



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(NOVEMBER 22) (WEEK 47 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

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 22, 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

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

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

Consent Agenda

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

3. Approval of the minutes of the November 15, 2022 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
 - a. Authorization to Initiate Hiring Process
 - b. Approval of retiree request to remain on the county health, dental and vision insurance plans
 - c. Approve the agreements with IBC to become Woodbury County's COBRA administrator
 - d. Approve the renewal of Woodbury County's medical plan

6. Board Administration – Karen James
Approval of resolution for a tax suspension for F.S.

End Consent Agenda

7. Deputy Election Commissioner – Steve Hofmeyer
Correction to the Canvass of the 2022 General Election. Draw lots to determine the winner for the second vacancy for the Morgan Township Trustee Action

8. Mayor of Merville – Jim Fisher
Discuss and/or take action to hire a rural community multi city inspector Action

9. Board Administration – Dennis Butler
 - a. Approval to add the additional 28th Street paving costs in the amount of \$28,940 to the ARPA funded water and sewer project with a new total of \$447,447 Action

 - b. Approval to move the funding of the fiber optic project involving the 28th Street Project from ARPA funding to the FY23 CIP projects in the amount of \$134,493 Action

 - c. Approve resolution authorizing and providing for the issuance of not to exceed \$2,100,000 aggregate principal amount of revenue bonds (Siouxland Regional Transit System Project); the execution and delivery of a loan agreement providing for the repayment of the loan; the sale of said bonds; the execution of an assignment and pledge agreement; and the execution of other documents related thereto Action

 - d. Approval of the Annual Urban Renewal Report for FY 21-22 Action

10. Reports on Committee Meetings Information

11. Citizen Concerns Information

12. Board Concerns Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- TUE., NOV. 22** 2:00 p.m. Decat Board Meeting, Western Hills AEA, Room F
- WED., NOV. 23** 2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- THU., NOV. 24** 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., NOV. 28** 6:00 p.m. Zoning Commission Meeting, First Floor Boardroom
- THU., DEC. 1** 10:00 a.m. COAD Meeting, The Security Institute
- FRI., DEC. 2** 9:00 a.m. SIMPCO Tri-State Legislative Forum, 4647 Stone Ave – Dr. Robert Student Center
- MON., DEC. 5** 6:00 p.m. Board of Adjustment meeting, First Floor Boardroom
- WED., DEC. 7** 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
- THU., DEC. 8** 1:30 p.m. SIMPCO – Community and Economic Development, Hybrid
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., DEC. 14** 7:30 a.m. SIMPCO – Executive-Finance Committee Meeting, 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.
- THU., DEC. 15** 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
5:00 p.m. SIMPCO Board of Directors, Country Club, 4001 Jackson Street
- FRI., DEC.16** 12:00 p.m. Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., DEC. 21** 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- MON., DEC. 26** 6:00 p.m. Zoning Commission Meeting, First Floor Boardroom
- TUE., DEC. 27** 2:00 p.m. Decat Board Meeting, Western Hills AEA, Room F
- WED., DEC. 28** 2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- THU., DEC. 22** 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce

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

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

NOVEMBER 15, 2022 FORTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, November 15, 2022, at 4:30 p.m. Board members present were De Witt, Taylor, Ung and Radig; Wright was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Radig second by De Witt to approve the agenda for November 15, 2022. Carried 4-0. Copy filed.

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

3. To approve minutes of the November 8, 2022, meeting. Copy filed.
4. To approve the claims totaling \$513,339.17. Copy filed.
5. To approve the reclassification of Steven Pickering, Civilian Jailer, County Sheriff Dept., effective 11-28-22, \$25.26/hour, 4%=\$.98/hour. Per CWA Civilian Officers Contract agreement, from Class 2 to Class 1.; the reclassification of Michael Trowbridge, P/T Youth Worker, Juvenile Detention Dept., effective 11-28-22, \$21.72/hour, 3.9%=\$.83/hour. Per AFSCME Juvenile Detention Contract agreement, Grade 1/Step 1 to Grade 1/Step2.; the end of probation of Richard Mogensen, Equipment Operator, Secondary Roads Dept., effective 11-28-22, \$26.92/hour, 3%=\$.81/hour. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.; and the appointment of Kari Kamradt, Civilian Jailer, County Sheriff Dept., effective 11-28-22, \$23.33/hour. Job Vacancy Posted 9-21-22. Entry Level Salary: \$23.33/hour. Copy filed.
6. To approve the property tax refund for Kellie Bock, parcel #47968666608, in the amount of \$125.00. Copy filed.
- 7a. To approve the lifting of tax suspension for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.
- 7b. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Donald Brown, 3227 22nd St., Sioux City, parcel #894723152014.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,515
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, Donald Brown, is the titleholder of property located at 3227 - 22nd St., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel #894723152014

CALLS PLATEAU TRI NE COR LOT 8 & LOTS 9 & 10

WHEREAS, Donald Brown is the titleholder of the aforementioned property have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code section 427.9, and

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby grants the request for a suspension of taxes, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this property.

SO RESOLVED this 15th day of November, 2022.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

Carried 4-0.

8. The Canvass was held for the General Election on November 8th, 2022.

It was reported by Steve Hofmeyer, Deputy Elections.

There were 31 provisional ballots of which 26 were accepted and added to the tally and 5 were rejected. There were 17 after-election ballots of which 3 were accepted and added to the tally and 14 were rejected.

United State Senator

Michael Franken, DEM	Received Ten Thousand Four Hundred and Nine (10,409) votes
Chuck Grassley, REP	Received Eighteen Thousand One Hundred and Sixty-One (18,161) votes
Scattering	Received Sixty-Six (66) votes
Total	Twenty-Eight Thousand Six Hundred and Thirty-Six (28,636) votes

United State Representative District 4

Ryan Melton, Dem	Received Nine Thousand Six Hundred and One (9,601) votes
Randy Feenstra, REP	Received Eighteen Thousand Two Hundred and Thirty-Four (18,234) votes
Bryan Jack Holder, LBC	Received Five Hundred and Thirty-Three (533) votes
Scattering	Received Sixty-One (61) votes
Total	Twenty-Eight Thousand Four Hundred and Twenty-Nine (28,429) votes

Governor and Lt. Governor

Diedre DeJear and Eric Van Lancker, DEM	Received Nine Thousand and Fifty-Three (9,053) votes
Kim Reynolds and Adam Gregg, REP	Received Eighteen Thousand Nine Hundred and Eighty-Two (18,982) votes
Rick Stewart and Marco Battaglia, LIB	Received Five Hundred and Ninety-One (591) votes
Scattering	Received Thirty (30) votes
Total	Twenty-Eight Thousand Six Hundred and Fifty-Six (28,656) votes

Secretary of State

Joel Miller, DEM	Received Nine Thousand Seven Hundred and Eighty (9,780) votes
Paul D. Pate, REP	Received Eighteen Thousand Four Hundred and Ninety-One (18,491) votes
Scattering	Received Twenty-Four (24) votes
Total	Twenty-Eight Thousand Two Hundred and Ninety-Five (28,295) votes

Auditor of State

Rob Sand, DEM	Received Twelve Thousand Two Hundred and Eighty (12,280) votes
Todd Halbur, REP	Received Fifteen Thousand Nine Hundred and Two (15,902) votes
Scattering	Received Thirty (30) votes
Total	Twenty-Eight Thousand Two Hundred and Twelve (28,212) votes

Treasurer of State

Michael L. Fitzgerald, DEM	Received Eleven Thousand Five Hundred and Eleven (11,511) votes
Roby Smith, REP	Received Sixteen Thousand Six Hundred and Fifty-Six (16,656) votes
Scattering	Received Twenty-Four (24) votes
Total	Twenty-Eight Thousand One Hundred and Ninety-One (28,191) votes
Secretary of Agriculture	
John Norwood, DEM	Received Nine Thousand Three Hundred and Thirty-Seven (9,337) votes
Mike Naig, REP	Received Eighteen Thousand Seven Hundred and Fifty-Four (18,754) votes
Scattering	Received Twenty-Four (24) votes
Total	Twenty-Eight Thousand One Hundred and Fifteen (28,115) votes
Attorney General	
Tom Miller, DEM	Received Eleven Thousand Nine Hundred and Fifty-Seven (11,957) votes
Brenna Bird, REP	Received Sixteen Thousand Two Hundred and Forty-Six (16,246) votes
Scattering	Received Twenty-Two (22) votes
Total	Twenty-Eight Thousand Two Hundred and Twenty-Five (28,225) votes
State Senator District 1	
Jackie Smith, DEM	Received Six Thousand Two Hundred and Fifty-Six (6,256) votes
Rocky De Witt, REP	Received Seven Thousand Seven Hundred (7,700) votes
Scattering	Received Thirty (30) votes
Total	Thirteen Thousand Nine Hundred and Eighty-Six (13,986) votes
State Senator District 7	
Kevin Alons, REP	Received Eleven Thousand Two Hundred and Eighteen (11,218) votes
Scattering	Received Two Hundred and Eighty-Nine (289) votes
Total	Eleven Thousand Five Hundred and Seven (11,507) votes
State Representative District 1	
J.D. Scholten, DEM	Received Three Thousand Five Hundred and Ninety-Three (3,593) votes
Scattering	Received Two Hundred and Sixty-Three (263) votes
Total	Three Thousand Eight Hundred and Fifty-Six (3,856) votes
Steve Hansen, DEM	Received Three Thousand Five Hundred and Ninety-Eight (3,598) votes
Robert Henderson, REP	Received Four Thousand Eight Hundred and Forty-Nine (4,849) votes
Scattering	Received Seven (7) votes
Total	Eight Thousand Four Hundred and Fifty-Four (8,454) votes
State Representative District 13	
Ken E. Carlson, REP	Received Three Thousand Two Hundred and Thirty-Two (3,232) votes
Amy Janowski, Lib	Received Five Hundred and Thirty-Seven (537) votes
Scattering	Received Ten (10) votes
Total	Three Thousand Seven Hundred and Seventy-Nine (3,779) votes

State Representative District 14

Jacob Bossman, REP	Received Seven Thousand Seven Hundred and Eighty-Two (7,782) votes
Scattering	Received Two Hundred and Twenty-Five (225) votes
Total	Eight Thousand and Seven (8,007) votes

Constitutional Amendment 1

Yes	Received Nineteen Thousand Nine Hundred and Forty-Six (19,946) votes
No	Received Six Thousand Nine Hundred and Five (6,905) votes
Total	Twenty-Six Thousand Eight Hundred and Fifty-One (26,851) votes

Supreme Court Justice – Matthew McDermott

Yes	Received Sixteen Thousand Three Hundred and Fifty-Three (16,353) votes
No	Received Five Thousand Nine Hundred and Twelve (5,92) votes
Total	Twenty-Two Thousand Two Hundred and Sixty-Five (22,265) votes

Supreme Court Justice – Dana L. Oxley

Yes	Received Fifteen Thousand and Nine (15,009) votes
No	Received Six Thousand Two Hundred and Eighty-Eight (6,288) votes
Total	Twenty-One Thousand Two Hundred and Ninety-Seven (21,297) votes

Court of Appeals Judge – Paul B. Ahlers

Yes	Received Fifteen Thousand Eight Hundred and Fifty-Nine (15,859) votes
No	Received Five Thousand Two Hundred and Sixty-Six (5,266) votes
Total	Twenty-One Thousand One Hundred and Twenty-Five (21,125) votes

Court of Appeals Judge – Gina Badding

Yes	Received Fourteen Thousand Nine Hundred and Eighty-Three (14,893) votes
No	Received Five Thousand Five Hundred and Twenty-One (5,521) votes
Total	Twenty Thousand Five Hundred and Four (20,504) votes

District 3B Judge – Steven Andreasen

Yes	Received Fifteen Thousand Nine Hundred and Four (15,904) votes
No	Received Four Thousand Nine Hundred and Fifteen (4,915) votes
Total	Twenty Thousand Eight Hundred and Nineteen (20,819) votes

District 3B Judge – James N. Daane

Yes	Received Fifteen Thousand Five Hundred and Ninety-Three (15,593) votes
No	Received Five Thousand One Hundred and Seven (5,107) votes
Total	Twenty Thousand Seven Hundred (20,700) votes

District 3B Judge – Jeffrey A. Neary

Yes	Received Fifteen Thousand Eight Hundred and Sixteen (15,816) votes
No	Received Five Thousand Three Hundred and Fifty-Four (5,354) votes
Total	Twenty-One Thousand One Hundred and Seventy (21,170) votes

District 3B Judge – Roger L. Sailer

Yes	Received Fifteen Thousand Three Hundred and Two (15,302) votes
No	Received Five Thousand and Fifty-One (5,051) votes
Total	Twenty Thousand Three Hundred and Fifty-Three (20,353) votes

District 3B Judge – Patrick H. Tott

Yes	Received Sixteen Thousand and Ninety-Six (16,096) votes
No	Received Four Thousand Nine Hundred and Eighteen (4,918) votes
Total	Twenty-one Thousand and Fourteen (21,014) votes

District 3B Associate Judge – Kristal L. Phillips

Yes	Received Sixteen Thousand Five Hundred and Forty-Nine (16,549) votes
No	Received Four Thousand Five Hundred and Eighty-Five (4,585) votes
Total	Twenty-One Thousand One Hundred and Thirty-Four (21,134) votes

County Board of Supervisors District 2

Jeremy Dumkrieger, DEM	Received Ten Thousand Five Hundred and Ten (10,510) votes
Daniel A. Bittinger II, REP	Received Seventeen Thousand Two Hundred and Sixty-Three (17,263) votes
Scattering	Received Thirty-Four (34) votes
Total	Twenty-Seven Thousand Eight Hundred and Seven (27,807) votes

We therefore declare:

Daniel A. Bittinger II to be duly elected for the office of County Board of Supervisors District 2 for the term of 4 years.

County Board of Supervisors District 4

Matthew A. Ung, REP	Received Twenty-One Thousand Three Hundred and Ten (21,310) votes
Scattering	Received Nine Hundred and Eight (908) votes
Total	Twenty-Two Thousand Two Hundred and Eighteen (22,218) votes

We therefore declare:

Matthew A Ung to be duly elected for the office of County Board of Supervisors District 4 for the term of 4 years.

County Treasurer

Tina M. Bertrand, REP	Received Twenty-One Thousand Eight Hundred and Twenty (21,820) votes
Scattering	Received Five Hundred and Ninety-two (592) votes
Total	Twenty-Two Thousand Four Hundred and Twelve (22,412) votes

We therefore declare:

Tina M. Bertrand to be duly elected for the office of County Treasurer for the term of 4 years.

County Attorney

Patrick PJ Jennings, DEM	Received Eleven Thousand Four Hundred and Forty-Eight (11,448) votes
James D. Loomis, REP	Received Sixteen Thousand Seven Hundred and Seventy (16,770) votes
Scattering	Received Twenty-Four (24) votes
Total	Twenty-Eight Thousand Two Hundred and Forty-Two (28,242) votes

We therefore declare:
James D. Loomis to be duly elected for the office of County Attorney for the term of 4 years.

Township Trustee Arlington Township

Pamela Clark	Received One Hundred and Two (102) votes
Scattering	Received Zero (0) votes
Total	One Hundred and Two (102) votes

We therefore declare:
Pamela Clark to be duly elected for the office of Township Trustee Arlington Township for the term of 4 years.

Township Clerk Arlington Township

Vicki Hulse	Received One Hundred and Three (103) votes
Scattering	Received Zero (0) votes
Total	One Hundred and Three (103) votes

We therefore declare:
Vicki Hulse to be duly elected for the office of Township Clerk Arlington Township for the term of 4 years.

Township Trustee Banner Township

Willard Brian McNaughton	Received One Hundred and Twenty-Two (122) votes
Scattering	Received Four (4) votes
Total	One Hundred and Twenty-Six (126) votes

We therefore declare:
Willard Brian McNaughton to be duly elected for the office of Township Trustee Banner Township for the term of 4 years.

Township Clerk Banner Township

Scattering	Received Four (4) votes
Beth Roberts	Received Four (4) votes
Total	Eight (8) votes

We therefore declare:
Beth Roberts to be duly elected for the office of Township Clerk Banner Township for the term of 4 years.

Township Trustee Concord Township

Karl Braun	Received Four Hundred and Fifty-Two (452) votes
Scattering	Received Three (3) votes
Total	Four Hundred and Fifty-Five (455) votes

We therefore declare:

Karl Braun to be duly elected for the office of Township Trustee Concord Township for the term of 4 years.

Township Clerk Concord Township

Nancy E. Flammang	Received Four Hundred and Sixty-Three (463) votes
Scattering	Received Seven (7) votes
Total	Four Hundred and Seventy (470) votes

We therefore declare:

Nancy E. Flammang to be duly elected for the office of Township Clerk Concord Township for the term of 4 years.

Township Trustee Floyd Township

Noel Plummer	Received Two Hundred and Forty-Four (244) votes
Scattering	Received One (1) votes
Total	Two Hundred and Forty-Five (245) votes

We therefore declare:

Noel Plummer to be duly elected for the office of Township Trustee Floyd Township for the term of 4 years.

Township Clerk Floyd Township

Scattering	Received Zero (0) votes
Robert Packard	Received One (1) votes
Anthony Thompson	Received One (1) votes
Lori Hinds	Received One (1) votes
Donald Wohlert	Received One (1) votes
Gary Walters	Received One (1) votes
Courtney Lahrs	Received One (1) votes
Norman Washburn	Received One (1) votes
Mike Moyer	Received One (1) votes
James Amick	Received One (1) votes
Katie Herrich	Received One (1) votes
Brad Harper	Received One (1) votes
Blank	Received One (1) votes
Total	Twelve (12) votes

We therefore declare:

Robert Packard to be duly elected for the office of Township Clerk Floyd Township for the term of 4 years.

Township Trustee Grange Township

Cody Williams	Received Eighty-Eight (88) votes
Scattering	Received Two (2) votes
Total	Ninety (90) votes

We therefore declare:

Cody Williams to be duly elected for the office of Township Trustee Grange Township for the term of 4 years.

Township Trustee To Fill Vacancy Grange Township

Scattering	Received Zero (0) votes
Joe Pieper	Received One (1) votes
Bryce Gerking	Received One (1) votes

Blank	Received Two (2) votes
Total	Four (4) votes

We therefore declare:
 Joe Pieper to be duly elected for the office of Township Trustee To Fill Vacancy Grange Township.

Township Clerk Grange Township

Scattering	Received Two (2) votes
Chad Brady	Received Two (2) votes
Total	Four (4) votes

We therefore declare:
 Chad Brady to be duly elected for the office of Township Clerk Grange Township for the term of 4 years.

Township Trustee Grant Township

Scattering	Received Three (3) votes
Derek Kolbaum	Received Two (2) votes
Total	Five (5) votes

We therefore declare:
 Derek Kolbaum to be duly elected for the office of Township Trustee Grant Township for the term of 4 years.

Township Trustee To Fill Vacancy Grant Township

Scattering	Received Zero (0) votes
Derek Killbaum	Received One (1) votes
Chase Benson	Received One (1) votes
Pat Matgun	Received One (1) votes
Betty Nelson	Received One (1) votes
Total	Four (4) votes

We therefore declare:
 Derek Kollbaum to be duly elected for the office of Township Trustee To Fill Vacancy Grant Township.
 Chase Benson to be duly elected for the office of Township Trustee To Fill Vacancy Grant Township.

Township Clerk Grant Township

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

Township Trustee Kedron Township

Ronald Cockburn	Received Eighty-Six (86) votes
Scattering	Received Zero (0) votes
Total	Eighty-Six (86) votes

We therefore declare:
 Ronald Cockburn to be duly elected for the office of Township Trustee Kedron Township for the term of 4 years.

Township Clerk Kedron Township

Bill O'Connell	Received Eighty-One (81) votes
Scattering	Received Zero (0) votes

Total Eighty-One (81) votes

We therefore declare:
Bill O'Connell to be duly elected for the office of Township Clerk Kedron Township for the term of 4 years.

Township Trustee Lakeport Township

Terry Small Received Seventy-Seven (77) votes
Scattering Received Zero (0) votes
Total Seventy-Seven (77) votes

We therefore declare:
Terry Small to be duly elected for the office of Township Trustee Lakeport Township for the term of 4 years.

Township Clerk Lakeport Township

Robert Gay Received Seventy-Six (76) votes
Scattering Received One (1) votes
Total Seventy-Seven (77) votes

We therefore declare:
Robert Gay to be duly elected for the office of Township Clerk Lakeport Township for the term of 4 years.

Township Trustee Liberty Township

Adam J. Lee Received Two Hundred and Thirty-Four (234) votes
Scattering Received One (1) votes
Total Two Hundred and Thirty-Five (235) votes

We therefore declare:
Adam J. Lee to be duly elected for the office of Township Trustee Liberty Township for the term of 4 years.

Township Clerk Liberty Township

Barbara Parker Received Two Hundred and Seven (207) votes
Scattering Received Eleven (11) votes
Total Two Hundred and Eighteen (218) votes

We therefore declare:
Barbara Parker to be duly elected for the office of Township Clerk Liberty Township for the term of 4 years.

Township Trustee Liston Township

Adam Cameron Received Seventy-Two (72) votes
Scattering Received Zero (0) votes
Total Seventy-Two (72) votes

We therefore declare:
Adam Cameron to be duly elected for the office of Township Trustee Liston Township for the term of 4 years.

Township Clerk Liston Township

Mary Ann Sohm Received Seventy-Three (73) votes
Scattering Received Zero (0) votes
Total Seventy-Three (73) votes

We therefore declare:

Mary Ann Sohm to be duly elected for the office of Township Clerk Liston Township for the term of 4 years.

Township Trustee Little Sioux Township

Scattering	Received One (1) votes
Dick Hallowell	Received Two (2) votes
Total	Three (3) votes

We therefore declare:

Dick Hallowell to be duly elected for the office of Township Trustee Little Sioux Township for the term of 4 years.

Township Trustee to Fill Vacancy Little Sioux Township

Scattering	Received Zero (0) votes
Scott Blakely	Received One (1) votes
Total	One (1) votes

We therefore declare:

Scott Blakely to be duly elected for the office of Township Trustee to Fill Vacancy Little Sioux Township.

Township Clerk Little Sioux Township

Scattering	Received Zero (0) votes
Paul Frahm	Received One (1) votes
Total	One (1) votes

We therefore declare:

Paul Frahm to be duly elected for the office of Township Clerk Little Sioux Township for the term of 4 years.

Township Trustee Miller Township

Scattering	Received Zero (1) votes
Brett Baldwin	Received Eight (8) votes
Doug Spies	Received One (1) votes
Paul Rosauer	Received One (1) votes
Barbara Ludwig	Received One (1) votes
Matt Mead	Received One (1) votes
Kyle Baldwin	Received One (1) votes
Bernard Ketelsen	Received One (1) votes
Blank	Received One (1) votes
Total	Fifteen (15) votes

We therefore declare:

Brett Baldwin to be duly elected for the office of Township Trustee Miller Township for the Term of 4 years.

Township Clerk Miller Township

Scattering	Received Zero (0) votes
Barbara Ludwig	Received Nine (9) votes
Mark Baldwin	Received One (1) votes
Andy Rosauer	Received One (1) votes
Matt Mead	Received One (1) votes
Colt Baldwin	Received One (1) votes
Bernard Ketelsen	Received One (1) votes

Total Fourteen (14) votes

We therefore declare:

Barbara Ludwig to be duly elected for the office of Township Clerk Miller Township for the term 4 years.

Township Trustee Morgan Township

Jason Hamann	Received Forty-Seven (47) votes
Scattering	Received One (1) votes
Total	Forty-Eight (48) votes

We therefore declare:

Jason Hamann to be duly elected for the office of Township Trustee Morgan Township for the term of 4 years.

Township Trustee To Fill Vacancy Morgan Township

Martin Davis	Received Forty-One (41) votes
Scattering	Received Three (3) votes
Total	Forty-Four (44) votes

We therefore declare:

Martin Davis to be duly elected for the office of Township Trustee To Fill Vacancy Morgan Township.

Township Clerk Morgan Township

Scattering	Received Two (2) votes
Lance Hamann	Received Four (4) votes
Total	Six (6) votes

We therefore declare:

Lance Hamann to be duly elected for the office of Township Clerk Morgan Township for the term of 4 years.

Township Trustee Menville Township

David W. Bennar	Received One Hundred and Fifty-Eight (158) votes
Scattering	Received Four (4) votes
Total	One Hundred and Sixty-Two (162) votes

We therefore declare:

David W. Bennar to be duly elected for the office of Township Trustee Menville Township for the term of 4 years.

Township Clerk Menville Township

Karen J. Bennar	Received One Hundred and Fifty-Eight (158) votes
Scattering	Received One (1) votes
Total	One Hundred and Fifty-Nine (159) votes

We therefore declare:

Karen J. Bennar to be duly elected for the office of Township Clerk Menville Township for the term of 4 years.

Township Trustee Oto Township

Scattering	Received Zero (0) votes
Joe Collins	Received One (1) votes
Dave Dorale	Received One (1) votes

Frank Weber	Received One (1) votes
Joseph L. O'Connell	Received One (1) votes
Cole Magnuson	Received One (1) votes
Blank	Received One (1) votes)
Total	Six (6) votes

We therefore declare:

Joseph L. O'Connell to be duly elected for the office of Township Trustee Oto Township for the term of 4 years.

Township Clerk Oto Township

Scattering	Received Zero (0) votes
Joseph O'Connell	Received One (1) votes
Dave Dorale	Received One (1) votes
Heath Cassins	Received One (1) votes
Blank	Received One (1) votes
Total	Four (4) votes

We therefor declare:

Health Cassins to be duly elected for the office of Township Clerk Oto Township for the term of 4 years.

Township Trustee Rock Township

Jason Meins	Received Eighty-Four (84) votes
Scattering	Received One (1) votes
Total	Eighty-Five (85) votes

We therefore declare:

Jason Meins to be duly elected for the office of Township Trustee Rock Township for the term of 4 years.

Township Clerk Rock Township

Kristen Meins	Received Eighty-Two (82) votes
Scattering	Received One (1) votes
Total	Eighty-Three (83) votes

We therefore declare:

Kristen Meins to be duly elected for the office of Township Clerk Rock Township for the term of 4 years.

Township Trustee Rutland Township

Charles Reinking	Received One Hundred and Nine (109) votes
Scattering	Received One (1) votes
Total	One Hundred and Ten (110) votes

We therefore declare:

Charles Reinking to be duly elected for the office of Township Trustee Rutland Township for the term of 4 years.

Township Clerk Rutland Township

Wayne Rieckmann	Received One Hundred and Six (106) votes
Scattering	Received Zero (0) votes
Total	One Hundred and Six (106) votes

We therefore declare:

Wayne Rieckmann to be duly elected for the office of Township Clerk Rutland Township for the term of 4 years.

Township Trustee Sloan Township

Todd Cople	Received Forty-Three (43) votes
Scattering	Received One (1) votes
Total	Forty-Four (44) votes

We therefore declare:

Todd Cople to be duly elected for the office of Township Trustee Sloan Township for the term of 4 years.

Township Clerk Sloan Township

Vicki Kron	Received Forty-Three (43) votes
Scattering	Received One (1) votes
Total	Forty-four (44) votes

We therefore declare:

Vicki Kron to be duly elected for the office of Township Clerk Sloan Township for the term of 4 years.

Township Trustee Union Township

Keith Goodwin	Received Eighty-Nine (89) votes
Scattering	Received Zero (0) votes
Total	Eighty-Nine (89) votes

We therefore declare:

Keith Goodwin to be duly elected for the office of Township Trustee Union Township for the term of 4 years.

Township Clerk Union Township

Andrew Linn	Received Ninety (90) votes
Scattering	Received Zero (0) votes
Total	Ninety (90) votes

We therefore declare:

Andrew Linn to be duly elected for the office of Township Clerk Union Township for the term of 4 years.

Township Trustee Westfork Township

Charles Holst	Received One Hundred and Seven (107) votes
Scattering	Received Zero (0) votes
Total	One Hundred and Seven (107) votes

We therefore declare:

Charles Holst to be duly elected for the office of Township Trustee Westfork Township for the term of 4 years.

Township Clerk Westfork Township

Michael Baird	Received One Hundred and Ten (110) votes
Scattering	Received Zero (0) votes
Total	One Hundred and Ten (110) votes

We therefore declare:

Michael Baird to be duly elected for the office of Township Clerk Westfork Township for the term of 4 years.

Township Trustee Willow Township

Sylvia Dietrich	Received Ninety-Seven (97) votes
Scattering	Received One (1) votes
Total	Ninety-Eight (98) votes

We therefore declare:

Sylvia Dietrich to be duly elected for the office of Township Trustee Willow Township for the term of 4 years.

Township Clerk Willow Township

David Folsom	Received Ninety-Seven (97) votes
Scattering	Received One (1) votes
Total	Ninety-Eight (98) votes

We therefore declare:

David Folsom to be duly elected for the office of Township Clerk Willow Township for the term of 4 years.

Township Trustee Wolfcreek Township

Roger L. Wilson	Received Seventy-Five (75) votes
Scattering	Received Two (2) votes
Total	Seventy-Seven (77) votes

We therefore declare:

Roger L. Wilson to be duly elected for the office of Township Trustee Wolfcreek Township for the term of 4 years.

Township Clerk Wolfcreek Township

Jeannie Krueger	Received Seventy-Four (74) votes
Scattering	Received Three (3) votes
Total	Seventy-Seven (77) votes

We therefore declare:

Jeannie Krueger to be duly elected for the office of Township Clerk Wolfcreek Township for the term of 4 years.

Township Trustee Woodbury Township

Jerry Holder	Received Two Hundred and Fifty-Five (255) votes
Alexcia Boggs	Received One Hundred and Eighty-One (181) votes
Scattering	Received Six (6) votes
Total	Four Hundred and Forty-Two (442) votes

We therefore declare:

Jerry Holder to be duly elected for the office of Township Trustee Woodbury Township for the term of 4 years.

Township Trustee To Fill Vacancy Woodbury Township

Corey A. Buss	Received Two Hundred and Seventy-Two (272) votes
Tina Kilpatrick	Received One Hundred and Ninety-Two (192) votes
Scattering	Received Six (6) votes
Total	Four Hundred and Seventy (470) votes

We therefore declare:

Corey A. Buss to be duly elected for the office of Township Trustee To Fill Vacancy Woodbury Township.

Township Clerk Woodbury Township

Brittni Benscoter	Received Four Hundred and Seventeen (417) votes
Scattering	Received Five (5) votes
Total	Four Hundred and Twenty-Two (422) votes

We therefore declare:

Brittni Benscoter to be duly elected for the office of Township Clerk Woodbury Township for the term of 4 years.

Soil and Water Conservation District Commissioner

John T. Nelson	Received Ten Thousand One Hundred and Eighty-Five (10,185) votes
Gary Walters	Received Ten Thousand Six Hundred and Thirty-Five (10,635) votes
Kelly Ingenthron	Received Eleven Thousand Four Hundred and Fifty-Four (11,454) votes
Scattering	Received Two Hundred and Twenty (220) votes
Total	Thirty-Two Thousand Four Hundred and Ninety-Four (32,494) votes

We therefore declare:

Gary Walters to be duly elected for the office of Soil and Water Conservation District Commissioner for the term of 4 years.

Kelly Ingenthron to be duly elected for the office of Soil and Water Conservation District Commissioner for the term of 4 years.

Soil and Water Conservation District Commissioner – To Fill Vacancy

Theodore Bromander	Received Nineteen Thousand One Hundred and Four (19,104) votes
Scattering	Received Two Hundred and Thirty-Nine (239) votes
Total	Nineteen Thousand Three Hundred and Forty-Three (19,343) votes

We therefore declare:

Theodore Bromander to be duly elected for the office of Soil and Water Conservation District Commissioner – To Fill Vacancy.

County Agricultural Extension Council Member

Jennifer Beeson	Received Eight Thousand and Twenty-Six (8,026) votes
Paul Boyle	Received Six Thousand Four Hundred and Eighty-Eight (6,488) votes
Lane Tabke	Received Four Thousand Nine Hundred and Fifty-Nine (4,959) votes
Ike Rayford	Received Four Thousand Six Hundred and Fifty-Four (4,654) votes
Carol P. Nelson	Received Six Thousand and Seventy-Four (6,074) votes
Tracy L. Kunkel	Received Six Thousand Three Hundred and Eighty-Four (6,384) votes
Benjamin Uhl	Received Nine Thousand and Eighty-Four (9,084) votes
Kevin Pottebaum	Received Eight Thousand Nine Hundred and Forty-Eight (8,948) votes
Deb Vohs	Received Five Thousand Five Hundred and Seventy-Two (5,572) votes
Sarah Beery	Received Five Thousand Two Hundred and Four (5,204) votes
Kerri A. Weaver	Received Six Thousand Five Hundred and Seventy-Two (6,572) votes
Kelley Locke	Received Five Thousand Eight Hundred and Fifty-Four (5,854) votes
Scattering	Received Two Hundred and Thirty-Eight (238) votes
Total	Seventy-Eight Thousand and Fifty-Seven (78,057) votes

We therefore declare:

Jennifer Beeson to be duly elected for the office of County Agricultural Extension Council Member for the term of 4 years.

Paul Boyle to be duly elected for the office of County Agricultural Extension Council Member for the term of 4 years.

Benjamin Uhl to be duly elected for the office of County Agricultural Extension Council Member for the term of 4 years.

Kevin Pottebaum to be duly elected for the office of County Agricultural Extension Council Member for the term of 4 years.

Kerri A. Weaver to be duly elected for the office of County Agricultural Extension Council Member for the term of 4 years.

Motion by Radig second by Taylor to receive for signatures the canvass of the General Election held on November 8th, 2022. Carried 4-0. Copy filed.

9. Motion by Radig second by Taylor to postpone action to approve the title/job description change and grade change for Lisa Robinson. Carried 4-0. Copy filed.

10a. A public hearing was held at 4:40 p.m. on the issuance of the conduit revenue bonds for Siouxland mental Health Center Project. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by De Witt to close the public hearing. Carried 4-0.

10b. Motion by Taylor second by Radig to approve and authorize the Chairperson to sign a Resolution relating to the holding of a public hearing and authorizing and providing for the issuance of not to exceed \$4,000,000 aggregate principal amount of mental health center revenue bonds (Siouxland Mental Health Center Project) in one or more series, for the purpose of lending the proceeds thereof to the borrower; the execution and delivery of a loan agreement, an indenture of trust, a bond placement agreement; the approval of a private placement request; the placement of the bonds; and the execution of other documents related thereto. Carried 4-0.

**RESOLUTION #13,516
RESOLUTION RELATING TO THE HOLDING OF A PUBLIC HEARING
AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO
EXCEED \$4,000,000 AGGREGATE PRINCIPAL AMOUNT OF MENTAL
HEALTH CENTER REVENUE BONDS (SIOUXLAND MENTAL HEALTH
CENTER PROJECT) IN ONE OR MORE SERIES, FOR THE PURPOSE OF
LENDING THE PROCEEDS THEREOF TO THE BORROWER; THE
EXECUTION AND DELIVERY OF A LOAN AGREEMENT; AN
INDENTURE OF TRUST, A BOND PLACEMENT AGREEMENT; THE
APPROVAL OF A PRIVATE PLACEMENT REQUEST; THE PLACEMENT
OF THE BONDS; AND THE EXECUTION OF OTHER DOCUMENTS
RELATED THERETO**

WHEREAS, the County of Woodbury, State of Iowa (the "Issuer"), is a county and political subdivision authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, 2022, as amended (the "Act"), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of the Code (a "Tax Exempt Organization"), to refund any bonds issued pursuant to the Act, and to retire any existing indebtedness on a facility for a Tax Exempt Organization; and

WHEREAS, Issuer has been requested by Siouxland Health Services, Inc. (the "Borrower"), a Tax Exempt Organization, to issue its Mental Health Center Revenue Bonds (Siouxland Mental Health Center Project), Series 2022 (the "Bonds"), in one or more series, in an aggregate principal amount not to exceed \$4,000,000 for the following purposes: (1) to finance all or a portion of the costs of acquiring, constructing, improving, equipping and furnishing

a mental health clinic facility (the "Project") to be located at 4265 Sergeant Road, Sioux City, Iowa 51106; and (2) to pay for certain costs of issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower pursuant to a Loan Agreement (the "Loan Agreement") pursuant to which loan payments will be made by the Borrower in amounts sufficient to pay the principal of and interest and premium, if any, on the Bonds, as and when the same shall be due; and

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

WHEREAS, pursuant to published notice of intention, this Board has conducted a public hearing, as required by Section 419.9 of the Act and Section 147(f) of the Code, and this Board deems it necessary and advisable to proceed with the issuance of the Bonds and the loan of the proceeds of the Bonds to the Borrower; and

WHEREAS, the Borrower has arranged for the placement of the Bonds by UMB Bank, n.a. (the "Placement Agent"), such placement to be made pursuant to one or more placement agreements (together the "Bond Placement Agreement") setting forth the original purchasers, the final maturities, interest rates and terms of the Bonds.

NOW, THEREFORE, IT IS RESOLVED by the Board of the Issuer, as follows:

Section 1. That, in order to finance a portion of the costs of the Project, and to pay a portion of the costs of issuance of the Bonds, the Bonds be and the same are hereby authorized and ordered to be issued pursuant to the Indenture of Trust (the "Indenture") by and between the Issuer and UMB Bank, n.a., a national banking association (the "Trustee"), in substantially the form as has been presented to and considered by this Board and containing substantially the terms and provisions set forth therein, and the forms, terms and provisions of the Bonds and the Indenture are hereby approved, with such changes therein as shall be approved by the officers of the Issuer executing the same, and with changes, modifications, additions and deletions thereto as may be made in connection with the placement of the Bonds, and the Chairperson and the County Auditor are hereby authorized and directed to execute and deliver the Indenture, and the Chairperson and the County Auditor are further authorized and directed to execute and deliver the Bonds as provided in the Indenture, including the use of facsimile signatures as therein provided. It is the intent hereof that the Bonds be issued in an aggregate principal amount not to exceed \$4,000,000. The Bonds shall bear interest at rates which result in a yield on the Bonds of each series of not to exceed 7.00% per annum and shall mature on the dates and in the amounts and shall be subject to mandatory sinking fund redemption on such dates and in such amounts as shall be finally determined by the Borrower and the Placement Agent. The execution and delivery of the Indenture by the Chairperson and the County Auditor shall constitute approval by this Board and the Issuer of the final terms and provisions of the Bonds, including the final principal amount thereof, the interest rates thereon, the dates and amounts of maturities thereof and the redemption provisions relating thereto.

Section 2. That the Issuer loan the proceeds of the Bonds to the Borrower for the purposes set out in the preamble hereof, such loan of the proceeds of the Bonds to be pursuant to the Loan Agreement by and between the Issuer and the Borrower, in substantially the form as has been presented to and considered by this Board and containing substantially the terms and provisions set forth therein, and the form, terms and provisions of the Loan Agreement are hereby approved, with such changes therein as shall be approved by the officers of the Issuer executing the same, and with changes, modifications, additions and deletions thereto as may be made in connection with the marketing of the Bonds, and the Chairperson and the County Auditor are hereby authorized and directed to execute and deliver the Loan Agreement.

Section 3. That the Chairperson and the County Auditor are authorized to execute and deliver the Bond Placement Agreement in substantially the form as submitted to and on file with the Issuer with such changes therein as determined at the time of the placement of the Bonds and agreed by the parties, all of which shall be deemed to be approved by the Issuer upon the execution and delivery thereof by the Chairperson and the County Auditor.

Section 4. That the use by the Placement Agent of a preliminary Private Placement Request and final Private Placement Request in connection with the placement of the Bonds in form approved by counsel to the Issuer is hereby approved.

Section 5. That it is hereby found, determined and declared that the Bonds will be special limited obligations of the Issuer. The principal of and interest and premium, if any, shall be payable solely and only from the revenues derived from the Loan Agreement and the debt obligations of the Borrower delivered pursuant thereto; and no part of the cost of financing the Project will be payable out of the general funds or other contributions of the Issuer (except the proceeds of the Bonds and any subsequent issues of bonds permitted under the Loan Agreement and the Indenture). The Bonds shall never constitute the debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers. No holder of the Bonds shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Bonds.

Section 6. That the Issuer hereby finds, determines and declares, pursuant to Section 419.5 of the Act, that based upon information provided by the Placement Agent and the Borrower, the amount necessary in each year to pay the principal of, premium, if any, and interest on the Bonds proposed to be issued is set forth in the Loan Agreement and the debt obligations of the Borrower delivered pursuant thereto as a formula which will insure that the Borrower is obligated to pay amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds and the payment of such amounts by the Borrower to the Trustee pursuant to the Loan Agreement is hereby authorized, approved and confirmed.

Section 7. That the Chairperson and County Auditor are hereby authorized and directed to execute and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bonds and the execution and delivery of the Loan Agreement, the Indenture and the Bond Placement Agreement, and to carry out the intent and purposes of this Resolution, including the preamble hereto; are hereby authorized and directed and the execution by the Chairperson and, if required, the County Auditor, of the Bonds, the Indenture, the Loan Agreement and the Bond Placement Agreement with the approval of the Issuer's counsel shall constitute conclusive evidence of their approval and this Board's approval thereof and of any and all changes, modifications, additions or deletions therein from the respective forms thereof now before this meeting.

Section 8. For the sole purpose of qualifying the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code, the Issuer designates the Bonds in an amount not to exceed \$4,000,000 (or such other amount so that together with the amount of any other tax-exempt obligations issued in calendar year 2022, such amount does not exceed \$10 million) as qualified tax-exempt obligations and represents that the reasonably anticipated amount of "tax-exempt obligations" (including the Bonds) which will be issued by the Issuer during the current calendar year 2022 will not exceed \$10 million. The foregoing designation may be modified by the Issuer's closing certificate delivered at the time of issuance of the Bonds.

Section 9. That the provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 10. All resolutions or parts thereof in conflict herewith are repealed, to the extent of such conflict.

Section 11. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved November 15, 2022.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

11. Motion by Taylor second by De Witt to approve applying fiscal year wage increases for wage plan salaried individuals to the biweekly amount for FY 24 and forward. Carried 4-0. Copy filed.

- 12. Motion by Taylor second by Ung to approve county contribution of \$600 from Gaming Funds to ISAC for the Soil Compaction Project. Carried 4-0. Copy filed.
- 13. Motion by De Witt second by Radig to approve the Amendment #2 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commissions. Carried 4-0. Copy filed.
- 14a. Bid letting was held for project #M-PCC(K45)—7X-97. The bids are as follows:

Godberson Smith Const., Ida Grove, IA	\$318,847.40
Bainbridge Const., Kingsley, IA	\$336,798.25
Steve Harris Cons., Homer, NE	\$434,582.98
- Motion by Radig second by De Witt to receive the bids for project #M-PCC(K45)—7X-97 and return them to the County Engineer for recommendation. Carried 4-0. Copy filed.
- 14b. Motion by Radig second by Taylor to award the bid for project #M-PCC9K45)—7X-97 to Godberson Smith Const. for \$318,847.40. Carried 4-0. Copy filed.
- 15. Reports on Committee Meetings were heard.
- 16. There were no citizen concerns.
- 17. Board concerns were heard.

The Board adjourned the regular meeting until November 22, 2022.

Meeting sign in sheet. Copy filed.

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: November 22, 2022

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	P/T Courthouse Safety & Security Officer	Wage Plan comparability with AFSCME Courthouse: \$18.22 - \$20.02/hour		

Chairman, Board of Supervisors

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

Date: 11/16/2022 Weekly Agenda Date: 11/22/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas HR Director

WORDING FOR AGENDA ITEM:

Approval of the service and business agreements with Innovative Business Consultants (IBC) to provide third party administration of Woodbury County's COBRA obligation

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County is moving to IBC to provide COBRA notices and undertake the responsibility of enrollment for eligible individuals.

BACKGROUND:

Woodbury County previously moved to a TPA to ensure compliance with our COBRA obligations. This agenda item is changing our current vendor to IBC.

FINANCIAL IMPACT:

Please see attached fees. IBC will be charging us on a per occurrence basis which will save us approximately \$1000 annually.

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 motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the agreements with IBC to become Woodbury County's COBRA administrator

COBRA Administrative Services Agreement

Recitals

This Agreement is entered into as of January 1, 2023, Woodbury County (Employer) and Innovative Business Consultants (TPA).

A. Employer has adopted and sponsors the Woodbury County (Plan), which is a group health plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and the Internal Revenue Code of 1986, as amended (the Code), for eligible employees of the Employer and their dependents.

B. The Plan is required to offer continuation of coverages to certain individuals pursuant to the provisions of §4980B of the Code and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as COBRA).

C. Employer is the Plan's Plan Administrator within the meaning of ERISA and the Code, and under COBRA, the Plan's Plan Administrator has the responsibility for the administration of COBRA as it applies to the Plan.

D. Employer desires to obtain, and TPA desires to provide, COBRA administrative services to assist the Employer in satisfying its COBRA administration responsibilities in the Employer's capacity as the Plan's Plan Administrator.

E. If TPA is considered a business associate under HIPAA with regard to the Plan, there is a separate agreement between the Plan and the TPA (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange.

In consideration of the mutual promises set forth in this Agreement, the Employer and TPA agree as follows.

Article I: Introduction

1.1 Agreement Effective Date and Term: This Agreement is effective January 1, 2023 ("Effective Date"). The initial term of the Agreement will be the initial 12-month period commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of 12 months unless this Agreement is terminated in accordance with the provisions of Section 7.4.

1.2 Scope of Services: Services to be provided under the Agreement are set forth in Article III. TPA will comply with the specifications and requirements established in the Agreement.

1.3 Definitions "2% COBRA Administration Fee" and "50% COBRA Administration Fee" mean the difference between the "applicable premium" within the meaning of COBRA and the premium amount the Plan may charge for Continuation Coverage (102% of the applicable premium or 150% of the applicable premium in the case of an extension based on the disability of a Qualified Beneficiary).

"Business Associate Contract" means the separate business associate agreement (within the meaning of HIPAA) between the Plan and TPA to document compliance with HIPAA's privacy, security, and electronic data interchange requirements.

"COBRA" means the group health plan continuation coverage provisions of section 4980B of the Code and Part 6, Subtitle B, Title I of ERISA.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Continuation Coverage" means the continued coverages under the Plan following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

"Continuation Coverage Period" means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified in COBRA.

"Employer" means Woodbury County

"ERISA" means the Employee Retirement Security Act of 1974, as amended, and the regulations thereunder.

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations thereunder.

"Litigation" means any litigation or other proceeding, including but not limited to any judicial or administrative proceeding, involving a dispute arising under COBRA or this Agreement, or an audit, investigation, or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer, the Plan Administrator, or the TPA.

"Plan" means Woodbury County Health Plan.

"Plan Administrator" means the Plan's administrator as defined in ERISA §3(16)(A). For the Plan, the "Plan Administrator" is the Employer.

"Protected Health Information" or "PHI" has the meaning assigned to such term under HIPAA.

"Qualified Beneficiary" means any individual specified in COBRA who is eligible to elect Continuation Coverage. In addition, solely to the extent the Employer elects on Exhibit B, "Qualified Beneficiary" also includes dependents of an employee whom the Employer treats as a "spouse" under the Plan (for example, domestic partners).

"Qualifying Event" means a qualifying event within the meaning of COBRA (generally, an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA).

"TPA" means Innovative Business Consultants.

Article II: Employer Obligations

2.1 Information to Be Furnished to TPA: During the term of this Agreement, Employer will furnish TPA with the information necessary to provide COBRA administrative services, including, but not limited to:

(a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination of employment), employee census information (including the coverage that the employee had at the time of the Qualifying Event), and dependent information for all dependents covered under the employee's Plan at the time of the Qualifying Event.

(b) Mailing addresses and any other information necessary to enable TPA to perform the administrative services under this Agreement.

(c) Information concerning any violations of COBRA known to Employer immediately upon acquiring such information.

(d) PHI will be subject to the privacy and security rules under HIPAA and the separate Business Associate Contract.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and TPA.

2.2 Premiums and Grace Periods: Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Employer will also establish the length of the grace period within which a Qualified Beneficiary may pay premiums for Continuation Coverage without the loss of such coverage.

2.3 Provision of Names of Those Authorized to Act: Employer will provide TPA with the names of individuals authorized to act for the Employer in connection with this Agreement.

2.4 Collection of Due and Unpaid Premiums: Employer will be solely responsible for collection of due and unpaid premiums owed by Qualified Beneficiaries to whom Continuation Coverage was provided and who did not remit premiums for such Continuation Coverage. All efforts to collect such amounts will be the sole responsibility of Employer.

2.5 Review of Carrier Reports: Employer shall be responsible for reconciling Carrier billing reports. Most Carriers restrict the ability to retroactively terminate COBRA coverage (even in cases of non-payment of premiums by COBRA Continuant). TPA shall not be liable for paying any loss or damage (including

premiums) to Employer with respect to any retroactive termination of COBRA coverage. TPA reserves all rights to decline to implement any retroactive changes in premiums rates requested by Employer, retroactive beyond (30) days.

Article III: TPA Responsibilities

3.1 TPA Services: TPA will do the following:

- (a) Determine whether a Qualifying Event has occurred.
- (b) Determine who is eligible to receive Continuation Coverage.
- (c) Determine when required COBRA notices must be furnished and provide all required COBRA notices to Qualified Beneficiaries. These include the election notice, notice of unavailability, and notice of termination within the meaning of COBRA.
- (d) If the Employer so elects on Exhibit B, mail a COBRA "general notice" to each covered employee and spouse who becomes covered by the Plan, upon the Employer's notice to TPA (which must include the name and address of each covered employee and covered spouse), within 14 days after the TPA receives the Employer's notice.
- (e) Receive all required COBRA notices from employees, spouses, dependents, and Qualified Beneficiaries.
- (f) Determine the date by when COBRA elections must be made and provide Qualified Beneficiaries all necessary election forms.
- (g) Receive and process duly executed COBRA election forms received from Qualified Beneficiaries.
- (h) Determine whether a COBRA Continuation Coverage election is valid.
- (i) Determine the duration of Continuation Coverage and whether an event has occurred that permits termination of Continuation Coverage before its maximum coverage period (including any required extension) expires.
- (j) Design, print, and send initial statements to Qualified Beneficiaries who have elected

Continuation Coverage stating the amount of the monthly premium for Continuation Coverage.

(k) Receive, process, and forward to the carrier amounts received as premiums from Qualified Beneficiaries for Continuation Coverage.

(l) If the Plan provides conversion rights, notify Qualified Beneficiaries within 90 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period.

(m) To the extent Employer elects on Exhibit B, distribute to Qualified Beneficiaries such non-COBRA documents as Employer provides TPA (for example, open enrollment materials, summary plan descriptions, summaries of material modifications, or summaries of benefits and coverage) on the date specified by the Employer, which must be at least 10 days after the day the Employer provides documents to TPA.

(n) If the premium paid for a Qualified Beneficiary's Continuation Coverage is less than the full current amount due, administer the partial payment consistent with COBRA and Treas. Reg. §54.4980B-8, Q/A-5(d).

(o) To the extent applicable, comply with the terms of the separate Business Associate Contract.

TPA is not responsible for any obligation of Employer under COBRA that arises from Employer's status as "plan sponsor" or "employer" within the meaning of ERISA.

3.2 Eligibility Reports to Carriers: TPA will establish, maintain, and update an eligibility report to all carriers identified by Employer to TPA, with a copy to Employer, if applicable.

3.3 Maintenance of Roster of Qualified Beneficiaries: TPA will establish, maintain, and update a roster containing the names of all participants who elect Continuation Coverage under the Plan and provide such roster to Employer.

3.4 Deposit of Premium Payment: Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, TPA will send payment to Employer. TPA will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to Employer or carriers at such times and in such manner as may be agreed upon by TPA and

Employer.

Article IV: Indemnification Provisions

4.1 Indemnification by TPA: TPA agrees to indemnify and hold harmless Employer from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of TPA in connection with the performance of services under this Agreement.

TPA will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer which was:

- (a) criminal or fraudulent.
- (b) an intentional disregard of Employer's obligation under this Agreement; or
- (c) grossly negligent.

Notwithstanding the foregoing, TPA will indemnify and hold Employer harmless to the extent TPA concurred in, instructed, directed, or caused such acts or omissions by Employer.

4.2 Survival of Provision: The provisions of this Article will survive the termination of this Agreement.

Article V: General Provisions

5.1 Employer's Exclusive Responsibility for Operation of Plan: For purposes of this Agreement, Employer has the sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. TPA is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in this Agreement.

5.2 TPA as Agent: TPA agrees to perform the services specified in Article III. It is expressly understood that TPA is hereby appointed solely as the agent of Employer and not as a fiduciary or Plan Administrator

of the Plan.

5.3 Liability for Benefits: The payment of benefits is the obligation of Employer. In the event that benefits become payable, even though a Qualified Beneficiary who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan) has not paid premiums for such coverage, TPA will have no liability for payment of such benefits.

5.4 Employment of Counsel and Resolution of Litigation: In the event of Litigation, Employer and TPA each:

- (a) Reserve the right to select and retain counsel to protect its interests.
- (b) Will notify the other Party concerning the existence of such Litigation promptly upon learning of such Litigation.
- (c) Will cooperate fully by providing the other Party with all relevant and unprivileged information and documents within its possession or control; and
- (d) Will reasonably assist the other Party in preparation for Litigation and in the defense of Litigation.

5.5 Amendment: Employer may at any time request additions, alterations, deductions, or deviations (hereinafter "Change") to the Services provided hereunder. No such Change will be made to the Services unless made pursuant to a written amendment mutually agreed upon by the parties.

5.6 Records

- (a) *Maintenance of Records.* TPA will maintain separate records with respect to the services specified herein for seven calendar years following any year in which it performs services hereunder or, if longer, such period as provided under ERISA or other applicable law.
- (b) *Inspection of Records.* TPA will permit Employer to inspect, examine, and copy records during normal business hours and upon reasonable notice from the Employer.
- (c) *Audit.* Upon not less than 14 days' notice to TPA, Employer, at Employer's expense, may conduct a thorough audit of TPA's records related to TPA's COBRA administration services under this Agreement. Employer may audit no more often than once in any 12-month period. Employer

may audit only records relating to transactions that occurred not more than 24 months before the date of Employer's notice to TPA.

5.7 Choice of Law: This Agreement and the obligations of Employer and TPA will be governed and construed in accordance with the laws of the State of Iowa.

5.8 Assignment: TPA may assign or transfer this Agreement and attachments, or amendments issued hereunder in connection with the sale of its assets, stock, or securities or in connection with any change of control.

Article VI: Service Fees

6.1 Initial Case Setup Fee: An initial case setup fee specified in Exhibit A, attached hereto and made a part hereof, will become payable to TPA at the time this Agreement is executed.

6.2 Service Fee: A service fee specified in Exhibit A will be paid by Employer to TPA. TPA reserves the right to increase or modify the service fee at any time upon 60 days' notice to Employer (subject to Employer's right in Section 7.4(a) to object to the increase or modification and terminate this Agreement). The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

6.3 Additional Fees: Charges for additional services requested by Employer not included in the Agreement will be agreed upon prior to the performance of such service by TPA.

6.4 When Fees Are Payable: TPA will transmit an invoice to Employer for service fees quarterly and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment of services due upon receipt of such invoice.

6.5 Late Penalty Fee: TPA reserves the right to charge a 1% late penalty fee compounded monthly on all past due accounts. In the event Employer fails to pay fees due TPA within 30 days of the invoice date, a late payment penalty will be assessed on the portion of the balance that is considered 31 days past due.

The Employer is obligated to pay such penalty in addition to payment for services rendered upon receipt of penalty notification.

6.6 COBRA Administration Fee: TPA will retain the 2% COBRA Administration Fee paid by the Qualified Beneficiary and the 50% COBRA Administration Fee (after the initial 18-month continuation period has expired) payable during a period of disability extension.

6.7 No Waiver: The Employer's or TPA's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

Article VII: Miscellaneous

7.1 Notices: All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated. TPA and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer and TPA, all notices, certificates, and communications to each of them will be addressed as follows:

To Employer:

Human Resource: Melissa Thomas
Woodbury County
620 Douglas Street Rm. 701
Sioux City, IA 51101

To TPA:

Innovative Business Consultants
412 Water Street
Sioux City, IA 51103

7.2 Severability: The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

7.3 Survival of Obligations: The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

7.4 Termination of Agreement

(a) This Agreement will terminate upon the first to occur of the following:

- (1) The expiration of 30 days after written notice has been given by Employer or TPA to the other that Employer or TPA has breached any material obligation under this Agreement.
- (2) The date specified in a written notice given by TPA to Employer of TPA's termination of this Agreement due to Employer's failure to remit to TPA charges for services.
- (3) The expiration of 90 days after written notice has been given by Employer or TPA to the other that either Employer or TPA desires to terminate this Agreement; and
- (4) The expiration of 30 days after written notice has been given by Employer to TPA that Employer objects to TPA's increase in or modification to the service fee, provided that Employer provides its notice to TPA within 30 days after Employer receives TPA's notice of the increase or modification under Section 6.2.

(b) In the event of termination of this Agreement, TPA will, unless Employer and TPA otherwise agree:

- (1) Complete the processing of all amounts received by TPA as premiums payable by those who have elected Continuation Coverage prior to the termination.
- (2) Release to Employer in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by TPA pursuant to this Agreement; and
- (3) Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer.

Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between the Employer and TPA.

(c) If TPA performs any services pursuant to this Agreement following its termination including but not limited to services described in this Section 7.4, TPA will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. TPA will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

7.5 Entire Agreement: This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations, whether oral or written. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Article VII, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and TPA.

IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Dated on this 22nd day of November, 2022

Woodbury County as Employer

Innovative Business Consultants as TPA

By:

By:

Title: Chairman, Board of Supervisors Title: _____

EXHIBIT A

COBRA Administration Services, as Described in Article VI

1.	Initial Case Setup Fee	\$250.00
2.	Annual Renewal Fee	\$100.00
3.	COBRA Election Per Month Fee	2% charged to the member
4.	Monthly Maintenance Fee	\$00.00
5.	Notification Letters (Cobra Specific Rights Letter and/or Open Enrollment Packet)	\$15.00/letter

EXHIBIT B

Employer Elections

Additional Qualified Beneficiaries

A "Qualified Beneficiary" means any individual specified in COBRA who is eligible to elect Continuation Coverage, except that the Employer may elect below also to include any dependent of an employee whom the Employer treats as a "spouse" under the Plan: *[Instruction: Check box if applicable]*.

___ "Qualified Beneficiary" includes a covered employee's covered domestic partner (as defined for purpose of eligibility as a dependent under the Plan), who shall be treated as if he or she were the employee's spouse within the meaning of COBRA.

General Notice

TPA has no obligation to provide the "general notice" under COBRA (a notice of COBRA rights and responsibilities provided to employees and spouses who become covered by a group health plan) except when the Employer elects below.

___ TPA provides the "general notice" under COBRA on the terms and subject to the conditions of this Agreement.

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

Date: 11/16/2022 Weekly Agenda Date: 11/22/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas HR Director

WORDING FOR AGENDA ITEM:

Approval of the renewal of Woodbury County's medical plan

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 paperwork for renewal of our medical plan is being submitted for signature.

BACKGROUND:

Renewal of the medical plan is an annual event (January 1). The attached paperwork lays out the rates and benefits for the upcoming calendar year.

FINANCIAL IMPACT:

This years administrative fees have increased approximately \$134,088 which is mainly attributed to an increase in stop loss 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:

Accept the renewal paperwork and provide the necessary signatures

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the renewal of Woodbury County's medical plan



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ACCOUNT INFORMATION AND BINDER AGREEMENT

<u>WOODBURY COUNTY</u>	<u>1/1/2023</u>	<u>00017570</u>	<u>0000XA117</u>
Account Legal Name	Effective Date	Account Key	Group Number

Physical Address

<u>WOODBURY COUNTY COURTHOUSE</u>	<u>620 DOUGLAS ST RM 701</u>	
Address Line 1	Address Line 2	
<u>SIoux CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

Billing Address (if different than physical address)

Alternate Location 3rd Party Billing Service *(If checked, account acknowledges the Wellmark Group Statement or premium invoice, delivered periodically to any third party service provider, can be viewed by account, by registering for electronic billing at Wellmark.com.)*

<u>WOODBURY COUNTY COURTHOUSE</u>	<u>620 DOUGLAS ST RM 701</u>	
Address Line 1	Address Line 2	
<u>SIoux CITY</u>	<u>IA</u>	<u>51101-1254</u>
City	State	Zip

Authorized Health Plan Representatives

An authorized health plan representative is an employee of the **Account** (not the Producer) who is authorized to request and receive the minimum necessary protected health plan information about the group health plan's members in order to perform their day-to-day job functions of administering benefits for participants of the plan. The following individual employees are authorized health plan representatives.

1/1/2023
Effective Date

Name	Title	Email	Phone
<u>Lisa Anderson</u>	<u>HR Secretary</u>	<u>LISAANDERSON@wo odburycountyiow a.gov</u>	<u>712-279-6480</u>

Authorized Health Plan Representatives (continued)

Name	Title	Email	Phone
Melissa Thomas	HR Director	melissathomas@w oodburycountyio wa.gov	712-234-2901
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Producer Designation

No Producer Designated

Account requests that Wellmark recognize the following individual and firm as the designated employee benefits and insurance producer.

Designation of Producer Effective Date _____

Primary Producer Name	Producer Firm Name	Producer Number
_____	_____	_____
Producer Firm Address 1	City	State
_____	_____	_____
Primary Contact Name	Email	Phone
_____	_____	_____

Authorization to Release Group Health Plan Information and Protected Health Information to Consultant

By signing below, the Employer hereby authorizes and directs Wellmark, Inc. to disclose to the above, designated Consultant certain group health plan information and Protected Health Information regarding participants in the employer-sponsored group health plan for the purpose of the Consultant's administration of the Employer's group health plan. The Employer authorizes Wellmark to disclose such information via secure online access through Wellmark's website, including the following website applications which contain information the Employer considers necessary to provide to the Consultant in order to conduct operations of the Employer's group health plan:

- Member Maintenance/Update Member Information
- Employer Reports
- Update Other Insurance Information/Coordination of Benefits
- Check Claims Status
- eBilling Services
- Eligibility Verification Benefits Information (EVBI)

Yes, I authorize my Consultant to access this information.

By signing below, the Employer authorizes Wellmark to provide the Consultant access to this information on an ongoing basis without further authorization. The Employer represents and agrees that 1) The Consultant is considered a Business Associate of the Employer, not Wellmark, Inc., 2) The information to be disclosed is considered confidential, 3) The Consultant has provided satisfactory assurance to the Employer that the Consultant will properly safeguard and not further disclose the information, 4) Wellmark shall not be liable or responsible for any misuse or wrongful disclosure of such information by the Employer or its Consultant, 5) The Employer agrees to indemnify and hold Wellmark harmless from and against any claim, cause of action, liability, damage, cost or expense, including attorney's fees and court or proceeding costs, arising out of, or in connection with, any misuse or wrongful disclosure of the information by the Employer, or its Consultant. The Employer acknowledges that the Consultant will be required to agree to Wellmark's website terms and conditions upon registering for access to such information.

Producer Designation (continued)

No, I do not authorize my Consultant to access this information.

Secondary Consultant

There is no secondary consultant on file. You may add one below.

Secondary Consultant Name	Email Address	Phone
_____	_____	_____

Authorization to Release Protected Health Information for Third-Party Explanation of Benefits

Not Applicable

General Account Information

Kayrin Vincent	00000011
Wellmark Account Manager	Rep ID#

August	July	WCX
Contact Month	Plan Year Month	Unique Alpha Prefix

Wellmark IS the Exclusive Carrier

Blues Enroll

Enrollment Method

Open Enrollment Period*

**Enrollment Period is the period in which employees can enroll within a plan or plans, and/or when written application materials are provided to employees, if sooner.*

The account will hold an open enrollment: YES NO

If YES, fill in open enrollment period dates:

11/01/2023	11/30/2023
Starting date	Ending date

Funding Arrangement

This self-funded account will be developing our own SBCs to distribute. *(If you modify or opt out of using the standard, Wellmark-provided SBCs, please be aware that Wellmark will not be able to retain or distribute your customized SBCs to your employees.)*

Self Funded	Wellmark	24/12
Funding Arrangement	Stop Loss Carrier	Stop Loss Terms/Lines of Business

Terminal Rider applies: YES NO *(If yes, Signed exhibit page attached.)*

General Account Information (continued)

Value Based Program elected : YES NO

Product

Health Pharmacy Dental

A group health plan may designate a state benchmark plan other than Iowa or South Dakota for purpose of determining compliance with essential health benefit (EHB) requirements.

Benchmark Exception for EHB? YES NO If yes, list State _____

Guarantees

Not Applicable

Health Care Management Services

Self Funded

See Attached Rate Exhibit

Representation of Grandfathered Status under the Affordable Care Act

Grandfathered status may be maintained if changes to benefits and/or employer contributions do not significantly increase member's cost share. Grandfathered status may be maintained if the employer contribution does not decrease more than 5 percentage points for any contract type (i.e. Single/Family) within a plan (per OBS#), as compared to 3/23/2010 contribution level. Decreasing the employer contribution to a "grandfathered" group plan by more than 5% below the contribution rate on 3/23/2010 will result in a loss of grandfathered status. This applies for any contract type within any benefit plan. Account agrees to provide Wellmark at least 60 days advance, written notice of any change in the employer contribution that exceeds 5%. Account represents to Wellmark that the information contained in the below chart, which will be used in determining grandfathered status, is accurate for each of the plans listed. If the account Partial Self Funds, the group also attests that the grandfathered status is accurate for each of the plans listed in regard to both benefits and contribution levels.

Yes No

Grandfathered Benefit Plan(s)	OBS #: Health Rx	Single Contract Contribution Level (or One person, if applicable)		Family Contract Contribution Level (or One person, if applicable)		Emp/Spouse Contract Contribution Level (or One person, if applicable)		Emp/Child(ren) Contract Contribution Level (or One person, if applicable)	
		Renewal or plan year:	3/23/2010	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10	Renewal or plan year:	3/23/10

COBRA

Not Applicable

This Large Group Account Information and Binder Agreement ("Binder Agreement") serves solely as evidence of Wellmark's agreement to provide the health insurance coverage or administrative services and to provide services for any applicable stop loss insurance coverage indicated above. The Account agrees to the terms and payment obligations stated herein and agrees to pay Wellmark the applicable rates, administrative fees, and/or stop loss premium stated in the attached documentation. Execution of the Binder Agreement by the Account authorizes Wellmark to implement the administration of this coverage including the processing and settlement of claims for members of the Account's group health plan incurred within the Rating Period stated in the attached Rating Exhibit. On or about the effective date of coverage, Wellmark shall issue and execute a definitive agreement which may be a Group Insurance Policy, Administrative Services Agreement and or Stop Loss Policy, depending on the nature of the group health plan. The definitive Agreement will set forth the rights and responsibilities of Wellmark and the Account. Account's payment to Wellmark of the applicable fees as of the effective date is evidence of Account's agreement to the terms specified in the definitive agreement.

Signatures on this Binder Agreement confirm that the Binder Agreement and the subsequent definitive agreement are issued for delivery in either Iowa or South Dakota, as applicable. Account understands and agrees that Wellmark defines a National Account as any company headquartered in Wellmark's service area of Iowa or South Dakota but which also has employees working at locations in other states whose claims are processed through the Blue Cross and Blue Shield Association's Blue Card program. If the Account is not headquartered in Wellmark's service area, coverage may be limited to employees associated with Account locations in Wellmark's service, and coverage will be void for any persons associated with Account locations outside Wellmark's Service Area unless express consent is obtained from the local Blue Cross or Blue Shield licensee.

Account acknowledges and agrees that it has reviewed and approved this Binder Agreement and all attachments. Account acknowledges Wellmark will rely on the information contained in this Binder Agreement, and all of the attachments hereto, including but not limited to the SBC Employer Data Form, Medicare Secondary Payer Addendum, Rate Exhibits, Health and Care Management rates, Online Benefit Summary (OBS), COBRA Agreements, representations of grandfathered status and any performance guarantee information. Account represents to Wellmark that the information contained herein is correct.

This Binder Agreement shall expire upon Wellmark's issuance and execution of the definitive agreement (either the Group Insurance Policy, or Administrative Services Agreement and Stop Loss Policy, if applicable), EXCEPT that any COBRA Agreements, Health and Care Management Programs/Services Rating Exhibit, will remain in effect and become a part of the definitive agreement. It is understood that the Wellmark may continue to rely on the designations of individuals and authorizations made herein until the Account withdraws such designations or authorizations or provides updated designations and authorizations. It is understood and agreed that the terms and conditions of the definitive agreement and benefits document(s) issued by Wellmark to the Account, and the terms and conditions of the definitive stop loss policy issued by stop loss carrier, if any, shall govern and control the terms stated in this Binder. Any inconsistency between this Binder Agreement, including attachments, and any subsequently issued definitive agreement(s) shall be construed in favor of the subsequently issued definitive agreement. This Binder Agreement shall be governed in accordance with Iowa Law.

ACCOUNT:

_____	Keith Radig
By (sign here)	Printed Name
Chairman, Board of Supervisors	11/22/2022
_____	_____
Title	Date

For Internal Use Only

_____	_____
XA Account	Renewal-No Benefit Change

Notes



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2023 to 12/31/2023

Current Benefit Offerings	Current Enrollment	Stop Loss Terms
OBS #189438-108 / 189438-110	14 Single	Contract: 72/12
Blue Access	23 Family	Monthly Aggregate Option: No
Deductible: \$250 / \$500		Payment Terms: Actual Weekly
Coinsurance: 10%		
OPM: \$750/\$1,250	37 Total	
Office Visit Copay: \$20		
BlueRx Value Plus		
Deductible: \$250/\$500		
Copay: \$6/\$25/\$50		
Coinsurance: 20%/20%/20%		

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$130.94	\$58,137
Aggregate Stop Loss	125%	\$4.86	\$2,158
Administrative Fees - Health	w/weekly settlement	\$44.67	\$19,833
Administrative Fees - PBM		\$1.10	\$488
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$181.57	\$80,617
Network Access Fee		\$9.47	\$4,205

	Single	Family	Annual Projection
Expected Claims	\$679.29	\$1,698.22	\$582,830
Admin, NAF & Stop Loss Fees	\$89.65	\$224.13	\$76,921
Estimated Suggested Rates*	\$768.94	\$1,922.35	\$659,751
Attachment Points	\$849.12	\$2,122.80	\$728,545
Admin, NAF & Stop Loss Fees	\$89.65	\$224.13	\$76,921
Estimated Max Liability to Fund*	\$938.77	\$2,346.93	\$805,466

*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: _____	Date: _____
---------------------------	-------------

Comments:



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2023 to 12/31/2023

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation and third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation or third-party liability cases initiated during the Rating Period, the subrogation/third-party liability recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation and third-party liability recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation or third-party liability recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2023 to 12/31/2023

Current Benefit Offerings

OBS #189438-107 / 189438-109

Alliance Select

Deductible: \$250 / \$500

Coinsurance: 10% / 20%

OPM: \$750/\$1,250

Office Visit Copay: \$20

BlueRx Complete

Deductible: \$250/\$500

Copay: \$6/\$25/\$50

Coinsurance: 20%/20%/20%

Current Enrollment

77 Single

256 Family

333 Total

Stop Loss Terms

Contract: 72/12

Monthly Aggregate Option: No

Payment Terms: Actual Weekly

	Level	Fee/Contract	Estimated Annual Premium Based on Current Enrollment
Individual Stop Loss	\$100,000	\$130.94	\$523,236
Aggregate Stop Loss	125%	\$4.86	\$19,421
Administrative Fees - Health	w/weekly settlement	\$44.67	\$178,501
Administrative Fees - PBM		\$1.10	\$4,396
Consultant Fee		\$0.00	\$0
Total Administrative Fees		\$181.57	\$725,554
Network Access Fee		\$9.47	\$37,842

	<u>Single</u>	<u>Family</u>	<u>Annual Projection</u>
Expected Claims	\$751.70	\$1,879.26	\$6,467,658
Admin, NAF & Stop Loss Fees	<u>\$89.65</u>	<u>\$224.12</u>	<u>\$771,333</u>
Estimated Suggested Rates*	\$841.35	\$2,103.38	\$7,238,991
Attachment Points	\$939.63	\$2,349.08	\$8,084,592
Admin, NAF & Stop Loss Fees	<u>\$89.65</u>	<u>\$224.12</u>	<u>\$771,333</u>
Estimated Max Liability to Fund*	\$1,029.28	\$2,573.20	\$8,855,925

*Actual results may vary. Also, rates provided include administrative costs based on the entire group population.
 Individual Stop Loss includes coverage for Health and Drug and is based on a lifetime maximum of unlimited.
 Aggregate Stop Loss includes coverage for Health and Drug. The maximum Aggregate reimbursement is unlimited.

Employer Signature: _____ Date: _____

Comments:



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Self Funded FINAL Renewal Rates

Group Name: Woodbury County

Account Key: 00017570

Renewal Period: 01/01/2023 to 12/31/2023

Consultant fee, if applicable, is an amount determined by the consultant and employer, and included here for the convenience of the employer to understand the total cost of services from Wellmark and the consultant. The consultant fee will be invoiced by Wellmark pursuant to agreement between Wellmark, Employer and Consultant.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(h). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(h). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(h). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

The subrogation and third-party liability recovery vendor(s) retain a service fee calculated as a percentage of the recovered amount after deductions for attorneys' fees and costs. For subrogation or third-party liability cases initiated during the Rating Period, the subrogation/third-party liability recovery vendor's service fee is 19.5% of the recovered amount. This fee is subject to change. The final recovered amount received from the vendor is credited to Account. Wellmark's agreement with the subrogation and third-party liability recovery vendor may from time to time allow for the application of no vendor service fees to amounts recovered during that period of time. Any subrogation or third-party liability recovery amount obtained by the vendor on behalf of the Account during that time period will be provided to Account without application of the vendor service fee.



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

PROFILE

Group Name: Woodbury County

Financial Arrangement: Self Funded

Account Key: 00017570

Renewal Period: 1/1/2023 to 12/31/2023

Current Benefit Offerings

OBS # 189438-107 / 189438-109

Alliance Select

Deductible \$250 / \$500

Coinsurance 10% / 20%

Out of Pocket Max \$750/\$1,250

OV Copay \$20

BlueRx Complete

Deductible \$250/\$500

Copay \$6/\$25/\$50

Coinsurance 20%/20%/20%

OBS # 189438-108 / 189438-110

Blue Access

Deductible \$250 / \$500

Coinsurance 10%

Out of Pocket Max \$750/\$1,250

OV Copay \$20

BlueRx Value Plus

Deductible \$250/\$500

Copay \$6/\$25/\$50

Coinsurance 20%/20%/20%

Current Enrollment

77 Single

256 Family

333 Total

14 Single

23 Family

37 Total

91 Total Single

279 Total Family

370 Grand Total

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

Date: 11/17/22 Weekly Agenda Date: 11/22/22

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Steve Hofmeyer

WORDING FOR AGENDA ITEM:

Correction to the Canvass of the 2022 General Election. Draw lots to determine the winner for the second vacancy for the Morgan Township Trustee.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Correction to the Canvass of the 2022 General Election. Draw lots to determine the winner for the second vacancy for the Morgan Township Trustee.

BACKGROUND:

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Correction to the Canvass of the 2022 General Election. Draw lots to determine the winner for the second vacancy for the Morgan Township Trustee.

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

Date: 11-17-2022 Weekly Agenda Date: 11-22-2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jim Fisher Mayor of Merville

WORDING FOR AGENDA ITEM:

Discuss and/or take action to hire a rural community multi city inspector.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

BACKGROUND:

There is a very serious need for a city inspector for small rural communities such as Merville, Pierson, Correctionville, etc. These communities are too small to hire a full time inspector to be on their staff. A part-time inspector means hiring a person who does inspecting in his spare time. It is very difficult if not impossible to get everything (inspecting, paperwork, court dates, etc.) done.

FINANCIAL IMPACT:

?

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Approved by Board of Supervisors April 5, 2016.



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

Date: 11/15/2022

Weekly Agenda Date: 11/22/2022

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler - Finance/Budget

WORDING FOR AGENDA ITEM:

Approval of reallocating ARPA funds and CIP funds regarding the 28th Street Paving and Fiber Optics projects

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

ARPA funds were obligated to the 28th Street project near the site of the new LEC project. The fiber optic allocation was \$134,493 and the water & sewer project was \$415,507. Due to complications involving the fiber optic project, I recommended moving the funding to the FY23 CIP projects in the amount of \$134,493 & add the additional costs for the paving project to the water & sewer portion of the 28th Street project ARPA funds. With the additional paving costs in the amount of \$28,940, the ARPA funding would be \$444,447.

BACKGROUND:

Empty box for background information.

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:

- a. Use ARPA funds to pay the water & sewer portion of the 28th Street Project in the amount of \$444,447.
- b. Add \$134,493 to the county CIP projects for FY23. This will free up this dollar amount to be used for other ARPA purposes at the discretion of the Board of Supervisors.

ACTION REQUIRED / PROPOSED MOTION:

- a. Motion by _____, second by _____, to add the additional 28th Street paving costs in the amount of \$28,940 to the ARPA funded water & sewer project with a new total of \$447,447.
- b. Motion by _____, second by _____, to move the funding of the fiber optic project involving the 28th Street Project from ARPA funding to the FY23 CIP projects in the amount of \$134,493.

AUTHORIZATION AND ISSUANCE
PROCEEDINGS

Sioux City, Iowa

November 22, 2022

The Board of Supervisors of Woodbury County, Iowa, met in regular session on the above date at ____ o'clock, p.m. in the Basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa. The meeting was called to order and there were present the Chairperson and the following named Board Members:

Present: _____

Absent: _____.

****Other Business****

MOTION TO APPROVE RESOLUTION

After due consideration and discussion, Supervisor _____ introduced the following resolution and moved its adoption, seconded by Supervisor _____. 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 motion duly carried and the resolution adopted as follows:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF NOT TO EXCEED \$2,100,000 AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS (SIOUXLAND REGIONAL TRANSIT SYSTEM PROJECT); THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT PROVIDING FOR THE REPAYMENT OF THE LOAN; THE SALE OF SAID BONDS; THE EXECUTION OF AN ASSIGNMENT AND PLEDGE AGREEMENT; AND THE EXECUTION OF OTHER DOCUMENTS RELATED THERETO

WHEREAS, Woodbury County, State of Iowa (the "Issuer"), is a county and political subdivision of the State of Iowa authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the "Act"), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of the Code (a "Tax Exempt Organization"), to refund any bonds issued pursuant to the Act, and to retire any existing indebtedness on a facility for a Tax Exempt Organization; and

WHEREAS, the Issuer has been requested by Siouxland Regional Transit System or an affiliate thereof (the "Borrower"), a Tax Exempt Organization, to issue revenue bonds or notes, in one or more series, in an aggregate principal amount not to exceed \$2,100,000 (the "Bonds"), pursuant to the Act, and to loan said amount to the Borrower for the purpose of (1) financing a portion of the cost of constructing, equipping and furnishing a bus operation facility (the "Project") to be located at 6401 Gordon Drive, Sioux City, Iowa, and (2) paying for certain costs of issuance of the Bonds; and

WHEREAS, the Issuer has determined that the amount necessary to defray all or a portion of the cost of the foregoing will require the issuance by the Issuer of the Bonds, pursuant to the provisions of the Act, and it is proposed that the Issuer loan the proceeds of the Bonds to the Borrower pursuant to a Loan Agreement between the Issuer and the Borrower pursuant to which loan payments will be made by the Borrower in amounts sufficient to pay the principal of and interest and premium, if any, on the Bonds, as and when the same shall be due; and

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

WHEREAS, pursuant to published notice of intention, this Board has previously conducted a public hearing thereon on August 2, 2022, as required by Section 419.9 of the Act and Section 147(f) of the Code, and this Board deems it necessary and advisable to proceed with the issuance of the Bonds and the loan of the proceeds of the Bonds to the Borrower; and

WHEREAS, the Borrower is negotiating with Security National Bank (or such other lender selected by the Borrower, the “Lender”) to purchase the Bonds;

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

Section 1. In order to finance the Project and pay costs of issuance associated thereto, the Bonds, in an aggregate principal amount not to exceed \$2,100,000, are hereby authorized and ordered to be issued by the Issuer in substantially the form as has been presented to and considered by this Board and containing substantially the terms and provisions set forth therein, the Bonds actually issued to be in an aggregate principal amount not to exceed \$2,100,000 and an initial interest rate which will produce an initial net interest cost of 4.89% per annum as may be determined by the Borrower and the Lender on or prior to the date of issuance and delivery of the Bonds. The execution and delivery of the Bonds by the Chairperson and County Auditor shall constitute approval thereof by the Issuer and the Chairperson and County Auditor are hereby authorized and directed to approve such amount and rates, within the foregoing limits by and on behalf of the Issuer.

Section 2. The Issuer shall loan to the Borrower the proceeds of the Bonds pursuant to the Loan Agreement in substantially the form as has been presented to and considered by this Board.

Section 3. Pursuant to an Assignment and Pledge Agreement (the “Pledge Agreement”) to be entered into between the Issuer and the Lender, the Issuer, among other things, will grant to the Lender a security interest in all of the Issuer's rights, title and interest in and to the Loan Agreement, including, but not limited to, the right to receive Loan Repayments (as defined in the Loan Agreement).

Section 4. The Bonds will be special limited obligations of the Issuer. The Bonds shall not be payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the Issuer be subject to any liability thereon. No holder of the Bonds shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Bonds or the interest thereon, nor to enforce payment thereof against any property of the Issuer. The Bonds shall not constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of said Issuer or a charge against its general credit or taxing powers. All costs and expenses incident to the issuance and sale of the Bonds, including but not limited to, accounting, legal, Bond Counsel and Issuer’s Counsel fees, printing fees and filing fees, shall be paid from Bond proceeds or directly by the Borrower.

Section 5. The Loan Agreement, the Pledge Agreement and the Bonds are hereby made a part of this Resolution as though fully set forth herein and are hereby approved in substantially the forms presented to the Board. The Chairperson and County Auditor are authorized and directed to execute, acknowledge, and deliver said documents on behalf of the Issuer with such changes, modifications, deletions or additions therein as the Borrower, the Lender and Bond Counsel may deem appropriate, such execution to be conclusive evidence of approval of such documents in accordance with the terms hereof.

Section 6. That the Issuer hereby finds, pursuant to Section 419.5 of the Act, that based upon information and representations of, provided by the Borrower in the Loan Agreement, the amount necessary in each year to pay the principal of, premium, if any, and interest on the Bonds proposed to be issued is set forth in the Loan Agreement and the debt obligations of the Borrower delivered pursuant thereto as a formula which will insure that the borrower is obligated to pay amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds and the payment of such amounts by the Borrower pursuant to the Loan Agreement is hereby authorized, approved and confirmed.

Section 7. The Chairperson and County Auditor are authorized and directed to execute and deliver all other agreements, certificates and documents which may be required under the terms of the Loan Agreement, Pledge Agreement, and the Bonds, or by Bond Counsel, and to take any other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.

Section 8. In order to qualify the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code, the Issuer hereby makes the following factual statements and representations:

(A) The Issuer hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(B) The reasonably anticipated amount of tax-exempt obligations (other than obligations described in clause (ii) of Section 265(b)(3)(c) of the Code) which will be issued by the Issuer (and all entities whose obligations will be aggregated with those of the Issuer) during this calendar year 2022 will not exceed \$10,000,000; and

(C) Not more than \$10,000,000 of obligations issued by the Issuer during this calendar year 2022 (including the Bonds) have been designated for purposes of Section 265(b)(3) of the Code.

Section 9. That the provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 10. All resolutions or parts thereof in conflict herewith are repealed, to the extent of such conflict.

Section 11. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved November 22, 2022.

Chairperson

Attest:

County Auditor

*** * * Other Business * * ***

On motion and vote, the meeting adjourned.

Levy Authority Summary

Local Government Name: WOODBURY COUNTY
 Local Government Number: 97

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
LIBERTY TWP/GROW WOODBURY	97026	5
MILLER TWP/PLATINUM GRAIN	97027	1

TIF Debt Outstanding: 784,198

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021:	148,289	0	Amount of 07-01-2021 Cash Balance Restricted for LMI
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TIF Revenue:	705,361
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	705,361

Rebate Expenditures:	0
Non-Rebate Expenditures:	643,826
Returned to County Treasurer:	69,452
Total Expenditures:	713,278

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022:	140,372	0	Amount of 06-30-2022 Cash Balance Restricted for LMI
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Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 0

Urban Renewal Area Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: LIBERTY TWP/GROW WOODBURY
 UR Area Number: 97026

UR Area Creation Date: 02/2013

UR Area Purpose: CF Industries expansions

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
LIBERTY TWP/SERGEANT BLUFF SCH/ GROW WOODBURY/ TIF- INCR	970243	970244	28,558,431
LIBERTY TWP/SGT BLUFF SCH/GROW WOODBURY - AMEND #1-INCR	970247	970248	216,126
LIBERTY TWP/WESTWOOD SCH/GROW WOODBURY - AMEND#1-INCR	970249	970250	476,182
LIBERTY TWP/WESTWOOD SCH/GROW WOODBURY - AMEND #2 - TIF INCR	970294	970295	9,827
LIBERTY TWP/SGT BLUFF LUTON/GROW SIOUXLAND AMENDMENT 3 INC	970316	970317	1,733,690

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,043,340	321,440	6,688,420	158,317,400	0	-3,704	166,366,896	0	166,366,896
Taxable	876,723	181,323	6,019,578	142,485,660	0	-3,704	149,559,580	0	149,559,580
Homestead Credits									3

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 148,289 **0** **Amount of 07-01-2021 Cash Balance Restricted for LMI**

TIF Revenue: 635,941
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 635,941

Rebate Expenditures: 0
 Non-Rebate Expenditures: 643,826
 Returned to County Treasurer: 0
Total Expenditures: 643,826

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: 140,404 **0** **Amount of 06-30-2022 Cash Balance Restricted for LMI**

Projects For LIBERTY TWP/GROW WOODBURY

CF Industries Expansions

Description:	Industrial Expansion
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For LIBERTY TWP/GROW WOODBURY

Attorney Fees

Debt/Obligation Type:	Other Debt
Principal:	54,544
Interest:	0
Total:	54,544
Annual Appropriation?:	No
Date Incurred:	11/02/2015
FY of Last Payment:	2035

AGP/Dogwood Trail/CF

Debt/Obligation Type:	Other Debt
Principal:	375,000
Interest:	15,750
Total:	390,750
Annual Appropriation?:	No
Date Incurred:	09/01/2016
FY of Last Payment:	2027

CF Special Project

Debt/Obligation Type:	Other Debt
Principal:	200,000
Interest:	0
Total:	200,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2016
FY of Last Payment:	2022

Non-Rebates For LIBERTY TWP/GROW WOODBURY

TIF Expenditure Amount: 45,570
Tied To Debt: Attorney Fees
Tied To Project: CF Industries Expansions

TIF Expenditure Amount: 0
Tied To Debt: Attorney Fees
Tied To Project: CF Industries Expansions

TIF Expenditure Amount: 398,256
Tied To Debt: AGP/Dogwood Trail/CF
Tied To Project: CF Industries Expansions

TIF Expenditure Amount: 200,000
Tied To Debt: CF Special Project
Tied To Project: CF Industries Expansions

TIF Taxing District Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: LIBERTY TWP/GROW WOODBURY (97026)
 TIF Taxing District Name: LIBERTY TWP/SERGEANT BLUFF SCH/ GROW WOODBURY/ TIF- INCR
 TIF Taxing District Inc. Number: 970244
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	02/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	273,580	0	0	121,779,160	0	0	122,052,740	0	122,052,740
Taxable	229,890	0	0	109,601,244	0	0	109,831,134	0	109,831,134
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	11,774,913	109,831,134	28,558,431	81,272,703	1,669,517

FY 2022 TIF Revenue Received: 586,652

TIF Taxing District Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: LIBERTY TWP/GROW WOODBURY (97026)
 TIF Taxing District Name: LIBERTY TWP/SGT BLUFF SCH/GROW WOODBURY - AMEND #1-INCR
 TIF Taxing District Inc. Number: 970248
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	12/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	47,150	0	66,260	916,490	0	0	1,029,900	0	1,029,900
Taxable	39,620	0	59,634	824,841	0	0	924,095	0	924,095
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	198,800	831,100	216,126	614,974	12,633

FY 2022 TIF Revenue Received: 4,438

TIF Taxing District Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: LIBERTY TWP/GROW WOODBURY (97026)
 TIF Taxing District Name: LIBERTY TWP/WESTWOOD SCH/GROW WOODBURY - AMEND#1-INCR
 TIF Taxing District Inc. Number: 970250
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2013

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	680,730	321,440	3,123,570	0	0	-3,704	4,122,036	0	4,122,036
Taxable	572,021	181,323	2,811,213	0	0	-3,704	3,560,853	0	3,560,853
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	2,294,360	1,831,380	476,182	1,355,198	25,755

FY 2022 TIF Revenue Received: 35,614

TIF Taxing District Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: LIBERTY TWP/GROW WOODBURY (97026)
 TIF Taxing District Name: LIBERTY TWP/WESTWOOD SCH/GROW WOODBURY - AMEND #2 - TIF INCR
 TIF Taxing District Inc. Number: 970295
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,498,590	16,305,680	0	0	19,804,270	0	19,804,270
Taxable	0	0	3,148,731	14,675,112	0	0	17,823,843	0	17,823,843
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	19,766,480	37,790	9,827	27,963	531

FY 2022 TIF Revenue Received: 9,050

TIF Taxing District Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: LIBERTY TWP/GROW WOODBURY (97026)
 TIF Taxing District Name: LIBERTY TWP/SGT BLUFF LUTON/GROW SIOUXLAND AMENDMENT 3 INC
 TIF Taxing District Inc. Number: 970317

TIF Taxing District Base Year:	2018	Slum	UR Designation	No
FY TIF Revenue First Received:		Blighted		No
Subject to a Statutory end date?	No	Economic Development		No

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	41,880	0	0	19,316,070	0	0	19,357,950	0	19,357,950
Taxable	35,192	0	0	17,384,463	0	0	17,419,655	0	17,419,655
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	12,690,530	6,667,420	1,733,690	4,933,730	101,349

FY 2022 TIF Revenue Received: 187

Urban Renewal Area Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: MILLER TWP/PLATINUM GRAIN
 UR Area Number: 97027

UR Area Creation Date: 05/2012

UR Area Purpose: The purpose of this TIF area is for tax increment rebates to Platinum Grain for the construction of a storage facility for grain

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
MILLER TWP/ANTHON-OTO SCH/PLATINUM GRAIN TIF - INCR	970245	970246	3,304,608

Urban Renewal Area Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	9,967,050	0	0	0	9,967,050	0	9,967,050
Taxable	0	0	8,970,345	0	0	0	8,970,345	0	8,970,345
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2021: 0 **Amount of 07-01-2021 Cash Balance Restricted for LMI** 0

TIF Revenue: 69,420
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 69,420

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 69,452
Total Expenditures: 69,452

TIF Sp. Rev. Fund Cash Balance as of 06-30-2022: -32 **Amount of 06-30-2022 Cash Balance Restricted for LMI** 0

Projects For MILLER TWP/PLATINUM GRAIN

Platinum Grain

Description:	Construction of grain storage
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For MILLER TWP/PLATINUM GRAIN

Platinum Grain

Debt/Obligation Type:	Rebates
Principal:	138,904
Interest:	0
Total:	138,904
Annual Appropriation?:	No
Date Incurred:	05/08/2012
FY of Last Payment:	2024

Rebates For MILLER TWP/PLATINUM GRAIN

2309 HWY 31 Anthon IA 51004

TIF Expenditure Amount:	0
Rebate Paid To:	Platinum Grain
Tied To Debt:	Platinum Grain
Tied To Project:	Platinum Grain
Projected Final FY of Rebate:	2024

TIF Taxing District Data Collection

Local Government Name: WOODBURY COUNTY (97)
 Urban Renewal Area: MILLER TWP/PLATINUM GRAIN (97027)
 TIF Taxing District Name: MILLER TWP/ANTHON-OTO SCH/PLATINUM GRAIN TIF - INCR
 TIF Taxing District Inc. Number: 970246
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2035

	UR Designation
Slum	No
Blighted	No
Economic Development	05/2012

TIF Taxing District Value by Class - 1/1/2020 for FY 2022

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	9,967,050	0	0	0	9,967,050	0	9,967,050
Taxable	0	0	8,970,345	0	0	0	8,970,345	0	8,970,345
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2022	44,000	8,970,345	3,304,608	5,665,737	113,800

FY 2022 TIF Revenue Received: 69,420