at law or in equity to recover possession of the Facility, as well as any actual damages incurred by Authority, due to the County's failure to vacate the Facility and deliver possession to Authority as herein provided.

Article XVI

Notices

Section 16.1. Notices. Any notices or demands to be given hereunder shall be given as follows:

If to the Authority:

Woodbury County Law Enforcement Center Authority
Attn: Board of Commissioners
620 Douglas Street
Sioux City, Iowa 51101

With a copy to legal counsel at:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309

If to the County:

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

With a copy to legal counsel at:

Woodbury County, State of Iowa
Attn: County Attorney
620 Douglas Street
Sioux City, Iowa 51101

The Authority and the County shall have the right to designate in writing a different valid street address to which any notices or demands shall be given hereunder. Notices or demands hereunder shall be served in hand or by certified mail, return receipt requested. All notices or demands shall be in writing, signed by the party giving the same and shall be deemed properly given and received when actually given and received or three (3) business days after mailing, if sent by registered or certified U.S. mail, postage prepaid, addressed to the party to receive the notice as provided above.

Article XVII Miscellaneous Provisions

Section 17.1. Assignment. The County agrees that it will not assign this Lease or sublet in whole or in part any portion of the Facility, without the prior written consent of Authority which may be withheld or granted at Authority's sole and absolute discretion. Notwithstanding the foregoing sentence, the parties acknowledge that a portion of the Facility may be used by the state of Iowa judicial branch/courts. Any approved assignee or sub lessee must agree in writing to abide by all of the terms of this Lease. Consent to an assignment by Authority or any future assignments that Authority may consent to, with or without the County's consent, shall not relieve the County herein from any of its obligations under this Lease. All excess sub rent received by the County under this Lease as a result of any assignment or sublease shall be paid by the County to Authority when received by the County under this Lease. Any assignment by operation of law shall be

subject to the same conditions and restrictions as an assignment by the County. Any assignment or sublease not made in conformity with the foregoing shall be voidable at the option of Authority.

Section 17.2. Security Rules; Security Key Fobs. Certain portions of the Building may be equipped with a card access security system. Authority will provide key fobs and card readers for access at the door to the Facility at the County's request. Such key fobs will be provided as indicated in the Plans and Specifications.

Section 17.3. Waiver and Severability. The consent of the Authority in any instance to any variation of the terms of this Lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver as to any breach of any covenant or condition herein contained, nor shall any waiver be claimed as to any provision of this Lease, unless the same be in writing, signed by Authority or Authority's authorized agent. This Lease contains the entire agreement between the parties with respect to the leased Facility, superseding all other instruments or agreements, written or oral.

If any term or provision of this Lease or any application thereof shall be determined to be invalid or unenforceable by a court of law with jurisdiction over the parties and the Facility, then the remaining terms and provisions of this Lease and any other application of such term or provision shall not be affected thereby.

Section 17.4. Liens and Encumbrances by County. The County shall at all times keep the Facility free from any liens arising out of any work performed or allegedly performed, materials furnished or allegedly furnished, or obligations incurred by or for the County. At any time the County either desires or is required to make any improvements, Authority may require the County, at the County's sole cost and expense, to obtain and provide to Authority a lien and completion bond in a form and by a surety acceptable to Authority and in an amount no less than the estimated cost of such improvements to insure Authority against liability from mechanics' and materialmen's liens and to insure completion of the work, and may require such additional items or assurances as Authority, in its sole discretion, may deem reasonable or desirable. To the extent not prohibited by law, the County agrees to indemnify and hold Authority harmless from and against any and all claims for mechanics', materialmen's, or other liens in connection with any improvements, repairs, or any work performed, materials furnished, or obligations incurred by or for the County. Authority reserves the right to enter the Facility for the purpose of posting and maintaining such notices of non-responsibility as may be permitted by law or desired by Authority.

Section 17.5. Hazardous Substances. The County is prohibited from using or permitting the existence of hazardous substances at the Facility. The County represents and warrants to the Authority that hazardous substances will not be used in its operations. In the event of the use of hazardous substances at the Facility by the County, the Authority shall have the right to require The County to discontinue its operation and clean up the contamination while the Authority, at the same time, enforces the remaining terms of the Lease. As used in this Lease, the term "Hazardous Substances" shall mean any element, compound, mixture, solution, particle or substance which is dangerous or harmful or potentially dangerous or harmful to the health or welfare of life or environment, including but not limited to, asbestos, asbestos containing materials, explosives, petroleum and petroleum products, radioactive materials, hazardous chemicals (excluding chemicals

commonly used for cleaning purposes), toxic substances or related materials, including, without limitation: (1) any substances defined as or included within the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “toxic substances,” “hazardous pollutants” or “toxic pollutants,” or other similar terms, as those terms are used in the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulations promulgated thereunder, and any other law or regulation promulgated by any federal, municipal, state, the County or other governmental or quasi-governmental authority and/or agency or department thereof; (2) any “PCBs” or “PCB items” (as defined in 40 C.F.R. § 761.3); or (3) any “asbestos” (as defined in 40 C.F.R. § 763.63).

It shall not be a violation of this Lease for the County to keep and use such Hazardous Substances as are commonly used in the County’s operations provided (1) the County gives prior written notice to Authority of the identity of such Hazardous Substances and (2) the County shall promptly, timely and completely comply with all applicable laws (a) regarding such use, storage and disposal, and (b) for reporting and record-keeping and submit to Authority true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Substances, then the reasonable costs thereof shall be reimbursed by the County to Authority upon demand as additional charges, if such requirement applies to the Facility. In addition, the County shall execute affidavits, representations, and the like from time to time at Authority’s request concerning the County’s best knowledge and belief regarding the presence of hazardous substances or materials on the Facility. To the extent not prohibited by law, the County shall indemnify, defend and hold harmless Authority and its Board of Commissioners, officers, employees, and agents from claims or liability relating to Hazardous Substances kept or released on the Facility by the County or persons acting under or through the County.

Section 17.6. Liability of Authority. The County waives and releases any claims the County may have against Authority or Authority's Board of Commissioners, officers, agents, or employees for loss, damage, or injury to person or property sustained by the County or the County's officers, employees, inmates, invitees, visitors, or agents or anyone claiming by, through, or under the County resulting from any cause whatsoever, other than negligence or willful misconduct of Authority or its officers, agents, contractors, representatives, visitors, or invitees. Notwithstanding anything to the contrary contained in this Lease, Authority shall not be personally liable with respect to any of the terms, covenants, and conditions of this Lease, and the County shall look solely to the equity of Authority in the Facility in the event of any default or liability of Authority under this Lease, such exculpation of liability to be absolute and without any exception whatsoever. In the event of a default by Authority under this Lease, the sole remedy of the County shall be to bring a personal action against Authority, and in no event shall the County be entitled to terminate this Lease or to set off any claims the County may have against Authority against the rental and other sums due hereunder.

Section 17.7. Authority Approvals. Whenever the County is required to obtain Authority’s consent hereunder, the County agrees to reimburse Authority all out-of-pocket reasonable

expenses incurred by Authority, including reasonable attorney's fees in order to review documentation or otherwise determine whether to give its consent. The County shall pay Authority's invoice for any such amounts within thirty (30) days following Authority's delivery of its invoice therefor. Any provision of this Lease which requires the County to obtain Authority's consent to any proposed action by the County shall not be the basis for an award of damages or give rise to a right of setoff on the County's behalf, but may be the basis for a declaratory judgment or injunction with respect to the matter in question.

Section 17.8. Waiver of Setoff. The covenant of the County to pay any and all rents and other charges or other money obligations provided for in this Lease shall be deemed a separate and independent covenant and obligation of the County, and the County acknowledges and agrees that the County shall have no right of deduction or set-off whatsoever from said covenant and obligation.

Section 17.9. Authority's Reserved Rights. Without notice to the County, without liability to the County for damage or injury to property, person, or business, and without effecting an eviction of the County or a disturbance of the County's use or possession or giving rise to any claim for set off or abatement of rent, Authority shall have the right to:

A. At reasonable times, make, at its own expense, repairs, alterations, and improvements, structural or otherwise, in or to the Facility, or part thereof, and any adjacent land, street, or alley, and during such operations to take into and through the Facility or any part of the Facility all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.

B. Take any and all reasonable measures, including inspections or the making of repairs, alterations, and improvements to the Facility, which Authority deems necessary or desirable for the safety, protection, operation, or preservation of the Facility.

C. Approve all sources furnishing signs, painting, and/or lettering to the Facility, and approve all signs on the Facility prior to installation thereof.

D. To change the name or street address of the Facility.

E. To install, affix and maintain any and all common area alterations, additions, or improvements, whether structural or otherwise.

F. To retain at all times, and to use in appropriate instances, keys and other access devices to all doors within and into the Facility.

G. The County understands and agrees that the Facility is smoke-free. The County understands and agrees that there is no smoking at the Facility. The County shall instruct all employees, agents and invitees to smoke inside their personal vehicles.

H. Designate parking areas for the County employees and agents.

I. Establish rules and regulations for the safety, use, entry, care, order, operation, maintenance, appearance, and cleanliness of the Facility and to make amendments thereto. The County covenants and agrees to keep and observe the rules and regulations, reasonably adopted or amended from time to time and delivered by Authority to the County, each of which rules and regulations shall become a part of this Lease; provided, that such rules and regulations shall apply uniformly to all tenants of the Facility. No such rule or regulation, however, shall contradict or abrogate any right or privilege herein expressly granted to the County.

Section 17.10. Mediation. The parties agree that prior to initiating legal action arising out of or in connection with this Lease, they shall meet in good faith and attempt to mediate and resolve their dispute(s). At the request of either party, the mediation shall be conducted by a mediator appointed through the District Court Mediation Program, Des Moines, Iowa. This mediation requirement does not apply to disputes regarding the non-payment of rent.

Section 17.11. Waiver of Jury Trial. Authority and the County waive any right to trial by jury in any and all actions, proceedings, cross claims and counter claims, whether at law or in equity, between Authority and the County in any manner arising out of or in any way connected with this Lease or the relationships created between the parties by this Lease.

Section 17.12. No Implied Waiver. No failure by Authority to insist upon the strict performance of any term, covenant, or agreement contained in this Lease, no failure by Authority to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any Default by the County shall constitute a waiver of any such term, covenant, or agreement, or a waiver of any such right or remedy, or a waiver of any such Default by the County.

Section 17.13. Survival of Provisions. Notwithstanding any termination of this Lease, the provisions hereof which require observance or performance by Authority or the County subsequent to termination shall survive.

Section 17.14. Covenants Independent. This Lease shall be construed as if the covenants herein between Authority and the County are independent, and not dependent, and the County shall not be entitled to any offset against Authority, if Authority fails to perform its obligations under this Lease, except to the extent set forth herein.

Section 17.15. No Accord and Satisfaction. Authority may collect and receive any Rent due from the County, and the payment thereof shall not constitute a waiver of or affect any notice or demand given, suit instituted or judgment obtained by Authority, or be held to waive, affect, change, modify or alter the rights or remedies that Authority has against the County in equity, at law, or by virtue of this Lease. No receipt or acceptance by Authority from the County of less than the semiannual Rent herein stipulated shall be deemed to be other than a partial payment on account for any due and unpaid stipulated rent; no endorsement or statement on any check or any letter or other writing accompanying any check or payment of Rent to Authority shall be deemed an accord and satisfaction, and Authority may accept and negotiate such check or payment without prejudice to Authority's rights to (a) recover the remaining balance of such unpaid Rent, or (b) pursue any other remedy provided in this Lease.

Section 17.16. Binding Effect. This Lease shall extend to and be binding upon the heirs, executors, legal representatives, successors, and assigns of the respective parties hereto. The terms, covenants, agreements, and conditions in this Lease shall be construed as covenants running with the land.

Section 17.17. Easements. Authority reserves the right, from time to time, to grant easements and rights, make dedications, agree to restrictions and record maps affecting the Property as Authority may deem necessary or desirable, so long as such easements, rights, dedications, restrictions, and maps do not unreasonably interfere with the use of the Facility by the County; and this Lease shall be subordinate to such instruments, so long as the holders of such rights agree, provided the County is not in default, do not disturb the County in its occupancy of the Facility and enjoyment of its rights under this Lease.

Section 17.18. Short Form (Memorandum) of Lease. This Lease shall not be recorded, but the parties agree at the request of either of them to execute a short form lease for recording, containing the names of the parties, a description of the Facility, and the Lease Term.

Section 17.19. Time of the Essence. Time is of the essence under this Lease, and all provisions herein relating thereto shall be strictly construed.

Section 17.20. Captions for Convenience. Article, Section or other headings contained in this Lease are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Lease. Feminine or neuter pronouns may be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places in which the context may require such substitution.

Section 17.21. Governing Law and Contractual Limitations Period. This Lease shall be interpreted and enforced according to the laws of the State of Iowa. If any provision of this Lease shall be held to be void, invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby and all other provisions shall remain in full force and effect. The venue for any legal action brought to interpret or enforce the terms of this Lease shall be the exclusively set in the Iowa District Court in and for Woodbury County, Iowa, and the parties irrevocably hereby submit to the jurisdiction of said Court. Any legal proceedings initiated by reason of an alleged default of this Lease by either party must be commenced within one (1) year from the date that such alleged default occurred.

Section 17.22. Entire Agreement. This Lease and any exhibits and addenda referred to herein constitute the final and complete expression of the parties' agreements with respect to the Facility and the County's occupancy thereof. Each party agrees that it has not relied upon or regarded as binding any prior agreements, negotiations, representations, or understandings, whether oral or written, except as expressly set forth herein.

Section 17.23. No Oral Amendment or Modifications. No amendment or modification of this Lease, and no approvals, consents, or waivers by Authority under this Lease shall be valid or binding, unless in writing and executed by the party to be bound.

Section 17.24. Relationship of Authority and the County. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship, other than the relationship of Authority and the County.

Section 17.25. Authority of Parties. Each individual executing this Lease on behalf of Authority and the County represents and warrants that he or she is duly authorized by their respective governing body to deliver this Lease on behalf of the party, and that this Lease is binding in accordance with its terms.

Section 17.26. Successors. Except as otherwise herein provided, all of the covenants, agreements, terms, conditions, provisions, and undertakings in this Lease shall inure to the benefit of, and shall extend to and be binding upon, the parties hereto and their respective heirs, executors, legal representatives, and permitted successors and assigns.

Section 17.27. Electronically Stored Documents. The parties agree that this Lease and any amendments hereto may be stored and later reproduced by electronic process (including, but not limited to, digital or photo static process), in which case Authority's and the County's signatures as they appear on such reproduction shall be deemed to be original. The parties agree that any such reproduction of this Lease or copy made by electronic process shall have the same legal effect and admissibility as the original document.

Article XVIII

Amended and Substituted Lease Agreement

Section 18.1. Amended and Substituted Lease Agreement. The parties hereby agree to enter into an Amended and Substituted Lease Agreement to be dated on or about the closing of the issuance of the Additional Bonds. The Amended and Substituted Lease Agreement shall be in substantially the same form as this Lease; provided, however, that: (i) the applicable percentage of private business use currently set forth in Section 2.2(C) shall be updated; (ii) the term of the Amended and Substituted Lease Agreement as currently set forth in Section 6.1 shall be updated to provide for a twenty (20) year term starting with said date of issuance; (iii) the schedule of the Base Rent referred to in Section 7.1 and set forth in Exhibit C shall be updated by the Authority's Municipal Advisor such that the Base Rent shall be sufficient to cover the debt service on the Bonds; and (iv) any other revisions agreed to by both parties.

IN WITNESS WHEREOF, Authority and the County have caused this Lease to be executed and attested by their duly authorized officers, all as of the date first above written.

[Remainder of page intentionally left blank; execution pages follow]

AUTHORITY:

WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY

Chairperson

ATTEST:

Secretary

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ron Wieck and Dan Moore, to me personally known, who being by me duly sworn, did say that they are the Chairperson and Secretary, respectively, of the Woodbury County Law Enforcement Center Authority executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the Woodbury County Law Enforcement Center Authority by authority of its Board of Commissioners; and that the said Chairperson and Secretary, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said authority, by it and by them voluntarily executed.

Notary Public

[Signature Page to the Lease - Authority]

COUNTY:

WOODBURY COUNTY, STATE OF IOWA

Chairperson

ATTEST:

Auditor

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rocky De Witt and Patrick Gill, to me personally known, who being by me duly sworn, did say that they are the Chairperson and County Auditor, respectively, of Woodbury County, State of Iowa executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of Woodbury County, State of Iowa by authority of its Board of Supervisors; and that the said Chairperson and Auditor, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

Notary Public

[Signature Page to the Lease - County]

EXHIBIT A
Legal Description of Property

The Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) in Section Fourteen (14), Township Eighty-nine (89) North, Range Forty-seven (47) West of the Fifth Principal Meridian, Woodbury County, Iowa, consisting of 38.27 acres, more or less, except road right-of-way (Parcel No. 894714400008) described as follows:

A new right-of-way dedication to that part of 28th Street lying in part of the Southeast Quarter of Section 14, Township 89 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, more particularly described as follows:

Commencing at the Southeast corner of said Section 14; thence N 02°27'17" E along the East line of said Section 14 for 46.97 feet measured (47.00 feet recorded) to the North line of existing 28th Street being the point of beginning; thence continuing N 02°27'17" E along said East line of Section 14 for 20.00 feet; thence N 87°19'47" W for 913.64 feet; thence S 02°40'09" W for 20.00 feet to the North line of said existing 28th Street; thence S 87°19'47" E along the said North line of existing 28th Street for 913.72 feet measured (913.74 feet recorded) to the point of beginning. Containing a total area of 18273.57 square feet or 0.42 acres.

Woodbury County Parcel No. 8947 14 400 008

EXHIBIT B Drawing of Facility

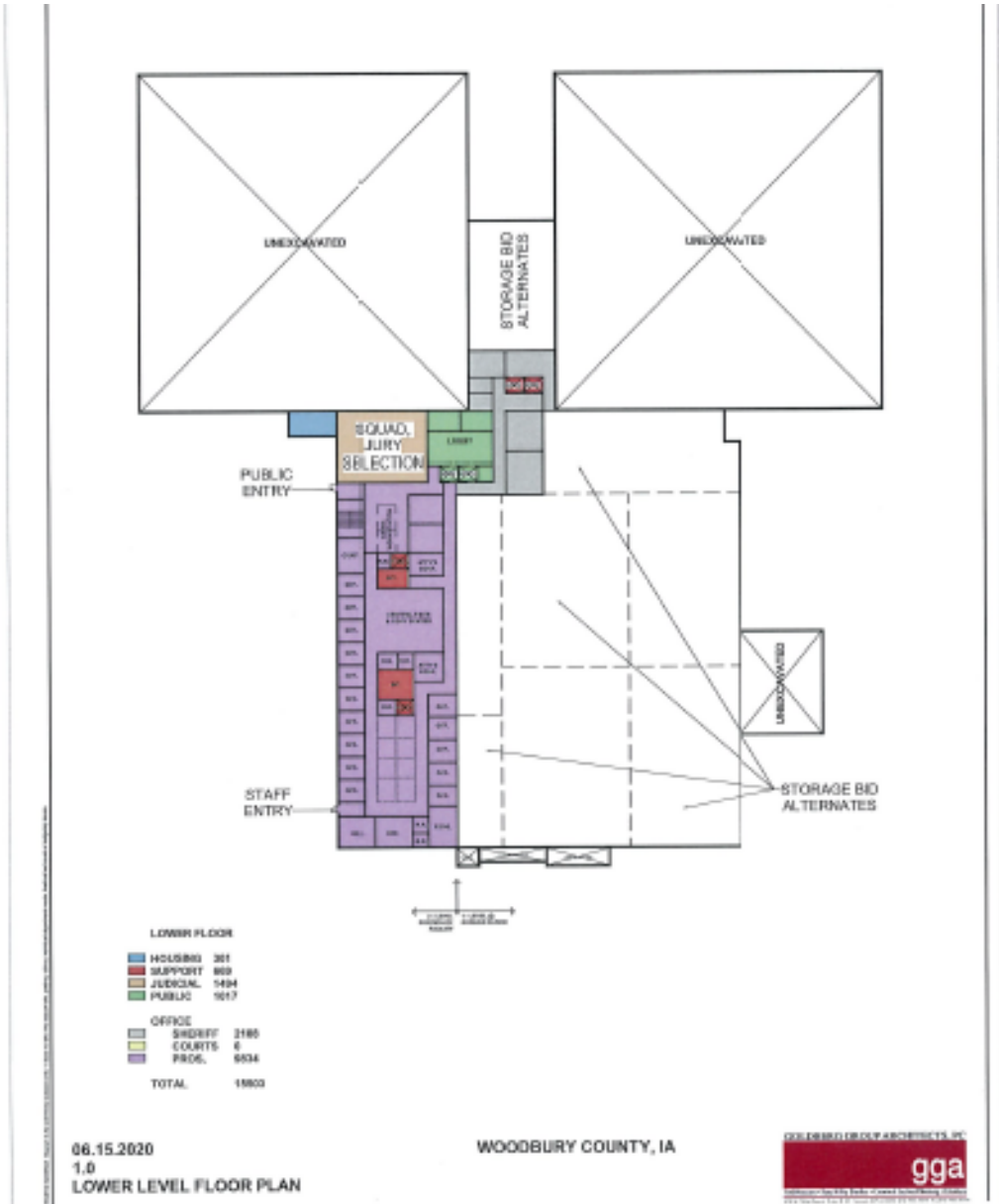
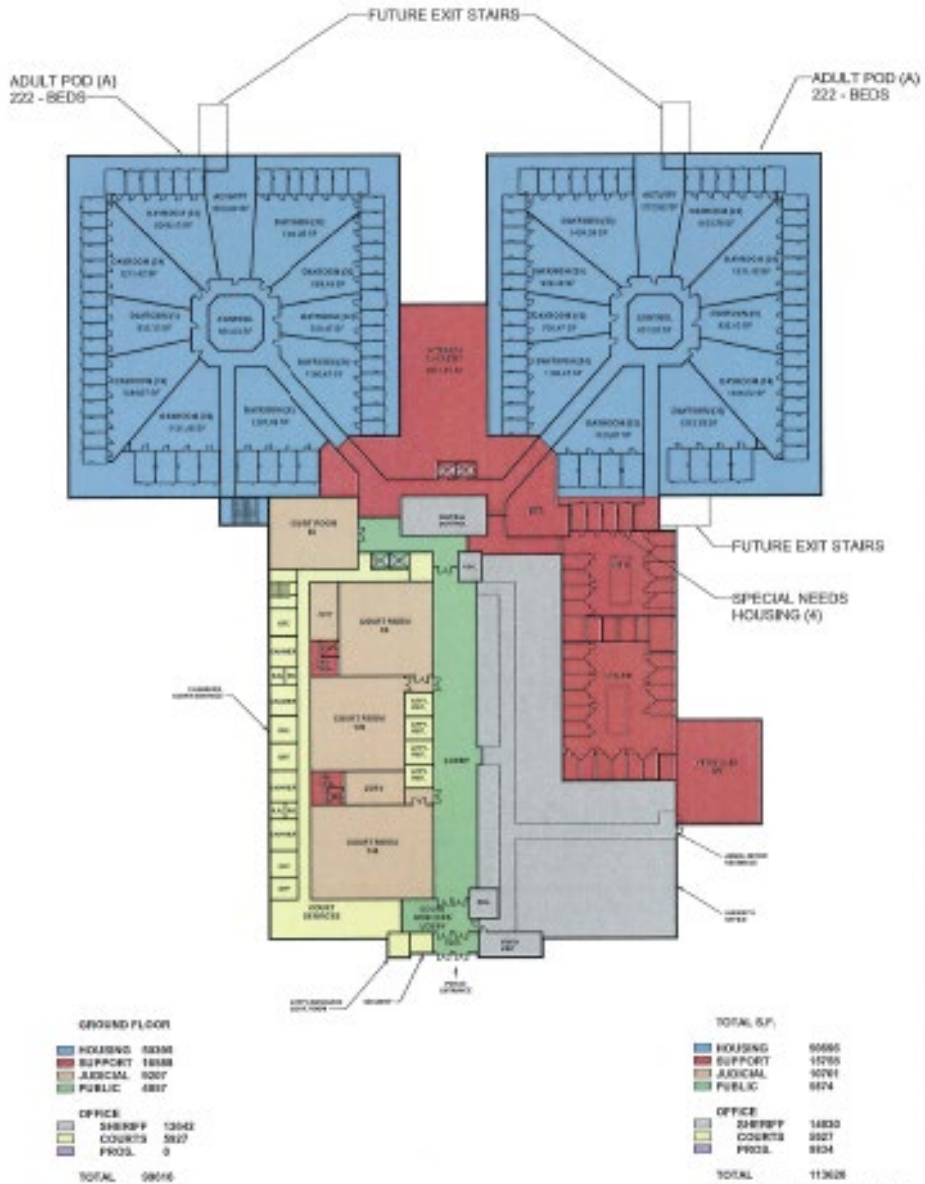


EXHIBIT B (continued) Drawing of Facility



08.15.2020
1.1
GROUND LEVEL FLOOR PLAN

WOODBURY COUNTY, IA



EXHIBIT B (continued)
Drawing of Facility

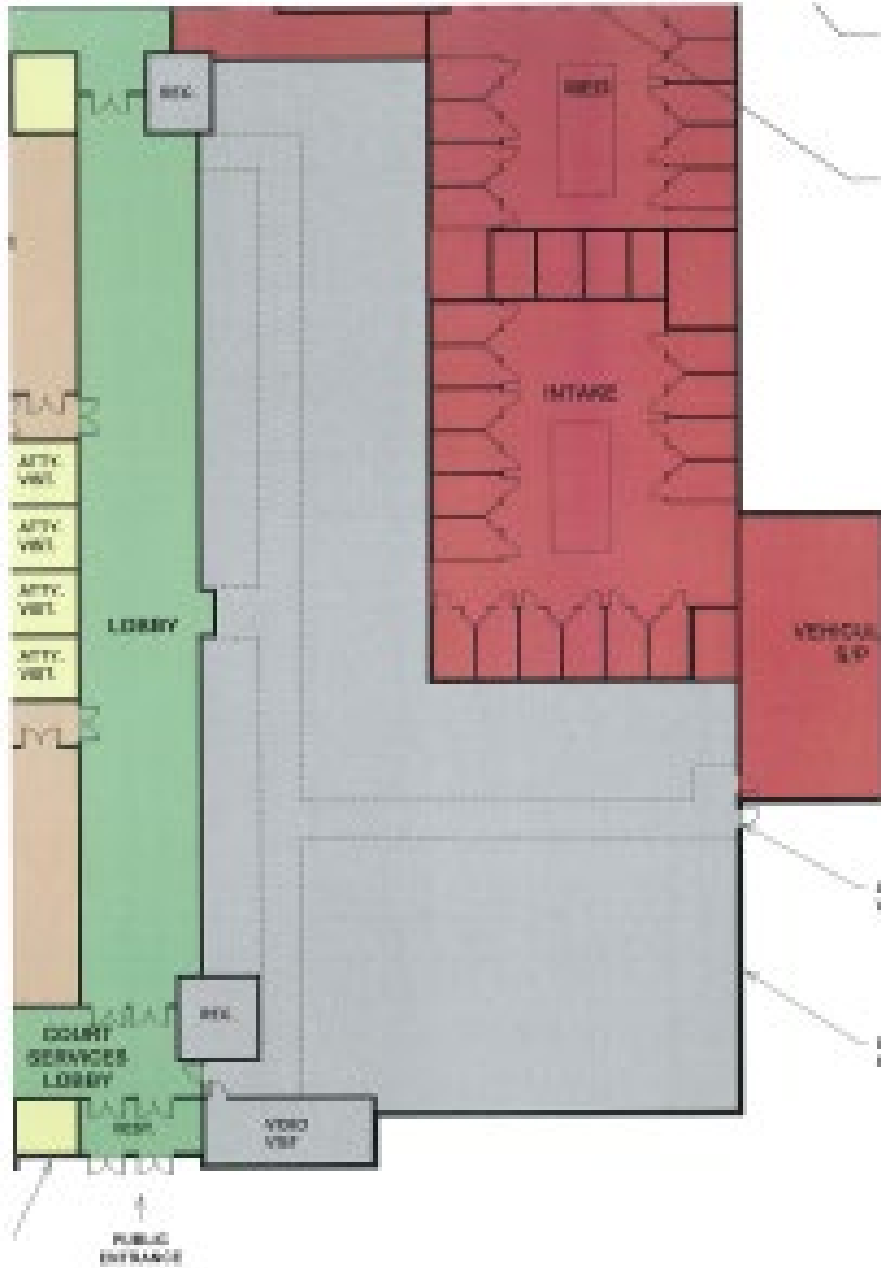


EXHIBIT C
Schedule of Base Rent Payments

11/1/2021	\$ 638,558.63
5/1/2022	1,092,469.60
11/1/2022	1,328,482.49
5/1/2023	2,289,593.60
11/1/2023	777,444.13
5/1/2024	2,837,444.13
11/1/2024	752,676.45
5/1/2025	2,867,676.45
11/1/2025	726,430.35
5/1/2026	2,891,430.35
11/1/2026	697,506.20
5/1/2027	2,917,506.20
11/1/2027	666,755.00
5/1/2028	2,951,755.00
11/1/2028	633,497.63
5/1/2029	2,983,497.63
11/1/2029	598,499.13
5/1/2030	3,018,499.13
11/1/2030	561,375.00
5/1/2031	3,056,375.00
11/1/2031	522,356.63
5/1/2032	3,097,356.63
11/1/2032	481,420.38
5/1/2033	3,131,420.38
11/1/2033	438,492.25
5/1/2034	3,178,492.25
11/1/2034	393,315.50
5/1/2035	3,223,315.50
11/1/2035	345,886.75
5/1/2036	3,270,886.75
11/1/2036	294,166.25
5/1/2037	3,324,166.25
11/1/2037	240,550.50
5/1/2038	3,380,550.50
11/1/2038	184,962.25
5/1/2039	3,429,962.25
11/1/2039	127,478.75
5/1/2040	3,482,478.75
11/1/2040	68,000.00
5/1/2041	3,468,000.00

EXHIBIT D

Rules and Regulations

The following Rules and Regulations shall be and are hereby made a part of this Lease, and the County's employees and agents, or any other persons permitted by the County to occupy or enter the Facility, will at all times abide by said Rules and Regulations, unless otherwise specified or provided for in the Lease. Substantial violation of these rules, any amendments thereof, or additions thereto shall be sufficient cause for termination of this Lease at the option of Authority.

1. The sidewalks, entries, passages, corridors, stairways, and elevators of the Facility shall not be obstructed by the County or the County's officers, employees, inmates, invitees, visitors, or agents or used for any purpose other than ingress and egress to and from the Facility.

2. The County shall not do or permit to be done or kept in the Facility anything which shall in any way obstruct or interfere with the rights of the other the County or Authority or in any way injure them. The County, their officers, employees, inmates, invitees, visitors, or agents shall maintain order on the Facility, shall not make or permit any improper noise on the Facility, or interfere in any way with the other tenant or those having business with them.

3. Furniture, equipment, or supplies will be moved in or out of the Building only as designated by Authority, and then only during such hours and in such manner as may be reasonably prescribed by Authority. The County shall cause its movers to use only the loading facilities, common entrances, and elevators designated by Authority. In the event the County's movers damage the elevators or any part of the Building, The County shall pay to Authority the amount required to repair said damage.

4. No safe or article, the weight of which may in the opinion of Authority constitute a hazard or damage the Building or the Building's equipment, shall be moved into the Building without Authority's approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

5. Except as otherwise provided for in this Lease, no sign or notice shall be inscribed, painted, or affixed on any part of the inside or outside of the Building, unless the color, size, style, and location are approved by Authority.

6. The County shall not employ any person or persons, other than the janitor or cleaning contractor of Authority, for the purpose of cleaning or taking care of the Facility, without the prior written consent of Authority. Except as otherwise provided in this Lease, Authority shall not be responsible to the County for any loss of property from the Facility, however occurring. The janitor of the Building may at all times keep a passkey, and other agents of Authority shall at all times be allowed admittance to the Facility, in accordance with the provisions set forth in this Lease.

7. Water closets and other water fixtures shall not be used for any purpose, other than that for which the same are intended. No sweepings, rubbish, or other obstructing substances shall

be thrown therein, and any damage resulting to the same from misuse on the part of the County or the County's officers, employees, inmates, invitees, visitors, or agents shall be paid for by the County. No person shall waste water by tying back or wedging the faucets or in any other manner.

8. No animals, except law-enforcement and seeing-eye dogs or other animals necessary to the functioning of disabled persons, shall be allowed at the Facility.

9. No weapons, firearms, or explosive devices shall be permitted at the Facility (including in vehicles), except for official government law enforcement officers or properly trained civilian officers employed by the County.

10. Bicycles or other vehicles, other than wheelchairs, shall not be permitted in the offices, halls, corridors, and elevators in the Building, nor shall any obstruction of sidewalks or entrances of the Building by any such vehicles be permitted.

11. The County shall not allow anything to be placed on the outside of the Building, nor shall anything be thrown by the County or the County's officers, employees, inmates, invitees, visitors, or agents out of the windows or doors, down the corridors, elevator shafts, or ventilating ducts, or shafts of the Building. The County, except in case of fire or other emergency, shall not open any outside window.

12. The windows shall not be covered or obstructed by the County. If the County desires blinds or window coverings of any kind over the windows, they must be of such shape, color, and material as may be prescribed by Authority and shall be erected with Authority's consent and at the expense of said the County. No awnings shall be placed on said Building.

13. The County shall not install or operate any electrical heating device, steam engine, boiler, or machinery, upon the Facility, or carry on any mechanical business thereon, or use or allow to be used upon the Facility oil, burning fluids, camphene, gasoline, or kerosene for heating, warming, or lighting. No article deemed extra hazardous and no explosives shall be brought into said Facility. No hazardous or offensive gasses or liquids will be permitted.

14. Any painting or decorating as may be agreed to be done by and at the expense of Authority shall be done during regular weekday working hours. Should the County desire such work on Saturdays, Sundays, holidays, or outside of regular working hours, the County shall pay for the extra cost thereof, if any.

15. The County shall abide by all recycling rules and regulations adopted by Authority.

16. Authority's smoking policy prohibits smoking in the Building and allows smoking only within the confines of their own personal vehicle in the parking lot, or off the Property altogether.

17. Authority may amend, modify, delete, or add new and additional rules and regulations for the use and care of the Facility. The County shall comply with all such rules and regulations, upon notice to the County from Authority thereof. In the event of any breach of any

Rules and Regulations herein set forth or any reasonable amendments, modifications, or additions hereto, Authority shall have all remedies provided for in this Lease in the event of default under any of these rules or regulations.

EXHIBIT E

Map of Joint Use of Portions of Facility

Area to be jointly used by County and City

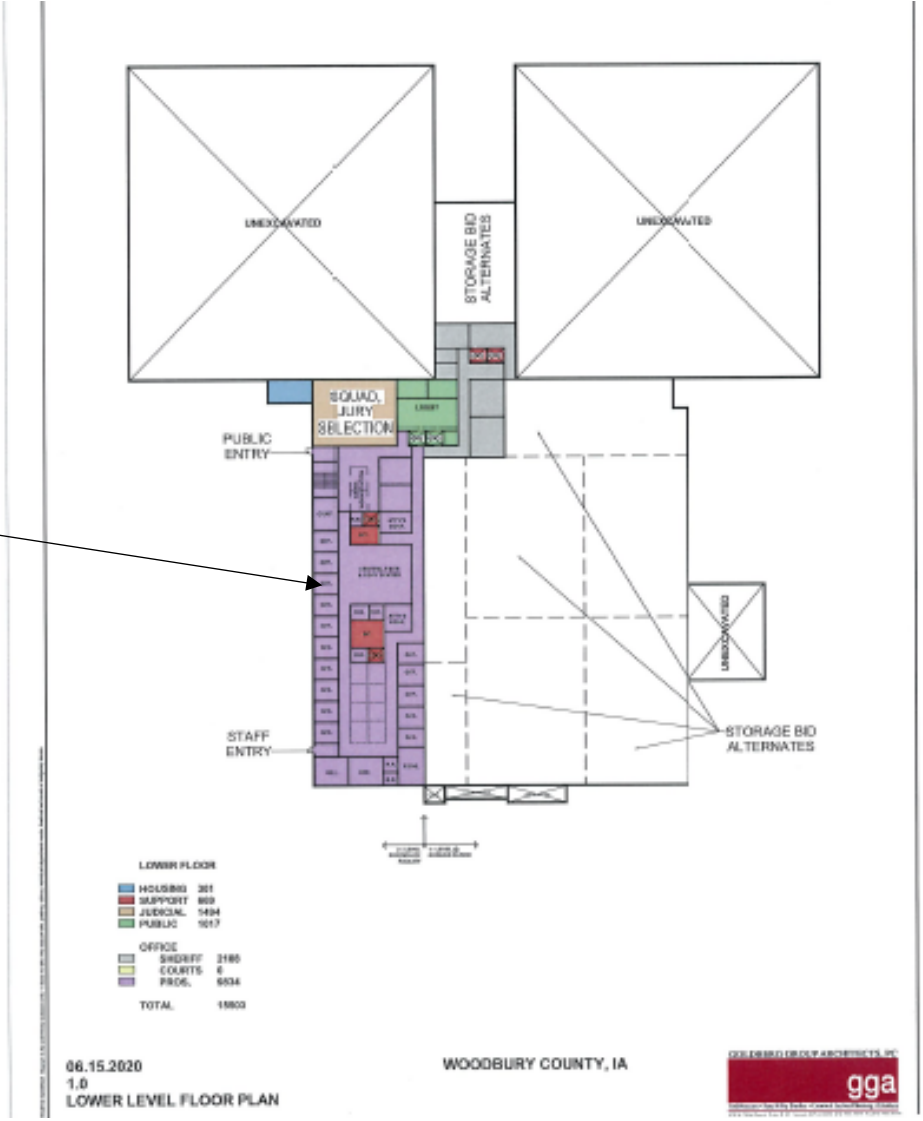


EXHIBIT E (continued) Map of Joint Use of Portions of Facility

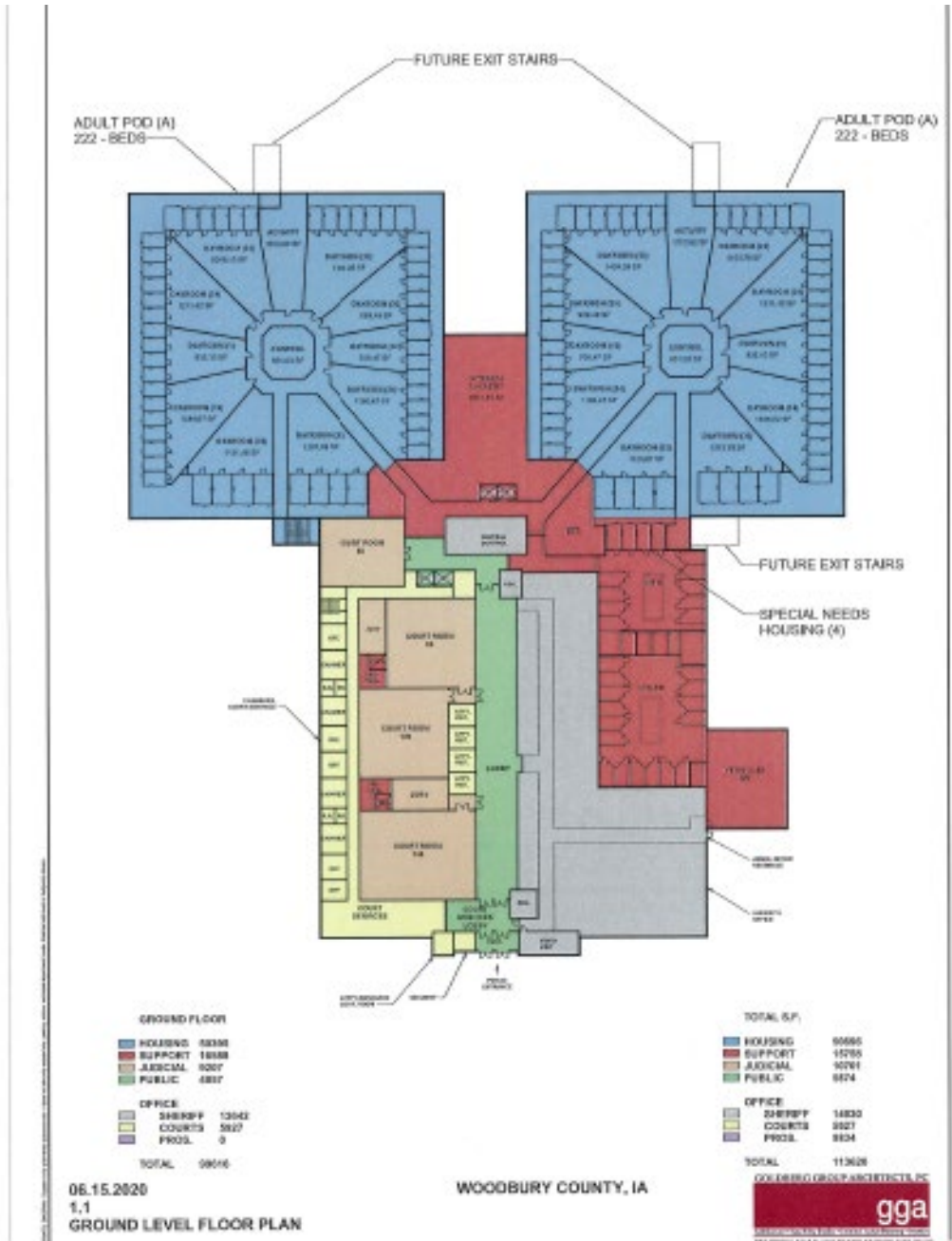
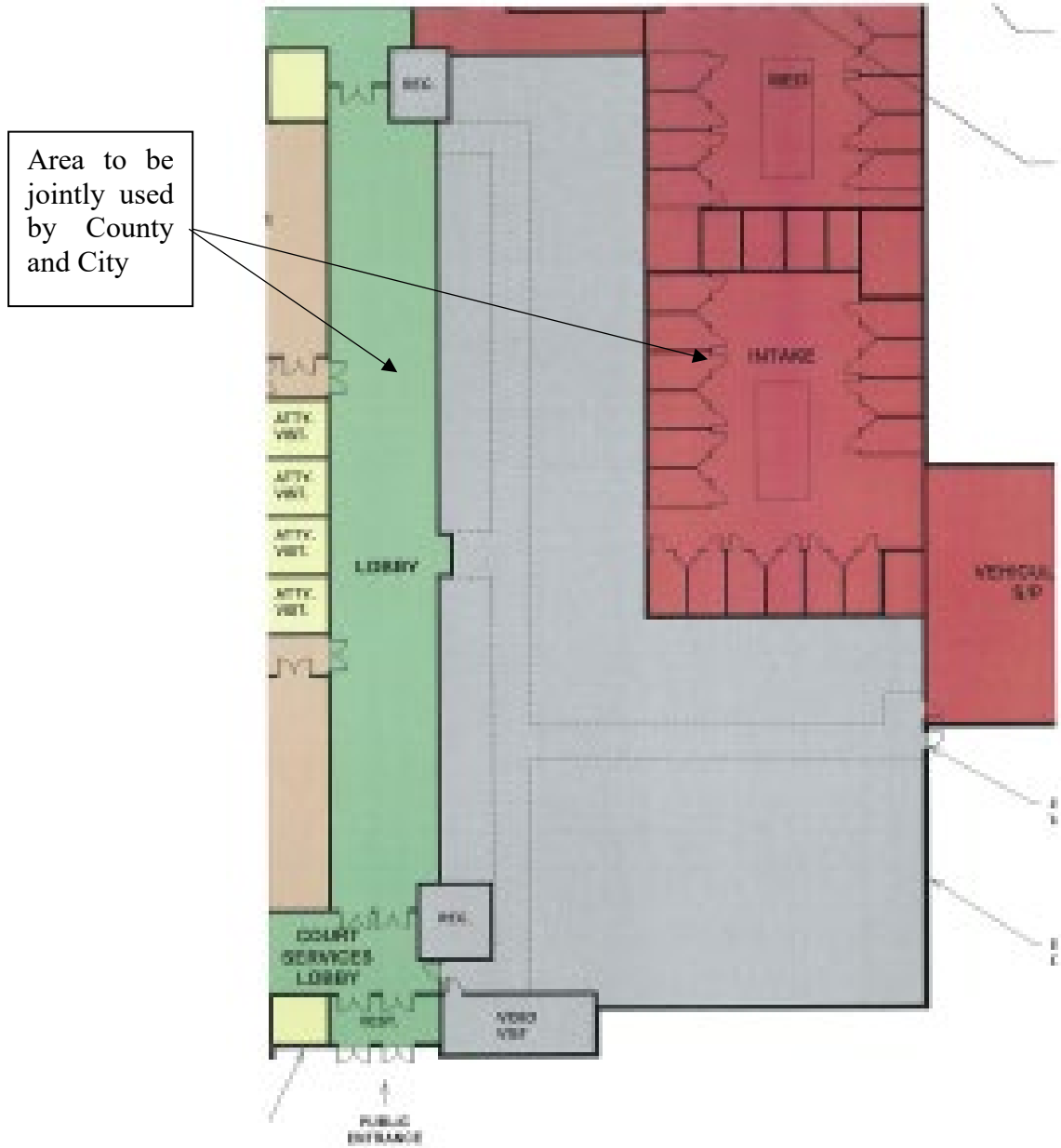


EXHIBIT E (continued)
Map of Joint Use of Portions of Facility



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Article VI
Commencement; Term; Delivery

Section 6.1. Term. Subject to Section 18.1, this Lease is for a term of twenty (20) years, commencing at 12:01 AM on November 17, 2021 (the “**Commencement Date**”) and ending at 11:59 PM on November 16, 2041. This Lease shall continue for the full Lease term, unless terminated as provided for herein.

Section 6.2. Delivery Date. The Delivery Date shall be the date that is as soon as practical after the Completion of Construction of the Facility, and in any event not more than thirty (30) days thereafter, the Authority shall deliver and turn-over possession of the Facility to the County subject to the City Lease for those portions of the Facility that will be jointly used by the City.

Section 6.3. Option to Extend. County shall have an option to extend the Lease Term for two (2) consecutive periods of ten (10) years each (each, an “Option Term”). If County intends to exercise an option to renew, it must give written notice of its intention to Authority at least ninety (90) days prior to expiration of the Lease Term or first Option Term, as applicable. County shall not be entitled to exercise the option to renew if an event of Default by County has occurred and is continuing at the time the County attempts to exercise the option to renew and County has failed to cure the default within the applicable period. Each Option Term shall be upon all of the same terms and conditions contained in this Lease unless otherwise modified by the parties.

Article VII
Rent

Section 7.1. Base Rent. The County agrees to pay Base Rent to the Authority as follows:

A. The Base Rent shall be paid by the County to the Authority in semiannual payments beginning on November 1, 2021, and continuing semiannually thereafter on the first day of May and November in each year in the amounts and on the schedule as shown on Exhibit C attached hereto. The parties agree that Exhibit C shall be updated by the Authority’s Municipal Advisor within 30 days after issuance of the Law Enforcement Center Facilities Revenue Bonds. The parties further agree that the schedule provided in Exhibit C shall be updated by the Authority’s Municipal Advisor as part of the Amended and Substituted Lease Agreement required under Section 18.1 hereof to reflect a Base Rent sufficient to cover the debt service on the Bonds (including the Additional Bonds). Said amount is payable in advance on the first day of each month shown on Exhibit C.

Section 7.2. Additional Rent. The County agrees to pay additional rent (“**Additional Rent**”) for Services and Utilities under **Section 9.1**, Insurance Expenses under **Section 13.2**, Enforcement Costs under **Section 15.2**, and other services as specified herein in the initial amount of \$200,000 per semiannual payment, said amount shall be paid to Authority in addition to the Base Rent in semiannual payments beginning on November 1, 2021, and continuing semiannually thereafter on the first day of May and November in each year.

Section 8.1. Authority's Obligations. Authority shall not bear any costs or expenses relating to the Facility or this Lease or be obligated to provide any services or do any act in connection with the Facility or this Lease, except as otherwise expressly provided herein.

Section 8.2. Facility Condition. Subject to Section 3.1 hereof, the County will accept the Facility in the "AS-IS" condition in which the Facility is delivered as of the Delivery Date.

Section 8.3. Alterations and Changes. After the Commencement Date, the County may place partitions and fixtures and make improvements and other non-structural alterations in the interior of the Facility at its own expense, provided, however, that prior to commencing any such work, the County shall first obtain the written consent of Authority for the proposed work. Authority may require that said work be done by third-party contractors under Authority's direction, but at the expense of the County, and Authority may, as a condition to consenting to such work, require that the County give security to ensure that the alterations to the Facility will be completed free and clear of liens and in a manner and with workmanship satisfactory to Authority. Authority's consent may be further conditioned on the requirement that alterations to the Facility that are, in Authority's determination, specialized to the use of the County only will be removed and the Facility restored to its former condition at the termination of this Lease at the County's sole cost and expense. Notwithstanding the foregoing, all improvements or alterations installed or made by the County under this section shall become the property of Authority, except that certain improvements or alterations that the parties agree prior to their installation shall be removable shall, at the termination of this Lease, provided the County is not in Default, be removable by the County, pursuant to specifications and under work conditions acceptable to the Authority.

Article IX Services and Utilities

Section 9.1. Services and Utilities. Authority shall be required to furnish such heating, ventilating, air-conditioning, water and electricity only in quantities necessary for normal usage. Payment of such Services and Utilities shall be included as an item of Additional Rent. The County shall not intentionally place a load on the utility services in the Facility in excess of that which they were designed to carry. The County further agrees to comply with all rules, regulations and requirements of the utility companies and all laws of the State of Iowa and ordinances, regulations and requirements of the municipality in which the Facility is located relating to utility use. Authority shall not be liable for any failure and/or interruptions of said utilities due to any cause beyond the Authority's reasonable control.

The County shall pay for all telephone services, computer and similar services, and for the costs of installing and removing all equipment involved, directly to the company furnishing such services and equipment, including any repair of damage to the Facility as a result of installation or removal of the services and equipment. Space for the installation of said services and equipment shall be designated and approved by Authority within the Facility.

The County shall surrender possession within sixty (60) days after a notice of termination given by either Authority or the County pursuant to the provisions of this section and each party shall thereafter be released from all future obligations under this Lease. The County shall pay rent pro rata to the date of such damage or destruction of the Facility resulting in such termination of Lease. In the event of such a termination of the Lease, Authority may at its option elect to rebuild or not rebuild, as it shall determine in its sole discretion.

Section 13.2. Insurance.

A. Casualty Insurance. Authority shall insure the Facility. The County shall pay to the Authority all Insurance Expenses with respect to the Facility during the Term of this Lease as part of the Additional Rent. "Insurance Expenses" shall include but is not limited to the cost to Authority for any insurance coverages including comprehensive general liability insurance, casualty insurance against fire, extended coverage, vandalism and malicious mischief, collapse and such other perils as are normally found in "all-risk" forms in at least a sufficient amount to prevent Authority from becoming a co-insurer, boiler and machinery coverage and such other coverages as are reasonable or prudent for Authority to carry on the Facility. The Insurance Expense shall include the cost of premiums, fees and deductibles, if applicable. No insurance hereinabove mentioned shall cover any of the County's personal property.

The County shall be responsible for obtaining, at the County's option, cost and expense, insurance for property of The County (including the County's improvements and personal property). During any period of reconstruction, the County shall obtain a builders risk policy of insurance containing such terms as are acceptable to Authority.

B. Liability Insurance. The County covenants to obtain and keep in full force and effect during the Lease Term, and to pay the premiums and costs of, Liability Insurance as hereinafter defined. "**Liability Insurance**" shall mean comprehensive general liability insurance covering public liability with respect to its occupancy, use and operation of the Facility, with limits of not less than \$2,000,000 combined single limit of liability (with no deductible or retention provision contained therein, unless otherwise approved in writing by Authority) naming Authority, its Board of Commissioners, officers and agents, and such other persons as Authority reasonably specifies as additional insured.

C. Property Insurance. An "all risk" property insurance policy or a fire insurance policy covering all trade fixtures, equipment, personal property, and leasehold improvements, if any, installed by the County, from time to time in, on or upon the Facility in the amount of the full replacement value thereof, which coverages shall include protection against any peril included within the classification "fire and extended coverage," together with insurance against sprinkler leakage, if the premises are sprinklered, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease or terminate under the provisions of this Lease.

D. General Provisions Respecting Insurance. Except as otherwise approved in writing by Authority, all insurance required of the County hereunder shall: (i) be on forms issued by insurers authorized to do business in the State of Iowa and rated A or better by Best Rating Guide,

as approved by Authority, which approval shall not be unreasonably withheld; (ii) name Authority and the County, as insured parties, as their respective interests may appear; (iii) shall provide coverage on an occurrence basis; and (iv) shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be canceled or altered, except upon thirty (30) days prior written notice to Authority. Certificates of insurance and copies of the original policies obtained by the County shall be delivered to Authority and certificates of renewal of such policies shall be delivered by the County to Authority at least thirty (30) days prior to the expiration date of the then-effective policies. The County may provide any such insurance through blanket policies, as long as the Facility is specifically scheduled as an insured property on such policies. The County agrees to comply with all rules and regulations of the Board of Fire Underwriters and the applicable rules and regulations of the City, the County, and State where the Facility is located. If the County fails to provide any of the herein required coverage, Authority shall be entitled to place such coverage, whereupon the County shall promptly pay for all costs associated therewith on demand.

E. Cooperation in the Event of Loss. Authority and the County shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of any loss, including the execution and delivery of any proof of loss or other actions required to effect recovery.

F. No Waiver of Immunities. Notwithstanding anything herein, neither party is waiving any applicable immunities granted under the law to governmental entities.

Section 13.3. Injury, Loss, Agreement to Hold Harmless. Authority shall not be responsible or liable for any loss, theft, or damage to property, or interruption of business, or injury to, or death of the County's officers, employees, inmates, invitees, visitors, or agents, or any person on or about the Facility, and to the extent not prohibited by law the County agrees to indemnify, defend, and hold Authority harmless from and against all claims arising from the conduct or management of or from any work or thing whatsoever done in and about the Facility or arising from any breach or default by the County in the performance of any covenant under this Lease, or the violation of any rule or regulation, or arising from any act or negligence of the County or any of its agents, contractors, servants, employees, invitees, inmates, visitors, or licensees and from and against all costs, expenses, and liabilities incurred in connection with any such claim, and in case of any action or proceeding against Authority by reason of any such claim. The County shall, upon notice from Authority, at the County's cost and expense, defend or cause to be defended such action or proceeding with counsel acceptable to Authority.

To the extent not prohibited by law, each party agrees to protect, defend, indemnify and hold harmless the other party, its governing body, officers, employees and agents, against any claim, liability, loss or expense arising directly or indirectly from any breach or default by such party in the performance of any covenant or other obligation under this Lease.

Article XIV Miscellaneous Covenants

Section 14.1. Eminent Domain. In the event all or any portion of the Facility is taken under eminent domain proceedings or conveyed under threat of such proceedings, this Lease will

vehicles); the numbers of employees using carpooling and van pooling programs; the numbers of employees using "work from home" programs; other information relating to automobile use; and other relevant data. If the foregoing information is not readily available from the County's records, the County agrees to cooperate with Authority in obtaining as much of this information as is possible by way of a survey program prepared by Authority. Authority acknowledges and agrees that the County shall not be expected to comply with requests for information that would violate any applicable privacy laws or policies.

Article XV
Default; Remedies; Surrender and Holding Over

Section 15.1. Default by the County. Each of the following shall constitute a "Default" under this Lease:

A. Failure to Pay Rent or Other Amounts. If the County fails to pay Base Rent, Additional Rent, or any other amounts payable by the County under the terms of this Lease within seven (7) days after the County's receipt of written notice that such payment was not made when due.

B. Transfer of Interest Without Consent. If the County's interest under this Lease or in the Facility shall be assigned, transferred, pass to, or devolve upon any other person without Authority's prior written consent.

C. Execution and Attachment Against the County. If the County's interest under this Lease or in the Facility shall be taken upon execution or by other process of law directed against the County, or shall be subject to any attachment at the instance of any creditor or claimant against the County and said attachment shall not be discharged within fifteen (15) days thereof.

D. Bankruptcy and Related Proceedings. If the County shall be adjudicated insolvent or shall suffer the filing of a petition in bankruptcy under the bankruptcy laws of the United States or under any similar law of any state, and such proceedings shall not be dismissed or vacated within sixty (60) days after institution; or if the County shall voluntarily seek protection under the bankruptcy laws of the United States or under any similar law of any state; or if the County shall seek arrangement for assignment for the benefit of creditors under the laws of any state.

E. Violation of Lease Terms. If the County fails to comply with any other material term, covenant, or condition of this Lease applicable to the County, and the County does not cure such breach or failure within thirty (30) days after notice thereof by Authority to the County.

Section 15.2. Remedies. Upon the occurrence of a Default by the County, Authority shall have the right, at Authority's election, then or at any time thereafter, to exercise any one or more of the following remedies:

A. Cure by Authority. Authority may, at Authority's option, but without obligation to do so, and without releasing the County from any obligations under this Lease, make any payment or take any action as Authority may deem necessary or desirable to cure such Default by the County

in such manner and to such extent as Authority may deem necessary or desirable. Authority may do so without demand on or written notice to the County. The County covenants to pay to Authority, within ten (10) days after demand, all advances, costs, and expenses of Authority incurred in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest as hereinafter provided, from the day of payment of any such advances, costs, and expenses by Authority. Authority may also commence, appear in, defend, or otherwise participate in any proceeding with respect to the Facility which Authority, in its discretion, may deem necessary or desirable to protect its interest in the Facility and under this Lease.

B. Termination of Lease and Damages. Authority may terminate this Lease effective at such time as may be specified in written notice to the County and demand (and, if such demand is refused, recover) possession of the Facility from the County. The County shall remain liable to Authority for damages representing the loss of the bargain, and not as a penalty, in an amount which, at the time of such termination of this Lease, represents the excess, if any, of the aggregate of the Base Rent, Additional Rent, and all other sums payable by the County hereunder that would have accrued for the balance of the Lease Term, discounted to present worth at the rate of eight percent (8%) per annum, over the then-present fair rental value of the Facility for such period, similarly discounted, plus any due and unpaid amounts then owing under this Lease and any amounts expended in Authority's recovery of possession and reletting of the Facility.

C. Recovery of Enforcement Costs. If on account of any default by the County in the County's obligations under the terms of this Lease, it becomes necessary or appropriate for Authority to utilize attorneys or other persons to enforce any of Authority's rights or remedies hereunder, the County shall pay upon demand as Additional Rent hereunder all reasonable fees of such attorneys and other persons and all other costs of any kind so incurred. Notwithstanding the foregoing, however, the prevailing party in any litigation or arbitration concerning any dispute arising under this Lease shall recover from the losing party the reasonable attorney's fees and expenses incurred by the prevailing party.

D. Administrative Late Charge. Other remedies for nonpayment of rent notwithstanding, if the semiannual rental payment is not received by Authority on or before the fifth day of the month for which the rent is due, or if any other payment due Authority by the County is not received by Authority on or before the tenth day of the month next following the month in which the County was invoiced for same, an Administrative Late Charge of five percent (5%) of such past due amount shall become due and payable, in addition to such amounts owed under this Lease to help defray the additional cost to Authority for processing such late payments.

E. Interest on Past-Due Payments and Advances. If the County fails to pay any amount due hereunder as and when due, then the County shall pay to Authority, on demand, interest on such amounts at the rate one percent per month, compounded monthly, from the due date.

F. Bankruptcy or Insolvency Proceedings Remedies. Nothing contained in this Lease shall limit or prejudice the right of Authority to obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization, or dissolution proceeding, the maximum amount

allowable by any statute or rule of law governing such proceeding at the time when such damages are to be provided, whether or not such amount be greater, equal to, or less than the amounts later recovered, either as damages or rent, under this Lease.

G. Remedies Cumulative. Exercise of any of the remedies of Authority under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Authority at law or in equity.

H. The County's Remedies. Upon default by Authority, the County may exercise any remedies available at law or in equity, but shall not be entitled to offset its obligations, and shall not be entitled to terminate this Lease, unless the default is determined by a court of law with jurisdiction over the parties and the Facility to constitute a constructive eviction of the County. The County shall provide written notice to Authority of any default alleged by the County, whereupon Authority shall have thirty (30) days thereafter in which to cure such default (or to initiate a cure and thereafter diligently pursue the cure to conclusion, if such default is of a nature which cannot be cured within such thirty (30) day period), prior to the County exercising any such remedies.

Section 15.3. Surrender and Holding Over.

A. Surrender upon Lease Expiration. Upon the expiration or earlier termination of this Lease, the County covenants to surrender possession of the Facility to Authority broom clean and in good condition, ordinary wear and tear excepted.

B. Holding Over. If the County shall hold over after the expiration of the Lease Term without written agreement of Authority, the County shall be deemed to be a tenant from month to month, at a monthly rental, payable in advance, equal to 150% of the rent payable for the immediately preceding month prorated from the semiannual rent payments shown on Exhibit C, and the County shall be bound by all of the other terms, covenants, and agreements of this Lease. Notwithstanding the foregoing, Authority may exercise any and all remedies at law or in equity to recover possession of the Facility, as well as any actual damages incurred by Authority, due to the County's failure to vacate the Facility and deliver possession to Authority as herein provided.

Article XVI **Notices**

Section 16.1. Notices. Any notices or demands to be given hereunder shall be given as follows:

If to the Authority:

Woodbury County Law Enforcement Center Authority
Attn: Board of Commissioners
620 Douglas Street
Sioux City, Iowa 51101



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

November 4, 2021

Via E-mail Only

Woodbury County, Iowa
c/o Ms. Tina Bertrand
Woodbury County Treasurer
Trosper Hoyt
822 Douglas St. Room 102
Sioux City, Iowa 51101

Re: Woodbury County, Iowa
Resolution Amending Resolution Imposing Direct Annual Tax

Dear Tina:

Enclosed please find suggested proceedings to be acted upon by the Board of Supervisors to adopt the Resolution amending the Resolution levying a direct annual tax for payment of the Base Rent and Additional Rent due under the Lease Agreement by and between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa, pursuant to Section 346.27 of the Code of Iowa.

Please sign and return two copies of each document immediately after the Board adopts the resolution on November 9, 2021. Should you have any questions, or if we can be of any assistance in completing the enclosed items, please do not hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink that reads 'Jason L. Comisky'.

Jason L. Comisky
FOR THE FIRM

JLC:sk

Enclosures

cc: Dennis Butler (via email)
Joshua Widman (via email)
Karen James (via email)

01962243-1\18799-037

ITEMS TO INCLUDE ON AGENDA FOR NOVEMBER 9, 2021

WOODBURY COUNTY, IOWA

Lease Agreement by and between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa

- Resolution amending Resolution #13,070 levying a direct annual tax for payment of the Base Rent and Additional Rent due under the Lease Agreement by and between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa, pursuant to Section 346.27 of the Code of Iowa

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

November 9, 2021

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

Absent: _____

Vacant: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING RESOLUTION #13,070 LEVYING A DIRECT ANNUAL TAX FOR PAYMENT OF THE BASE RENT AND ADDITIONAL RENT DUE UNDER THE LEASE AGREEMENT BY AND BETWEEN THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY AND WOODBURY COUNTY, IOWA, PURSUANT TO SECTION 346.27 OF THE CODE OF IOWA", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION AMENDING RESOLUTION #13,070
LEVYING A DIRECT ANNUAL TAX FOR PAYMENT OF
THE BASE RENT AND ADDITIONAL RENT DUE
UNDER THE LEASE AGREEMENT BY AND BETWEEN
THE WOODBURY COUNTY LAW ENFORCEMENT
CENTER AUTHORITY AND WOODBURY COUNTY,
IOWA, PURSUANT TO SECTION 346.27 OF THE CODE
OF IOWA

WHEREAS, Woodbury County, State of Iowa ("County"), is a political subdivision, organized and existing under the Constitution and laws of the State of Iowa; and

WHEREAS, pursuant to Section 346.27 of the Code of Iowa, the County entered into that certain Lease Agreement dated September 1, 2020, as amended and substituted (the "County Lease") with the Woodbury County Law Enforcement Center Authority (the "Authority") for the non-exclusive use of the Facility (as defined in the County Lease); and

WHEREAS, Section 346.27(22) of the Code of Iowa provides that when the County enters into a lease with the Authority, the governing body of the County shall provide by ordinance or resolution for the levy and collection of a direct annual tax sufficient to pay the

annual rent payable under the lease as and when it becomes due and payable. The tax shall be levied and collected in like manner with the other taxes of the County and shall be in addition to all other taxes authorized to be levied by the County. This tax shall not be included within and shall be in addition to any statutory limitation of rate or amount for the County. The taxes realized from the tax levy shall be deposited into an account in the debt service fund of the County for the payment of the annual rent and shall not be disbursed for any other purpose; and

WHEREAS, pursuant to the County Lease, the County agreed to make semi-annual payments of Base Rent and Additional Rent (as those terms are defined in the County Lease) to the Authority; and

WHEREAS, pursuant to the County Lease, the Authority agreed to issue its Law Enforcement Center Facilities Revenue Bonds (the “Bonds”) for the purpose of financing the design, construction, equipping, and furnishing of the Facility (as defined in the County Lease), including the acquisition of land for such purposes, for the joint use of the County and City of Sioux City, Iowa (the “City”); and

WHEREAS, pursuant to Section 18.1 of the County Lease, the parties agreed to enter into an Amended and Substituted Lease Agreement to be dated on or about the closing of the issuance of the Additional Bonds (as defined in the County Lease); and

WHEREAS, the Amended and Substituted Lease Agreement updates the schedule of Base Rent payments to include the Additional Bonds the Authority expects to issue on or about November 17, 2021; and

WHEREAS, on October 20, 2020, the Board of Supervisors of the County did adopt a certain Resolution #13,070 entitled “Resolution levying a direct annual tax for payment of the Base Rent and Additional Rent due under the Lease Agreement by and between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa, pursuant to Section 346.27 of the Code of Iowa”; and

WHEREAS, due to the updated Base Rent and Additional Rent in the Amended and Substituted Lease Agreement, it is necessary to make changes to Resolution #13,070 adopted on October 20, 2020; and therefore, said Board has adopted a new Resolution to be substituted in its entirety for Resolution #13,070 previously adopted on October 20, 2020, levying a direct annual tax for payment of the Base Rent and Additional Rent due under the County Lease, as amended and substituted, pursuant to Section 346.27 of the Code of Iowa; and

WHEREAS, the Board of Supervisors has taken such acts as are necessary to levy and collect the direct annual tax.

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

Section 1. Authorization. The direct annual tax authorized by Section 346.27 of the Code of Iowa is being specially levied to pay the Base Rent and Additional Rent due under the County

Lease, as amended and substituted. The Base Rent shall be paid to the Authority to finance the design, construction, equipping, and furnishing of the Woodbury County Law Enforcement Center, including the acquisition of land for such purposes, for the joint use of the County and City, and not to finance the general purposes of the County. Subject to Section 3 below, the County shall continue to levy and collect the direct annual tax until such time as the bonds issued by the Authority to finance the Facility have been paid in full.

Section 2. Levy of Direct Annual Tax. For the purpose of providing funds to pay the Base Rent and Additional Rent due under the County Lease, as amended and substituted, as required under Section 346.27 of the Code of Iowa, there is levied for each future year the following direct annual tax upon all the taxable property in Woodbury County, State of Iowa, to wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$2,131,028.23	2021/2022
\$4,018,076.09	2022/2023
\$4,014,888.26	2023/2024
\$4,020,352.90	2024/2025
\$4,017,860.70	2025/2026
\$4,015,012.40	2026/2027
\$4,018,510.00	2027/2028
\$4,016,995.26	2028/2029
\$4,016,998.26	2029/2030
\$4,017,750.00	2030/2031
\$4,019,713.26	2031/2032
\$4,012,840.76	2032/2033
\$4,016,984.50	2033/2034
\$4,016,631.00	2034/2035
\$4,016,773.50	2035/2036
\$4,018,332.50	2036/2037
\$4,021,101.00	2037/2038
\$4,014,924.50	2038/2039
\$4,009,957.50	2039/2040
\$3,936,000.00	2040/2041

Section 3. Amendment of Levy of Annual Tax. This Board may file an amendment to this Resolution with the County Auditor.

Section 4. Filing. A certified copy of this Resolution shall be filed with the County Auditor of Woodbury County, State of Iowa, who shall, pursuant to Sections 76.2 and 346.27 of the Code of Iowa, levy, assess and collect the tax in the same manner as other taxes and, when collected, these taxes shall be used only for the purpose of paying the Base Rent and Additional Rent due under the County Lease, as amended and substituted.

PASSED AND APPROVED this 9th day of November, 2021.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

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

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2021.

County Auditor, Woodbury County, State of Iowa

(SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Woodbury County, State of Iowa, hereby certify that on the _____ day of _____, 2021 there was filed in my office the Resolution of the Board of Supervisors of Woodbury County, State of Iowa, adopted on the _____ day of _____, 2021, such Resolution amending Resolution #13,070 levying a tax for the purpose of paying the Base Rent and Additional Rent due under the Lease Agreement, as amended and substituted, with the Woodbury County Law Enforcement Center Authority pursuant to Section 346.27 of the Code of Iowa.

(COUNTY SEAL)

County Auditor of Woodbury County, State of
Iowa

FARM LEASE CASH RENT

THIS LEASE ("Lease") is made between Woodbury County, Iowa, Board of Supervisors ("Landlord"), and Bousquet Dairy, Inc., Rick Bousquet president ("Tenant") whose address is 408 Dairy Lane, South Sioux City, NE 68776.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Woodbury County, Iowa (the "Real Estate"):

Northwest Quarter Southwest Quarter (NW ¼ SW ¼) and Southwest Quarter Southwest Quarter (SW ¼ SW ¼), Section Fourteen (14), Township Eighty-eight (88), Range Forty-seven (47); Southwest Quarter Northwest Quarter (SW ¼ NW ¼) Section Twenty-three (23), Township Eighty-eight (88), range Forty-seven (47); Southwest of road East Half Northwest Quarter (E ½ NW ¼) Section Twenty-three (23) Township Eighty-eight (88), range Forty-seven (47), Woodbury County, Iowa, contains approximately 200 acres and also the Northwest Quarter Northwest Quarter (NW ¼ NW ¼) Section Twenty-three (23), Township Eighty-eight (88), Range Forty-seven (47), Woodbury County, Iowa (approximately 40 acres total, however, excluding there from the County facility and grounds known as Prairie Hills); approximate 240 acres; of this 203.5 acres is being tilled; the rest is in roads, ditches, and county facilities.

Said Real Estate containing 203.5 tillable acres, more or less, with possession by Tenant for a term of 1 crop year to commence on the 7th day of April, 2021, and end on the 31st day of December, 2021. At the expiration of this lease Tenant will yield possession to Landlord in as good condition as when the Real Estate was entered upon by the Tenant.

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total cash Rent of \$71,328.79 payable as follows:

One-half (1/2) of the total Rent equaling \$35,664.40 due at lease signing (no later than April 12, 2021), and the remaining One-half (1/2) equaling \$35,664.39 due on December 1, 2021. All Rent is to be paid in person or by mail to Landlord at the Woodbury County Board of Supervisors' Office at 620 Douglas St., Sioux City, IA 51101. Rent must be in Landlord's possession on or before the due date. All sums past due under this Lease shall draw interest at ten percent per annum, payable from the date they become due.

3. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.

Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control

soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock. Tenant shall not keep livestock on the property without Landlord's written consent. Landlord may withhold consent for any reason.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government programs, if applicable.

4. LANDLORD'S STORAGE SPACE. Tenant may elect to rent storage space in Landlord's grain bins. Tenant must notify Landlord by July 1, 2021 if Tenant desires to rent storage space. Rental of the storage space, if desired, will be accomplished by a separate agreement.

5. ENVIRONMENTAL. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises for more than one year. Farm chemicals for use on other properties may not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of

on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. TERMINATION OF LEASE. Landlord intends to terminate Lease at the expiration of its term. The tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law (Iowa Code § 562.7).

7. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$150 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

8. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

9. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

10. REPAIRS. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

11. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

12. NO AGENCY. Tenant is not an agent of the Landlord.

13. **ATTORNEY FEES AND COURT COSTS.** If Landlord prevails in a proceeding to enforce any of the terms of this Lease, Landlord shall be entitled to recover its court costs and reasonable attorneys' fees from the Tenant.

14. **CHANGE IN LEASE TERMS.** This Lease contains the entire agreement between the parties. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

15. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

16. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 6, which shall be governed by the Code of Iowa.

17. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord. Landlord retains the right to assign this lease.

DATED: April 13, 2021.

TENANT:

Rick Bousquet
Bousquet Dairy, Inc.
Rick Bousquet, president
408 Dairy Lane
South Sioux City, NE
(712)223-0557

LANDLORD:

Rocky De Witt
Rocky De Witt, Chairman
Woodbury County Board of Supervisors

STATE OF IOWA: }
 }ss.
WOODBURY COUNTY}

This instrument was acknowledged before me on April 8, 2021, by Rick Bousquet, president, Bousquet Dairy, Inc.

Karen James
Notary Public for State of Iowa



This instrument was acknowledged before me on April 13, 2021, by Rocky De Witt,
Chairperson of Board of Supervisors, Woodbury County, Iowa.

Karen James
Notary Public for Woodbury County,
State of Iowa



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

Date: November 2, 2021 Weekly Agenda Date: November 9, 2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Sheehan

WORDING FOR AGENDA ITEM:

Create a Warrant Clerk position

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Approve the addition of a Warrant Clerk position to the Sheriff's Office. A Clerk III position, a member of AFSCME Courthouse Employee bargaining unit, classified as a Grade 5 step 3-5 (\$23.16-\$26.54)

BACKGROUND:

This clerk position is necessary to conduct required NCIC warrant validations. The Sheriff's Office was notified by the state DPS in 2020 the warrant validations were behind schedule and needed to be caught up. The FBI was putting pressure on DPS to get this problem resolved. A corrective action plan was put in place after discussions with State DPS.

FINANCIAL IMPACT:

\$67,500 - \$76,500/year for salary and benefits.

Adding clerk effective November 29, 2021 will add approximately \$39,375 - \$44,500 to the current budget year.

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

Yes No

RECOMMENDATION:

Approve the creation of a Warrant Clerk to take effect November 29, 2021

ACTION REQUIRED / PROPOSED MOTION:

**WOODBURY COUNTY
POSITION DESCRIPTION**

Name: Warrant Clerk
Title: Clerk III Warrants
Effective Date: 2021

Department: County Sheriff Office
FLSA Designation: Non-Exempt/Grade5
Reports to: County Sheriff, Chief Deputy,
Jail Captain or Jail Lieutenant of the County Sheriff

Purpose:

Responsible for the efficient, accurate and timely performance of a variety of clerical, receptionist and secretarial duties which will include, Data entry into NCIC, filing, records and reports, and general receptionist work as assigned. Performs intermediate clerical work performing a variety of office assistance tasks; does related work as required. Work is performed under the direct authority of the County Sheriff, Chief Deputy, Jail Captain or Jail Lieutenant of the County Sheriff's Jail Division.

Essential Functions and Responsibilities:

The following duties are typical for this position. These are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

- Answers phone inquiries and greets persons within scope of responsibility and refers inquiries to proper resource when necessary
- Successfully complete Basic Iowa System Training for NCIC Full Access and must successfully recertify every two years
- Local warrant entry into in house computer system
- NCIC entry for local warrants that meet criteria
- Verify and confirm holds and detainers received via NCIC
- Confirm and conduct follow up on extradition of wanted persons
- Conduct required NCIC warrant validations per local, state and federal requirements
- Verify warrants for outside agencies including FBI and Social Security Administration
- Run background checks for all new employees
- Security clearance of all personnel that enter through Jail Administration
- Thorough knowledge of computer programs and preparing of word documents and working with Excel and Cognos.
- Perform assigned duties as a backup for jail clerk
- Input information on all people that are visiting inmates in the jail
- Perform computer checks for possible local warrants of a subject that may be visiting an inmate or inquiring about an outstanding warrant
- Trouble shooting problems with public visiting terminals
- Trouble shooting phone system for inmates or administration phones
- Assist in accurate light bookkeeping, recordkeeping, and filing of documents
- Perform assigned duties as a backup for gun permit clerk
- Knowledge of state and federal gun permit laws and regulations
- Perform criminal NCIS checks for gun permit applications
- Fingerprinting of applicant
- Notarizes papers as necessary
- Open and distribute mail to appropriate people within the Jail Administration, Nursing Staff and forward all inmate mail to Secondary Control to document, scan and distribute to inmates
- Scan files as required by Administration
- Attendance is required.

Non-Essential Functions and Responsibilities:

- Perform various other related tasks/assignments/special projects as directed by the County Sheriff, Administration Captain or Civilian Lieutenant.

Minimum Education and Experience Required to Perform Essential Functions:

- High school diploma or General Equivalency Degree (GED).
- Specific knowledge of a body of rules or operations for a particular functional area or areas such as might be acquired in One (1) to three (3) years of prior related experience
- Computer, keyboard, printers, calculator (10 key), copier, possess knowledge of general office equipment and procedures.
- Type rapidly and accurately with at least 40 words per minute (net score), accurate proofreading
- Personal maturity to safeguard confidential information
- Ability to set priorities regarding assignments and follow through to completion
- Ability to instruct and motivate others, as well as the ability to communicate tactfully and courteously with others in clearly spoken English
- Must successfully pass a physical examination, vision, and drug screening test prior to employment

Mental and Physical Competencies Required to Perform Essential Functions:

Language Ability

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions, and procedure manuals and/or Iowa or County systems. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the County in clearly spoken English. Ability to communicate Woodbury County policies to managerial and non-managerial groups in person and in writing. Ability to read and understand legal descriptions, policies, and procedures. Able by voice communications to express or exchange ideas by means of the spoken word in clearly spoken English

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw or interpret graphs. Knowledge of basic bookkeeping principles. Knowledge of legislative requirements related to County systems. Knowledge of County principles and procedures.

Behavior Skills

Ability to begin work at the starting time without tardiness, absenteeism, or leaving work early without authorization or for good reason. Conduct or appearance in good keeping with a professional image and/or position of the County. Ability to read and understand the Work Rules of the County such as Bullying will not be tolerated, theft and dishonesty will not be tolerated, and disobedience, insubordination, or refusal to comply with reasonable instructions of authorized supervision will not be tolerated. Ability to cope with numerous time sensitive requests from County offices. Attendance is required.

Reasoning Ability

Ability to apply common sense understanding to carry out simple one or two stage instructions. Ability to deal with standardized situations with only occasional or no variables. Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Cognitive Demands

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to set priorities regarding assignments and follow through to completion; ability to establish and maintain effective working relationships with associates and the general public by means of clearly spoken English.

Equipment Used

Computer for data entry, spreadsheets and word processing, calculator (10 key), copier/scanner, possess knowledge of general office equipment and procedures. Type **rapidly and accurately with at least 40 words per minute (net score), accurate proofreading.** Radios, radar and PBT

Physical Demands

Typical office environment involving sitting, walking, occasional bending, lifting, and carrying paper and related light objects generally weighing 40 pounds or less and negligible amount of force frequently or constantly to move objects. Horizontal and vertical reaching motion is required. Aptitudes required are those typically associated with clerical operations including clerical, numerical, and forms perceptions, clarity of vision 20" or less to view computer screens and for preparing and analyzing written data and to determining the accuracy and thoroughness of work and observing general surrounds and activities, legal documents, and property descriptions cards; eye/hand/foot coordination, hand and finger dexterity, motor coordination, grasping and repetitive motions, hearing to perceive information at normal spoken word levels and conversation skills for expressing or exchanging ideas by means of the spoken word in clearly spoken English. Attendance required

Environmental Adaptability

Work is performed in a typical office environment and has no unusual exposure to environmental issues

Special Requirements

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. Possession of an appropriate valid driver's license and insurance. Candidate for hire must successfully pass a background check, a physical examination, vision, back screen and drug screen prior to employment. The use of clearly spoken English for the skills and purposes of this job. Attendance is required. Keyboarding skill test from Iowa Workforce Development with a 40 words per minute (net score) within the last 12 months

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements, and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the performed duties as directed by the Employer and or Department Head. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I understand that my attendance is required. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. I have the right to terminate my employment at any time and for any reason, and the Employer has a similar right.

Employee's Signature

Date

Department Head's Signature

Date

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.

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

Date: 10/29/21

Weekly Agenda Date: 11/09/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Malloy, WCICC-IT

WORDING FOR AGENDA ITEM:

Board of Supervisors Room AVI Upgrade

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Subsequent to an August 2021 informational AVI presentation to the BOS, IT followed up on elected-official feedback, and also entertained a late offer from CCS, to arrive at a recommendation for the BOS to consider.

BACKGROUND:

In August of 2021, IT presented to the BOS its findings related to AVI discussions with four vendors whom were asked to provide a solution to improve the audio-visual experience within the BOS Chambers. Shortly after that discussion, a fifth vendor (CCS) asked if they could provide a response - which we accepted.

The goals of the of the project are captured by the following bullet points:

1. Allow for Enhanced Management of Remote Callers – Supervisors and, or Constituents
2. Improve Audio Quality, e.g., Lectern, Front Table, Dais, Telco
3. Improve Visuals for Audience and Supervisors
4. Improve Camera Angles and Management of Cameras
5. Retain Auditor’s Option to Redundantly Record Meetings

Bullet-point number one is the most important for IT from a time investment and quality-of-service perspective. IT understood the remaining bullet-points to be of similar importance to the Elected Officials and their constituents.

The last significant upgrade to the BOS Chambers was in 2016.

FINANCIAL IMPACT:

\$69,329.86 = Base Bid
\$77,915.26 = Base Bid + Ceiling Tile (not installed)
\$85,195.83 = Base Bid + Ceiling Tile (installed)

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:

We found the solution presented by CTI to be the most responsive, inventive and innovative. The prominent components of the CTI solution include: an enclosed rack and new rack equipment, document camera, two new cameras, 14" displays with voting capability, acoustical treatment and the ability to accommodate Zoom integration.

*12-16 Week Delay on Equipment Delivery

**One Full Week Needed for Installation within the BOS Chambers Requiring Displacement or Temporary Accommodations

ACTION REQUIRED / PROPOSED MOTION:

Approve Motion to purchase the proposal offered by CTI



PROPOSAL

Woodbury County Board of Supervisors

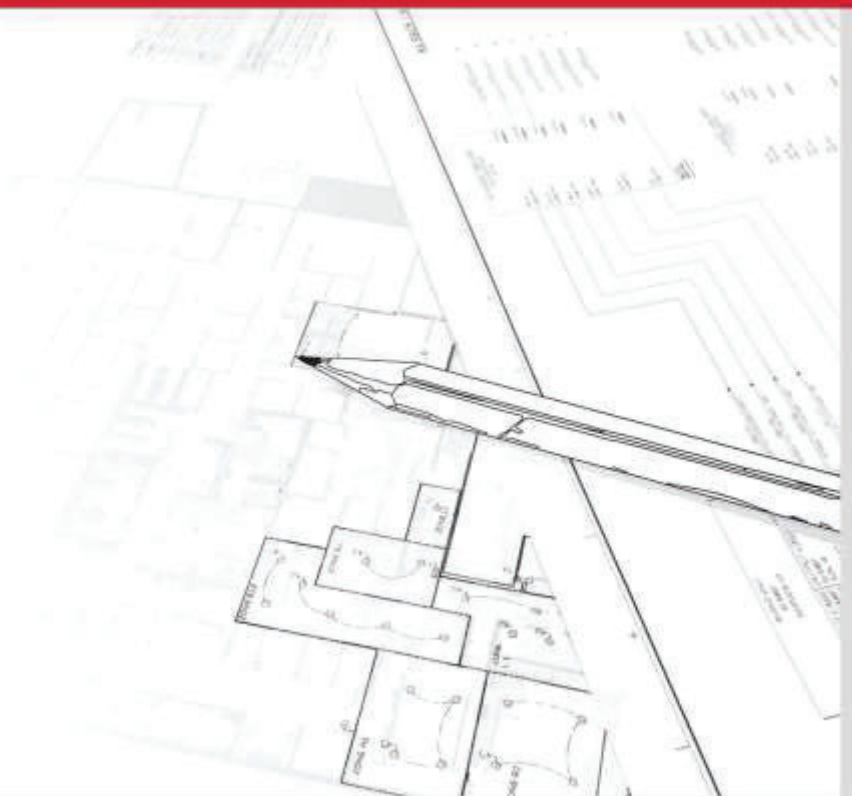
Boardroom

DATE

Monday, 25 October 2021

PREPARED BY

Tim Wright
Design Consultant



Scope of Work

Proposal Number: J21100034

Proposal Date: 10/25/2021

Prepared for: Woodbury County Board

Attn: John Malloy

Phone: (712) 279-6525

Email: jmalloy@wcicc.com

Prepared by: Tim Wright

Phone: 515-280-9800

Email: twright@conferencetech.com

Bill to: Woodbury County Board of Supervisors

620 Douglas St
Sioux City, IA
51101

Ship to: Woodbury County Board of Supervisors

620 Douglas St
Sioux City, IA
51101

Conference Technologies is proposing the following:

Replace the existing display with a 82" commercial display, inputs to the video system include a laptop at the admin desk and one at the finance desk, a document camera, and a dedicated PC. The audio system includes the existing lectern mic and eight microphone/speaker combination systems. These units are set up as a mix-minus meaning each microphone is routed to all of the speakers except the one attached to it's microphone.

The existing amplifier will be replaced and the speakers aiming towards the public space will be re-used. The speakers will be raised on the column to provide a more consistent coverage in the space.

In addition to the speaker/microphone feature, a voting system is included using soft keys and the software will log the vote tabulation.

Control of the system will be via a 10" touch screen interface.

Two remote control cameras (one at the front of the room and one at the back) will be installed; each camera will be programmed with several presets and the camera and presets will be selected from the touch panel interface.

An equipment rack will be located in place of the current one.

The Board provided PC will sit in the equipment rack. (wireless keyboard/mouse provided by Board) The meeting software of choice (Zoom, G2M, Teams) will reside on the PC and be operated by the admin.

OPTION: THIS IS WHAT IS PROPOSED - An option to the base system deletes the base microphone/speaker unit in favor of a mic/speaker/14" display unit. Whatever input is selected to show on the 75" display will also show on the 14" tablet display.

Acoustical treatment: It is recommended to install an acoustical tile treatment on the ceiling in the center section. The recommended tile is a 1 1/2" foam material in a 2' x 2' configuration and 45° angle edge.

This treatment will enhance the audio experience for the board members, public, and those listening in remotely.

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

Description	Price
Equipment	\$55,188.08
Implementation Services – labor, programming, materials, freight, One-Year CTI Complete	\$30,007.75
Subtotal	\$85,195.83
Tax	\$0.00
Grand Total	\$85,195.83

Recommended

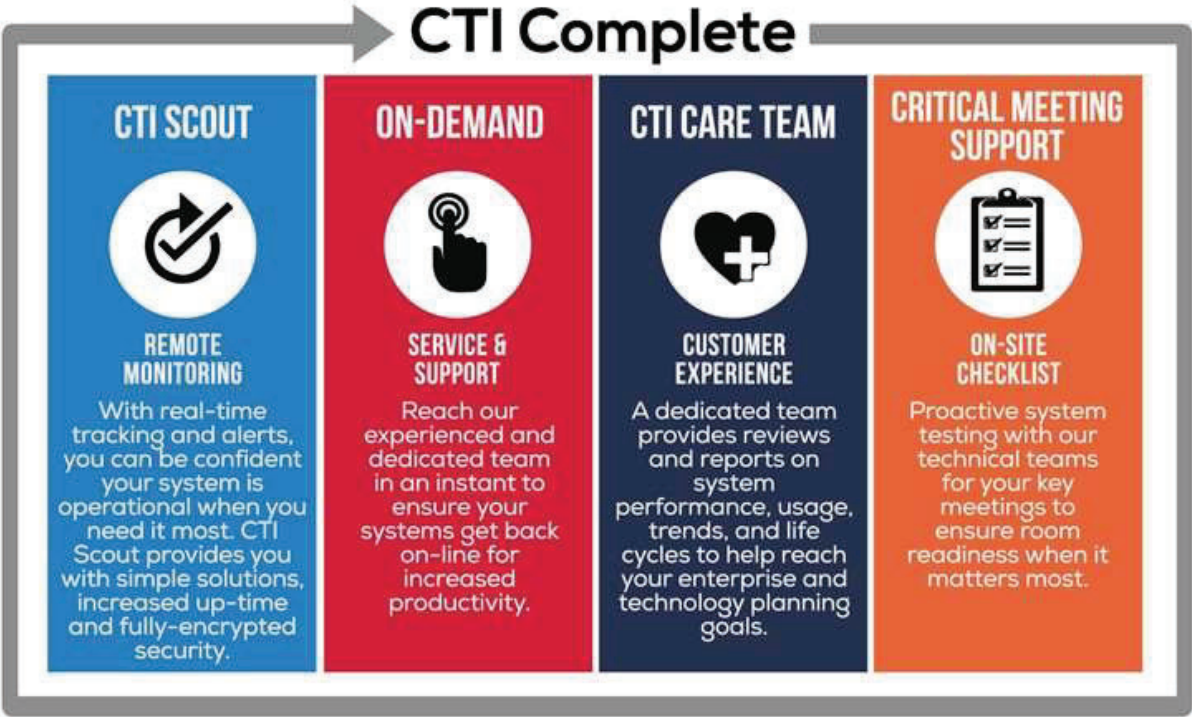
Description	Price
2 Additional Years CTI Complete Service Agreement	\$6,556.86
4 Additional Years CTI Complete Service Agreement	\$13,113.72

Down Payment Requirements

Terms are Net 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% NET 30, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 2.5% fee.

Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



Boardroom Technology Option 2 Summary

Description	Price
Equipment	\$46,602.68
Implementation Services	\$22,727.19
Subtotal	\$69,329.86
Tax	\$0.00
Grand Total	\$69,329.86

Bill of Materials

Boardroom Technology Option 2

Manufacturer	Description	Qty
Display Systems Equipment: \$2,359.19		
Samsung	82" commercial TV	1
ELMO	MX-P3 VISUAL PRESENTER	1
Chief	HARDWARE KIT	1
CHIEF	Micro-Adjust Tilt Wall Mount X-Large	1
Video Systems Equipment: \$12,265.68		
Marshall	HD PTZ 20x Optical Zoom Camera (4.7~94mm) (White)	2
Crestron	DM Lite Transmitter for HDMI Signal Extension over CATx Cable	5
Crestron	DM Lite HDMI over CATx Receiver, Surface Mount	5
QSC	Unified Core with 24 local audio I/O channels, 128x128 network I/O channels, dual LAN ports, POTS and VoIP telephony, 16x16 GPIO, 16 next-generation AEC processors, 1RU.	1
Crestron	High-Definition Video Scaler, HDMI In, HDMI Out	1
VADDIO	AV Bridge Mini N/A	1
Crestron	8x4 4K60 4:4:4 HDR AV Switcher	1
Audio Systems Equipment: \$26,688.23		
Media Vision	Fully Digital Congress System Main Unit Discussion, voting	1
Media Vision	Power Adapter 48 V DC, 1.875A, for HCS-8368T(/50)	1
Media Vision	Congress POE Network Switcher For HCS-8368/8668/8638 series multimedia congress terminal (KMX mode), for HCS-8665 series and HCS-1082N series E Ink Electronic Nameplate (normal mode)	1
Media Vision	G4 Video Monitor Chairman Unit 14" 1920x1080 LCD, 128x36 OLED, speech, voting, 64 CHs, video display, supports PoE Detachable microphone included (standard length: 33 cm / 13") Black	1
Media Vision	Distributor Power over Ethernet. Network cable not included Recommended for up to 6 G3 tabletop multimedia congress terminals	1
Media Vision	G4 Video Monitor Delegate Unit 14" 1920x1080 LCD, 128x36 OLED, speech, voting, 64 CHs, video display, supports PoE Detachable microphone included (standard length: 33 cm / 13") Black	6

Media Vision	Fully Digital Congress System Delegate Unit (tabletop, discussion, braille, charcoal gray)	2
Media Vision	8-Pin to RJ45 Converter Cable 1 m (3.3 ft), 8-Pin plug and RJ45 socket, Cat 5 cable with drain wire	2
Media Vision	8-Pin to RJ45 Converter Cable 1 m (3.3 ft), 8-Pin socket and RJ45 socket, Cat 5 cable with drain wire	2
Media Vision	Voting Management Module Includes delegate management, parliamentary voting, multi voting HCS-4510 needed	1
Media Vision	Basic System Setup Management Module (Free with purchase of one or more additional software module)	1
Media Vision	Microphone Management Module HCS-4510 needed	1
LABGRUPPEN	400 Watt Amplifier with 2 Flexible Output Channels	1
Community	OFE Speakers for public seating area	2
Shure	OFE Lectern Gooseneck Mic - Shure MX412	1
Control Systems Equipment: \$4,086.97		
Crestron	10.1 in. Tabletop Touch Screen, Black Smooth	1
Netgear	28PT GE POE+ SMART SWITCH	1
Crestron	4-Series Control System	1
Rack Accessories and Furniture: \$1,202.61		
Legrand	21SP LARGE PERF FR DOOR	1
Middle Atlantic	21SP/28D RACK W/REAR DR	1
Atlas	15A Power Conditioner and Distribution Unit with IEC Power Cord	2
Middle Atlantic	2SP ANODIZED DRAWER	1
Middle Atlantic	21SP ERK REAR RAIL OPTION	1
Middle Atlantic	SET OF 4 THREADED LEVEL.F	1

Boardroom Acoustical Treatment Summary

Description	Price
Equipment	\$8,585.40
Implementation Services	\$7,280.56
Subtotal	\$15,865.96
Tax	\$0.00
Grand Total	\$15,865.96

Bill of Materials

Boardroom Acoustical Treatment

Manufacturer	Description	Qty
General: \$8,585.40		
Acoustical Solutions	AlphaSorb Foam Ceiling Tiles Box of 12 ,Bevel Edge Profile Size:23"x23" X 1-3/4" Thick Color: Natural White	20

Standard Disclaimer

Conference Technologies, Inc. provides for twelve (12) months of **CTI Complete** on all system purchases. Conference Technologies, Inc. warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 40% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restock fees may apply. This proposal is valid for fourteen (14) days.

Installation Description and Requirements

Provided by Conference Technologies, Inc.: If installation is purchased, Conference Technologies, Inc. will install all A/V components. Conference Technologies, Inc. will also perform all programming, alignments, and end-user training. Conference Technologies, Inc. will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8 hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in Conference Technologies, Inc. Scope of Work.

Statement

This system proposal is the property of Conference Technologies, Inc. and is delivered with the sole intent of being viewed by management of Woodbury County Board of Supervisors for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor or Conference Technologies, Inc. competitor without the written consent of Conference Technologies, Inc. Any effort to do so will be considered a violation of copyright law.

Next Steps

1. Upon Notice to Proceed Conference Technologies, Inc. will begin executing the project plan with an internal handoff of the project to our operations team.
2. If you have questions about the process as we move forward please contact me at twright@conferencetech.com or 515-280-9800.
3. You will be contacted by a Conference Technologies, Inc. Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Customer Signature

CTI Signature

Printed Name

Printed Name

Title

Title

Date

Date



+1 800-717-5215

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Products Manufacturers New Equipment

Conferencing / Discussion Systems : Multimedia Conferencing/Discussion System Packages : TAIDEN - HCS-8368SD/50



Request Quote

All Products from this brand

14W G3 Paperless Multimedia Congress Terminal

Model: HCS-8368SD/50

- Stylish and ergonomic design with an ultra-thin 6.5mm screen
- Electronic document distribution for paperless meetings
- Based on TAIDEN originated GMC-STREAM gigabit multimedia congress stream technology, all audio and video signals are transmitted via a Cat.5e/Cat.6 network cable, paperless multimedia functions and basic capabilities of discussion and voting are parallel
- Equipped with a 14" LCD touch panel (1920×1080), 16:9 display ratio offers better document reading experience
- Capacitive touch panel supporting multi-touch, improves operation experience

More Product Information Below

Compare

Project List

Product Info

Tech Specs

Documents

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

Date: 11/04/2021 Weekly Agenda Date: 11/09/2021

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

WORDING FOR AGENDA ITEM:

Consider approval of resolution to set load limits on county bridges.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

County bridges are inspected every two years at a minimum, more frequently if needed. Structural calculations have determined that the listed bridges can no longer carry legal truck loads.

BACKGROUND:

Annual bridge inspections have been completed for 2021. Several bridges were found to have deteriorated during the current inspection interval. Structural calculations performed on these bridges determined that these bridges can no longer carry legal semi and truck loads. They must be posted for reduced load ratings.

FINANCIAL IMPACT:

Financial impact is limited to the cost of installing four signs to notify trucks of the weight limits. This costs the county approximately \$800 for all signs.

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 resolution to establish bridge weight limits on the listed county bridges.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution establishing weight limits on the listed county bridges.

**WOODBURY COUNTY
BRIDGE EMBARGO RESOLUTION**

RESOLUTION NO. _____

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

<u>Bridge No.</u>	<u>FHWA No.</u>	<u>Section Township Range</u>	<u>Posted Limit</u>
B-213	354770	13-89-43	10, 15, 15 Tons
B-249-1	354551	07-89-42	One Lane bridge
C-192	355044	27-89-44	6 Tons
K-23	353260	17-88-43	6 Tons
K-113	353380	35-88-43	One truck on the bridge
M-299	351220	02-87-42	Close until replacement
T-53	351140	12-86-46	10, 15, 15 Tons
U-17-1	350960	07-86-45	6 tons
U-155	351030	25-86-45	12, 17, 16 Tons
X-116	<20 feet	31-86-42	14, 23, 23 Tons

Passed and approved this 9th day of November, 2021.

Recommended:

Rocky DeWitt, Chairperson
Woodbury County Board of Supervisors

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

Attest:

Patrick Gill
Woodbury County Auditor

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

Date: 11/4/2021 Weekly Agenda Date: 11/9/2021

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

WORDING FOR AGENDA ITEM:

Award bids for the Oak Ridge Park project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Plans have been completed for repairs to a dike and outlet structure for a watershed in Oak Ridge Park for the Conservation Department. Bids were received at the Board meeting on 11/2/2021

BACKGROUND:

The project will repair a dam embankment that provides watershed retention and wetland habitat in the Oak Ridge Park area. The county successfully applied for Hungry Canyons funds to pay for the majority of the project.

FINANCIAL IMPACT:

The projects are paid for with Woodbury County Conservation and Hungry Canyons funds .

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

Yes No

RECOMMENDATION:

I recommend that the Board award the bids for the Oak Ridge Park project to the low bidder, Holly Brown Construction

ACTION REQUIRED / PROPOSED MOTION:

Motion to award bids for the Oak Ridge Park project to Holly Brown Construction for \$66,078.50

TABULATION OF BIDS

PROJECT NO. Oak Ridge Park
 LETTING: TUESDAY, November 02, 2021
 Culvert

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

**	**	*	*	*	*	*
**	**	*	*	*	*	*
**	** Engineer's Estimate	* Holly Brown Construction	* Johnston Excavating LLC	* West Branch Construction	* Nelson & Rock	* L.A. Carlson
**	**	* 88324 587th Ave.	* 10032 Buckeye Ave.	* 1420 Highway 44	* 23565 HWY K45	* 25164 Hillside Drive
**	**	* Ponca Nebraska 68770	* Sloan Iowa 51055	* Harlan Iowa 51537	* Onawa Iowa 51040	* Hinton Iowa 51024
**	**	*	*	*	*	*
**	**	*	*	*	*	*

ITEM NO	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing	0.1 Acre	\$ 7,000.00	\$ 700.00	\$ 10,000.00	\$ 1,000.00	\$ 25,000.00	\$ 2,500.00	\$ 5,500.00	\$ 550.00	\$ 20,000.00	\$ 2,000.00	\$ 30,000.00	\$ 3,000.00
2	Embankment in Place	1,200 CY	\$ 10.00	\$ 12,000.00	\$ 9.00	\$ 10,800.00	\$ 20.00	\$ 24,000.00	\$ 14.24	\$ 17,088.00	\$ 15.00	\$ 18,000.00	\$ 18.50	\$ 22,200.00
3	Excavation Class 20	400 CY	\$ 10.00	\$ 4,000.00	\$ 7.00	\$ 2,800.00	\$ 9.00	\$ 3,600.00	\$ 9.00	\$ 3,600.00	\$ 10.00	\$ 4,000.00	\$ 8.00	\$ 3,200.00
4	Structural Concrete (Misc)	4.4 CY	\$ 1,100.00	\$ 4,840.00	\$ 400.00	\$ 1,760.00	\$ 1,820.00	\$ 8,008.00	\$ 1,204.00	\$ 5,297.60	\$ 2,000.00	\$ 8,800.00	\$ 1,700.00	\$ 7,480.00
5	Reinforcing Steel	210 Lbs	\$ 2.00	\$ 420.00	\$ 10.00	\$ 2,100.00	\$ 15.00	\$ 3,150.00	\$ 5.00	\$ 1,050.00	\$ 10.00	\$ 2,100.00	\$ 5.00	\$ 1,050.00
6	CMP Culvert 48" DIA	82 LF	\$ 450.00	\$ 36,900.00	\$ 325.00	\$ 26,650.00	\$ 300.00	\$ 24,600.00	\$ 404.00	\$ 33,128.00	\$ 400.00	\$ 32,800.00	\$ 350.00	\$ 28,700.00
7	Pile, Sheet	144 SF	\$ 65.00	\$ 9,360.00	\$ 75.00	\$ 10,800.00	\$ 50.00	\$ 7,200.00	\$ 62.00	\$ 8,928.00	\$ 60.00	\$ 8,640.00	\$ 35.00	\$ 5,040.00
8	Revetment, Class E	7 Ton	\$ 96.00	\$ 672.00	\$ 95.50	\$ 668.50	\$ 75.00	\$ 525.00	\$ 80.00	\$ 560.00	\$ 120.00	\$ 840.00	\$ 90.00	\$ 630.00
9	Mobilization	1 LS	\$ 9,000.00	\$ 9,000.00	\$ 8,500.00	\$ 8,500.00	\$ 2,000.00	\$ 2,000.00	\$ 20,136.00	\$ 20,136.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
10	CMP Elbows 48" DIA.	2 Each	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 499.00	\$ 998.00	\$ 2,000.00	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00
TOTAL				\$ 79,392.00		\$ 66,078.50		\$ 76,583.00		\$ 91,335.60		\$ 91,180.00		\$ 85,300.00

1 Holly Brown Construction	\$ 66,078.50
2 Johnston Excavating LLC	\$ 76,583.00
3 L.A. Carlson	\$ 85,300.00
4 Nelson & Rock	\$ 91,180.00
5 West Branch Construction	\$ 91,335.00
Engineer's Estimate	\$ 79,392.00

AWARDED TO LOW BID \$66,078.50 to Holly Brown Construction

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

Date: 11/4/2021 Weekly Agenda Date: 11/9/2021

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

WORDING FOR AGENDA ITEM:

Award quotes for four semi-truck tractors for the secondary road department

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:

The county road department sought quotes for semi tractors for towing gravel trailers. The county received quotations for four, used tandem axle semi tractor trucks for purchase.

BACKGROUND:

The county will be hauling gravel for the gravel road improvement project with county staff and four newly purchased gravel trailers. Semi tractor trucks are required to pull the trailers. The county requested quotes from local truck dealers for suitable new or used truck tractors. New truck tractors would not be available until mid-summer 2022. Used tractors meeting spec are available.

FINANCIAL IMPACT:

The purchase is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board award the quote from Istate Trucks for two Freightliner semi tractors for \$133,652.38 and the quote from Sioux City Truck and Trailer for two semi tractors for \$149,800.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the quotes for semi-tractor trucks to Istate and Freightliner.



Sioux City Truck & Trailer, Inc.

3900 Harbor Drive
Sioux City, IA 51111
P: (712) 258-2444 TF: (800) 743-2988
www.SiouxCityKenworth.com

Buyers Order

Date: 11/03/2021
Quote#: 2021-5275 | DE-38941
Type: Cash
Salesperson: Cory Christensen

-----WIRING INSTRUCTIONS-----

First Bank & Trust | 520 6th St | Brookings | SD | 57006-5057 | (605) 696-2265 | ABA# 091408446 | ACCT# 1100206737 | NAME: North American Truck & Trailer | (605)332-7112 | Fax (605) 367-1225

Bill To: PROS-008370
WOODBURY COUNTY SECONDARY ROADS
759 E. Frontage Road
Moville IA 51039
Phone: (712)873-3215

Ship To:
WOODBURY COUNTY SECONDARY ROADS
759 E. Frontage Road
Moville, IA 51039

Stock#	VIN#	Year	Make	Model	Odometer	Color	Price:	Amount
MRP1354	1XKZD49X8GJ485886	2016	KENWORTH	T880	364853	GREEN		\$74,900.00
MRP1360	1XKZD49X9GJ485895	2016	KENWORTH	T880	311190	GREEN		\$74,900.00
							Total Price	\$149,800.00
							Total	\$149,800.00 (US Dollars)

Price includes new Gladiator drive tires, DOT inspection, Full Service, remove roof fairings and install new marker lights and complete detail. Add \$500.00 per truck for Yokohama tires in place of Gladiator tires.

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on this and subsequent pages, supersedes any prior agreement, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R 455 the following Statement applies:

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.
INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

THE SALE AND DELIVERY OF VEHICLE SHALL NOT BE DEEMED COMPLETE UNTIL DEALER RECEIVES THE FULLY EXECUTED PURCHASE DOCUMENTS, INCLUDING WITHOUT LIMITATION, BILL OF SALE, ADDITIONAL TERMS AND CONDITIONS, VEHICLE DELIVERY RECEIPT, REPRESENTATIONS OF PURCHASER, TRADE TITLE AND ANY/ALL LIEN RELEASES (IF APPLICABLE), AND COLLECTED/CLEARED PURCHASE FUNDS.

NOTICE TO THE PURCHASER: Do not sign this order before you have read all of the terms and conditions on ALL PAGES. You are entitled to an exact copy of the order you sign. PURCHASER ACKNOWLEDGES he as read and received a complete copy of this order and if applicable, the window form. PURCHASER CERTIFIES he is of majority age and no credit has been extended. THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

X _____ 11/03/2021 _____ Cory Christensen
Purchaser's Signature Date Sales Representative

Purchaser's Signature Date Manager



PURCHASE AGREEMENT

- | | |
|--|--|
| <input type="checkbox"/> INVER GROVE HEIGHTS, MN | <input type="checkbox"/> SIOUX FALLS, SD |
| <input type="checkbox"/> BILLINGS, MT | <input type="checkbox"/> MARSHFIELD, WI |
| <input type="checkbox"/> GREAT FALLS, MT | <input type="checkbox"/> WINDSOR, WI |
| <input type="checkbox"/> MISSOULA, MT | <input type="checkbox"/> BISMARCK, ND |
| <input checked="" type="checkbox"/> SIOUX CITY, IA | |



SPRINTER



WESTERN STAR



PLEASE ENTER MY ORDER FOR

NEW USED ORDER OUT IN STOCK

Purchaser		Name	
Woodbury County Secondary Road Department		Mark Nahra	
Street Address		City	State
759 E Frontage Road		Moville	IA
Zip		51039	
Phone	Email	PO#	
712-873-3215	mnahra@woodburycountyiowa.gov		
Lienholder (Bank Name)		Contact Name	Phone
Address		City	State
Zip			
DELIVERY INFORMATION		DELIVER TO:	
APPROXIMATE DELIVERY DATE:			
Stock #	Year	Manufacturer	Model Type
717499	2017	Freightliner	CA125DC
Mileage	Vin#	Vehicle Price	
418,648	3AKJGEDV0HSHR2843	\$68,000.00	
<p>ADDITIONAL ITEMS OR CONDITIONS:</p> <p>-Check engine light was on during test drive. Code was for NOX sensor. Since the test drive we have replaced the NOX sensor and there were no other codes.</p> <p>-Clutch will be adjusted</p>			
Vehicle Sale Price		\$ 68,000.00	
Discount		\$	
Additional Items		\$	
Federal Excise Tax		\$	
Extended Warranty		\$	
Trade Allowance		\$	
Trade Difference		\$ 68,000.00	
Sales Tax		\$	
Title/Registration Fees - Month		\$	
Transit Tax		\$	
Doc Fee		\$	
Trade Payoff		\$	
Sub Total		\$ 68,000.00	
Cash down payment with order		\$	
Balance Due on Delivery		\$ 68,000.00	
YEAR	MAKE/MODEL	VIN#	MILEAGE
\$ VALUE	STOCK#		
\$			
YEAR	MAKE/MODEL	VIN#	MILEAGE
\$ VALUE	STOCK#		
\$			
Trade vehicle(s) titles clear from liens: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Initials _____ I have been presented the option of an Extended Warranty/Service Plan: ACCEPT <input type="checkbox"/> DECLINE <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Initials _____			
Sales Person		<p>IMPORTANT: THIS IS A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSIT IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.</p> <p>NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and approved by Sales Manager or Officer of the Dealership.</p> <p>EXCEPT FOR NEW VEHICLE WARRANTIES FROM THE MANUFACTURER, THIS VEHICLE IS BEING SOLD ON AN "AS IS" BASIS AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE BUYER. THIS VEHICLE IS BEING SOLD WITH NO EXPRESS WARRANTY OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE</p> <p>Page 1 and 2 of this CONTRACT comprise the entire CONTRACT affecting the purchase. The DEALER will not recognize a verbal agreement, or any other agreement outstanding of any nature. You certify that no credit has been extended by the DEALER for the purchase of this motor VEHICLE. You certify you are 18 years of age or older, and acknowledge receiving this contract.</p>	
Rudy Street			
Sales Person Signature			
Date			
Sales Mgr./Officer Signature		Date	
Date			
Buyer's Print Name		Buyer's Title	
Buyer's Signature		Date	



PURCHASE AGREEMENT

- | | |
|--|--|
| <input type="checkbox"/> INVER GROVE HEIGHTS, MN | <input type="checkbox"/> SIOUX FALLS, SD |
| <input type="checkbox"/> BILLINGS, MT | <input type="checkbox"/> MARSHFIELD, WI |
| <input type="checkbox"/> GREAT FALLS, MT | <input type="checkbox"/> WINDSOR, WI |
| <input type="checkbox"/> MISSOULA, MT | <input type="checkbox"/> BISMARCK, ND |
| <input checked="" type="checkbox"/> SIOUX CITY, IA | |



SPRINTER



WESTERN STAR



HYUNDAI
TRANSLEAD

PLEASE ENTER MY ORDER FOR

NEW USED ORDER OUT IN STOCK

Purchaser		Name																			
Woodbury County Secondary Road Department		Mark Nahra																			
Street Address		City	State																		
759 E Frontage Road		Moville	IA																		
Zip		51039																			
Phone	Email	PO#																			
712-873-3215	mnahra@woodburycountyiowa.gov																				
Lienholder (Bank Name)		Contact Name	Phone																		
Address		City	State																		
Zip																					
DELIVERY INFORMATION		DELIVER TO:																			
APPROXIMATE DELIVERY DATE:																					
Stock #	Year	Manufacturer	Model Type																		
720238	2014	Freightliner	122SD																		
Mileage	Vin#	Vehicle Price																			
364,441	3AKJGND6XEDFY1593	\$65,652.38																			
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align:center;">ADDITIONAL ITEMS OR CONDITIONS:</td> <td style="width:50%;"></td> </tr> <tr> <td rowspan="10" style="vertical-align: top;"> -Road Speed & RPM parameters will be changed per email -Cracked convex mirror on driver's side will be replaced -Latch and post on drivers door will be replaced -Clutch will be adjusted </td> <td style="text-align:right;">Vehicle Sale Price</td> </tr> <tr> <td style="text-align:right;">Discount</td> </tr> <tr> <td style="text-align:right;">Additional Items</td> </tr> <tr> <td style="text-align:right;">Federal Excise Tax</td> </tr> <tr> <td style="text-align:right;">Extended Warranty</td> </tr> <tr> <td style="text-align:right;">Trade Allowance</td> </tr> <tr> <td style="text-align:right;">Trade Difference</td> </tr> <tr> <td style="text-align:right;">Sales Tax</td> </tr> <tr> <td style="text-align:right;">Title/Registration Fees - Month</td> </tr> <tr> <td style="text-align:right;">Transit Tax</td> </tr> <tr> <td style="text-align:right;">Doc Fee</td> </tr> <tr> <td style="text-align:right;">Trade Payoff</td> </tr> <tr> <td style="text-align:right;">Sub Total</td> </tr> <tr> <td style="text-align:right;">Cash down payment with order</td> </tr> <tr> <td style="text-align:right;">Balance Due on Delivery</td> </tr> </table>				ADDITIONAL ITEMS OR CONDITIONS:		-Road Speed & RPM parameters will be changed per email -Cracked convex mirror on driver's side will be replaced -Latch and post on drivers door will be replaced -Clutch will be adjusted	Vehicle Sale Price	Discount	Additional Items	Federal Excise Tax	Extended Warranty	Trade Allowance	Trade Difference	Sales Tax	Title/Registration Fees - Month	Transit Tax	Doc Fee	Trade Payoff	Sub Total	Cash down payment with order	Balance Due on Delivery
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\$ 65,652.38																					

YEAR	MAKE/MODEL	VIN#	MILEAGE	\$ VALUE	STOCK#
				\$	
YEAR	MAKE/MODEL	VIN#	MILEAGE	\$ VALUE	STOCK#
				\$	

Trade vehicle(s) titles clear from lens: Yes No N/A Initials _____ I have been presented the option of an Extended Warranty/Service Plan: ACCEPT DECLINE N/A Initials _____

Sales Person		<p>IMPORTANT: THIS IS A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSIT IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.</p> <p>NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and approved by Sales Manager or Officer of the Dealership.</p> <p>EXCEPT FOR NEW VEHICLE WARRANTIES FROM THE MANUFACTURER, THIS VEHICLE IS BEING SOLD ON AN "AS IS" BASIS AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE GOODS IS WITH THE BUYER. THIS VEHICLE IS BEING SOLD WITH NO EXPRESS WARRANTY OR IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE</p> <p>Page 1 and 2 of this CONTRACT comprise the entire CONTRACT affecting the purchase. The DEALER will not recognize a verbal agreement, or any other agreement outstanding of any nature. You certify that no credit has been extended by the DEALER for the purchase of this motor VEHICLE. You certify you are 18 years of age or older, and acknowledge receiving this contract.</p>
Rudy Street		
Sales Person Signature		
Date		
Sales Mgr./Officer Signature		Date
Buyer's Print Name		Buyer's Title
Buyer's Signature		Date

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

Date: 11/3/2021 Weekly Agenda Date: 11/9/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Rocky De Witt

WORDING FOR AGENDA ITEM:

Allow Contract Land Staff permission to survey county farm.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

BACKGROUND:

CLS (Contract Land Staff) is asking permission to survey parts of the county farm as potential route for the liquid CO2 Pipeline.

FINANCIAL IMPACT:

0 CLS will pay for survey

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Approve motion to allow survey at CLS cost.