



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(DECEMBER 21 2021) (WEEK 51 OF 2021)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

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

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held December 21, 2021 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 8 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 December 14, 2021 meeting
4. Approval of claims
5. Juvenile Detention – Ryan Weber
Receive Juvenile Detention's November Population Report
6. County Treasurer – Tina Bertrand
Approval of lifting tax suspension for T.H.

7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Presentation of Award Certificate to Cynthia Wiemold
 - c. Approve the Woodbury County Travel and Expense Policy Addendum
8. Community & Economic Development – David Gleiser
 - a. Approve the appointment of Tom Thiesen to the Board of Adjustment for a new 5-year term
 - b. Approve the appointment of Corey Meister to the Planning & Zoning Commission for a new 5-year term

End Consent Agenda

- | | | | |
|--------------------------------|--|--|-------------|
| | 9. Community & Economic Development – David Gleiser | | |
| | a. Approve and authorize the Chairman to sign the Release of Mortgage made to CEDCORP, INC. | | Action |
| 4:40 p.m.
(Set time) | b. Conduct the public hearing on an ordinance relating to the assessment of wind energy conversion property as authorized by Iowa Code Chapter 427B.26 | | Action |
| | c. Conduct the third reading of the ordinance | | Action |
| 4:45 p.m.
(Set time) | 10. County Auditor – Patrick Gill | | |
| | Public hearing for the consideration of an ordinance fixing the boundaries of the Woodbury County voting precincts and the supervisors’ districts in Woodbury County | | Action |
| | a. Approve the first reading of the ordinance | | Action |
| | b. Waive the second and third readings | | Action |
| | c. Adopt the ordinance | | Action |
| | d. Authorize the chairman to sign the county reprecincting certification | | Action |
| | e. Authorize the chairman to sign the county redistricting certification | | Action |
| | 11. Siouxland Regional Transit System – Bill Cole | | |
| | Approve a motion to direct staff to work with the Siouxland Regional Transit System to prepare a memo of understanding, a loan agreement, prepare a Resolution to approve issuance of facility revenue bonds | | Action |
| | 12. Siouxland District Health – Kevin Grieme | | |
| | Approve and allow the agreement to be signed with HCI Construction for window replacement in the amount of \$75,150 | | Action |
| | 13. Reports on Committee Meetings | | Information |
| | 14. Citizen Concerns | | Information |
| | 15. Board Concerns | | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., DEC. 22	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., DEC. 23	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
MON., DEC. 27	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUE., DEC. 28	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
MON., JAN. 3	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
WED., JAN. 5,	3:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., JAN. 6	10:00 a.m.	COAD Meeting, The Security Institute
WED., JAN. 12	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THU., JAN. 13	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED., JAN. 19	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., JAN. 20	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., JAN. 21	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
MON., JAN. 24	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
TUE., JAN. 25	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
WED., JAN. 26	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., JAN. 27	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce

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.

DECEMBER 14 2021, FIFTIETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, December 14, 2021 at 4:30 p.m. Board members present were Taylor, Ung (by phone), De Witt, Radig, and Wright. Staff members present were Heather Satterwhite, Public Bidder, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Services Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Radig second by De Witt to approve the agenda for December 14, 2021. Carried 5-0. Copy filed.

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

3. To approve minutes of the December 07, 2021 meeting. Copy filed.
4. To approve the claims totaling \$1,005,564.72. Copy filed.
5. To approve the reclassification of Colin Ryan, Assistant County Engineer, Secondary Roads, effective 12-27-21, \$100,398/year, 3.25%=\$3,160/year. Per Wage Plan Matrix, 6 month Salary Increase. Copy filed.
6. To approve Farm Cash Rent Lease with Rick Bousquet, Bousquet Dairy, Inc. Copy filed.

Carried 5-0.

7. Motion by Taylor second by Radig to approval and authorize the Chairperson to sign a Resolution Authorizing Woodbury County, Iowa to enter into Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.; and agree to the terms of the Iowa Opioid Allocation Memorandum of Understanding. Carried 5-0.

RESOLUTION #13,375

AUTHORIZING WOODBURY COUNTY, IOWA TO ENTER INTO SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC.; AND AGREE TO THE TERMS OF THE IOWA OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING.

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Settling Defendants") have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively "Settlement Agreements");

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court's Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements ("Iowa Opioid Funds");

WHEREAS, the Law Firms have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the Iowa Opioid Funds will be allocated, which has resulted in the proposed Iowa Opioid Allocation Memorandum of Understanding ("Allocation MOU"), which is an agreement between all of the entities who are signatories to the Allocation MOU;

WHEREAS, a copy of the Allocation MOU and the Exhibits to that MOU has been provided with this Resolution;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State ("the Iowa Abatement Share") and (ii) 50% to Participating Local Governments ("LG Share"), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution ("LG Abatement Share").

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU ("Direct Distribution Percentage"). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the "Direct Distribution Amount").

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU.

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the "Core Strategies" listed in Schedule A of Exhibit 1 to this MOU.

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity's Direct Distribution Amount, called the "LG Abatement Fund" or something similar. Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

WHEREAS, each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

WHEREAS, the Settlement Agreements provide for the payment of attorney's fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys representing plaintiffs in the Litigation (the "National Attorney's Fee Fund").

WHEREAS, the Law Firms intend to make application to the National Attorney Fee Fund. However, because there is still uncertainty regarding what counsel for litigating local governments will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Parties to the Allocation MOU desire to fairly compensate outside counsel for the work done on behalf of the Participating Local Governments

in Iowa, the Allocation MOU provides that a fund be created from 15 % of the LG Share attributable to the Participating Local Governments ("Iowa Backstop Fund");

WHEREAS, the Iowa Backstop Fund is meant to compensate outside counsel for participating local governments only for amounts not recovered from the National Attorney's Fee Fund attributable to their Iowa clients;

WHEREAS, to be eligible for the Iowa Backstop Fund, the Law Firms must first seek payment from the National Attorneys' Fee Fund and may not recover amounts attributable to Counsel's representation of the Litigating Counties received at the National Attorneys' Fees Fund from the Iowa Backstop Fund;

WHEREAS, Woodbury County, by this Resolution, agrees to the creation of the Iowa Backstop Fund in the amount of 15% of the LG Share attributable to the Litigating Local Governments in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall the total of the amounts received by the Law Firms at the National Attorney's Fee Fund related to the Litigating Counties and the amount received at the Iowa Backstop Fund exceed the amount the Law Firms would have been entitled to pursuant their fee contract with the Litigating Counties;

WHEREAS, Woodbury County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution ("the LG Abatement Fund");

WHEREAS, Woodbury County's LG Abatement Fund shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU;

WHEREAS, Woodbury County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, if Woodbury County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County intends to be bound by the Settlement Agreements; (3) approves the Allocation MOU; (4) executes the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize Woodbury County to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

NOW, THEREFORE, BE IT RESOLVED: the Woodbury County Board of Supervisors hereby approves and authorizes PJ Jennings, Woodbury County Attorney, to settle and release the County's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding.

BE IT FURTHER RESOLVED: Woodbury County will establish an account separate and distinct from the County's general fund which shall be titled "LG Abatement Fund", or something similar, to receive the LG Abatement Share from the Settlement Agreements.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Woodbury County Board of Supervisors and any other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Adopted by the Woodbury County Board of Supervisors this 14th day of December, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 8a. A public hearing was held at 4:40 p.m. for Ordinance related to the Assessment of Wind Energy Conversion Property as Authorized by Iowa Code Chapter 427B.26. The Chairperson called on anyone wishing to be heard.

Motion by De Witt second by Taylor to receive document regarding the Utility Replacement Task Force. Carried 5-0. Copy filed.

Eric Nelson, Merville, addressed the Board with concerns regarding the Ordinance.

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

- 8b. Motion by Radig second by Wright to conduct the 2nd reading of the Ordinance for Wind Energy Conversion Property as Authorized by Iowa Code Chapter 427B.26. Carried 5-0. Copy filed.

9. The Board heard reports on committee meetings.

10. County Attorney Jennings addressed the Board regarding incentives for employees with COVID funds. Eric Nelson, Merville, addressed the Board with concerns regarding road reclassifications.

11. Board concerns were heard.

The Board adjourned the regular meeting until December 21, 2021.

Meeting sign in sheet. Copy filed.

Woodbury County Juvenile Detention Census for November

Woodbury County Juvenile Holds

1. 227 Days 8 Hours (As of 12-5-2021)
2. 37 Days 23 Hours (When Released)
3. 49 Days 21 Hours (When Released)
4. 13 Days 6 Hours (When Released)
5. 40 Days 3 Hours (When Released)
6. 2 Days (When Released)
7. 1 Day 17 Hours (When Released)
8. 13 Days 3 Hours (As of 12-5-2021)

Adult Court Holds All Counties

1. 218 Days 11 Hours- Woodbury Co. (As of 12-5-2021)
 2. 111 Days- Monona Co. (As of 12-5-2021)
3. 64 Days 7 Hours- Woodbury Co. (When Released)
4. 34 Days 4 Hours- Woodbury Co. (When Released)
5. 58 Days 6 Hours- Polk Co. (As of 12-5-2021)
6. 1 Day 16 Hours- Monona Co. (When Released)

Macy/Omaha Nation Holds

1. 34 Days (As of 12-5-2021)

Intake and Release

1. 16 Hours 20 Minutes
2. 1 Hour 10 Minutes

3. 1 Hour 15 Minutes
4. 6 Hours 50 Minutes
5. 40 Minutes
6. 1 Hour 20 Minutes
7. 3 hours
8. 2 Hours 25 Minutes
9. 2 Hours 5 Minutes
10. 1 Hour 30 Minutes
11. 5 Hours 30 Minutes
12. 2 Hours 50 Minutes
13. 4 Hours 45 Minutes
14. 2 Hours 10 Minutes
15. 1 Hour 30 Minutes
16. 5 Hours

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: December 21, 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
Holsinger, Kenzie	Juvenile Detention	12-28-21	P/T Youth Worker	\$20.38/hour		A	Job Vacancy Posted 11-17-21. Entry Level Salary: \$20.38/hour.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

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

Date: 12/16/2021 Weekly Agenda Date: 12/21/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas

WORDING FOR AGENDA ITEM:

Presentation of Award Certificate to Cynthia Wiemold.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Presentation of Award Certificate for 4 hours of Paid Time Off to Cynthia Wiemold.

BACKGROUND:

On 6-16-15 the Board of Supervisors approved the participation of Woodbury County employees in the City of Sioux City Blood Drives and to provide the same incentive of four hours of paid time off to employees who reach gallon milestones. Recipients of this award have been kind enough to donate to the blood bank for the benefit of others.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

CERTIFICATE OF AWARD
FOUR (4) HOURS OF PAID TIME OFF
AWARDED TO
CYNTHIA WIEMOLD

**FOR THE GENEROUS DONATION OF 17 GALLONS TO THE LIFESERVE BLOOD CENTER
(TIME OFF MUST BE REDEEMED WITHIN SIX MONTHS FROM THE DATE BELOW)**

Rocky DeWitt, Board of Supervisors, Chairman

Keith Radig, Board of Supervisors

Jeremy Taylor, Board of Supervisors

Matthew Ung, Board of Supervisors

Justin Wright, Board of Supervisors



December 21, 2021

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

Date: 12/14/2021 Weekly Agenda Date: 12/21/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: <u>Melissa Thomas HR Director</u>		
WORDING FOR AGENDA ITEM: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Approve the Woodbury County Travel and Expense Policy Addendum</div>		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Public Hearing <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

EXECUTIVE SUMMARY:

Woodbury County's travel policy is being amended to abide by Iowa Code 80.45A.

BACKGROUND:

Beginning 01/01/2022 lodging providers in the State of Iowa paid for by public funds must have all employees certified in human trafficking prevention training per Iowa Code 80.45A. County employees are required to ensure a lodging provider in Iowa is certified before the utilization of that provider for county business. A certified provider list can be found at StopHTIowa.org.

FINANCIAL IMPACT:

0

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:

Pass the motion

ACTION REQUIRED / PROPOSED MOTION:

Approve the Woodbury County Travel and Expense Policy Addendum effective 01/01/2022

Woodbury County Travel and Expense Policy Addendum

Purpose: To establish policy and guidelines regarding the use of County funds at Iowa lodging providers.

Statement of Policy:

General. Effective January 1, 2022, Iowa Code Section 80.45A prohibits the expenditure of public funds at an Iowa lodging provider if the entity has not certified that staff have been trained in human trafficking prevention. Lodging providers include, but are not limited to, hotels, campsite, and AirBNBs. County employees shall ensure a lodging provider is certified as required by Section 80.45A prior to procuring lodging, meeting space, or hosting an event with the lodging provider. Certified lodging providers can be found at www.stophtiowa.org.

EFFECTIVE 01/01/2022

Board Chairman Signature: _____

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

Date: 12/15/21 Weekly Agenda Date: 12/21/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Consideration of Appointment to the Board of Adjustment

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board to consider appointing 1 applicant from the candidate pool to the Board of Adjustment (BOA) for a 5-year term.

BACKGROUND:

Tom Thiesen was appointed by the Board of Supervisors in 2017 to the Board of Adjustment for a 5-year term. Thiesen is reapplying for a new 5-year term (see attached application). Thiesen meets the requirements to serve and his references have been verified.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the appointment of Tom Thiesen (effective 1/1/22) to the Board of Adjustment for a new 5-year term.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the appointment of Tom Thiesen (effective 1/1/22) to the Board of Adjustment for a new 5-year term.

APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: www.woodburycountyiowa.gov

Application For:

~~(Board)~~ Commission

Date 11/3/21 E-mail Address thiesentb@gmail.com

Name Tom Thiesen

Address 2225 150th St. Lawton, IA. 51030

Phone Number _____

Fax Number _____

Business Phone _____

Cell Phone 712-251-4266

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Worked as Pesticide Investigator for IA. Dept. of Ag.
I interviewed home owner in town + on acreages. I also interviewed farmers and pesticide applicators. I would decide which course of action needed to be followed according to Iowa Codes. Currently serve as a Banner Township Trustee

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

As needed up to 20 hrs/week if unnecessary.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

I have lived in rural Woodbury County for the past 47 years. I currently live on 40 acres where we have a cowherd and raise alfalfa. With my agriculture background I would like to see rural development but not at the expense of agriculture.

■ Contributions you feel you can make to the Board/Commission:

From my experience as a pesticide investigator I learned to hear all side of dispute and try to find a solution or compromise. I have a working knowledge apiaries, vine yards, organiss gardens, dairies + farms

■ **Direction/role you perceive of this Board/Commission:**

Continue the Rural Development of Woodbury County while looking out for the interest of farm & home owners, tenants & developments.

■ **In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?**

I have worked with the DNR, State & Local Law Enforcement agencies and county Extension personnel to help solve Pesticide misuse investigations. I also worked 15 years in fertilizer and chemical industry and dealt with farmers on a daily basis.

■ **Please provide two references who may be contacted on your qualifications for this position.**


Name	Address	Phone number	Email address	Relationship
Leroy Baggs	1532 Garner Ave. Merville IA 51039	712 8701344		Friend
Mike Miller	2312 150th St Lawton, IA 51030	712-251-1973		Friend

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Tom Pleston Date 11-3-21

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

Advertisement Dates

<div style="text-align: center;">  <p>WOODBURY COUNTY COMMUNITY & ECONOMIC DEVELOPMENT</p> </div> <div style="text-align: center; margin-top: 10px;"> <h3>COMMISSION & BOARD OPENINGS</h3> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 50%; padding: 5px;">ZONING COMMISSION</th> <th style="width: 50%; padding: 5px;">BOARD OF ADJUSTMENT</th> </tr> <tr> <td style="text-align: center; padding: 5px;">1 OPENING</td> <td style="text-align: center; padding: 5px;">1 OPENING</td> </tr> <tr> <td style="padding: 5px;">January 2022 to December 2026</td> <td style="padding: 5px;">January 2022 to December 2026</td> </tr> </table> <div style="font-size: 8px; margin-top: 5px;"> <p>The Zoning Commission is a commission of five citizens appointed by the Woodbury County Board of Supervisors. The Commission is responsible for preparing and making recommendations to the Board of Adjustment and Board of Supervisors on issues concerning the general plan and amendments, rights-of-way dedications, vacations, partial vacations, subdivision plats, amendments to the ordinance, rezoning, and development. Members shall be residents of the unincorporated area of the County and serve terms of five years without compensation.</p> <p>The Board of Adjustment is a quasi-judicial board of five citizens appointed by the Woodbury County Board of Supervisors. The Board hears and decides appeals to any order, requirement, decision, or determination made by an administrative officer in the enforcement of the County's zoning ordinance; hears and reviews variances and special exceptions from the terms of the zoning ordinance; and decides applications for conditional use permits. Members shall be residents of the unincorporated area of the county and serve terms of five years without compensation.</p> </div> <div style="text-align: center; margin-top: 10px; background-color: #0056b3; color: white; padding: 5px;"> <p>MUST BE A RESIDENT OF RURAL UNINCORPORATED WOODBURY COUNTY For more information, call 712-279-6609 Applications can be downloaded at www.WoodburyCountyCED.com APPLICATION DEADLINE: DECEMBER 15, 2021</p> </div>	ZONING COMMISSION	BOARD OF ADJUSTMENT	1 OPENING	1 OPENING	January 2022 to December 2026	January 2022 to December 2026	<div style="text-align: center;">  <p>WOODBURY COUNTY COMMUNITY & ECONOMIC DEVELOPMENT</p> </div> <div style="text-align: center; margin-top: 10px; border: 2px solid black; padding: 5px;"> <h3>COMMISSION & BOARD OPENINGS</h3> </div> <div style="text-align: center; margin-top: 5px; border: 2px solid black; padding: 5px;"> <h3>NOW ACCEPTING APPLICATIONS FOR</h3> </div> <div style="text-align: center; margin-top: 5px; border: 2px solid black; padding: 5px;"> <h3>WOODBURY COUNTY Zoning Commission & Board of Adjustment</h3> </div> <div style="text-align: center; margin-top: 5px; border: 1px solid black; padding: 5px; font-size: 8px;"> <p>Must be a resident of rural unincorporated Woodbury County</p> </div> <div style="text-align: center; margin-top: 5px; border: 1px solid black; padding: 5px; font-size: 8px;"> <p>For more information, call 712-279-6609</p> </div> <div style="text-align: center; margin-top: 5px; border: 1px solid black; padding: 5px; font-size: 8px;"> <p>Applications can be downloaded at www.WoodburyCountyCED.com Application Deadline: Dec. 15, 2021</p> </div>	<p style="font-size: 8px;">Woodbury County seeks qualified applicants to its Zoning Commission and Board of Adjustment.</p> <p style="font-size: 8px;">Zoning Commission (1 Appointment Available) The Zoning Commission is a commission of five citizens appointed by the County Board of Supervisors. The Commission is responsible for preparing and making recommendations to the Board of Adjustment and Board of Supervisors on issues concerning the general plan and amendments, rights-of-way dedications, vacations, partial vacations, subdivision plats, amendments to the ordinance, rezoning, and development. Members shall be residents of the unincorporated area of the County and serve terms of five years without compensation. This appointment will be from 1/22 to 12/26.</p> <p style="font-size: 8px;">Board of Adjustment (1 Appointment Available) The Board of Adjustment is a quasi-judicial board of five citizens appointed by the County Board of Supervisors. The Board hears and decides appeals to any order, requirement, decision, or determination made by an administrative officer in the enforcement of the County's zoning ordinance; hears and reviews variances and special exceptions from the terms of the zoning ordinance; and decides applications for conditional use permits. Members shall be residents of the unincorporated area of the county and serve terms of five years without compensation. This appointment will be from 1/22 to 12/26.</p> <p style="font-size: 8px;">To apply, submit a completed application by December 15, 2021, to the Woodbury County Board of Supervisors, Woodbury County Courthouse, 620 Douglas St., Room 104, Sioux City, IA 51101. For more information, visit: WoodburyCountyCED.com or call (712) 279-6609. Published in the Sioux City Journal November 6, 2021. LGL434847</p>
ZONING COMMISSION	BOARD OF ADJUSTMENT							
1 OPENING	1 OPENING							
January 2022 to December 2026	January 2022 to December 2026							
<p>Facebook:</p> <ul style="list-style-type: none"> - November 2, 2021 - November 24, 2021 - December 6, 2021 - December 14, 2021 <p>Twitter:</p> <ul style="list-style-type: none"> - November 2, 2021 - November 24, 2021 (Retweet) - December 6, 2021 - December 14, 2021 	<p>Sergeant Bluff Advocate:</p> <ul style="list-style-type: none"> - November 9, 2021 <p>Danbury Review:</p> <ul style="list-style-type: none"> - November 10, 2021 <p>Moville Record:</p> <ul style="list-style-type: none"> - November 11, 2021 	<p>Sioux City Journal</p> <ul style="list-style-type: none"> - November 6, 2021 						

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

Date: 12/15/21 Weekly Agenda Date: 12/21/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Consideration of Appointment to the Planning and Zoning Commission

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board to consider appointing 1 applicant from the candidate pool to the Planning & Zoning Commission (PZC) for a 5-year term.

BACKGROUND:

Corey Meister was appointed by the Board of Supervisors in 2020 to fulfill the remaining term of a previous member which ends on 12/31/21. Meister is reapplying for a new 5-year term (see attached application). Meister meets the requirements to serve and his references have been verified.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the appointment of Corey Meister (effective 1/1/22) to the Planning & Zoning Commission for a new 5-year term.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the appointment of Corey Meister (effective 1/1/22) to the Planning & Zoning Commission for a new 5-year term.

NOV 8 2021 4:15

APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101
Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: www.woodburycountyiowa.gov

Application For: WOODBURY COUNTY ZONING (Board/Commission)
Date 11/3/2021 E-mail Address coreydouglasmeister@gmail.com
Name COREY MEISTER
Address 2783 110th ST. MOVILLE, IA 51039
Phone Number (712) 870-1019 Fax Number N/A
Business Phone N/A Cell Phone (712) 870-1019

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

WOODBURY CENTRAL COMMUNITY SCHOOLS; MOVILLE, IA
HIGH SCHOOL BUSINESS EDUCATION INSTRUCTOR; SCHOOL TO WORK
COORDINATOR

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?
ANY AMOUNT OF TIME NEEDED AFTER 3:45 WHEN MY SCHOOL DAY ENDS.

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.
I HAVE PREVIOUSLY SERVED TWO TERMS ON THE WOODBURY COUNTY BOARD OF ADJUSTMENTS AND THE PAST YEAR ON THE WOODBURY COUNTY ZONING COMMISSION. AS A 30 YEAR INSTRUCTOR OF BUSINESS LAW, I ENJOY THE READING AND APPLICATION OF ZONING CODES AND REGULATIONS.

■ Contributions you feel you can make to the Board/Commission:
I BELIEVE MY ATTENTION TO DETAIL, ALONG WITH MY PAST ZONING EXPERIENCE, WOULD BE AN ASSET TO THE ZONING COMMISSION.

■ **Direction/role you perceive of this Board/Commission:**

MY ROLE WILL BE TO FAITHFULLY AND FAIRLY INTERPRET ZONING CODES AND REGULATIONS WHILE GUIDING THOSE THAT APPLY TO OR APPEAR BEFORE THE COMMISSION.


■ **In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?**

IF SELECTED, I WILL CONTINUE TO SERVE CONSISTENTLY AND DILIGENTLY.

■ **Please provide two references who may be contacted on your qualifications for this position.**



Name	Address	Phone number	Email address	Relationship
CHRISTINE ZELMER ZANT		(712) 253-4694	SERVED TOGETHER ON BOARD OF ADJ.	ZONING COMMISSION
DAN PREESTLY		(712) 279-6609	ATTENDED ALL ZONING COMMISSION MEETINGS WITH 2021	

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature  Date 11/3/2021

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

Advertisement Dates

<div style="text-align: center;">  <p>WOODBURY COUNTY COMMUNITY & ECONOMIC DEVELOPMENT</p> </div> <div style="text-align: center; margin-top: 10px;"> <h3>COMMISSION & BOARD OPENINGS</h3> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 50%; padding: 5px;">ZONING COMMISSION</th> <th style="width: 50%; padding: 5px;">BOARD OF ADJUSTMENT</th> </tr> <tr> <td style="text-align: center; padding: 5px;">1 OPENING</td> <td style="text-align: center; padding: 5px;">1 OPENING</td> </tr> <tr> <td style="text-align: center; padding: 5px;">January 2022 to December 2026</td> <td style="text-align: center; padding: 5px;">January 2022 to December 2026</td> </tr> </table> <div style="font-size: 8px; margin-top: 5px;"> <p>The Zoning Commission is a commission of five citizens appointed by the Woodbury County Board of Supervisors. The Commission is responsible for preparing and making recommendations to the Board of Adjustment and Board of Supervisors on issues concerning the general plan and amendments, rights-of-way dedications, vacations, partial vacations, subdivision plats, amendments to the ordinance, rezoning, and development. Members shall be residents of the unincorporated area of the County and serve terms of five years without compensation.</p> <p>The Board of Adjustment is a quasi-judicial board of five citizens appointed by the Woodbury County Board of Supervisors. The Board hears and decides appeals to any order, requirement, decision, or determination made by an administrative officer in the enforcement of the County's zoning ordinance; hears and reviews variances and special exceptions from the terms of the zoning ordinance; and decides applications for conditional use permits. Members shall be residents of the unincorporated area of the county and serve terms of five years without compensation.</p> </div> <div style="text-align: center; margin-top: 10px; background-color: #0056b3; color: white; padding: 5px;"> <p>MUST BE A RESIDENT OF RURAL UNINCORPORATED WOODBURY COUNTY For more information, call 712-279-6609 Applications can be downloaded at www.WoodburyCountyCED.com APPLICATION DEADLINE: DECEMBER 15, 2021</p> </div>	ZONING COMMISSION	BOARD OF ADJUSTMENT	1 OPENING	1 OPENING	January 2022 to December 2026	January 2022 to December 2026	<div style="text-align: center;">  <p>WOODBURY COUNTY COMMUNITY & ECONOMIC DEVELOPMENT</p> </div> <div style="text-align: center; margin-top: 10px; border: 2px solid black; padding: 5px;"> <h3>COMMISSION & BOARD OPENINGS</h3> </div> <div style="text-align: center; margin-top: 5px; border: 2px solid black; padding: 5px;"> <h3>NOW ACCEPTING APPLICATIONS FOR</h3> </div> <div style="text-align: center; margin-top: 5px; border: 2px solid black; padding: 5px;"> <h3>WOODBURY COUNTY Zoning Commission & Board of Adjustment</h3> </div> <div style="text-align: center; margin-top: 5px; border: 1px solid black; padding: 5px;"> <p>Must be a resident of rural unincorporated Woodbury County</p> </div> <div style="text-align: center; margin-top: 5px; border: 1px solid black; padding: 5px;"> <p>For more information, call 712-279-6609</p> </div> <div style="text-align: center; margin-top: 5px; border: 1px solid black; padding: 5px;"> <p>Applications can be downloaded at www.WoodburyCountyCED.com Application Deadline: Dec. 15, 2021</p> </div>	<p style="font-size: 8px;">Woodbury County seeks qualified applicants to its Zoning Commission and Board of Adjustment.</p> <p style="font-size: 8px;">Zoning Commission (1 Appointment Available) The Zoning Commission is a commission of five citizens appointed by the County Board of Supervisors. The Commission is responsible for preparing and making recommendations to the Board of Adjustment and Board of Supervisors on issues concerning the general plan and amendments, rights-of-way dedications, vacations, partial vacations, subdivision plats, amendments to the ordinance, rezoning, and development. Members shall be residents of the unincorporated area of the County and serve terms of five years without compensation. This appointment will be from 1/22 to 12/26.</p> <p style="font-size: 8px;">Board of Adjustment (1 Appointment Available) The Board of Adjustment is a quasi-judicial board of five citizens appointed by the County Board of Supervisors. The Board hears and decides appeals to any order, requirement, decision, or determination made by an administrative officer in the enforcement of the County's zoning ordinance; hears and reviews variances and special exceptions from the terms of the zoning ordinance; and decides applications for conditional use permits. Members shall be residents of the unincorporated area of the county and serve terms of five years without compensation. This appointment will be from 1/22 to 12/26.</p> <p style="font-size: 8px;">To apply, submit a completed application by December 15, 2021, to the Woodbury County Board of Supervisors, Woodbury County Courthouse, 620 Douglas St., Room 104, Sioux City, IA 51101. For more information, visit: WoodburyCountyCED.com or call (712) 279-6609. Published in the Sioux City Journal November 6, 2021. LGL434847</p>
ZONING COMMISSION	BOARD OF ADJUSTMENT							
1 OPENING	1 OPENING							
January 2022 to December 2026	January 2022 to December 2026							
<p>Facebook:</p> <ul style="list-style-type: none"> - November 2, 2021 - November 24, 2021 - December 6, 2021 - December 14, 2021 <p>Twitter:</p> <ul style="list-style-type: none"> - November 2, 2021 - November 24, 2021 (Retweet) - December 6, 2021 - December 14, 2021 	<p>Sergeant Bluff Advocate:</p> <ul style="list-style-type: none"> - November 9, 2021 <p>Danbury Review:</p> <ul style="list-style-type: none"> - November 10, 2021 <p>Moville Record:</p> <ul style="list-style-type: none"> - November 11, 2021 	<p>Sioux City Journal</p> <ul style="list-style-type: none"> - November 6, 2021 						

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

Date: 12/16/21 Weekly Agenda Date: 12/21/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign Release of Mortgage made to CEDCORP, INC.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to authorize the Chairman to sign the Release of Mortgage made to CEDCORP, INC. as their "Investing in Woodbury County" loan has been paid in-full.

BACKGROUND:

On 4/9/13, the County made a mortgage to CEDCORP, INC. for a loan in the amount of \$125,000 on a 10-yr fixed term at 2% via the Investing in Woodbury County Revolving Loan Fund. Upon receipt of their balance payment on 1/6/21, the county authorized the Release of Assignment of Leases and Rents, and a Release of Mortgage to CEDCORP, INC. and MacDawn Enterprises, LLC, on 1/12/21. United Escrow's recent title opinion found the single Mortgage made to CEDCORP. Since the loan has been paid in-full, the mortgage should be released accordingly.

FINANCIAL IMPACT:

0

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:

Authorize the Chairman to sign the Release of Mortgage.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve and authorize the Chairman to sign the Release of Mortgage made to CEDCORP, INC.

Prepared by and return to: David Gleiser, Woodbury County, Iowa,
620 Douglas Street, Sioux City IA 51101 (712) 279-6609

RELEASE OF MORTGAGE

In consideration of the payment of the debt named therein
(\$125,000.00), Woodbury County, Iowa hereby releases the mortgage
made to CEDCORP, INC. filed 12/02/2019 as Instrument NO. 2019-
20667 of the Real Estate Mortgage records of said Woodbury County.

Executed 12/21/2021

Woodbury County, Iowa

Rocky DeWitt
Chairman of the Board
of Supervisors

STATE OF IOWA

COUNTY OF WOODBURY

The foregoing Release of Mortgage was acknowledged before me on
12/21/2021 by Rocky DeWitt, Chairman of the Board of Supervisors
for Woodbury County, Iowa.

Patrick F. Gill
Woodbury County Auditor

Instrument #: 2019-20667
12/02/2019 01:13:15 PM Total Pages: 10
MG MORTGAGE
Recording Fee: \$ 52.00
Patrick F. Gill, Auditor/Recorder, Woodbury County Iowa



REAL ESTATE MORTGAGE

THE IOWA STATE BAR ASSOCIATION

Official Form No. 128

Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Chad Thompson, P.O. Box 219, Kingsley, IA 51028

Phone: (712) 378-3611

Taxpayer Information: (Name and complete address)

CEDCORP, INC., 302 Haven St., Correctionville, IA 51016

Return Document To: (Name and complete address)

Chad Thompson, P.O. Box 219, Kingsley, IA 51028

Phone: (712) 378-3611

Grantors:

CEDCORP, INC.

Grantees:

Woodbury County, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents:

but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

c)

3. **REPRESENTATIONS AND WARRANTIES OF MORTGAGORS.** Mortgagors represent, warrant and covenant to Mortgagee that (i) Mortgagors hold clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagors have the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagors will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land. (vi) Mortgagor not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Mortgagor hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
4. **PAYMENT AND PERFORMANCE OF THE OBLIGATIONS.** Mortgagors will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagors under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.
5. **TAXES.** Mortgagors shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.
6. **LIENS.** Mortgagors shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagors shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.
7. **COMPLIANCE WITH LAWS.** Mortgagors shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.
8. **PERMITTED CONTESTS.** Mortgagors shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof, (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagors'

liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagors shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. CARE OF PROPERTY. Mortgagors shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagors shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

10. INSURANCE.

- a) RISKS TO BE INSURED. Mortgagors, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagors' option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagors will at their sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagors will maintain such other insurance as Mortgagee may reasonably require.
- b) POLICY PROVISIONS. All insurance policies and renewals thereof maintained by Mortgagors pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.
- c) DELIVERY OF POLICY OR CERTIFICATE. If requested by Mortgagee, Mortgagors will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagors shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagors shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.
- d) ASSIGNMENT OF POLICY. If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagors in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.
- e) NOTICE OF DAMAGE OR DESTRUCTION; ADJUSTING LOSS. If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagors will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagors in good faith to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if

there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagors do hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagors.

- f) **APPLICATION OF INSURANCE PROCEEDS.** All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installments payable under the Obligations or change the amount of such installments.
- g) **REIMBURSEMENT OF MORTGAGEE'S EXPENSES.** Mortgagors shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys fees, and all such expenses shall be additional amounts secured by this Mortgage.
11. **INSPECTION.** Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagors shall in no way rely or claim reliance thereon.
12. **PROTECTION OF MORTGAGEE'S SECURITY.** Subject to the rights of Mortgagors under paragraph 8 hereof, if Mortgagors fail to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 15% per annum, shall become an Obligation of Mortgagors secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagors unless Mortgagors and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagors for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.
13. **CONDEMNATION.** Mortgagors shall give Mortgagee prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the names of Mortgagors, to

compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

14. **FIXTURE FILING.** From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagors as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.
15. **EVENTS OF DEFAULT.** Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):
- a) Mortgagors shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
 - b) Mortgagors shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagors under the United States Bankruptcy Code or Mortgagors shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
 - c) A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
 - d) An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.
 - e) In the event of the sale or transfer of all or any part of the property, or any interest therein or beneficial interest to the Mortgagor, the entire then existing balance of the indebtedness secured hereby shall, at the option of mortgage, become due and payable in full immediately.

16. **ACCELERATION; FORECLOSURE.** Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a) Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

- b) Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagors of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagors at least ten (10) days prior to the date of intended disposition.
- c) Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagors only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.
17. **REDEMPTION.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months or reduced to three (3) months if the property is not used for an agricultural purpose as defined in section 535.13. provided in all cases under this section the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first two (2) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.
- It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagors or their successors in interest in such action. If the redemption period is so reduced, Mortgagors or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagors shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.
18. **ATTORNEYS' FEES.** Mortgagors shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.
19. **FORBEARANCE NOT A WAIVER, RIGHTS AND REMEDIES CUMULATIVE.** No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate

and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

20. Notices. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

a) If to Mortgagors, to: CEDCORP, INC., 302 Haven St., Correctionville, IA 51016

b) If to Mortgagee, to: Woodbury County Iowa, 620 Douglas Street, County Courthouse, Sioux City, IA 51101

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

21. SEVERABILITY. In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.
22. FURTHER ASSURANCES. At any time and from time to time until payment in full of the Obligations, Mortgagors will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagors secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagors to Mortgagee.
23. SUCCESSORS AND ASSIGNS BOUND; NUMBER; GENDER; AGENTS; CAPTIONS. The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.
24. GOVERNING LAW. This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.
25. RELEASE OF RIGHTS OF DOWER, HOMESTEAD AND DISTRIBUTIVE SHARE. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.
26. ACKNOWLEDGMENT OF RECEIPT OF COPIES OF DEBT INSTRUMENT. Mortgagors hereby acknowledge the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.
27. ADDITIONAL PROVISIONS.

Dated: 11-25-19

CEDCORP., INC.
William B. Forbes
William B. Forbes, President

Gayle Jacobs
Gayle Jacobs, Secretary

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS MORTGAGED PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

Dated: 11-25-19

CEDCORP. INC.
William B. Forbes
William B. Forbes, President

Dated: 11-25-19

Gayle Jacobs
Gayle Jacobs, Secretary

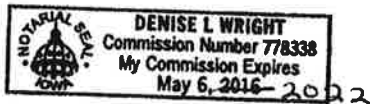
STATE OF IOWA, COUNTY OF Woodbury
This record was acknowledged before me on Denise L. Wright by William Forbes

Denise L. Wright
Signature of Notary Public

State of Iowa, County of Woodbury, SS:

On this 25th day of November, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Forbes and Gayle Jacobs, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

SEAL



Denise L. Wright
Notary Public in and for said State

Addendum

1. PARCEL 1: THE WEST FIVE FEET (W 5') OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4) IN BLOCK ONE (1), OF "ERWINS SECOND ADDITION TO CORRECTIONVILLE" , IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 2: LOTS ONE (1) AND THE EAST NINETEEN FEET AND FIVE INCHES (E 19' 5") OF LOT TWO (2), AND THE WEST TWELVE FEET (W 12') OF THE VACATED NORTH/SOUTH ALLEY LYING ADJACENT TO SAID LOT ONE (1), ALL IN BLOCK ONE (1), IN " ERWINS SECOND ADDITION TO CORRECTIONVILLE" , IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 3: LOT THREE (3), BLOCK ONE (1), ERWIN' S ADDITION TO CORRECTIONVILLE, AND THE EAST FOUR FEET (E 4') OF THE ALLEY LYING BETWEEN LOT ONE (1), BLOCK ONE (1), ERWIN' S SECOND ADDITION TO CORRECTIONVILE AND LOT THREE (3), BLOCK ONE (1), ERWIN' S ADDITION TO CORRECTIONVILLE, IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

UNITED ESCROW, INC.
TRUST ACCOUNT
302 JONES ST. SUITE 110
SIOUX CITY, IA 51101



72-350739

19002

NUMBER

19002

PAY
TO THE
ORDER OF

Fifty-Six Thousand Two and 92/100***
Woodbury County Treasurer

DATE

January 5, 2021

AMOUNT

***\$56,002.92

2020-659 - First Mortgage Payoff



Kelli Handfield
AUTHORIZED SIGNATURE

R#145922

⑈019002⑈ ⑆073903503⑆ 59 155 4⑈

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

Date: 12/16/21 Weekly Agenda Date: 12/21/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Public Hearing and 3rd Reading: An Ordinance Relating to the Assessment of Wind Energy Conversion Property as Authorized by Iowa Code Chapter 427B.26

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Board will consider adopting an ordinance to provide the special valuation of wind energy conversion property as provided by Iowa Code Section 427B.26.

BACKGROUND:

Pursuant to Iowa Code Section 427B.26, a special valuation of wind energy conversion property is allowed if a county adopts an ordinance. Wind energy conversion property first assessed on or after the effective date of the proposed ordinance shall be valued by the County Assessor for property tax purposes as follows:

- a. For the first assessment year, at zero (0%) of the net acquisition cost.
- b. For the second through sixth assessment years, at the percent of the net acquisition cost which rate increases by five (5%) each assessment year.
- c. For the seventh and succeeding assessment years, at thirty percent (30%) of the net acquisition cost.

FINANCIAL IMPACT:

The financial impact of the proposed ordinance will be the amount of taxes the county exempts and collects as provided by law under the 427B.26 exemption schedule.

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:

Conduct the public hearing, then approve the 3rd reading.

This ordinance requires 30 days from the initial public hearing (12/7) before it can be passed and approved. As such, the Board of Supervisors will vote on the proposed ordinance on 1/11/22 as a regular agenda item.

ACTION REQUIRED / PROPOSED MOTION:

Conduct the public hearing.
Motion to close the public hearing.
Motion to conduct the 3rd reading of the ordinance.

427B.26 Special valuation of wind energy conversion property.

1. *a.* A city council or county board of supervisors may provide by ordinance for the special valuation of wind energy conversion property as provided in [subsection 2](#). The ordinance may be enacted not less than thirty days after a public hearing on the ordinance is held. Notice of the hearing shall be published in accordance with [section 331.305](#) in the case of a county, or [section 362.3](#) in the case of a city. The ordinance shall only apply to property first assessed on or after the effective date of the ordinance.

b. If in the opinion of the city council or the county board of supervisors continuation of the special valuation provided under [this section](#) ceases to be of benefit to the city or county, the city council or the county board of supervisors may repeal the ordinance authorized by [this subsection](#). Property specially valued under [this section](#) prior to repeal of the ordinance shall continue to be valued under [this section](#) until the end of the nineteenth assessment year following the assessment year in which the property was first assessed.

2. In lieu of the valuation and assessment provisions in [section 441.21, subsection 8](#), paragraphs “*b*”, “*c*”, and “*d*”, and [sections 428.24 to 428.29](#), wind energy conversion property which is first assessed for property taxation on or after January 1, 1994, and on or after the effective date of the ordinance enacted pursuant to [subsection 1](#), shall be valued by the local assessor for property tax purposes as follows:

a. For the first assessment year, at zero percent of the net acquisition cost.

b. For the second through sixth assessment years, at a percent of the net acquisition cost which rate increases by five percentage points each assessment year.

c. For the seventh and succeeding assessment years, at thirty percent of the net acquisition cost.

3. The taxpayer shall file with the local assessor by February 1 of the assessment year in which the wind energy conversion property is first assessed for property tax purposes, a declaration of intent to have the property assessed at the value determined under [this section](#) in lieu of the valuation and assessment provisions in [section 441.21, subsection 8](#), paragraphs “*b*”, “*c*”, and “*d*”, and [sections 428.24 to 428.29](#).

4. For purposes of [this section](#):

a. “*Net acquisition cost*” means the acquired cost of the property including all foundations and installation cost less any excess cost adjustment.

b. “*Wind energy conversion property*” means the entire wind plant including, but not limited to, a wind charger, windmill, wind turbine, tower and electrical equipment, pad mount transformers, power lines, and substation.

93 Acts, ch 161, §2

Referred to in [§437A.6](#), [441.21](#), [476B.6](#)

WOODBURY COUNTY, IOWA
ORDINANCE NO. _____

**AN ORDINANCE RELATING TO THE ASSESSMENT OF WIND ENERGY
CONVERSION PROPERTY AS AUTHORIZED BY IOWA CODE CHAPTER 427B.26**

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

SECTION 1. PURPOSE

The purpose of this Ordinance is to provide for the special valuation of wind energy conversion property pursuant to Iowa Code Section 427B.26.

SECTION 2. DEFINITIONS

For use in this Ordinance, certain terms and words used herein shall be interpreted or defined as follows:

- A.) "Net Acquisition Cost" means the acquired cost of the property including all foundations and installation cost less any excess cost adjustment.
- B.) "Wind Energy Conversion Property" means the entire windplant including, but not limited to, a wind charger, windmill, wind turbine, tower and electrical equipment, pad mount transformers, power lines and substation.

SECTION 3. AUTHORITY TO ESTABLISH

The Board of Supervisors is authorized, pursuant to Iowa Code Section 427B.26 to provide by ordinance for special valuation of wind energy conversion property as provided in Section 4.

SECTION 4. ESTABLISHMENT

Pursuant to Iowa Code Section 427B.26, a special valuation of wind energy conversion property is allowed in lieu of the valuation assessment provisions in Iowa Code Section 441.21(8)(b) and (c), and Iowa Code Sections 428.24 to 428.29. The special valuation shall only apply to wind energy conversion property first assessed on or after the effective date of this Ordinance.

SECTION 5. AMOUNT OF VALUATION

Wind energy conversion property first assessed on or after the effective date of the Ordinance shall be valued by the County Assessor for property tax purposes as follows:

- A.) For the first assessment year, at zero percent (0%) of the net acquisition cost.
- B.) For the second through sixth assessment years, at a percent of the net acquisition cost which rate increases by five percent (5%) each assessment year.
- C.) For the seventh and succeeding assessment years, at thirty percent (30%) of the net acquisition cost.

SECTION 6. DECLARATION OF SPECIAL VALUATION

The taxpayer shall file with the County Assessor by February 1 of the assessment year in which the wind energy conversion property is first assessed for property tax purposes, a declaration of intent to have the property assessed at the value determined under Section 5 in lieu of the valuation assessment provisions in Iowa Code Section 441.21(9)(b) and (c), and Iowa Code Sections 428.24 to 428.29.

If the taxpayer does not file with the County Assessor by February 1 of the assessment year for which the person files a declaration of intent to have the property assessed as provided above, then the declaration of intent shall be considered as a declaration filed for the following year.

SECTION 7. REPORTING REQUIREMENTS

The following reports shall be filed annually with the County Assessor by the taxpayer; in the first year, with the declaration of intent as prescribed in Section 6; and by Feb. 1 of each year thereafter.

- A.) Copy of Asset ledger sheet to IRS;
- B.) Engineering breakdown of component parts;
- C.) Tower numbering system;
- D.) Name of contact person, phone number, fax number and mailing address;
- E.) Report of all leased equipment, the name(s) of the company(s) it is leased from, and the agreement between the lessor and lessee regarding who is responsible for the property tax on the leased equipment.

SECTION 8. REPEAL OF SPECIAL VALUATION

If in the opinion of the Board of Supervisors, continuation of the special valuation provided under Sections 4 and 5 ceases to be of benefit to the County, the Board of Supervisors may repeal the Ordinance. Property specially valued in accordance with the above prior to the repeal of this Ordinance shall continue to be so valued until the end of the nineteenth (19th) assessment year following the assessment year in which the property was first assessed.

SECTION 9. REPEALER

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 10. SEVERABILITY CLAUSE

If any section, provision, or other part of this Ordinance shall be adjudged invalid or unconstitutional, said adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or other part thereof not adjudged invalid or unconstitutional.

SECTION 11. PENALTY

Any person, firm or corporation violating any regulation in or any provision of this Ordinance or of any amendment or supplement thereto, shall be guilty of a simple misdemeanor which is punishable by a fine of not more than One Hundred Dollars (\$100) or by imprisonment of not more than thirty (30) days and shall be guilty of a county infraction punishable by a civil penalty of not more than One Hundred Dollars (\$100), or if the infraction is a repeat offense, by a civil penalty not to exceed Two Hundred Dollars (\$200). Each day that a violation occurs or is permitted by the Defendant to exist, constitutes a separate offense.

SECTION 11. EFFECTIVE DATE

This Ordinance shall become effective after final passage, approval, and publication as provided by law.

Passed and Approved this _____ day of January, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick Gill, Woodbury County Auditor

Rocky DeWitt, Chairman

First Reading: _____

Matthew Ung, Vice-Chairman

Second Reading: _____

Keith Radig, Member

Third Reading: _____

Jeremy Taylor, Member

Approved: _____

Justin Wright, Member

Published: _____

Effective: _____

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

Date: 12/10/21

Weekly Agenda Date: 12/21/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick Gill, County Auditor & Recorder

WORDING FOR AGENDA ITEM:

Public Hearing for the Consideration of an Ordinance Fixing the Boundaries of the Woodbury County Voting Precincts and the Supervisors Districts in Woodbury County

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The process of Reprecincting and Redistricting requires a public hearing to be held to allow for input as the Board considers an ordinance for the establishment of precincts and Supervisor districts to become effective January 15th, 2022 and to remain in effect until January 15th, 2032.

BACKGROUND:

Every ten years after the decennial census, Iowa law requires counties to redraw precincts and districts to reflect population shifts and requires adherence to certain standards. The Supervisors are required to draw the precinct boundaries and the Redistricting Commission is required to draw Supervisor districts for their approval.

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:

Hold a public hearing for the consideration of Precinct boundaries and Supervisor Districts.

ACTION REQUIRED / PROPOSED MOTION:

Open the hearing, receive input and close the hearing.

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

Date: 12/10/21

Weekly Agenda Date: 12/21/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick Gill, County Auditor & Recorder

WORDING FOR AGENDA ITEM:

Consideration of an Ordinance Fixing the Boundaries of the Woodbury County Voting Precincts and the Supervisors Districts in Woodbury County

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The process of Reprecincting and Redistricting requires the Board to approve an ordinance for the establishment of precincts and Supervisor districts to become effective January 15th, 2022 and to remain in effect until January 15th, 2032. Section one of the ordinance describes the precinct boundaries of all Woodbury County precincts including those established by the City of Sioux City and the City of Sergeant Bluff; section 2 describes the boundaries of the supervisor districts as drawn and approved by the Redistricting Commission. The Board can amend precinct boundaries in the rural areas and cites with population under 2,000 based on public input. The Board can amend the district plan but must state reasons why and there are restrictions to do so. Changing precinct boundaries also effects the district plan and the population certification for both plans.

BACKGROUND:

Every ten years after the decennial census, Iowa law requires counties to redraw precincts and districts to reflect population shifts and requires adherence to certain standards. The Supervisors are required to draw the precinct boundaries and the Redistricting Commission is required to draw Supervisor districts for their approval.

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

Yes No

RECOMMENDATION:

Consider and adopt an Ordinance Fixing the Boundaries of the Woodbury County Voting Precincts and the Supervisors Districts in Woodbury County.

ACTION REQUIRED / PROPOSED MOTION:

1. Approve the first reading of the ordinance.
2. Waive the the second and third readings.
3. Adopt the ordinance.
4. Authorize the chairman to sign the county reprecincting certification.
5. Authorize the chairman to sign the county redistricting certification.

WOODBURY COUNTY, IOWA
ORDINANCE # _____

AN ORDINANCE FIXING THE BOUNDARIES
OF THE WOODBURY COUNTY VOTING PRECINCTS AND THE
SUPERVISOR DISTRICTS IN WOODBURY COUNTY

(This Ordinance Repeals and Replaces Woodbury County Ordinance #30)

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF
WOODBURY, IOWA:

SECTION 1: THE BOUNDARIES OF THE VOTING PRECINCTS IN WOODBURY
COUNTY, IOWA, SHALL BE AS FOLLOWS:

Precinct 1.

Precinct Number One includes the following area in Iowa House District 1:

Beginning at the intersection of the centerline of Sioux River Road and the
Northern boundary of Woodbury County;
thence Southerly along the centerline of Sioux River Road to the centerline of
Military Road;
thence Westerly along the centerline of Military Road to the centerline of the
BNSF RR R-O-W (AKA SDRA RR);
thence Southerly and Southeasterly along the centerline of the BNSF RR R-O-W
(AKA SDRA RR) to the centerline of War Eagle Drive;
thence Northeasterly along the centerline of War Eagle Drive to the centerline of
West 4th Street;
thence Easterly along the centerline of West 4th Street to the centerline of Colon
Street;
thence South along the centerline of Colon Street to the centerline of West 3rd
Street;
thence East along the centerline of West 3rd Street to the centerline of Prescott
Street;
thence South along the centerline of Prescott Street to the centerline of West 1st
Street;
thence West along the centerline of West 1st Street to the centerline of South
Colon Street;
thence South along the centerline of South Colon Street to the centerline of West
Horne Street;
thence East along the centerline of West Horne Avenue to the centerline of
South Prescott Street;
thence North to the centerline of South Prescott Street to the centerline of West
Highland Avenue;
thence East along the centerline of West Highland Avenue to the centerline of
South Casselman Street;

thence South along the centerline of South Casselman Street to the centerline of West Horne Avenue;
thence East along the centerline of West Horne Avenue to the centerline of South Leonard Street;
thence South along the centerline extended of South Leonard Street to the Sioux City corporate limits line;
thence Westerly and Northwesterly along the Sioux City Corporate limits to the centerline of the Northern boundary of Woodbury County;
thence East along the Northern boundary of Woodbury County to the centerline of Sioux River Road and the point of beginning.

Precinct 2.

Precinct Number Two includes the following area in Iowa House District 1:

Beginning at the intersection of Sioux River Road and the Northern boundary of Woodbury County;
thence East along the Northern boundary of Woodbury County to the centerline of Talbot Road;
thence Southerly along the centerline of Talbot Road to the centerline of Military Road;
thence Southeasterly along the centerline of Military Road to the centerline of Ross Street;
thence South along the centerline of Ross Street to the centerline of West 19th Street;
thence Westerly along the centerline of West 19th Street to the centerline of Casselman Street;
thence Southerly along the centerline of Casselman Street to the centerline of West 4th Street;
thence Westerly and Southerly along the centerlines of West 4th Street and War Eagle Drive to the centerline of the BNSF RR R-O-W (AKA SDRA RR);
thence Northwesterly and Northerly along the centerline of the BNSF RR R-O-W to the centerline of Military Road;
thence Southeasterly along the centerline of Military Road to the centerline of Sioux River Road;
thence Northerly along the centerline of Sioux River Road to the Northern boundary of Woodbury County and the point of beginning.

Precinct 3.

Precinct Number Three includes the following area in Iowa House District 1:

Beginning at the intersection of the centerlines of Hamilton Boulevard and Stone Park Boulevard;
thence Southerly along the centerline of Hamilton Boulevard to the centerline of West 23rd Street;

thence West along the centerline of West 23rd Street to the centerline of Myrtle Street;
thence South along the centerline of Myrtle Street to the centerline of West 21st Street;
thence Westerly along the centerlines of West 21st Street and Military Road to the centerline of Talbot Road;
thence Northerly along the centerline of Talbot Road to the centerline of Plum Creek Road;
thence Easterly along the centerline of Plum Creek Road to the centerline of Broken Kettle Road;
thence Southerly along the centerline of Broken Kettle Road to the centerline of West Clifton Avenue;
thence East along the centerline of West Clifton Avenue to the centerline of Stone Park Boulevard;
thence Southeast along the centerline of Stone Park Boulevard to the centerline of Hamilton Boulevard and the point of beginning.

Precinct 4.

Precinct Number Four includes the following area in Iowa House District 1:

Beginning at the intersection of Hamilton Boulevard and Stone Park Boulevard;
thence Northerly along the centerline of Hamilton Boulevard to the center of Perry Creek;
thence Southeasterly along the center of Perry Creek to the centerline of 34th Street;
thence East along the centerline of 34th Street to the centerline of Jones Street;
thence South along the centerline of Jones Street to the centerline of 29th Street;
thence East along the centerline of 29th Street to the centerline of Court Street;
thence South along the centerline of Court Street to the centerline of 28th Street;
thence East along the centerline of 28th Street to the centerline of Court Street;
thence South along the centerline of Court Street to the centerline of 26th Street;
thence West along the centerline of 26th Street to the centerline of Jones Street;
thence South along the centerline of Jones Street to the centerline of 24th Street;
thence West along the centerline of 24th Street to the centerline of Pierce Street;
thence North along the centerline of Pierce Street to the centerline of Stone Park Boulevard;
thence Northwest along the centerline of Stone Park Boulevard to the centerline of Hamilton Boulevard and the point of beginning.

Precinct 5.

Precinct Number Five includes the following area in Iowa House District 1:

Beginning at the intersection of the centerlines of Hamilton Boulevard and Stone Park Boulevard;

thence Southeast along the extended centerline of Stone Park Boulevard to the centerline of Pierce Street;
thence South along the centerline of Pierce Street to the centerline of 16th Street;
thence west along the centerline of 16th Street to the centerline of Summit Street;
thence North along the centerline of Summit Street to the centerline of 18th Street;
thence Westerly along the centerlines of 18th Street and West 19th Street to the centerline of Hamilton Boulevard;
thence Northerly along the centerline of Hamilton Boulevard to the centerline of Stone Park Boulevard and the point of beginning.

Precinct 6.

Precinct Number Six includes the following area in Iowa House District 1:

Beginning at the intersection of the centerlines of Pierce Street and 24th Street;
thence East along the centerline of 24th Street to the centerline of Jones Street;
thence North along the centerline of Jones Street to the centerline of 26th Street;
thence East along the centerline of 26th Street to the centerline of Court Street;
thence South along the centerline of Court Street to the centerline of 24th Street;
thence East along the centerline of 24th Street to the centerline of Floyd Boulevard;
thence Southwesterly along the centerline of Floyd Boulevard to the centerline of 19th Street;
thence West along the centerline of 19th Street to the centerline of Court Street;
thence South along the centerline of Court Street to the centerline of 17th Street;
thence West along the centerline of 17th Street to the centerline of Ingleside Avenue;
thence Southwest along the centerline of Ingleside Avenue to the centerline of 17th Street;
thence West along the centerline of 17th Street to the centerline of Pierce Street;
thence North along the centerline of Pierce Street to the centerline of 24th Street and the point of beginning.

Precinct 7.

Precinct Number Seven includes the following area in Iowa House District 1:

Beginning at the intersection of Casselman Street and West 19th Street;
thence Easterly along the centerline of West 19th Street to the centerline of Ross Street;
thence South along the centerline of Ross Street to the centerline of Villa Avenue;
thence East along the centerline of Villa Avenue to the centerline of Rebecca Street;

thence South along the centerline of Rebecca Street to the centerline of West 4th Street;

thence West along the centerline of West 4th Street to the centerline of Casselman Street;

thence North along the centerline of Casselman Street to the centerline of West 19th Street and the point of beginning.

Precinct 8.

Precinct Number Eight includes the following area in Iowa House District 1:

Beginning at the intersection of the centerlines of West 23rd Street and Hamilton Boulevard;

thence South along the centerline of Hamilton Boulevard to the centerline of West 19th Street;

thence Easterly along the centerlines of West 19th Street and 18th Street to the centerline of Summit Street;

thence South along the centerline of Summit Street to the centerline of 13th Street;

thence East along the centerline of 13th Street to the centerline of Grandview Boulevard;

thence South along the centerline of Grandview Boulevard to the centerline of 11th Street;

thence Southwesterly along the centerlines of 11th Street and Bluff Street to the centerline of Wesley Park Way;

thence Southwesterly along the centerline of Wesley Park Way to the centerline of West 6th Street;

thence Westerly along the centerline of West 6th Street to the centerline of Hamilton Boulevard;

thence Southerly along the centerline of Hamilton Boulevard to the centerline of West 4th Street;

thence West along the centerline of West 4th Street to the centerline of Rebecca Street;

thence North along the centerline of Rebecca Street to the centerline of Villa Avenue;

thence West along the centerline of Villa Avenue to the centerline of Ross Street;

thence North along the centerline of Ross Street to the centerline of Military Road;

thence Southeasterly along the centerlines of Military Road and West 21st Street to the centerline of Myrtle Street;

thence North along the centerline of Myrtle Street to the centerline of West 23rd Street;

thence East along the centerline of West 23rd Street to the centerline of Hamilton Boulevard and the point of beginning.

Precinct 9.

Precinct Number Nine includes the following area in Iowa House District 1:

Beginning at the intersection of the centerlines of Summit Street and 16th Street;
thence East along the centerline of 16th Street to the centerline of Pierce Street;
thence North along the centerline of Pierce Street to the centerline of 17th Street;
thence East along the centerline of 17th Street to the centerline of Ingleside Avenue;
thence Northeast along the centerline of Ingleside Avenue to the centerline of 17th Street;
thence East along the centerline of 17th Street to the centerline of Court Street;
thence North along the centerline of Court Street to the centerline of 19th Street;
thence East and Easterly along the centerline of 19th Street to the centerline of the Union Pacific Railroad tracks;
thence Southerly along the centerline of the Union Pacific Railroad tracks to the centerline extended of 13th Street;
thence West along the centerline extended and centerline of 13th Street to the centerline of Floyd Boulevard;
thence North along the centerline of Floyd Boulevard to the centerline of 14th Street;
thence West along the centerline of 14th Street to the centerline of Court Street;
thence South along the centerline of Court Street to the centerline of 12th Street;
thence West along the centerline of 12th Street to the centerline of Jackson Street;
thence North along the centerline of Jackson Street to the centerline of 13th Street;
thence West along the centerline of 13th Street to the centerline of Nebraska Street;
thence South along the centerline of Nebraska Street to the centerline of 12th Street;
thence West along the centerline of 12th Street to the centerline of Grandview Boulevard;
thence North along the centerline of Grandview Boulevard to the centerline of 13th Street;
thence west along the centerline of 13th Street to the centerline of Summit Street;
thence North along the centerline of Summit Street to the centerline of 16th Street and the point of beginning.

Precinct 10.

Precinct Number Ten includes the following area in Iowa House District 1:

Beginning at the intersection of Colon Street and West 4th Street;
thence East along the centerline of West 4th Street to the centerline of Ross Street;
thence south along the centerline of Ross Street to the centerline of West 1st Street;

thence East along the centerline of West 1st Street to the centerline of Hamilton Boulevard;
thence Southwesterly along the centerline of Hamilton Boulevard to the centerline of the BNSF RR R-O-W;
thence Westerly along the centerline of the BNSF RR R-O-W (AKA SDRA RR) to the centerline of an extended line of South Leonard Street;
thence north along an extended line of South Leonard Street and the centerline of South Leonard Street to the centerline of West Horne Avenue;
thence West along the centerline of West Horne Avenue to the centerline of South Casselman Street;
thence North along the centerline of South Casselman Street to the centerline of West Highland Avenue;
thence West along the centerline West Highland Avenue to the centerline of South Prescott Street;
thence South along the centerline of South Prescott Street to the centerline of West Horne Avenue;
thence west along the centerline of West Horne Avenue to the centerline of South Colon Street;
thence North along the centerline of South Colon Street to centerline of West 1st Street;
thence East along the centerline of West 1st Street to the centerline of Prescott Street;
thence North along the centerline of Prescott Street to the centerline of West 3rd Street;
thence West along the centerline of West 3rd Street to the centerline of Colon Street;
thence North along the centerline of Colon Street to the centerline of West 4th Street and the point of beginning.

Precinct 11.

Precinct Number Eleven includes the following area in Iowa House District 1:

Beginning at the intersection of the centerlines of West 6th Street and Wesley Parkway;
thence Southerly along the centerline of Wesley Parkway to the Sioux City corporate limits;
thence Westerly along the Sioux City corporate limits to the centerline extended of South Leonard Street;
thence North along the centerline extended of South Leonard Street to the centerline of the BNSF RR R-O-W(AKA SDRA RR);;
thence Easterly along the centerline of the BNSF RR R-O-W to the centerline of Hamilton Boulevard;
thence Northerly along the centerline of Hamilton Boulevard to the centerline of West 1st Street;
thence West along the centerline of West 1st Street to the centerline of Ross Street;

thence North along the centerline of Ross Street to the centerline of West 4th Street;
thence East along the centerline of West 4th Street to the centerline of Hamilton Boulevard;
thence Northeasterly along the centerline of Hamilton Boulevard to the centerline of West 6th Street;
thence Southeasterly along the centerline of West 6th Street to the centerline of Wesley Parkway and the point of beginning.

Precinct 12.

Precinct Number Twelve includes the following area in Iowa House District 2:

Beginning at the intersection of the centerline of Talbot Road and the Northern boundary of Woodbury County;
thence East along the Northern boundary of Woodbury County to the centerline of Hamilton Boulevard;
thence Southerly along the centerline of Hamilton Boulevard to the centerline of Stone Park Boulevard;
thence Northwest along the centerline of Stone Park Boulevard to the centerline of West Clifton Avenue;
thence West along the centerline of West Clifton Avenue to the centerline of Broken Kettle Road;
thence Northerly along the centerline of Broken Kettle Road to the centerline of Plum Creek Road;
thence Westerly along the centerline of Plum Creek Road to the centerline of Talbot Road;
thence Northerly along the centerline of Talbot Road to the Northern boundary of Woodbury County and the point of beginning.

Precinct 13.

Precinct Number Thirteen includes the following area in Iowa House District 2:

Beginning at the intersection of the centerline of Hamilton Boulevard and the Northern boundary of Woodbury County;
thence East along the Northern boundary of Woodbury County to the centerline of North Rustin Street;
thence Southerly along the centerline of North Rustin Street to the centerline of 41st Street;
thence Westerly along the centerline of 41st Street to the centerline of Outer Drive North;
thence Westerly along the centerline of Outer Drive North to the centerline of Cheyenne Boulevard;
thence Southerly along the centerline of Cheyenne Boulevard to the centerline of 37th Street;

thence Westerly along the centerline of 37th Street to the centerline of 38th Street;
thence West along the centerline of 38th Street to the centerline of Jones Street;
thence South along the centerline of Jones Street to the centerline of 34th Street;
thence West along the centerline of 34th Street to the centerline of Perry Creek;
thence Northwesterly along the centerline of Perry Creek to the centerline of Hamilton Boulevard;
thence Northerly along the centerline of Hamilton Boulevard to the Northern boundary of Woodbury County and the point of beginning.

Precinct 14.

Precinct Number Fourteen includes the following area in Iowa House District 2:

Beginning at the intersection of the centerlines Cheyenne Boulevard and Outer Drive North;
thence Easterly along the centerline of Outer Drive North to the centerline of 41st Street;
thence Easterly along the centerline of 41st Street to the centerline of Capitol Street;
thence South on the centerline of Capital Street to the centerline of 40th Street;
thence East on the centerline of 40th Street to the centerline of Jefferson Street;
thence South and Southeasterly along the centerline of Jefferson Street extended to the centerline of the Canadian National Railroad tracks;
thence Southwesterly along the centerline of the Canadian National Railroad tracks to the centerline of Outer Drive North;
thence Northwesterly along the centerline of Outer Drive North to the centerline of Indian Hills Drive;
thence Southerly and Westerly along the centerline of Indian Hills Drive to the centerline of Glen Oaks Boulevard;
thence Southerly along the centerline of Glen Oaks Boulevard to the centerline of 35th Street;
thence West on the centerline of 35th Street to the centerline of Lafayette Street;
thence north along the centerline of Lafayette Street to its intersection with the centerline of Indian Hills Drive;
thence Southwesterly along the centerline of Indian Hills Drive to the centerline of Cheyenne Boulevard;
thence Northerly along the centerline of Cheyenne Boulevard to the centerline of Outer Drive North and the point of beginning.

Precinct 15.

Precinct Number Fifteen includes the following area in Iowa House District 2:

Beginning at the intersection of the centerline of North Rustin Street with the Northern boundary of Woodbury County;

thence East along the Northern boundary of Woodbury County to the centerline of the Canadian National Railroad tracks;
thence Southwesterly along the centerline of the Canadian National Railroad tracks to the extended centerline of Jefferson Street;
thence Northeasterly along the extended centerline of Jefferson Street to the centerline of 40th Street;
thence West along the centerline of 40th Street to the centerline of Capitol Street;
thence North along the centerline of Capitol Street to the centerline of 41st Street
thence West along the centerline of 41st Street to the centerline of Rustin Street;
thence Northerly along the centerline of Rustin Street to the Northern boundary of Woodbury County and the point of beginning.

Precinct 16.

Precinct Number Sixteen includes the following area in Iowa House District 2:

Beginning at the centerline of the Canadian National Railroad tracks; and Northern boundary of Woodbury County;
thence East along the Northern boundary of Woodbury County to the Sioux City Corporate Limits;
thence Southerly, Easterly and Westerly along the Sioux City Corporate limits to the extended centerline of East 18th Street;
thence West along the extended centerline of East 18th Street to the centerline of 14th Street;
thence Southwesterly along the centerline of 14th Street to the centerline of Martha Street;
thence North along the centerline of Martha Street to the centerline of Park View Boulevard;
thence Westerly along the centerline of Park View Boulevard to the centerline of 18th Street
thence West along the centerline of 18th Street to the centerline of Lewis Boulevard;
thence Southerly along the centerline of Lewis Boulevard to the centerline of 11th Street;
thence West along the centerline of 11th Street to the centerline of Canadian National Railroad tracks;
thence Northerly along the centerline of the Canadian National Railroad tracks to the centerline of 19th Street;
thence Northwesterly along the centerline of 19th Street to the centerline of Floyd Boulevard;
thence Northeasterly along the centerline of Floyd Boulevard to the centerline of Outer Drive North;
thence Southeasterly along the centerline of Outer Drive North to the centerline of the Canadian National Railroad tracks;
thence Northerly along the centerline of the Canadian National Railroad tracks to the Northern Boundary of Woodbury County and the Point of Beginning.

Precinct 17.

Precinct Number 17 includes the following area in Iowa House District 2:

All that unincorporated area in Concord Township; and all of Banner Township and the incorporated City of Lawton, Iowa, including that part of the City of Lawton within Banner Township and that part of the incorporated City of Lawton in Floyd Township and that part of the incorporated City of Sioux City in Concord Township

Precinct 18.

Precinct Number Eighteen includes the following area in Iowa House District 2:

Beginning at the intersection of the centerlines of Jones Street and 38th Street; thence Easterly along the centerlines of 38th Street and 37th Street to the centerline of Cheyenne Boulevard; thence South along the centerline of Cheyenne Boulevard to the centerline of Indian Hills Drive; thence Easterly along the centerline of Indian Hills Drive to the centerline of Lafayette Street; thence Southerly along the centerline of Lafayette Street to the centerline of 35th Street; thence East along the centerline of 35th Street to the centerline of Morgan Street; thence South along the centerline of Morgan Street to the centerline of 31st Street; thence East along the centerline of 31st Street to the centerline of Chambers Street; thence South along the centerline of Chambers Street to the centerline of 29th Street; thence West along the centerline of 29th Street to the centerline of Jones Street; thence North along the centerline of Jones Street to the centerline of 38th Street and the point of beginning.

Precinct 19.

Precinct Number Nineteen includes the following area in Iowa House District 2:

Beginning at the intersection of the centerlines of 29th and Court Streets; thence south along the centerline of Court Street to the centerline of 28th Street; thence east along the centerline of 28th Street to the centerline of Court Street; thence south along the centerline of Court Street to the centerline of 24th Street; thence east along the centerline of 24th Street to the centerline of Floyd Boulevard; thence northeast along the centerline of Floyd Boulevard to the centerline of Outer Drive North;

thence Northwesterly along the centerline of Outer Drive North to the centerline of Indian Hills Drive;
thence Southwesterly and Westerly along the centerline of Indian Hills Drive to the centerline of Glen Oaks Blvd;
thence Southerly along the centerline of Glen Oaks Blvd to the centerline of 35th Street;
thence West along the centerline of 35th Street to the centerline of Morgan Street;
thence South along the centerline of Morgan Street to the centerline 31st Street;
thence East along the centerline of 31st Street to the centerline of Chambers Street;
thence South along the centerline of Chambers Street to the centerline of 29th Street;
thence West along the centerline of 29th Street to the centerline of Court Street and the point of beginning;

Precinct 20.

Precinct Number Twenty includes the following area in Iowa House District 2:
Beginning at the intersection of the centerlines of Grandview Boulevard and 12th Street;
thence East along the centerline of 12th Street to the centerline of Nebraska Street;
thence North along the centerline of Nebraska Street to the centerline of 13th Street;
thence East along the centerline of 13th Street to the centerline of Jackson Street;
thence South along the centerline of Jackson Street to the centerline of 12th Street;
thence East along the centerline of 12th Street to the centerline of Court Street;
thence South along the centerline of Court Street to the centerline of 11th Street;
thence East along the centerline of 11th Street to the centerline of Floyd Boulevard;
thence South along the centerline of Floyd Boulevard to the centerline of Gordon Drive;
thence West along the centerline of Gordon Drive to the centerline of Court Street;
thence South along the centerline and centerline extended of Court Street to the Sioux City corporate limits;
thence Westerly along the Sioux City corporate limits to the centerline of Wesley Park Way;
thence Northerly along the centerline of Wesley Park Way to the centerline of Bluff Street;
thence Northerly along the centerline of Bluff Street and centerline of 11th Street;
thence East along the centerline of 11th Street to the centerline of Grandview Boulevard;

thence North along the centerline of Grandview Boulevard to the centerline of 12th Street and the point of beginning.

Precinct 21.

Precinct Number Twenty-one includes the following area in Iowa House District 2:

Beginning at the centerline of Court Street and 14th Street;
thence East along the centerline of 14th Street to the centerline of Floyd Boulevard;
thence South along the centerline of Floyd Boulevard to the centerline of 13th street;
thence east along the centerline of 13th street and the extended line of 13th Street to the centerline of the Union Pacific Railroad/CN/IC RR tracks;
thence Southerly along the centerline of the Union Pacific Railroad/CN/IC RR tracks to the centerline of 11th Street;
thence East along the centerline of 11th Street to the centerline of Lewis Boulevard;
thence Northerly along the centerline of Lewis Boulevard to the centerline of 18th Street;
thence Easterly along the centerline of 18th Street to the centerline of Park View Boulevard;
thence Easterly along the centerline of Park View Boulevard to the centerline of Martha Street;
thence South along the centerline of Martha Street to the centerline of 14th Street;
thence Easterly along the centerline of 14th Street to the centerline of East 18th Street extended to the Sioux City Corporate limits;
thence Southerly along the Sioux City Corporate limits to the centerline of Correctionville Road;
thence Westerly along the centerline of Correctionville Road to the centerline of South Westcott Street;
thence South along the centerline of South Westcott Street to the centerline of Gordon Drive;
thence West along the centerline of Gordon Drive to the centerline of Floyd Boulevard;
thence North along the centerline of Floyd Boulevard to the centerline of 11th Street;
thence West along the centerline of 11th Street to the centerline of Court Street;
thence North along the centerline of Court Street to the centerline of 14th Street the point of beginning.

Precinct 22.

Precinct Number Twenty-two includes the following area: in Iowa House District 2:

Beginning at the intersection of the centerlines of South Alice Street and Correctionville Road;
then Easterly along Correctionville Road to the Sioux City Corporate Limits;
thence Southerly following the Sioux City Corporate Limits to the point of intersection with the South corner of property known as 5615 Stone Avenue and the centerline of Stone Avenue;
thence West along the centerline of Stone Avenue to the centerline of Morningside Avenue;
thence Southeast along the centerline of Morningside Avenue to the centerline of Peters Avenue;
thence West along the centerline of Peters Avenue to the centerline of South Paxton Street;
thence North along the centerline of South Paxton Street to the centerline of Stone Avenue;
thence West along the centerline of Stone Avenue to the centerline of South Cecelia Street;
thence North along the centerline of South Cecelia Street to the centerline of Jay Avenue;
thence East along the centerline of Jay Avenue to the centerline of South Cecilia Street;
thence North along the centerline of South Cecelia Street to the centerline of Leech Avenue;
thence West along the centerline of Leech Avenue to the centerline of South Alice Street;
thence North along the centerline of South Alice Street to the centerline of Correctionville Road and the point of beginning.

Precinct 23.

Precinct Number Twenty-three includes the following area in Iowa House District 14:

Beginning at the intersection of the centerlines of South Court Street and Gordon Drive;
thence East along the centerline of Gordon Drive to the centerline of Westcott Street;
thence North along the centerline of Westcott Street to the centerline of Correctionville Road;
thence East along the centerline of Correctionville Road to the centerline of South Alice Street;
thence South along the centerline of South Alice Street to the centerline of Leech Avenue;
thence East along the centerline of Leech Avenue to the centerline of South Cecelia Street;
thence South along the centerline of South Cecelia Street to the centerline of Jay Avenue;

thence West along the centerline of Jay Avenue to the centerline of South Cecelia Street;
thence South along the centerline of South Cecelia Street to the centerline of Stone Avenue;
thence East along the centerline of Stone Avenue to the centerline of South Paxton Street;
thence South along the centerline of South Paxton Street to the centerline of Peters Avenue;
thence Southeasterly along the centerline of Valley Avenue to the centerline of Laurel Avenue;
thence Southwesterly along the centerline of Laurel Avenue to the centerline of South Paxton Street;
thence South along the centerline of South Paxton Street to the centerline of Garretson Avenue;
thence West along the centerline of Garretson Avenue to the centerline of South Paxton Street;
thence South along the centerline of South Paxton Street to the centerline of Transit Avenue;
thence West and Northwesterly along the centerline of Transit Avenue to the centerline of Cunningham Drive;
thence West along the centerline of Cunningham Drive to the centerline of the Burlington Northern Santa Fe Railroad tracks;
thence Southwesterly along the centerline of the Burlington Northern Santa Fe Railroad tracks to the Sioux City corporate limits;
thence Northwesterly along the Sioux City corporate limits and the Missouri River to the centerline extended of South Court Street;
thence North along the centerline extended and the centerline of South Court Street to the centerline of Gordon Drive and the point of beginning

Precinct 24.

Precinct Number Twenty-four includes the following area in Iowa House District 14:

Beginning at the intersection of the centerlines of Morningside Avenue and Stone Avenue;
thence East along the centerline of Stone Avenue to the centerline of South Pomegranite Street;
thence South along the centerline of South Pomegranite Street to the centerline of Gordon Drive;
thence East along the centerline of Gordon Drive to the centerline of South Maple Street;
thence South along the centerline of South Maple Street to the centerline of Orleans Avenue;
thence West along the centerline of Orleans Avenue to the centerline of South Cypress Street;

thence South along the centerline of South Cypress Street to the centerline of Morningside Avenue;
thence west along the centerline of Morningside Avenue to the centerline of Transit Avenue;
thence west along the centerline of Transit Avenue to the centerline of South Paxton Street;
thence North along the centerline of South Paxton Street to the centerline of Garretson Avenue;
thence East along the centerline of Garretson Avenue to the centerline of South Paxton Street;
thence North along the centerline of South Paxton to the centerline of Laurel Avenue;
thence Easterly along the centerline of Laurel Avenue to the centerline of Valley Avenue;
thence Northwesterly along the centerline of Valley Avenue to the centerline of Peters Avenue;
thence East along the centerline of Peters Avenue to the centerline of Morningside Avenue;
thence Northwesterly along the centerline of Morningside Avenue to the centerline of Stone Avenue and the point of beginning.

Precinct 25.

Precinct Number Twenty-five includes the following area in Iowa House District 14:

Beginning at the intersection of the centerlines of South Henry Street and Morningside Avenue;
thence East along the centerline of Morningside Avenue to the centerline of South Cypress Street;
thence North along the centerline of South Cypress Street to the centerline of Orleans Avenue;
thence East along the centerline of Orleans Avenue to the centerline of South Maple Street;
thence North along the centerline of South Maple Street to the centerline of Gordon Drive;
thence West along the centerline of Gordon Drive to the centerline of South Pomegranite Street;
thence North along the centerline of South Pomegranite Street to the centerline of Stone Avenue;
thence East along the centerline of Stone Avenue to the Sioux City Corporate Limits;
thence Southerly along the Sioux City Corporate Limits to the centerline of Morningside Avenue;
thence Northwesterly along the centerline of Morningside Avenue to the centerline of Bushnell Avenue;

thence Southwest along the centerline of Bushnell Avenue to the centerline of South Walker Street;
thence South along the centerline of South Walker Street to the centerline of Myers Avenue;
thence Westerly along the centerline of Myers Avenue to the centerline of South Lyons Street;
thence South along the centerline of South Lyons Street to the centerline of Seger Avenue;
thence West along the centerline of Seger Avenue to the center line of Willow Street;
thence North along the centerline of Willow Street to the centerline of to the centerline of Windsor Avenue;
thence Westerly along the centerline of Windsor Avenue to the centerline of South Maple Street;
thence North along the centerline of South Maple Street to the centerline of Bushnell Avenue;
thence West along the centerline of Bushnell Avenue to the centerline of South Cypress Street;
thence South along the centerline of South Cypress to the centerline of Myers Avenue;
thence West along the centerline of Myers Avenue to the centerline of South Lakeport Street;
thence North along the centerline of South Lakeport Street to the centerline of Applewood Avenue;
thence Westerly along the centerline of Applewood Avenue to the centerline of South Nicollet Street;
thence North along the centerline of South Nicollet Street to Glenn Avenue;
thence East along the centerline of Glenn Avenue to the centerline of South Clinton Street;
thence North along the centerline of South Clinton Street to the centerline of 5th Avenue;
thence East along the centerline of 5th Avenue to the centerline of South Henry Street;
thence North along the centerline of South Henry Street to the centerline of Morningside Avenue and the point of beginning.

Precinct 26.

Precinct Number Twenty-six includes the following area in Iowa House District 14:

Beginning at the intersection of the centerlines of Cunningham Drive and Transit Avenue;
thence Southeasterly and Easterly along the centerline of Transit Avenue to the centerline of Morningside Avenue;

thence east along the centerline of Morningside Avenue to the centerline of South Henry Street; thence South along the centerline of South Henry Street to the centerline of 5th Avenue;

thence West along the centerline of 5th Avenue to the centerline of South Clinton Street;

thence South along the centerline of South Clinton Street to the centerline of Glenn Avenue;

thence West along the centerline of Glenn Avenue to the centerline of Lewis Boulevard;

thence South along the centerline of Lewis Boulevard to the centerline of U.S. Highway 20;

thence West along the centerline of U.S. Highway 20 to the Sioux City corporate limits;

thence North along the Sioux City corporate limits to the centerline of the Burlington Northern Santa Fe Railroad tracks;

thence Northeasterly along the centerline of the Burlington Northern Santa Fe Railroad tracks to the centerline of Cunningham Drive;

thence East along the centerline of Cunningham Drive to the centerline of Transit Avenue and the point of beginning.

Precinct 27.

Precinct Number Twenty-seven includes the following area: in Iowa House District 14;

Beginning at the intersection of the centerlines of South Lewis Boulevard and Glenn Avenue;

thence East along the centerline of Glenn Avenue to the centerline of South Nicollet Street;

thence South along the centerline of South Nicollet Street to the centerline of Bushnell Avenue;

thence West along the centerline of Bushnell Avenue to the centerline South Cleveland Street;

thence South along the centerline South Cleveland Street of to the centerline of Seger Avenue;

thence West along the centerline of Seger Avenue to the centerline of South Saint Aubin;

thence North along the centerline of South Saint Aubin to the centerline of Sergeant Road;

thence Southwesterly along the centerline of Sergeant Road to the centerline of Walden Avenue;

thence West along the centerline of Walden Avenue to the centerline of South Coral Street;

thence Northerly along the centerline of South Coral Street to the centerline of Lincoln Way;

thence Westerly along the centerline Lincoln Way to the centerline of South Lewis Boulevard;

thence North along the centerline of South Lewis Boulevard to the centerline of Glenn Avenue and the point of beginning.

Precinct 28.

Precinct Number Twenty-eight includes the following area in Iowa House District 14:

Beginning at the intersection of centerlines of South Lakeport Street and Myers Avenue;

thence East along the centerline of Myers Avenue to the centerline of South Cypress Street;

thence North along the centerline of South Cypress Street to the centerline of Bushnell Avenue;

thence East along the centerline of Bushnell Avenue to the centerline of South Maple Street;

thence South along the centerline of South Maple Street to the centerline of Windsor Avenue;

thence Easterly along the centerline of Windsor Avenue to the centerline Willow Street;

thence South along the centerline of Willow Street to the centerline of Seger Avenue;

thence East along the centerline of Seger Avenue to the centerline of South Lyons Street;

thence North along the centerline of South Lyons Street to the centerline of Myers Avenue;

thence Easterly along the centerline of Myers Avenue to the centerline of South Walker Street;

thence North along the centerline of South Walker Street to the centerline of Bushnell Avenue;

thence Northeast along the centerline of Bushnell Avenue to the centerline of Morningside Avenue;

thence Southeast along the centerline of Morningside Avenue to the Sioux City corporate limits;

thence Northerly along the Sioux City corporate limits to the North Boundary of Woodbury Township;

thence East along the North Boundary of Woodbury Township to the Northeast corner of Census Tract 3302, Census Tract 1005;

thence South along Census Tract 3302, Census Block 1005 to the Sioux City corporate limits;

thence South and clockwise along the Sioux City corporate limits to Census Tract 3302, Census Block 1040;

thence Northerly along Census Tract 3302, Census Block 1040 to Census Tract 2101, Census Block 3017;

thence Northerly and Westerly along Census Tract 2101, Census Block 3017 to Census Tract 2101, Census Block 3019;

thence West along Tract 2101, Census Block 3019 to Census Tract 2101, Census Block 3023;
thence Westerly along Census Tract 2101, Census Block 3023 to Census Tract 2101, Census Block 3020;
thence Northwesterly along Census Tract 2101, Census Block 3020 to the centerline of South Lakeport Street;
thence North along the centerline of South Lakeport Street to centerline of Myers Avenue and the point of beginning;

and, all the unincorporated area in Woodbury Township described as Census Tract 1900, Census Blocks 1001, 1002 and 1011 and Census Tract 3302, Census Blocks 1006 and 1007.

Precinct 29.

Precinct Number Twenty-nine includes the following area in Iowa House District 14:

Beginning at the intersection of the centerlines of South Lewis Boulevard and Lincoln Way;
thence Easterly along the centerline of Lincoln Way to the centerline of South Coral Street;
thence South along the centerline of South Coral Street to the centerline of Walden Avenue;
thence easterly along the centerline of Walden Avenue to the centerline of Sergeant Road;
thence Northerly along the centerline of Sergeant Road to the centerline of South Saint Aubin Street;
thence South along the centerline of South Saint Aubin Street to the centerline of Seeger Avenue;
thence East along the centerline of Seeger Avenue to the centerline of South Cleveland Street;
thence North along the line of South Cleveland Street to the centerline of Bushnell Avenue;
thence East along the centerline of Bushnell Avenue to the centerline of South Nicollet Street;
thence South along the centerline of South Nicollet Street to the centerline of Applewood Avenue;
thence East along the centerline of Applewood Avenue to the centerline of South Lakeport Street;
thence Southerly along the centerline of South Lakeport Street to Census Tract 2101, Census Block 3020;
thence Southwesterly along Census Tract 2101, Census Block 3020 to Census Tract 2101, Census Block 3023;
thence Easterly along Census Tract 2101, Census Block 3023 to Census Tract 2101, Census Block 3019;

thence East along Census Tract 2101, Census Block 3019 to Census Tract 2101, Census Block 3017;
thence Easterly and Southerly along Census Tract 2101, Census Block 3017 to Census Tract 3302, Census Block 1040;
thence Southerly along Census Tract 3302, Census Block 1040 to the Sioux City corporate limits;
thence clockwise along the Sioux City corporate limits to Census Tract 3600, Census Block 4047;
thence East along Census Tract 3600, Census Block 4047 to Census Tract 3600, Census Block 4062;
thence North Easterly along Census Tract 3600, Census Block 4062 to Census Tract 3600, Census Block 4064;
thence East along Census Tract 3600, Census Block 4064 to Census Tract 3301, Census Block 3026;
thence East and Southerly along Census Tract 3301, Census Block 3026 to Census Tract 3600, Census Block 4064;
thence Southerly along Census Tract 3600, Census Block 4064 to Census Tract 3600, Census Block 4068;
thence Southerly along Census Tract 3600, Census Block 4068 to Census Tract 3500, Census Block 2011;
thence Southerly along Census Tract 3500, Census Block 2011 to Sioux City corporate limits;
thence clockwise along the Sioux City corporate limits to the centerline of U.S. Highway 20;
thence East along the centerline of U.S. Highway 20 to the centerline of South Lewis Boulevard;
thence North along the centerline of South Lewis Boulevard to the centerline of Lincoln Way and the point of beginning;

and all the unincorporated area in Woodbury Township described as Census Tract 3301, Census Block 3026; Census Tract 3600, Census Blocks 4047, 4060, 4062 and 4064; and all the unincorporated area in Liberty Township described as Census Tract 3600, Census Blocks 4067, 4068 and 4074.

Precinct 30.

Precinct Number 30 includes the following area in Iowa House District 14:

Beginning at the intersection of the center line of Union Pacific Railroad and the Northern boundary of Sergeant Bluff;
thence Southerly along the center line of Union Pacific Railroad to the Eastern boundary of Sergeant Bluff;
thence clockwise along the Sergeant Bluff Corporate Limits line to the center line of Union Pacific Railroad and the point of beginning.

Precinct 31.

Precinct Number 31 includes the following area in Iowa House District 14:

Beginning at the intersection of the center line of Union Pacific Railroad and the Northern boundary of Sergeant Bluff;
thence Southerly along the center line of Union Pacific Railroad to the Eastern boundary of Sergeant Bluff;
thence counterclockwise along the Sergeant Bluff Corporate Limits to the center line of Union Pacific Railroad and the point of beginning.”

Precinct 32.

Precinct Number 32 includes the following area in Iowa House District 14: Woodbury Township, but except therefrom that part of the incorporated City of Sioux City, Iowa and the incorporated City of Sergeant Bluff within Woodbury Township and that unincorporated area of Woodbury Township constituting Census Tract 1900, Blocks 1001, 1002 and 1011, Census Tract 3301, Census Block 3026; Census Tract 3302, Blocks 1006 and 1007; Census Tract 3600, Census Blocks 4047, 4060, 4062 and 4064 and Census Tract 3600, Block 4033 and Block 4034.

Precinct 33.

Precinct Number 33 includes the following area in Iowa House District 14: Woodbury Township Census Tract 3600, Census Blocks 4033 and 4034;

Liberty Township, including the incorporated City of Salix, Iowa within Liberty Township; but except therefrom that part of the incorporated City of Sioux City, Iowa within Liberty Township; that part of the incorporated City of Sergeant Bluff, Iowa within Liberty Township and that unincorporated area of Liberty Township described as Census Tract 3600, Census Blocks 4067, 4068 and 4074.

Precinct 34.

Precinct Number 34 includes the following area in Iowa House District 13: Merville Township, Wolf Creek Township and Arlington Township, including the incorporated City of Merville, Iowa.

Precinct 35.

Precinct Number 35 includes the following area in Iowa House District 13: Rutland Township and the incorporated City of Pierson, Iowa, including that part of the incorporated City of Pierson, Iowa within Rutland Township and that part of the incorporated City of Pierson, Iowa within Union Township.

Precinct 36.

Precinct Number 36 includes the following area in Iowa House District 13: Union Township, including that part of the incorporated City of Correctionville, Iowa within Union Township; but except therefrom that part of the incorporated City of Pierson, Iowa within Union Township;

and Kedron Township, including that part of the incorporated City of Correctionville, Iowa within Kedron Township; but except therefrom that part of the incorporated City of Anthon within Kedron Township;

and that part of the incorporated City of Correctionville, Iowa within Rock Township.

Precinct 37.

Precinct Number 37 includes the following area in Iowa House District 13: Grange Township and Floyd Township, including the incorporated City of Bronson, Iowa within Floyd Township; but except therefrom that part of the incorporated City of Lawton, Iowa within Floyd Township.

Precinct 38.

Precinct Number 38 includes the following area in Iowa House District 13: Rock Township and all the City of Cushing, Iowa within Rock Township; but except therefrom that part of the incorporated City of Correctionville, Iowa within Rock Township.

Precinct 39.

Precinct Number 39 includes the following area in Iowa House District 13: Westfork Township and Willow Township, including the incorporated City of Hornick, Iowa.

Precinct 40.

Precinct Number 40 includes the following area in Iowa House District 13: Grant Township, Miller Township and the City of Anthon, Iowa, including that part of the incorporated City of Anthon, Iowa within Miller Township; and that part of the incorporated City of Anthon, Iowa within Kedron Township.

Precinct 41.

Precinct Number 41 includes the following area in Iowa House District 13: Morgan Township and Liston Township, including the incorporated City of Danbury.

Precinct 42.

Precinct Number 42 includes the following area in Iowa House District 13: Lakeport Township and Sloan Township, including the incorporated City of Sloan, Iowa.

Precinct 43.

Precinct Number 43 includes the following area in Iowa House District 13: Little Sioux Township, including the incorporated City of Smithland, Iowa.

Precinct 44.

Precinct Number 44 includes the following area in Iowa House District 13: Oto Township, including the incorporated City of Oto, Iowa.

SECTION 2: THE BOUNDARIES OF THE SUPERVISOR DISTRICTS IN WOODBURY COUNTY, IOWA SHALL BE AS FOLLOWS:

District 1.

District number one shall consist of the following area:
Woodbury County precincts one, two, three, twelve, thirteen, fourteen and fifteen.

District 2.

District number two shall consist of the following area:
Woodbury County precincts four, five, seven, eight, ten, eighteen and nineteen.

District 3.

District number three shall consist of the following area:
Woodbury County precincts sixteen, seventeen, twenty-two, twenty-five, twenty-six, thirty-four, thirty-five, thirty-six, thirty-seven, thirty-eight and forty.

District 4.

District number four shall consist of the following area:
Woodbury County precincts six, nine, eleven, twenty, twenty-one, twenty-three, and twenty-four.

District 5.

District number five shall consist of the following area:
Woodbury County precincts twenty-seven, twenty-eight and twenty-nine, thirty, thirty-one, thirty-two, thirty-three, thirty-nine, forty-one, forty-two, forty-three and forty-four.

SECTION 3: Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SO RESOLVED this 21st day of December, 2021.

1st Hearing: _____

2nd Hearing: _____

3rd Hearing: _____

Woodbury County Board of Supervisors

Rocky De Witt, Chairperson

Keith Radig

Jeremy Taylor

Matthew Ung

Justin Wright

Attest:

Patrick F. Gill, Clerk to the Board

**State of Iowa
County Redistricting Worksheet (1 of 2)
Plan Two and Plan Three Counties Only**

County: Woodbury County

Ideal District Population

Divide the total population of the county by the number of supervisor districts.

$$\frac{105,941}{\text{County Population}} \div \frac{5}{\text{\# Supervisor Districts}} = \frac{21,188}{\text{Ideal District Population}}$$

[§§42.4(1)(a), 331.209(1), 331.210]

Maximum Allowable Variation

Multiply the Ideal District Population by 0.01.

$$\frac{21,188}{\text{Ideal Population}} \times 0.01 = \frac{212}{\text{Maximum Allowable Variation}}$$

[§§42.4(1)(a), 331.209(1), 331.210]

District Population Variations

- Enter the population for each supervisor district on the chart below.
- Compare each District Population with the Ideal District Population that you calculated above. Subtract the smaller population number of the two from the larger. List the difference in the Variation column below.
- Total the populations of all districts. The total must equal the census population for your county.
- Total the variations for all districts to determine the overall variation.

District	Population	Variation
1	21,090	98
2	21,112	76
3	21,154	34
4	21,308	120
5	21,277	89
	105,941 = Total Population	417 = Overall Variation

Important Note: If the variation of any district is greater than the Maximum Allowable Variation, the board of supervisors must publish the justification for the variation in one or more official newspapers within 10 days after the plan is adopted. Proof of publication must be included in the materials sent to the Secretary of State.

[§§42.4(1)(a), 331.209(1), 331.210]

State of Iowa
 County Redistricting Worksheet (2 of 2)
 Supervisor District Population Certification

County: Woodbury County

Average Variation

Divide the overall variation by the number of supervisor districts.

$$\frac{417}{\text{Overall Variation}} \div \frac{5}{\text{\# Supervisor Districts}} = \underline{83} \text{ Average Variation}$$

If the Average Variation is greater than the Maximum Allowable Variation, the plan must be rejected.

[§§42.4(1)(a), 331.209(1), 331.210]

District Size Comparison

Divide the population of the largest district by the smallest district.

$$\frac{21,308}{\text{Largest district population}} \div \frac{21,090}{\text{Smallest district population}} = \underline{1.01}$$

This number must be 1.05 or less. If it is greater than 1.05, the plan must be rejected.

[§§42.4(1)(a), 331.209(1), 331.210]

District Populations

District Number	Population
1	21,090
2	21,112
3	21,154
4	21,308
5	21,277
Total Population	105,941

I hereby certify that this is a complete and correct list of all supervisor districts in this county of Woodbury and that the population data included is correct.

Signed: _____ Date: _____
 Chairperson of Board of Supervisors

Print Name: Rocky De Witt

**State of Iowa
County Reprecincting Worksheet (1 of 2)
All Counties (Plan One, Plan Two, Plan Three)**

County Information

County: Woodbury

County Population (use 2020 Census number): 105941

Number of precincts (not including absentee): 44

County Point of Contact Information for Reprecincting & Redistricting Process

Name: Patrick Gill Title: Auditor & Recorder

Telephone: 712-251-1153

Email: pgill@woodburycountyiowa.gov

Address: 620 Douglas Street, Sioux City, Iowa 51101
Street Address City Zip

Supervisor Plan (choose one)

- Plan One: Supervisors elected at-large without residency requirements
- Plan Two: Supervisors elected at-large but must live in supervisor district
- Plan Three: Supervisors elected by supervisor district and must live in district

Precinct Ordinance and Public Hearing Information

1. Attach a copy of the ordinance describing the county precinct boundaries with this worksheet. If no changes were made to the precinct boundaries following the 2020 census, you still must submit the ordinance, and a copy of the existing precinct ordinance is sufficient.
2. Write the date on which the public hearing was held. If no changes to precinct boundaries were made, a public hearing was not required so write N/A on the line below.

Date of public hearing(s): _____

**State of Iowa
County Reapportioning Worksheet
Precinct Population Certification**

County: Woodbury

Precinct Name or Number	Population of Unincorporated Portion	Population of Incorporated Portion	Total Population
1		3011	3011
2		3468	3468
3		3019	3019
4		3354	3354
5		3204	3204
6		3131	3131
7		3067	3067
8		2844	2844
9		2774	2774
10		2164	2164
11		1986	1986
12		2729	2729
13		2226	2226
14		3192	3192
15		3445	3445
16		2022	2022
17	1469	943	2412
18		3324	3324
19		3155	3155
20		3203	3203
21		3221	3221
22		3040	3040
23		3497	3497
24		3496	3496
25		3497	3497
26		3487	3487
27		3421	3421
28	70	3329	3379
29	0	3485	3485

**State of Iowa
County Reprecincting Worksheet (2 of 2)
Precinct Population Certification**

County: Woodbury

If you require lines in addition to those below, make copies of the following page as needed.

Precinct Name or Number	Population of Unincorporated Portion	Population of Incorporated Portion	Total Population
30		3045	3045
31		1970	1970
32	1634		1634
33	659	295	954
34	956	1687	2643
35	253	337	590
36	406	766	1172
37	742	294	1036
38	189	230	419
39	530	255	785
40	291	545	836
41	308	320	628
42	282	1042	1324
43	215	181	396
44	156	72	228
County Total Population	8168	97773	105941

I hereby certify that this is a complete and correct list of all precincts in this county of Woodbury _____ and that the population data included is correct.

Signed: _____ Date: _____
Chairperson of Board of Supervisors

Print Name: Rocky De Witt

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

Date: 12/14/2021

Weekly Agenda Date: 12/21/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Bill Cole, SRTS

WORDING FOR AGENDA ITEM:

Approve a motion to direct staff to work with the Siouxland Regional Transit System to prepare a memo of understanding, a loan agreement, prepare a resolution to approve issuance of facility revenue bonds.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Siouxland Regional Transit System, a non-profit organization, requests approval for a loan agreement, memo of understanding, and sale of facility revenue bonds to finance construction of a new office and bus storage facility in the amount of \$2,000,000. The motion to direct staff to work with SRTS to prepare the necessary documents and resolution, will allow SRTS to engage bond council and other financial advisors as necessary to bring the resolution and loan agreement back to the Woodbury County Board of Supervisors for formal approval.

BACKGROUND:

The Siouxland Regional Transit System (SRTS) is a non-profit organization that provides public transit services for a five county area in northwest Iowa. SRTS received a federal BUILD grant to build a new Operations and Bus Storage facility in the amount of \$7,000,000. Design and specifications were prepared and bids let on December 3, 2021. Due to impacts of Covid-19 on construction costs and materials, bids exceeded the federal grant amount available. SRTS is requesting that Woodbury County enter into an agreement for a loan, and to sell facility revenue bonds in the amount of \$2,000,000 to help finance the new SRTS facility. Construction of the facility will be on the north side of Gordon Drive just east of Hwy 75. The new facility will contain offices for SRTS and the Siouxland Interstate Metropolitan Planning Council. The facility will also contain bus maintenance, and bus storage for the public transit buses operated by SRTS. Construction is planned beginning in April 2022 and completed in the fall of 2023.

FINANCIAL IMPACT:

Woodbury County (the "Issuer") has been requested by the Siouxland Regional Transit System(the "Borrower"), a Tax Exempt Organization, to issue Facility Revenue Bonds (Siouxland Regional Transit System, Operations and Bus Storage Facility Project) in an aggregate principal amount not to exceed \$2,000,000 (the "Bonds") pursuant to the Act for the purpose of financing the acquisition of land, construction, furnishing and equipping of a new facility to support rural public transit and paying for costs of issuance and certain other costs associated with the issuance of the Bonds; and

It is proposed to finance the foregoing through the issuance of the Facility Revenue Bonds and to loan the proceeds from the sale of the Bonds to the Borrower under a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

The Bonds, if issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Loan Agreement; and

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 to approve a request from the Siouxland Regional Transit System, a non-profit organization, to move forward with preparing the necessary agreement and resolution to sell facility revenue bonds for construction of a facility to support the rural public transit system operation in the amount of \$2,000,000.

ACTION REQUIRED / PROPOSED MOTION:

Approve a motion to direct staff to work with the Siouxland Regional Transit System to prepare a memo of understanding, a loan agreement, prepare a resolution to approve issuance of facility revenue bonds.

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

Date: 12.10.2021 Weekly Agenda Date: 12.21.2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kevin Grieme

WORDING FOR AGENDA ITEM:

Final approval of CIP request for building improvement project at 1014 Nebraska facility in the amount of \$55,000.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This is requesting formal approval for the front window project that had been included on the CIP request form for FY22.

BACKGROUND:

The project was submitted and reviewed in the FY22 CIP project process. The project is being proposed to remove and replace the large windows that are located in the administrative area of SDHD. The current windows were originally installed with the building construction in the 70's. They are not as energy efficient as current window projects, so an energy savings is anticipated.

FINANCIAL IMPACT:

The lowest bid recieved was for \$75,140, the second bid totaled \$82,990. Attached documentation reflects anticipated energy cost savings as the result of this type of improvement.

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

Yes No

RECOMMENDATION:

Recommendation that the BOS approve the attached bid with HCI Construction in the amount of \$55,000 for this project. SDHD will then use \$20,140 out of agency funds to pay the difference.

ACTION REQUIRED / PROPOSED MOTION:

Approve and allow the agreement to be signed with HCI Construction for window replacement in the amount of \$75,140.

Proposal

HCI CONSTRUCTION COMPANY

1505 Stable Drive

South Sioux City, Nebr. 68776

Ph. 402-494-0222

Fax 494-3110

GENERAL CONTRACTOR

November 11, 2021

Proposal Submitted to: Attn: Tom Calvillo Office 712-279-6119
Cell 712-490-4434

Siouxland District Health
1014 Nebraska St
Sioux City, IA 51105

**** This proposal is being emailed to Tom****

tcalvillo@sioux-city.org

Scope of work included: Remove the 9 Ft. tall Alum. Store front window on the south side of the building. Infill the openings as discussed by framing metal stud walls with drywall interior and 4" Break off style CMU block exterior. The metal stud walls 3 5/8" will be insulated. The new windows will be Dark bronze aluminum fixed windows with low-E glass and agon. The interior drywall will be fixed and painted, vinyl base along the wall at the existing flooring. 6-inch-wide Corian windowsills will be installed on the inside of the windows the sides and top will be drywall returned and have roller shades installed. In Kevin's office the area of ceiling near the south wall will be lowered to the height of other ceiling, the lights and the fire sprinkler heads will also be lowered.

Remodel Price \$70,940.00

Add for winter work \$ 4,200.00

Work per walk through and discussion with Tom and Kevin

All work is scheduled for normal working hour's construction.

Any change orders to be approved by owner.

We propose hereby to furnish material and labor –complete in accordance with above scope of work for the sum of:

\$75,140.00

Authorized signature: Vern Bright

Vern Bright P.M.

712-898-9146

Acceptance of Proposal-The above price, scope of work, and conditions are satisfactory and are hereby accepted.

Authorized signature: _____ Date _____



2805 W.4th Street
 Sioux City, Iowa 51103
 Ph. 712-224-4232 Fax 712-224-4233

Proposal

PROPOSAL SUBMITTED TO Siouxland District Health Department	PHONE 712-279-6119	Date 11/15/2021
STREET 1014 Nebraska St	JOB NAME South Façade Improvements	
CITY, STATE, AND ZIP CODE Sioux City IA 51101	JOB LOCATION Same	

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Labor and material for new façade including windows, new concrete block to match existing finish, steel lintels, interior framing, drywall, paint, demo, permits, dumpsters, window blinds, pass through door, solid surface window sills, electrical.

Add for winter conditions (enclosures, heater, and fuel): \$5,110

WE PROPOSE hereby to furnish material and labor-complete in accordance with above specifications for the sum of: Eighty Two Thousand Nine Hundred Ninety Dollars	\$82,990.00
--	--------------------

Payment to be made as follows:

Payment due 15 days after invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

AUTHORIZED SIGNATURE *Steve Nelson*
Steve Nelson - Project Manager

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

 SIGNATURE

Date of acceptance: _____

 SIGNATURE



14242 C Circle
Omaha, NE 68144
Phone (402) 339-3737
Toll Free (800) 383-4527
Fax (402) 339-9395

November 29th, 2021

RE: Siouxland District Health Cost Savings

Burnight Glass

Sioux City, SD 57049

Travis

Regarding the glazing that is presently installed and is more than 20 + years in age. Yes, there will be a direct savings when installing a thermally broken aluminum store front system along with insulated glass units with low emissivity glass. The savings in actual dollars will vary due to a couple of variables, one being which elevation it is installed on and if there are entry doors involved?

Updating the aluminum framing and glass will give you a savings, the hard part is getting an actual hard dollar amount of savings. This is because we need to have the HVAC provider involved. HVAC is where you will see the savings, one area of cost savings will be the size of the system needed to heat and cool. Then that will determine your monthly saving on running this equipment. As far as where the glass will be a savings depends on a couple of factors. The U-Value #'s which are determined by the glass types being used. Then with your Solar Heat Gain Coefficient #'s, which are a measurement of the direct sunlight that we are wanting to control in the building. This will also be a factor



14242 C Circle
Omaha, NE 68144
Phone (402) 339-3737
Toll Free (800) 383-4527
Fax (402) 339-9395

of size needed for the HVAC system. Also, this will allow the system to work more efficient 24 hours a day.

For instance, with your old system you were probably looking at a center of glass u-value of somewhere around 1.65 – 1.75. Center of glass means a computation of the thermal transference that we are getting from the glass and aluminum working together. So with the new technology when installing thermally broken aluminum which eliminates so much transference this along with low emissivity glass coatings which will allow the daylight energy in and holds it in so the temperature variances are not as drastic and allows the HVAC system to work less, which is another cost savings. So, with using the thermally broken aluminum system and the low emissivity glass you could be in the range of a center of glass U-value up around the 4.10 – 4.20 in comparison to what you are presently seeing with your older glazing system. Don't let this big jump in center of glass #'s excite you. When we bring all these factors into the calculation it is a savings but is relative to the overall building and what percentage of your building is brick and what is glass?

But they do mean savings in four cost centers, first is the overall cost of the heating and cooling system needed for the building, if the system isn't being replaced there will still be a savings because the system will work less and not be turning on and off as much. Second would be the direct savings in your monthly energy cost, this savings would need to be determined by your HVAC supplier. Third savings is the wear on the building materials and furniture and art, the low e glass reduces ultraviolet rays by up to 98%, so no fading. Last and not as tangible as the previous 3 savings is the people factor, employees will not feel the



14242 C Circle
Omaha, NE 68144
Phone (402) 339-3737
Toll Free (800) 383-4527
Fax (402) 339-9395

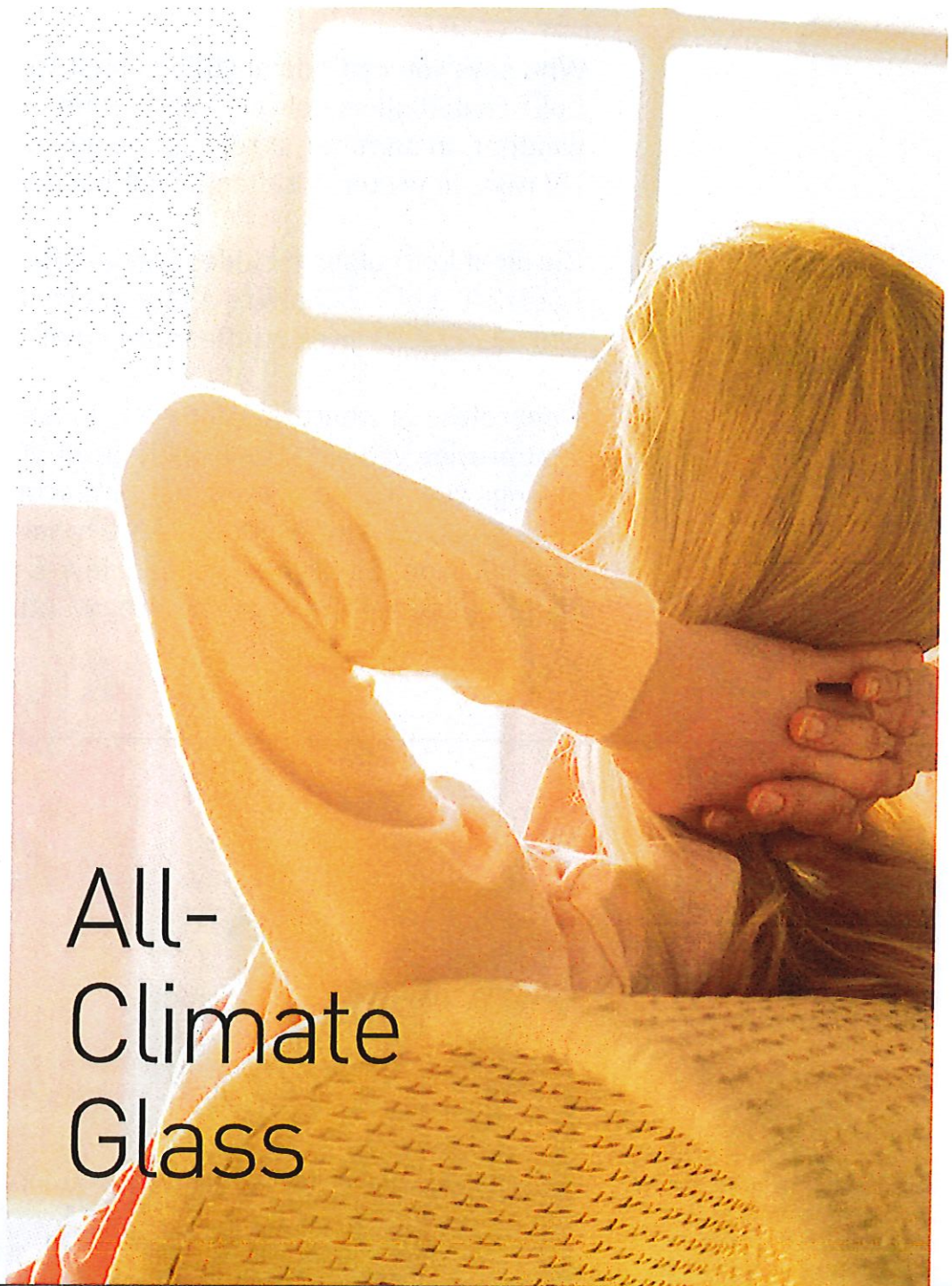
drafts from around the glass and they will feel the warmth that will come from the daylight. With this part of the country being what they call a northern climate and that means we run the heat majority of the year. This glass will hold the heat in the building. Add in the fact that the daylight is a proven benefit for humans which will mean a more productive work force.

If there are any questions that you or your customer might have, feel free to give me a call anytime.

Sincerely

A handwritten signature in cursive script that reads "Patrick J. McGonigal".

Patrick J. McGonigal



All- Climate Glass



CARDINAL CG  ENGINEERING THE FUTURE OF COATED GLASS
A CARDINAL GLASS INDUSTRIES COMPANY

Who says you can't do anything about the weather? Cardinal's LoE² coated glass delivers year-round comfort in all types of weather. In summer, it rejects the sun's heat and damaging UV rays. In winter, it reflects heat back into the room.

Cardinal LoE² glass includes two variations, LoE²-272 and LoE²-270. LoE²-272 offers a little more light transmittance, while LoE²-270 gives a little more solar control.

Regardless of where your home is located, choosing windows that provide you with the highest level of comfort and energy savings year-round is extremely important. And choosing the right glass for your windows is the most important factor in that decision. Go beyond ordinary low-E glass. Let LoE² glass help you handle the weather – any weather.



When the temperature is heading to the top of the thermometer, ordinary window glass simply welcomes in the heat. Cardinal LoE², however, has been specially formulated to reject the sun's heat and damaging rays and keep your home cool and comfortable. The patented LoE² coating provides high-performance solar control and visual clarity. The end result of all this engineering is that Cardinal LoE² provides the ultimate in comfort because it reduces window heat gain by 50% or more when compared to ordinary glass.



Hot sun?
Cool windows.

Frigid outside, cozy inside.

During cold weather, the insulating effect of your windows has a direct impact on how your rooms feel. Typically, 75% of the exposed surface of a window is glass, and the temperature of the room-side of the glass directly affects the air temperature in the room. The better insulated the window glass, the warmer your room will be.

In fact, the Efficient Windows Collaborative (www.efficientwindows.org) suggests that when glass surface temperatures fall below 52°F, there is a risk of thermal discomfort. To maintain the best comfort during the winter, select a glass product that produces surface temperatures that will stay above this point during the coldest outdoor conditions.



INSIDE GLASS AND OUTSIDE TEMPERATURES

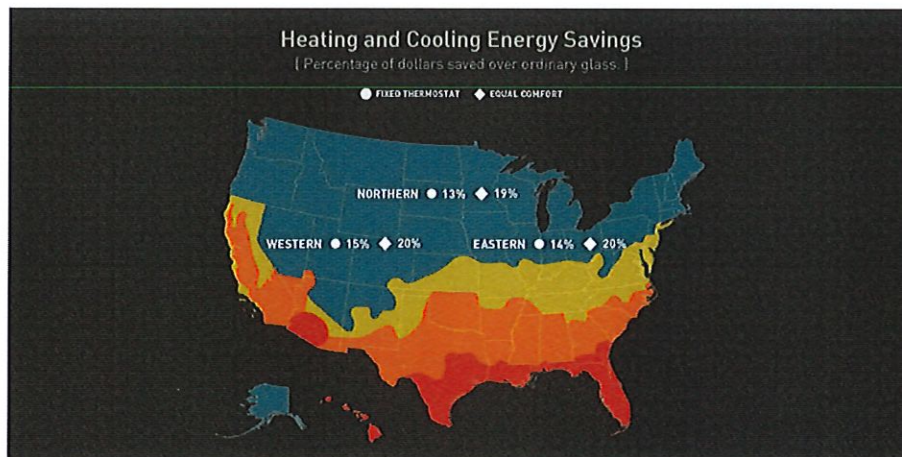
The table below compares the room-side center of glass temperatures of different glass types against two different winter conditions.

IG TYPE AND COATING	OUTSIDE TEMPERATURES	
	VERY COLD OUTSIDE -20°F (-30°C)	COLD OUTSIDE 20°F (-10°C)
	INSIDE TEMPERATURES	
Single-pane, Clear	0°F (-19°C)	31°F (-3°C)
Double-pane, Clear	37°F (2°C)	51°F (9°C)
Ordinary low-e (air fill)	46°F (7°C)	57°F (13°C)
LoE ² -272/270 (air fill)	49°F (9°C)	58°F (14°C)
LoE ² -272/270 (argon fill)	52°F (10°C)	60°F (15°C)

The superior insulating capability of Cardinal LoE² glass is a key factor in the construction of comfortable windows for cold climates. The dramatic comfort improvement from windows with warm glass surfaces also means the relative humidity of the indoor air can be controlled and maintained properly. Proper humidity levels (not too much, not too little) will improve comfort and promote a healthier living environment.

Glass so smart, it controls your comfort.

Although windows provide beautiful views and wonderful natural light, they can also account for up to 50% of the heating and cooling energy consumed in a home. In the summer Cardinal LoE² keeps your home cool and comfortable by rejecting the sun's heat and damaging rays. In the winter it helps your home stay warm and cozy by blocking heat loss to the cold weather outside. In short, it can save energy year-round.



*Thermostat settings are the largest variable in establishing the heating and cooling energy savings potential with window replacements. If you tolerate the discomfort from your current windows and don't change thermostat settings with the weather, consider the savings suggested from the "Fixed Thermostat" column. If on the other hand you frequently adjust the thermostat, add space heaters to compensate for cold rooms, or close drapes/blinds to block the sun, consider the additional savings suggested in the "Equal Comfort" column.

Frigid outside, cozy inside.

During cold weather, the insulating effect of your windows has a direct impact on how your rooms feel. Typically, 75% of the exposed surface of a window is glass, and the temperature of the room-side of the glass directly affects the air temperature in the room. The better insulated the window glass, the warmer your room will be.

In fact, the Efficient Windows Collaborative (www.efficientwindows.org) suggests that when glass surface temperatures fall below 52°F, there is a risk of thermal discomfort. To maintain the best comfort during the winter, select a glass product that produces surface temperatures that will stay above this point during the coldest outdoor conditions.



INSIDE GLASS AND OUTSIDE TEMPERATURES

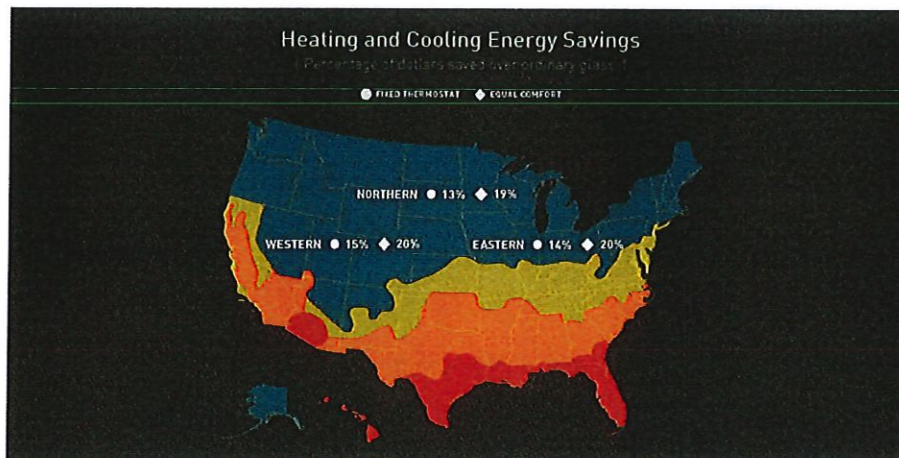
The table below compares the room-side center of glass temperatures of different glass types against two different winter conditions.

IG TYPE AND COATING	OUTSIDE TEMPERATURES	
	VERY COLD OUTSIDE -20°F (-30°C)	COLD OUTSIDE 20°F (-10°C)
	INSIDE TEMPERATURES	
Single-pane, Clear	0°F (-19°C)	31°F (-3°C)
Double-pane, Clear	37°F (2°C)	51°F (9°C)
Ordinary low-e (air fill)	46°F (7°C)	57°F (13°C)
LoE²-272/270 (air fill)	49°F (9°C)	58°F (14°C)
LoE²-272/270 (argon fill)	52°F (10°C)	60°F (15°C)

The superior insulating capability of Cardinal LoE² glass is a key factor in the construction of comfortable windows for cold climates. The dramatic comfort improvement from windows with warm glass surfaces also means the relative humidity of the indoor air can be controlled and maintained properly. Proper humidity levels (not too much, not too little) will improve comfort and promote a healthier living environment.

Glass so smart, it controls your comfort.

Although windows provide beautiful views and wonderful natural light, they can also account for up to 50% of the heating and cooling energy consumed in a home. In the summer Cardinal LoE² keeps your home cool and comfortable by rejecting the sun's heat and damaging rays. In the winter it helps your home stay warm and cozy by blocking heat loss to the cold weather outside. In short, it can save energy year-round.



*Thermostat settings are the largest variable in establishing the heating and cooling energy savings potential with window replacements. If you tolerate the discomfort from your current windows and don't change thermostat settings with the weather, consider the savings suggested from the "Fixed Thermostat" column. If on the other hand you frequently adjust the thermostat, add space heaters to compensate for cold rooms, or close drapes/blinds to block the sun, consider the additional savings suggested in the "Equal Comfort" column.