



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MARCH 1) (WEEK 9 OF 2022)**

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
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held March 1, 2022 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

- 4:15 p.m.** 1. **Grant Township Trustees Meeting**
- a. Discussion and action on proposed FY 23 budget
 - b. Set public hearing on proposed FY 23 budget
 - c. Approval of claims
 - d. Any Trustees concerns
 - e. Adjourn
- 4:30 p.m.** Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
2. Citizen Concerns Information
 3. Approval of the agenda Action

Consent Agenda

Items 4 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

4. Approval of the minutes of the February 22, 2022 meeting
5. Approval of claims

6. Board Administration – Karen James
Approval of resolution for a tax suspension for J.E.
7. Board Administration – Dennis Butler
Approval of Notice of Property Sale Resolution for sale of Woodbury County Farm on March 15, 2022 at 4:40 p.m. and sale date for March 22, 2022 at 10:00 a.m.
8. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
9. County Treasurer – Tina Bertrand
 - a. Approve property tax refund request for parcel #884705256007 in the amount of \$773.00
 - b. Approval of resolution naming depositories

End Consent Agenda

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|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| | 10. Board Administration – Heather Satterwhite | |
| 4:35 p.m.
(Set time) | a. Public hearing and sale of property Parcel #894730278008 (aka 1825 W. 4 th Street) | Action |
| 4:37 p.m.
(Set time) | b. Public hearing and sale of property Parcel #894720384016 (aka 1309 W. 14 th Street) | Action |
| 4:39 p.m.
(Set time) | c. Public hearing and sale of property Parcel #894735116006 (aka 3200 Leech Ave.) | Action |
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| 4:45 p.m.
(Set time) | 11. Community & Economic Development – David Gleiser | |
| | a. Public hearing on development agreement and tax increment payments to Ag Processing Inc. | Action |
| | b. Resolution approving development agreement with Ag Processing Inc., authorizing tax increment payments and pledging certain tax increment revenues to the payment of the agreement | Action |
| | c. Authorize Chairman to sign the Development Agreement with Ag Processing Inc. | Action |
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| | 12. Presentation by Summit Carbon Solutions | Information |
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| | 13. Board of Supervisors – Jeremy Taylor | |
| | a. Approval of resolution supporting HF 2430, a bill for an act relating to methods of determining compensation of elected county officers (Formerly HSB 666) | Action |
| | b. Approval of Memorandum of Understanding between Woodbury County’s Board of Supervisors, Conservation Board, and Secondary Roads Department regarding future uses of the Briese Property | Action |
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| | 14. Reports on Committee Meetings | Information |
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| | 15. Citizen Concerns | Information |
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| | 16. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MON., FEB. 28	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
WED., MAR. 2	10:00 a.m.	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	11:00 a.m.	Loess Hills Alliance Executive Meeting
	1:00 p.m.	Loess Hills Alliance Full Board Meeting
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THU., MAR. 3	10:00 a.m.	COAD Meeting, The Security Institute
	1:30 p.m.	SIMPCO MPO Policy Board - Hybrid
FRI., MAR. 4	9:00 a.m.	Hungry Canyons Alliance
MON., MAR. 7	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
WED., MAR. 9	7:30 a.m.	SIMPCO Executive-Finance Committee - Hybrid
	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., MAR. 10	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
WED., MAR. 16	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., MAR. 17	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., MAR. 18	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
TUE., MAR. 22	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
WED., MAR. 23	10:30 a.m.	Western Iowa Tourism Region Meeting Lake City, Iowa
	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., MAR. 24	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
	11:15 a.m.	Western Iowa Community Improvement Regional Housing Trust Fund, Hybrid
MON., MAR. 28	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom

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.

NOTICE OF PUBLIC MEETING - PROPOSED TOWNSHIP BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

County Name: WOODBURY COUNTY Township Name: Grant

The Board of Trustees of the above-named Township will conduct a public meeting on the proposed fiscal year budget as follows:
Meeting Date: NaN/NaN/NaN **Meeting Time:** NaN:NaN AM **Meeting Location:** (entered upon publish)
 At the public meeting any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.
Clerk's Telephone Number: (entered upon publish) **Clerk's Name:** (entered upon publish)

Posting Date:

File one copy of the Notice of Public Meeting--Proposed Township Budget with the County Auditor no less than 10 days before the date set for the meeting. File one copy of the Adopted Budget Summary with the County Auditor immediately following the public hearing and on or before March 15.

PROPOSED BUDGET SUMMARY

Iowa Code Authority	Levy Limit	FUND (Use Whole Dollars)	A Estimated Beginning Fund Balance July 1, 2022	B Estimated Amount To Be Raised By Taxation	C Estimated Other Receipts	D Estimated Expenditures	E Estimated Ending Fund Balance June 30, 2023
Sec 359.30	Amt. Nec.	Owned Cemetery and Park		9,943			9,943
Sec 359.33	0.06750	Non-owned Cemetery		0			0
Sec 360.2	0.20250	Township Hall (requires vote)		0			0
Sec 360.8	0.13500*	Township Hall Repairs		0			0
Sec 336.18	0.06750	Library		0			0
Sec 359.19	Amt. Nec.	Litigation		0			0
Sec 670.7	Amt. Nec.	Tort Liability		0			0
Sec 359.43	**	Fire and Emergency Services (All)		15,909			15,909
		Other					0
		Total	0	25,852	0	0	25,852

*.27000 in county with 1960 census population between 17,000 - 17,200

** .60750 fire and emergency service; .54000 fire protection agreement with charter city; .87750 fire protection in a county over 300,000.

Township Tax Levy Name FIRE DIST/CEMETERIES	Record Key	Total Dollars	Taxable Value with G&E Utilities	Tax Rate	Taxable Value without G&E Utilities	Property Taxes Levied	Replacement Tax
GRANT	97K006	25,852	35,127,110	0.73597	34,455,042	25,358	494
FIRE DISTRICTS							
CEMETERIES							
		25,852				25,358	494

ADOPTED BUDGET SUMMARY

Iowa Code Authority	Levy Limit	FUND (Use Whole Dollars)	A Estimated Beginning Fund Balance July 1, 2022	B Estimated Amount To Be Raised By Taxation	C Estimated Other Receipts	D Estimated Expenditures	E Estimated Ending Fund Balance June 30, 2023
Sec 359.30	Amt. Nec.	Owned Cemetery and Park	0	9,943	0	0	9,943
Sec 359.33	0.06750	Non-owned Cemetery	0	0	0	0	0
Sec 360.2	0.20250	Township Hall (requires vote)	0	0	0	0	0
Sec 360.8	0.13500*	Township Hall Repairs	0	0	0	0	0
Sec 336.18	0.06750	Library	0	0	0	0	0
Sec 359.19	Amt. Nec.	Litigation	0	0	0	0	0
Sec 670.7	Amt. Nec.	Tort Liability	0	0	0	0	0
Sec 359.43	**	Fire and Emergency Services (All)	0	15,909	0	0	15,909
		Other	0	0	0	0	0
		Total	0	25,852	0	0	25,852

*.27000 in county with 1960 census population between 17,000 - 17,200

** .60750 fire and emergency service; .54000 fire protection agreement with charter city; .87750 fire protection in a county over 300,000.

ADOPTED BUDGET Fiscal Year July 1, 2022 - June 30, 2023

County Name: WOODBURY COUNTY Township Name: Grant Date Budget Adopted : (entered upon adoption)

Township Tax Levy Name	Record Key	Total Dollars	Taxable Value with G&E Utilities	Tax Rate	Taxable Value without G&E Utilities	Property Taxes Levied	Replacement Tax
GRANT	97K006	25,852	35,127,110	0.73597	34,455,042	25,358	494
FIRE DISTRICTS							
CEMETERIES							
		25,852				25,358	494

CERTIFICATION

(Complete this section only after the budget has been adopted.)

Clerk's Telephone Number: (entered upon publish) Clerk's Name: (entered upon publish)

To the County Auditor and Board of Supervisors of the above-named County, in the State of Iowa: At a lawful meeting of the Board of Trustees for the Township, on the date indicated, the budget for Fiscal Year beginning July 1 and ending June 30, was adopted as presented above. In addition, taxes on all taxable property in this Township that require a vote of the people have been properly approved as required by law.

	Date Adopted
Clerk's Signature of Certification	(entered upon certification)
	Date Certified
(County Auditor)	

TOWNSHIP

PROPERTY TAX/UTILITY TAX REPLACEMENT EXCISE TAX COMPUTATION

TOWNSHIP TAX LEVY NAME: GRANT RECORD KEY: 97K006

FUND (Use Whole Dollars)	Levy Limit	AW Utility Tax Replacement and Property Tax Dollars	BW Taxable Valuation With Gas & Electric Utilities	CW Tax Rate	DW Taxable Valuation Without Gas & Electric Utilities	EW Property Taxes Levied	FW Estimated Utility Tax Replacement Excise Taxes
Owned Cemetery and Park	Amt. Nec.	9,943	35,127,110	0.28306	34,455,042	9,753	190
Non-owned Cemetery	0.06750	0	35,127,110		34,455,042	0	0
Township Hall	0.20250	0	35,127,110		34,455,042	0	0
Township Hall Repairs	0.13500*	0	35,127,110		34,455,042	0	0
Library	0.06750	0	35,127,110		34,455,042	0	0
Litigation	Amt. Nec.	0	35,127,110		34,455,042	0	0
Tort Liability	Amt. Nec.	0	35,127,110		34,455,042	0	0
Fire Service 1	**	15,909	35,127,110	0.45291	34,455,042	15,605	304
Fire Service 2		0	35,127,110		34,455,042	0	0
Fire Service 3		0	35,127,110		34,455,042	0	0
Ambulance Service 1		0	35,127,110		34,455,042	0	0
Ambulance Service 2		0	35,127,110		34,455,042	0	0
Ambulance Service 3		0	35,127,110		34,455,042	0	0
TOTAL		25,852		0.73597		25,358	494

County Auditor: Please direct the County Treasurer to pay
 (% or \$) of taxes levied in the Township for Fire and Emergency Services to the entities providing those services. Additional information, if necessary, is attached. Copies of the emergency services agreements are attached.

Pat Maguire
 3322 245th Street
 Anthon, IA 51004

718129

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE		
NAME Woodbury Co. Supervisors						
ADDRESS 620 Douglas St						
CITY, STATE, ZIP Sioux City IA 51101						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Tree removal and head stone straightening and misc. cleanup at Lucky Valley cemetery Grant Twp. Woodbury County		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13	Thank You!		
14			
15	Any questions call me		
16			
17	712 870 2105		
18			

RECEIVED BY

A-5805
 T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

FEBRUARY 22, 2022, EIGHTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, February 22, 2022 at 4:30 p.m. Board members present were Taylor, Ung, Radig, and De Witt; Wright was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.

2. Motion by Radig second by Taylor to approve the agenda for February 22, 2022. Carried 4-0. Copy filed.

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

3. To approve minutes of the February 15, 2022 meeting. Copy filed.

4. To approve the claims totaling \$603,774.48. Copy filed.

5. To approve the items to be auctioned per Personal Property Disposition Policy. Copy filed.

6a. To approve the promotion of McKenzie Stoos, Legal Secretary III, County Attorney Dept., effective 02-28-22, \$24.34/hour, 6.7%=\$1.54/hour. Promotion from Treasurer Clerk II to Legal Secretary III. Copy filed.

6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for a P/T Youth Worker, Juvenile Detention Dept. AFSCME Juvenile Detention: \$20.38/hour. Copy filed.

7. To approve an application for a 12-month, Class C Liquor License (LC), with Outdoor Service and Sunday Sales for Lofted View Events, effective 12/5/21. Copy filed.

8. To approve the underground utility permit for Mid American Energy. Copy filed.

Carried 4-0.

9a. Bid letting was held for gravel production. The bids are as follows:

Bedrock Gravel, Schleswig, IA	\$2,025,000.00
Hallett Materials, Wall Lake, IA	\$2,175,000.00

Motion by De Witt second by Radig to receive the bids and return them to the County Engineer for recommendation. Carried 4-0. Copy filed.

9b. Motion by Radig second by Ung to award the bid for gravel production to Bedrock Gravel for \$2,025,000.00. Carried 4-0. Copy filed.

10. Information was presented by Jeremy Taylor, Board of Supervisor, on how Elected Officials' pay is set. Copy filed.

Motion by Radig second by Taylor to receive documentation from the Auditor and Sheriff regarding the Compensation Board recommendation. Carried 4-0. Copy filed.

11. Motion by Taylor second by Ung to approve State and Local Fiscal Recovery Funds for purposes in accordance with the Department of the Treasury's Final Rule and to appropriate the intention of funds of up to \$10 million to be used for the purposes in the documentation provided. Carried 4-0. Copy filed.

12. Motion by Taylor second by De Witt to appropriate \$156,303.00 to provide a 4% increase for salaried wage plan employees to the employee's biweekly amount for the last pay-period of FY22 for each pay-period of FY23. Carried 3-1; Radig was opposed. Copy filed.

13. The Board heard reports on committee meetings.

14. There were no citizen concerns.

15. Board concerns were heard.

The Board adjourned the regular meeting until March 01, 2022.

Meeting sign in sheet. Copy filed.

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

Date: 2/23/2022 Weekly Agenda Date: 3/1/2022

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

WORDING FOR AGENDA ITEM:

Approval of resolution for a tax suspension for J.E.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

J.E. is requesting a tax suspension.

BACKGROUND:

J.E. was approved for a tax suspension on March 17, 2020. Annual tax suspension re-certify letters went out to J.E. starting in December, 2020. J.E. failed to re-certify the income by the deadline of March 1. Board lifted the tax suspension on March 9, 2021.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Consider this request for a tax suspension for J.E. If the Board approves this request, the suspension resolution requires the chairman's signature.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution for a tax suspension for J.E.

RESOLUTION

NOTICE OF PROPERTY SALE – WOODBURY COUNTY FARM

WHEREAS Woodbury County, Iowa is the owner of certain parcels of real estate described as:

Parcel 1:

All of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Beginning at the Northwest corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14; thence South 89°32'09" East along the North line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1328.16 feet to the Northeast corner of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence South 0°04'33" East along the East line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 2511.20 feet to the centerline of Old Highway # 141; thence North and West along said centerline on the following courses and distances: North 59°43'02" West for 691.82 feet; Northwesterly for 322.20 feet on an 1145.92 foot radius curve, concave Northeasterly, having a long chord of 321.14 feet, bearing North 51°39'44" West; North 43°36'26" West for 699.13 feet to the West line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North 0°00'08" East along said West line and the West line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1467.67 feet to the point of beginning

Said described parcel contains 63.029 acres, more or less, which includes 3.936 acres in roadway easement.

Parcel 2:

All that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14; thence South 0°00'08" West along the West line of said Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the West line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1467.67 feet to the centerline of Old Highway # 141 and the point of beginning; thence continuing South 0°00'08" West along the West line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1210.78 feet to the Southwest corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence South 89°52'45" East along the South line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 1331.77 feet to the Southeast corner of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North 0°04'33" West along the East line of said Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ for 159.30 feet to the centerline of Old Highway # 141; thence North and West along said centerline on the following courses and distances: North

59°43'02" West for 691.82 feet; Northwesterly for 322.20 feet on an 1145.92 foot radius curve, concave Northeasterly, having a long chord of 321.14 feet, bearing North 51°39'44" West; North 43°36'26" West for 699.13 feet to the point of beginning

Said described parcel contains 18.626 acres, more or less, which includes 5.354 acres in roadway easement.

Parcel 3:

All that part of the Northwest ¼ of Section 23, Township 88 North, Range 47 West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows:

Commencing at the Northwest corner of said Northwest ¼ of Section 23; thence South 89°52'45" East along the North line of said Northwest ¼ for 531.00 feet to the point of beginning; thence continuing South 89°52'45" East along said North line for 1074.33 feet to the centerline of Old Highway # 141; thence South and East along said centerline on the following courses and distances: South 59°43'02" East for 547.70 feet; Southeasterly for 315.21 feet on an 1145.92 foot radius curve, concave Southwesterly, having a long chord of 314.22 feet, bearing South 51°50'13" East; South 43°57'24" East for 466.81 feet to the East line of said Northwest ¼; thence South 1°00'33" West along the East line of said Northwest ¼ for 1862.15 feet to the Southeast corner of said Northwest ¼; thence North 89°46'29" West along the South line of said Northwest ¼ for 2652.80 feet to the Southwest corner of said Northwest ¼; thence North 0°46'46" East along the West line of said Northwest ¼ for 1230.43 feet; thence South 89°20'41" East for 594.00 feet; thence North 0°41'17" East for 438.50 feet; thence North 4°43'39" East for 241.50 feet; thence North 5°10'48" West for 760.50 feet to the point of beginning

Said described parcel contains 134.950 acres, more or less, which includes 3.980 acres in roadway easement.

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on this property sale proposal shall be held on the **15th Day of March, 2022 at 4:40 p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcels of real estate at a public auction conducted by Stalcup Agricultural Service, Inc. to be held on the **22nd Day of March, 2022 at 10:00 a.m.**
3. That said Board proposes to sell the said real estate to the highest Bidder for each parcel at or above a **minimum bid set by the Board of Supervisors** which shall be at or above the appraised value of the property.

4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 1st Day of March, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: March 1, 2022


*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Holsinger, Kenzie	Juvenile Detention	2-18-22	P/T Youth Worker			S	Separation.
Ortiz, Erick	Juvenile Detention	2-19-22	P/T Youth Worker			S	Separation.
Pope, Jeremy	County Sheriff	3-07-22	Civilian Jailer	\$21.02/hour		A	Job Vacancy Posted 1-26-22. Entry Level Salary: \$21.02/hour.
Quade, Amanda	County Sheriff	3-07-22	Civilian Jailer	\$22.76/hour	4%=\$.88/hour	R	Per CWA Civilian Officers Contract agreement, from Class 2 to Class 1.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: 

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: March 1, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Juvenile Detention	P/T Youth Worker	AFSCME Juvenile Detention: \$20.38/hour		
Secondary Roads	(2) Equipment Operators	CWA Secondary Roads: \$24.55/hour		

Chairman, Board of Supervisors

Lisa Anderson

From: Ryan Weber
Sent: Wednesday, February 23, 2022 3:19 PM
To: Lisa Anderson
Subject: request

I am requesting to hire (1) part time male to replace EO.

Ryan M. Weber

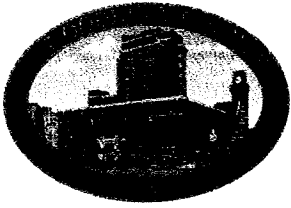
Director

Woodbury County Juvenile Detention Center

rweber@woodburycountyiowa.gov

Phone: (712) 279-6622

Fax: (712) 234-2900



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Woodbury County Board of Supervisors
Woodbury County Human Resources

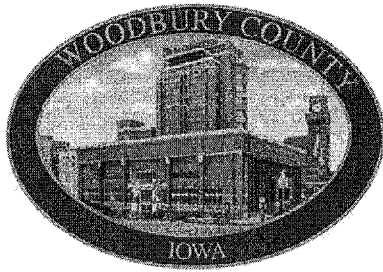
From: Mark J. Nahra, County Engineer

Date: February 24, 2022

Subject: District 3 and 4 Equipment Operator Position

To begin work on the gravel road improvement program, the county road department proposed to add four employees to its full-time staff. Two of the new positions have already been approved, one for Hornick and one for Merville. In order to have staff at the level necessary to begin work on the project this spring, I am now requesting that we fill the two Equipment operator positions for the Oto and Correctionville districts.

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



Tina M Bertrand
Treasurer of Woodbury County
Property Tax
822 Douglas Street Suite 102
Sioux City, IA 51101
712-279-6495

February 2, 2022

Dear Board of Supervisors,

I am requesting your authorization on the following refund:

Parcel 8847 05 256 007 (2200 S Cypress)—Martha Paz Niles requested a refund for \$773.00 that she paid on 12-3-2021. It looks as if she has an escrow that is already paying the taxes on her behalf, so she should not be making payments.

Thank you for your time,

A handwritten signature in cursive script that reads "Janet L. Trimpe".

Janet L Trimpe
Woodbury County Tax Deputy

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

Date: 2/22/22 Weekly Agenda Date: 3/1/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Tina Bertrand, County Treasurer

WORDING FOR AGENDA ITEM:

Approval of resolution naming depositories

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Approval of resolution naming depositories to add Shelby County State Bank

BACKGROUND:

Shelby County State Bank acquired First State Bank and is transitioning First State Bank to Shelby County State Bank.

FINANCIAL IMPACT:

None

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 resolution naming depositories to add Shelby County State Bank.

ACTION REQUIRED / PROPOSED MOTION:

Approve resolution naming depositories to add Shelby County State Bank.

RESOLUTION NAMING DEPOSITORIES # _____

BE IT RESOLVED by the Woodbury County Board of Supervisors in Woodbury County, Iowa: That we do hereby designate the following named banks to be depositories of the Woodbury County funds in amounts not to exceed the amount named opposite each of said designated depositories and **Tina Bertrand, Woodbury County Treasurer** is hereby authorized to deposit the Woodbury County funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to wit:

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT	MAXIMUM DEPOSIT
		In the effect Prior resolution	under the resolution
U.S. Bank	Sioux City, Iowa	\$50,000,000	\$50,000,000
Security National Bank	Sioux City, Iowa	100,000,000	100,000,000
Wells Fargo Bank	Sioux City, Iowa	50,000,000	50,000,000
PeoplesBank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Sioux City, Iowa	50,000,000	50,000,000
Primebank	Sioux City, Iowa	50,000,000	50,000,000
Great Southern Bank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	1,000,000	1,000,000
Pioneer Bank	Sergeant Bluff, Iowa	10,000,000	10,000,000
Sloan State Bank	Sloan, Iowa	5,000,000	5,000,000
Valley Bank & Trust	Danbury, Iowa	1,500,000	1,500,000
BankFirst	Hornick, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Moville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Anthon, Iowa	5,000,000	5,000,000
Liberty National Bank	Sioux City, Iowa	25,000,000	25,000,000
Availa Bank	Sioux City, Iowa	10,000,000	10,000,000
Central Bank	Sioux City, Iowa	10,000,000	10,000,000
Kingsley State Bank	Sergeant Bluff, Iowa	1,000,000	1,000,000
First State Bank	Danbury, Iowa	5,000,000	\$5,000,000
Shelby County State Bank	Danbury, Iowa	5,000,000	\$5,000,000

SO RESOLVED this ____ day of _____ 2022

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
County Auditor/Recorder

Matthew A. Ung, Member

Keith Radig, Chairman

Rocky De Witt, Member

Jeremy Taylor, Member

Justin Wright, Member

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #894730278008

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

All of Lot Eight (8) except the North Sixty-Two Feet (N 62') thereof, in Block Two (2) of Hornick's Addition to Sioux City, Woodbury County, Iowa (1825 W. 4th Street)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **1st Day of March, 2022 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1st Day of March, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$190.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 15th Day of February, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Kent Meyer Date: 7-22-21

Address: P.O. Box 2025, Sioux City, IA 51104 Phone: 321-6298

Address or approximate address/location of property interested in:
1825 W 4th St.

GIS PIN # 894730278008

**This portion to be completed by Board Administration **

Legal Description:
Ex N 62 ft Lot 8 Block 2 Hornicks Addition

Tax Sale #/Date: 1039/2011 Parcel # _____

Tax Deeded to Woodbury County on: 1/12/2022

Current Assessed Value: Land 216 Building 0 Total 216

Approximate Delinquent Real Estate Taxes: _____

Total \$100,637.00

Approximate Delinquent Special Assessment Taxes: _____

*Cost of Services: \$133

Inspection to: Rocky De Witt Date: 7-22-21

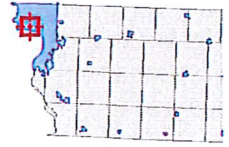
Minimum Bid Set by Supervisor: \$5700 PLUS FEES IF ANY plus \$133 Total: \$1907

Date and Time Set for Auction: Tuesday, March 1st @ 4:35

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

- Roads
- ▣ Corp Boundaries
- ▣ Townships
- ▣ Parcels

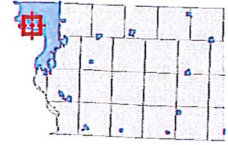
Parcel ID	894730278008	Alternate ID	259500	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS
Property Address	1825 W 4TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HORNICKS EX N 62 FT LOT 8 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 2/10/2022
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 GEOSPATIAL



Overview



Legend

- Roads
- ▣ Corp Boundaries
- ▣ Townships
- ▣ Parcels

Parcel ID	894730278008	Alternate ID	259500	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS
Property Address	1825 W 4TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HORNICKS EX N 62 FT LOT 8 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 2/10/2022
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 GEOSPATIAL

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #894720384016

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

West 35 feet East 110 feet South ½ Lot 5 Block 36, West 35 feet East 110 feet Lot 6 Block 36 of North Sioux City Addition, City of Sioux City, Woodbury County, Iowa (1309 W 14th Street)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **1st Day of March, 2022 at 4:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1st Day of March, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$250.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 15th Day of February, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Yesenia martinez Date: 11/8/22

Address: _____ Phone: _____

Address or approximate address/location of property interested in:

1309 W. 14th St.

GIS PIN # 894720384016

**This portion to be completed by Board Administration **

Legal Description:

West 35 feet East 110 feet South 1/2
Lot 5, Block 36, West 35 feet East 110
feet Lot 6, Block 36 of North Sioux City
Addition, City of Sioux City, Woodbury County,
Iowa

Tax Sale #/Date: #32 6/17/1991 Parcel # 088230

Tax Deeded to Woodbury County on: 12/30/1993

Current Assessed Value: Land \$200 Building 0 Total \$200

Approximate Delinquent Real Estate Taxes: W/A

Approximate Delinquent Special Assessment Taxes: W/A

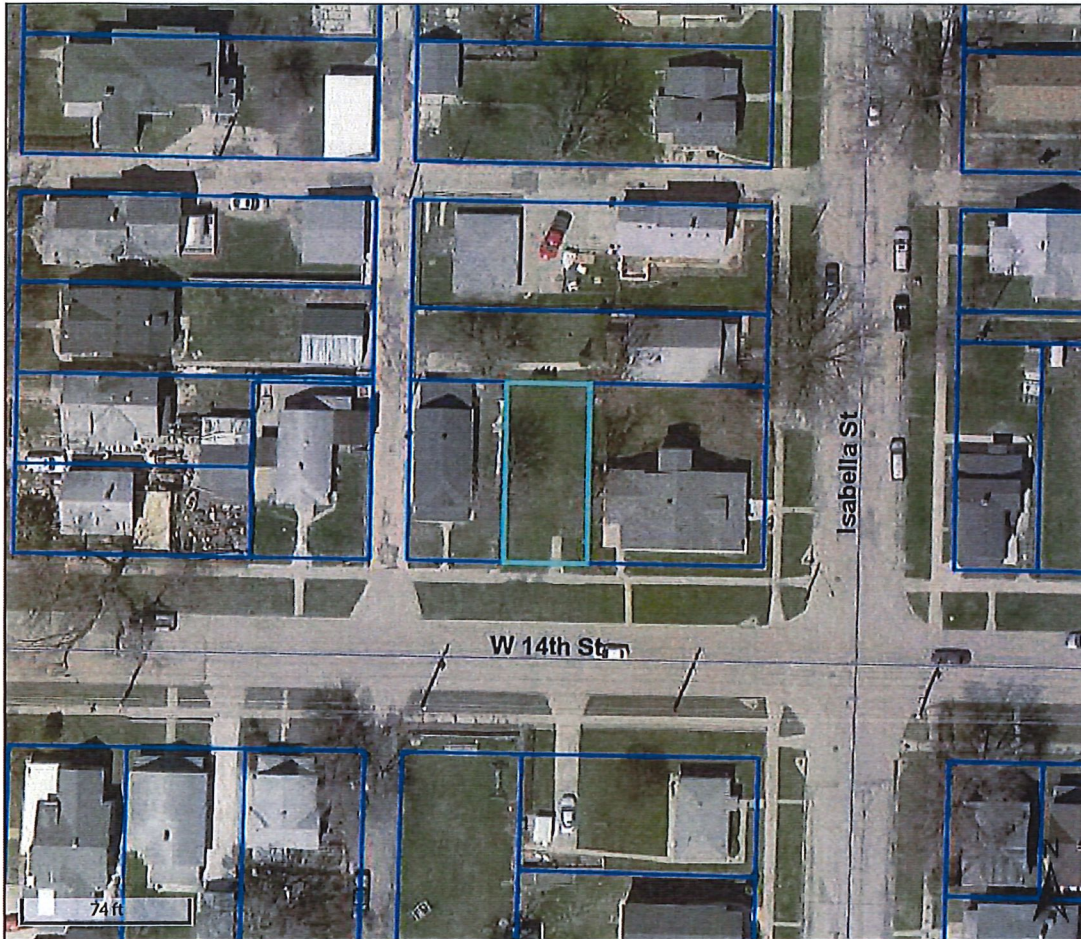
*Cost of Services: W/A

Inspection to: Keith Radig Date: 11/8/22

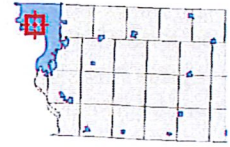
Minimum Bid Set by Supervisor: \$250.00

Date and Time Set for Auction: _____

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894720384016	Alternate ID	58230	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1309 W 14TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	NORTH SIOUX CITY W 35 FTE 110FTS 1/2 LOT 5 & W 35 FTE 110 FT LOT 6 BLK 36				
	(Note: Not to be used on legal documents)				

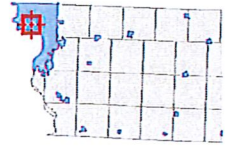
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BeaconTM Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894720384016	Alternate ID	58230	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1309 W 14TH ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	NORTH SIOUX CITY W 35 FTE 110 FT S 1/2 LOT 5 & W 35 FTE 110 FT LOT 6 BLK 36				
	(Note: Not to be used on legal documents)				

Date created: 1/18/2022
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RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #894735116006

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

Lots Eight (8), Nine (9), Ten (10), and Eleven (11) in Block Three (3) of Hedges Table Addition, City of Sioux City, Woodbury County, Iowa (3200 Leech Ave.)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **1st Day of March, 2022 at 4:39 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **1st Day of March, 2022**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$300.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 15th Day of February, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Travis Cloud Date: 7/8/21
Address: 416 S. Cecelia Phone: 712-454-0042

Address or approximate address/location of property interested in:

3200 Leech Ave

GIS PIN # 894735116006

This portion to be completed by Board Administration

Legal Description:

Lots 8-11 in Block 3 Hedges Table
Addition to Sioux City, Woodbury County, Iowa

Tax Sale #/Date: # 02 6/21/1990 Parcel # 211005

Tax Deeded to Woodbury County on: 6/15/1993

Current Assessed Value: Land \$10,400 Building 0 Total \$10,400

Approximate Delinquent Real Estate Taxes: N/A

Approximate Delinquent Special Assessment Taxes: N/A

*Cost of Services: N/A

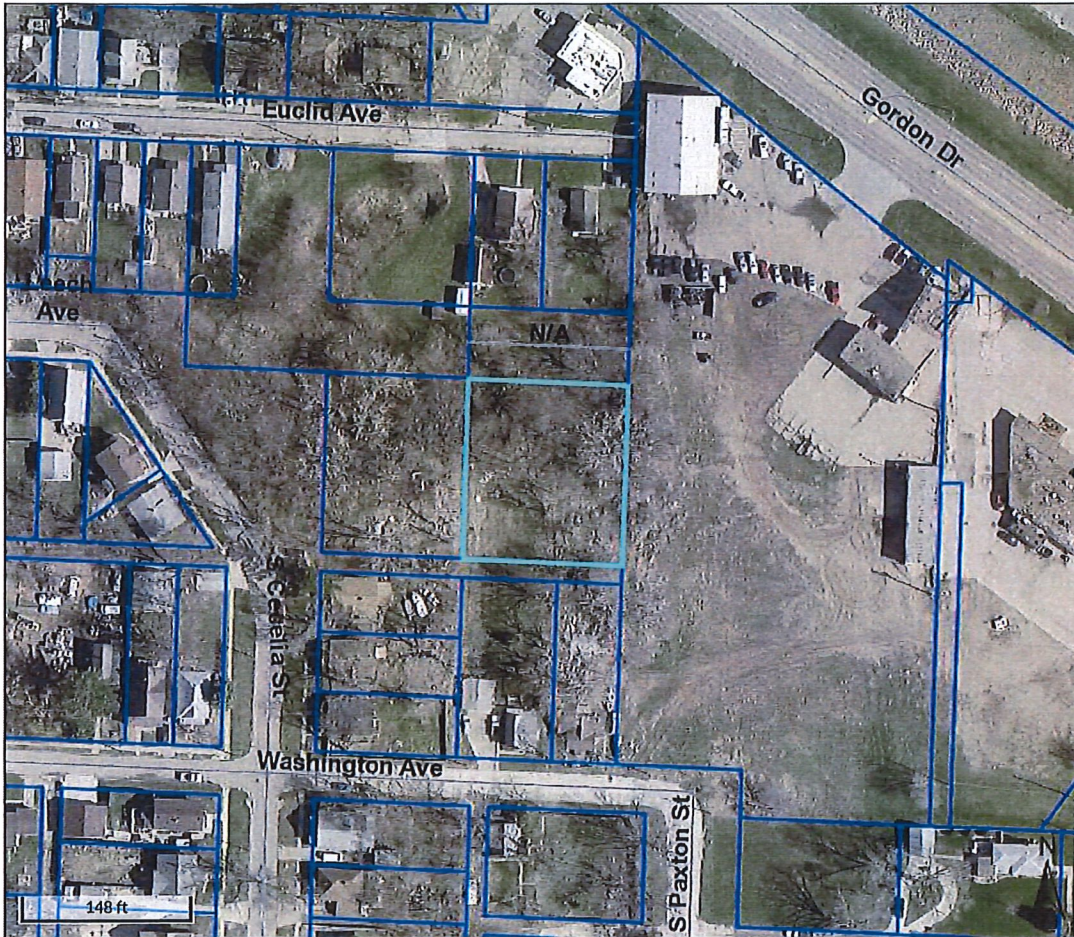
Inspection to: Rocky DeWitt Date: 7/8/21

Minimum Bid Set by Supervisor: \$3000 PLUS FEES, IF ANY

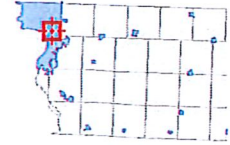
Date and Time Set for Auction: _____

* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.

Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

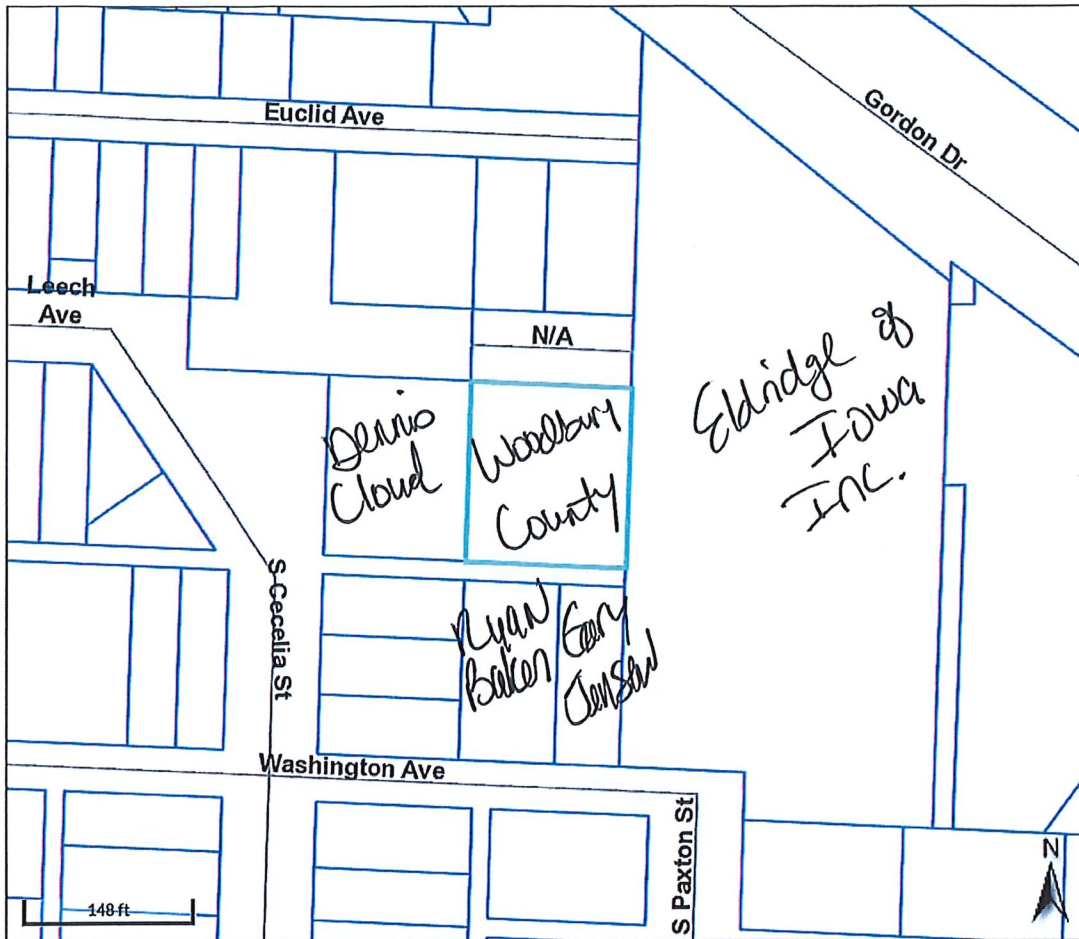
- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894735116006	Alternate ID	211005	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	3200 LEECH AVE	Acreege	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HEDGES TABLE LOTS 8-11 BLK 3				
	(Note: Not to be used on legal documents)				

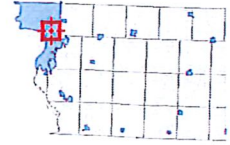
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Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894735116006	Alternate ID	211005	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	3200 LEECH AVE	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HEDGES TABLE LOTS 8-11 BLK 3				
	(Note: Not to be used on legal documents)				

Date created: 7/8/2021
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Developed by Schneider
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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM

Date: 2/24/22 Weekly Agenda Date: 3/1/22

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

WORDING FOR AGENDA ITEM:

Public Hearing on Development Agreement and Tax Increment Payments to Ag Processing Inc.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Board will hold a public hearing on the development agreement and tax increment payments to Ag Processing Inc. (AGP).

BACKGROUND:

The development agreement is necessary to finalize the county's formal support of the \$70 million expansion announced by AGP in November 2021. On 2/15/22, the Board approved a "Resolution to Approve an Urban Renewal Plan Amendment for the Grow Woodbury County Urban Renewal Area" and set the date for the 3/1/22 public hearing for the development agreement and tax increment payments to AGP. The County's support for the project will come in the form of \$1 million in tax increment financing rebate payments made to AGP over 5-years, and up to \$10,000 in administrative fees.

FINANCIAL IMPACT:

Up to \$1,010,000 in tax increment financing (TIF) revenue.

\$1,000,000 in TIF rebate payments to AGP over 5-years, and up to \$10,000 in administrative fees.

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:

Open and close the public hearing.

ACTION REQUIRED / PROPOSED MOTION:

Motions to open and close the public hearing.

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(Ag Processing Inc.)

424093-24

Sioux City, Iowa

March 1, 2022

A meeting of the Board of Supervisors of Woodbury County, Iowa, was held at _____ o'clock a.m., on March 1, 2022, at the _____, Sioux City, Iowa, pursuant to the rules of the Board.

The Chairperson presided and the roll was called, showing Supervisors present and absent as follows:

Present: _____

Absent: _____.

The Board of Supervisors investigated and found that notice of the intention of the Board of Supervisors to conduct a public hearing to approve a Development Agreement between the County and Ag Processing Inc. had been published according to law and as directed by the Board and that this is the time and place at which the Board shall receive oral or written objections from any resident or property owner of the County. All written objections, statements, and evidence heretofore filed were reported to the Board, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Chairperson announced that the hearing was closed.

Supervisor _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Supervisor _____; and after due

consideration thereof by the Board, the Chairperson put the question upon the adoption of said resolution, and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared said resolution duly adopted, as follows:

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

Date: 2/24/22 Weekly Agenda Date: 3/1/22

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

WORDING FOR AGENDA ITEM:

Resolution Approving Development Agreement with Ag Processing Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board will consider approving a resolution to approve the development agreement, authorizing tax increment payments, and pledging certain tax increment revenues to the payment of the agreement with Ag Processing Inc. (AGP).

BACKGROUND:

The resolution is necessary to finalize the county's formal support of the \$70 million expansion announced by AGP in November 2021. On 2/15/22, the Board approved a "Resolution to Approve an Urban Renewal Plan Amendment for the Grow Woodbury County Urban Renewal Area" and set the date for the 3/1/22 public hearing for the development agreement and tax increment payments to AGP. The County's support for the project will come in the form of \$1 million in tax increment financing rebate payments made to AGP over 5-years, and up to \$10,000 in administrative fees.

FINANCIAL IMPACT:

Up to \$1,010,000 in tax increment financing (TIF) revenue.

\$1,000,000 in TIF rebate payments to AGP over 5-years, and up to \$10,000 in administrative fees.

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 resolution.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution.

RESOLUTION _____

Resolution Approving Development Agreement with Ag Processing Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, Woodbury County, Iowa (the “County”), pursuant to and in strict compliance with all laws applicable to the County, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an urban renewal plan for the Grow Woodbury County Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this Board of Supervisors has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the County for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain Development Agreement (the “Agreement”) between the County and Ag Processing Inc., (the “Company”) has been prepared in connection with the expansion of a soybean processing facility for use in the Company’s business operations on certain real property (the “Property”) situated at 2753 Port Neal Circle, Sergeant Bluff, Iowa in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company including certain incremental property tax payments in an amount not to exceed \$1,000,000 (the “Payments”) under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, the Board of Supervisors, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on March 1, 2022, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a County may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a Board of Supervisors must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a Board of Supervisors must consider any or all of a series of factors; and

WHEREAS, pursuant to the Plan and Chapter 403 of the Code of Iowa, the County may undertake projects and initiatives for the promotion of economic development;

NOW, THEREFORE, It Is Resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Board hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Woodbury County and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and housing opportunities, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The Board further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved and the Chairperson and County Auditor are hereby authorized and directed to execute and deliver the Agreement on behalf of the County, in substantially the form and content in which the Agreement has been presented to this Board of Supervisors, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. As provided and required by Chapter 403 of the Code of Iowa, the County's obligations under the Agreement shall be payable solely from a subfund (the "Ag Processing Inc. Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property described as follows:

[Insert Legal Description for Development Property]

Section 5. The County hereby pledges to the payment of the Agreement the Ag Processing Inc. Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Woodbury County, Iowa to evidence the continuing pledging of the Ag Processing Inc. Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved March 1, 2022.

Chairperson

Attest:

County Auditor

•••••

On motion and vote the meeting adjourned.

Chairperson

Attest:

County Auditor

STATE OF IOWA
COUNTY OF WOODBURY

SS:

I, the undersigned, County Auditor of Woodbury County, hereby certify that the foregoing is a true and correct copy of the minutes of the Board of the County relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this ___ day of _____, 2022.

County Auditor

STATE OF IOWA

SS:

COUNTY OF WOODBURY

I, the undersigned, County Auditor of Woodbury County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2022, there was filed in my office a certified copy of a resolution of such County shown to have been adopted by the Board of Supervisors and approved by the Chairperson thereof on March 1, 2022, entitled: "Resolution Approving Development Agreement with Ag Processing Inc., Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement," and that I have duly placed the copy of the resolution on file in my records.

WITNESS MY HAND this ____ day of _____, 2022.

County Auditor

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

Date: 2/24/22 Weekly Agenda Date: 3/1/22

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

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign Development Agreement with Ag Processing 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:

The Board will consider authorizing the Chairman to sign the development agreement with Ag Processing Inc. (AGP).

BACKGROUND:

The development agreement is necessary to finalize the county's formal support of the \$70 million expansion announced by AGP in November 2021. On 2/15/22, the Board approved a "Resolution to Approve an Urban Renewal Plan Amendment for the Grow Woodbury County Urban Renewal Area" and set the date for the 3/1/22 public hearing for the development agreement and tax increment payments to AGP. The County's support for the project will come in the form of \$1 million in tax increment financing rebate payments made to AGP over 5-years, and up to \$10,000 in administrative fees.

FINANCIAL IMPACT:

Up to \$1,010,000 in tax increment financing (TIF) revenue.
\$1,000,000 in TIF rebate payments to AGP over 5-years, and up to \$10,000 in administrative fees.

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 development agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Chairman to sign the development agreement with AGP.

DEVELOPMENT AGREEMENT

This Agreement is entered into between Woodbury County, Iowa (the “County”) and Ag Processing Inc. (the “Company”) as of the ___ day of _____, 2022.

WHEREAS, the County has established the Grow Woodbury County Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the County, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the expansion of an existing soybean processing facility (the “Project”) on the Property for use in its business operations; and

WHEREAS, the Company has entered into an agreement with the Iowa Economic Development Authority (the “IEDA”) under the State of Iowa’s High Quality Jobs Program to construct the Project, and thereby has been granted assistance under Part 13 of Chapter 15 of the Code of Iowa, and such program requires a certain level of local government; and

WHEREAS, the Company has requested that the County provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project on the Property; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement is \$ _____ (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Use. The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. Furthermore, the Company reasonably expects to invest approximately \$70,400,000 into capital improvements for the Project, including construction work, equipment, furnishings and other capital improvements. Furthermore, the Company reasonably expects to create not less than two (2) new full time jobs in connection with its operations at the completed Project. The Company agrees to complete the construction of the project by December 31, 2023. The Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations throughout its construction and use of the Project.

2. **Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and, if requested by the County, to submit a receipt or cancelled check in evidence of each such payment.

3. **Company's Certifications.** The Company shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by the Company on the Property.

4. **Minimum Assessment Agreement.** The Company agrees to enter into an assessment agreement (the "Assessment Agreement"), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed actual valuation increase for the Property during the Term of this Agreement, as hereinafter defined, at not less than Eleven Million Two Hundred Thousand Dollars (\$11,200,000) (the "Minimum Assessed Valuation") as of January 1, 2024 (the "First Valuation Date"). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Woodbury County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit B.

5. **No Abatement; No Property Tax Exemption.** The Company agrees that it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa (except for any conveyance or sale to the County).

6. **Economic Development Assistance Contract.** The Company agrees that it will enter into, and maintain compliance under, a certain Economic Development Assistance Contract (the "IEDA Contract") with the Iowa Economic Development Authority. At such time that the IEDA Contract is executed, it shall be inserted as Exhibit C of this Agreement. The Company agrees to submit documentation to the County no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2024 demonstrating that the Company is in compliance with the requirements of the IEDA Contract. Furthermore, the Company agrees to provide written notice to the County within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of compliance with the requirements of the IEDA Contract.

7. **Default Provisions.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.

- c) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- d) Failure by the Company to maintain compliance with the IEDA Contract.
- e) Failure by the Company to comply with Sections A.2, A.3 A.4, A.5, A.6 or A.6 of this Agreement.

Whenever any event of default described in this Agreement occurs, the County shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide reasonable assurances satisfactory to County that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide reasonable assurances, the County shall then have the right to pursue any action available to it, at law or in equity, which may include:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withholding of the Payments provided for under Section B.1 below.

8. Legal and Administrative Costs. The Company hereby acknowledges that the County will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the Company in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Area. Furthermore, the Company agrees that the Company shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$10,000 or (2) the Actual Admin Costs from the initial Payments, as hereinafter set forth in order to recover some or all of the Actual Admin Costs.

B. County’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the County agrees to make five (5) annual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$1,000,000 (the “Maximum Payment Total”).

The Payments shall not constitute general obligations of the County, but shall be made solely and only from Incremental Property Tax Revenues received by the County from the Woodbury County Treasurer attributable to the taxable valuation of the Property.

Prior to funding any Payments under this Agreement, the County will first withhold from the Incremental Property Tax Revenues an amount equal to the Admin Withholding Amount. Once an amount equal to the Admin Withholding Amount has been withheld by the County, the Payments shall be made as hereinafter set forth.

Each Payment shall not exceed an amount which represents the “Annual Percentage” of the Incremental Property Tax Revenues available to the County with respect to the Property during the twelve (12) months immediately preceding each Payment date.

This Agreement assumes that some or all of the new valuation from the Project will go on the property tax rolls as of January 1, 2024. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2026, and continuing through and including June 1, 2030, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed \$200,000.

C. Administrative Provisions

1. Amendment and Assignment. This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the County hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company, as security on a credit facility taken with respect to the Project, without further action on the part of the County.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2030 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The County and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

WOODBURY COUNTY, IOWA

By: _____
Chairperson, Board of Supervisors

Attest:

County Auditor

AG PROCESSING INC

By: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Certain real property located in Woodbury County, Iowa more specifically described as follows:

Woodbury County Property Tax Identification Parcel Number: 874731300001

EXHIBIT B

MINIMUM ASSESSMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

John P. Danos, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3275

Return Document To:

David Gleiser, Community and Economic Development Director, Woodbury County, Iowa, 620 Douglas St. 6th Flr, Sioux County, IA 51101; Phone: 712-279-6609

County:

Woodbury County, Iowa

Property Owner:

Ag Processing Inc.

Legal Description:

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ___ day of _____, 2022, by and among the Woodbury County, Iowa (the “County”), Ag Processing Inc. (the “Property Owner”), and the County Assessor of Woodbury County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Grow Woodbury County Urban Renewal Area in the County; and

WHEREAS, the Property Owner has undertaken the expansion of an existing soybean processing facility on the Property; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2022, has been executed between the County and the Property Owner in connection with the Property Owner’s investment in the Property; and

WHEREAS, the Assessor’s records show the valuation for the Property and any improvements as of January 1, 2022 to be \$ _____; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the County and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2024, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2024, the minimum actual value which shall be assessed for the Property, attributable to the improvements to be constructed thereon, shall be Eleven Million Two Hundred Thousand Dollars (\$11,200,000) until termination of this Agreement.

2. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

3. The Property Owner further agrees that until this Agreement is terminated it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property including causing or allowing

the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

4. This Agreement, and the minimum assessed valuation established herein, shall be effective until the earlier of: a) June 1, 2030; or b) at the option of the Property Owner upon the County's failure to make any of the Payments (as defined in the Development Agreement).

5. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2022) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

6. This Agreement shall be promptly recorded with the Woodbury County Recorder, along with a copy of Iowa Code Section 403.6.

7. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the County and the Property Owner, including the Development Agreement.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

WOODBURY COUNTY, IOWA

By: _____
Chairperson, Board of Supervisors

Attest:

County Auditor

AG PROCESSING INC.

By: _____

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, the _____ of Woodbury County, Iowa, on behalf of the County.

Notary Public

STATE OF IOWA)
)
COUNTY OF WOODBURY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ the _____ of Ag Processing Inc.

Notary Public

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Woodbury County Property Tax Identification Parcel Number: 874731300001

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Eleven Million Two Hundred Thousand Dollars (\$11,200,000) until termination of the Agreement.

County Assessor for Woodbury County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

EXHIBIT C
IEDA CONTRACT

***ECONOMIC DEVELOPMENT
ASSISTANCE CONTRACT***

BY

**AG PROCESSING INC A COOPERATIVE,
WOODBURY COUNTY,**

AND THE

IOWA ECONOMIC DEVELOPMENT AUTHORITY

CONTRACT NUMBER: 22-HQJP-016

TABLE OF CONTENTS

ARTICLE 1:	CONTRACT DURATION
ARTICLE 2:	DEFINITIONS
ARTICLE 3:	AWARD TERMS
ARTICLE 4:	CONDITIONS TO DISBURSEMENT OF FUNDS AND ISSUANCE OF TAX CREDIT NUMBER; DISBURSEMENT TERMS
ARTICLE 5:	SECURITY REQUIREMENTS
ARTICLE 6:	REPRESENTATIONS AND WARRANTIES
ARTICLE 7:	COVENANTS OF THE RECIPIENT
ARTICLE 8:	COVENANTS OF THE COMMUNITY
ARTICLE 9:	EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE; AND REMEDIES AVAILABLE TO IEDA
ARTICLE 10:	MISCELLANEOUS

CONTRACT EXHIBITS

Exhibit A -	Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000642
Exhibit B-1	High Quality Jobs Program - Tax Credit Special Conditions Conditions
Exhibit C -	Description of the Project and Award Budget
Exhibit D -	Job Obligations
Exhibit E -	Reserved
Exhibit F -	Reserved

Economic Development Assistance Contract

RECIPIENT:	AG PROCESSING INC A COOPERATIVE
COMMUNITY:	WOODBURY COUNTY
CONTRACT NUMBER:	22-HQJP-016
AWARD DATE:	NOVEMBER 19, 2021
AWARD AMT. – TAX INCENTIVES	\$842,000

This ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT (Contract) is made as of the Contract Effective Date by the Iowa Economic Development Authority (IEDA or Authority), 1963 Bell Avenue, Suite 200, Des Moines, IA 50315, and Ag Processing Inc a cooperative (Recipient), 12700 West Dodge Rd, Omaha, NE 68154 and Woodbury County (Community), 620 Douglas Street, 6th Floor Court House, Sioux City, IA 51101.

WHEREAS, the Recipient submitted an application to IEDA requesting assistance in financing its Project as more fully described in Exhibit C, *Description of the Project and Award Budget* (the Project); and

WHEREAS, the Iowa Economic Development Authority Board (IEDA Board) awarded the Recipient assistance for the Project from the funding sources identified herein (collectively, the Award), all of which are subject to the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the Recipient, the Community and IEDA agree to the following terms:

ARTICLE 1: CONTRACT DURATION

This Contract shall be in effect on the Contract Effective Date and shall remain in effect until after completion of each of the following:

(a) *Through Project Completion Date.* Through the Project Completion Period and for a reasonable period of time after Project Completion Date during which IEDA will conduct Project closeout procedures to verify that the Project was completed in compliance with Contract requirements.

(b) *Through Maintenance Period Completion Date and Contract Closeout.* Through the Maintenance Period Completion Date and for a reasonable period of time after Maintenance Period Completion Date during which IEDA will conduct closeout procedures to verify that the Project was maintained in compliance with Contract requirements.

(c) *Repayment or Payment Obligation.* Until all outstanding amounts due to IEDA, if any, are received by IEDA or all outstanding obligations to IEDA are satisfied in full.

(d) *Contract End Date.* Until IEDA has completed Contract closeout procedures and provided Recipient and Community with written Notice of Final Contract Closeout. This Contract shall terminate as of the date stated in the written Notice of Final Contract Closeout. Such date shall be the Contract End Date.

ARTICLE 2: DEFINITIONS

The following terms apply to this Contract:

“*Affiliate*” means any entity to which any of the following applies:

- a. Directly, indirectly, or constructively controls another entity.
- b. Is directly, indirectly or constructively controlled by another entity.
- c. Is subject to the control of a common entity. A common entity is one which owns directly or individually more than ten percent of the voting securities of the entity.

“*Award*” means any and all assistance provided by IEDA for the Project under this Contract.

“*Award Date*” means the date first stated in this Contract and is the date the IEDA Board approved the award of financial assistance to the Recipient for the Project.

“*Award Funds*” means the cash that is provided by IEDA for this Project as Project Completion Assistance, including loans.

“*Base Employment Level*” means the number of Full-Time Equivalent positions as established by IEDA and Recipient using Recipient’s payroll records, as of the date Recipient applied for Tax Incentives or Project Completion Assistance. The number of jobs Recipient has pledged to create and retain shall be in addition to the Base Employment Level.

“*Benefits*” means nonwage compensation provided to an employee. Benefits include medical and dental insurance plans, pension, retirement, and profit-sharing plans, child care services, life insurance coverage, vision insurance coverage, and disability insurance coverage.

“*Brownfield site*” means an abandoned, idled, or underutilized property where expansion or redevelopment is complicated by real or perceived environmental contamination. A brownfield site includes property contiguous with the site on which the property is located. A brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established

pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42, U.S.C. 9601 et seq. In order to administer similar programs in a similar manner, the IEDA will attempt to apply this definition in substantially the same way as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294 and may consult members of the council or other staff as necessary.

“*Contract Effective Date*” means the latest date on the signature page of this Contract.

“*Contract End Date*” means the date stated in the Notice of Final Contract Closeout issued by IEDA pursuant to Article 1.

“*Created Job*” means a new, permanent, Full-Time Equivalent (FTE) position added to Recipient’s payroll in excess of the Base Employment Level at the time of application for Tax Incentives or Project Completion Assistance.

“*Full-Time Equivalent job,*” “*FTE,*” or “*full-time*” means the employment of one person:

1. For 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave; or
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

For purposes of this definition, “employment of one person” means the employment of one natural person and does not include “job sharing” or any other means of aggregation or combination of hours worked by more than one natural person.

“*Grayfield site*” means a property meeting all of the following requirements:

a. The property has been developed and has infrastructure in place, but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.

b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:

(1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.

(2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.

(3) The property is currently being used as a parking lot.

(4) The improvements on the property no longer exist.

c. The Authority will attempt to apply this definition in substantially the same manner as similar definitions are applied by the Brownfield Advisory Council established in Iowa code section 15.294.

“*Job Obligations*” means the jobs that must be created or retained as a result of receipt of state or federal financial assistance, Project Completion Assistance, or Tax Incentives from IEDA and that are required to meet the Qualifying Wage Threshold requirements. Recipient’s Job Obligations are specified in Exhibit D of this Contract. Jobs that do not meet the Qualifying Wage Threshold requirements shall not be counted toward Recipient’s job creation or job retention obligations contained in Exhibit D. The Job Obligations in Exhibit D include Recipient’s Base Employment Level and the number of new jobs required to be created above the Base Employment Level. If the Project is a Modernization Project, the Job Obligations will not include Created or Retained Jobs but the Recipient will be required to maintain the Base Employment Level.

“Laborshed Wage” means the Qualifying Wage Threshold applicable to Recipient’s Project as calculated pursuant to rule 261 IAC 173.2 and 261 IAC chapter 174 and as specified in Exhibit D of this Contract.

“Loan” means an Award of assistance with the requirement that the Award be repaid with term, interest rate, and other conditions specified as part of the conditions of the Award. “Loan” includes deferred loans, forgivable loans, and float loans. A “deferred loan” is one for which the payment for principal, interest, or both, is not required for some specified period. A “forgivable loan” is one for which repayment is eliminated in part or entirely if the borrower satisfies specified conditions. A “float loan” means a short-term loan, not to exceed 30 months, made from obligated but unexpended moneys.

“Maintenance Period” means the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.

“Maintenance Period Completion Date” means the date on which the Maintenance Period ends. The specific date on which the Maintenance Period ends is identified in Exhibit D.

“Modernization Project” means a Project in which no high quality jobs are created or retained but economic activity is furthered by the qualifying investment and will result in increased skills and wages for the current employees.

“Person” means as defined in Article 6.1(g) of this Contract.

“Project” means the description of the work and activities to be completed by the Recipient as outlined in Exhibit C - Description of the Project and Award Budget.

“Project Completion Assistance” means financial assistance or technical assistance provided to an eligible business in order to facilitate the start-up, location, modernization, or expansion of the business in this state and provided in an expedient manner to ensure the successful completion of the start-up location, modernization, or expansion project.

“Project Completion Date” means the date by which the Recipient of incentives or assistance has agreed to meet all the terms and obligations contained in this Contract. The Project Completion Date will be a date by which the project must be completed, all incented jobs must be created or retained, and all other applicable requirements must be met. The specific date on which the project completion period ends is identified in Exhibit D.

“Project Completion Period” means the period of time between the Award Date and the Project Completion Date.

“Qualifying Jobs” are those Created or Retained Jobs that meet or exceed the Qualifying Wage Threshold Requirement established to qualify for program funding for the programs providing assistance to this Project.

“Qualifying Wage Threshold” means the Laborshed Wage as calculated by IEDA pursuant to statute and rule for each program under which financial assistance or Tax Incentives for this Project are awarded. The Qualifying Wage Threshold Requirement for this Project is outlined in Exhibit D, Job Obligations.

“Recipient’s Employment Base” means the number of jobs as stated in Exhibit D – Job Obligations that the Recipient and IEDA have established as the Base Employment Level for this Project. The number of jobs the Recipient has pledged to create shall be in addition to the Recipient’s Employment Base.

“Retained Job” means an existing job that meets the Qualifying Wage Threshold Requirements and

would be eliminated or moved to another state if the Project did not proceed in Iowa.

“*Sufficient Benefits*” means that Recipient offers to each Full-Time Equivalent permanent position a benefits package that meets one of the following:

1. Recipient pays 70 percent of the premium costs for a standard medical plan for single employee coverage with the maximum deductible specified for this project in Exhibit D; or
2. Recipient pays 60 percent of the premium costs for a standard medical plan for employee family coverage with the maximum deductible specified for this project in Exhibit D; or
3. Recipient provides medical coverage and pays the monetary equivalent of paragraph “1” or “2” above in supplemental employee benefits. Benefits counted toward monetary equivalent could include medical coverage, dental coverage, vision insurance, life insurance, pension, retirement, 401k, profit sharing, disability insurance, and child care services.

“*Tax Incentives*” means the tax credits, refunds, or exemptions IEDA has awarded for this Project as detailed in Article 3.

“*Total Project Cost*” means the cost incurred by the Recipient to complete the Project as described in Exhibit C.

ARTICLE 3: AWARD TERMS

3.1 Total Award Amount. The IEDA Board has approved an Award to the Community and Recipient from the funding sources and in the maximum amounts shown below:

TAX INCENTIVES	FORM	MAXIMUM AMOUNT
High Quality Jobs Program	Tax Incentives	\$ 842,000
<i>TOTAL STATE TAX INCENTIVES:</i>		<i>\$ 842,000</i>

3.2 Terms and Conditions of Award. The terms and conditions of the Award shall be as described in this Contract and the following incorporated exhibit(s):

Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions

ARTICLE 4: CONDITIONS TO AWARD; DISBURSEMENT AND ISSUANCE TERMS

4.1 Reserved.

4.2 Tax Incentives–Conditions to Issuance of Tax Credit Number.

(a) *Tax Credit Number Required to Claim Incentives.* Recipient shall not claim the Tax Incentives described in Article 3 until IEDA has issued a tax credit number for this Project and Recipient has undertaken the activities described in this Contract and the applicable law to be eligible for such Tax Incentives.

(b) *Issuance of Tax Credit Number.* Upon satisfaction of the conditions described herein, IEDA will issue a tax credit number to the Recipient for this Project. The tax credit number shall be used in preparing any claims for Tax Incentives.

(c) *Conditions to Issuance of Tax Credit Number.* The obligation of IEDA to issue a tax credit number shall be subject to the conditions precedent described in Article 4.

(d) *Documents Submitted.* IEDA shall have received the documents described in section 4.3, properly executed and completed, and approved by IEDA as to form and substance, prior to issuing any tax credit number.

4.3 Documents required.

(a) *Contract.* Fully executed Contract.

(b) *Incorporation Documents.* Copies of the Articles of Incorporation or the Articles of Organization, whichever is appropriate, of the Recipient, certified in each instance by its secretary or assistant secretary.

(c) *Certificate of Existence; Certificate of Authority.* A certificate of existence for the Recipient from the State of incorporation or organization, whichever is appropriate, and a certificate of authority authorizing the Recipient to conduct business in the state of Iowa, if it is not organized or incorporated in Iowa.

(d) *Results of Lien and Tax Search and Documentation of Satisfactory Credit History.* Financing statement, tax and judgment lien search results, in the Recipient's state of incorporation or organization, against the Recipient and/or the property serving as the Recipient's security under this Contract, and documentation of satisfactory credit history of the Recipient and guarantors, as applicable, with no judgments or unsatisfied liens or similar adverse credit actions.

(e) *Other Required Documents.* Such other contracts, instruments, documents, certificates and opinions as IEDA may reasonably request.

(f) *Solid or Hazardous Waste Audit.* To comply with Iowa Code section 15A.1(3)"b," if the Recipient generates solid or hazardous waste, it must either: a) submit a copy of the Recipient's existing in-house plan to reduce the amount of waste and safely dispose of the waste based on an in-house audit conducted within the past 3 years; or b) submit an outline of a plan to be developed in-house; or c) submit documentation that the Recipient has authorized the Iowa Department of Natural Resources or Iowa Waste Reduction Center to conduct the audit.

(g) *Release Form – Confidential Tax Information.* A signed Authorization for Release of Confidential State Tax Information form to permit IEDA to receive the Recipient's state tax information directly from the Iowa Department of Revenue for the purpose of evaluation and administration of Tax Incentives and other state financial assistance programs.

(h) *Project Financial Commitments.* The Recipient shall have submitted documentation acceptable to IEDA from the funding sources identified in Exhibit A committing to the specified financial involvement in the Project and received the IEDA's approval of the documentation. The documentation shall include the amount, terms and conditions of the financial commitment, as well as any applicable schedules and may include agreements and resolutions to that effect.

(i) *State Building Code Bureau Approval.* If any part of the Award proceeds will be used for the construction of new buildings and if any of the following applies:

1. The building or structure is located in a governmental subdivision which has not adopted a local building code; or

2. The building or structure is located in a governmental subdivision which has adopted a building code, but the building code is not enforced; or

3. Bidding for construction shall not be conducted prior to obtaining written approval of the final plans by the State Building Code Bureau of the Iowa Department of Public Safety.

4.4 Suspension, Reduction or Delay of Award. Any one or more of the following shall be grounds for IEDA to suspend, delay or reduce the amount of disbursement of Award Funds or delay the issuance of a tax credit number or receipt of Tax Incentives:

(a) *Suspected event of default.* If IEDA believes an event of default has occurred, IEDA has the discretion to temporarily suspend or delay disbursement or issuance of the Award Funds or Tax Incentives while the suspected event of default is being investigated or resolved.

(b) *Unremedied event of default.* Upon the occurrence of an Event of Default, as defined in this Contract, by the Recipient, IEDA may suspend payment or issuance of the Award to the Recipient until such time as the default has been cured.

(c) *Layoff, closure or relocation.* In the event the Recipient experiences a layoff within the state of Iowa, relocates, closes any of its Iowa facilities or for Modernization Projects, reduces its Base Employment Level, IEDA has the discretion to reduce or eliminate some or all of the Award.

(d) *Reduction, discontinuance or alteration of state funding/programs.* Any termination, reduction, or delay of funds or Tax Incentives available due, in whole or in part, to (i) lack of, reduction in, or a deappropriation of revenues or Tax Incentives previously appropriated or authorized for this Contract, or (ii) any other reason beyond the IEDA's control may, in the IEDA's discretion, result in the suspension, reduction or delay of Award Fund or authorization or issuance of Tax Incentives to the Recipient.

4.5 Closing Cost Fee. Upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, an eligible business shall remit to the Authority a one-time compliance cost fee in the amount of \$500.

ARTICLE 5: RESERVED.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

6.1 Representations of Recipient. The Recipient represents and warrants to IEDA as follows:

(a) *Organization and Qualifications.* The Recipient is duly organized, validly existing and in good standing under the state of its incorporation or organization, whichever is appropriate, and is authorized to conduct business in the state of Iowa. The Recipient has full and adequate power to own its property and conduct its business as now conducted, and is duly licensed or qualified and in good standing in each jurisdiction in which the nature of the business conducted by it or the nature of the property owned or leased by it requires such licensing or qualifying, except where the failure to so qualify would not have a material adverse effect on the Recipient's ability to perform its obligations hereunder.

(b) *Authority and Validity of Obligations.* The Recipient has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of Recipient to execute this Contract and issue, execute or otherwise secure or deliver any documents or obligations required under this Contract on behalf of the Recipient, and to perform, or cause to be performed, each and all of the obligations under

the Contract.

The Contract delivered by the Recipient has been duly authorized, executed and delivered by the Recipient and constitutes the valid and binding obligations of the Recipient and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order, or decree binding upon the Recipient or any provision of the corporate governance documents of the Recipient, nor does this Contract contravene or constitute a default under any covenant, indenture or contract of or affecting the Recipient or any of its properties.

(c) *Affiliates.* The Recipient has no Affiliates involved with the Project on the Contract Effective Date.

(d) *Financial Reports.* The balance sheet of the Recipient furnished to IEDA fairly presents its financial condition as of said date and is in conformity with Generally Accepted Accounting Principles (GAAP) applied on a consistent basis. The Recipient has no contingent liabilities which are material to it, other than as indicated on such financial statements or, with respect to future periods, on the financial statements furnished to IEDA.

(e) *No Material Adverse Change.* Since the Award Date, there has been no change or the Recipient foresees no change in the condition (financial or otherwise) of the Recipient or the prospects of the Recipient, except those occurring in the ordinary course of business, none of which individually or in the aggregate has been materially adverse. To the knowledge of the Recipient, there has been no material adverse change in the condition of the Recipient, financial or otherwise, or the prospects of the Recipient.

(f) *Full Disclosure; Recipient's Financial Assistance Application.* The statements and other information furnished to the IEDA by Recipient in its Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Recipient only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(g) *Trademarks, Franchises and Licenses.* The Recipient owns, possesses, or has the right to use all necessary patents, licenses, franchises, trademarks, trade names, trade styles, copyrights, trade secrets, knowhow and confidential commercial and proprietary information to conduct its business as now conducted, without known conflict with any patent, license, franchise, trademark, trade name, trade style, copyright or other proprietary right of any other Person. As used in this Contract, "*Person*" means an individual, partnership, corporation, association, trust, unincorporated organization or any other entity or organization, including a government or agency or political subdivision thereof.

(h) *Governmental Authority and Licensing.* The Recipient has received all licenses, permits, and approvals of all Federal, state, local, and foreign governmental authorities, if any, necessary to conduct its business, in each case where the failure to obtain or maintain the same could reasonably be expected to have a material adverse effect. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Recipient, threatened.

(i) *Litigation and Other Controversies.* There is no litigation or governmental proceeding pending, nor to the knowledge of the Recipient, threatened, against the Recipient which, if adversely determined would result in any material adverse change in the financial condition, properties, business or operations of the Recipient, nor is the Recipient aware of any existing basis for any such litigation or governmental proceeding.

(j) *Good Title.* The Recipient has good and defensible title to or valid leasehold interests in all of its property involved with the Project including, without limitation, the Secured Property if real property is a

security for this Contract reflected on the most recent balance sheets furnished to the IEDA, except for sales of assets in the ordinary course of business.

(k) *Taxes.* All tax returns the Recipient is required to file in any jurisdiction have, in fact, been filed, and all taxes, assessments, fees and other governmental charges upon the Recipient or upon any of its property, income or franchises, which are shown to be due and payable in such returns, have been paid, except such taxes, assessments, fees and governmental charges, if any, which are being contested in good faith and by appropriate proceedings which prevent enforcement of the matter under contest and as to which adequate reserves established in accordance with GAAP have been provided. The Recipient knows of no proposed additional tax assessment against it for which adequate provisions in accordance with GAAP have not been made on its accounts. Adequate provisions in accordance with GAAP for taxes on the books of the Recipient have been made for all open years, and for their current fiscal period.

(l) *Other Contracts.* The Recipient is not in default under the terms or any covenant, indenture or contract of or affecting the Recipient's business or any of its properties, which default, if uncured, would have a material adverse effect on its financial condition, properties, business or operations.

(m) *No Event of Default.* No Event of Default, as defined in Article 9, has occurred or is continuing.

(n) *Compliance with Laws.* The Recipient is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the business operations of the Recipient and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Recipient. The Recipient has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Recipient.

(o) *Effective Date of Representations and Warranties.* The warranties and representations of this Article are made as of the Contract Effective Date and shall be deemed to be renewed and restated by the Recipient at the time each request for disbursement of Award Funds is submitted to IEDA or each time Tax Incentives are claimed by the Recipient.

6.2 Representations of Community.

(a) *Local Approvals Received; Authority and Validity of Obligations.* The Community has secured all necessary local approvals and has full right and authority to enter into this Contract. The person signing this Contract has full authority on behalf of the Community to:

1. Sign this Contract, and
2. Perform each and all of the Community's obligations under this Contract.

The Contract delivered by the Community has been duly authorized, executed and delivered by the Community and constitutes the valid and binding obligations of the Community and is enforceable against it in accordance with its terms. This Contract and related documents do not contravene any provision of law or any judgment, injunction, order or decree binding upon the Community or contravene or constitute a default under any covenant, indenture or contract of or affecting the Community or any of its properties.

(b) *Local Commitment.* The Community represents that there are legally enforceable commitments in

place for the Community local commitment identified for the Project in *Exhibit C -Description of the Project and Award Budget*.

(c) *No Material Adverse Change*. Since the Award Date, there has been no material adverse change in the Community's ability to perform its obligations under this Contract.

(d) *Full Disclosure; Community's Financial Assistance Application*. The statements and other information furnished to the IEDA by the Community in the Financial Assistance Application and in connection with the negotiation of this Contract do not contain any untrue statements of a material fact or omit a material fact necessary to make the material statements contained herein or therein not misleading. The IEDA acknowledges that, as to any projections furnished to the IEDA, the Community only represents that the same were prepared on the basis of information and estimates it believed to be reasonable.

(e) *Governmental Authority and Licensing*. The Community has received all licenses, permits, and approvals of all federal, state, local, and foreign governmental authorities, if any, necessary to perform its obligations under this Contract. No investigation or proceeding which, if adversely determined, could reasonably be expected to result in revocation or denial of any material license, permit, or approval is pending or, to the knowledge of the Community, threatened.

(f) *Litigation and Other Controversies*. There is no litigation or governmental proceeding pending, nor to the knowledge of the Community, threatened, against the Community which, if adversely determined would result in any material adverse change in the Community's ability to perform under this Contract, nor is the Community aware of any existing basis for any such litigation or governmental proceeding.

(g) *No Event of Default*. No Event of Default by the Community, as defined in Article 9, has occurred or is continuing.

(h) *Compliance with Laws*. The Community is in compliance with the requirements of all federal, state and local laws, rules and regulations applicable to or pertaining to the operations of the Community and laws and regulations establishing quality criteria and standards for air, water, land and toxic or hazardous wastes or substances, non-compliance with which could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract. The Community has not received notice that its operations are not in compliance with any of the requirements of applicable federal, state or local environmental or health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the financial condition, properties, business or operations of the Community in relation to the Community's ability to perform its obligations under this contract.

(i) *Effective Date of Representations and Warranties*. The warranties and representations of this Article are made as of the Contract Effective Date.

ARTICLE 7: COVENANTS OF THE RECIPIENT

For the duration of this Contract, the Recipient covenants to IEDA as follows:

7.1 Project Performance Obligations.

(a) *Use Award Funds only for Project*. The Recipient shall use the Award Funds only for the Project and for the activities described in Exhibit C -Description of the Project and Award Budget and this Contract. Use of the Award Funds shall conform to the Budget for the Project as detailed in Exhibit C -Description

of the Project and Award Budget. The Recipient represents that there are legally enforceable commitments in place from the funding sources identified for the Project in Exhibit C -Description of the Project and Award Budget.

(b) *Meet and Maintain Eligibility Requirements.* Recipient shall continue to meet and maintain all statutory eligibility requirements for the funding sources providing assistance under this Contract.

(c) *Project Time Period.* This Contract covers the Project time period from the Award Date through the Maintenance Period Completion Date. Recipient shall complete and maintain the Project within the Project time period shown below:

Award Date	Project Completion Period	COMPLIANCE MEASUREMENT POINT Project Completion Date	Maintenance Period	COMPLIANCE MEASUREMENT POINT Maintenance Period Completion Date	Contract Closeout
<p><i>“Award Date”</i> is the date first stated in this Contract and is the date the IEDA Board approved the awarding of financial assistance to the Recipient for the Project.</p>	<p><i>“Project Completion Period”</i> is the period of time between the Award Date and the Project Completion Date.</p>	<p><i>“Project Completion Date”</i> is the date defined in Exhibit D by which the Recipient must complete the Project.</p> <p>At this point, IEDA will review the Project to verify compliance with Contract terms and obligations.</p>	<p><i>“Maintenance Period”</i> is the period of time between the Project Completion Date and the Maintenance Period Completion Date. The Project must be maintained in Iowa for this period of time.</p>	<p><i>“Maintenance Period Completion Date”</i> is the date defined in Exhibit D on which the Maintenance Period ends.</p> <p>At this point, IEDA will review the Project to verify that it was maintained in compliance with Contract terms and obligations.</p>	<p>IEDA will conduct Contract Closeout procedures after all events described in Article 1 have been met.</p> <p><i>“Contract End Date”</i> is the date stated in IEDA’s written Notice of Final Contract Closeout that is issued pursuant to Article 1.</p>

(d) *Complete Project by Project Completion Date.* By the Project Completion Date, Recipient shall complete the Project, make the total investment it pledged for the Project and in accordance with the Award Budget as detailed in Exhibit C - Description of the Project and Award Budget, and comply with all other performance requirements described in this Contract.

(e) *Total Project Costs.* By the Project Completion Date, Recipient shall have completed the Project with a Total Project Cost as detailed in Exhibit C - Description of the Project and Award Budget.

(f) *Maintain Project through Maintenance Period Completion Date.* Recipient shall maintain the Project through the Maintenance Period Completion Date.

(g) *Maintain Project in Iowa During Contract Period.* The Recipient shall at all times preserve and maintain its existence as a corporation in good standing and maintain the Project in Iowa. The Recipient will preserve and keep in force and effect all licenses, permits, franchises, approvals, patents, trademarks, trade names, trade styles, copyrights and other proprietary rights necessary to the proper conduct of its respective business.

7.2 Taxes and Insurance.

(a) *Pay Taxes and Assessments.* The Recipient shall duly pay and discharge all taxes, rates, assessments, fees, and governmental charges upon or against its properties, in each case before the same

become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith and by appropriate proceedings and adequate reserves are provided therefore.

(b) *Maintain Insurance.* The Recipient shall insure and keep insured in good and responsible insurance companies all insurable property owned by it which is of a character usually insured by Persons similarly situated and operating like properties against loss or damage from such hazards or risks as are insured by Persons similarly situated and operating like properties, and the Recipient shall insure such other hazards and risks, including employers' and public liability risks in good and responsible insurance companies as and to the extent usually insured by Persons similarly situated and conducting similar business. The Recipient will, upon request of IEDA, furnish a certificate setting forth in summary form the nature and extent of the insurance maintained pursuant to this Article.

7.3 Preserve Project and Protect Security.

(a) *Maintenance of Properties.* The Recipient shall maintain, preserve and keep its properties in good repair, working order and condition, ordinary wear and tear excepted, and will from time to time make all needful and proper repairs, renewals, replacements, additions and betterments thereto so that at all times the efficiency thereof shall be fully preserved and maintained in accordance with prudent business practices.

(b) *Restrictions on Security.* If Security is required pursuant to Article 5 of this Contract, the Recipient shall not, without prior written disclosure to IEDA and prior written consent of IEDA, which shall not be unreasonably withheld, directly or indirectly:

1. Sell, transfer, convey, assign, encumber or otherwise dispose of any of the Secured Property for this Project.
2. Place or permit any restrictions, covenants or any similar limitations on the Secured Property or in the Security Documents for the Project.
3. Remove from the Project site or the State all or any part of the Secured Property.
4. Create, incur or permit to exist any lien of any kind on the Secured Property.

7.4 Recipient Changes.

(a) *No Changes in Recipient Operations.* The Recipient shall not materially change the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient, as described in the Recipient's approved Financial Assistance Application, Exhibit A of this Contract, unless approved in writing by IEDA prior to the change.

(b) *Changes in Recipient Ownership, Structure and Control.* The Recipient shall not materially change the ownership, structure, or control of the business if it would adversely affect the Project. This includes, but is not limited to, entering into any merger or consolidation with any person, firm or corporation or permitting substantial distribution, liquidation or other disposal of assets directly associated with the Project. Recipient shall provide IEDA with advance notice of any proposed changes in ownership, structure or control. The materiality of the change and whether the change adversely affects the Project shall be as reasonably determined by IEDA.

7.5 Required Reports.

(a) *Review of Reports.* The Recipient shall prepare, sign and submit required reports, in the form and content required by IEDA, as specified in this Contract.

(b) *Reports.* The Recipient shall prepare, sign and submit the following reports to the IEDA throughout the Contract period:

<u>Report</u>	<u>Due Date</u>
<u>Annual Project Status Report</u> The Annual Project Status Report will collect information from the Recipient about the status of the Project.	July 31 st for the period ending June 30 th
<u>End of Project Report</u> The End of Project Report will collect information from the Recipient about the completed Project.	Within 30 days of Project Completion Date
<u>End of Maintenance Period Report</u> The End of Maintenance Period Report will collect information from the Recipient's continued maintenance of the Project.	Within 30 days of the end of the Maintenance Period Completion Date

(c) *Additional Reports, Financial Statements as Requested by IEDA.* The IEDA reserves the right to require more frequent submission of reports if, in the opinion of the IEDA, more frequent submissions would provide needed information about Recipient's Project performance, or if necessary in order to meet requests from the Iowa General Assembly, the Department of Management or the Governor's office. At the request of IEDA, Recipient shall submit its annual financial statements completed by an independent CPA, or other financial statements including, but not limited to, income, expense, and retained earnings statements.

7.6 Compliance with Laws.

(a) *State, local and federal laws.* Recipient shall comply in all material respects with the requirements of all applicable federal, state and local laws, rules, regulations and orders.

(b) *Environmental laws.* Recipient shall comply in all material respects with all applicable environmental, hazardous waste or substance, toxic substance and underground storage laws and regulations, and the Recipient shall obtain any permits or licenses and shall acquire or construct any buildings, improvements, fixtures, equipment or its property required by reason of any applicable environmental, hazardous waste or substance, toxic substance or underground storage laws or regulations.

(c) *Nondiscrimination laws.* Recipient shall comply in all material respects with all applicable federal, state, and local laws, rules, ordinances, regulations and orders applicable to the prevention of discrimination in employment, including the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action.

(d) *Worker rights and safety.* The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules, ordinances, regulations and orders applicable to worker rights and worker safety.

(e) *Immigration laws.* Recipient shall only employ individuals legally authorized to work in this State. In addition to any and all other applicable penalties provided by current law, all or a portion of the Award is subject to recapture by IEDA if Recipient is found to employ individuals not legally authorized to work in the State of Iowa.

(f) *Compliance with IEDA's Administrative Rules.* Recipient shall comply with IEDA's administrative rules for the programs under which assistance is provided to the Project and rules governing administration of this Contract.

7.7 Inspection and Audit. The Recipient shall permit the IEDA and its duly authorized representatives, at such reasonable times and reasonable intervals as the IEDA may designate, to:

(a) Conduct site visits and inspect the Project.

(b) Audit financial records related to the Project.

(c) Examine and make copies of the books of accounts and other financial records of the Recipient related to the Project.

(d) Discuss the affairs, finances and accounts of the Recipient with, and to be advised as to the same by, its officers, and independent public accountants. By this provision, the Recipient authorizes such accountants to discuss with the IEDA and the IEDA's duly authorized representatives the finances and affairs of the Recipient.

7.8 Maintenance and Retention of Records.

(a) *Maintain Accounting Records.* The Recipient is required to maintain its books, records and all other evidence pertaining to this Contract in accordance with GAAP and such other procedures specified by IEDA.

(b) *Access to Records.* Records to verify compliance with the terms of this Contract shall be available at all times, and made available to IEDA and its designees at places and times designated by IEDA, for the duration of this Contract and any extensions thereof. Recipient shall make its records available to: (i) IEDA; (ii) IEDA's internal or external auditors, agents and designees; (iii) the Auditor of the State of Iowa; (iv) the Attorney General of the State of Iowa; (v) the Iowa Division of Criminal Investigations and any other applicable law enforcement agencies.

(c) *Records Retention Period.* Recipient shall retain the records for a period of three (3) years from the Contract End Date, unless the records are the subject of an audit, investigation, or administrative or legal proceeding. In those instances, the records shall be retained until the audit, investigation or proceeding has been resolved.

7.9 Required Notices from Recipient to IEDA.

(a) *Notice of Major Changes.* Recipient shall provide IEDA with written notice within thirty (30) days of the occurrence of: (a) any event that has a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract; (b) the termination of the business conducted at the Project; (c) a material modification of the nature of the business conducted at the Project; and (d) the transfer of the Project or any material interest in the Project in connection with financing or refinancing the Project.

(b) *Notice of Proceedings.* Without limiting Section 7.9(a), Recipient shall promptly provide IEDA with written notice within ten (10) days of the occurrence of any claims, lawsuits, bankruptcy proceedings, or other proceedings brought against Recipient that have a material adverse effect on Recipient's ability to complete the Project in accordance with the terms of this Contract.

7.10 Indemnification. The Recipient shall indemnify, defend and hold harmless the IEDA; the State

of Iowa; its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims ,including taxes, and all related costs and expenses ,including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties, arising from or in connection with any of the following:

- (a) Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
- (b) Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by the Recipient of any representation, warranty or covenant made by the Recipient in this Contract;
- (c) Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that the Recipient is required to insure against as provided for in this Contract; and
- (d) Any claim, demand, action, citation or legal proceeding which results from an act or omission of the Recipient or any of its agents in its or their capacity as an employer of a person.

7.11 Repayment of Unallowable Costs. Recipient shall repay any Award received or realized that is determined by IEDA, its auditors, agents or designees, the Auditor of the State of Iowa, or similar authorized governmental entity to be unallowable under the terms of this Contract.

7.12 Ongoing Fees Based on Claims. For the duration of this Contract and for as long as Recipient claims or applies for benefits against its Iowa tax liability under this Contract, Recipient shall remit to the Authority a compliance cost fee equal to one-half of 1 percent of the value of the Tax Incentives claimed pursuant to this Contract. The fee shall be due and payable upon filing the Recipient's annual tax return for each tax year in which the Recipient claims Tax Incentives under this Contract.

ARTICLE 8: COVENANTS OF THE COMMUNITY

For the duration of this Contract, the Community covenants to IEDA as follows:

8.1 Local Match. The Community shall provide the local financial assistance for the Project as described in Exhibit C, Project Description and Award Budget.

8.2 Notice to IEDA. In the event the Community becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, any change in the Recipient's ownership, structure or operation, or any other similar occurrence, the Community shall promptly provide written notice to IEDA.

ARTICLE 9: DEFAULTS AND REMEDIES

9.1 Default by Recipient. An unremedied Event of Default may result in termination of this Contract and repayment of all or a portion of the Award Funds disbursed to Recipient and the value of the Tax Incentives actually received, plus applicable default interest and costs.

(a) *Events of Default* Any one or more of the following shall constitute an "Event of Default" under this Contract:

1. *Nonpayment.* Failure to make a payment when due of any Loan or other payment required by this Contract whether by lapse of time, acceleration or otherwise; or
2. *Noncompliance with Covenants.* Default in the observance or performance of any covenant set

forth in Article 7, for more than twenty (20) business days; or

3. *Noncompliance with Security Documents.* Default in the observance or performance of any term of any Security Document if required in Article 5 beyond any applicable grace period set forth therein; or

4. *Noncompliance with Contract.* Default in the observance or performance of any other provision of this Contract; or

5. *Material Misrepresentation.* Any representation or warranty made by the Recipient in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof; or

6. *Security Deficiencies.* Any of the Security Documents that represent the Security pledged by Recipient to secure this Contract fails for any reason to create a valid and perfected priority security interest in favor of the IEDA; or

7. *Judgment.* Any judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes entered or filed against the Recipient or against any of its property and remains unvacated, unbonded or unstayed for a period of 30 days which materially and adversely affects Recipient's ability to perform its obligations under this Contract; or

8. *Adverse Change in Financial Condition.* Any change occurs in the financial condition of the Recipient which would have a material adverse effect on the ability of the Recipient to perform under this Contract; or

9. *Bankruptcy or Similar Proceedings Initiated.* Either the Recipient shall (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended, (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due, (iii) make an assignment for the benefit of creditors, (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it, or (vi) fail to contest in good faith any appointments or proceeding described below; or

10. *Appointment of Officials.* A custodian, receiver, trustee, examiner, liquidator or similar official is appointed for either the Recipient or any substantial part of any of its respective property, or a proceeding described above is commenced against the Recipient and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) days; or

11. *Insecurity.* IEDA in good faith deems itself insecure and reasonably believes, after consideration of all the facts and circumstances then existing, that the prospect of payment and satisfaction of the obligations under this Contract, or the performance of or observance of the covenants in this Contract, is or will be materially impaired; or

12. *Failure to Submit Required Reports.* The Recipient fails to submit complete reports by the required due dates as outlined in Article 7; or

13. *Layoffs, Relocation or Closure.* The Recipient or any Affiliate experiences a layoff or relocates

or closes any of its facilities within the state of Iowa or there is a reduction in the Base Employment Level for any Project, including but not limited to Modernization Projects.; or

14. *Hiring workers not authorized to work in state.* The Recipient fails to only employ only individuals legally authorized to work in the state of Iowa. If Recipient is found to knowingly employ individuals not legally authorized to work in the state of Iowa then, in addition to any and all other applicable penalties provided by current law, all or a portion of the assistance received is subject to repayment; or

15. *Failure to Maintain Program Eligibility Requirements.* Recipient fails to maintain a statutory eligibility requirement for a program providing assistance under this Contract.

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Recipient setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default has occurred and is not cured within the required time period, IEDA may, after written notice to Recipient:

1. Terminate this Contract.
2. Suspend or reduce pending and future disbursements.
3. Declare immediately due and payable without further demand, presentment, protest or notice of any kind the principal and any accrued interest on any outstanding Promissory Notes issued pursuant to this Contract, including both principal and interest and all fees, charges and other amounts payable under this Contract.
4. Require repayment of all or a portion of Award Funds disbursed.
5. Revoke or reduce authorized Tax Incentives.
6. Require full repayment of all or a portion of the value of Tax Incentives received.

(d) Reserved.

(e) *Default Interest Rate.* If an Event of Default occurs and remains uncured, a default interest rate of 6% shall apply to repayment of amounts due under this Contract. The default interest rate shall accrue from the first date Award Funds are disbursed or Tax Incentives are received.

(f) *Expenses.* The Recipient agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA, including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Recipient or in connection with the enforcement of any of the terms of this Contract.

9.2 Default by Community.

(a) *Events of Default.* Any one or more of the following shall constitute an "Event of Default by Community" under this Contract:

1. *Noncompliance with Covenants.* Default in the observance or performance of any covenants of the Community set forth in Article 8, for more than five (5) business days; or

2. *Material Misrepresentation.* Any representation or warranty made by the Community in this Contract or in any statement or certificate furnished by it pursuant to this Contract, or made by Community in Exhibit A, Recipient's Financial Assistance Application, or in connection with any of the above, proves untrue in any material respect as of the date of the issuance or making thereof.

3. *Terminate this Contract.*

(b) *Notice of Default and Opportunity to Cure.* If IEDA has reasonable cause to believe that an Event of Default has occurred under this Contract, IEDA shall issue a written Notice of Default to the Community setting forth the nature of the alleged default in reasonable specificity and providing therein a reasonable period of time, which shall not be fewer than thirty (30) days from the date of the Notice of Default, during which the Community shall have an opportunity to cure, provided that cure is possible and feasible.

(c) *Remedies Available to IEDA.* When an Event of Default by Community has occurred and is not cured within the required time period, IEDA may, after written notice to Community:

1. Suspend or reduce pending and future disbursements to Community.
2. Require payment by Community of the amount of local financial assistance pledged to the Project but not provided.

(d) *Expenses.* The Community agrees to pay to the IEDA all expenses reasonably incurred or paid by IEDA including reasonable attorneys' fees and court costs, in connection with any Default or Event of Default by the Community or in connection with the enforcement of any of the terms of this Contract.

ARTICLE 10: MISCELLANEOUS.

10.1 Choice of Law and Forum; Governing Law.

(a) In the event any action or proceeding of a quasi-judicial or judicial nature is commenced arising out of or relating to this Contract, such action or proceeding shall be brought in Des Moines, Iowa, in the Iowa District Court for Polk County, if such court has jurisdiction. If, such court lacks jurisdiction and jurisdiction lies only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

(b) This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the IEDA, the State of Iowa or its members, officers, employees or agents.

(c) This Contract and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of Iowa without giving effect to any conflict of law principles that may require the application of the laws of another jurisdiction.

10.2 Contract Amendments. Neither this Contract nor any documents incorporated by reference in connection with this Contract, may be changed, waived, discharged or terminated orally, except as provided below:

(a) *Writing required.* The Contract may only be amended if done so in writing and signed by all the parties. Examples of situations requiring an amendment include, but are not limited to, time extensions, budget revisions, and significant alterations of existing activities or beneficiaries.

(b) *IEDA review.* Requests to amend this Contract shall be processed by IEDA in compliance with the IEDA's rules and procedures applicable to contract amendments.

10.3 Notices. Except as otherwise specified herein, all notices hereunder shall be in writing, including, without limitation by fax, and shall be given to the relevant party at its address, e-mail address, or fax number set forth below, or such other address, e-mail address, or fax number as such party may hereafter specify by notice to the other parties provided by United States mail, by fax or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Recipient at:

Ag Processing Inc a cooperative
Paul Wahlmeier
12700 West Dodge Rd
Omaha, NE 68154

E-mail: pwahlmeier@agp.com
Telephone: 402.498.2261

To the IEDA at:

Iowa Economic Development Authority
Compliance
1963 Bell Avenue, Suite 200
Des Moines, Iowa 50315
Attention: Business Development - Compliance

E-mail: Compliance@iowaeda.com
Telephone: 515.348.6200
Facsimile: 877.631.7575

To the Community at:

Woodbury County
David Gleiser
620 Douglas Street, 6th Floor Court House
Sioux City, IA 51101

E-mail: dgleiser@woodburycountyiowa.gov
Telephone: 712.279.6609

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the e-mail address specified in this Article and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Article.

10.4 Headings. Article headings used in this Contract are for convenience of reference only and are not a part of this Contract for any other purpose.

10.5 Final Authority. The IEDA shall have the authority to reasonably assess whether the Recipient has complied with the terms of this Contract. Any IEDA determinations with respect to compliance with the provisions of this Contract shall be deemed final determinations pursuant to Iowa Code Chapter 17A, Iowa Administrative Procedure Act.

10.6 Waivers. No waiver by IEDA of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the IEDA in exercising any

right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IEDA shall preclude future exercise thereof or the exercise of any other right or remedy.

10.7 Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

10.8 Survival of Representations. All representations and warranties made herein or in any other Contract document or in certificates given pursuant hereto or thereto shall survive the execution and delivery of this Contract and the other Contract documents and shall continue in full force and effect with respect to the date as of which they were made until all of Recipient's obligations or liabilities under this Contract have been satisfied.

10.9 Severability of Provisions. Any provision of this Contract which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event any provision of this Contract is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as to be enforceable and it shall be enforced to that extent. All rights, remedies and powers provided in this Contract or any other Contract document may be exercised only to the extent that the exercise thereof does not violate any applicable mandatory provisions of law, and all the provisions of this Contract and any other Contract document are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Contract or any other Contract document invalid or unenforceable.

10.10 Successors and Assigns. This Contract shall be binding upon the Recipient and IEDA and their respective successors and assigns, and shall inure to the benefit of the IEDA and Recipient and their successors and assigns.

10.11 Nonassignment. This Contract shall not be assigned, in whole or in part, by Recipient unless approved in writing by IEDA. Any attempt by Recipient to assign this Contract other than as permitted herein shall be null and void.

10.12 Termination. This Contract can be terminated under any of the following circumstances:

(a) *Agreement of the Parties.* Upon written agreement of the Recipient, the Community and IEDA.

(b) *Unremedied Event of Default.* As a result of the Recipient's or Community's unremedied Event of Default pursuant to Article 9.

(c) *Termination or reduction in funding to IEDA.* As a result of the termination or reduction of funding to IEDA as provided in Article 4.4(d).

10.13 Documents Incorporated by Reference. The following documents are incorporated by reference and considered an integral part of this Contract:

1. Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000642
2. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
3. Exhibit C - Description of the Project and Award Budget
4. Exhibit D - Job Obligations

- 5. Exhibit E- Reserved
- 6. Exhibit F - Reserved

10.14 Order of Priority. In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

- 1. Article 1 - 10 of this Contract.
- 2. Exhibit A - Recipient’s Financial Assistance Application (on file with IEDA), Application # BF AA-000642
- 3. Exhibit B-1 High-Quality Jobs Program – Tax Credit Component Special Conditions
- 4. Exhibit C - Description of the Project and Award Budget
- 5. Exhibit D - Job Obligations
- 6. Exhibit E - Reserved
- 7. Exhibit F - Reserved

10.15 Integration. This Contract contains the entire agreement between the Parties relating to the Project. Any representations that may have been made before or after signing this Contract, which are not contained herein, are nonbinding, void and of no effect. None of the Parties has relied on any such prior representation in entering into this Contract.

-This space intentionally left blank, signature page follows -

IN WITNESS WHEREOF in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract, effective as of the latest date stated below (Contract Effective Date).

FOR IEDA:

BY:

Deborah V. Durham, Director

Date

FOR RECIPIENT:

BY:

Signature

Typed Name and Title

Date

FOR THE COMMUNITY:

BY:

Signature

Typed Name and Title

Date

LIST OF EXHIBITS

- Exhibit A - Recipient's Financial Assistance Application (on file with IEDA), Application # BFAA-000642
- Exhibit B-1 High Quality Jobs Program – Tax Credit Component Special Conditions
- Exhibit C - Description of the Project and Award Budget
- Exhibit D - Job Obligations
- Exhibit E - Reserved
- Exhibit F - Reserved

EXHIBIT B – 1
High Quality Jobs Program – Tax Credit Component

Special Conditions to Contract # 22-HQJP-016

The following additional terms shall apply to the Contract:

SECTION 1: ADDITIONAL DEFINITIONS.

The following additional terms are defined in this Contract as follows:

“Capital Investment” means the investment spent on depreciable assets. The minimum Capital Investment required for this Project is as stated in Section 2 of this Exhibit. The allowable categories of expenditures for purposes of calculating Capital Investment are described in IEDA’s administrative rule 261 IAC 174.10.

“Investment Qualifying for the Tax Credit” means new investment directly related to jobs created or retained by the start-up, location, expansion or modernization for this Project.

“Qualifying Investment” means the statutorily-required minimum investment amount that must be made and maintained by the Recipient to receive High Quality Jobs Program Tax Incentives for this Project. This amount is as stated in Section 2 of this Exhibit. Not all expenditures count toward meeting the required Qualifying Investment. The categories of expenditures that can be included for purposes of meeting and maintaining statutorily-required investment requirements are described in 261 IAC 174.10.

“Economically Distressed Area” means a county that ranks among the bottom 33 of all Iowa counties, as measured by either the average monthly unemployment level for the most recent 12-month period or the average annualized unemployment level for the most recent five-year period.

SECTION 2: TERMS AND CONDITIONS OF THE AWARD

2.1 Award. The Recipient is awarded the following Tax Incentives through the High Quality Jobs Program, based on the minimum investment requirements described herein: \$842,000.

2.2 Minimum Investment Requirements. As a condition of receiving Tax Incentives, the Recipient shall meet the following minimum investment requirements:

(a)	Capital Investment.	\$ 71,100,000
(b)	Qualifying Investment.	\$ 71,100,000
(c)	Investment Qualifying for Tax Credits.	\$ 70,800,000

2.3 Additional Tax Incentives. The Recipient is eligible for additional incentives pursuant to Iowa Code section 15.326, et. seq. The following Tax Incentives, in the maximum amounts shown for each authorized incentive, are also available to the Recipient:

Authorized Incentives	Included in Award	Maximum Amt.
<i>Refund of Sales, Service, and Use Taxes.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 342,000
<i>Refund of Sales Taxes Attributable to Racks, Shelving, and Conveyor Equipment.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Corporate Tax Credit For Certain Sales Taxes Paid By Third Party Developer.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$ 0
<i>Investment Tax Credit (negotiated)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$ 500,000
<i>Research Activities Credit.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0
<i>Local Property Tax Exemption Provided by Community</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ 0

2.4 Conditions for Authorized Incentives. The Recipient is responsible to seek these additional incentives through processes described in the applicable statutes and corresponding administrative rules, ordinances and procedures. The following conditions shall apply to the incentives described in section 2.3 of this Exhibit.

(a) *Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors.* The Recipient is eligible for a refund of sales, service and use taxes paid to contractors and subcontractors as authorized in Iowa Code section 15.331A (2011 Supplement).

1. The Recipient may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or equipping of a facility of the Recipient.
2. Taxes attributable to intangible property and furniture and furnishings shall not be refunded.
3. To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Recipient must:
 - i. Inform the Iowa Department of Revenue (IDR) after project completion.
 - ii. Make an application to IDR within one year after project completion. For purposes of claiming this refund, "project completion" means any date during the period beginning the date of Certificate of Completion is provided by the Community to the Recipient upon completion of the renovation of the building included in the Project and ending on the Project Completion Date as identified in Exhibit D.

(b) *Reserved.*

(c) *Reserved.*

(d) *Investment Tax Credit.*

1. The Recipient may claim an investment tax credit as provided in Iowa Code section 15.333. Such credit may be claimed for a portion of the Qualifying Expenditures, as defined below in subparagraph (3), directly related to Job Obligations, as described in Exhibit D, of the start-up or location, expansion, or modernization of the business under this program. The credit shall be earned when the qualifying asset is placed in service. The Recipient shall not claim more than the amount authorized for this incentive as stated above and in Article 3 of the Contract. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs first.

2. The tax credit shall be amortized equally over a five-year period as specified below:

September 1, 2021 – August 31, 2022	\$ 100,000
September 1, 2022 – August 31, 2023	\$ 100,000
September 1, 2023 – August 31, 2024	\$ 100,000
September 1, 2024 – August 31, 2025	\$ 100,000
September 1, 2025 – August 31, 2026	\$ 100,000

3. Only Qualifying Expenditures are eligible for the investment tax credit. For purposes of this benefit, “Qualifying Expenditures” means:
- i. The purchase price of real property and any buildings and structures located on the real property.
 - ii. The cost of improvements made to real property which is used in operation of the business.
 - iii. The costs of machinery and equipment, as defined in Iowa Code section 427A.1(1) “e” and “j” purchased for use in the operation of the business and for which the purchase price may have been depreciated in accordance with GAAP.
4. If the Project includes leasing of new construction or major renovation of an existing building, the annual base rent paid to a third-party developer by Recipient must be for a period equal to the term of the lease agreement but cannot exceed the maximum term of the agreement, provided the cumulative cost of the base rent payments for that period does not exceed the cost of the land or the third-party developer’s costs to build or renovate the building for the Recipient. Limitations to annual base rent shall only be considered when the Project includes the construction of a new building or the major renovation of an existing building. The Recipient shall enter into a lease agreement with the third-party developer for a minimum of five years.

(e) *Reserved.*

(f) *Reserved.*

SECTION 3: ADDITIONAL COVENANTS

In addition to the Covenants described in Article 7 of the Contract, the Recipient shall be bound to the additional covenants:

3.1 Job Obligations. By the Project Completion Date, the Recipient shall create and/or retain the number of FTE Created Jobs and Retained Jobs included in, for Retained Jobs, and above, for Created Jobs, the Recipient's Base Employment Level, as detailed in Exhibit D – Job Obligations, and maintain the jobs through the Maintenance Period.

3.2 Wage Obligations. The Qualifying Wage Threshold rates specific to this Contract that must be met are stated in Exhibit D, Job Obligations. By the Project Completion Date and through the Maintenance Completion Period Date, the Recipient shall:

(a) For Projects in Economically Distressed Areas or at a designated Grayfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 100% of the Qualifying Wage Threshold.

(b) For Projects at a designated Brownfield Site, the Qualifying Wage Threshold requirement applicable to all phases of the Project is 90% of the Qualifying Wage Threshold.

(c) For all other Projects:

1. For the *Created Jobs*, pay 100% of the Qualifying Wage Threshold at the start of the Project Completion Period, at least 120% of the Qualifying Wage Threshold by the Project Completion Date, and at least 120% of the Qualifying Wage Threshold until the Maintenance Period Completion Date.

2. For the *Retained Jobs*, pay at least 120% of the Qualifying Wage Threshold throughout both the Project Completion Period and the Maintenance Period.

3.3 Provide Sufficient Benefits. The Recipient shall provide Sufficient Benefits to all employees included as part of the job and wage obligations.

SECTION 4: ADDITIONAL DEFAULT PROVISIONS

In addition to the default provisions included in Article 9 of the Contract, the following default provisions shall apply:

4.1 Repayment of Tax Incentives Received - High Quality Jobs Program. IDR is the state agency responsible for collecting the value of any Tax Incentives received in violation of the terms of this Contract. The Community is the party responsible for collecting the value of the local tax incentives received in violation of this Contract. IEDA will determine if the Recipient has met the terms of this Contract. If there is an unremedied Event of Default, IEDA will provide written notice to IDR and the Community. Calculation of the amount owed may be based on a sliding scale in certain circumstances and may include interest assessed by IDR. Those circumstances are as follows:

(a) Failure to Meet Job Obligations by Project Completion Date. If the Recipient does not meet its Job Obligations as detailed in Exhibit D, Job Obligations by the Project Completion Date, the repayment amount shall be the same proportion as the amount of the shortfall in created jobs. For example, if the business creates 50 percent of the jobs required, the business shall repay 50 percent of the incentives received. For Modernization Projects, Recipient shall maintain the Base Employment Level. Any job loss

may result in a proportional reduction or repayment of incentives received.

Upon repayment of the amount due, IEDA will reduce the Recipient's Job Obligations. The reduced Job Obligations must be maintained through the Maintenance Period Completion Date.

(b) Job shortfall at Maintenance Period Completion Date. If the Recipient does not maintain its adjusted Job Obligations through the Maintenance Period Completion Date, Recipient shall repay an additional percentage of the Tax Incentives it has received. The amount to be repaid will be calculated as described in subsection (a) above.

(c) Qualifying Investment. If the Business does not meet its Qualifying Investment requirement as defined in Section 2 of this Exhibit, the repayment amount shall be the same proportion as the amount of the shortfall in required Qualifying Investment. For example, if the business meets 75 percent of the amount of required capital investment, the business shall repay 25 percent of the amount of the incentives received.

(d) Less than Total Project Cost at Project Completion Date. If the Recipient does not complete the Project with a Total Project Cost as stated in Exhibit C, Project Description and Award Budget, by the Project Completion Date Recipient shall repay a portion of the Tax Incentives received.

For example, if the Recipient's required Total Project Cost is 10% less than pledged, 10% of the value of the Tax Incentives received, plus any interest assessed by IDR, must be repaid.

(e) Repayment Amount If Shortfall in Job Obligations, Qualifying Investment and/or Less Than Total Project Cost. If the Recipient experiences a shortfall in two or more of its requirements related to Job Obligations, Qualifying Investment, or the Total Project Cost, IEDA will calculate the percentage owed for the Recipient's failure to meet each of the requirements. The higher of these amounts shall be the amount Recipient shall repay to IDR.

(f) Selling, Disposing, or Razing of Property. If, within five years of purchase, the Recipient sells, disposes of, razes, or otherwise renders unusable all or a part of the land, building, or other existing structures for which an investment tax credit was claimed, the income tax liability of the Recipient for the year in which all or part of the property is sold, disposed of, razed, or otherwise rendered unusable shall be increased by one of the following amounts, plus any interest assessed by IDR:

1. 100% of the tax credit claimed if the property ceases to be approved for the tax credit within one full year after being placed in service.
2. 80% of the tax credit claimed if the property ceases to be approved for the tax credit within two full years after being placed in service.
3. 60% of the tax credit claimed if the property ceases to be approved for the tax credit within three full years after being placed in service.
4. 40% of the tax credit claimed if the property ceases to be approved for the tax credit within four full years after being placed in service.
5. 20% of the tax credit claimed if the property ceases to be approved for the tax credit within five full years after being placed in service.

- End of Exhibit B – 1 -

**DESCRIPTION OF THE PROJECT AND AWARD BUDGET
(EXHIBIT C)**

Name of Recipient: Ag Processing Inc a cooperative

Name of Community: Woodbury County

Contract Number: 22-HQJP-016

PROJECT DESCRIPTION

Ag Processing Ing a cooperative will upgrade the Sergeant Bluff soybean processing facility to increase the sustainable crush rate which would allow AGP members to sell products locally, in an area that supply historically exceeds crush availability.

AWARD BUDGET

SOURCE OF FUNDS	AMOUNT	FORM	USE OF FUNDS	COST
IEDA Programs HQJP Tax Credit		¹ See Below	*Land Acquisition *Site Preparation	\$200,000
Business	\$71,500,000	Cash/Equity	*Building Acquisition *Building Construction *Building Remodeling Lease Payments *Mfg Machinery and Equipment *Other Machinery and Equipment Racking, Shelving, etc. *Computer Hardware Computer Software *Furniture and Fixtures Working Capital Research and Development Job Training	\$8,600,000 \$2,600,000 \$59,300,000 \$100,000 \$400,000 \$300,000
Total	\$71,500,000		Total	\$71,500,000

¹\$842,000 estimated benefit value

OTHER FUNDING

SOURCE OF FUNDS	TOTAL AMOUNT	FORM/TERM	USED AS MATCH
TIF Rebate			
Tax Abatement	\$578,243	427B Industrial Property	YES
260E Job Training			
In-Kind Contributions			
RISE			
RED			
Other			

EXHIBIT D – JOB OBLIGATIONS

Recipient: Ag Processing Inc a cooperative
Community: Woodbury County
Contract Number: 22-HQJP-016

This Project has been awarded Project Completion Assistance and Tax Incentives from the High Quality Jobs Program (HQJP) – Tax Credit Component. The chart below outline the contractual job obligations related to this Project.

Data in the “Employment Base” column has been verified by IEDA and reflects the employment characteristics of the facility receiving funding before this award was made. Jobs to be retained as a part of this Project must be included in these calculations.

Data in the “Jobs To Be Created” column outlines the new full-time jobs (including their wage characteristics) that must be added to the employment base and, if applicable, statewide employment base as a result of this award.

At the Project Completion Date and through the Maintenance Period Completion Date, the Recipient must achieve, at a minimum, the numbers found in the “Total Job Obligations” column.

HQJP JOB OBLIGATIONS	Employment Base	Jobs To Be Created	Total Job Obligations
Project Completion Date: November 30, 2024 Maintenance Period Completion Date: November 30, 2026			
Total employment at project location	128	2	130
Average wage of total employment at project location	\$28.31		
Qualifying Laborshed Wage threshold requirement (per hr)	\$20.56		
Number of jobs at or above qualifying wage	119	2	121
Average Wage of jobs at or above qualifying wage	\$29.02		

Notes re: Job Obligations

1. When determining the number of jobs at or above the qualifying wage, wages will include only the regular hourly rate that serves as the base level of compensation. The wage will not include nonregular forms of compensation such as bonuses, unusual overtime pay, commissions, stock options, pension, retirement or death benefits, unemployment benefits or other insurance, or other fringe benefits.
2. Employment Base includes 0 “Retained Jobs”.

If the Recipient uses or proposes to use a non-standard work week (8 hours a day, 5 days a week, 52 weeks a year including holidays, vacation and other paid leave), check the box below and describe that alternative schedule. The alternative schedule must meet the requirements of 261 IAC 173.2. If the box is not checked or if no alternative schedule is provided, IEDA will consider “*Full-time Equivalent (FTE) Job*” to mean the employment of one person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave.

- The Recipient shall use an alternative work week for purposes of its employees described in the Contract. The alternative work week is as follows: [description].

Sufficient Benefits Deductible Requirements

Recipient shall provide Sufficient Benefits with a maximum deductible of \$1,700 for single coverage or \$3,750 for family coverage.

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

Date: 2/18/2022

Weekly Agenda Date: 3/1/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Resolution Supporting HF 2430, A Bill for an Act Relating to Methods of Determining Compensation for Elected County Officers (Formerly HSB 666)

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The current way that Iowa Law mandates county compensation boards is antiquated and is of poor service to taxpayers. It is very unfair. A cursory glance of happenings in counties that are making news and comments made by supervisors in relationship to comp board recommendations is reflective of a system that needs serious reform.

HF 2430 and SSB 3117 are laudable bills aimed at reforming this system. Property taxpayers have an interest in making sure compensation is both fair, efficient, and conscientious of their total resources, something that compensation board recommendations do not account for.

BACKGROUND:

HF 2430 moved out of a House Local Government full committee on 2-15-22. The bill would authorize the board of supervisors to establish or dissolve a county compensation board. If established, the compensation board would follow requirements under current code, and if dissolved, those requirements would go to the supervisors. The bill would allow supervisors to adopt a compensation board recommendation if retained, go lower or higher, and the supervisors would no longer be required to adjust compensations for all elected officials by the same percentage, a serious flaw of the comp board system. (ISACS is registered FOR).

SSB 3117, another laudable bill, would require the county compensation board to consider the economic health of the county, state, and country when determining its compensation recommendation to the board of supervisors, as well as requiring documentation of how compensation recommendations were determined. Currently, an all-too-simplistic comparison of population drives consideration and completely ignores competing tax rates, border counties, small business tax climate, economic health, property tax intensity/levy-ability and a whole host of factors.

I spoke with Rep. Jane Bloomingdale, Chair of the Local Government Committee, on 2-19-22 and learned that HF 2430 has very good support.

The Woodbury County Board of Supervisors will hear from Lucas Beenken from ISACS at 5:00 pm tonight regarding this current legislation. I am hoping we can have a discussion and then pass the attached resolution in order to balance fair and reasonable compensation within our fiduciary responsibility on behalf of taxpayers.

FINANCIAL IMPACT:

None. See resolution language here:

WHEREAS unelected compensation boards often look at single factors such as looking at comparables on a population basis and do not fully take into account property tax affordability and economic conditions, and

WHEREAS Boards of Supervisors in Iowa's 99 counties are forced to reduce by equal percentages the recommendations of compensation boards often ranging from 6-30%, and

WHEREAS the average raise nationally of ALL companies' workers in the U.S. is 3.4% in 2022, the highest in over a decade, and

WHEREAS Boards of Supervisors have a fiduciary responsibility to take into account the economic health and tax climate of the county, state, and county when determining compensation, and

WHEREAS House File 2430 authorizes a board of supervisors to establish or dissolve a compensation board and if such compensation board is dissolved, those requirements would fall to the supervisors, and

WHEREAS HF 2430 would allow supervisors to adopt a compensation board recommendation if retained and increase or decrease the recommendations, and

WHEREAS supervisors would no longer be required to adjusted compensation for all elected officials by the same percentage, and

WHEREAS the Iowa State Association of County Supervisors is likewise registered in support of HF 2430,

Now, therefore be it RESOLVED that the Woodbury County Board of Supervisors resoundingly supports HF 2430 and urges the Iowa Legislature to pass HF 2430 and the Honorable Governor Kim Reynolds to sign into law its provisions in order to give Boards of Supervisors the greatest freedom to support taxpayers and the hardworking families we are elected to represent.

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:

See below.

ACTION REQUIRED / PROPOSED MOTION:

Pass the resolution and forward to every member of both House and State Local Government Committees.

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

Date: 2/23/2022

Weekly Agenda Date: 3/1/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisors Taylor & Ung

WORDING FOR AGENDA ITEM:

Approval of Memorandum of Understanding between Woodbury County's Board of Supervisors, Conservation Board, and Secondary Roads Department regarding future uses of the Briese Property

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The attached Memorandum of Understanding (MOU) should be signed by the Board of Supervisors. It contains provisions previously discussed in closed sessions while negotiations for this property took place and involved the County Supervisors, County Conservation, and Secondary Roads.

BACKGROUND:

When this property came up for sale the Conservation Board was approached by Pat Briese and when we realized how much gravel was left and involved we went to the Engineer to see if there was interest. There was and the Supervisors, Conservation Board Director and the County Engineer met in closed sessions and worked out a plan to purchase these parcels. The Conservation board wanted the recreational ground(timber) to the north as well as the ground the Engineer was purchasing for gravel. Once the graveling was done it was discussed that the property would be then sold to the Conservation Board under the following agreement;

Woodbury County Conservation will reimburse the Woodbury County Secondary Road Department 50% of the cost of the property surrounding and including the gravel pit at the Briese Farm, comprising 35 acres more or less that was purchased for \$7500 per acre. The total buy out of this property by Conservation totals \$131,250, upon submittal of a request for payment at the completion of mining on the property. The county road department will remove stockpiles, spread suitable on site soil on top of production areas and shape the land around the lake at the completion of gravel operations and storage. The county conservation department will prepare, seed, and if necessary, fence areas around the lake upon transfer of the site.

Woodbury County Conservation will have the option and right of first refusal for the Woodbury County Secondary Road Department to transfer the management of the quarry and farm property from the balance of the Briese Farm consisting of 41 acres more or less and operated in the interim as farm property at the cost of \$7500 per acre or \$307,500 which may be paid in installments over up to a 5-year period at no interest. By agreement, the option may be exercised up to 5 years after completion of mining operations on the Briese Farm property. Should Conservation decide they do not want to exercise this option to assume management of the property, the Board of Supervisors and Secondary Road Department may sell or otherwise purpose the farm ground and reimburse the Secondary Road Department the proceeds of the transaction.

FINANCIAL IMPACT:

There is no financial impact to the Supervisors or the Engineer as they will be selling the property to the Conservation Board. The Conservation Board will be purchasing the ground with CIP Funds raised from its park revenues and grant dollars that are available.

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:

(see below)

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Memorandum of Understanding between Woodbury County's Board of Supervisors, Conservation Board, and Secondary Roads Department regarding future uses of the Briese Property

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Woodbury County Board of Supervisors, Woodbury County Conservation Department, and the Woodbury County Secondary Roads Department. This agreement is a statement of intent and agreement by the Board of Supervisors and the Woodbury County Conservation Board for the future use of the Briese farm, purchased by the Secondary Road Department for the production of gravel. The subject property is described as follows:

Lots Three (3), Four (4) and Five (5) of Briese Addition, a minor Subdivision to Woodbury County, Iowa, and Parcel C: A parcel of land located in Government Lot Ten (10) of Section 1, T88N, R43W of the 5th P.M., Woodbury County, Iowa, and being more particularly described as follows; Commencing at the SW Corner of said Government Lot 10; easterly along the southerly line of said government lot on an assumed bearing of S89°03'01"E (with all subsequent bearings referenced therefrom) for a distance of 365.00 feet to a point on the centerline of Iowa State Highway No. 31 and the Point of Beginning; thence N30°10'58"E along Highway No. 31 centerline for a distance of 1,100.95 feet; thence continuing along said centerline along a curve to the right, concave southeasterly, having a radius of 1,146.00 feet and a central angle of 23°05'33" on a chord bearing of N41°43'44"E for a chord distance of 458.76 feet to a point on the northerly line of Government Lot 10; thence S89°32'27"E along the northerly line of said government lot for a distance of 78.95 feet to the NE corner of Government Lot 10; thence S00°05'42"E along the easterly line of said government lot for a distance of 1,309.02 feet to the SE corner of Government Lot 10; thence N89°03'01"W along the southerly line of said government lot for a distance of 940.12 feet to a point on the centerline of Iowa State Highway No. 31 and the Point of Beginning.

The parties hereby state and agree:

WHEREAS; Woodbury County Secondary Road Department has purchased approximately seventy seven (77) acres in Section 1 of Kedron Township adjacent to Highway 31 and on the north side of existing county owned property and Little Sioux Park, known as the Briese Farm, and purchased for gravel extraction,

WHEREAS; This site was previously used as a gravel pit and the Secondary Road Department will extract available gravel from this site over an indeterminate period of years.,

WHEREAS; It has been determined that Woodbury County Conservation Department has an interest in this property at the completion of the gravel extraction process with plans to expand and enhance its park facilities at Little Sioux Park and along the Little Sioux River,

THEREFORE; the parties agree to the following:

Woodbury County Conservation will reimburse the Woodbury County Secondary Road Department 50% of the cost of the property surrounding and including the gravel pit at the Briese Farm, comprising 35 acres more or less that was purchased for \$7500 per acre. The total buy out of this property by Conservation totals \$131,250, upon submittal of a request for payment at the completion of mining on the property. The county road department will remove stockpiles, spread suitable onsite soil on top of production areas and shape the land around the lake at the completion of gravel operations and storage.

The county conservation department will prepare, seed, and if necessary, fence areas around the lake upon transfer of the site.

Woodbury County Conservation will have the option and right of first refusal for the Woodbury County Secondary Road Department to transfer the management of the quarry and farm property from the balance of the Briese Farm consisting of 41 acres more or less and operated in the interim as farm property at the cost of \$7500 per acre or \$307,500 which may be paid in installments over up to a 5-year period at no interest. By agreement, the option may be exercised up to 5 years after completion of mining operations on the Briese Farm property. Should Conservation decide they do not want to exercise this option to assume management of the property, the Board of Supervisors and Secondary Road Department may sell or otherwise purpose the farm ground and reimburse the Secondary Road Department the proceeds of the transaction.

Approved this 18th day of November, 2021 by County Conservation

Board: Recommended:

Daniel Heissel, Woodbury County Conservation Director

Chair, Woodbury County Conservation Board

Approved this 1st day of March, 2022 by Woodbury County Board of Supervisors:

Recommended:

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

Keith Radig, Board Chair