



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 16 2021) (WEEK 46 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

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 16, 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

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

Consent Agenda

Items 3 through 9 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 9, 2021 meeting
4. Approval of claims
5. Approval of resolution to approve the proposed amendment to the Electronic Services System 28E Agreement
6. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

7. Board of Supervisors – Keith Radig
Approval of resolution providing for the amendment of the Articles of Agreement which formed the Workforce Development Chief Elected Official Consortium for the Workforce Innovation and Opportunity Act of 2014
8. County Treasurer – Tina Bertrand
Approve property tax refund request for parcel #884717303021 in the amount of \$1,490.00
9. Secondary Roads – Mark Nahra
Approve the underground utility permit for Telecom Construction for Lumen

End Consent Agenda

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| 10. Second tier canvass of the City/School Election | Action |
| 11. Secondary Roads – Mark Nahra | |
| a. Approval of resolution to revise the Woodbury County FY 2022 Five Year Road Construction Program | Action |
| b. Receive bids for pre-cast bridge production and return them to the county engineer for review and recommendation | Action |
| c. Award bid if low quote is clearly determined by bid results | Action |
| d. Approve the contract for the Oak Ridge Park project to Holly Brown Construction for \$66,078.50 | Action |
| 12. Conservation – Dan Heissel | |
| Approve funding mechanism for the CIP project at Browns Lake | Action |
| 13. Board Administration – Dennis Butler | |
| Approval of resolution for Inter-Fund Operating Transfer for FY 2022 | Action |
| 14. Reports on Committee Meetings | Information |
| 15. Citizen Concerns | Information |
| 16. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

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
WED., DEC. 15	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
THU., DEC. 16	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., DEC. 17	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G

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 09, 2021, FORTY-FIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 09, 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 Patrick Gill, 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 Taylor second by De Witt to approve the agenda for November 09, 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 November 2, 2021 meeting. Copy filed.
4. To approve the claims totaling \$1,468,439.73. Copy filed.
5. To receive Juvenile Detention October population report. Copy filed.
- 6a. To approve the separation of Alec Sanchez, Civilian Jailer, County Sheriff Dept., effective 11-03-21. Resignation.; the transfer of Michael Andresen, Equipment Operator, Secondary Roads Dept., effective 11-15-21, \$25.31/hour, -1%=-\$.30/hr. Position Transfer from Motor Grader to Equipment Operator.; the end of probation of Kyle Sanderson, Motor Grader Operator, Secondary Roads Dept., effective 11-15-21, \$25.61/hour, 3%=\$.76/hr. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.; the separation of James Drury, Asst. County Attorney, County Attorney Dept., effective 11-19-21. Resignation.; and the promotion of Seth Butler, Sheriff Deputy, County Sheriff Dept., effective 11-29-21, \$25.83/hour, 22%=\$4.81/hr. Promotion from Civilian Jailer to Deputy. Copy filed.
- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Assistant County Attorney, County Attorney Dept. AFSCME: \$63,200-\$73,088/year.; Civilian Jailer, County Sheriff Dept. CWA: \$21.02/hour.; and Equipment Operator, Secondary Roads Dept. CWA: \$24.55/hour. Copy filed.

Carried 5-0.

8. The canvass of the Regular City/School election was held. Motion by De Witt second by Ung to receive the Canvass. Carried 5-0. Copy filed.

It was reported by Steve Hofmeyer, Deputy Commissioner of Elections.

City of Anthon – City Council At-Large

Jonathan Kuhlmann	Received Sixty-Seven (67) votes
Lisa M. Petersen	Received Sixty-Five (65) votes
Paul E. Lansink	Received Fifty-Nine (59) votes
Scattering	Received Twenty-Four (24) votes
Total	Two Hundred and Fifteen (215) votes

We therefore declare:

Jonathan Kuhlmann to be duly elected for the office of City of Anthon – City Council At-Large for the term of 4 years.

Lisa M. Petersen to be duly elected for the office of City of Anthon – City Council At-Large for the term of 4 years.

Paul E. Lansink to be duly elected for the office of City of Anthon – City Council At-Large for the term of 4 years.

City of Anthon – City Council At-Large to Fill a Vacancy

Mona Kirchgatter	Received Sixty-One (61) votes
Scattering	Received Eight (8) votes
Barbara Benson	Received Twenty-Six (26) votes
Total	Ninety-Five (95) votes

We therefore declare:

Mona Kirchgatter to be duly elected for the office of City of Anthon – City Council At-Large to fill a vacancy for the term of 2 years.

Barbara Benson to be duly elected for the office of City of Anthon – City Council At-Large to fill a vacancy for the term of 2 years.

City of Bronson – Mayor

Jason Garnand	Received Twenty-Nine (29) votes
Scattering	Received Two (2) votes
Total	Thirty-One (31) votes

We therefore declare:

Jason Garnand to be duly elected for the office of City of Bronson – Mayor for the term of 2 years.

City of Bronson – City Council At-Large

Brandi Jessen	Received Twenty-Four (24) votes
Chad Merchant	Received Twenty-Eight (28) votes
James D. Amick	Received Twenty-Nine (29) votes
Scattering	Received Six (6) votes
Total	Eighty-Seven (87) votes

We therefore declare:

Brandi Jessen to be duly elected for the office of City of Bronson – City Council At-Large for the term of 4 years.

Chad Merchant to be duly elected for the office of City of Bronson – City Council At-Large for the term of 4 years.

James D. Amick to be duly elected for the office of City of Bronson – City Council At-Large for the term of 4 years.

City of Correctionville – Mayor

Ronald Sanderson	Received Thirty-Nine (39) votes
Kathy Hoffmann	Received One Hundred and Twenty-Four (124) votes
Scattering	Received Five (5) votes
Total	One Hundred and Sixty-Eight (168) votes

We therefore declare:

Kathy Hoffmann to be duly elected for the office of City of Correctionville – Mayor for the term of 2 years.

City of Correctionville – City Council At-Large

Chad Kline	Received Eighty-Four (84) votes
Kourtnee Ann Fox	Received One Hundred and Seventeen (117) votes
Robert D. Beazley	Received One Hundred and Six (106) votes
Ciara Alioth	Received Ninety-Two (92) votes
Scattering	Received Sixteen (16) votes
Total	Four Hundred and Fifteen (415) votes

We therefore declare:

Kourtnee Ann Fox to be duly elected for the office of City of Correctionville – City Council At-Large for the term of 4 years.

Robert D. Beazley to be duly elected for the office of City of Correctionville – City Council At-Large for the term of 4 years.

Ciara Alioth to be duly elected for the office of City of Correctionville – City Council At-Large for the term of 4 years.

City of Cushing – Mayor

Donald Joy Jr.	Received Thirty-six (36) votes
Scattering	Received Zero (0) votes
Total	Thirty-Six (36) votes

We therefore declare:

Donald Joy Jr. to be duly elected for the office of City of Cushing – Mayor for the term of 2 years.

City of Cushing – City Council At-Large

Alexander W. Rabbass	Received Thirty-Eight (38) votes
Mary Tyler	Received Thirty-Seven (37) votes
Scattering	Received Twelve (12) votes
Jerel Wittrock	Received Ten (10) votes
Total	Ninety-Seven (97) votes

We therefore declare:

Alexander W. Rabbass to be duly elected for the office of City of Cushing – City Council At-Large for the term of 4 years.

Mary Tyler to be duly elected for the office of City of Cushing – City Council At-Large for the term of 4 years.

Jerel Wittrock to be duly elected for the office of City of Cushing – City Council At-Large for the term of 4 years.

City of Cushing – City Council At-Large to Fill a Vacancy

Scattering	Received Zero (0) votes
Shawn Joy	Received Sixteen (16) votes
Total	Sixteen (16) votes

We therefore declare:

Shawn Joy to be duly elected for the office of City of Cushing – City Council At-Large to fill a vacancy for the term of 2 years.

City of Danbury – Mayor

Brock Boyle	Received Seventy-One (71) votes
Scattering	Received Twelve (12) votes
Total	Eighty-Three (83) votes

We therefore declare:

Brock Boyle to be duly elected for the City of Danbury – Mayor for the term of 4 years.

City of Danbury – City Council At-Large

Brenda Zimmerman	Received Eighteen (18) votes
Kendra Sexton	Received Fifty-Six (56) votes
Stanley Sexton	Received Nineteen (19) votes
Kathy A. Scholl	Received Fifty-Five (55) votes
Jason Weber	Received Thirty (30) votes
Scattering	Received Zero (0) votes
Total	One Hundred and Seventy-Eight (178) votes

We therefore declare:

Kendra Sexton to be duly elected for the office of City of Danbury – City Council At-Large for the term of 4 years.

Kathy A. Scholl to be duly elected for the office of City of Danbury – City Council At-Large for the term of 4 years.

City of Hornick – City Council At-Large

Eric R. Bebee	Received Twenty-Two (22) votes
Julia M. Byers	Received Twenty-One (21) votes
Scattering	Received Zero (0) votes
Total	Forty-Three (43) votes

We therefore declare:

Eric R. Bebee to be duly elected for the office of City of Hornick – City Council At-Large for the term of 4 years.

Julia M. Byers to be duly elected for the office of City of Hornick – City Council At-Large for the term of 4 years.

City of Lawton – Mayor

Jesse Pedersen	Received One Hundred (100) votes
Scattering	Received Seven (7) votes
Total	One Hundred and Seven (107) votes

We therefore declare:

Jesse Pedersen to be duly elected for the office of City of Lawton – Mayor for the term of 2 years.

City of Lawton – City Council At-Large

Jeremy Baltushis	Received Fifty-One (51) votes
Patrick V. Saunders	Received Ninety-One (91) votes
Nicholas J. Roth	Received Sixty-Six (66) votes
Scattering	Received Zero (0) votes
Total	Two Hundred and Eight (208) votes

We therefore declare:

Patrick V. Saunders to be duly elected for the office of City of Lawton – City Council At-Large for the term of 4 years.

Nicholas J. Roth to be duly elected for the office of City of Lawton – City Council At-Large for the term of 4 years.

City of Lawton – City Council At-Large to Fill a Vacancy

John Nelsen	Received Ninety-Five (95) votes
Scattering	Received Eight (8) votes
Total	One Hundred and Three (103) votes

We therefore declare:

John Nelsen to be duly elected for the office of City of Lawton – City Council At-Large to fill a vacancy for the term of 2 years.

City of Merville – Mayor

James Fisher	Received One Hundred and Thirty-Three (133) votes
Scattering	Received Twenty-Six (26) votes
Total	One Hundred and Fifty-Nine (159) votes

We therefore declare:

James Fisher to be duly elected for the office of City of Merville – Mayor for the term of 2 years.

City of Merville – City Council At-Large

Paul Malm	Received One Hundred and Thirty-Seven (137) votes
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Scattering	Received Twenty-Five (25) votes
Bret Hayworth	Received Twenty-Six (26) votes
Bruce Schmidt	Received Twenty-Three (23) votes
Total	Two Hundred and Eleven (211) votes

We therefore declare:

Paul Malm to be duly elected for the office of City of Merville – City Council At-Large for the term of 4 years.
Bret Hayworth to be duly elected for the office of City of Merville – City Council At-Large for the term of 4 years.

City of Oto – Mayor

Kevin Lyle Rayevich	Received Seven (7) votes
Scattering	Received Three (3) votes
David Dorale	Received Six (6) votes
Total	Sixteen (16) votes

We therefore declare:

Kevin Lyle Rayevich to be duly elected for the office of City of Oto – Mayor for the term of 2 years.

City of Oto – City Council At-Large

Jennifer J. Weber	Received Fourteen (14) votes
Scattering	Received Fourteen (14) votes
Matt Mead	Received Six (6) votes
Linda Nepper	Received Five (5) votes
Total	Thirty-Nine (39) votes

We therefore declare:

Jennifer J. Weber to be duly elected to the office of City of Oto – City Council At-Large for the term of 2 years.
Matt Mead to be duly elected for the office of City of Oto – City Council At-Large for the term of 2 years.
Linda Nepper to be duly elected for the office of City of Oto – City Council At-Large for the term of 2 years.

City of Pierson – Mayor

Doyle Struve	Received Thirty-One (31) votes
Scattering	Received Five (5) votes
Total	Thirty-Six (36) votes

We therefore declare:

Doyle Struve to be duly elected for the office of City of Pierson – Mayor for the term of 2 years.

City of Pierson – City Council At-Large

Keith A. Saxen	Received Ten (10) votes
Gordon Bubke	Received Twenty-Five (25) votes
Bonnie Saxen	Received Thirty-Four (34) votes
Marvin Keith Swanson	Received Sixteen (16) votes
Scattering	Received One (1) votes
Total	Eighty-Six (86) votes

We therefore declare:

Gordon Bubke to be duly elected for the office of City of Pierson – City Council At-Large for the term of 4 years.
Bonnie Saxen to be duly elected for the office of City of Pierson – City Council At-Large for the term of 4 years.

City of Salix – Mayor

Kevin Nelson	Received Thirty-Seven (37) votes
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Kay Frances Scott	Received Eleven (11) votes
Scattering	Received One (1) votes
Total	Forty-Nine (49) votes

We therefore declare:

Kevin Nelson to be duly elected for the office of City of Salix – Mayor for the term of 4 years.

City of Salix – City Council At-Large

Karen Allen	Received Forty-Four (44) votes
Cindy VanAuken	Received Forty-Two (42) votes
Scattering	Received Sixteen (16) votes
Emily Clayton	Received Seven (7) votes
Total	One Hundred and Nine (109) votes

We therefore declare:

Karen Allen to be duly elected for the office of City of Salix – City Council At-Large for the term of 4 years.

Cindy VanAuken to be duly elected for the office of City of Salix – City Council At-Large for the term of 4 years.

Emily Clayton to be duly elected for the office of City of Salix – City Council At-Large for the term of 4 years.

City of Salix – City Council At-Large to Fill a Vacancy

Scattering	Received Eight (8) Votes
Emily Clayton	Received Three (3) votes
Total	Eleven (11) votes

We therefore declare:

Emily Clayton to be duly elected for the office of City of Salix – City Council At-Large to fill a vacancy for the term of 2 years.

City of Sergeant Bluff – Mayor

Jon Winkel	Received Seven Hundred and Forty-Three (743) votes
Dustin Thelander	Received Four Hundred and Ninety-Four (494) votes
Scattering	Received Thirteen (13) votes
Total	One Thousand Two Hundred and Fifty (1,250) votes

We therefore declare:

Jon Winkel to be duly elected for the office of City of Sergeant Bluff – Mayor for the term of 4 years.

City of Sergeant Bluff – City Council At-Large

Carol Clark	Received Nine Hundred and Four (904) votes
William Gaukel	Received Nine Hundred and Twenty-One (921) votes
Ronald Hanson	Received Eight Hundred and Sixty-One (861) votes
Scattering	Received Fifty-Nine (59) votes
Total	Two Thousand Seven Hundred and Forty-Five (2,745) votes.

We therefore declare:

Carol Clark to be duly elected for the office of City of Sergeant Bluff – City Council At-Large for the term of 4 years.

William Gaukel to be duly elected for the office of City of Sergeant Bluff – City Council At-Large for the term of 4 years.

Ronald Hanson to be duly elected for the office of City of Sergeant Bluff – City Council At-Large for the term of 4 years.

City of Sioux City – City Council At-Large

Ike Rayford	Received Two Thousand Eight Hundred (2,800) votes
Alex Waters	Received Four Thousand Two Hundred and Seventeen (4,217) votes
Matthew R. O'Kane	Received Two Thousand Eight Hundred and Sixty-Six (2,866) votes
Dan A. Moore	Received Four Thousand Four Hundred and Eight-Seven (4,487) votes
Scattering	Received One Hundred and Thirty-Four (134) votes
Total	Fourteen Thousand Five Hundred and Four (14,504) votes

City of Sloan – City Council At-Large

Matt Burton	Received One Hundred and Twenty-Six (126) votes
Curt Larson	Received One Hundred and Three (103) votes
Scattering	Received Seven (7) votes
Total	Two Hundred and Thirty-Six (236) votes

We therefore declare:

Matt Burton to be duly elected for the office of City of Sloan – City Council At-Large for the term of 4 years.
Curt Larson to be duly elected for the office of City of Sloan – City Council At-Large for the term of 4 years.

City of Smithland – Mayor

Elizabeth Peterson	Received Eighteen (18) votes
Scattering	Received Four (4) votes
Total	Twenty-Two (22) votes

We therefore declare:

Elizabeth Peterson to be duly elected for the office of City of Smithland – Mayor for the term of 2 years.

City of Smithland – City Council At-Large

Mary Kay Schroeder	Received Twenty-One (21) votes
Krista J. Sulsberger	Received Fifteen (15) votes
Scattering	Received Two (2) votes
Total	Thirty-Eight (38) votes

We therefore declare:

Mary Kay Schroeder to be duly elected for the office of City of Smithland – City Council At-Large for the term of 4 years.
Krista J. Sulsberger to be duly elected for the office of City of Smithland – City Council At-Large for the term of 4 years.

City of Smithland – City Council At-Large to Fill a Vacancy

JoAnne Hinrickson	Received Thirteen (13) votes
Megan Meyermann	Received Nine (9) votes
Scattering	Received Two (2) votes
Total	Twenty-Four (24) votes

We therefore declare:

JoAnne Hinrickson to be duly elected for the office of City of Smithland – city Council At-Large to fill a vacancy for the term of 2 years.

Kingsley-Pierson School Director At-Large

Lindsay Letsche	Received Sixteen (16) votes
Jason Collins	Received thirty (30) votes
Melissa Harder	Received Forty-Five (45) votes
Megan Plendl	Received Eighteen (18) votes

Scattering	Received Zero (0) votes
Total	One Hundred and Nine (109) votes

Lawton-Bronson School Director District 3

Scattering	Received Thirty-One (31) votes
Bryan Mesz	Received Twenty-Five (25) votes
Total	Fifty-Six (56) votes

Lawton-Bronson School Director District 5

Nicole Garnand	Received One Hundred and Eighty-Eight (188) votes
Scattering	Received Nine (9) votes
Total	One Hundred and Ninety-Seven (197) votes

Maple Valley-Anthon Oto School Director District 1

Karen J. Kennedy	Received One Hundred and Eighty-Six (186) votes
Scattering	Received Eleven (11) votes
Total	One Hundred and Ninety-Seven (197) votes

Maple Valley-Anthon Oto School Director District 3

Trevor Lally	Received Thirty-Seven (37) votes
David Jensen	Received Eighty (80) votes
Dale Wimmer	Received One Hundred and Three (103) votes
Scattering	Received Seven (7) votes
Total	Two Hundred and Twenty-Seven (227) votes

Maple Valley-Anthon Oto School Director District 5

Scattering	Received Thirteen (13) votes
Jana Hamann	Received Sixty-Eight (68) votes
Total	Eighty-One (81) votes

OABCIG School Director District 3

Scattering	Received Zero (0) votes
Trevor Lally	Received One (1) votes
Total	One (1) votes

OABCIG School Director District 4

Ryan Goodman	Received Two (2) votes
Scattering	Received Zero (0) votes
Total	Two (2) votes

OABCIG School Director District 6

Scattering	Received Zero (0) votes
Total	Zero (0) votes

OABCIG School Director At-Large

Jeff Rasmussen	Received One (1) votes
Scattering	Received Zero (0) votes
Kim Blackwell	Received One (1) votes

Total	Two (2) votes
River Valley School Director District 1	
Jessica Wilson	Received Two Hundred and Thirty-Four (234) votes
Scattering	Received Two (2) votes
Total	Two Hundred and Thirty-Six (236) votes

River Valley School Director District 4

Kory Dausel	Received One Hundred and Three (103) votes
Sharleen Duncan	Received One Hundred and Fifty-Five (155) votes
Scattering	Received One (1) votes
Total	Two Hundred and Fifty-Nine (259) votes

River Valley School – Public Measurer WA

Yes	Received One Hundred and Eighty-Nine (189) votes
No	Received Fifty-Three (53) votes
Total	Two Hundred and Forty-Two (242) votes

Sergeant Bluff-Luton School District Director At-Large

Lillyan Rodriguez	Received One Thousand and Sixty-Six (1,066) votes
Matthew A. Britton	Received One Thousand and Ninety-Eight (1,098) votes
Scattering	Received Thirty (30) votes
Total	Two Thousand One Hundred and Ninety-Four (2,194) votes

We therefore declare:

Lillyan Rodriguez to be duly elected for the office of Sergeant Bluff-Luton School Director At-Large for the term of 4 years.

Matthew A. Britton to be duly elected for the office of Sergeant Bluff-Luton School Director At-Large for the term of 4 years.

Sergeant Bluff-Luton School – Public Measure WB

Yes	Received Seven Hundred and Eighty-Three (783) votes
No	Received Eight Hundred and Fifty-One (851) votes
Total	One Thousand Six Hundred and Thirty-Four (1,634) votes

We therefore declare the public measure “Sergeant Bluff-Luton School – Public Measure WB” not to be adopted.

Sioux City School Director At-Large

Michael Lang Bushby	Received Eight Hundred and Eight-Four (884) votes
Perla Alarcon-Flory	Received Two Thousand Two Hundred and Eighty-Six (2,286) votes
Bob Michaelson	Received Three Thousand Four Hundred and Ninety-Three (3,493) votes
Shaun Michael Broyhill	Received One Thousand Three Hundred and Ninety-Four (1,394) votes
Joshua D. Potter	Received One Thousand Nine Hundred and Eighty-Five (1,985) votes
Jan J. George	Received Two Thousand Five Hundred and Fifty-Eight (2,558) votes
Arthur Ryan Baker	Received One Thousand and Sixty-Three (1,063) votes
Chad Krastel	Received Five Hundred and Fifty-Three (553) votes
Amanda Gibson	Received One Thousand Six Hundred and Twenty-Eight (1,628) votes
Scattering	Received Forty-Nine (49) votes
Total	Fifteen Thousand Eight Hundred and Ninety-Three (15,893) votes

Westwood School director At-Large

Brady Worrell	Received Two Hundred and Seventy-Two (272) votes
Chuck Ferris	Received Two Hundred and Twenty-Six (226) votes
Scattering	Received Twelve (12) votes
Total	Five Hundred and Ten (510) votes

Woodbury Central School Director At-Large

Donny Reblitz	Received One Hundred and Forty (140) votes
Clint Thomsen	Received One Hundred and Eighty-Five (185) votes
Jeremy Cross	Received One Hundred and Ninety-Nine (199) votes
Scattering	Received Twenty-Seven (27) votes
Total	Five Hundred and Fifty-One (551) votes

We therefore declare:

Donny Reblitz to be duly elected for the office of Woodbury Central School Director At-Large for the term of 4 years.

Clint Thomsen to be duly elected for the office of Woodbury Central School Director At-Large for the term of 4 years.

Jeremy Cross to be duly elected for the office of Woodbury Central School Director At-Large for the term of 4 years.

Woodbury Central School Director At-Large to Fill a Vacancy

Chet Verschoor	Received One Hundred and Eighty (180) votes
Scattering	Received Five (5) votes
Total	One Hundred and Eighty-Five (185) votes

We therefore declare:

Chet Verschoor to be duly elected for the office of Woodbury Central School Director At-Large to Fill a Vacancy for the term of 2 years.

Western Iowa Tech Community College Director District 2

Bill Anderson	Received Two Hundred and Twenty-Three (223) votes
Scattering	Received Two (2) votes
Total	Two Hundred and Twenty-Five (225) votes

Western Iowa Tech Community College Director District 5

Patricia Sutherland	Received Eight Hundred and Twenty-Nine (829) votes
Scattering	Received Twelve (12) votes
Total	Eight Hundred and Forty-One (841) votes

We therefore declare:

Patricia Sutherland to be duly elected for the office of Western Iowa Tech Community College Director District 5 for the term of 4 years.

Western Iowa Tech Community College Director District 7 to Fill a Vacancy

Scattering	Received One Hundred and Twenty-Five (125) votes
Gregory Alan Aymar	Received Thirty-Four (34) votes
Total	One Hundred and Fifty-Nine (159) votes

Western Iowa Tech Community College Director District 8

Russell Wray	Received Six Hundred and Seventy-Five (675) votes
Scattering	Received Six (6) votes
Total	Six Hundred and Eighty-One (681) votes

7a. A public hearing was held at 4:35 p.m. for proposal to enter into an Amended and Substituted Lease Agreement with the Woodbury County Law Enforcement Center Authority. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by De Witt to close the public hearing. Carried 5-0.

7b. Motion by Taylor second by Radig to approve and authorize the Chairperson to sign a Resolution approving and authorizing an amended and substituted lease agreement by and between Woodbury County Law Enforcement Center Authority and Woodbury County, Iowa. Carried 5-0.

RESOLUTION #13,361
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 of 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.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7c. Motion by De Witt second by Radig to approve and authorize the Chairperson to sign a 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. Carried 5-0.

RESOLUTION #13,362
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.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7d. Motion by Taylor second by De Witt to bid out the county farm for one year (2022). Carried 5-0. Copy filed.
9. Motion by De Witt second by Wright to approve the creation of a Warrant Clerk III position to take effect November 29, 2021. Carried 5-0. Copy filed.
10. Motion by Taylor second by De Witt to purchase the proposal offered by CTI for the Board of Supervisors Room AVI upgrade. Carried 4-1; Wright opposed. Copy filed.

- 11a. Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution bridge embargo. Carried 5-0.

**WOODBURY COUNTY
BRIDGE EMBARGO RESOLUTION
RESOLUTION #13,363**

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.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 11b. Motion by Taylor second by De Witt to award the bid for the Oak Ridge Park project to Holly Brown Construction for \$66,078.50. Carried 5-0. Copy filed.
- 11c. Motion by Taylor second by De Witt to award the quote for semi-tractor trucks to Istate and Freightliner. Carried 5-0. Copy filed.
- 12. There was no action taken to allow a survey at the County Farm.

Carol Hennings, Menville, spoke in opposition to allow the survey.
- 13. The Board heard reports on committee meetings.
- 14. There were no citizen concerns.
- 15. Board concerns were heard.

The Board adjourned the regular meeting until November 16, 2021.

Meeting sign in sheet. Copy filed.



October 18, 2021

To: Iowa County Boards of Supervisors

From: Sheri Jones, President, Iowa County Recorders Association & Jones County Recorder

Re: Electronic Services System 28E Agreement Amendment

I am writing to ask for your action to approve an amendment to the 28E agreement for the Electronic Service System (ESS) – the 28E agreement which governs the county land record information system – better known as “Iowa Land Records”. Iowa Land Records provides public access to more than 21.5 million land records for all 99 counties, and it also provides a statewide electronic filing system. Last year more than half of all recorded documents were processed through Iowa Land Records!

ESS was established in 2005 at the direction of the Iowa Legislature. The legislation required contracts for the system to be administered by the Iowa County Recorders Association. At the time this was fine, because the system was new, financial reporting was simple, and there were not that many contracts. Over time ESS has grown. Operations have become more complex and there are many more contracts in place to manage the services which are provided. Discussions with the State Auditor and our own legal counsel suggested that a small but important modification be made in the 28E agreement. Essentially, the change allows all contracts to be managed through the 28E organization itself instead of through our Association.

In the 2021 legislative session we sought permission from the General Assembly to make this change, and this change was approved in the form of HF 527. The legislation was approved unanimously, and it was signed by the Governor on May 20, 2021.

During this past year we have reviewed this action with the entire membership of the County Recorders Association, and we have also reviewed it with the ISAC staff including Bill Peterson, Lucas Beenken, and Kristi Harshbarger. Additionally, Barry Anderson, Clay County Supervisor and affiliate President has been engaged in the planning process. We believe that we have consensus on the amendment, and it is ready for your action.

An informational webinar on the ESS 28E amendment has been scheduled for Thursday, October 21, 2021 at 1:00 PM Central Time. RSVP for this event at <https://iowalandrecords.org/event/28e-amendment-informational-webinar/>, or send an email to support@clris.com.

Action Requested. Review and adopt a resolution to approve the proposed amendment to the Electronic Services System 28E Agreement at a meeting of your Board. Execute and notarize page 13 of the amendment. Please complete action not later than November 19, 2021. Provide a copy of page 13 and your Board Resolution to your County Recorder, and also send a copy to ESS at 8711 Windsor Parkway, Suite 2, Johnston, IA 50131 (or email a PDF to support@clris.com).

Thank you for your assistance! Please contact us if you have any questions.

A handwritten signature in black ink that reads "Sheri Jones". The signature is written in a cursive, flowing style.

Sheri Jones
President, Iowa County Recorders Association & Jones County Recorder
sheri.jones@jonescountyiowa.gov
319-462-2477

RECEIVED

OCT 20 2021

**WOODBURY COUNTY
BOARD OF SUPERVISORS**

Attachments: HF527 Enrolled and Amendment to the 28E Agreement – Electronic Services System

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

WHEREAS, in 2005 the Electronic Service System 28E was entered into agreement in order to govern the county land record information system to provide public access to land records for all 99 counties; and,

WHEREAS, the State Auditor, the Iowa County Recorders Association and the Iowa State Legislature have proposed a change to the 28E agreement that allows all contracts to be managed through the 28E organization itself instead of through the Iowa County Recorders Association;

WHEREAS, the change was signed into law in HF 527 on May 20, 2021; and

WHEREAS, The proposed amendment to the Electronic Services System 28E agreement, as approved by the Iowa County Recorders Association Executive Board and by the ESS Coordinating Committee on October 4, 2021, and as executed by Deb Kupka, Tama County Recorder and Chair of the ESS Coordinating Committee on October 11, 2021, is hereby approved by the Woodbury County Board of Supervisors on November 16, 2021

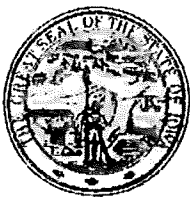
NOW, THEREFORE, Be It Resolved that Woodbury County, Iowa hereby approves to the terms of the attached agreement and authorizes the Chair to sign the attached 28E Agreement.

Passed and approved 16th day of November 2021.

Chairperson, Board of Supervisors

Attest:

County Auditor



KIM REYNOLDS
GOVERNOR

OFFICE OF THE GOVERNOR

ADAM GREGG
LT GOVERNOR

May 20, 2021

The Honorable Paul Pate
Secretary of State of Iowa
State Capitol
Des Moines, Iowa 50319

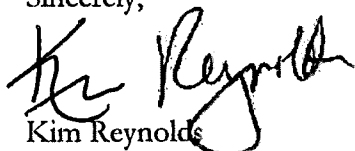
Dear Mr. Secretary,

I hereby transmit:

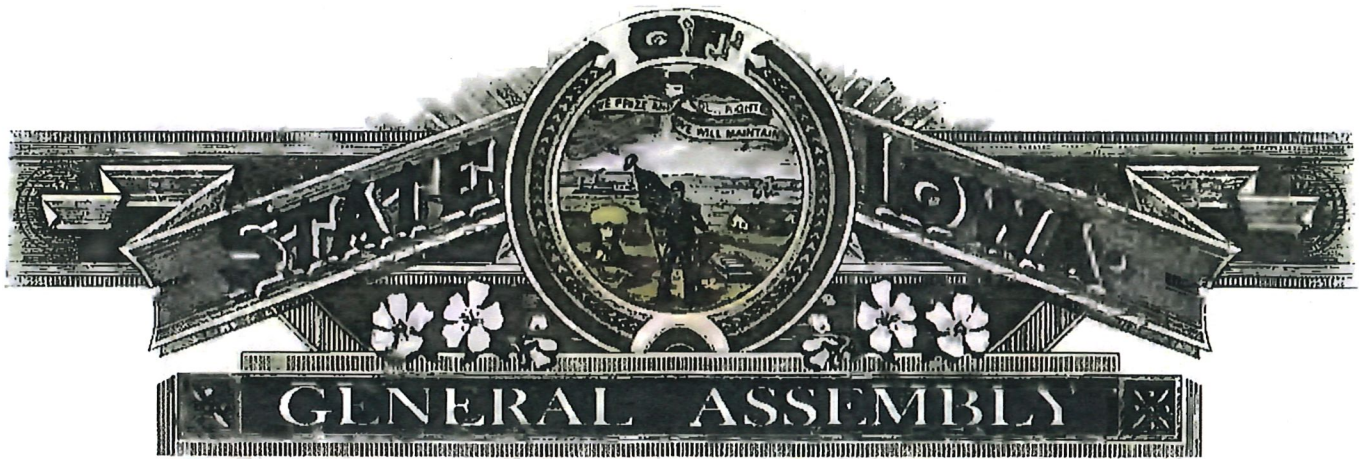
House File 527, an Act relating to the authority of county boards of supervisors to amend an agreement between the counties to implement the county land record information system.

The above House File is hereby approved on this date.

Sincerely,


Kim Reynolds
Governor of Iowa

cc: Secretary of the Senate
Clerk of the House



House File 527

AN ACT

RELATING TO THE AUTHORITY OF COUNTY BOARDS OF SUPERVISORS TO
AMEND AN AGREEMENT BETWEEN THE COUNTIES TO IMPLEMENT THE
COUNTY LAND RECORD INFORMATION SYSTEM.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

Section 1. Section 331.604, subsection 3, Code 2021, is amended by adding the following new paragraph:

NEW PARAGRAPH. *f.* The county land record information system agreement may be amended by a vote of the boards of supervisors on behalf of the respective county recorders, pursuant to the terms of the agreement, to provide for the ongoing implementation of the county land record information system. As used in this paragraph, "*county land record information system agreement*" means the agreement entered under chapter 28E between the counties as required by 2005 Iowa Acts, ch. 179, §101, as amended by this Act.

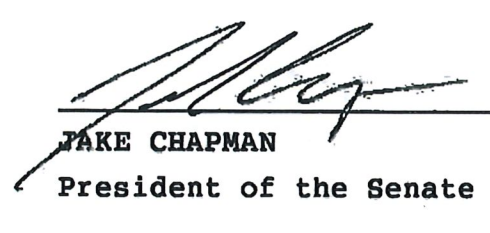
Sec. 2. 2005 Iowa Acts, chapter 179, section 101, subsection 1, is amended to read as follows:

1. The board of supervisors of each county, on behalf of each county recorder, shall execute a chapter 28E agreement with the ~~Iowa county recorders association~~ other counties for the implementation of the county land record information system. ~~Such agreement shall require the Iowa county recorders association to execute contracts necessary for implementation of the county land record information system. The Iowa county recorders association shall submit to the general assembly on~~

~~or before November 1, 2005, a long-range business plan for implementing and maintaining the county land record information system, including a plan for integrating the system with electronic government and internet applications of other governmental entities.~~



PAT GRASSLEY
Speaker of the House



JAKE CHAPMAN
President of the Senate

I hereby certify that this bill originated in the House and is known as House File 527, Eighty-ninth General Assembly.



MEGHAN NELSON
Chief Clerk of the House

Approved May 20th, 2021



KIM REYNOLDS
Governor

AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT

WHEREAS, the Iowa County Recorders Association (hereinafter referred to as “Association”) and the following Counties to wit: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright [See Also Attachment A] entered into the above described County Electronic Services System 28E Agreement; and

WHEREAS, the Electronic Services System was created in 2005 and has implemented electronic recording and electronic transactions in each county and has developed a model statewide land record information system and website to provide electronic access to records and information in the State; and

WHEREAS, the Iowa County Recorders Association and each participating county have been instrumental in creating and expanding the public’s access to public records while at the same time assuring the creation and development of a system that redacts and protects personally identifiable information efficiently and accurately; and

WHEREAS, the Electronic Services System has efficiently and successfully performed the duties specified in Section 331.604 of the Code of Iowa; and

WHEREAS, the Electronic Services System has successfully fulfilled its fiduciary responsibilities to Iowa citizens and counties by transmitting fees paid by customers to Iowa counties for the public services rendered by the System and by conducting an annual financial audit assuring the integrity and efficiency of the Electronic Services System created and developed by the participating Counties and the Iowa County Recorders Association; and

WHEREAS, 2005 Iowa Acts, chapter 179, section 101 has been amended by the Iowa General Assembly (House File 527, 2021 Iowa Acts) to allow the Electronic Services System to amend the agreement to provide for the ongoing implementation of the county land record information; and

WHEREAS, in accordance with the recent amendments by the Iowa legislature, the parties seek to amend and Substitute the County Electronic Services System 28E Agreement and in the process allow the system to contract directly for services thereby eliminating the financial liability of the Iowa County Recorders Association for the direct contractual actions of the Electronic Services System while at the same time allowing for a representative governance system assuring continued leadership by elected County Recorders across the State; and

NOW THEREFORE, the undersigned counties and the Iowa County Recorders Association hereby Amend and Substitute the aforementioned County Electronic Services System 28E Agreement entirely with this **AMENDED AND SUBSTITUTED COUNTY ELECTRONIC SERVICES SYSTEM 28E AGREEMENT** as follows:

1. **PURPOSE.** This Agreement is an Amended and Substituted Intergovernmental Agreement creating and continuing the Electronic Services System administering the county land record information system, a/k/a Iowa Land Records, and other services. The purpose of the Electronic Services System was to establish a system and the necessary associated infrastructure to enable the recordation of various land records by interested parties in all areas of the State, and to provide reasonable public access to the public to land record information, while assuring that personally identifiable information was redacted in accordance with Iowa Law prior to public access to such records through the system.

2. **STATUS AS LEGAL ENTITY.** The Electronic Services System shall hereafter be constituted as a separate and distinct legal entity formed and established pursuant to chapter 28E of the Iowa Code (2021) governed by the governing board as set forth herein. As so constituted, it shall have the following powers:
 - a. To receive and disburse electronically into bank accounts designated by the Electronic Services System and each County Recorder authorized fees for electronic recording and other services.
 - b. To provide Iowa counties with an Electronic Services System for other services provided through the Office of the County Recorder;
 - c. To provide an Electronic Services System for other public agencies or private organizations.
 - d. To contract with any public or private entity to provide all necessary services.
 - e. To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
 - f. To establish a system of accounting and budgeting, and a system for receiving payments;
 - g. To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement; and
 - h. To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.
 - i. Take other routine or ministerial action as needed to provide for the successful operation of the Electronic Services System and/or the county land record information system.
 - j. Establish Policies and Procedures to provide for the governance and operation of the Electronic Services System and a governing board or committee.
 - k. Establish committees and subcommittees as needed to carry out the duties and responsibilities established by the ESS Coordinating Committee (“Committee”).

- l. To sue, or be sued, acquire and own real or personal property necessary for its corporate purpose.
 - m. Adopt a corporate seal and alter the seal at its pleasure.
 - n. To issue debt as it deems necessary to fulfill its purposes.
 - o. Execute all powers conferred in chapter 28E of the Iowa Code (2021) and as subsequently amended from time to time.
3. **DURATION.** This Agreement shall become effective at such time as the undersigned counties have executed this Agreement in the manner hereinafter provided, and this Agreement is filed and recorded as required by Iowa Code section 28E.8 (2021). Copies of the filed and recorded Agreement shall be provided to the member counties. The operations of ESS shall be perpetual unless terminated in accordance with this Agreement.
4. **GOVERNING BOARD.** The Electronic Services System shall be governed by the committee known as the ESS Coordinating Committee (“Committee”).
- a. **Composition of ESS Coordinating Committee.** Initially the Committee shall consist of 10 members, and the number of members may be adjusted in the manner provided pursuant to paragraph 4(d). The members of the Committee shall be appointed by the Iowa County Recorders Association Executive Board.
 - b. Members of the ESS Coordinating Committee shall consist of eight County Recorders who shall be representative of the Electronic Services System membership as follows:
 - i. One County Recorder shall be appointed from each of the six geographic districts established by the Iowa County Recorders Association.
 - ii. One County Recorder shall be appointed from one of five counties with the highest population based on the most recent official U.S. census.
 - iii. One County Recorder who is a member of the Iowa County Recorders Association Executive Board. To the extent practicable, the County Recorders should be representative of the various indexing and imaging systems utilized throughout Iowa. Deputy Recorders shall be eligible to serve on the ESS Coordinating Committee.
 - c. Members of the Committee may also include representatives of stakeholders and professionals who develop, originate or process official real estate documents. Stakeholder representatives shall comprise no more than six positions on the Committee. These members shall be qualified from one of the following groups:
 - i. A person who is a representative of Iowa financial institutions including banks, credit unions or mortgage companies.
 - ii. A person who is a representative of professionals active in the practice of real estate law.
 - iii. A person who is a representative of professionals in abstracting and land title management.
 - iv. A person who is a representative of information technology professionals who serve Iowa counties.
 - v. A person who is representative of professional realtors or brokers.
 - vi. A person who is representative of professional and licensed land surveyors.
 - vii. Any person who is representative of another profession engaged in the Iowa real estate industry.

A stakeholder representative must actively support and contribute to the success of the Electronic Services System.

- d. Adjustments may be made to the composition of the Committee by resolution approved by at least 75% of the Committee and effective upon ratification by the Iowa County Recorders Association Executive Board. In the event the Iowa County Recorders Association Executive Board does not ratify the change in composition of the Committee within 90 days of adoption of the resolution by the Committee, any such change shall be considered defeated.
- e. **Vacancy.** In the event that a vacancy occurs on the Committee as a result of a resignation or for any other reason, the Iowa County Recorders Association Executive Board shall appoint a replacement from the applicable group described in paragraphs 4(b) and 4(c).

5. VOTING

- a. In the conduct of the Committee's business, each member of the Committee will have one vote, and the majority vote of those members present and voting shall decide such matters, unless a different voting threshold is set forth herein.
- b. Committee members may participate and vote via electronic means including teleconference, web conference, or other electronic mediums, subject to the requirements of Chapter 21 of the Iowa Code.
- c. The Chair, or in the Chair's absence, the Vice Chair of the Committee, may vote and participate in discussion, but shall not make or second a motion.

6. OFFICERS

- a. The officers of the Committee shall be the Chair, the Vice Chair and the Secretary/Treasurer, each of whom shall be elected by vote of the Committee at the annual meeting of the Committee.
- b. The Chair shall preside at all meetings of the Committee. The Chair or the Vice Chair in the absence of the Chair shall sign any instruments which the Committee has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed, or where the resolution of the Committee authorizes the signing of such instrument by another person.
- c. In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office.
- d. The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Committee, (ii) the giving of all notices in accordance with this Agreement or any Policies and Procedures, or as otherwise

directed by the Committee or required by law, (iii) acting as custodian of the records of the ESS and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officers and of the Committee representatives and alternates.

- e. The officers of the Committee shall be elected annually by and from the members of the Committee present at the annual meeting of the Committee. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by a nominating committee, must receive a second in order to be considered a candidate and voted on for office.
- f. Each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different participating counties. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Committee for the unexpired portion of the term.

7. **MEETINGS**

- a. Regular meetings shall be held at least quarterly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Committee by no later than the last meeting in last quarter of each calendar year. A copy of the agenda and all materials to be considered at the meeting shall be mailed or delivered to the members of the Committee, at least two (2) business days prior to the meeting, or as may otherwise be set forth in the Policies and Procedures.
- b. Special meetings of the Committee, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair, or shall be called by the Chair at the request of any six participating counties. The notice requirements of subsection (a) shall apply to all special meetings.
- c. All meetings of the Committee shall be conducted in compliance with Chapter 21 of the Code or any successor laws, as the same may be amended or supplemented in the future, and in general accordance with Robert's Rules of Order.
- d. The members present at any properly announced meeting shall constitute a quorum. A quorum is required to be present to convene a meeting of the Committee and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all members present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

- 8. **POLICIES AND PROCEDURES**. The Committee may adopt Policies and Procedures relating to the notice and conduct of its meetings and those of any committees or subcommittees it shall establish. Such Policies and Procedures may be adopted, and may be amended or repealed, by a

majority vote of the members of the Committee present and voting taken at any regularly scheduled or specially called meeting as described in Section 7, hereof, provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

9. **DUTIES.** The Electronic Services System shall have the following duties.

- a. To execute contracts necessary for implementation of the county land record information system as required by law.
- b. To adopt Policies and Procedures for the county land record information system and other public services.
- c. To maintain the county land record information system and website(s)
- d. To integrate land record information managed by county recorders with land record information from other sources, as practicable
- e. To implement and maintain processes for redacting personally identifiable information contained in electronic documents which that are displayed for public access or transferred to another person
- f. To establish standards for recording, processing and archiving electronic documents and records

10. **BUDGET AND ANNUAL REPORT.** The ESS Coordinating Committee shall, prior to January 1 of each year, prepare and adopt a budget for the operation of ESS for the next calendar year. The ESS Coordinating Committee shall make a copy of the ESS budget available to each member county. The ESS Coordinating Committee may amend the ESS budget during the fiscal year.

The accounts of ESS shall be audited and verified by a certified public accountant within two hundred seventy (270) days of each calendar year and a copy thereof provided to the Board of Supervisors and County Recorder of each member of the Agreement, the Auditor of the State of Iowa and, upon request, to any other elected official in a county that is a party to this Agreement.

Not later than July 1 of each year, an annual report concerning the operations of ESS and related county activities shall be provided to the Board of Supervisors of each member of the Agreement.

11. **FUNDING.** ESS shall provide the services referred to in this Agreement to each member county. Funding for the operation of ESS shall be provided through any electronic recording service fee established for these purposes as specified or authorized in the Iowa Code, any payment surcharge or service fee, any service or user fees for other services, and other sources deemed appropriate by the Electronic Services System and its members to be charged for other services or data.

12. **ADDITIONAL MEMBERSHIP.** Any Iowa county may become party to this Agreement and gain membership in ESS by adoption of this Agreement, as it may have been amended, by motion of its board of supervisors. Membership shall be effective upon filing and recording of the Agreement as required by Iowa Code section 28E.8 (2021), with a copy of the filed and recorded Agreement to be provided to Electronic Services System ESS Coordinating Committee and the new member county.

13. **WITHDRAWAL**. Any county, by motion of its board of supervisors, if specifically authorized by a session law, signed by the governor, may withdraw from ESS by giving written notice to the ESS Coordinating Committee no later than June 15 preceding the calendar year of withdrawal. Any such withdrawal will become effective no earlier than January 1 following the date notice is given, or the date specified in the notice, whichever is later. Services of ESS shall continue to be provided to the withdrawing county until the date of withdrawal.
14. **STANDARDS**. Members shall comply with all standards, policies and requirements for the delivery of electronic services adopted by the ESS Coordinating Committee.
15. **AMENDMENTS**. This Agreement may be amended by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee. The passed amendment shall then be submitted to the individual member counties. A separate explanation of the reasons for the amendment shall be included in the transmission of the proposed amendment to the individual member counties. Each county desiring to vote upon the amendment shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed amendment. Any county not voting upon the amendment within this time shall be considered to have approved the amendment. If the amendment receives a majority of the votes of all County members, it shall become effective ten (10) days following the date the vote is tabulated. Amendments shall be filed and recorded as required by Iowa Code section 28E.8 (2021).
16. **NON-LIABILITY**. ESS is a public agency. The ESS Coordinating Committee and individual counties shall not be liable for any acts, deeds, resolutions or other actions of ESS. Each individual county, and its assets and taxing authority may not be reached, attached or executed upon by any creditor or claimant of ESS. The ESS Coordinating Committee and its assets may not be reached, attached or executed upon by any creditor or claimant of ESS.
17. **THIRD PARTY BENEFIT**. Neither the provisions of this Agreement nor the provisions of any agreement that ESS may have with any public or private agency shall inure to the benefit of any other third party or any individual resident or taxpayer of any county and neither this Agreement nor any agreement that ESS may have with any public or private agency may be the basis of a claim or cause of action on behalf of any other third party or any individual resident or taxpayer of any county.
18. **TERMINATION**. If specifically authorized by a session law, signed by the governor, this Agreement may be terminated by motion of the ESS Coordinating Committee which must be approved by at least 75% of the Committee which shall then be submitted for consideration by the individual member counties. A separate explanation of the reasons for the termination shall be included in the transmission of the proposal to the individual member counties. Each county desiring to vote upon the termination shall do so by motion and return to ESS Coordinating Committee a certified copy of the motion indicating the county's vote on any such amendment within sixty (60) days of the date that the county receives a copy of the proposed termination. Any county not voting upon the termination within this time shall be considered to have approved the termination. If the termination receives a majority of the votes of all County members, it shall become effective one hundred and eighty (180) days following the date the vote is tabulated. The termination shall be filed and recorded as required by Iowa Code Chapter 28E (2021).

19. **DISPOSITION OF ASSETS**. The assets of ESS have been supported by annual payments made by each county for the maintenance of integrations with individual county land records management systems. In the event this Agreement is terminated and ESS is abolished, all property of ESS shall be liquidated and distributed equally among the participating counties, or as otherwise directed by applicable Iowa Law, after payment of all just debts, obligations and liabilities of ESS.
20. **SEVERABILITY**. If any portion of this Agreement or the application of this Agreement to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications, and to this end, the provisions of this Agreement are declared to be severable.

Attachment A – ESS Membership

County	Date	Book	Page	Reference No.
Adair	9/15/05	535	14	2005-1670
Adams	8/30/05	101	704	2005 658
Allamakee	9/7/05	2005	2290	2290
Appanoose	10/3/05	2005	2258	2005 2258
Audubon	9/6/05			05-1112
Benton	1/20/06	6	348	06-0348
Black Hawk	9/1/05			200600005959
Boone	9/6/05	2005	5309	055039
Bremer	8/31/05	2005	4097	20054097
Buchanan	12/5/05			2005R004417
Buena Vista	9/7/05	05	3001	53001
Butler	10/20/05	2005	4484	2005-4484
Calhoun	9/7/05	2005	1545	2005-1545
Carroll	10/7/05	2005	3416	3416
Cass	8/31/05	2005	1987	2005 1987
Cedar	8/29/05	749	64	3601
Cerro Gordo	9/7/05	2005	8138	2005_8138
Cherokee	9/7/05	2005	1803	2005 1803
Chickasaw	9/16/05			2005-2036
Clarke	12/21/05	96	442	052320
Clay	9/30/05	2005	3349	3349
Clayton	8/31/05	1	256	2005R03087
Clinton	9/12/05			2005-07742
Crawford	9/6/05			2005-2368
Dallas	9/15/05	2005	15390	15390
Davis	9/12/05	124	46	2005-1246
Decatur	8/30/05	2005	1475	2005-1475
Delaware	9/7/05	2005	3194	3194
Des Moines	9/8/05	2005	005449	2005-005449
Dickinson	9/21/05	24	341	05-06610
Dubuque	9/14/05			2005-00014977
Emmet	9/6/05	2005	1770	2005-01770
Fayette	9/6/05	2005	2904	2904
Floyd	10/11/05	2005	2623	2623
Franklin	9/12/05			20052181
Fremont	8/30/05	2005	1544	20051544
Greene	9/12/05	25	903	2005-1816

Grundy	9/8/05	2005	2461	2005-2461
Guthrie	9/14/05	2005	2761	2005-2761
Hancock	9/7/05			05-1942
Hardin	8/31/05	2005	3056	3056
Harrison	9/8/05	2005	2970	2970
Henry	9/1/05	2005	2514	2514
Howard	9/6/05	23	173	407
Humboldt	8/30/05	05	1923	51923
Ida	9/1/05	5A	85	05 1167
Iowa	9/23/05	755	91	1145
Jackson	9/7/05	2005	3622	05-3622
Jasper	9/22/05	5	7860	200500007860
Jefferson	9/6/05	2005	2195	2005-2195
Johnson	9/15/05	3940	316	
Jones	8/30/05			2005 3077
Keokuk	8/30/05			2005 1650
Kossuth	9/23/05	2005	3426	3426
Lee	9/6/05	05N	2658	2658
Linn	9/29/05	6133	379	
Louisa	9/13/05	644	175	0459
Lucas	9/14/05	A14	965	050443
Lyon	9/16/05	2005	2354	2354
Madison	1/4/06	2006	54	54
Mahaska	9/14/05	2005	3533	3533
Marion	10/3/05	2005	6122	05-6122
Marshall	9/6/05			200500006378
Mills	9/7/05	353	569	3431
Mitchell	9/6/05	2005	1665	1665
Monona	8/30/05	41	200	05-1558
Monroe	9/8/05	2005	1491	1491
Montgomery	9/29/05	288	676	649
Muscatine	8/31/05	2005	06612	2005-06612
O'Brien	9/12/05			2005-2266
Osceola	9/15/05	2005	1382	20051382
Page	9/6/05	2005	2264	20052264
Palo Alto	8/30/05	2005	1784	1784
Plymouth	9/13/05	2005	4417	4417
Pocahontas	8/30/05	159	173	1173
Polk	4/5/06	11595	65	200600093755
Pottawattamie	9/21/05	106	5949	
Poweshiek	10/3/05	0761	0426	3628

Ringgold	8/30/05	310	443	1204
Sac	9/13/05			052048
Scott	9/9/05			200500030241
Shelby	9/6/05			2413-05
Sioux	8/30/05	2005	4913	2005-04913
Story	9/8/05			11251
Tama	9/6/05	41	60	2005-0871
Taylor	10/6/05	97	621	450
Union	9/28/05	831	39	2487
Van Buren	10/3/05	38	837	1300
Wapello	9/16/05	2005	5163	5163
Warren	9/7/05	2005	9880	2005-9880
Washington	8/31/05	2005	3808	2005-3808
Wayne	9/8/05	26	262	05-1802
Webster	8/30/05	2005	5280	5280
Winnebago	8/30/05	2005	1598	05-1598
Winneshiek	9/29/05	2005	4058	4058
Woodbury	10/20/05	679	7101	6637
Worth	8/29/05	2005	2060	20052060
Wright	9/13/05	T	2563	2348

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

28E AGREEMENT

ELECTRONIC SERVICES SYSTEM

Deborah Kupka

Deb Kupka
Chair, Electronic Services System

Date October 11, 2021

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Deb Kupka, being first duly sworn on oath depose and state that I am the Chair of the ESS Coordinating Committee, and that I executed the foregoing instrument as the Chair of the ESS Coordinating Committee and that the statements contained therein are true.

Deborah Kupka
Deb Kupka, Chair, ESS Coordinating Committee

Subscribed and sworn to before me this 11th day of October, 2021.



(SEAL)

Angie Princehouse
Notary Public in the State of Iowa
Name of Notary Angie Princehouse

28E AGREEMENT
ELECTRONIC SERVICES SYSTEM

_____ County, Iowa

By: _____

Date _____

Chairperson _____ County Board of Supervisors

(SEAL)

ATTEST:

County Auditor

STATE OF IOWA)
) ss
COUNTY OF _____)

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

Notary Public in and for the State of Iowa
Name of Notary _____

(SEAL)

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 16, 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
Gonzalez, Rea	Juvenile Detention	11-08-21	P/T Youth Worker			S	Resignation.
Sonier, Emma	Juvenile Detention	11-19-21	P/T Youth Worker	\$20.38/hour		A	Job Vacancy Posted 9-29-21. Entry Level Salary: \$20.38/hour.
Morris, Alyse	County Treasurer	11-29-21	MV Clerk II	\$20.60/hour	5%=\$1.07/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4.
Heath, Debra	County Sheriff	1-30-22	Clerk III			S	Retirement.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: November 16, 2021

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Juvenile Detention	P/T Youth Worker	AFSCME Juvenile Detention: \$20.38/hour		
County Sheriff	Clerk III-Warrant	AFSCME Courthouse: \$21.54/hour		
County Sheriff	Clerk III	AFSCME Courthouse: \$21.54/hour		
County Sheriff	Civilian Jailer	CWA: \$21.02/hour		

Chairman, Board of Supervisors



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: cshiehan@woodburycountyiowa.gov
FAX: 712.279.6522

November 10, 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 for the position of Civilian Clerk 3 due to the letter of intent to retire by Deb Heath. We request this be placed on the agenda for the Tuesday, November 16, 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



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 10th, 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 17th, 2021. We request this be placed on the agenda for Tuesday November 16th, 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, IOWA
A RESOLUTION**

**PROVIDING FOR THE AMENDMENT OF THE ARTICLES OF AGREEMENT WHICH FORMED THE
WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT OF 2014**

WHEREAS, Woodbury County previously signed a resolution to approve the Articles of Agreement creating the Workforce Development Chief Elected Official Consortium (CEO) together with 17 other counties in western and southwestern Iowa, known as the "Western Iowa Workforce Development Area" or WIWDA; and,

WHEREAS, a quorum of the CEO has been difficult to meet, hindering the ability of the CEO to conduct business and provide for smooth operation of the WIWDA; and,

WHEREAS, at their September, 2021 meeting the CEO discussed proposing to the member counties an amendment to the Articles of Agreement to reduce the required quorum from a supermajority (three-fifths or 11 members) to having a minimum of seven members (one-third + 1).

NOW, THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors that it does hereby agree to amend Article 5C of the Articles of Agreement which formed the WIWDA Chief Elected Official Consortium to read as follows:

- C. A quorum of the member counties is required to conduct a meeting. A quorum is defined as one plus one-third of the members.

Passed and approved this _____ day of _____, 2021.

Chair, Woodbury County Board of Supervisors

ATTEST:

Auditor

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

Date: 11/8/2021

Weekly Agenda Date: 11/16/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Tina Bertrand

WORDING FOR AGENDA ITEM:

Request for Property Tax Refund

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Approve property tax refund request for parcel #884717303021 in the amount of \$1,490.00

BACKGROUND:

The customer presented the tax statement for parcel #884717303021 with a Woodbury County paid stamp along with a dollar amount initialed by a Treasurer Department Clerk indicating that they paid the property taxes on 9/15/2020. The dollar amount noted and initialed on the tax statement above the paid stamp is the amount for the 1st half of property taxes for parcel #884717303021, #884708227006, and #894728202014. The customer also presented a document from their bank indicating that the bank paid the property taxes on 9/21/2020.

Department records reflects cash payments for parcels 884708227006 and #894728202014 on September 15, 2020, but not for parcel #884717303021. Department records reflects a 9/22/2020 internet payment made by the bank for parcel #884717303021.

The customer is requesting a refund of over paid property tax based on the tax statement with a Woodbury County paid stamp. A request was made for this document to be reviewed by the County Attorney's office to determine if the document meets the requirement of a receipt as set forth in Iowa Code 445.5 that states the county treasurer shall deliver to the taxpayer a receipt stating the year of tax, date of payment, a description of the parcel, and the amount of taxes, interest, fees, and costs paid when payment is made by cash tender. The County Attorney's response is that the document the customer provided does contain all the elements of a receipt listed under Iowa Code Section 445.5(6.).

A request for Property Tax Refund form has been completed and submitted by the customer.

FINANCIAL IMPACT:

The financial impact is \$1,490.00

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

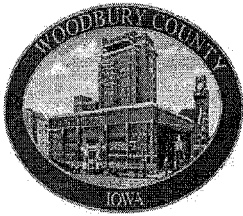
Yes No

RECOMMENDATION:

Recommend that the Board approve the request to refund property taxes in the amount of \$1,490.00

ACTION REQUIRED / PROPOSED MOTION:

Approve motion to refund property taxes.



WOODBURY COUNTY TREASURER

www.woodburycountyiowa.gov
822 Douglas St. Room 102
Sioux City, IA 51101

Mail to:
Woodbury County Treasurer
822 Douglas St., Room 102
Sioux City, Iowa 51101

Request for Property Tax Refund

We hereby request a refund of property tax paid for the following parcels:

PARCEL #	<u>884717303021</u>	Amount	<u>1490</u>
PARCEL #	_____	Amount	_____
PARCEL #	_____	Amount	_____
PARCEL #	_____	Amount	_____

REASON FOR REFUND:

- Over Payment made on 9/15/20 Sold Property on _____
- Duplicate Payment made on _____
- Other: _____

REFUND REQUESTED BY:

Name(s): Binh Sme
(Refund to be issued to name above, Please Print Clearly)

Mailing Address: 4601 Fox hollow ET.

City: Sioux City State: IA Zip: 51106

Phone Number: (515) 735 0048 Email: luuv-houng1888@gmail.com

Printed Name: Binh Date: 11-05-2021

Signature: *Binh*

Office use Only:	
Notes: _____	

Clerk: _____	Date: _____
Refund issued on: _____	Check #: _____

PARCEL

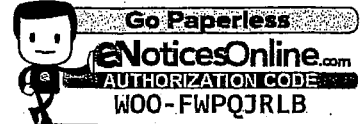
Dist/Parcel: 0087:884717303021 District Name: SC LL SIOUX CITY COMM Class: R
 Receipt #: 033719 Type 2019 CT Location: 4601 FOXHOLLOW CT
 Cont.: Deed: LUU BINH VAN NGUYEN THUY HOUNG THI
 Sec/Twp/Rng Net Acres: 0.000 Ex Acres: 0.00 Mail: LUU BINH VAN NGUYEN THUY HOU
 Legal: STONERIDGE 2ND LOT 9

VALUATIONS AND TAXES:

	This Year		Last Year	
	Assessed	Taxable	Assessed	Taxable
Land:	59,292	32,655	45,800	26,068
Buildings:	0	0	0	0
Dwelling:	87,048	47,941	57,400	32,671

INDEXING:

Other taxes unpaid: NO
 Special Assessments due: NO
 Drainage due: NO
 Tax sale certificate: NO



Less Military Credit: 0

NET TAXABLE VALUE: 146,340 80,596 103,200 58,739

Value Times Levy Rate of:	36.9853700	39.6737600
EQUALS GROSS TAX OF:	\$2,980.87	\$2,330.40
Less Credits of:		
Homestead:	\$0.00	\$0.00
Bus Prop Tax Credit Fund:	\$0.00	\$0.00
Low Income/Elderly Credit:	\$0.00	\$0.00
Ag Land Credit:	\$0.00	\$0.00
Family Farm Credit:	\$0.00	\$0.00
Prepaid Tax:	\$0.00	\$0.00

OWNERS

Deed: LUU BINH VAN NGUYEN THUY HOUNG THI

NET ANNUAL TAXES: \$2,980.00 \$2,330.00

Ag Dwelling Tax: \$0.00 \$0.00 Emergency Management Dollars: County \$133,214.00

Distribution of your current & prior year taxes:

Total property taxes levied by taxing authority:

TAXING AUTHORITY:	% Total	This Year		Last Year		This Year	Prior	Percent +/-
		2020	2019	2020	2019			
SIOUX CITY INC	29.94	\$892.43	\$462.30	\$45,387,094.00	\$43,377,212.00	4.63		
207 DONNER PARKORIG	28.57	\$851.27	\$1,302.56	\$0.00	\$0.00	100.00		
SIOUX CITY COMM	25.84	\$770.07	\$376.61	\$38,267,984.00	\$38,853,912.00	-1.51		
COUNTY CITY	13.12	\$391.11	\$157.60	\$31,524,634.00	\$29,440,614.00	7.08		
WEST IA TECH	1.60	\$47.61	\$19.09	\$8,281,616.00	\$7,924,723.00	4.50		
CITY ASSESSOR	0.70	\$20.80	\$9.09	\$1,145,472.00	\$1,159,668.00	-1.22		
COUNTY AG EXTENSION	0.22	\$6.56	\$2.69	\$535,278.00	\$517,605.00	3.41		
T.B. ERAD	0.01	\$0.15	\$0.06	\$12,822.00	\$12,396.00	3.44		
Total	100.00	\$2,980.00	\$2,330.00	\$125,154,900.00	\$121,286,130.00			

2980 3 → 9/20 3984 AM 31 → 9/21

YOU MAY PAY ONLINE AT: www.iowaTreasurers.org

Woodbury County Treasurer
 www.taxdept@woodburycountyia.gov
 822 Douglas Street, RM 102
 Sioux City, IA 51101-1029
 (712) 279-6495

Receipt #
033719

DUE Sept 1, 2020

\$1,490.00

Date Paid: SEP 15 2020

Check #: WOODBURY COUNTY

DUE March 1, 2021 \$1,490.00

Date Paid: MAR 08 2021 1490/21

Check #: 361

Retain this lower portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.



Woodbury County Treasurer
 822 Douglas St. Suite 102
 Sioux City, IA 51101

Receipt Number: R00125961
 Cashier Name: Janet Trimpe
 Terminal Number: 99
 Receipt Date: 9/22/2020 7:39:58 AM

Trans Code: 100 - Tax Collections

Parcel: 884717303021 First Half

Owner: LUU BINH VAN NGUYEN THUY HOUNG THI

033719 - 2019 Tax 1,490.00

Account: 884717303021 PRIMEBANK

\$1,490.00

Total Balance Due: \$1,490.00

Payment Method: 7-Internet Payor: PRIMEBANK

Reference: Import Payment Amount: \$1,490.00

Total Payment Received: \$1,490.00

Change: \$0.00

2494
 1490
 3984

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

Date: 11/10/2021 Weekly Agenda Date: 11/16/2021

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

WORDING FOR AGENDA ITEM:

Consideration of a utility permit for installation of underground communication line in county right of way

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Telecom Construction for Lumen has applied for a permit to allow the installation of a new underground telecommunications line/house drop in county right of way at 1584 120th Street.

BACKGROUND:

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the locations and recommends that the work be allowed.

FINANCIAL IMPACT:

No financial impact to the county.

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

Yes No

RECOMMENDATION:

Recommend approval of the permit for the Telecom Construction for Lumen.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the underground utility permit for Telecom Construction for Lumen and to direct the chair to sign the permits.

**PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION**

JOB # 21166171

REQUEST BY APPLICANT:

Name Telcom Construction for Lumen

Highway _____

Township _____

Address PO Box 189, Clearwater MN 55320

City of Sioux City

Office Phone 320-321-0235

Local Phone _____

Section: $\frac{1}{4}$ of $\frac{1}{4}$ Sec

Type of Utility Installation Buried service wire/telecommunications

T N, R W

Plans Prepared By Telcom Construction for Lumen

Copy Enclosed Yes No

Map Showing Location Enclosed Yes No

Utility Location is cross right-of-way

parallel to right-of-way

overhead

underground

Proposed Method of Installation

tunnel

suspend on poles

cased

jack & bore

suspend on towers

trench

open cut

plow

Plow 350ft 3 pair 24 guage cable from house to PED including bore under 120th St

Estimated Starting Date 11/08/21

Estimated Restoration Date 06/20/22 1 day

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By Jessica Voigt
(Signature of Authorized Utility Representative)

Title Permit Clerk

Date 11/08/21

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____
(Signature of Woodbury County Board Chairman)

Title _____

Date _____

By _____
(Signature of Woodbury County Engineer)

Title _____

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

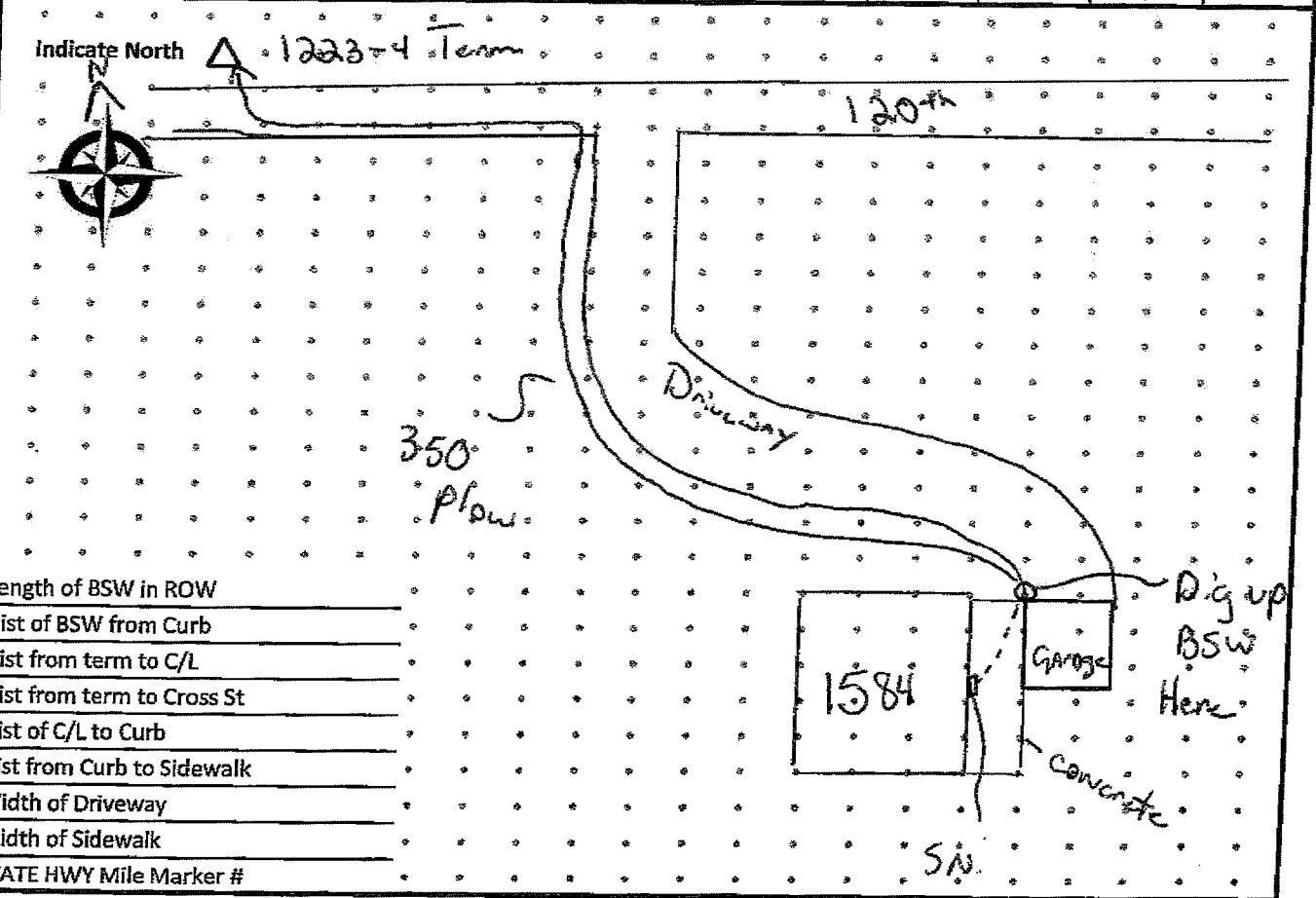
NPA / N NX (Wire Center): 712.239

Date Submitted: 10-21-21

Installation / Repair / Preprovisioning (Please Circle One of the Above) Job ID N25330968 TN 712 239-1494 (Please Check One of the Below) <input checked="" type="radio"/> 1. HELD for BSW <input type="radio"/> 2. HELD - cannot locate ENCAP <input type="radio"/> 3. OOS - cannot lay temp <input type="radio"/> 4. HELD for F1-F2 (also needs BSW) <input type="radio"/> 5. TEMP Placed <input type="radio"/> 6. TEMP Found - Same Job <input type="radio"/> - Other Location <input type="radio"/> 7. Add Line	Customer Name: Bill Krammer Address: 1584 120th St City: Sioux City 911 Address:
	Phone: 712 239 1494 CBR: 712 490 3759 Subdivision: Lot: Block: County: Woodbury Section: Range: Twship: Quarter Section: (circle one) NW NE SW SE Submitted By Name: Rob Blades EC: 662 Pgr/Cell: 490 4437 Supervisor: Chris Lovelace Office # Pgr: Customer was contacted: (circle one) verbally by card

Hudson / King: Yr. Pg. Terminal Address: **PS1223-4**
 Cross Street: **Buchanan Ave** Total BSW Footage: **350** Type of Wire: **(3pr) 6pr**

L-INFO:	L	F	NW	4	Fiber	G	3	S	N	C
	LE	F,R,S	N,E,S,W	1-2-3-4-5-6-7	W,S,P,O,C	G,A,M,N	3/6	S,N	P,N	C



Length of BSW in ROW
Dist of BSW from Curb
Dist from term to C/L
Dist from term to Cross St
Dist of C/L to Curb
Dist from Curb to Sidewalk
Width of Driveway
Width of Sidewalk
STATE HWY Mile Marker #

Permit Required Hand Dig (NOTE: Hand Dig must be 12")

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

Date: 11/10/2021 Weekly Agenda Date: 11/16/2021

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

WORDING FOR AGENDA ITEM:

Consider resolution to revise the Woodbury County FY 2022 Five Year Road Construction Program.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county needs to advance bridge replacement projects for E-299-1 and M-299 to the FY 2022 accomplishment year in the FY 2022-2026 Construction Program.

BACKGROUND:

The project to replace bridge A-24 has been delayed due to changes in project eligibility. The county is advancing the project to replace bridge E-299-1 on Correctionville Road to replace it for 2022 construction. The M-299 bridge has been closed following the 2021 inspection and is also advanced to allow construction. Construction of both projects is proposed for the 2022 construction season.

FINANCIAL IMPACT:

The E-299-1 project is paid for with SWAP funds. The M-299 project is paid for with 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:

That the Board approve the resolution amending the FY 2022-2026 construction program.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution to amending the FY 2022-2026 construction program.

2022 County Five Year Program Resolution 0.1

Woodbury County Secondary Roads

Unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan.

The Board of Supervisors of Woodbury County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project(s) in the accomplishment year (State Fiscal Year 2022), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.23 and Iowa DOT Instructional Memorandum 2.050.

The following projects shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
L-B(M299)—73-97 Taylor Ave Bridge M299 35165	On TAYLOR AVE, Over STREAM, from 230th St N 0.8 miles in Section 2 T87N R42W	5 0.000 miles 351220	320 Bridges Local	added 550,000 Local dollars to 2022 removed 550,000 Local dollars from 2025	\$550,000
BROS-SWAP-C097(E-299- 1)—FE-97 Bridge E-299-1 14259	On CORRECTIONVILLE RD, Over WHISKEY CREEK, from Charles Ave. E 0.1 miles in Section 35 T89N R46W Bridge Replacement	150 0.000 miles 355450	320 Bridges SWAP	added 1,000,000 SWAP dollars to 2022 removed 1,000,000 SWAP dollars from 2023	\$1,000,000

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$1,800,000	\$2,350,000	\$550,000
Farm-to-Market	\$1,962,000	\$1,962,000	\$0
Special	\$0	\$0	\$0
SWAP	\$4,775,000	\$5,775,000	\$1,000,000
Federal Aid	\$0	\$0	\$0
Totals	\$8,537,000	\$10,087,000	\$1,550,000

Recommended

County Engineer

Date

Approved

Chair Board of Supervisors

Date

Attested

I, _____, Auditor in and for Woodbury County, Iowa, do hereby certify the above and foregoing to be a true and exact copy of a resolution passed and approved by the Board of Supervisors of Woodbury County, Iowa, at its meeting held on the _____ day of _____, _____

County Auditor

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

Date: 11/08/2021 Weekly Agenda Date: 11/16/2021

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

WORDING FOR AGENDA ITEM:

Receive and consider quotes for project number L-B(B64)--73-97

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county engineer has requested quotations for the production of a pre-cast bridge structure to replace the existing bridge B-64.

BACKGROUND:

The county programmed bridge B-64 for replacement in fiscal year 2023. The existing bridge is structurally deficient and functionally obsolete and has a restricted load posting.

FINANCIAL IMPACT:

The project is paid for with a 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:

- 1) I recommend that the Board receive bids for pre-cast bridge production and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

ACTION REQUIRED / PROPOSED MOTION:

- 1) Motion to receive bids for pre-cast bridge production and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.

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

Date: 11/8/2021 Weekly Agenda Date: 11/16/2021

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

WORDING FOR AGENDA ITEM:

Approve contract for the Oak Ridge Park project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board awarded the bid for repairs to a dike and outlet structure for a watershed in Oak Ridge Park for the Conservation Department to Holly Brown Construction at their November 09 2021 meeting.

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:

Recommend that the board approve the contract for the Oak Ridge Park project.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the contract for the Oak Ridge Park project to Holly Brown Construction for \$66,078.50

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

Date: 11/09/21 Weekly Agenda Date: 11/16/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dan Heissel, Conservation Director

WORDING FOR AGENDA ITEM:

Browns Lake CIP Projects - Discuss Funding Sources

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

I have discussed this with the Board during budget review in regards to CIP Project at Browns Lake which includes the road replacement, concessions/restrooms, beach and playground replacement.

BACKGROUND:

In discussions with Dennis on how we would proceed we have discussed two options, do a revenue bond like we did with the Nature Center Road and Snyder Bend road and then the Conservation Board repays with revenues and makes a yearly payment toward bond, usually a ten year bond. Second option Dennis has mentioned is a low interest loan from local bank to cover costs and then we repay the same way

FINANCIAL IMPACT:

No financial impact for board on tax dollars as we would use our park revenues as in the past to pay for the improvements through yearly bond or loan payments. We are looking at around 1.2 million for the total project.

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 Supervisors approve this funding mechanism for our CIP project at Browns Lake so that I can continue to let bids this fall and have things ready to go this spring with contractors.

ACTION REQUIRED / PROPOSED MOTION:

I don't know if a motion is needed or just general direction from the board at this time, I would lean on Dennis for recommendation at this time.

Resolution for Interfund Operating Transfers
Resolution #

Whereas, it is desired to authorize the Auditor to periodically transfer sums from General Basic Fund to the Justice Center Maintenance Fund (4755) during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move additional rent obligation to the Justice Center Maintenance Fund(4755) to be in compliance with the lease agreement (Section 7.2) with the Justice Center Authority,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Basic Fund to the Justice Center Maintenance Fund (4755) for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 400,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on November 16th, 2021, the vote being as follows:

Ayes:

Nays:

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