



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JUNE 16, 2015) (WEEK 25 OF 2015)

Agenda and Minutes also available at
www.woodburyiowa.com

Larry D. Clausen
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Jeremy J. Taylor
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 16, 2015 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, spell their name, and give 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 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.**
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| 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| 2. Citizen Concerns | Information |
| 3. Approval of the agenda (June 16, 2015) | Action |
| 4. Approval of the minutes of June 9, 2015 meeting | Action |
| 5. Discussion and approval of claims | Action |
| 6. Human Resources – Ed Gilliland | |
| a. Authorize Chairman to sign Authorization to Initiate Hiring Process | Action |
| b. City of Sioux City Blood Drive participation, discussion and action | Action |
| c. Approval of resolution thanking and commending William Tjeerdsma for service to Woodbury County | Action |
| d. Addition of Cyber Security Coverage to the liability coverage, Discussion and action | Action |
| e. Presentation of resolution thanking and commending Ronald Kerr for service to Woodbury County | Information |
| 7. Veteran Affairs – Danielle Dempster | |
| Consideration and approval for appointments to Woodbury County Commission Of Veteran Affairs | Action |

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| 8. | a. Approval of resolution thanking and commending years of service | Action |
| | b. Approval of resolution thanking and commending years of service | |
| 9. | Emergency Services – Gary Brown | |
| | a. Requesting authorization to purchase a mower | Action |
| | b. Requesting approval to accept bid for window project | Action |
| 10. | Building Services – Mike Headid | |
| | a. Requesting approval to purchase or replace Bush Hog mower for Prairie Hills tractor | Action |
| | b. Requesting approval to accept bid for asphalt project at Prairie Hills | Action |
| 11. | Board Administration – Dennis Butler | |
| | a. Discussion and action on McClure Engineering Co. final invoice for services received on the I-29 Corridor Reinvestment Program | Action |
| | b. Discussion and action on proceeding the TIF Financing for Project Port Neal Circle Road and CF Industries Entrance Road RISE Grant match | Action |
| 12. | County Auditor – Patrick Gill | |
| | Consideration of action to rescind previous Board action regarding set items On the agenda of regular Board meetings | Action |
| 13. | Planning/Zoning – John Pylelo | |
| | Jills Dream Addition re: Consideration and Referral of Final Platting to Zoning Commission for Public Hearing and Recommendation; GIS Parcel # <u>894608200002</u> | Action |
| 14. | Board of Supervisors – Jackie Smith | |
| | Discussion and action on procedures for sharing requested information with all County Supervisors | Action |
| 15. | Board of Supervisors – Jeremy Taylor | |
| | Approval of internal procedures for requesting services under McClure Engineering Contract and for administrating the contract | Action |
| 16. | Reports on committee meetings | Information |
| 17. | Citizen's Concerns | Information |
| 18. | Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, JUNE 16	4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Ave.
WEDNESDAY, JUNE 17	12:00 noon Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, JUNE 18	11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, JUNE 22	6:00 p.m. Zoning Commission Meeting, Board of Supervisors' Chambers 7:30 p.m. Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville, Iowa
TUESDAY, JUNE 23	1:30 p.m. Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
MONDAY, JULY 6	6:00 p.m. Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, JULY 7	4:00 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THURSDAY, JULY 2	5:00 p.m. Conservation Board Meeting, Little Sioux Park Heritage Shelter
WEDNESDAY, JULY 8	8:05 a.m. Woodbury County Information Communication Commission, Board of Supervisors' Chambers 6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill 8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, JULY 9	7:00 p.m. Siouxland Mental Health Center, Board Meeting, 625 Court Street 12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, JULY 14	10:00 a.m. Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, JULY 15	12:00 noon Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, JULY 16	11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
TUESDAY, JULY 21	4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Ave.

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.

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JUNE 09, 2015 — TWENTYFOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 9, 2015 at 4:30 p.m. Board members present were Clausen, Monson, Taylor, Smith, and Ung. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director, Jean Jessen, Deputy County auditor, and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.
2. There were no citizen concerns.

David Gleiser, Woodbury County Economic Development Director, announced that what Woodbury County was awarded a R.I.S.E. grant for the Port Neal Circle.
3. Motion by Taylor second by Ung to approve the Agenda for June 9, 2015. Carried 5-0. Copy filed.
4. Motion by Taylor second by Ung to approve the minutes of the June 2, 2015 Board meeting. Carried 5-0. Copy filed.
5. Motion by Clausen second by Ung to approve the county's claims totaling \$617,989.10. Carried 5-0. Copy filed.
- 6a. Motion by Ung second by Taylor to approve the transfer of Rocky DeWitt, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 6-10-15, \$16.43/hour. Transfer from Sheriff Reserve to P/T Courthouse Safety & Security Officer.; the reclassification of Brandy Menard, Case Manager, Social Services Dept., effective 6-27-15, \$21.44/hour, 6%=1.26/hr. Per Wage Plan Matrix, 3 year Salary Increase.; the separation of Michael Arndt, Intake Officer, Juvenile Detention Dept., effective 6-30-15. Retirement.; and the separation of Dewey Sloan, Asst. County Attorney, County Attorney Dept., effective 7-31-15. Retirement. Carried 5-0. Copy filed.
- 6b. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign and "Authorization to Initiate Hiring Process" for Maintenance Worker-Grounds Keeper (new position – Pay Grade 3), Building Services Dept., AFSCME Courthouse: \$14.96-\$16.43/hour and Asst. County Attorney, County Attorney Dept., AFSCME Asst. County Attorney: \$53,037-\$61,336/year. Carried 5-0. Copy filed.
- 6c. Motion by Smith second by Clausen to approve the De-Authorization of Custodian (de-authorize Custodian to authorize Maintenance Worker-Grounds Keeper position), Building Services Dept. Carried 5-0. Copy filed.
- 6d. Motion by Taylor second by Ung to approve the use of ADP to complete background checks for the County for new hires. Carried 5-0. Copy filed.
- 6e. Motion by Smith second by Taylor to postpone action to approve the addition of Cyber Security Coverage to the Liability Coverage. Carried 5-0. Copy filed.
- 6f. Motion by Clausen second by Taylor to approve and receive for signatures a Resolution thanking and commending Ronald Kerr for his years of service to Woodbury County. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION 12,204
A RESOLUTION THANKING AND COMMENDING
RONALD KERR
FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Ronald Kerr has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering countless hours in his service since 1993; and

WHEREAS, your service to the Woodbury County Commission of Veteran Affairs, has been characterized by your dedication to the best interests of Woodbury County Veterans and their dependents; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend Ronald Kerr for your years of service to Woodbury County; and

BE IT FURTHER RESOLVED, that it is the wish of all those signing below that the future hold only the best for this very deserving person, Ronald Kerr.

BE IT SO RESOLVED this 16th day of June, 2015.
 WOODBURY COUNTY BOARD OF SUPERVISORS
 Copy filed.

- 7a. Motion by Clausen second by Ung to approve appointment of Susan Matthais, 3386 Hancock Ave., Smithland, and Dale Peterson, 1932 Highway 20, Lawton, to the Library Board of Trustees. Carried 5-0. Copy filed.
- 7b. Motion by Smith second by Clausen to approve the appointment of Leon Koster, 3407 Pine Crest Ct., Sioux City, to the Veteran Affairs Commission. Carried 5-0. Copy filed.
- 7c. Motion by Clausen second by Ung to approve the appointment of Flora Lee, 1608 Cassleman, Sioux City, to the Civil Services Commission. Carried 5-0. Copy filed.
- 8. Motion by Ung second by Clausen to receive the appointment of Patrick Saunders, 426 E. Main St., Lawton, as Council Member for the City of Lawton, to fill the office previously held by William Wollesen, until the next regular election. The appointment was made on April 7, 2015. Carried 5-0. Copy filed.
- 9. Bid letting was held for black top repair for Prairie Hills. The bids are as follows:

Barkley Asphalt, Sioux City, IA	Portion A	\$6,344.00	Portion B	\$9,800.00
Frank's Asphalt Inc., Sioux City, IA	Portion A	\$9,370.00	Portion B	\$11,175.00
Knife River, Sioux City, IA	Portion A	\$15,787.15	Portion B	\$10,403.80

Motion by Clausen second by Ung to receive the bids and submit them to Building Services for review and recommendation. Carried 5-0. Copy filed.

- 10. Motion by Taylor second by Ung to approve RML Architects L.L.C. proposal for architectural services for Project #1515 for the exterior stairs and entrance of the Law enforcement Center. Carried 5-0. Copy filed.
- 11a. Motion by Smith second by Ung to accept the bid from and award the project to Knife River Corporation for HMA Resurfacing on County Route D-22 for \$997,421.34. Carried 5-0. Copy filed.
- 11b. Motion by Monson second by Taylor to approve the approved plans for project #L-B(N91)—73-97. Carried 5-0. Copy filed.
- 11c. Motion by Clausen second by Ung to approve the approved plans for project #FEMA 13—73-97. Carried 5-0. Copy filed.
- 12a. There was a discussion of reporting of fees for the McClure Engineering contract tied to economic development.
- 12b. There was a discussion of Baker Group timeline.
- 13. The Board of Supervisors Meeting was recessed for a Drainage District Meeting.

The Board of Supervisor's meeting was called back to order.
- 14. The Board reported on committee meetings they have attended.
- 15. There were no citizen's concerns.

16. Board concerns and comments.

The Board adjourned the regular meeting until June 16, 2015.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

#6a

Date: 6-11-15

Weekly Agenda Date: 6-16-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Authorization to Initiate Hiring Process

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Authorize Chairman to Sign Authorization to Initiate Hiring Process

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Authorize Chairman to Sign Authorization to Initiate Hiring Process.

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: June 16, 2015

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	District Foreman	Wage Plan: \$56,029- \$59,892/year		
	*Please see attached memo.			

Chairman, Board of Supervisors



Woodbury County Secondary Roads Department

759 E. Frontage Road • Merville, Iowa 51039

Telephone (712) 279-6484 • (712) 873-3215 • Fax (712) 873-3235

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

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

SECRETARY
Tish Brice
tbrice@sioux-city.org

To: Board of Supervisors
Human Resources Department

From: Mark Nahra, Woodbury County Engineer

Date: June 11, 2015

Subject: District 4 (Oto) Maintenance Foreman Position

Tom Handke, District 4 (Oto) Maintenance Foreman, is retiring effective June 19, 2015. I am requesting that the Board authorize the foreman position to be advertised for a new hire to allow me to replace Tom.

Since this is not a union position, there is no internal posting requirement and the position can be immediately advertised. Applicants from inside and outside our department can be considered for this position.

I am requesting that the starting salary range for the position be set between the probationary salary up to the three year step and that the salary be based on experience.

Thank you for your consideration.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD



Date: 6-11-15

Weekly Agenda Date: 6-16-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland, HR Director

SUBJECT: City of Sioux City Blood Drive Participation

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: City of Sioux City Blood Drive Participation, Discussion and Action.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to approve City of Sioux City Blood Drive Participation.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#6c

Date: 6-11-15

Weekly Agenda Date: 6-16-15

DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

SUBJECT: Resolution for Outstanding Citizen

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Approval of Resolution Thanking and Commending William Tjeerdsma for Service to Woodbury County.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Resolution for William Tjeerdsma.

WOODBURY COUNTY, IOWA



RESOLUTION NO

A RESOLUTION THANKING AND COMMENDING

William J. Tjeerdsma

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, William Tjeerdsma, age 20, has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering over 2,000 hours with hospitals and life-saving programs, following in the footsteps of his honorable father, the late Dr. Kenneth Tjeerdsma; and

WHEREAS, during and after overcoming extraordinary medical obstacles, having returned an extraordinary measure to the medical community, his service has been characterized by his dedication to the Lord and in the best interests of the citizens of Woodbury County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend William Tjeerdsma for your years of service to Woodbury County; and

BE IT FURTHER RESOLVED, that it is the wish of all those signing below that the future hold only the best for this very deserving person, William Tjeerdsma.

BE IT SO RESOLVED this 24th day of June, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Jeremy J. Taylor, Member

Matthew A. Ung, Member

Attest: Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#6d

Date: 6-11-15

Weekly Agenda Date: 6-16-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Addition of Cyber Security Coverage Discussion & Action

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: Addition of Cyber Security Coverage to the Liability Coverage, Discussion & Action

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT: \$7,500 per year

RECOMMENDATION:

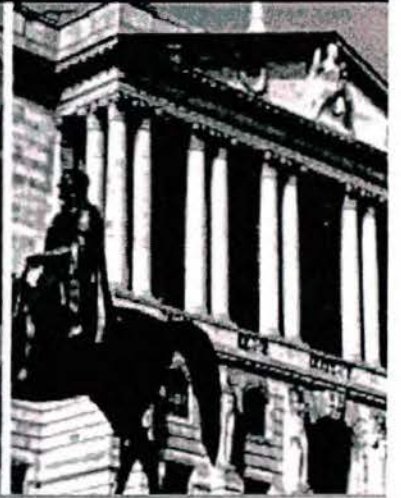
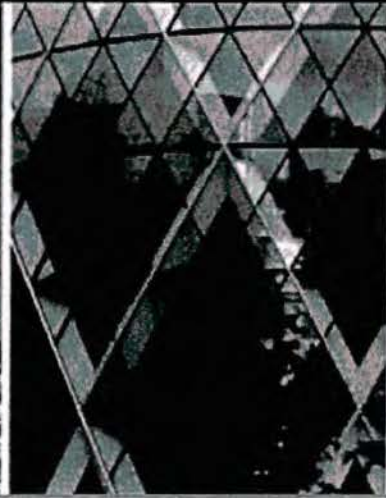
ACTION REQUIRED/PROPOSED MOTION: Motion to approve the addition of Cyber Security Coverage to the Liability Coverage.

Approved by Board of Supervisors March 3, 2015.



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

Cyber Insurance Quotation



Frequently Asked Questions

Do you have any questions about your insurance? The frequently asked questions below are here to help you make an informed decision.

What is Cyber Liability Insurance?

"Cyber" Liability is insurance coverage specifically designed to protect a business or organization from:

- Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private
- Liability claims alleging personal injury and/or intellectual property violations in a digital, online or social media environment
- Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc.
- Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and
- The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket (1st Party) expenses associated with the appropriate handling of the types of incidents listed above

The term "Cyber" implies coverage only for incidents that involve electronic hacking or online activities, when in fact this product is much broader, covering private data and communications in many different formats – paper, digital or otherwise.

What does Privacy Liability cover?

The Privacy Liability insuring agreement in our policy goes beyond providing liability protection for the Insured against the unauthorized release of Personally Identifiable Information (PII), Protected Health Information (PHI), and corporate confidential information like most popular "Data Breach" policies. Rather, our policy provides true "Privacy" protection in that the definition of **Privacy Breach** includes violations of a person's right to privacy, publicity, etc. Because information lost in every data breach may not fit State or Federal- specific definitions of PII or PHI, our policy broadens coverage to help fill these potentially costly gaps. This is a key provision that truly sets the AJG Micro policy apart from others.

What does Privacy Regulatory Claims Coverage cover?

The Privacy Regulatory Claims Coverage insuring agreement provides coverage for both legal defense and the resulting fines/penalties emanating from a regulatory claim made against the Insured, alleging a privacy breach or a violation of a Federal, State, local or foreign statute or regulation with respect to privacy regulations.

What does Security Breach Response Coverage cover?

This 1st Party coverage reimburses an Insured for costs incurred in the event of a security breach of personal, non-public information of their customers or employees. Examples include:

- The hiring of a public relations consultant to help avert or mitigate damage to the Insured's brand
- IT forensics, customer notification and 1st Party legal expenses to determine the Insured's obligations under applicable Privacy Regulations
- Credit monitoring expenses for affected customers

Our policy can extend coverage even in instances where there is no legal duty to notify if the Insured feels that doing so will mitigate potential brand damage (such voluntary notification requires prior written consent).

What does Security Liability cover?

The Security Liability insuring agreement provides coverage for the Insured for allegations of a "Security Wrongful Act", including:

- The inability of a third-party, who is authorized to do so, to gain access to the Insured's computer systems
- The failure to prevent unauthorized access to or use of a computer system, and/or the failure to prevent false communications such as "phishing" that results in corruption, deletion of or damage to electronic data, theft of data and denial of service attacks against websites or computer systems of a third party
- Protects against liability associated with the Insured's failure to prevent transmission of malicious code from their computer system to a third party's computer system

What does Multimedia Liability cover?

The Multimedia Liability insuring agreement provides broad coverage against allegations that include:

- Defamation, libel, slander, emotional distress, invasion of the right to privacy, copyright and other forms of intellectual property infringement (patent excluded) in the course of the Insured's communication of media content in electronic (website, social media, etc.) or non-electronic forms

Other "Cyber" insurance policies often limit this coverage to content posted to the Insured's website. Our policy extends what types of media are covered as well as the locations where this information resides.

What does Cyber Extortion cover?

The Cyber Extortion insuring agreement provides:

- Expense and payments to a harmful third party to avert potential damage threatened against the Insured such as the introduction of malicious code, system interruption, data corruption or destruction or dissemination of personal or confidential corporate information.

What does Business Income and Digital Asset Restoration cover?

The Business Income and Digital Asset Restoration insuring agreement provides for lost earnings and expenses incurred because of a security compromise that leads to the failure or disruption of a computer system, or, an authorized third-party's inability to access a computer system. Restoration costs to restore or recreate digital (not hardware) assets to their pre-loss state are provided for as well. What's more, the definition of **Computer System** is broadened to include not only systems under the Insured's direct control, but also systems under the control of a **Service Provider** with whom the Insured contracts to hold or process their digital assets.

What is "PCI-DSS Assessment" coverage?

The Payment Card Industry Data Security Standard (PCI-DSS) was established in 2006 through a collaboration of the major credit card brands as a means of bringing standardized security best practices for the secure processing of credit card transactions. There are six stated goals and 12 requirements that merchants and service providers must adhere to in order to be "PCI Compliant". The AJG Micro Cyber Policy can help offset the cost of damages and claim expenses that the Insured becomes legally obligated to pay for when there are violations of this agreement in the wake of a breach involving cardholder data.

How is this policy better than other options in the marketplace?

As with any insurance policy, what sets our coverage apart lies in the definitions and exclusions in the policy. The AJG Micro Cyber Policy offers broader definitions of critical terms such as Privacy Breach, Computer System, and Media Content. These definitions, along with the absence of some industry-standard exclusions and a drastically streamlined application process, make this policy more comprehensive and easier to access than the typical cyber policy available from traditional sources.

Isn't this already covered under most business insurance plans?

The short answer is "No". While liability coverage for data breach and privacy claims has been found in limited instances through General Liability, Commercial Crime and some D&O policies, these forms were not intended to respond to the modern threats posed in today's 24/7 information environment. Where coverage has been afforded in the past, carriers (and the ISO) are taking great measures to include exclusionary language in form updates that make clear their intentions of not covering these threats. Additionally, even if coverage can be found in rare instances through other policies, they lack the expert resources and critical 1st Party coverages that help mitigate the financial, operational and reputational damages a data breach can inflict on an organization.

Are businesses required to carry this coverage?

While there is presently no law that requires a business or organization to carry Cyber Liability, there is a national trend in business contracts for proof of this coverage. In addition, the SEC is encouraging disclosure of this coverage as a way of demonstrating sound information security risk management. Laws such as HIPAA-HITECH and Gramm-Leach-Bliley and state-specific data breach laws are continually driving demand as requirements for notification in the wake of a data breach become more expensive.

Do small businesses need this coverage?

The Symantec 2014 Internet Security Threat Report reports that small businesses accounted for 30% of targeted spear-phishing attacks in 2013. In 2012, Verizon reported that approximately 40% of all data breaches that year occurred among companies with fewer than 100 employees. Even more alarming is the fact that 60% of companies that have been a victim of cyber-attacks are out of business within six months. While breaches involving public corporations and government entities garner the vast majority of headlines, it is the small business that can be most at risk. With lower information security budgets, limited personnel and greater system vulnerabilities, small businesses are increasingly at risk for a data breach.

If e-commerce functions such as payment processing or data storage are outsourced, do I still need this coverage?

The responsibility to notify customers of a data breach or legal liabilities associated with protecting customer data, remain the responsibility of the Insured. Generally speaking, business relationships exist between Insureds and their customers, not their customers and the back-office vendors the Insured uses to assist them in their operations. Outsourcing business critical functions such as payment processing, data storage, website hosting, etc. can help insulate Insureds from risk, however, the contractual agreement wording between Insureds, their customers and the vendors with whom they do business will govern the extent to which liability is assigned in specific incidents.

What is the cost of not buying the coverage and self-insuring a data breach?

The Ponemon Institute, a well-known research firm, publishes an annual "Cost of a Data Breach" report. In partnership with IBM, the 2014 report indicated that the average cost paid for each lost or stolen record is \$201. These numbers are reflective of both the indirect expenses associated with a breach (time, effort and other organizational resources spent during the data breach resolution, customer churn, etc.), as well as direct expenses (customer notification, credit monitoring, forensics, hiring a law firm, etc.).

Because every breach is different, and the per-capita cost of a breach depends largely on the number of records compromised, it is helpful for small to mid-sized organizations to start with a lower number of \$65/record, (the average direct costs associated with a breach in the Ponemon study) – multiply this number by the estimated number of records containing PII, PHI or financial account information in the Insured's control. By engaging in this simple exercise, businesses quickly understand the financial value of implementing cyber insurance as a risk transfer vehicle. More information can be found at www.ponemon.org.

Who is the insurance carrier?

The AJG Micro Cyber Policy is written on an excess and surplus lines (non-admitted) basis on Lloyd's, London paper. The policy is secured equally through Barbican Consortium 9354, Brit Syndicate 2987 and Aegis Consortium 9937. The coverage has received AM Best's "A" (Excellent) rating and has the claims-paying stability of Lloyd's.

Are taxes and fees in addition to the stated premium shown in the quote?

Yes. The Insured will be responsible for paying state-specific surplus lines taxes and fees. These fees will be detailed specifically in the bill you receive from your broker. **The premium indicated in the quotation is not inclusive of these taxes and fees**, and the precise premium (inclusive of all taxes and fees) will be sent to you from your broker.

What is the claims-handling process?

Insureds have available a 24-hour data breach hotline to report incidents or even suspected incidents. Clyde & Co. is the designated legal firm in the US that has been contracted to triage initial notices in this regard. Your representative will receive notification of the incident as well. It is critical that you immediately report any and all incidents that you believe could give rise to a claim of any kind on this policy.



Lloyd's Certificate

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Tom Draper
The Walbrook Building
25 Walbrook
London
EC4N 8AW

US SURPLUS LINES NOTICE

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

SLC-3 (USA) NMA2868 (24/08/00) amended.
Form approved by Lloyd's Market Association

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the designee named in the schedule and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

Declaration Page

This policy has been issued in consideration of the information provided by the insured and documented in Statement of Fact number S-50006615/1.

SECURITY: Barbican Consortium 9354 33.34%
(BAR 1955 82.5% / ANV 1861 17.5%)
Brit Syndicate 2987 33.33%
Aegis Consortium 9937 33.33%
(AES 1225 55.00% / AUL 1274 18.75% / AUW 609 12.50% / CNP 4444
7.40% / CNP 958 1.85% / ARG 2121 4.50%)

CERTIFICATE NUMBER: Quotation Number RPS-Q-50006615/1

AUTHORITY REFERENCE NUMBER: B1262FI0655714

INSURED: Woodbury County

ADDRESS: 620 Douglas Street, Suite #701
Sioux City Iowa 51101

INSURED BUSINESS: Government

POLICY PERIOD: FROM: May 18, 2015
TO: May 18, 2016
Both Days at 12:01am at Local Standard Time at the address of Insured as shown above

LIMIT OF LIABILITY: A. \$1,000,000 - in the Each and Every Claim (including Claims Expenses)
B. \$1,000,000 - in the Aggregate (including Claims Expenses)
and sublimited as follows:

Coverage A - Privacy Liability (Including Employee Privacy)
\$1,000,000 in the aggregate including claims expenses Coverage

Coverage B - Privacy Regulatory Claims Coverage
\$1,000,000 in the aggregate including claims expenses

Coverage C - Security breach Response Coverage
\$1,000,000 in the aggregate including claims expenses

Coverage D - Security liability
\$1,000,000 in the aggregate including claims expenses

Coverage E - Multimedia Liability
\$1,000,000 in the aggregate including claims expenses

Coverage F - Cyber Extortion
\$1,000,000 in the aggregate including claims expenses

Coverage G - Business Income and Digital Asset Restoration
G1. \$1,000,000 in the aggregate including claims expenses
G2. \$1,000,000 in the aggregate including claims expenses

Coverage H - PCI DSS Assessment
\$100,000 in the aggregate including claims expenses

**RETENTION
(including claims expenses):**

Coverage A - Privacy Liability (Including Employee Privacy)
\$10,000 each claim

Coverage B - Privacy Regulatory Claims Coverage
\$10,000 each regulatory claim

Coverage C - Security breach Response Coverage
\$10,000 each security breach

Coverage D - Security liability
\$10,000 each claim

Coverage E - Multimedia Liability
\$10,000 each claim

Coverage F - Cyber Extortion
\$10,000 each claim

Coverage G - Business Income and Digital Asset Restoration
G1. \$10,000 each claim / 12 hrs waiting period
G2. \$10,000 each claim / 12 hrs waiting period

Coverage H - PCI DSS Assessment
\$10,000 each claim

PREMIUM:

\$7,439

Does not include applicable surplus lines taxes, fees and/or policy fee

TERRITORIAL LIMITS:

Worldwide

RETROACTIVE DATE:

05/18/2015

NOTICE OF CLAIM:

Clyde & Co. US LLP
101 Second Street, 24th Floor
San Francisco CA 94105
USA
joan.dambrosio@clydeco.us
24 Hour Security Breach Hotline: 1-855-217-5204

NOTICE OF ELECTION:

RPS Executive Lines
550 W. Van Buren
Suite 1200
Chicago, IL 60607
USA

SERVICE OF SUIT:

Risk Situated in California:
Eileen Ridley
FLWA Service Corp.
c/o Foley & Lardner LLP
555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States:
Mendes & Mount
750 Seventh Avenue, New York, NY 10019

CHOICE OF LAW:

New York

ENDORSEMENTS EFFECTIVE AT INCEPTION: NMA 45 Short Rate Cancellation Endorsement (USA)
NMA 1256 Nuclear Incident Exclusion
NMA 1477 Radioactive Contamination Exclusion
LSW 1001 Several Liability Clause
LSW 3001 Premium Payment Clause
LMA 3100 Sanction Limitation and Exclusion Clause

It is understood and agreed that any reference to 'Policy' in the attached wording shall be deemed to read 'Certificate'.

Dated: 18 May 2015



Authorised Signatory

This is not a valid policy
Quotation
Open 90 days

AJG Micro Cyber Wording

Edition: 1 July 2014

NOTICE: THIS POLICY IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANINGS. SEE THE DEFINITIONS FOR MORE INFORMATION. PLEASE READ THIS POLICY CAREFULLY.

POLICY FORM

In consideration of the payment of the premium and reliance upon the statements made by You in the **Application** and subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, it is agreed as follows:

I. COVERAGES

A. PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)

We shall pay on **Your** behalf **damages** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **privacy wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**, harming any third party or **employee**.

B. PRIVACY REGULATORY CLAIMS COVERAGE

We shall pay on **Your** behalf **regulatory fines**, **consumer redress funds** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a regulatory **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **privacy wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**.

C. SECURITY BREACH RESPONSE COVERAGE

We shall reimburse **Your Organization** for **Crisis Management Costs** and **Breach response costs** in excess of the applicable retention that **Your Organization** incurs in the event of a **security breach** with respect to personal, non-public information of **Your** customers or **employees**.

We will not make any payment under this Coverage unless the **security breach** first occurs on or after the **Retroactive Date** and before the end of the **policy period** and **You** first learn of the **security breach** within the **policy period** and report the **security breach** to **Us** as soon as practicable within the **policy period**.

D. SECURITY LIABILITY

We shall pay on **Your** behalf **damages** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **security wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**.

E. MULTIMEDIA LIABILITY

We shall pay on Your behalf **damages** and **claim expenses** that You become legally obligated to pay in excess of the applicable retention resulting from a **claim** first made against You and reported to Us during the **policy period** or **extended reporting period** arising out of a **multimedia wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**.

F. CYBER EXTORTION

We shall reimburse Your Organization for the **Cyber-extortion expenses** and **Cyber-extortion payments** that Your Organizations actually pays directly resulting from a **Cyber-extortion threat** that Your Organization first receives and reports to Us during the **Policy period**.

G. BUSINESS INCOME AND DIGITAL ASSET RESTORATION

1. We shall pay the **Business Income Loss** that Your Organization sustains during a **Period of Restoration** resulting directly from a **Network Disruption** that commences during the **Policy period**, but only if the duration of such **Period of Restoration** exceeds the waiting period set forth in the Policy and such **Network Disruption** results solely and directly from a **Security Compromise** that commenced on or after the **Retroactive Date**.
2. We shall reimburse Your Organization for the **Restoration Costs** that Your Organization incurs because of the alteration, destruction, damage or **Loss of Digital Assets** that commences during the **Policy period** resulting solely and directly from a **Security Compromise**, but only if such **Security Compromise** commenced on or after the **Retroactive Date**.

H. PCI DSS ASSESSMENT

We shall pay on Your behalf **damages** and **claim expenses** that You become legally obligated to pay in excess of the applicable retention resulting from a **PCI DSS Assessment** first made against You and reported to Us during the **policy period** or **extended reporting period** arising out of a **wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**.

II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

- A. We shall have the right and duty to defend, subject to the applicable **policy aggregate limit** and applicable **sublimits of liability**, exclusions and other terms and conditions of this Policy, any **claim** against You seeking **damages** which are payable under the terms of this Policy, even if any of the allegations of the **claim** are groundless, false, or fraudulent and We shall have the right to appoint defense counsel.

We agree that You may settle any **claim** where the **damages** and **claim expenses** do not exceed 50% of the Retention, provided the entire **claim** is resolved and You receive a full release from all claimants.

We shall have the right to make any investigation We deem necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.

The applicable **policy aggregate limit** and **sublimits of liability** available to pay **damages** and **losses** shall be reduced and may be completely **exhausted** by payment of **claim expenses**. **Damages, losses** and **claim expenses** shall be applied against the applicable retention You pay.

B. If **You** refuse to consent to a settlement or compromise **We** recommend and acceptable to the claimant and elect to contest the **claim**, then:

1. Subject to the applicable limit of liability, our liability for any **damages** and **claim expenses** shall not exceed:
 - a. the amount for which the **claim** could have been settled, plus the **claim expenses** incurred prior to the date of such refusal; and
 - b. fifty percent (50%) of the **damages** and **claim expenses** in excess of the amount in a. above incurred in such **Claim**; provided that **You** bear the remaining 50% of the **damages** and **claim expenses** in excess of the amount in a. above incurred in such **Claim** uninsured and at **Your** own risk; and
2. **We** shall have the right to withdraw from the further defense of such **Claim** by tendering control of the defense to **You**.

This clause shall not apply to any settlement where the total of the proposed settlement and incurred **claim expenses** do not exceed all applicable retentions.

C. **We** shall not be obligated to pay any **damages, losses** or **claim expenses**, or to undertake or continue defense of any **claim**, after the applicable **policy aggregate limit** or applicable **sublimits of liability** has been exhausted by payment of **damages, losses** and/or **claim expenses** or after deposit of the applicable limit of liability in a court of competent jurisdiction, and that upon such payment or deposit, **We** shall have the right to withdraw from the further defense thereof by tendering control of said defense to **You**.

III. TERRITORY

This insurance applies to claims made and acts, errors or omissions committed or alleged to have been committed anywhere in the world.

IV. EXCLUSIONS

The coverage under this Policy shall not apply to any **Damages, Claim expenses** or **Loss** incurred with respect to any **Claim**, or any **Crisis Management Costs, Breach response costs** or other amounts, arising out of or resulting, directly or indirectly, from:

- A. **Bodily injury or property damage;**
- B. **Your** employment practices or any alleged or actual discrimination against any person or entity on any basis, including without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation, or pregnancy;
- C. The failure, malfunction or inadequacy of any satellite; any electrical or mechanical failure and/or interruption, including but not limited to electrical disturbance, spike, brownout or blackout; or any outage to gas, water, telephone, cable, telecommunications or other infrastructure, unless such infrastructure is under **Your** operational control; however this exclusion shall not apply to any **Privacy Wrongful Act** that is caused by such electrical or mechanical failure or that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the Internet;
- D. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;

- E. Breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, provided, however, this exclusion shall not apply to:
1. any liability or obligation **You** would have in the absence of such contract or agreement;
 2. any breach of **Your** privacy statement; or
 3. any indemnity by **You** in a written contract or agreement with **Your** client regarding any **Privacy wrongful act** or **Security wrongful act** by **You** in failing to preserve the confidentiality or privacy of personal information of customers of **Your** client;
- F. Any of the following:
1. Any presence of pollutants or contamination of any kind;
 2. Any actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;
 3. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind; or
 4. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
 5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
 6. Actual, potential or alleged presence of mold, mildew or fungi of any kind;
 7. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 8. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment or that affects the value, marketability, condition or use of any property;
- G. Any of the following:
1. Purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or alleged or actual violation of any securities law, including but not limited to the provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, local or foreign laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law;
 2. Alleged or actual violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended, or any regulation promulgated thereunder, or any federal, state, local or foreign law similar to the foregoing statute, whether such law is statutory, regulatory or common law;
 3. Alleged or actual violation of the responsibilities, obligations or duties imposed upon fiduciaries by the **Employee Retirement Income Security Act of 1974**, as amended;
 4. Alleged or actual anti-trust violations, restraint of trade or unfair competition, including without limitation, violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, or any other federal, state, local, or foreign laws regulating the same or similar conduct; provided, however, this exclusion H.4 shall not apply to a **claim for a multimedia wrongful act or regulatory claim**;
- H. Any **Act of terrorism**; strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; including all amounts, **damages**, or **claim expenses** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above; however, if **We** allege that by reason of this exclusion any **Damages** or **Claim expenses** are not covered by this

Policy, the burden of proving the contrary shall be upon **You**. However this exclusion does not apply to acts perpetuated electronically.

- I. Any of the following:
 1. Any circumstance occurring, or act, error, or omission committed, prior to the inception date of this policy, or if this is a renewal to the first date of coverage granted by insurers, that **you** knew, or could have reasonably foreseen that such circumstance or **Wrongful Act** would be the basis of a **Claim**;
 2. Any **claim** or circumstance previously notified to a prior insurer that could reasonably be expected to be the type of **claim** or **loss** covered by this Policy; or
 3. Any circumstance occurring, or act, error, or omission committed prior to the **Retroactive date**;
- J. Any criminal, dishonest, intentional violation of the law, unfair or deceptive business practice, fraudulent or malicious act, error or omission committed by **You** with actual criminal, dishonest, fraudulent or malicious purpose or intent; provided, however, this exclusion shall not apply to:
 1. **claim expenses** incurred in defending any such **claim** until there is a final adjudication, judgment, binding arbitration decision or conviction against **You** in such **Claim** or an admission by **You** establishing such conduct, or a plea of nolo contendere or no contest by **You** regarding such conduct, in which event **You** shall reimburse **Us** for all claim expenses that **We** have paid and **We** shall have no further liability for **claim expenses** from such **Claim**; and
 2. any of **You** who did not personally commit or personally participate in committing or personally acquiesce in such conduct, except that the exclusion shall apply with respect to **Your Organization** if an admission, final adjudication, or finding in a proceeding separate or collateral to the **claim** establishes that a current principal, partner, director, or officer of **Your Organization** in fact engaged in such conduct;
- K. Any **claim** made by or on behalf of:
 1. any person or entity within the definition of **You** against any other Insured person or entity within the definition of **You** provided this exclusion shall not apply to an otherwise covered **Claim** under Coverage A made by a current or former **employee** of **Your Organization**; or
 2. Any entity which:
 - a. Is operated, managed, or controlled by **You** or in which **You** have an ownership interest in excess of 15% or in which **You** are an officer or director; or
 - b. Operates, controls, or manages **Your Organization**, or has an ownership interest of more than 15% in **Your Organization**;
- L. **Your** activities as a trustee, partner, officer, director, or **employee** of any **employee** trust, charitable organization, corporation, company or business other than **Your Organization**;
- M. Any alleged or actual infringement or violation of patent rights or misappropriation, theft, copying, display or publication of any trade secret by, or with active cooperation, participation, or assistance of, **You**, any of **Your** former **employees**, **subsidiaries**, directors, officers, partners, trustees, or any of **Your** successors or assignees; or
- N. Any trading losses or trading liabilities; the monetary value of any electronic fund transfers or transactions by or on behalf of **You** which is lost, diminished, or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount.

With respect to Insuring Coverage G only this Policy does not apply to any **Loss** arising out of, or resulting, directly or indirectly, from:

- O. Any costs of updating, upgrading or remediation of **Your Computer systems** or **Your Digital Assets**; provided, however, this exclusion shall not apply to **Restoration Costs** otherwise covered under Coverage G.2.;
- P. Any failure of:
1. Telephone lines;
 2. Data transmission lines or wireless communications connection; or
 3. Other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the internet, which are Used to transmit or receive voice or data communications and which are not under **Your** direct operational control or, if applicable, not under the direct operational control of **Your Service Provider**;
- Q. Any seizure, confiscation, nationalization, or destruction of, or damage to or **Loss of Use** of any digital asset or **Your Computer systems** by order of any governmental authority;
- R. Ordinary wear and tear, gradual deterioration of or failure to maintain **Digital Assets** or **Computer systems** on which **Digital Assets** are processed or stored, whether owned by **You** or others;
- S. The physical **Loss** of, damage to or destruction of tangible property, including the **Loss** of use thereof; provided, however, "tangible property" does not include **Digital Assets**, but does include all computer hardware;
- T. Any form of third party liability or other legal liability, including but not limited to, any lawsuits, claims or demands by any third party, employee, officer, director or partner;

V. DEFINITIONS

- A. **Act of terrorism** means:
1. any act certified an Act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 or otherwise declared an Act of terrorism by any government;
 2. any act committed by any person or group of persons designated by any government as a terrorist or terrorist group or any act committed by any person or group of persons acting on behalf of or in connection with any organization designated by any government as a terrorist organization; or
 3. the **Use** of force or violence and/or the threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.
- B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by **You** or on **Your** behalf to **Us** in connection with the underwriting of this Policy. All such applications, attachments, information and materials are deemed attached to and incorporated into this Policy.
- C. **Bodily injury** means injury to the body, sickness, or disease sustained by any person, and where resulting from such injuries, mental anguish, mental injury, shock, humiliation, emotional distress, loss of consortium, or death.
- D. **Breach response costs** means the following fees, costs, charges or expenses, if reasonable and necessary, that **You** incur in responding to a **security breach** during the period of twelve (12) months after **You** first learn of such **security breach**:

1. computer forensic professional fees and expenses to determine the cause and extent of such **security breach**;
2. costs to notify customers or **employees** affected or reasonably believed to be affected by such **security breach**, including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail;
3. legal fees and expenses to determine whether **You** are obligated under applicable **Privacy Regulations** to notify applicable regulatory agencies or customers or **employees** affected or reasonably believed to be affected by such **security breach**, effect compliance with any applicable **Privacy Regulations**, draft the text of privacy notifications to customers or **employees** affected or reasonably believed to be affected by such **security breach**, and coordinate the investigation of such **security breach**; or
4. **credit monitoring expenses**

Provided, however, **We** shall have no obligation to reimburse **You** for such **Breach response costs** unless:

- (a) **You** provide an opinion from legal counsel that **You** were obligated under applicable **Privacy Regulations** to notify applicable regulatory agencies or customers or **employees** affected or reasonably believed to be affected by such **security breach** of such **security breach**; or
- (b) **You** voluntarily incur with **Our** prior written consent such **Breach response costs** (including **credit monitoring expenses**), such as in a jurisdiction where **You** have no obligation to notify applicable regulatory agencies or customers or **employees** affected or reasonably believed to be affected by such **security breach** of such **security breach**.

Breach response costs do not include **Your** overhead expenses or any salaries, wages, fees, or benefits of **Your employees**.

E. **Business Income Loss** means:

1. Earnings **Loss**; and/or
2. Expenses **Loss**.

Business Income Loss does not include:

- 1) any contractual penalties;
- 2) any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any **Computer system** to a level beyond that which existed prior to a **Network Disruption**;
- 3) any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any **Computer system**; or
- 4) any legal costs or expenses or **Loss** arising out liability to any third party;
- 5) any **Loss** incurred as a result of unfavorable business conditions; or
- 6) any other consequential **Loss** or damage.

F. **Claim** means:

1. A written demand received by **You** for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against **You** seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction); or
3. Solely with respect to Coverage B., a **regulatory claim** made against **You**.
4. A **PCI DSS Assessment**

Multiple **claims** arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions shall be considered a single **claim** for the purposes of this policy.

irrespective of the number of claimants or **You** involved in the **claim**. All such **claims** shall be deemed to have been made at the time of the first such claim was made or deemed made under Section IX.A.

G. **Claim expenses** means:

1. reasonable and necessary fees charged in the defense or settlement of a **Claim** by an attorney whom **We** designate or whom **You** designate with our prior written consent, such consent not to be unreasonably withheld; and
2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, if incurred by **Us** or by **You** with **Our** prior written consent; however, **claim expenses** do not include **Your** overhead expenses or any salaries, wages, fees, or benefits of **Your employees** for any time spent in cooperating in the defense or investigation of any claim or circumstance that might lead to a **claim**.

H. **Computer system** means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic or wireless format, including computer programs, electronic data, operating systems, and components thereof, including but not limited to laptops, personal digital assistants, cellular phones, media storage and peripheral devices, media libraries, associated input and output devices, networking equipment, and electronic backup equipment. With respect to Insuring Coverage G only **Computer System** means a **Computer System**, over which **You** have direct operational control or that is under the direct operational control of a **Service Provider**, used to process, maintain or store **Your Digital Assets**.

I. **Consumer redress funds** means any sums of money **You** are legally required to deposit in a fund for the payment of consumer **claims** due to a settlement of, or an adverse judgment in, a **Regulatory Claim**.

J. **Credit monitoring expenses** means the reasonable and necessary expense of providing free credit report, identity theft protection services, credit monitoring services, credit freezes, healthcare fraud monitoring services, fraud alerts or call center services for customers affected or reasonably believed to be affected by a **security breach**; provided, however, **We** shall not be obligated to reimburse **You** for more than one (1) year of credit monitoring services or identity theft protection services for customers who are at least eighteen (18) years old unless there is a rule, regulation, court ruling, requirement by a regulator or statutory requirement requiring otherwise.

K. **Crisis Management Costs** means any reasonable and necessary fees and expenses **You** incur with **Our** prior written consent to employ a public relations consultant to avert or mitigate any material damage to any of **Your** brands due to a **newsworthy event** that has arisen due to a **security breach** or a **claim** or **regulatory claim** for a **privacy wrongful act**, regardless of whether the expenses are incurred prior or subsequent to any such **claim** or **regulatory claim** being made against **You**.

L. **Cyber-extortion threat** means a credible threat or connected series of threats made by someone other than a director, trustee or partner of **Your Organization**:

1. to introduce **Malicious Code** into **Your Computer system**;
2. to interrupt **Your Computer system** or interrupt access to **Your Computer system**, such as through a denial of service attack;
3. to corrupt, damage or destroy **Your Computer system**; or
4. to disseminate, divulge, or improperly utilize any personal or confidential corporate information residing on **Your Computer systems** taken as a result of a **Network Disruption**.

M. **Cyber-extortion payment** means any sum paid to or at the direction of any third party that **You** reasonably believe to be responsible for a **Cyber-extortion threat**; provided that:

1. **You** obtain **Our** written consent prior to making such **Cyber-extortion payment**;
2. **You** make such **Cyber-extortion payment** to terminate the **Cyber-extortion threat**; and

3. the **Cyber-extortion payment** does not exceed the amount **We** reasonably believe would have been incurred had such **Cyber-extortion payment** not been made.

N. **Cyber-extortion expenses** means the reasonable and necessary expenses **You** incur with Our approval in evaluating and responding to a **Cyber-extortion threat**. However, **Cyber-extortion expenses** do not include **Your** overhead expenses or any salaries, wages, fees, or benefits of **Your employees**.

O. **Damages** means:

1. Solely with respect to Coverages A, D and E, a monetary judgment, award or settlement, including:
 - a. Pre-judgment interest;
 - b. Post-judgment interest that accrues after entry of the judgment or award and before **We** have paid, offered to pay or deposited in court that part of the judgment or award within the applicable limit of liability; and
 - c. subject to this Policy's terms, conditions, and exclusions, punitive or exemplary **damages** (where insurable by the applicable law that most favors coverage for such **damages**); and
2. Solely with respect to Coverage B, **regulatory fines** and **Consumer redress funds**.
3. Solely with respect to Coverage H **PCI DSS Assessments**

Damages shall not include or mean:

1. **Your** future profits, restitution, or disgorgement of profits; or **Your** cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
2. **Your** return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
3. Fines or penalties of any nature, except **Regulatory fines, Consumer redress funds** and **PCI DSS Assessments** as identified above;
4. Any amount **You** are not financially or legally obligated to pay;
5. Multiple **damages**;
6. Any donations or contributions to any charitable organization; or
7. Matters that may be deemed uninsurable under the law pursuant to which this Policy may be construed.

P. **Denial of Service Attack** means inability of a third party to gain access to **Your Computer systems** through the Internet due to unauthorized attacks or deliberate overloading of bandwidth connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to the **Computer system** by third parties

Q. **Digital Assets** means any electronic data, including personally identifiable, non-public information, or computer software over which **You** have direct control or for which such control has been contractually assigned by **Your Organization** to a **Service Provider**. **Digital Assets** do not include computer hardware of any kind.

R. **Earnings Loss** means the difference between the revenue that **Your Organization** would have earned, based on reasonable projections and the variable costs that would have been incurred, but which **Your Organization** would have saved as a result of not earning that revenue.

S. **Employee** means any individual in **Your Organization's** service, including any part-time, seasonal, and temporary **employee**, who is compensated by salary, wages, fees or commissions and over whom **You** have the right to direct and control, but excluding any partner or director of **Your Organization**.

T. **Expenses Loss** means the additional expenses **Your Organization** incurred to minimize the suspension of business and to continue operations during the **Period of Restoration** that are over and above the cost that **Your Organization** reasonably and necessarily would have incurred to conduct **Your** business had no **Network Disruption** occurred. These additional expenses do not include any **Restoration Costs** or any actual, reasonable and necessary expenses **You** incur in response to a **Network Disruption** in order to prevent, minimize or mitigate any further damage to **Your Digital Assets**, minimize the duration of a **Network Disruption** or preserve critical evidence of any wrongdoing.

U. **Extended reporting period** means the period of time after the end of the **policy period** for reporting **claims** as provided in Section VIII. of this Policy.

V. **Intranet** means a private computer network inside a company or organization that Uses the same kinds of software found on the **Internet**, but only for internal Use.

W. **Internet** means the worldwide public network of computer networks which enables the transmission of electronic data between different Users, commonly referred to as the **internet**, including a private communications network existing within a shared or public network platform.

X. **Loss(es)** means:

1. **Business Income Loss;**
2. **Restoration Costs;** and
3. **Cyber-extortion payments and Cyber-extortion expenses.**

All **Losses** arising from the same or related underlying facts, circumstances, situations, transactions or events or related **Security Compromises** shall be deemed a single **Loss**.

Y. **Malicious code** means any unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the proceeding.

Z. **Media content** means data, digital code, images, graphics, sounds, text or any other similar material.

AA. **Multimedia wrongful act** means any of the following acts committed in the ordinary course of **Your Organization's** business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting or disclosing **Media content** via any **Computer system** that **You** own or operate or is operated on **Your** behalf by a third party, including any web-based social media authorized or operated by **Your Organization** or any **internet** or **intranet** website, or via any non-electronic media:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or publicity;
3. false arrest, detention or imprisonment or malicious prosecution;
4. infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
5. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
6. plagiarism, piracy or misappropriation of ideas; or
7. liability regarding any Media Content for which **You** are responsible;

provided always that any **Multimedia wrongful act** was committed or alleged to have been committed by **You**, or any person for whom or entity for which **You** are legally responsible, including an independent contractor or outsourcing organization.

BB. **Newsworthy event** means an event that has been caused by a **claim** or **security breach** within one of the coverages which **You** have purchased, that has been publicized through any media channel, including television, print media, radio or electronic networks, the **Internet**, and/or electronic mail.

CC. **Network Disruption** means any of the following events:

1. A detectable failure, interruption or degradation of the operation of **Your Computer system**; or
2. The denial, restriction or hindrance of access to or Use of **Your Computer system** or **Your Digital Assets** by any party who is otherwise authorized to have access.

More than one such event that results from the same or related underlying facts, circumstances, situations, transactions or **Security Compromises** shall be considered a single **Network Disruption** which commences on the date of the earliest of such events.

DD. **PCI DSS Assessment(s)** means a written demand received by **You** from **Your Acquiring Bank** or a card association (MasterCard, VISA, Discover, American Express or JCB) for a monetary assessment of a penalty or fine due to **Your** non-compliance with **PCI Data Security Standards**.

EE. **PCI Data Security Standards** (known as PCI DSS) means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data.

FF. **Period of Restoration** means the time period from the commencement of a **Network Disruption** to the earlier of:

1. the date that **Your Computer system** is, or with reasonable diligence could have been, restored to the condition and functionality that existed immediately prior to the **Network Disruption**; or
2. sixty (60) consecutive days after the termination of the **Network Disruption**.

GG. **Policy period** means the period of time from the effective date to the expiration date specified in the Policy, or any earlier cancellation date.

HH. **Privacy breach** means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of **Your** privacy statement, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain.

II. **Privacy Regulations** means any federal, state, local or foreign statute or regulation requiring **You** to limit or control the collection, use of, or access to, personally identifiable, non-public information in **Your** possession or under **Your** control, or obligating **You** to inform customers of the **unauthorized access** to or disclosure of such personally identifiable, non-public information, including the following statutes and regulations:

1. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), including Title II requiring protection of confidentiality and security of electronic protected health information, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), any rules and regulations promulgated thereunder as they currently exist and as amended, and any related state medical privacy laws as they currently exist and as amended;
2. The Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder as they currently exist and as amended;
3. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. 45(a), but solely with respect to alleged unfair or deceptive acts or practices in or affecting commerce;

4. Federal, state or local privacy protection regulations or laws, such as the California Database Protection Act of 2003 (previously called SB 1386), as they currently exist now or may be amended, associated with the control and Use of, or limiting **unauthorized access** to, personal information, including but not limited to requirements to post privacy policies, adopt specific privacy controls, or inform customers of breaches of security that has or may impact their personal information;
 5. Federal, state or local data breach regulations or laws, as they currently exist now or in the future, imposing liability for failure to take reasonable care to guard against **unauthorized access** to credit or debit account information that is in **Your** possession or under **Your** control;
 6. Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
 7. Federal and state consumer credit reporting laws, such as the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA);
 8. the Children's Online Privacy Protection Act of 1998; or
 9. Privacy protection regulations or laws adopted by countries outside of the United States, such as the EU Data Protection Directive and the Canadian Personal Information Protection and Electronic Documents Act, as they currently exist now or may be amended, associated with the collection, control and Use of, or limiting **unauthorized access** to, personal information.
- JJ. **Privacy wrongful act** means any **privacy breach** or breach of **Privacy Regulations** committed by **You** or by any person or entity for which **You** are legally responsible, including an independent contractor or outsourcing organization.
- KK. **Property damage** means physical injury to or destruction of any tangible property, including the loss thereof. Data is not considered tangible property.
- LL. **Regulatory claim** means:
1. any request for information, civil investigative demand or formal investigation of **You** by an administrative or regulatory agency or similar governmental body concerning a **Privacy breach** or possible breach of **Privacy regulations**; or
 2. any administrative adjudicative proceeding against **You** by an administrative or regulatory agency or similar governmental body for a breach of **Privacy regulations**.
- MM. **Regulatory fines** means fines, penalties, or sanctions awarded for a violation of any **privacy regulation**.
- NN. **Restoration Costs** means the actual, reasonable and necessary costs **You** incur to replace, restore, or re-create **Your Digital Assets** to the level or condition at which they existed prior to sustaining any **Loss**. If such **Digital Assets** cannot be replaced, restored or recreated, then **Restoration Costs** will be limited to the actual, reasonable and necessary costs **You** incur to reach this determination. **Restoration Costs** do not include:
1. any costs **You** incur to replace, restore or recreate any of **Your Digital Assets** that were not subject to regular network back-up procedures at the time of the **Loss**;
 2. any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve **Your Digital Assets** to a level beyond that which existed prior to sustaining any **Loss**;
 3. any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any **Computer system**; or
 4. the economic or market value of any **Digital Assets**, including trade secrets.
- OO. **Retroactive Date** means the date specified in the Policy.

PP. **Security breach** means:

1. the loss or disclosure of personal, non-public information of customers or **employees** in **Your** care, custody or control, including such information stored on paper or on a **Computer system** operated by **You** or on **Your** behalf; or
2. **Theft of data, unauthorized access** to or **unauthorized use** of personal, non-public information of customers or **employees** in **Your** care, custody or control, including such information stored on paper or on a **Computer system** operated by **You** or on **Your** behalf;

that results in or may result in the compromise of the privacy or confidentiality of such personal, non-public information.

More than one **security breach** arising from the same or a series of continuous, repeated or related acts, errors, or omissions shall be considered a single **security breach**, which shall be deemed to have first occurred at the time of the first such **security breach**.

QQ. **Security Compromise** means:

1. The **unauthorized access** or Use of **Your Computer system** or **Your Digital Assets**;
2. The unauthorized transmission of computer code into **Your Computer system** that causes **Loss** or damage to **Your Digital Assets**; or
3. A **Denial of Service Attack** on **Your Computer system** that causes **Loss** or damage to **Your Digital Assets**.

RR. **Security wrongful act** means any act, error, or omission committed by **You** or a person or entity for which **You** are legally responsible, including an independent contractor or outsourcing organization, in the conduct of **Computer systems** security and the protection of the security and confidentiality of **Your** customer records or information, that results in:

1. The inability of a third party, who is authorized to do so, to gain access to **Your Computer systems**;
2. The failure to prevent or hinder **unauthorized access** to or unauthorized Use of a **Computer system** operated by **You** or on **Your** behalf, the failure to prevent physical theft of hardware or firmware **You** control, the failure to prevent people or processes security failures, or the failure to prevent false communications designed to trick the User into surrendering personal information (such as "phishing", "pharming" or "vishing"), any of which results in:
 - a. The alteration, copying, corruption, destruction or deletion of, or damage to, electronic data on a **Computer system** operated by **You** or on **Your** behalf;
 - b. Unauthorized disclosure of commercial, personal or private information;
 - c. **Theft of data** (including identity theft); or
 - d. Denial of service attacks against **Internet** sites or **Computer systems** of a third party; or
3. The failure to prevent transmission of **malicious code** from a **Computer system** operated by **You** or on **Your** behalf to a third party's **Computer system**.

SS. **Service Provider** means any third party that is responsible for the processing, maintenance, protection or storage of **Your Digital Assets** pursuant to a written contract directly with **Your Organization**. A **Service Provider** does not include any provider of telecommunications services, including internet access, to **You**.

TT. **Subsidiary** means any corporation where more than 50% of the outstanding securities representing the present right to vote for the election of such corporation's directors are owned by the **Named Insured** directly or indirectly, if such corporation was so owned on the inception date of this Policy; or

1. becomes so owned after the inception date of this Policy, provided the revenues of the newly acquired corporation do not exceed 15% of **Your Organization's** annual revenues as set forth in its most recent audited financial statement; or
2. becomes so owned after the inception date of this Policy, provided that if the revenues of the newly acquired corporation exceed 15% of **Your Organization's** annual revenues as set forth in its most recent audited financial statement, the provisions of Section IX. G. **must** be fulfilled.

UU. **Theft of data** means the unauthorized taking, misuse or disclosure of information on **Computer systems**, including but not limited to charge, debit, or credit information, banking, financial and investment services account information, proprietary information, and personal, private or confidential information.

VV. **Unauthorized access** means the gaining of access to a **Computer system** by an unauthorized person or an authorized person in an unauthorized manner.

WW. **Unauthorized Use** means the Use of a **Computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

XX. **We, Us or Our** means the underwriters providing this insurance.

YY. **You or Your or Yours** means:

1. the entity named in the Policy ("**Named Insured**") and its **subsidiaries** (together "**Your Organization**");
2. Any present or future director, officer, or trustee of **Your Organization**, but only with respect to the performance of his or her duties as such on behalf of **Your Organization**;
3. Any present or future **employee** of **Your Organization** but only with respect to work done while acting within the scope of his or her employment and related to the conduct of **Your Organization's** business;
4. In the event that the **Named Insured** is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, or owner thereof, but only while acting within the scope of his or her duties as such;
5. Any person who previously qualified as You under 2, 3, or 4 above prior to the termination of the required relationship with **Your Organization**, but only with respect to the performance of his or her duties as such on behalf of **Your Organization**; and
6. The estate, heirs, executors, administrators, assigns and legal representatives of any of **You** in the event of **Your** death, incapacity, insolvency or bankruptcy, but only to the extent that **You** would otherwise be provided coverage under this insurance.
7. Any agent or independent contractor, including any distributor, licensee or sub-licensee, but only while acting on **Your** behalf, at **Your** direction, and under **Your** control
8. Any third party entity (including a HIPAA Covered Entity) required by contract to be named as an insured under this policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:
 - a) **you** contracted in writing to indemnify the third party for such a **claim** prior to it first being made against them; and
 - b) had the **claim** been made against **you**, then you would be entitled to indemnity under this Policy.

As a condition to **our** indemnification of any third party they shall prove to **our** satisfaction that the **claim** arose solely out of an act, error or omission committed by **you**; and Where a third party is indemnified as an additional Insured as a result, it is understood and agreed that any claim made by that third party against **you** shall be treated by **us** as if they were a third party, not an additional Insured.

VI. LIMITS OF LIABILITY

A. The amount indicated in the Policy as stated within the Limits of Liability (herein the "**policy aggregate limit**") is the most **We** will pay in the aggregate under this Policy, under all coverages combined, for:

1. all **damages**, including **regulatory fines**, **consumer redress funds** and all **claim expenses** from all **claims**;
2. all **Crisis Management Costs** and **Breach response costs** from all **security breaches**; and
3. all **Losses**

regardless of the number of acts, errors, or omissions, persons or entities covered by this Policy, claimants, **claims**, **losses** or **security breaches**, or Coverages triggered.

B. When purchased as indicated in the Policy as stated within the Limits of Liability:

1. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage A. is the most **We** will pay for all **damages** and **claim expenses** from each **Claim** arising out of a privacy act, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage A. for all **damages** and **claim expenses** from all such **Claims**;
2. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage B. is the most **We** will pay for all **regulatory fines**, **consumer redress funds** and **claim expenses** from each **Regulatory claim** arising out of a privacy act, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage B. for all **regulatory fines** and **claim expenses** from all such **Claims**;
3. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage C. is the most **We** will pay for all **Crisis Management Costs** and **Breach response costs** from each **Security breach**, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage C. for all **Crisis Management Costs** and **Breach response costs** from all **Security breaches**;
4. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage D. is the most **We** will pay for all **damages** and **claim expenses** from each **Claim** arising out of a security act, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage D. for all **damages** and **claim expenses** from all such **Claims**; and
5. the amount indicated as the Per **Claim**/Breach Sub-Limit of Liability applicable to Coverage E. is the most **We** will pay for all **damages** and **claim expenses** from each **Claim** arising out of a **multimedia wrongful act**, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage E. for all **damages** and **claim expenses** from all such **Claims**; and
6. the amount indicated as the Sub-Limit of Liability applicable to Coverage F. is the most **We** will pay for all **Cyber-extortion payments** and **Cyber-extortion expenses** from each **Cyber-extortion threat** and all **Cyber-extortion threats** in the aggregate
7. the amount indicated as the Sub-Limit of Liability applicable to Coverage G. is the most **We** will pay for all **Business Income Loss** and from each **Security Compromise** and all **Security Compromises** in the aggregate; **Restoration Costs** from each **Security Compromise** and all **Security Compromises** in the aggregate

such Per Claim/Breach/**Cyber-extortion threat**/**Security Compromise** Sub-Limits of Liability and Aggregate Sub-Limits of Liability being referred to herein as the "Sublimits of liability", each of which is part of, and not in addition to the, **policy aggregate limit**.

C. If any **claim** or any single **claim** is covered under more than one Coverage, the highest applicable **sublimit of liability** shall be the most **We** shall pay as to such **claim** or single **claim** and such **claim** or single **claim** shall be subject to the highest applicable retention.

VII. RETENTIONS

The retention for each Coverage is stated in the Policy. The applicable retention shall be first applied to **damages, claim expenses, losses, Crisis Management Costs and Breach response costs** covered by this Policy and **You** shall make direct payments within the retention to appropriate other parties designated by **Us**. **We** shall be liable only for the amounts in excess of the retention, not to exceed the applicable **Sublimit of liability or policy aggregate limit**.

With respect to Coverages A, B, D, E and G the retention shall be satisfied by **Your** payments of **damages and claim expenses** resulting from **claims** first made and reported to **Us** during the **policy period or extended reporting period**. One retention shall apply to each single **Claim or Loss** under such Coverages.

With respect to Coverage C and F, the retention shall be satisfied by **Your** payments of **Crisis Management Costs and Breach response costs** resulting from a **security breach** that occurred during the **policy period** and is reported by **You** to **Us** during the **policy period or extended reporting period**. One retention shall apply to each single **security breach** under such Coverage.

With respect to Coverage G., the applicable retention amount set forth in the Policy applies once the **Period of Restoration** resulting from a **Network Disruption** has exceeded the **Waiting Period** in hours set forth in the Policy; then the **Business Income Loss** applicable to the retention amount set forth in the Policy shall be computed as of the commencement of such **Network Disruption**.

At our sole and absolute discretion, **We** may pay all or part of the applicable retention, in which case **You** agree to repay **Us** immediately after **We** notify **You** of the payment. The applicable retention shall first be applied to any **Loss** covered by this policy that is paid by **Us**, or by **You** with our prior written consent.

VIII. EXTENDED REPORTING PERIOD

- A. **Basic Extended reporting period:** In the event of cancellation or non-renewal of this Policy by **You** or **Us**, an **Extended reporting period** of sixty(60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such **extended reporting period** shall cover **claims** first made and reported to **Us** during such thirty (30) day **extended reporting period** but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of this Policy. No **claim** in such sixty (60) day **extended reported period** shall be covered under this Policy if **You** are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.
- B. **Optional Extended reporting period:** In the event of cancellation or non-renewal of this policy by **You** or **Us**, **You** shall have the right, upon payment in full and not proportionally or otherwise in part, of 100% of the annual premium shown in the Policy, to have issued an endorsement providing a twelve (12) month optional **extended reporting period** from the cancellation or non-renewal date.
1. Such optional **extended reporting period** shall cover **claims** made and reported to **Us** during this optional **extended reporting period**, but only in respect of any **claim** arising out of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of the Policy.
 2. In order for **You** to invoke the optional **extended reporting period**, the payment of additional premium as stated in this provision must be paid to **Us** within thirty (30) days of the non-renewal or cancellation.
 3. At the commencement of the optional **extended reporting period**, the entire premium shall be deemed fully earned, and in the event **You** terminate the optional **extended reporting period** for

whatever reason prior to its natural expiration, **We** will not be liable to return any premium paid for the optional **extended reporting period**.

C. Terms and conditions of basic and optional **extended reporting period**

1. At renewal of this policy, **Our** quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by **Us** for the purposes of granting the optional **extended reporting period**.
2. The right to the **extended reporting period** shall not be available to **You** where **We** cancel or non-renew due to non-payment of premium.
3. The limit of liability for the **extended reporting period** shall be part of, and not in addition to, the limit of liability for the **policy period**.
4. All notices and premium payments with respect to the **extended reporting period** shall be directed to **Us** through the entity named in the Policy.

IX. TERMS AND CONDITIONS

A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any **claim** is made against **You** during the **policy period**, then as soon as practicable after **You** become aware of such claim, **You** must forward to **Us** through persons named in the Policy every demand, notice, summons or other process **You** or **Your** representative receive.
2. If during the **policy period**, **You** becomes aware of any act, error or omission that might reasonably give rise to a **claim** or **loss**, **You** must give written notice to **Us** through persons named in the Policy as soon as practicable during the **policy period** of:
 - a. The specific details of the act, error or omission that might reasonably give rise to a **claim** or **loss**;
 - b. The possible damage which may result or has resulted from the act, error or omission;
 - c. The facts by which **You** first became aware of the act, error, omission or **loss**; and
 - d. Any **Computer system** security and event logs which provide evidence of the act, error or omission.

Any subsequent **claim** made against **You** arising out of such act, error or omission or **loss** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **Us**.

3. A **claim** or **loss** shall be considered to be reported to **Us** when notice is first given to **Us** through persons named in the Policy or when notice of a Wrongful Act which might reasonably give rise to a **claim** is first provided in compliance with IX.A.2 above.
4. If **You** report any **claim**, **loss** or request any payment under this Policy knowing such **claim**, **loss** or request to be false or fraudulent, as regards amounts or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.
5. Whenever coverage under this Policy would be lost because of non-compliance of Section IX.A.1. relating to the giving of notice of **claim** or **loss** to **Us** with respect to which any other of **You** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **You** responsible for the loss or damage otherwise insured hereunder, then **We** agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those of **You** who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice, provided that those of **You** entitled to the benefit of this provision under Section IX.A.1. have complied with such condition promptly after obtaining knowledge of the failure of any others of **You** to comply therewith, and any such **claim** or **loss** was reported during the **policy period** or **extended reporting period**, if applicable.

However, such insurance as afforded by this provision shall not cover a **claim** or **loss** against **Your Organization** if a current principal, partner, director, or officer failed to give notice as required by Section IX.A.1. for a **claim** or **loss** against **Your Organization** arising from acts, errors, or omissions that were known to a current principal, partner, director, or officer.

B. ASSISTANCE AND COOPERATION

1. **You** shall cooperate with **Us** in all investigations. **You** shall execute or cause to be executed all papers and render all assistance as requested by **Us**. Part of this assistance may require **You** to provide soft copies of **Your** system security and event logs.
2. Upon **Our** request, **You** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **You** because of acts, errors, or omissions with respect to which insurance is afforded under this Policy; and **You** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. **You** shall not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **claim** without **Our** written consent, unless otherwise provided under Section II.
4. As soon as practicable after **You** give **Us** notice of any **Claim**, circumstance, **Loss**, or **security breach**, **You** must also give **Us** copies of reports, photographs, investigations, pleadings and all other papers in connection therewith, including allowing **Us** to question **You** under oath at such times as may be reasonably required regarding **Your Organization's** books, records, and any other matters relating to such **security breach** or **Claim**.
5. In the event of a **security breach** or **loss**, **You** must take all reasonable steps to protect **Computer systems** and personally identifiable, non-public information from further access, disclosure, loss or damage.

C. DUTIES IN THE EVENT OF A LOSS (applicable to Coverage G only)

You must see that the following are done if You send Us a Loss Notification:

1. At our request, notify the police, FBI, CERT or other applicable law enforcement authority, central reporting or investigative organization that **We** may designate, if it appears that a law may have been broken;
2. Immediately take all reasonable steps and measures necessary to limit or mitigate the **Loss**;
3. Send **Us** copies of every demand, notice, summons, or any other applicable information **You** receive;
4. If requested, permit **Us** to question **You** under oath at such times and places as may be reasonably required about matters relating to this insurance, including **Your** books and records;
5. Send **Us** a sworn statement of **Loss** containing the information **We** request to resolve, settle or otherwise handle the **Loss**. **We** will provide **You** with the necessary forms;
6. Cooperate with **Us** and counsel **We** may appoint in the investigation of any **Loss** covered by this Policy;
7. Assist **Us** and counsel **We** may appoint in the investigation or settlement of **Losses**;
8. Assist **Us** in protecting and enforcing any right of subrogation, contribution or indemnity against any person, organization or other entity that may be liable to **You**, including attending depositions, hearings and trials; and
9. Otherwise assist in securing and giving documentation and evidence, and obtaining the attendance of witnesses.

D. SUBROGATION

In the event of any payment under this Policy, **You** agree to give **Us** the right to any subrogation and recovery to the extent of our payments. **You** agree to execute all papers required and will do everything that is reasonably necessary to secure these rights to enable **Us** to bring suit in **Your** name. **You** agree to

fully cooperate in our prosecution of that suit. **You** agree not to take any action that could impair our right of subrogation without our written consent whether or not **You** have incurred any un-reimbursed **Loss**. Any recoveries shall be applied first to subrogation expenses, second to **damages** and **claim expenses** paid by **Us**, and third to the Retention. Any additional amounts recovered shall be paid to **You**.

E. INSPECTIONS AND SURVEYS

We may choose to perform inspections or surveys of **Your** operations, conduct interviews and review documents as part of our underwriting, our decision whether to provide continued or modified coverage, or our processing of any **Loss**. If **We** make recommendations as a result of these inspections, **You** should not assume that every possible recommendation has been made or that **Your** implementation of a recommendation will prevent a **Loss**. **We** do not indicate by making an inspection or by providing **You** with a report that **You** are complying with or violating any laws, regulations, codes or standards.

F. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance available to **You**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

G. ACTION AGAINST US

No action shall lie against **Us** or **Our** representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this insurance; and (2) until the amount of **Your** obligation to pay shall have been finally determined either by judgment or award against **You** after trial, regulatory proceeding, arbitration or by written agreement between **You**, the claimant, and **Us**.

Any person or organization or the legal representative thereof who has secured such judgment, award, or written agreement shall thereafter be entitled to make a **claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have the right under this Policy to join **Us** as a party to an action or other proceeding against **You** to determine **Your** liability, nor shall **We** be impleaded by **You** or **Your** legal representative.

Your bankruptcy or insolvency shall not relieve **Us** of our obligations hereunder.

H. ENTIRE AGREEMENT

By acceptance of the policy, **You** agree that this Policy embodies all agreements between **You** and **Us** relating to this insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop **Us** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by **Us**.

I. NEW SUBSIDIARIES/CHANGES IN NAMED INSURED OR YOUR ORGANIZATION

1. During the **policy period**, if **You** acquire another corporation whose annual revenues are more than fifteen percent (15%) of **Your Organization's** annual revenues as set forth in its most recent audited financial statements there shall be no coverage under this Policy for acts, errors, or omissions committed or allegedly committed by the newly acquired **subsidiary** unless **You** give **Us** written notice of the acquisition containing full details thereof, and **We** have agreed to add coverage for the newly acquired **subsidiary** upon such terms, conditions, and limitations of coverage and such additional premium as **We**, in **Our** sole discretion, may require.
2. During the **policy period**, if the **Named Insured** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to another entity, or a receiver, conservator, trustee, liquidator, or rehabilitator, or any similar official is appointed for or with respect to the **Named**

Insured, then all coverage under this Policy shall continue to the expiration of the **policy period** but only for losses, acts, errors, or omissions that occurred prior to the date of such consolidation, merger or appointment.

3. Should a corporation cease to be a **subsidiary** after the inception date of this policy, coverage with respect to such corporation shall continue as if it was still a **subsidiary** until the expiration date of this policy, but only with respect to a **claim** that arises out of any act, error, or omission committed such corporation prior to the date that it ceased to be a **subsidiary**.
4. All notices and premium payments made under this paragraph shall be directed to **Us** through the entity named in the Policy.

J. ASSIGNMENT

Your interest under this Policy may not be assigned to any other person or organization, whether by operation of law or otherwise, without our written consent. If **You** shall die or be adjudged incompetent, such insurance shall cover **Your** legal representative as **You** as would be covered under this Policy.

K. CANCELLATION

This Policy may be cancelled:

- a) by **you** at any time on request. If this policy is cancelled by **you**, thirty percent (30%) of the premium shall be deemed earned upon inception of this policy and **we** will refund the remaining unearned premium computed on a daily pro rata basis thereafter. No premium will be refunded where any **claims** or circumstances have been notified under this policy.
- b) by us. **We** will only cancel this policy if **you** fail to pay the premium within the terms of the payment condition attaching to this Policy, or if a principal, partner, executive officer, or director intentionally makes a material misrepresentation to **us** in regard to any **claim** notified to **us** under this policy; in which case, **we** will provide a notice of cancellation in accordance with the applicable law. the Policy is in effect.

L. WORDS AND TITLES OF PARAGRAPHS

The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is Used herein, the same shall include the plural when required by context.

M. NAMED INSURED AUTHORIZATION

The **Named Insured** first specified in the Policy has the right and duty to act on **Your** behalf for:

1. The giving and receiving of notice of cancellation;
2. The payment of premiums, including additional premiums;
3. The receiving of any return premiums;
4. The acceptance of any endorsements added after the effective date of coverage;
5. The payment of any retentions;
6. The receiving of any loss payments; and
7. Otherwise corresponding with **Us**.

N. WARRANTY BY YOU

By acceptance of this Policy, **You** agree that the statements contained in the **Application**, or any **Application** for coverage of which this Policy is a renewal, and any supplemental materials submitted

therewith, are **You** agreements and representations, that they shall be deemed material to the risk assumed by **Us**, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by **You** in the **Application**, or any **Application** for coverage of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve **Us** from all liability under the Policy.

The **Application** and any **Application** for coverage of which this Policy is a renewal, and any supplemental materials submitted therewith, are deemed incorporated into and made a part of this Policy.

O. SERVICE OF SUIT CLAUSE (U.S.A.)

1. It is agreed that in the event of our failure to pay any amount claimed to be due under this Policy, at **Your** request **We** will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon our representative, designated in the Policy, and that in any suit instituted against any one of **Us** upon this contract; **We** will abide by the final decision of such court or of any appellate court, in the event of an appeal.
2. **Our** representative designated in the Policy is authorized and directed to accept service of process on our behalf in any such suit and/or upon **Your** request to give a written undertaking to **You** that they will enter a general appearance upon our behalf in the event such a suit shall be instituted.
3. Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **We** hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of **You** or any beneficiary hereunder arising out of this Policy, and hereby designate our representative listed in the Policy as the person to whom the said officer is authorized to mail such process or a true copy thereof.

P. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in the Policy.

Q. DISPUTE RESOLUTION

We and **You** agree to attempt in good faith to resolve any dispute arising out of or relating to this Policy promptly by negotiation in accordance with the following schedule:

1. If the dispute has not been resolved by negotiation within thirty (30) days of the disputing party's notice, either party may demand that the dispute be submitted for non-binding resolution by mini-trial.
2. The parties shall have ten (10) business days to agree on a mini-trial neutral.
3. If the parties are unable to agree on a mini-trial neutral, no more than three (3) business days after the expiration of the ten (10) day period set forth in subpart 2. above, each party shall submit to the other party the name of a single proposed mini-trial neutral who is available and able to comply with the requirements set forth herein.
4. If the parties are unable to agree after such disclosure, the mini-trial neutral will be determined as follows: **Your** proposed mini-trial neutral will be selected if the first digit to the left of the decimal point of the Dow Jones Industrial Average's closing number two (2) business days after the expiration of the period set forth in 3. above is an even number. **Our** proposed mini-trial neutral will be selected if that digit is an odd number.

5. The parties must submit confidential briefs no longer than twenty-five (25) double-spaced pages, along with no more than five exhibits, to the mini-trial neutral within twenty (20) business days of the selection of the neutral.
6. The meeting with the mini-trial neutral must take place within fourteen (14) business days of the submission of the briefs set forth in 5. above.
7. The mini-trial neutral shall submit a written decision to the parties within ten (10) business days of the meeting set forth in 6. above.

No person or organization will have any right under this policy to join **Us** as a party to any action against **You** to determine **Your** liability.

This is not a valid policy
Quotation
Open 90 days

SHORT RATE CANCELLATION TABLE ENDORSEMENT

NMA 45 (Amended)

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Insured the Earned Premium shall be computed as follows:-

A. For insurances written for one year:-

Days Insurance in Force	Percent of One Year Premium	Days Insurance in Force	Per cent. of One Year Premium
1 - 73	30	206 - 209	66
74 - 76	31	210 - 214	67
77 - 80	32	215 - 218	68
81 - 83	33	219 - 223	69
84 - 87	34	224 - 228	70
88 - 91	35	229 - 232	71
92 - 94	36	233 - 237	72
95 - 98	37	238 - 241	73
99 - 102	38	242 - 246	74
103 - 105	39	247 - 250	75
106 - 109	40	251 - 255	76
110 - 113	41	256 - 260	77
114 - 116	42	261 - 264	78
117 - 120	43	265 - 269	79
121 - 124	44	270 - 273	80
125 - 127	45	274 - 278	81
128 - 131	46	279 - 282	82
132 - 135	47	283 - 287	83
136 - 138	48	288 - 291	84
139 - 142	49	292 - 296	85
143 - 146	50	297 - 301	86
147 - 149	51	302 - 305	87
150 - 153	52	306 - 310	88
154 - 156	53	311 - 314	89
157 - 160	54	315 - 319	90
161 - 164	55	320 - 323	91
165 - 167	56	324 - 328	92
168 - 171	57	329 - 332	93
172 - 175	58	333 - 337	94
176 - 178	59	338 - 342	95
179 - 182	60	343 - 346	96
183 - 187	61	347 - 351	97
188 - 191	62	352 - 355	98
192 - 196	63	356 - 360	99
197 - 200	64	361 - 365	100
201 - 205	65		

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:
 - (a) Determine full annual premium as for an insurance written for a term of one year.
 - (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the

insurance has been in force to the length of time beyond one year for which the insurance was originally written.

- (c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Insurance, such total premium to be deemed earned upon inception of the Policy if any claim or any circumstance that could reasonably be the basis for a claim is reported to Underwriters under this Insurance on or before such date of cancellation.

QUOTATION
This is not a valid policy
Open 90 days

NUCLEAR INCIDENT EXCLUSION CLAUSE (BROAD)

NMA 1256

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability, not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy*

does not apply:-

- I. **Under any Liability Coverage, to injury, sickness, disease, death or destruction**
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; **"nuclear material"** means source material, special nuclear material or byproduct material; **"source material"**, **"special nuclear material"**, and **"byproduct material"** have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; **"spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; **"waste"** means any waste material (1)

containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "**nuclear facility**" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations. "**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "**injury**" or "**destruction**" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE:- As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE
NMA 1477

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause- Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Quotation
This is not a valid policy
Open 90 days

SEVERAL LIABILITY NOTICE

LSW 1001 (Insurance) 08/94

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Quotation
This is not a valid policy
Open 90 days

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within sixty (60) days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the sixtieth (60th) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than ten (10) days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001

September 2008

Sanction Limitation and Exclusion Clause
LMA3100, 15 September 2010

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

QUOTATION
This is not a valid policy
Open 90 days

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECORD

#6e

Date: 6-11-15

Weekly Agenda Date: 6-16-15

DEPARTMENT HEAD / CITIZEN: Danielle Dempster, V.A. Director & Jeremy Taylor, Supervisor

SUBJECT: Resolution for Outstanding Citizen

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Presentation of Resolution Thanking and Commending Ronald Kerr for service to Woodbury County.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY, IOWA



RESOLUTION NO

A RESOLUTION THANKING AND COMMENDING

Ronald Kerr

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Ronald Kerr has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering countless hours in his service since 1993; and

WHEREAS, your service to the Woodbury County Commission of Veteran Affairs, has been characterized by your dedication to the best interests of Woodbury County Veterans and their dependents; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend Ronald Kerr for your years of service to Woodbury County; and

BE IT FURTHER RESOLVED, that it is the wish of all those signing below that the future hold only the best for this very deserving person, Ronald Kerr.

BE IT SO RESOLVED this 16th day of June, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Jeremy J. Taylor, Member

Matthew A. Ung, Member

Attest: Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#7

Date: 6/11/2015

Weekly Agenda Date: 6/16/2015

DEPARTMENT HEAD / CITIZEN: Danielle Dempster

SUBJECT: Appointment of New Commissioners (Veterans Affairs)

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Consideration and approval for appointments to Woodbury County Commission of Veteran Affairs.

EXECUTIVE SUMMARY: Current Commission Members will present their recommendation for appointment to the Commission and Board of Supervisors will choose and appoint new members.

BACKGROUND: Approval of a five member Commission and retirement of Ronald Kerr has opened three positions on the Commission.

FINANCIAL IMPACT: No costs that have not been previously discussed.

RECOMMENDATION: See attached recommendation.

ACTION REQUIRED: Appoint both William Burkhart and Katherine Moreno to a three year term; appoint Lincoln Ryan or James Ferris to a two year term.

Approved by Board of Supervisors March 3, 2015.



Woodbury County Commission of Veteran Affairs

1211 Triview Avenue
Sioux City, Iowa 51103
Phone: 712-279-6605 or 6606
Fax: 712-224-4093



Ronald Kerr
Chairman

Vicki DeWitt
Secretary

Leon Koster
Member

Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, IA 51103

Board Members,

Please accept the following recommendations for appointment to the Woodbury County Commission of Veteran Affairs:

We recommend William Burkhart. Mr. Burkhart is both a Veteran of the Marine Corps, with a deployment to Iraq and a current Marine assigned to the Wounded Warrior Regiment. Our office has worked with him on several occasions to coordinate efforts in obtaining benefits for County Veterans. He has a working knowledge of our office and would make a committed and active member of the Commission. Please appoint Mr. Burkhart to the Commission for a three year term.

We recommend Katherine Moreno. Mrs. Moreno is a Veteran of the Marine Corps and is active in several volunteer programs, including the Marine Corps League, Siouxland Detachment. While our office does not have previous experience with Mrs. Moreno, she has expressed very strong interest in Veterans issues and a desire to serve on our Commission. Mrs. Moreno would also enable the Commission to maintain gender balance.

For our final recommendation, we are split between two candidates and request the Board appoint their choice of Lincoln Ryan or James Ferris. We feel both candidates are fully qualified.

Lincoln Ryan has completed two tours of duty during the current conflict, one as an active service member and one as a reservist. He is a currently serving reservist. He has expressed an interest in serving all Veterans, especially those who have recently deployed, to connect with their benefits. Mr. Ryan would be a valuable addition to the Commission due to experience and desire to serve.

James Ferris is a Vietnam Era Veteran who is approaching retirement. He has expressed an interest in serving to "give something back", especially to fellow Veterans. He is open to learning ways that he can

assist Veterans and ways our office can assist them. Mr. Ferris would also be a valuable addition to the Commission due to his willingness to serve.

As a Commission, we believe these applicants provide the desired diversity and interest level commensurate with a successful Commission. Please accept our recommendations and appoint both William Burkhart and Katherine Moreno to a 3 year term, and Lincoln Ryan or James Ferris to a two year term as members of the Woodbury County Commission of Veteran Affairs, in accordance with Iowa Code. Thank you for your consideration.

Leon Koster

Vicki DeWitt

(Commission Members plan to be present before the Board at the June 16th Board of Supervisors meeting. Selections were made by electronic mail or in person, after discussion at the June 2nd, 2015 monthly meeting of the Commission of Veteran Affairs. Approval of this communication was given by electronic mail from current Commissioners Leon Koster and Vicki DeWitt, regarding the recommended candidates. Outgoing Commissioner, Ron Kerr, requested it be noted that he did not agree with the selections.)

WOODBURY COUNTY, IOWA

#8a

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Michael Arndt

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Michael Arndt has capably served Woodbury County as an employee of the Woodbury County Juvenile Detention for 29 years from December 1, 1986 to June 30, 2015; and

WHEREAS, the service given by Michael Arndt as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Michael Arndt for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Michael Arndt.

BE IT SO RESOLVED this 16th day of June 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Jeremy J. Taylor, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

#86

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Dewey Sloan

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Dewey Sloan has capably served Woodbury County as an employee of the Woodbury County Attorney's Office for 26 years from January 9, 1989 to July 31, 2015; and

WHEREAS, the service given by Dewey as a Woodbury County employee, has been characterized by his dedication to the best interests of the citizens of Woodbury County; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of this Board thanks and commends Dewey Sloan for his years of service to Woodbury County; and

BE IT FURTHER RESOLVED that it is the wish of all those signing below that the future hold only the best for this very deserving person, Dewey Sloan.

BE IT SO RESOLVED this 16th day of June, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman

Jaclyn D. Smith, Member

Larry D. Clausen, Member

Jeremy J. Taylor, Member

Matthew A. Ung, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#9a

Date: 6/9/2015

Weekly Agenda Date: 6/16/2015

DEPARTMENT HEAD / CITIZEN: Emergency Services, Gary Brown, Director

SUBJECT: **Requesting Authorization to Purchase a Grasshopper 725DT Mower.**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Emergency Services –Gary Brown
a. Requesting Authorization to Purchase a Mower.

Action

EXECUTIVE SUMMARY:

Requesting Authorization to Purchase a Mower

During the Fiscal Year of 2015 the Woodbury County Board of Supervisors approved a budget of \$70,000.00 to purchase a 2015 Chevrolet Silverado 3500 4x4 Rescue Truck. Complete with lights, a topper for equipment, radios and signage. That truck has been responding to emergencies in the county for just over two months. With this project completed the final cost was \$58,175.70. Which is \$11,824.30 remaining below the initial budget approved for this project?

Emergency Services is requesting that the Woodbury County Board of Supervisors authorize our department to utilize those remaining funds to purchase a 2015 Grasshopper 725 DT mower with a 61" mowing deck.

BACKGROUND:

Currently at the Climbing Hill facility there is 9 acres that are maintained throughout the mowing season with a 20 year old Dixon mower with approximately 5000 hours of mowing. This purchase would update the aging equipment, decrease the mowing time and the particular mower being considered would be diesel. This would eliminate the need to leave the facility to purchase and/or transport fuel.

FINANCIAL IMPACT:

The Emergency Services Department would like to get the authorization to use the remaining funding from the purchase of the 2015 Chevrolet Rescue Truck to make this purchase.

Ace Engine provided the government pricing of \$11,700.00. (List price is \$18,590.00.)

RECOMMENDATION:

The mower we are recommending is Grasshopper 725DT mower with 61" mowing deck, 25hp, 3-cylinder, Kubota Max Torque Clean Diesel engine; EPA Tier 4 Final-compliant and T6 hydrostatic transmission. The government pricing on this mower is \$11,700.00.

ACTION REQUIRED/PROPOSED MOTION:

The Woodbury County Board of Supervisors would approve the authorization for the Emergency Services Department to purchase the Grasshopper 725DT Diesel Mower with 61" mowing deck for the price of \$11,700.00 from the remaining balance from the purchase of the 2015 Chevrolet Silverado 4x4 Rescue Truck.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

Date: 6/9/2015

Weekly Agenda Date: 6/16/2015

#96

DEPARTMENT HEAD / CITIZEN: Emergency Services-Gary Brown

SUBJECT: **Requesting Approval to Accept Bid for Window Project.**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Emergency Services-Gary Brown
b. Requesting Approval to Accept Bid for Window Project. Action

EXECUTIVE SUMMARY:

Requesting Approval to Accept Bid for Window Project

The Emergency Services Department had included \$45,000.00 in the approved Capital Improvement Plan 2016-2020. The \$45,000.00 had three projects that included; Purchase materials to complete concrete driveway (\$10,000.00), Replace windows & doors (\$15,000.00) and Building Improvements (\$20,000.00).

Emergency Services is requesting the Woodbury County Board of Supervisors to approve and accept the Bid for the Climbing Hill Window Project.

BACKGROUND:

Emergency Services would like to replace all of the windows at the Climbing Hill facility. This window project would include the entire facility. This includes more specifically, the "Older Section" of the building which is three stories and currently houses on the main floor the back-up 911 equipment and operations, a kitchen, shower room and boiler room. The second floor is mainly for storage of rescue equipment. The third floor is utilized and is available to all Woodbury County Fire Departments for training. On the third floor there is a maze and mock apartment and we have the ability to fill with smoke to help train Fire Fighters for real life rescue situations. The other portion of the building is considered the "New Section" of the building houses the offices, meeting/class rooms, bathrooms and lounge/living quarters. Also included in this project, is the Gymnasium. This is where we store the trailers used for multiple emergencies, a boat, an ambulance, and other medical and rescue response equipment.

Emergency Services did complete walk troughs with both Building Maintenance Department and Baker Group and reviewed the bids that were received and all concurred that this project would have a substantial positive impact on the expense of operations at the Climbing Hill facility.

FINANCIAL IMPACT:

Emergency Services would like to postpone the project of purchasing materials to complete the drive way and use 100% of the funding of all the Capital Improvements Projects which is \$45,000.00 for completion of the window project. Building Maintenance and the Baker Group both feel that the cost savings in the operations of the is facility would be enough to support the initial expense of the window replacement project.

RECOMMENDATION:

Emergency Services recommends the Woodbury County Board of Supervisors approve to accept the lowest bid for the amount of \$47,424.68 from Sands Construction. Ryan was the contact and Sands Construction is Insured & Bonded.

ACTION REQUIRED/PROPOSED MOTION:

The Woodbury County Board of Supervisors approves the bid of \$47,424.68 from Sands Construction to install and/or replace all of the windows at the Climbing Hill facility.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F

#10a

Date: 6/10/2015

Weekly Agenda Date: 6/16/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Building Services: Mike Headid

SUBJECT: Permission to purchase or replace bush hog mower for Prairie Hills

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM:

Building Service: Mike Headid

Requesting approval to purchase or replace bush hog mower for Prairie Hills tractor

EXECUTIVE SUMMARY:

Building Services is requesting approval to gather bids to purchase or replace bush hog mower for Prairie Hills tractor

BACKGROUND:

Building Services would like to purchase or replace Bush Hog Mower for Prairie Hills Tractor to help save valuable time in mowing

FINANCIAL IMPACT:

The purchase of a new Bush Hog Mower for the tractor at Prairie Hills would save the county money in man hours mowing Prairie Hills

RECOMMENDATION:

Building Services recommends the Woodbury County Board of Supervisors approve the purchase to save the county money

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors to approve purchase of a Bush Hog Mower for Prairie Hills

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#106

Date: 6/10/2015

Weekly Agenda Date: 6/16/2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Building Services: Mike Headid

SUBJECT: Requesting Approval to accept bid for Asphalt Project at Prairie Hills

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM:

Building Service: Mike Headid
Requesting approval to accept bid for asphalt project at Prairie Hills

EXECUTIVE SUMMARY:

Building Services is requesting the Woodbury County Board of Supervisors to approve and accept the bid for the Asphalt project at Prairie Hills

BACKGROUND:

Building Services would like to construct Curb/Wash Way, overlay by door over concrete with 2" hot mix asphalt, overlay by services garage with 1" hot mix asphalt, fill in various low spots with HMA and furnish and install hot mix asphalt for new 4" paving

FINANCIAL IMPACT:

Acting on this project now will be cost saving

RECOMMENDATION:

Building Services recommend the Woodbury County Board of Supervisors approve to accept the lowest bid for the amount of \$16,144.00 from Barkley Asphalt. Matthew was the contact for Barkley Asphalt is insured and bonded

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors approves the bid of \$16,144.00 from Barley Asphalt for the asphalt project at Prairie Hills

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

11a

Date: June 10, 2015 _____

Weekly Agenda Date: June 16, 2015 _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Finance/Operations Controller

SUBJECT: Approval and funding of invoice for Contract 1, Woodbury County I-29 Corridor Reinvestment Program

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Action on McClure Engineering Co. Final Invoice for Services Received on the I-29 Corridor Reinvestment Program.

EXECUTIVE SUMMARY: Questions were raised on the invoice received by Woodbury County from McClure Engineering Co. regarding the final bill for this project. After discussion with McClure Engineering, the bill was readjusted lower as one date of service should have been included in Phases 1,2,3 of the contract. That reduced the total adjusted invoice to \$12,305 (\$800 for completion of Phase 1,2,3 and \$11,505 for completion of Phase 4).

BACKGROUND: From this day on there will be itemized (date of service and detail of what the services were) monthly invoices sent to the Woodbury County for services rendered.

FINANCIAL IMPACT: Use of unobligated L.O.S.T. funds in the amount of \$12,305.

RECOMMENDATION: Approval of this invoice is recommended. It is also recommended that the funding for this invoice be paid from L.O.S.T. in the amount of \$12,305.

ACTION REQUIRED / PROPOSED MOTION: Motion _____, second by _____ to approve the amended invoice from McClure Engineering Co. in the amount of \$12,305 and the funding source be L.O.S.T. revenues.

Approved by Board of Supervisors March 3, 2015.



Woodbury County
 620 Douglas St.
 Sioux City, IA 51101

March 31, 2015
 Project No: 02613001-00
 Invoice No: 9823

Project 02613001-00 Woodbury County I-29 Corridor Reinvestment Program

Professional Services from March 01, 2015 to March 28, 2015

Phase 1. Master Planning Services

Billing Phase	Fee	Percent Complete	Earned	Previous Billing	Current Billing
Master Planning Services	38,700.00	100.00	38,700.00	38,700.00	0.00
Capital Investment Plan	7,700.00	100.00	7,700.00	7,315.00	385.00
Master Planning Workbook	8,300.00	100.00	8,300.00	7,885.00	415.00
Total Fee	54,700.00		54,700.00	53,900.00	800.00
Total Fee					800.00
Total this Phase					\$800.00

Phase 4. Additional Meetings as directed by Owner

	Hours	Rate	Amount
Senior Principal	50.00	200.00	10,000.00
Project Manager	2.00	145.00	290.00
Staff Engineer	21.00	115.00	2,415.00
Totals	73.00		12,705.00
Total Labor			12,705.00
Credit			-1,200.00
			-1,200.00
Total this Phase			\$11,505.00
Total Due this Invoice			\$12,305.00

WBY 2613001-00
Phase 4.0 - Additional Meetings (T&M)

	Date	Hours	Rate	Extension
Senior Principal				
Orton Slough Drainage Meeting	7/25/2014	6.00	\$ 200.00	\$ 1,200.00
Master Plan Roll-Out	10/7/2014	6.00	\$ 200.00	\$ 1,200.00
Nature Center Presentation & Follow-Up	10/14/2014	12.00	\$ 200.00	\$ 2,400.00
Memorandum of Understanding Conference Call	11/3/2014	1.00	\$ 200.00	\$ 200.00
Credit Meeting with New Supervisors	12/10/2014	6.00	\$ 200.00	\$ 1,200.00
Meeting with Sergeant Bluff Mayor, Sioux City Mayor, Board of Supervisors	1/21/2015	7.00	\$ 200.00	\$ 1,400.00
Final Report Roll-Out to Cities	1/27/2015	6.00	\$ 200.00	\$ 1,200.00
Meeting with Salix Mayor, Councilman, and Staff	2/18/2015	6.00	\$ 200.00	\$ 1,200.00
	SUBTOTAL	-	50.00	\$ 200.00
Staff Engineer				
Orton Slough Drainage Meeting Preparation	7/21/2014	0.50	\$ 115.00	\$ 57.50
Nature Center Presentation	10/14/2014	7.50	\$ 115.00	\$ 862.50
Memorandum of Understanding Conference Call	11/3/2014	1.00	\$ 115.00	\$ 115.00
Final Report Roll-Out to Cities	1/27/2015	6.00	\$ 115.00	\$ 690.00
Meeting with Salix Mayor, Councilman, and Staff	2/18/2015	6.00	\$ 115.00	\$ 690.00
	SUBTOTAL	-	21.00	\$ 115.00
Project Manager				
Meeting with Salix Mayor, Councilman, and Staff	2/18/2015	2.00	\$ 145.00	\$ 290.00
	SUBTOTAL	-	2.00	\$ 145.00
				TOTAL
				\$ 12,705.00



June 11, 2015

1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

Woodbury County Board of Supervisors

Dennis Butler
620 Douglas Street
Sioux City, Iowa 51101

Dear Mr. Butler,

It is McClure Engineering Company's (MEC) understanding the County has formally approved payment for a substantial portion of outstanding invoices related to professional services performed under the *Envision 2050 Master Plan* contract (MEC #2613001-00) and the *Agreement for On-Call Consulting and Engineering Services* (MEC #2315001-00). It has been a pleasure working with Woodbury County elected officials and staff and we thank you for your business.

As a follow-up to our original letter dated April 9, 2015 and your subsequent request for increased clarification on the billing items listed as "Questioned" in the attached invoice (#9823) dated March 31, 2015, we would like to provide additional details in support of these items to clear up any misunderstandings or misinterpretations.

As a reminder, when our original *Envision 2050 Master Plan* contract (MEC #2613001-00) dated April 3, 2014, was signed, we estimated (for budgetary purposes) additional meetings may be requested by the Board of Supervisors to convey information and handle unknown issues that might arise that were not foreseeable at the time the contract was signed. We estimated and included in our contract, \$7,700.00 for this work. This additional work was to be completed, as requested, on a time-and-materials basis.

We exceeded the original \$7,700.00 budget by \$5,005.00 for additional services provided under Phase 4 – Additional Meetings of that contract. Our total cost for this extra work covered under that contract is \$12,705.00, as shown in the attached invoice.

It is our understanding \$7,235.00 were questioned by the Board of Supervisors during the June 2 Board Meeting. It should be noted that these questioned items were all incurred under the *Envision 2050 Master Plan* contract prior to January 1, 2015, but were not billed until April 9, 2015. We apologize for not billing for these services monthly as costs were incurred.



Each of these "Questioned" items and their associated billing breakdowns are described in detail in the following sections.

› 1360 NW 121st Street
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

Orton Slough Drainage Meeting

At the County's request, we met with Mark Nahra (Woodbury County Engineer) regarding the Orton Slough drainage project, led by I+S Group, to discuss the impact of the drainage project on the Master Plan, Brown's Lake, etc. Additional discussions with David Gleiser (Rural Economic Development Director) on the same issues discussed in the meeting also occurred. The Orton Slough drainage project meeting was held at the Woodbury County Engineer's office in Moville and included staff from I+S Group. During the meeting, ideas and concepts were formulated regarding alternative ways to deal with drainage and water quality issues. The cost shown below is for preparation for the meeting and post-meeting concept development. We have included some of these concepts in the *Envision 2050 Master Plan* and would like to discuss them in detail with the Board of Supervisors if you are interested in working on this project.

Senior Principal	6.0 HR	\$200.00/HR	\$1,200.00
<u>Staff Engineer</u>	<u>0.5 HR</u>	<u>\$115.00/HR</u>	<u>\$57.50</u>
Subtotal			\$1,257.50
Travel			\$0
Total			<u>\$1,257.50</u>

Master Plan Roll-Out

At the Board of Supervisors' request, we met with staff at the Cities of Sioux City and Sergeant Bluff (Salix was unavailable), and The Siouxland Initiative (TSI) to present and reiterate the findings and conclusions of the Master Plan and specifically the TIF Use Policy, in an attempt to provide a better understanding to the key stakeholders on the policies developed. Preparation for the meetings is included in this item. Examples on the specific use of County TIF, RISE, and City funding for the Sergeant Bluff Dogwood Trail project were presented. The meetings were held at each City's facility and at TSI's office in Sioux City.

Senior Principal	6.0 HR	\$200.00/HR	\$1,200.00
Subtotal			\$1,200.00
Travel			\$0
Total			<u>\$1,200.00</u>

Nature Center Presentation

At the Board of Supervisors' request, we prepared and presented a PowerPoint presentation and financial examples at the Dorothy Pecaut Nature Center in Sioux City to build public support for the concepts expressed in the Master Plan. The presentation was attended by representatives from CF Industries, City Council members from Sioux City, the County Board of Supervisors, staff from Sergeant Bluff, interested members of the public, and the media.

Senior Principal	12.0 HR	\$200.00/HR	\$2,400.00
<u>Staff Engineer</u>	<u>7.5 HR</u>	<u>\$115.00/HR</u>	<u>\$862.50</u>
Subtotal			\$3,262.50
Travel			\$0

Total

\$3,262.50

Memorandum of Understanding Conference Call

We facilitated discussions and prepared a Memorandum of Understanding, initially requested by the mayors of Sioux City and Sergeant Bluff. The Memorandum of Understanding was understood to be a hurdle regarding TIF use and annexation as it related to the Sergeant Bluff Dogwood Trail project, as well as future uses. It was ultimately determined the MOU was not practical due to annexation and 2-mile jurisdictional limit issues, however. During a conference call with the County, Sioux City, and Sergeant Bluff, it was discussed that Sergeant Bluff intended to annex the land surrounding the Dogwood Trail project, therefore removing Sioux City and Salix's potential jurisdictional control of the area.

Senior Principal	1.0 HR	\$200.00/HR	\$200.00
Staff Engineer	1.0 HR	\$115.00/HR	\$115.00
Subtotal			\$315.00
Travel			\$0
Total			\$315.00

Meeting with New Supervisors

In an effort to educate the newly elected Board of Supervisors on the *Envision 2050 Master Plan* and TIF Use Policy progress, we met with newly elected Supervisors in MEC's Sioux City office to brief them on the work completed on the Master Plan, TIF Use Policy, etc. We prepared information (including maps, financing examples, etc.) to present to the Supervisors to educate them on the history of the project and conclusions of the report.

Senior Principal	6.0 HR	\$200.00/HR	\$1,200.00
Subtotal			\$1,200.00
Travel			\$0
Total			\$1,200.00

McClure Engineering Company is happy to contribute the costs incurred for the services in this item toward the overall good of the project and the County. As such, the attached invoice shows a **credit of \$1,200.00** and payment for services related to this item is **not** required.

The total cost of professional services incurred detailed in the items above is \$7,235.00, consistent with the total "Questioned" amount in the attached invoice. We understand the remaining \$5,470.00 billed under Phase 4 – Additional Meetings under the *Envision 2050 Master Plan* contract that was incurred to address unforeseen items required to complete the work is not questioned by the Board of Supervisors. However, due to the \$1,200.00 credit for the item "Meeting with New Supervisors", the attached invoice reflects \$11,505.00.

If you have any questions or comments, please do not hesitate to contact Terry Lutz or myself.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alex Potter', with a stylized flourish at the end.

Alex Potter, E.I.

Staff Engineer

Encl.: MEC #2613001-00 Invoice #9823, Dated March 31, 2015

cc: Mark Monson – Woodbury County Board of Supervisors
File

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE



Date: June 11, 2015

Weekly Agenda Date: June 16, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler, Finance/Operations Controller

SUBJECT: Tax Increment Funding for road projects in the Liberty Park Urban Renewal area

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Action on proceeding with TIF Financing for Project Port Neal Circle Road and CF Industries Entrance Road Rise Grant Match.

EXECUTIVE SUMMARY: This item would allow Dennis Butler to proceed with the TIF financing procedures in conjunction with the Dorsey & Whitney Law Firm concerning two TIF projects, (1) The Port Neal Circle Road and the CF Industries Road Rise Grant.

BACKGROUND: The CF Industries Entrance Road Rise Grant was part of the Development Agreement with CF Industries in which the County received a Rise Grant and the Port Neal Circle Road project is part of the Rise Grant match which was approved by DOT June 9, 2015. Both projects are improvements that will benefit the economic development for many years in the Siouxland area.

FINANCIAL IMPACT: Use of future TIF revenues. Port Neal project is \$750,000 and the CF project is \$800,000.

RECOMMENDATION: Allow to proceed with the TIF process for these two projects.

ACTION REQUIRED / PROPOSED MOTION: Motion by _____, second by _____ to allow Dennis Butler, Finance/Operations Controller to proceed with the TIF process for the Port Neal Circle and CF Projects.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REVIEW

#12

Date: 6/8/15

Weekly Agenda Date: 6/16/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Pat Gill, Woodbury County Auditor

SUBJECT: Previous Board Action Regarding Meeting Procedures

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Consideration of action to rescind previous Board action regarding time set items on the agenda of Regular Board Meetings

EXECUTIVE SUMMARY: When the Board rescheduled the starting time of the regular board meetings, they also included language that required set time items to appear on the agenda after 5:00 PM. This restriction has proven to be unworkable.

BACKGROUND: The Board previously took action (Motion by Taylor second by Ung to move board meeting times to a 4:30 PM start, all time set items to start after 5:00 PM and an end time of 5:30 PM.) to reschedule the starting time of regular meetings to allow citizens to participate during a more convenient time frame and restricted the appearance of time set items.

FINANCIAL IMPACT: None.

RECOMMENDATION: Rescind the restriction.

ACTION REQUIRED / PROPOSED MOTION: Move to rescind action the Board took on January 15th, 2015 in regard to set times on the agenda and allow them to appear as needed.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.



OFFICE OF
Woodbury County Planning & Zoning Director

620 DOUGLAS ST., 6TH FLOOR - SIOUX CITY, IA 51101

John Pylelo - Planning & Zoning Director • jpylelo@sioux-city.org

Peggy Napier - Clerk II • pnapier@sioux-city.org

Telephone (712) 279-6557

Fax (712) 279-6530

#13

To: Board of Supervisors

From: John Pylelo – Planning and Zoning

**Re: Board of Supervisors Meeting
of Tuesday June 16, 2015**

Date: June 12, 2014

Planning and Zoning – John Pylelo, Director

Consideration of Final Platting for Jill's Dream Addition - a Minor Subdivision with referral to Zoning Commission for Public Hearing and Recommendation; GIS Parcel #894608200002.

Melvin L. Williams has filed a subdivision application and final platting to subdivide 12.05 acres into 3 lots for residential development. The applicant currently resides within an existing single family dwelling which would be located on proposed Lot 3. The applicant wishes to subdivide the parent parcel to allow for additional single family dwelling residential development. The existing AE (Agricultural Estates) zoning district designation permits the potential increase in residential density.

The parent parcel lies in rural Woodbury County approximately 0.3 miles east of Sioux City on the south side of 110th St. (Hwy D12) in a portion of the NW ¼ of the NE ¼ of Section 08, Concord Township. The city of Sioux City has the right to extraterritorial review and subdivision approval.

The parent parcel is not within any special flood hazard area; does not lie within any drainage district and is provided access by hard surfaced county roadway ROW via a drive addressed 1560 110th St, Sioux City.

As the use of the parent parcel is residential development no CSR value for the parcel is available. CSR values in the area range from 36 to 51. This range is within the policy range allowing final platting approval.

Note: Due to topography and Secondary Roads Department recommendations the applicant is requesting roadway access/egress to Lots 1 and 3 through a 25' by 80' area within proposed Lot 1.

Your Board is asked to consider the final platting referring to the Zoning Commission for public hearing and recommendation.

Date Created: 6/12/2015



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales**
- 2013
- 2014
- 2015
- ▭ Parcels

Parcel ID	894608200008	Alternate ID	n/a	Owner Address	n/a
Sec/Twp/Rng	n/a	Class	n/a		
Property Address		Acreage	n/a		
District	n/a				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Last Data Upload: 6/12/2015 6:07:09 AM

Jill's Dream Addition - Parent Parcel



Summary

Parcel ID 894608200002
Alternate ID 00000000873798
Property Address 1560 110th St
 Concord
Sec/Twp/Rng 8-89-46
Brief Legal Description CONCORD TOWNSHIP N 525 FT W 247.54 FT NE NE AND N 525 FT E 750.23 FT NW NE 8- 89-46 NE NE 2.67 AC RES NW NE 7.945 ACR ES
 (Note: Not to be used on legal documents)

Document(s) N/A
Gross Acres 12.05
Net Acres 10.62
Exempt Acres 1.43
CSR N/A
Class R - Residential
Tax District 025 CONCORD LAWTON BRONSON COMM
School District LAWTON BRONSON



[Click to Enlarge](#)

Owner

Primary Owner
 (Deed Holder)
 Williams Melvin L
 1560 110th St
 Sioux City, IA 51106

Secondary Owner

Land

Lot Area 10.62 Acres; 462,607 SF

Residential Dwellings

Residential Dwelling

Occupancy Single-Family / Owner Occupied
Style 1 Story Frame
Architectural Style N/A
Year Built 1999
Condition Normal
Grade what's this? 4
Roof Asph / Gambrel
Flooring Carp
Foundation None
Exterior Material HARD BD
Interior Material Drwl
Brick or Stone Veneer
Total Gross Living Area 864 SF
Attic Type None;
Number of Rooms 3 above; 0 below
Number of Bedrooms 2 above; 0 below
Basement Area Type Full
Basement Area 864
Basement Finished Area
Plumbing 1 Base Plumbing (Full ;
Appliances
Central Air Yes

Heat Pump
 Heat
 Fireplaces
 Porches
 Decks Wood Deck-Med (240 SF);
 Additions
 Garages Basement Stall - 2 stalls;

Sales

Date	Seller	Buyer	Recording	NUTC	Type	Multi Parcel	Amount
7/13/2006	WILLIAMS MELVIN L & KRISTIN K	WILLIAMS MELVIN L	685/980	NO CONSIDERATION	Deed		\$0.00

+

Valuation

	2015	2014	2013	2012	2011
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$69,780	\$69,780	\$69,780	\$69,780	\$69,780
+ Exempt Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$109,780	\$109,780	\$109,780	\$109,780	\$109,780
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$109,780	\$109,780	\$109,780	\$109,780	\$109,780

Taxation

	2013	2012	2011	2010
+ Taxable Land Value	\$21,760	\$21,127	\$20,301	\$19,412
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$37,960	\$36,855	\$35,415	\$33,864
= Gross Taxable Value	\$59,720	\$57,982	\$55,716	\$53,276
- Military Exemption	\$0	\$0	\$0	\$0
= Net Taxable Value	\$59,720	\$57,982	\$55,716	\$53,276
x Levy Rate (per \$1000 of value)	28.38805	28.26657	27.60132	27.97868
= Gross Taxes Due	\$1,695.33	\$1,638.95	\$1,537.84	\$1,490.59
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- DSC Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$137.68)	(\$137.09)	(\$104.41)	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Prepaid Tax	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$1,558.00	\$1,502.00	\$1,434.00	\$1,490.00

Treasurer Link

[Click here to view tax information for this parcel](#)

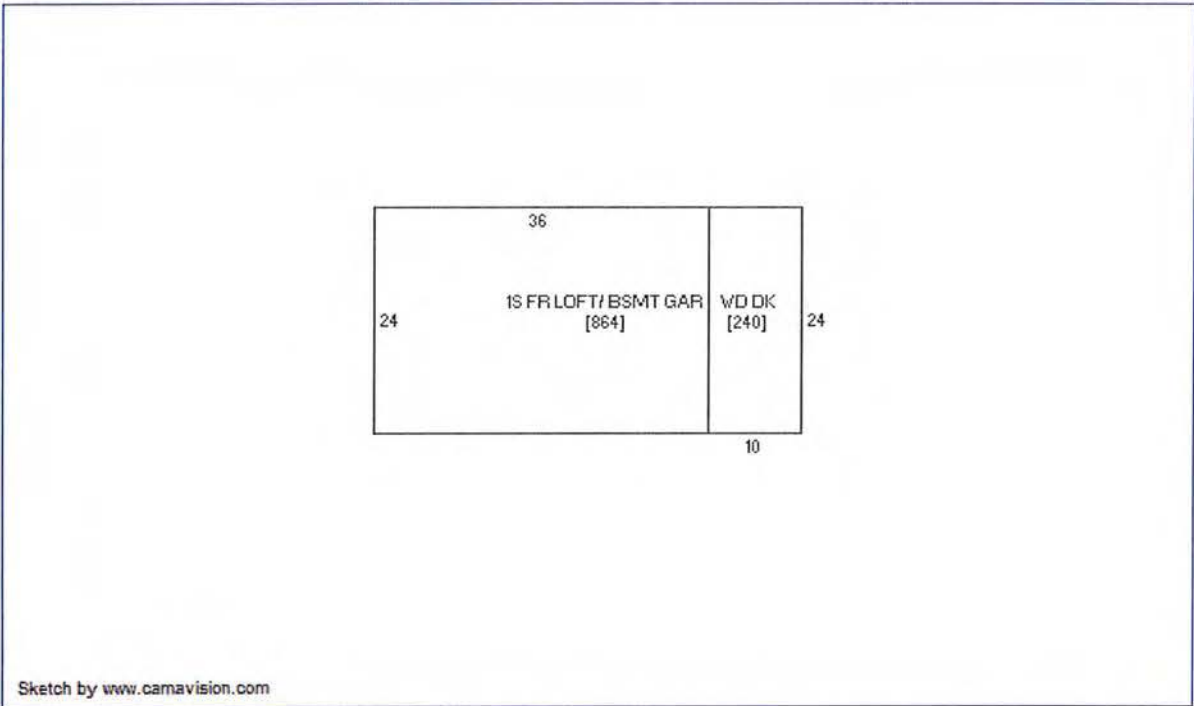
Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2013	March 2015	\$779	Yes	3/13/2015	6283
	September 2014	\$779	Yes	9/12/2014	
2012	March 2014	\$751	Yes	3/17/2014	6294
	September 2013	\$751	Yes	9/16/2013	
2011	March 2013	\$717	Yes	3/27/2013	6287
	September 2012	\$717	Yes	9/27/2012	
2010	March 2012	\$745	Yes	3/25/2012	6287
	September 2011	\$745	Yes	9/23/2011	

Photos



Sketches



Sketch by www.camavision.com

IMPORTANT NOTICE


All data posted is certified as of July 1, 2013

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose.

The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

Legal descriptions should be obtained from the County Auditor's office located at 620 Douglas, Sioux City, or by calling 712-279-6603. The legal descriptions shown on the property record card are merely abbreviated tax descriptions intended only to help identify the property.

Last Data Upload: 6/12/2015 6:07:09 AM



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The Schneider Corporation
www.schneidercorp.com

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#14

Date: June 8, 2015_____

Weekly Agenda Date: June 16, 2015_____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Jackie Smith, County Supervisor

SUBJECT: Sharing of Information among County Supervisors

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Action on procedures for sharing requested information with all County Supervisors.

EXECUTIVE SUMMARY When a Supervisor requests information from a County Employee, that information should be shared with each County Supervisor. All requests of information will be kept confidential (as internal drafts) prior to becoming agenda items. This will allow all Supervisors to be fully informed prior to voting on agenda items and give direction to department heads pertaining to release of information.

BACKGROUND:

FINANCIAL IMPACT: No fiscal impact.

RECOMMENDATION: Allow department heads to disseminate requested information (as an internal draft) to all County Supervisors

ACTION REQUIRED / PROPOSED MOTION: I would request an internal board policy on" sharing of requested information" be drafted and adopted by the Supervisors.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REC

#15

Date: June 12, 2015

Weekly Agenda Date: June 16, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: Open contract with McClure Engineering

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Approval of internal procedures for requesting services under McClure Engineering contract and for administrating the contract

EXECUTIVE SUMMARY: In order to both honor the ability of the Chairman to conduct day to day operations as approved by our rules and bylaws and fulfill the timely nature of economic development actions while not incurring additional costs above what was intended, the following motion is put forward.

BACKGROUND: The contract with McClure Engineering was approved for on-call services. The Chairman is the person to whom and by whom scheduling of services should be conducted as meetings have been called concerning planning, information, and development. Sometimes the nature of economic development remains embargoed or sensitive due to impending projects or land sale acquisitions. However, the Board has a fiduciary responsibility to not incur greater costs than they are comfortable with which may reach outside of what the Board deems to be mere "day to day operations." This appears to me to strike a reasonable balance.

FINANCIAL IMPACT: None

RECOMMENDATION: That the Board approve the following action in a subsequent meeting.

ACTION REQUIRED / PROPOSED MOTION: I move that the previously approved open contract with McClure Engineering be exercised at the discretion of the Chair up to \$10,000 in 90 day period except by approval of a Board majority. Furthermore, it shall be incumbent upon McClure Engineering to inform the Board Chair when charges are to be incurred and communicate back to the Board such anticipated charges. McClure Engineering will also be expected to invoice the county in a timely manner, e.g. 30 days from the date that services are completely rendered.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.



1360 NW 121st Street, Ste A
Clive, IA 50325
P 515.964.1229
F 515.964.2370

www.mecresults.com

NORTHWEST IOWA | DES MOINES METRO | EASTERN IOWA | SIOUXLAND REGION | LAKE OZARK, MISSOURI

June 4, 2015

Woodbury County Board of Supervisors
Attn: Mark Monson
620 Douglas St.
Sioux City, IA 51101

JUN 8 2015 PM1:41

Dear Mark,

I wanted to personally reach out and thank you for being a valued client of McClure Engineering Company. I have thoroughly enjoyed our many years of working together and I'm looking forward to many more.

I also wanted to let you know MEC recently merged with Trabue, Hansen & Hinshaw (THHinc), a civil and structural engineering firm in Columbia, Missouri. The expertise of this 22 person firm, combined with the MEC staff, puts our firm at about 100 engineers and support personnel.

THHinc is one of the engineering industry's most sought after structural engineering firms, and is known as one of the top three firms in the nation for structural engineering experience with cold-formed steel. We are excited to bring this area of expertise in-house and pleased to have them as part of the MEC family.

As we begin integrating THHinc into MEC, we all remain committed to our mission of building relationships with you to help you be successful in the eyes of your constituents.

I am excited to remain President & CEO of McClure Engineering Company, while Gene Hinshaw, previously President of Trabue, Hansen & Hinshaw, will become Market President for THHinc McClure in Missouri. Our Columbia office will operate as THHinc McClure for the next year or so, then we will change the name to McClure Engineering Company.

We are excited for the growth opportunities this merger creates for our staff and for the added resources we can offer you. Thank you for your trust and business! We look forward to the future.

Regards,

A handwritten signature in blue ink, appearing to read "Terry Lutz". The signature is fluid and cursive, with a large initial "T" and a long horizontal stroke.

Terry Lutz
President
McClure Engineering Company

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN FOR THE COMBINED FLOYD RIVER URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., June 16, 2015 in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 1 to the Amended and Restated Combined Floyd River Urban Renewal Plan for the Combined Floyd River Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 8th day of June, 2015



Lisa L. McCardle, City Clerk
City of Sioux City, Iowa

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN FOR THE COMBINED FLOYD RIVER URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on July 13, 2015 in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 1 to the Amended and Restated Combined Floyd River Urban Renewal Plan (the "Amended Plan") for the existing Combined Floyd River Urban Renewal Area ("Project Area").

A copy of Amendment No. 1 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 1 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing.

Specifically, the amendment addresses proposed economic development projects for Northern Valley Commercial Development (Northern Valley Associates, LLC) and Warehouse/Distribution Facility Land Purchase.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 8th day of June, 2015.



Lisa L. McCardle, City Clerk, Sioux City, Iowa

Publish in the Sioux City Journal June 27, 2015.

AMENDMENT NO. 1

**TO THE
AMENDED AND RESTATED
COMBINED FLOYD RIVER
URBAN RENEWAL PLAN**

**FOR THE
COMBINED FLOYD RIVER
URBAN RENEWAL AREA**

CITY OF SIOUX CITY, IOWA

AMENDMENT NO. 1

AMENDED AND RESTATED COMBINED FLOYD RIVER URBAN RENEWAL PLAN CITY OF SIOUX CITY, IOWA

The Amended and Restated Combined Floyd River Urban Renewal Plan ("Plan") for the Combined Floyd River Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted October 13, 1986, pursuant to Resolution No. 86/T-4985 and subsequent amendments to the same on April, 11, 1988, pursuant to Resolution No. 88/T-6349; October 6, 1997, pursuant to Resolution No. 97/U-5919, July 7, 2003, pursuant to Resolution No. 2003-0598; February 6, 2012, pursuant to Resolution 2012-0088; October 22, 2012, pursuant to Resolution 2012-0744; May 13, 2013, pursuant to Resolution 2013-0376; November 25, 2013, pursuant to Resolution No. 2013-0876; May 5, 2014, pursuant to Resolution No. 2014-0272; November 17, 2014, pursuant to Resolution No. 2014-0848; and April 27, 2015, pursuant to Resolution No. 2015-0305 and is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Combined Floyd River Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following new subsections (f) and (g) to Section G (2) is added to the Plan as follows:

G. Urban Renewal Projects

2. Development Agreements

- (f) The City is considering entering into a Development Agreement with a private Developer by which the City would, subject to the terms and conditions of a negotiated Development Agreement, purchase an existing warehouse/distribution facility to help facilitate the current owner's expansion into a larger facility in Sioux City. Cost of the proposed purchase along with closing and carrying costs is estimated to be \$450,000.
- (g) The City is considering entering into a Development Agreement with a private Developer, Northern Valley Associates, L.L.C., by which the City would, subject to the terms and conditions of a negotiated Development Agreement, sell land for commercial development and would provide costs associated with a road extension in conjunction with this development up to the amount of \$500,000 in exchange for a minimum assessment agreement.

DEBT

1.	July 1, 2014 constitutional debt limit:	\$193,629,706
2.	Outstanding general obligation debt:	\$127,815,349
3.	Proposed amount of indebtedness to be incurred: It is estimated that the cost of the proposed infrastructure and improvements as described above will be approximately as follows:	
	<ul style="list-style-type: none">• Northern Valley Commercial Development (Northern Valley Associates, L.L.C.)• Warehouse/distribution facility land purchase	<p style="margin: 0;">\$500,000</p> <p style="margin: 0;">\$450,000</p>

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 1 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., June 16, 2015 in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 8th day of June, 2015



Lisa L. McCardle, City Clerk
City of Sioux City, Iowa

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE
PROPOSED AMENDMENT NO. 1 TO THE AMENDED AND RESTATED
DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN
RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on July 13, 2015 in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 1 to the Amended and Restated Donner Park Urban Renewal Plan (the "Amended Plan") for the existing Donner Park Urban Renewal Area ("Project Area").

A copy of Amendment No. 1 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 1 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing.

Specifically, the amendment addresses proposed economic development projects for Sunnybrook Shopping Center Development and Donner Warehouse Development.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 8th day of June, 2015.



Lisa L. McCardle, City Clerk, Sioux City, Iowa

Publish in the Sioux City Journal June 27, 2015.

AMENDMENT NO. 1

**TO THE
AMENDED AND RESTATED
DONNER PARK
URBAN RENEWAL PLAN**

**FOR THE
DONNER PARK
URBAN RENEWAL AREA**

CITY OF SIOUX CITY, IOWA

AMENDMENT NO. 1

AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN CITY OF SIOUX CITY, IOWA

The Amended and Restated Donner Park Urban Renewal Plan ("Plan") for the Donner Park Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted December 7, 1987, pursuant to Resolution No. 87/T-6002 and subsequent amendments to the same on September 12, 1988, pursuant to Resolution No. 88/T-6760; June 10, 1991, pursuant to No. 91/T-9955; October 12, 1992, pursuant to Resolution No. 92/U-549; December 20, 1993, pursuant to Resolution No. 93/U-1656; December 19, 1994, pursuant to Resolution No. 94/U-2783; March 24, 1997, pursuant to Resolution No. 97/U-5267; August 24, 2009, pursuant to Resolution No. 2009-0679; September 13, 2010, pursuant to Resolution No. 2010-0670; December 10, 2012, pursuant to Resolution No. 2012-0842; May 13, 2013, pursuant to Resolution No. 2013-0377; November 25, 2013, pursuant to Resolution No. 2013-0877; May 5, 2014, pursuant to Resolution No. 2014-0273; September 8, 2014, pursuant to Resolution No. 2014-0665; December 22, 2014, pursuant to Resolution No. 2014-0939; and April 27, 2015, pursuant to Resolution No. 2015-0304 and is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Donner Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following new subsections (k) and (l) to Section E (1) is added to the Plan as follows:

E. Urban Renewal Projects

1. Development Agreements

(k) The City is considering entering into a Development Agreement with a private Developer, by which the City would, subject to the terms and conditions of a negotiated Development Agreement provide up to \$8,000,000 in the form of an Economic Development Grant for various road, utility, and other infrastructure improvements related to the further development of the Sunnybrook commercial/retail area in exchange for a Minimum Assessment Agreement on the development property.

(l) The City is considering entering into a Development Agreement with a private Developer, by which the City would, subject to the terms and conditions of a negotiated Development Agreement provide up to \$500,000 to the Developer in the form of a Tax Rebate Grant over the term of five years in exchange for a Minimum Assessment Agreement on the development property.

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

6:00 a.m.

6:00 p.m.

June, 2015

June 1, 2015		11
June 2, 2015	11	14
June 3, 2015	15	15
June 4, 2015	14	15
June 5, 2015	14	15
June 6, 2015	13	11
June 7, 2015	11	11
June 8, 2015	11	

The Center averaged 12.7 residents per day during the 6:00 a.m. head count and 13.1 during the 6:00 p.m. check for a weekly average of 12.9 residents per day during time.

Of the eleven juveniles detained on June 8, 2015, five or forty five percent were identified gang members. Of the five none were considered high risk members.

We were currently detaining two juveniles from Dakota County and five from the BIA.

Mark Olsen



Director
WCJDC
June 8, 2015