



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(OCTOBER 22, 2019) (WEEK 43 OF 2019)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov
Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov
Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov
Jeremy J. Taylor 333-1714 jtaylor@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 22, 2019 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.

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

AGENDA

4:00 p.m. Closed Session {Iowa Code Section 21.5 (1) (i)}
First Floor Boardroom

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

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

Consent Agenda

Items 3 through 7 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the October 15, 2019 meeting
4. Approval of claims
5. Board Administration – Karen James
a. Approval of lifting the tax suspension for B.P.
b. Approval of lifting the tax suspension for C.T.

6. Board Administration – Heather Satterwhite
Approval of Notice of Property Sale Resolution for parcel #894730281005 (aka 1904 W. 4th Street) for Tuesday, November 5th at 4:35 p.m.
7. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process

End Consent Agenda

- | | | |
|--------------------------------|---|--|
| | 8. County Sheriff – Dave Drew
Discussion and action on creating a new Sergeant position in the jail | Action |
| 4:45 p.m.
(Set time) | 9. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Public hearing on a proposed urban renewal plan amendment b. Approval of resolution 2019 Urban Renewal Plan Amendment for the Grow Woodbury County Urban Renewal Area c. Approval of the Urban Renewal Agreement for all cities in Woodbury County and authorize Chairman to sign | Action
Action
Action |
| | 10. SIMPCO – Dawn Kimmel
Regional Hazard Mitigation Plan update and notice of open period of public comment (October 28 – November 27 during SIMPCO hours of operation) | Information |
| | 11. Community & Economic Development – David Gleiser <ol style="list-style-type: none"> a. Approval to participate in the Community Partnership and Engagement program for the 2020 Census b. Approval to appoint the Community & Economic Development Director as the County Liaison for the 2020 Census c. Approval of a resolution in support of an accurate 2020 Census d. Authorize Chairman to sign 2020 Census Community Partnership and Engagement Program letter | Action
Action
Action
Action |
| | 12. Secondary Roads – Mark Nahra <ol style="list-style-type: none"> a. Consider approval of resolution to set load limits on county bridges b. Award quote for one 19,500 lb GVW cab chassis truck to Jensen Ford for \$47,808 c. Award the pickup truck quote for the ¾ ton 4-wheel drive pickup truck to Barry Motors for \$29,068 d. Award the pickup truck quote for the ¾ ton extended cab pickup truck to Knoefler Chevrolet for \$30,998 e. Award the quote for one 4WD tractor to S & S Equipment of Lawton, Iowa for \$66,500 | Action
Action
Action
Action
Action |
| | 13. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Accept D.A. Davidson as the Financial Advisor for the potential Justice Center project as recommended by Larry Golberg Architect, Dennis Butler, Finance Director and Kenny Schmitz, Building Superintendent b. Authorize chair to sign contract with D.A. Davidson after review by Board’s legal counsel c. Approval Engagement Agreement with Ahlers & Cooney Attorneys regarding potential Justice Center d. Approval for Chairman to sign agreement | Action
Action
Action
Action |
| | 14. Reports on Committee Meetings | Information |
| | 15. Citizen Concerns | Information |
| | 16. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MON., OCT. 21	2:00 p.m.	Rolling Hills Community Services Region Governance Board Meeting, Holstein, Iowa
THUR., OCT. 24	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
MON., NOV. 4	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
TUES., NOV. 5	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WED., NOV. 6	9:00 a.m.	Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
	10:30 a.m.	Loess Hills Alliance Stewardship Committee Meeting
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
	1:00 p.m.	Loess Hills Alliance Executive Meeting
THUR., NOV. 7	10:00 a.m.	COAD Meeting, The Security Institute
WED., NOV. 13	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	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
THUR., NOV. 14	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
	4:30 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED., NOV. 20	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	10:00 a.m.	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
THUR., NOV. 21	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
MON., NOV. 25	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
WED., NOV. 27	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., NOV. 28	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.

The following Boards/Commission have vacancies: Commission to Assess Damages - Category A, Category B, Category C and Category D

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.

OCTOBER 15, 2019, FORTY-SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, October 15, 2019 at 3:45 p.m. Board members present were De Witt, Taylor, Radig, Pottebaum and Ung. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget/Tax Analyst, Melissa Thomas, Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

1. Motion by Radig second by De Witt to go into closed session per Iowa Code Section 21.5(1)(i). Carried 5-0 on a roll-call vote.

Motion by Radig second by Taylor to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 5-0 on a roll-call vote.

The regular meeting was called to order at 4:30 p.m. with the Pledge of Allegiance to the Flag and a Moment of Silence.

2. Joyce VanHolland, Sioux City, expressed concerns to the Board.
3. Motion by Radig second by Taylor to approve the agenda for October 15, 2019. Carried 5-0. Copy filed.

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

4. To approve minutes of the October 8, 2019 meeting. Copy filed.
5. To approve the claims totaling \$2,301,658.12. Copy filed.
6. To receive the Auditor's Quarterly Report. Copy filed
7. Presentation of award certificate to Nicholas Nieman for blood donation. Copy filed.

Carried 5-0.

8. Motion by Radig second by Ung to receive the 2019 report of the weed commissioner. Copy filed.
- 9a. Motion by Taylor second by De Witt to receive the cab chassis truck quotes and return them to the county engineer for an award recommendation. Carried 5-0. Copy filed.
- 9b. Motion by Taylor second by Radig to receive the 4WD tractor quotes and return them to the county engineer for an award recommendation. Carried 5-0. Copy filed.
- 9c. Motion by Pottebaum second by Taylor to receive the pickup truck quotes and return them to the county engineer for an award recommendation. Carried 5-0. Copy filed.
10. The Board heard reports on committee meetings.
11. There were no citizen concerns.
12. Board concerns were heard.

The Board adjourned the regular meeting until October 22, 2019.

Meeting sign in sheet. Copy filed.

#5a

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Administrative Assistant
DATE: October 16, 2019
RE: Lifting of Tax Suspensions

Please lift the tax suspension for B.P. as this person is deceased.

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Administrative Assistant
DATE: October 16, 2019
RE: Lifting of Tax Suspensions

Please lift the tax suspension for C.T. as this property has been sold.

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcel #894730281005**

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

**Lot Two (2) in Block Twelve (12), Hornick's Addition to Sioux City, in the County of Woodbury and State of Iowa
(1904 W. 4th Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **5th Day of November, 2019 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **5th Day of November, 2019**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$752.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 22nd Day of October, 2019.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Brittany Lafuer Date: 6/22/18
Address: 319 Helmer St. Phone: 223-1207

Address or approximate address/location of property interested in:
1904 W. 4th St.

GIS PIN # 894730281005

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

Legal Description:
Lot 2 Block 12, Homicks Addition to
Sloux City, in the county of Woodbury and
State of Iowa

Tax Sale #/Date: #815 6/20/14 Parcel # 259875

Tax Deeded to Woodbury County on: 10/2/19

Current Assessed Value: Land \$7,100⁻ Building 0 Total \$7,100⁻

Approximate Delinquent Real Estate Taxes: \$306⁻

Approximate Delinquent Special Assessment Taxes: \$26,475⁻

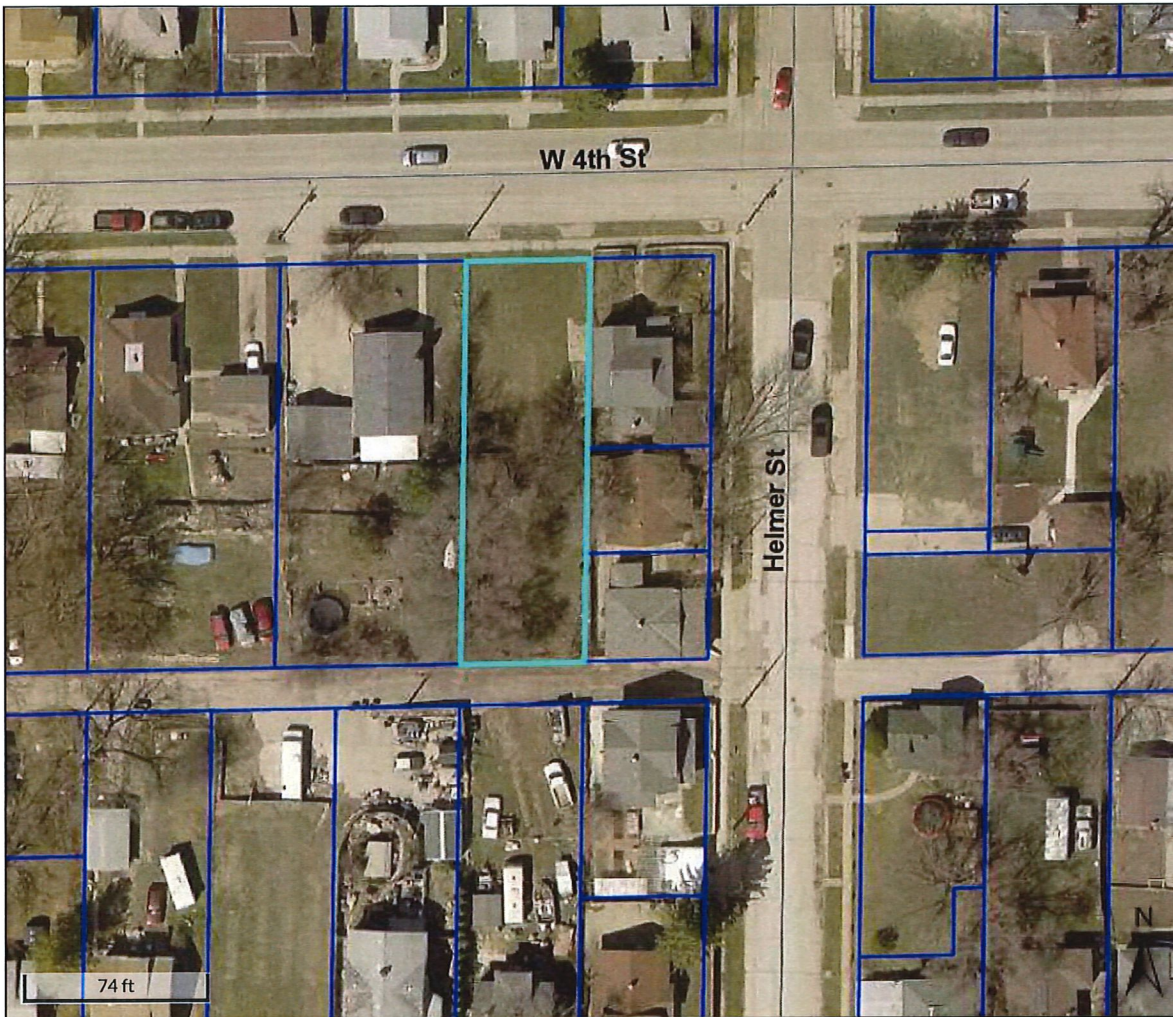
*Cost of Services: \$127⁻

Inspection to: Rocky De Witt Date: 6/25/18

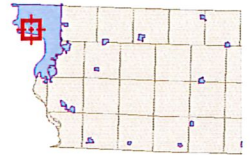
Minimum Bid Set by Supervisor: \$62500 PLUS COSTS (IF ANY) Cos: \$127

Date and Time Set for Auction: Tuesday, November 5th @ 4:35 Total: \$752⁻

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



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894730281005	Alternate ID	259875	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1904 W 4TH ST	Acreage	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HORNICKS LOT 2 BLK 12				
	(Note: Not to be used on legal documents)				

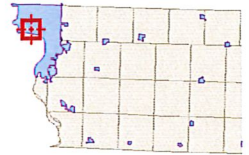
Date created: 10/15/2019
 Last Data Uploaded: 10/15/2019 9:22:14 AM



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894730281005	Alternate ID	259875	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1904 W 4TH ST	Acreage	n/a		SIOUX CITY 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HORNICKS LOT 2 BLK 12				
	(Note: Not to be used on legal documents)				

Date created: 10/15/2019
 Last Data Uploaded: 10/15/2019 9:22:14 AM

Developed by  Schneider
 GEOSPATIAL

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: October 22, 2019

* PERSONNEL ACTION CODE:

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

TO: **WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Tritz, Christopher	Juvenile Detention	10-23-19	P/T Youth Worker	\$19.30/hour		A	Job Vacancy Posted 8-7-19. Entry Level Salary: \$19.30/hour.
Young, Daniel	Secondary Roads	10-23-19	Motor Grader Operator	\$23.73/hour		A	Job Vacancy Posted 8-21-19. Entry Level Salary: \$23.73/hour.
Roos, Conner	County Sheriff	10-28-19	Civilian Jailer			S	Resignation.
Edmundson, Rachael	County Attorney	11-9-19	Asst. County Attorney	\$94,299/year	3%=\$3,172/yr	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 10 to Step 11.
McDermott, Deborah	County Treasurer	11-11-19	MV Clerk II	\$18.50/hour	5%=\$.88/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step2 to Grade 3/Step 3.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: *Melissa Thomas HR Director*

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County
FROM: Melissa Thomas, Human Resources Director
SUBJECT: Memorandum of Personnel Transactions
DATE: October 22, 2019

For the October 22, 2019 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. Juvenile Detention P/T Youth Worker, Appointment.
2. Secondary Roads Motor Grader Operator, Appointment.
3. County Sheriff Civilian Jailer, Resignation.
4. Assistant County Attorney, from Step 10 to Step 11.
5. County Treasurer MV Clerk II, from Grade 3/Step 2 to Grade 3/Step 3.

Thank you

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: October 22, 2019

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$19.86/hour		
Juvenile Detention	P/T Youth Worker	AFSCME: \$19.30/hour		

Chairman, Board of Supervisors



Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

16 October 2019

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a Correctional Officer position, on October 23rd, 2019. We request this be placed on the agenda for the Tuesday, October 22th, 2019, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "David Drew".

Dave Drew, Sheriff

Cc: file

From: Ryan Weber
Sent: Thursday, October 17, 2019 9:19 AM
To: Melissa Thomas <melissathomas@woodburycountyiowa.gov>
Subject: request

I am requesting to fill the part time female position that will be vacated by Haley Hines.

Ryan M. Weber

Director

Woodbury County Juvenile Detention Center

rweber@woodburycountyiowa.gov

Phone: (712) 279-6622

Fax: (712) 234-2900

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

Date: 10/17/19

Weekly Agenda Date: 10/22/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Dave Drew

WORDING FOR AGENDA ITEM:

Discussion and action on creating a new Sgts. position in the jail

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Sheriff's Office is working with the Rolling Hills Region on a new Jail Services Coordinator that would assist with the regions Alternative Coordinators. This was discussed with the board a few weeks prior.

BACKGROUND:

The Governance Board for the Rolling Hills Region meets on Oct. 21st to discuss this matter. Upon approval of their board, the Sheriff's Office is asking the BOS to approve a new Sgts. position in the jail that would replace Sgt. Alioth's position. This is being done due to Sgt. Alioth moving into a full time position as our new Jail Services Coordinator.

FINANCIAL IMPACT:

Between \$6000 and \$12,000 depending on what Rolling Hills approves.

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

Yes No

RECOMMENDATION:

Approve the new position

ACTION REQUIRED / PROPOSED MOTION:

Create a new Sgt. position that does not require a new body to be hired.

APPROVE 2019 AMENDMENT TO
URBAN RENEWAL PLAN GROW
WOODBURY COUNTY URBAN
RENEWAL AREA

424093-19

Sioux City, Iowa

October 22, 2019

The Board of Supervisors of Woodbury County, Iowa, met on October 22, 2019, at 4:45 o'clock, p.m., at the Woodbury County Courthouse, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment. The Chairperson presided and the roll being called the following members of the Board were present and absent:

Present: _____

Absent: _____

It was reported that notice of the intention of the Board to conduct a public hearing on the 2019 Amendment to the urban renewal plan for the Grow Woodbury County Urban Renewal Area had been published according to law and as directed by the Board and that this is the time and place at which the Board shall receive oral or written comments from any resident or property owner of the County. All written statements and evidence heretofore filed were reported to the Board.

The following named persons presented statements, or evidence; filed written statements; or presented other exhibits:

Dr. Rod Earleywine, Sergeant Bluff-Luton Superintendent of Schools

There being no further comments or evidence offered, the Chairperson announced the hearing closed.

Supervisor _____ moved the adoption of a resolution entitled “A Resolution to Approve 2019 Urban Renewal Plan Amendment for the Grow Woodbury County Urban Renewal Area”, seconded by Supervisor _____. After due consideration, the Chairperson put the question on the motion and the roll being called, the following named Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

A resolution to approve 2019 Urban Renewal Plan Amendment for the Grow Woodbury County Urban Renewal Area

WHEREAS, the Board of Supervisors of Woodbury County, Iowa (the “County”) has created the Grow Woodbury County Urban Renewal Area (the “Urban Renewal Area”) and has approved an urban renewal plan for the Urban Renewal Area; and

WHEREAS, Chapter 403 of the Code of Iowa requires that, before a county approves any new urban renewal project, or adds property to an urban renewal area, a county must amend the existing urban renewal plan to include that new project or new property; and

WHEREAS, an amendment to the urban renewal plan for the Urban Renewal Area (the “2019 Amendment”) has been prepared, which describes an urban renewal project consisting of improvements to all right-of-way of County Roads, bridges and culverts to be financed with Urban Renewal Tax Increment Revenue Bonds or Notes in the maximum amount of \$10,000,000; and

WHEREAS, notice of a public hearing by the Board on the proposed 2019 Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Board has conducted said hearing; and

WHEREAS, copies of the 2019 Amendment, notice of public hearing and notice of a consultation meeting with respect to the 2019 Amendment were sent to the Sergeant Bluff-Luton Community School District, the consultation meeting was held; comments were received from the Superintendent of the School District and a response was submitted on behalf of the County; and

WHEREAS, the Iowa Urban Renewal Law provides that a county may exercise urban renewal powers, with respect to property that is located within two miles of the boundary of any city, including using incremental property tax revenues to improve public property, only if the county and city have entered into a joint agreement in which the city acknowledges that the county may implement its urban renewal powers within this designated area; and

WHEREAS, an Urban Renewal Agreement (the “Urban Renewal Agreement”) has been prepared for consideration by each city in the County, pursuant to which each city would agree to the exercise by the County of its urban renewal powers to improve County roads, bridges and culverts located within two miles of each city’s boundaries;

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

Section 1. It is hereby determined by this Board as follows:

A. The 2019 Amendment conforms to the general plan of the County.

B. Constructing improvements to County Roads, bridges and culverts as described in the 2019 Amendment is necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 2. The 2019 Amendment, in the form attached to this Resolution and made a part hereof, is hereby in all respects approved, subject to action by each city in the County to enter into the Urban Renewal Agreement.

Section 3. The Urban Renewal Agreement, in the form attached to this Resolution and made a part hereof, is hereby approved, and the Chairperson and County Auditor are hereby authorized to execute copies of the Urban Renewal Agreement on behalf of the County, and a copy of the executed Urban Renewal Agreement, along with a copy of the 2019 Amendment, shall be submitted to each city in the County for consideration by each city council.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved October 22, 2019.

Chairperson

Attest:

County Auditor

**2019 AMENDMENT
URBAN RENEWAL PLAN
GROW WOODBURY COUNTY URBAN RENEWAL AREA
October, 2019**

The Urban Renewal Plan for the Grow Woodbury County Urban Renewal Area is being amended at this time in order to add certain County property to the Area and to describe an urban renewal project that will be financed with increment property tax revenues.

The County proposes to undertake a project consisting of improvements to all right-of-way of County Roads, as well as to related bridges and culverts. The project is expected to take up to five years to complete, and will be financed with the issuance of Urban Renewal Tax Increment Revenue Bonds or Notes in the maximum amount of \$10,000,000.

All right-of-way of County Roads and related bridges and culverts is being added to the Urban Renewal Area by this Amendment. A complete description of the right-of-way and related bridges and culverts is on file in the office of the County Finance Controller.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the County	\$7,152,887
Constitutional debt limit of the County:	\$377,328,370
Proposed amount of tax increment rebate payments:	\$10,000,000

* * * * *

Upon motion and vote, the meeting adjourned.

Chairperson

Attest:

County Auditor

STATE OF IOWA
WOODBURY COUNTY

SS:

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Auditor of Woodbury County, and that as such I have in my possession or have access to the complete records of the County and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the records relating to the action taken by the Board of Supervisors preliminary to and in connection with approving the 2019 Amendment to the urban renewal plan for the Grow Woodbury County Urban Renewal Area.

WITNESS MY HAND this ___ day of _____, 2019.

County Auditor

October 16, 2019

Dennis Butler and David Gleiser
Woodbury County Courthouse
620 Douglas
Sioux City, Iowa 51101

Re: 2019 Amendment to Grow Woodbury County Urban Renewal Area/Roads
Our File No. 424093-19

Dear Dennis and David:

I have prepared proceedings for use by your Board on October 22, to hold a public hearing and adopt a resolution to approve the 2019 Amendment to the urban renewal plan for the Grow Woodbury County Urban Renewal Area.

A copy of the 2019 Amendment is included in the Resolution.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Sincerely,

Robert E. Josten

Sergeant Bluff-Luton Community School District

Dr. Rod Earleywine, Superintendent
201 Port Neal Rd.
Sergeant Bluff, IA 51054

Phone: 712-943-4338
Fax: 712-943-1131
Email: earlerod@sblschools.com

Date: Oct. 10, 2019

To: Woodbury County Board of Supervisors

From: Dr. Rod Earleywine, Sergeant Bluff-Luton Superintendent of Schools

RE: Written recommendations concerning regarding the 2019 amendment to the Urban Renewal Plan for Grow Woodbury County Urban Renewal Area

Representatives of the Sergeant Bluff-Luton CSD attended the meeting to discuss the amendment on October 3, 2019; no one else attended. State law gives the right to make written recommendations concerning the plan. According to the *Legislative Guide To Urban Renewal And Tax Increment Financing*, tax increment financing is a method whereby a portion of the property taxes levied by all taxing authorities within a tax increment financing district (urban renewal area) are reallocated to the municipality that is undertaking the urban renewal project.

Our understanding is that Woodbury County plans to TIF future assessed value of CF Industries and use the revenue for two purposes:

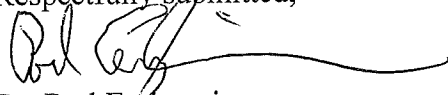
- 1) Undertake a project consisting of improvements to all right-of-way of County Roads, as well as related bridges and culverts
- 2) Provide tax relief

It is our understanding from the meeting that ALL the roads in Woodbury County will receive much needed improvements through this plan. However, only the taxable valuation from ONE taxing district will be used to fund the entire project. We believe that ALL NEW taxable valuation from ALL taxing districts should be used to fund the project. We realize the majority of the new taxable valuation of the in the entire County will come from CF Industries, but we also realize not ALL of the new valuation will come from CF Industries. Sergeant Bluff-Luton CSD believes that our taxable valuation is being "singled out" to be used to fund this project and that it would a better solution to expand the TIF to all of the taxing districts within Woodbury County. From our perspective the TIF revenue will be used for rural roads throughout the county, mostly paid for by the Sergeant Bluff-Luton CSD taxpayers.

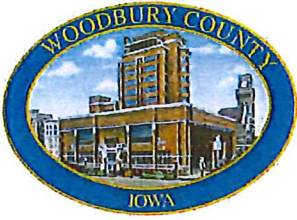
How does the county intend to use the 50% that goes to property tax relief? Will this be used to lower the countywide general fund rate or the rural services rate, or both? It seems like the county is taking school district tax revenue and using it to lower taxes on

everyone throughout the county, or on all rural taxpayers throughout the county. The 50% tax relief is simply shifting the tax burden from several taxing districts to one taxing district. It is difficult to understand how providing tax relief to taxpayers outside of the taxing district meets the intended purposes of TIF. TIF is intended to be a financing tool in which cities and counties invest in utilities, roads or tax rebates to incentivize private developers to build in blighted or underused areas in hopes of inspiring private investment, jobs and ultimately a larger tax base.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rod Earleywine", with a long horizontal flourish extending to the right.

Dr. Rod Earleywine
Superintendent of Schools



**WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT**

620 DOUGLAS STREET – SIOUX CITY, IA 51101

David Gleiser · Director · dgleiser@woodburycountyia.gov

Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyia.gov

Dawn Norton · Sr. Clerk · dnorton@woodburycountyia.gov

Telephone (712) 279-6609 Fax (712) 279-6530

Dr. Rod Earleywine, Superintendent
Sergeant Bluff-Luton Community School District
201 Port Neal Rd.
Sergeant Bluff, IA 51054

October 16, 2019

RE: Response to the Sergeant Bluff-Luton Community School District (SBL CSD) addressing their written recommendations regarding the 2019 amendment to the Urban Renewal Plan for the Grow Woodbury County Urban Renewal Area

Dr. Earleywine,

On behalf of the Woodbury County Board of Supervisors, I thank you for attending the 10/3/19 consultation meeting to discuss the proposed 2019 amendment to the Urban Renewal Plan for the Grow Woodbury County Urban Renewal Area (GWC URA), and for providing your written recommendations concerning such actions via your letter dated 10/10/19. Please be assured these concerns will be further reviewed and taken into consideration by the Board of Supervisors during the public hearing scheduled for this urban renewal plan amendment set for October 22nd, 2019, at 4:45 PM in the basement board room of the Woodbury County Courthouse (620 Douglas Street).

After reviewing your written recommendations, I offer the following information to help address your concerns as it relates to the proposed amendment and associated use of TIF funds:

- The SBL CSD taxpayers are not the only taxing district funding the project. The funding breakdown for the project in its 1st year is as follows:
 - \$910,000 (TIF funds)
 - \$300,000 (Secondary Roads funds)
 - \$400,000 (General funds)
- We have and will continue to carefully consider and evaluate the boundaries of the Grow Woodbury County Urban Renewal Area and its respective TIF district.
- In FY18/19, there was \$61,031,908 of increment available from GWC URA/TIF District. After servicing the debt from existing urban renewal plan projects (such as the nearly \$1 million investment in Sergeant Bluff for the Dogwood Trail road project and the Sergeant Bluff Industrial Park), Woodbury County released \$30,966,785 (51%) back to the overall tax base via the normal formulary apportionment.
- The amendment as proposed, does not plan to use 100% of the increment available, and the Board of Supervisors is committed to their fiduciary responsibility of releasing such funds in the absence of an urban renewal project(s)/debt service.

Thank you again for representing the SBL CSD and bringing forth your recommendations. Should you have any additional questions or comments, please feel free to contact myself or Dennis Butler directly by calling (712) 279-6525.

Sincerely,

David Gleiser

Funding Proposal for Secondary Road Gravel CIP Project

Project: Purchase of approximately 2,000,000 tons of Gravel

Funds Needed: \$10,000,000

Method: G.O. Bond Issue

Interest Projection: 3.00%

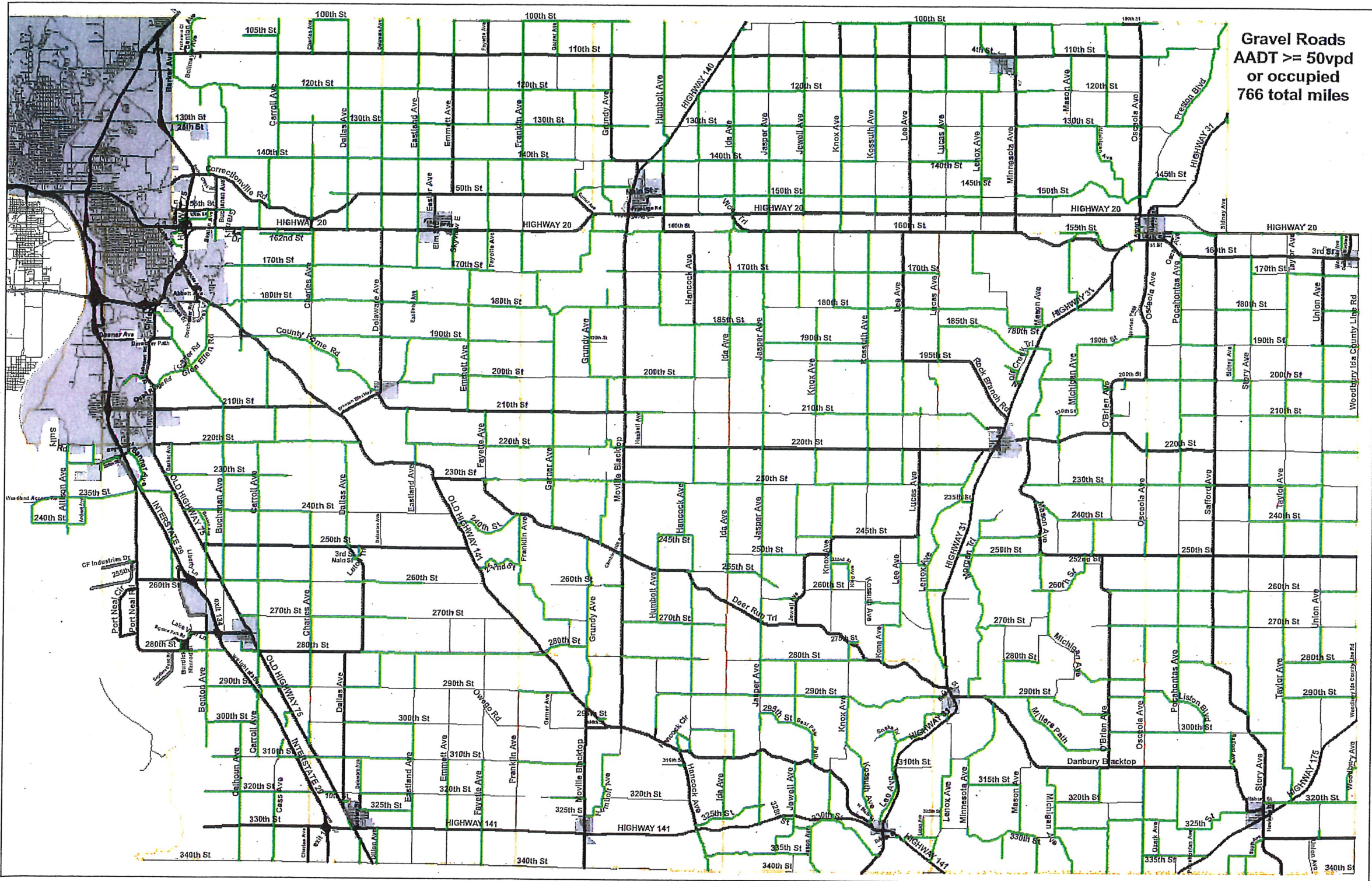
Payback: Over 10 years with principal starting on June 1, 2021.
Interest Payable starting December 1, 2019 and June 1, 2020, with interest payments on the first of December and June for the duration of the loan.

Following is the Schedule and Funding of the 10 Year G.O. Bond

	Payment Date	Interest	Principal	Total by FY	Funding					
					Secondary Roads	New CF TIF Revenues	Additional TIF 50%	50% Tax Relief Share	Transfer From Gen. Basic	Property Taxes
FY 20	12/1/2019	150,000								
	6/1/2020	150,000		300,000	300,000					
FY 21	12/1/2020	150,000								
	6/1/2021	150,000	1,000,000	1,300,000	300,000	113,043	204,502	203,360	479,095	-
FY 22	12/1/2021	135,000								
	6/1/2022	135,000	1,000,000	1,270,000	300,000	393,078	204,502	203,360	169,060	-
FY 23	12/1/2022	120,000								
	6/1/2023	120,000	1,000,000	1,240,000	300,000	819,207	120,793	-	-	-
FY 24	12/1/2023	105,000								
	6/1/2024	105,000	1,000,000	1,210,000	300,000	910,000	-	-	-	-
FY 25	12/1/2024	90,000								
	6/1/2025	90,000	1,000,000	1,180,000	300,000	880,000	-	-	-	-
FY 26	12/8/2025	75,000								
	6/8/2026	75,000	1,000,000	1,150,000	300,000	850,000	-	-	-	-
FY 27	12/7/2026	60,000								
	6/7/2027	60,000	1,000,000	1,120,000	300,000	820,000	-	-	-	-
FY 28	12/5/2027	45,000								
	6/5/2028	45,000	1,000,000	1,090,000	300,000	790,000	-	-	-	-
FY 29	12/3/2028	30,000								
	6/3/2029	30,000	1,000,000	1,060,000	300,000	760,000	-	-	-	-
FY 30	12/1/2029	15,000								
	6/1/1930	15,000	1,000,000	1,030,000	300,000	730,000	-	-	-	-
Total		1,950,000	10,000,000	11,950,000	3,300,000	7,065,328	529,797	406,720	648,155	-

To generate \$500,000 in TIF revenues would take \$25,000,000 in taxable TIF revenue per year.

Gravel Roads
AADT \geq 50vpd
or occupied
766 total miles



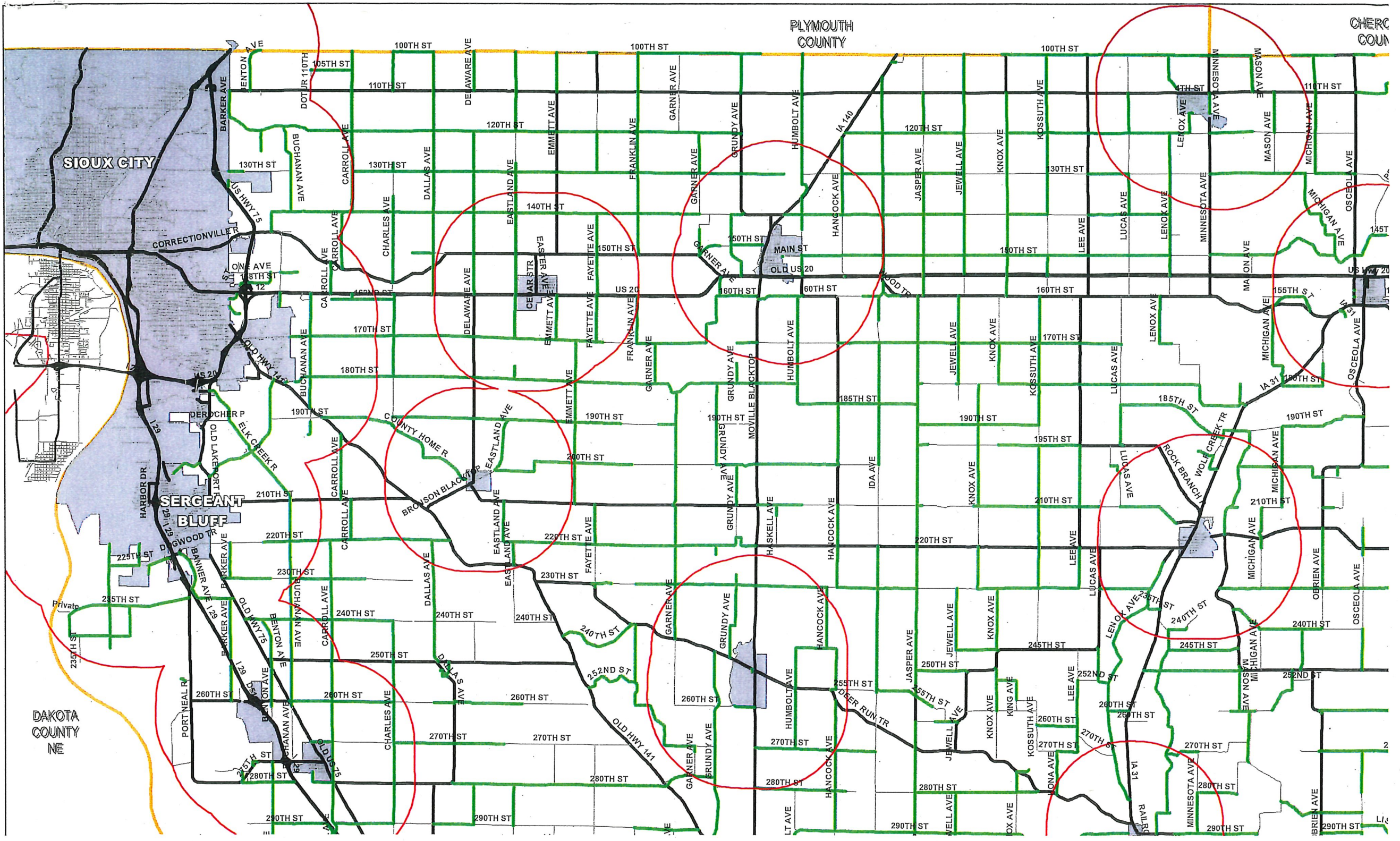
PLYMOUTH COUNTY

CHEROKEE COUNTY

SIoux CITY

SERGEANT BLUFF

DAKOTA COUNTY NE



URBAN RENEWAL AGREEMENT

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, counties have certain urban renewal powers; and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a county may exercise urban renewal powers with respect to property which is located within two miles of the boundary of a city only if the county and city have entered into a joint agreement with respect to such exercise of powers; and

WHEREAS, the Board of Supervisors of Woodbury County (the "County") has begun the statutory process related to adopting an urban renewal plan amendment for the County's Grow Woodbury County Urban Renewal Area (the "Urban Renewal Area") that would add all portions of County road right-of-way to the Urban Renewal Area, so that the County could qualify to spend incremental property tax revenues generated within the Urban Renewal Area for improvements to County roads and related bridges and culverts during the next five years; and

WHEREAS, a portion of the County road right-of-way that is proposed to be added to the Urban Renewal Area is located within two miles of the boundary of the City of Sioux City, Iowa (the "City"); and

WHEREAS, the Board of Supervisors of the County has requested that the City enter into an agreement in order to enable the County to exercise urban renewal powers and spend incremental property tax revenues to improve County roads and related bridges and culverts within this two-mile area; and

WHEREAS, a copy of the County's proposed 2019 Amendment to the urban renewal plan for the Grow Woodbury County Urban Renewal Area, including a list of all County road right-of-way and a map showing each city in the county, is attached to this Agreement as Exhibit A;

NOW, THEREFORE, it is agreed by the County and the City as follows:

Section 1. The County may exercise urban renewal powers pursuant to Chapter 403 of the Code of Iowa and spend incremental property tax revenues to improve County roads and related bridges and culverts that are located within two miles of the boundary of the City.

Section 2. This Agreement shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective following approval by the governing bodies and execution by the appropriate officials of the County and the City.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairperson of its Board of Supervisors and attested by its County Auditor, and the City has caused this Agreement to be executed by its Mayor and attested by its City Clerk, as of the dates shown opposite their respective signatures below.

WOODBURY COUNTY, IOWA

By _____
Chairperson, Board of Supervisors

Attest:

County Auditor

Date: _____

CITY OF _____, IOWA

By _____
Mayor

Attest:

City Clerk

Date: _____

EXHIBIT A
2019 Amendment to urban renewal plan for Grow Woodbury County Urban Renewal Area

2019 AMENDMENT
URBAN RENEWAL PLAN
GROW WOODBURY COUNTY URBAN RENEWAL AREA
October, 2019

The Urban Renewal Plan for the Grow Woodbury County Urban Renewal Area is being amended at this time in order to add certain County property to the Area and to describe an urban renewal project that will be financed with increment property tax revenues.

The County proposes to undertake a project consisting of improvements to all right-of-way of County Roads, as well as to related bridges and culverts. The project is expected to take up to five years to complete, and will be financed with the issuance of Urban Renewal Tax Increment Revenue Bonds or Notes in the maximum amount of \$10,000,000.

All right-of-way of County Roads and related bridges and culverts is being added to the Urban Renewal Area by this Amendment. A complete description of the right-of-way and related bridges and culverts is on file in the office of the County Finance Controller.

The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Outstanding general obligation debt of the County	\$7,152,887
Constitutional debt limit of the County:	\$377,328,370
Proposed amount of tax increment rebate payments:	\$10,000,000

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

#10

Date: 09/18/2019 Weekly Agenda Date: 10/22/2019

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Project Lead, SIMPCO

WORDING FOR AGENDA ITEM:

Regional Hazard Mitigation Plan update and notice of open period of public comment (October 28 - November 27 during SIMPCO hours of operation)

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Project Lead Dawn Kimmel will provide an update on the Regional Hazard Mitigation Plan for Woodbury County. Included in formation will be the information regarding the open period for Public Comment.

BACKGROUND:

the County of Plymouth County, on behalf of Woodbury, Cherokee, Ida, Monona and Plymouth counties, contracted SIMPCO to complete a Regional Hazard Mitigation Plan to replace each county's existing County Multi-Jurisdiction Hazard Mitigation Plan. With the deadline of May, 2020 for adoption by each jurisdiction, the Plan will be submitted for review by Iowa Dept of Homeland Security in November.

FINANCIAL IMPACT:

Woodbury County signed in agreement with Plymouth County to pay 20% of the local match of the project amounting to \$6001. SIMPCO's submits quarterly invoices to Plymouth Co. Plymouth County invoices participating Counties based on the amount of time committed per county per quarter.

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

Request that County Chair pronounce specified dates opening and closing perion for public comment, being October 28 - November 27, 2019. The plan will be available online through the SIMPCO webpage and available for review in person at SIMPCO during posted hours of operation. Notice will be published in local and regional newspapers and via jurisdictional posting locations.

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

Date: 10/15/19 Weekly Agenda Date: 10/22/19

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

WORDING FOR AGENDA ITEM:

2020 Census Community Partnership and Engagement Program

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Board will receive a presentation on the 2020 Census Community Partnership and Engagement Program and determine the county's participation.

BACKGROUND:

The U.S. Constitution (Article 1, Section 2) requires a headcount every 10 years, of everyone residing in the United States. As federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data, it is imperative for Woodbury County to coordinate and collaborate with Census staff to ensure an accurate count for the 2020 Census.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Woodbury County should participate in the Community Partnership and Engagement program for the 2020 Census.

ACTION REQUIRED / PROPOSED MOTION:

Motion to participate in the Community Partnership and Engagement program for the 2020 Census.

2020 Census

Community Partnership and Engagement Program (CPEP)

Chicago Region



Arkansas

Illinois

Indiana

Iowa

Michigan

Minnesota

Missouri

Wisconsin

2020 Census

A Constitutional Mandate

The **U.S. Constitution** (Article 1, Section 2) requires a headcount every 10 years, of everyone residing in the United States.

- All 50 states, Puerto Rico, Washington DC, and Island areas
- People of all ages, races, ethnic groups, citizens, and noncitizens

The Next Census Occurs in 2020!



2020 Census

Democracy & Funding

Legislative Representation
is redetermined through
Apportionment

\$675 Billion will be
distributed annually based
on Census information



2020 Census

Goal of the Partnership Program

*Work with local partners to **Engage, Educate and Encourage** participation in the 2020 Census by those who are less likely to self respond and who are known to be hard to count.*

The 2020 Census succeeds through partnerships with:

- Tribal Governments
- State Governments
- County and Municipal Governments
- Community Organizations
- Faith-based Institutions
- Schools/Colleges
- Businesses
- Local Media
- Philanthropy



2020 Census

State Complete Count Commissions

New for 2020!

- **Organized** by governor's office or State Data Center
- Formed by **executive order** or by legislation
- Governor **appoints members** of the commission
- Commission organizes outreach efforts for **entire state**, provides guidance, resources and support for census implementation.



2020 Census

Complete Count Committees (CCCs)

- Organized at the **county, municipal, or community** level
- Formed by local, official **proclamation** or passage of **ordinance**
- Members appointed by the **Highest Elected Official** (HEO)
- Committee organizes **local outreach efforts**
- Provides **leadership/support** for participation



2020 Census

CCCs Purpose and Influence

- Assist Census Bureau to meet the goal of a **timely, accurate and cost-effective** census count.
- Act as 2020 Census **Champions**
- Provide **“trusted voices”** as Census Ambassadors.



2020 Census

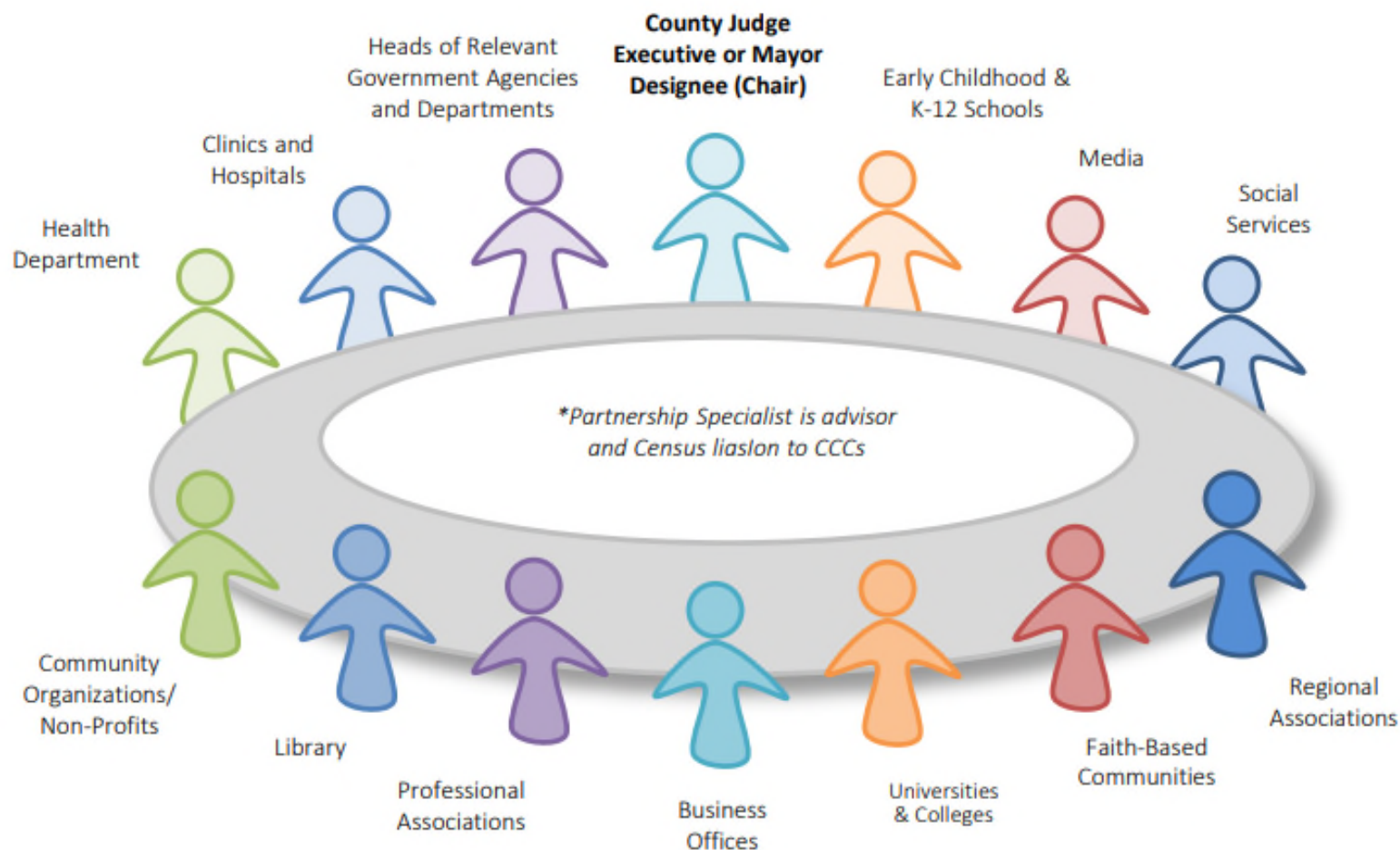
CCCs Objectives

- **Monitor** census participation
- Target **outreach efforts** in low response rate areas
- Marshall **resources** to support Complete Count goals
- Collaborate with Regional Director and Partnership Specialists for **training and support**



2020 Census

Who Should be Included on a CCC



2020 Census

Sample Topics for the CCCs

- How to reach **specific audiences**, such as Millennials, students, Seniors, businesses, and faith-based communities
- How to help **recruit** for Census Jobs
- How to use and engage with **Media & Social Media**
- How to **share, reinforce, and localize** the Census message



2020 Census

Hard-To-Count (HTC) Demographics

- Children (under 5yrs)
- College Students
- Farm Workers
- Homeless
- Immigrants
- Language Constrained
- Millennials
- Minorities
- People Living in Poverty
- People with Disabilities
- Refugees
- Renters
- Snowbirds
- Senior Citizens
- Veterans
- Young Adults (18-24yrs)



2020 Census

New Construction

Once a decade, a voluntary opportunity for governments to submit addresses with city style mailing addresses for units constructed after **LUCA** that will be closed to the elements (i.e., basic construction completed) by census day.

This only applies to governments that will receive decennial census questionnaires by mail.



2020 Census

Operational Schedule / Key Milestones

2019	<i>January</i>	Area Census Offices Begin Opening Complete Count Committees Begin Activities
	<i>August</i>	In-Field Address Canvassing Starts
2020	<i>February</i>	Begin Group Quarters Operations
	<i>End of March</i>	Self-Response Period Begins
	<i>End of March-July</i>	Begin Field Enumeration (in Selected Areas)
	<i>April 1</i>	2020 Census Day!
	<i>Late April - August</i> <i>December 31</i>	Conduct Nonresponse Follow-Up (NRFU) Deliver Apportionment Counts to President
2021	<i>April 1</i>	Deliver Redistricting Counts to States

2020 Census

CCC Key Communication Phases

*Local governments and community leaders participate in activities highlighting that the 2020 Census is **fast approaching** and it is easy, important and safe.*

Gear Up Phase	Now – Fall 2019
Engage Phase	Nov – Dec 2019
Educate Phase	Feb 2020
Encourage Phase	Mar – May 2020
Remind Phase	May – Jul 2020
Thank You Phase	Start Jul 2020



2020 Census

Critical Next Steps

- Appoint Census Liaison (CED Director)
- Approve resolution to support census efforts
- Formalize partnership with letter to Regional Director
- Establish a CCC/Request CCC Training
- Determine ways to partner for 2020 Census
- Help with recruiting for census jobs



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

Date: 10/15/19 Weekly Agenda Date: 10/22/19

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

WORDING FOR AGENDA ITEM:

Appointment of 2020 Census Liaison

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to appoint a County Liaison for the 2020 Census.

BACKGROUND:

The U.S. Constitution (Article 1, Section 2) requires a headcount every 10 years, of everyone residing in the United States. As federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data, it is imperative for Woodbury County to coordinate and collaborate with Census staff to ensure an accurate count for the 2020 Census.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Appoint the Community & Economic Development Director as the County Liaison for the 2020 Census.

ACTION REQUIRED / PROPOSED MOTION:

Motion to appoint the Community & Economic Development Director as the County Liaison for the 2020 Census.

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

Date: 10/15/19 Weekly Agenda Date: 10/22/19

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

WORDING FOR AGENDA ITEM:

Approval of a Resolution in Support of an Accurate 2020 Census

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to approve a resolution in support of the 2020 Census.

BACKGROUND:

The U.S. Constitution (Article 1, Section 2) requires a headcount every 10 years, of everyone residing in the United States. As federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data, it is imperative for Woodbury County to coordinate and collaborate with Census staff to ensure an accurate count for the 2020 Census.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the resolution.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Resolution in Support of the 2020 Census.

WOODBURY COUNTY, IOWA
RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF AN ACCURATE 2020 CENSUS

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a complete count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the Woodbury County Board of Supervisors is committed to ensuring every resident is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing; and

WHEREAS, census data helps determine how many seats each state will have in the U.S. House of Representatives and are necessary for an accurate and fair redistricting of state legislative seats, county and city councils, and voting districts; and

WHEREAS, information from the 2020 Census and American Community Survey is vital for economic development and increased employment; and

WHEREAS, the information collected by the census is confidential and protected by law; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our residents; and

WHEREAS, the 2020 Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count; and

WHEREAS, Woodbury County is committed to partnering with the U.S. Census Bureau and desires to establish a Complete Count Committee to bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons in our County;

NOW, THEREFORE IT BE RESOLVED BY THE BOARD OF SUPERVISORS THAT WOODBURY COUNTY does hereby demonstrate its full support for the 2020 Census and will:

1. Support the goals for the 2020 Census and disseminate 2020 Census information;
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;

3. Provide Complete Count Committee members and Census advocates to speak to County and Community Organizations;
4. Support census takers as they help our County complete an accurate count; and,
5. Strive to achieve a complete and accurate count of all persons within our County.

Dated this 22nd day of October 2019.

WOODBURY COUNTY BOARD OF
SUPERVISORS

Keith Radig, Chairman

Jeremy Taylor, Vice Chairman

Rocky DeWitt

Marty Pottebaum

Matthew Ung

ATTEST:

Patrick Gill, County Auditor

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

#11d

Date: 10/15/19 Weekly Agenda Date: 10/22/19

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

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign 2020 Census Community Partnership and Engagement Program Letter

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to authorize the Chairman to sign a letter in support of the 2020 Census.

BACKGROUND:

The U.S. Constitution (Article 1, Section 2) requires a headcount every 10 years, of everyone residing in the United States. As federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data, it is imperative for Woodbury County to coordinate and collaborate with Census staff to ensure an accurate count for the 2020 Census.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Authorize the Chairman to sign the letter.

ACTION REQUIRED / PROPOSED MOTION:

Motion to authorize the Chairman to sign the 2020 Census Community Partnership & Engagement Program Letter.



OFFICE OF
WOODBURY COUNTY BOARD OF SUPERVISORS

Courthouse • Room 104
620 Douglas Street – Sioux City, Iowa 51101

Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

KEITH RADIG
CHAIRMAN

JEREMY TAYLOR
VICE CHAIRMAN

ROCKY DEWITT

MARTY POTTEBAUM

MATTHEW UNG

BOARD ADMINISTRATIVE COORDINATOR
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

Ms. Marilyn A. Sanders
Regional Director
U.S. Census Bureau
Chicago Regional Office
1111 W. 22nd Street, Suite 400
Oak Brook, IL 60523-1918

RE: 2020 Census Community Partnership & Engagement Program (CPEP) and
Complete Count Committee (CCC)

Ms. Sanders,

On behalf of the Woodbury County Board of Supervisors, I am pleased to provide Woodbury County's formal commitment to ensuring a successful 2020 Census by participating in the U.S. Census Bureau Community Partnership & Engagement Program, and by establishing a Complete Count Committee in Woodbury County, Iowa.

Attached is a copy of Resolution No.____, passed by the Woodbury County Board of Supervisors on the 22nd day of October 2019, which resolves our support for 2020 Census outreach, assistance, and promotion efforts.

We appreciate your partnership, and we look forward to assisting the U.S. Census Bureau during the upcoming 2020 Census.

Sincerely,

Keith Radig
Chairman

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

Date: 10/17/2019 Weekly Agenda Date: 10/22/2019

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

WORDING FOR AGENDA ITEM:

Consider approval of resolution to set load limits on county bridges.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

County bridges are inspected every two years at a minimum, more frequently if needed. Structural calculations have determined that the listed bridges can not carry legal truck loads.

BACKGROUND:

Annual bridge inspections have been completed for 2019. Several bridges were found to have deteriorated during the current inspection interval. Structural calculations performed on these bridges determined that these bridges can no longer carry legal semi and truck loads. They must be posted for reduced load ratings.

FINANCIAL IMPACT:

Financial impact is limited to the cost of installing four signs to notify trucks of the weight limits. This costs the county approximately \$800 for all signs.

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

Yes No

RECOMMENDATION:

I recommend that the Board approve the resolution to establish bridge weight limits on the listed county bridges.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the resolution establishing weight limits on the listed county bridges.

**WOODBURY COUNTY
BRIDGE EMBARGO RESOLUTION**

RESOLUTION NO. _____

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

NOW, THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

<u>Bridge No.</u>	<u>FHWA No.</u>	<u>Section Township Range</u>	<u>Posted Limit</u>
B-6	354709	02-89-43	One truck on bridge
C-274	354750	07-89-43	3 Tons
C-278	354740	07-89-43	6 Tons
D-42	355137	17-89-45	3 Tons
H-203	353851	28-88-45	Close until replacement
H-266	353910	28-88-45	Close until replacement
K-203	353400	36-88-43	15, 19, 19 Tons
V-117	350840	25-86-43	24, 37, 40 tons

Passed and approved this 22nd day of October, 2019.

Recommended:

Keith Radig, Chairperson
Woodbury County Board of Supervisors

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

Attest:

Patrick Gill
Woodbury County Auditor

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

#12b

Date: 10/17/019 Weekly Agenda Date: 10/22/2019

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

WORDING FOR AGENDA ITEM:

Award quote for one 19,500 lb GVW cab chassis truck for the secondary road department

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of vehicles. The county received quotations for one, new 4WD medium duty truck to replace the current sign truck.

BACKGROUND:

The current sign truck is a 1990s converted heavy truck with flat bed and mounted crane. The Road department will be replacing it with a smaller, more fuel efficient truck that offers more maneuverability and improved capability with new sign posts and mounting equipment. The sign body will be bid separately. We propose to auction the current truck after the new truck is built.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board award the quote to Jensen Ford.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the cab chassis truck quote to Jensen Ford for \$47,808.00.

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

Date: 10/10/019 Weekly Agenda Date: 10/22/2019

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

WORDING FOR AGENDA ITEM:

Award quote for 3/4 ton regular cab pickup truck for the secondary road department

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of vehicles. The county received quotations for one, new 3/4 ton pickup.

BACKGROUND:

An aging 3/4 ton truck will be replaced for district 4. The new district 4 truck will replace a pickup used for staff in the district, which will be used by the district excavator operator and fueling off road equipment. Both dealers offered an option to upgrade to four wheel drive that we recommend be added.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board award the quote to Barry Motors and upgrade the truck to a four wheel drive pickup.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the pickup truck quote for the 3/4 ton 4 wheel drive pickup truck to Barry Motors for \$29,068.

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

#12d

Date: 10/10/019 Weekly Agenda Date: 10/22/2019

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

WORDING FOR AGENDA ITEM:

Award quote for 3/4 ton extended cab pickup truck for the secondary road department

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of vehicles. The county received quotations for one, new 3/4 ton extended cab pickup.

BACKGROUND:

An aging 3/4 ton truck will be replaced for district 5. The new district 5 truck will replace the current foreman's truck, which in turn will become the truck for the excavator operator and fueling off road equipment. The Ford truck from Jensen Motors did not meet specifications for passenger doors. The Chevy quote did meet specification and is recommended for purchase.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board award the quote to Knoefler Chevrolet.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the pickup truck quote for the 3/4 ton extended cab pickup truck to Knoefler Chevrolet for \$30,998.

2019 or 2020 Full size 4WD 3/4 Ton Extended cab pickup bid tabulations				
	Knoepfler Chevrolet Co.		Jensen Ford	
	100 Jackson St.			
	Sioux City, IA 51101		LeMars, IA	
Trade In (Unit #55)	Unit #55, 2003 Ford F250		Unit #55, 2003 Ford F250	
Brand Name & Model	Chevy 2500 HD Double Cab		Ford F250 Extended Cab	
Purchase Price	\$ 31,998.00		\$ 29,773.00	
Less Trade	\$ 1,000.00		\$ 1,500.00	
Net Price	\$ 30,998.00	\$ -	\$ 28,273.00	
+Doc Fee	\$ -	\$ -	\$ 179.00	
Total Price	\$ 30,998.00	\$ -	\$ 28,452.00	
			did not meet spec for rear passenger doors	

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

#12e

Date: 10/17/2019 Weekly Agenda Date: 10/22/2019

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

WORDING FOR AGENDA ITEM:

Award quotes for one 4WD tractor for the secondary road department

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of vehicles. The county received quotations for one, new 4WD tractor to replace the tractor used for roadside mowing.

BACKGROUND:

The county road department is replacing the current mower tractor with a new tractor. This is a part of our annual equipment replacement program. The current tractor will be traded in for the new tractor.

FINANCIAL IMPACT:

The project is paid for with Woodbury County local secondary road funds.

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

Yes No

RECOMMENDATION:

Recommend that the board award the quote to S & S Equipment of Lawton, IA.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the quote to S & S Equipment of Lawton, IA for \$66,500.

805 N. 36th Street, Suite B
St. Joseph, Missouri 64506
p: 816.233.9300 f: 816.233.9399
e-mail: info@gga-pc.com
web: www.gga-pc.com

GOLDBERG GROUP ARCHITECTS, PC



October 16, 2019

Woodbury County Board of Supervisors

620 Douglas Street
Sioux City, IA 51101

Re: Recommendation on Financial Advisor and Bond Attorney
Re: Woodbury County Justice Center Supervisory

Dear Board of Supervisors:

We are pleased to recommend that the Woodbury County Board of Supervisors consider selection of the following two crucial project consultants:

Financial Advisor: D.A. Davidson (Des Moines, IA)

Bond Counsel (Attorney): Ahlers, Cooney Attorneys (Des Moines, IA), primarily Mark Cory, lead attorney.

Dennis will explain what excellent credentials, expertise and value (fees) these two firms represent, particularly D.A. Davidson, whose presentation last Wednesday was outstanding and creative. Dennis, Kenny and I look forward to their upcoming participation. Please don't hesitate to contact myself or Dennis if there are any questions or concerns with this important step forward.

Best wishes

Goldberg Group Architects PC


Lawrence Goldberg AIA, NCARB, ASC
President

C: Dennis Butler, County Financial Director
Kenny Schmitz, County Facilities Director
Joshua Widman, Assistant County Attorney
File



D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS

October 16, 2019

Chair and Members of the Board of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

Re: Municipal Advisor Services Agreement

Dear Chair and Members of the Board of Supervisors:

On behalf of D.A. Davidson & Co. (“we” or “D.A. Davidson”), we wish to thank you for the opportunity to serve as municipal advisor to Woodbury County, Iowa (“you” or “Client”), with respect to the proposed issuance of General Obligation Bonds (the “Securities”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor with respect to such services effective on the date this Agreement is executed by you (the “Effective Date”).

1. **Scope of Municipal Advisor Services to be Provided by D.A. Davidson.** (a) You hereby engage D.A. Davidson to serve as municipal advisor with respect to the proposed issuance of the Securities, and in such capacity D.A. Davidson agrees to provide advice as to the structure, timing, terms and other matters regarding the Securities, including the following services, if and as requested by you (the “Scope of Services”):

- Review financial information to determine the ability of the Client to incur and repay the debt.
- Prepare analyses according to the size of the Bond issue, the term the Bonds will be outstanding, and the expected interest rates on the Bonds, and revise such schedules as necessary.
- Recommend maturity schedules, call features, method and timing of the bond sale and other terms necessary to ensure the lowest available interest rates on the Bonds. In preparing the maturity schedules, analyze the best alternative for payment of the debt service in conjunction with the Client’s outstanding debt, and future financing needs.
- Coordinate with Client Officials and all project professionals, including Bond Counsel.
- Consult with Bond Counsel and review legal documentation on the Client’s behalf. Bond Counsel will draft all legal proceedings, and will advise as to proper legal procedure to ensure a favorable and marketable legal opinion on the Bonds.
- If the Bonds are to be rated, prepare and disseminate the information necessary for review by a bond rating agency to obtain rating on the Bonds and will make recommendations in that regard for improved marketing of the Bonds (“Underlying Rating”).
- Participate in the sale of Bonds, and provide bond market trend information and other information to facilitate the sale.

- Coordinate with the Underwriter and prepare the final debt service schedules, and other related schedules and calculations for the Client, and Bond Counsel.
- Assist the Client in delivery of the Bonds and Bond proceeds to the Client in such a manner that bond proceeds will be immediately available as needed.
- Assist the Client with such other usual and customary financial advisory services as may be requested by the Client.

Under Municipal Securities Rulemaking Board (“MSRB”) Rule G-23, D.A. Davidson will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Securities. D.A. Davidson is registered as a municipal advisor with the Securities Exchange Commission and MSRB.

(b) The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.

(ii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Securities or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. **Municipal Advisor’s Regulatory Duties When Servicing You.** MSRB Rule G-42 requires that D.A. Davidson make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action or that form the basis for and advice provided by D.A. Davidson to you. The rule also requires that D.A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. D.A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on your behalf.

You agree to cooperate, and to cause your agents to cooperate, with D.A. Davidson in carrying out these regulatory duties, including providing to D.A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seek to have D.A. Davidson provide advice with regard to any recommendation made by a third party, you will provide to D.A. Davidson written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Compensation.** (a) For its Services, D.A. Davidson will charge a minimum of \$17,500 and a maximum of \$35,000 per series. Within that range, the fee will be calculated as 0.125% of the par amount of the securities issued. Such sum includes travel related expenses which will not be billed to you separately. If additional services are requested by you, D.A. Davidson will prepare and submit to you an estimate of the total cost associated with such additional services. You will review and approve in writing such cost estimate for additional services and the total compensation and reimbursement to be paid by you to D.A. Davidson for such approved additional services shall not exceed the approved amount. D.A.

Davidson's fees for additional services shall be billed on an hourly basis at D.A. Davidson current standard rates, which will in no event exceed the amount approved by you in writing for such additional services. D.A. Davidson's current hourly rates are \$250 for a Senior Vice President and \$225 for a Vice President.

(b) D.A. Davidson will submit bills to the Client for Services rendered upon completion of services rendered.

4. **Out-of-Pocket Expenses.** D.A. Davidson shall be responsible for any costs it may incur in the performance of its obligations under this Agreement unless otherwise provided herein

5. **Term and Termination.** The term of this Agreement shall extend from the Effective Date to June 30, 2022 or the closing of the Securities. Notwithstanding the forgoing, either party may terminate D.A. Davidson's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

6. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of D.A. Davidson or any of its associated persons, D.A. Davidson and its associated persons shall have no liability to you for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from your election to act or not to act, as the case may be, contrary to any advice or recommendation provided by D.A. Davidson to you. No recourse shall be had against D.A. Davidson for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of yours arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of the Bonds, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of D.A. Davidson's fiduciary duty to you under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

7. **Required Disclosures.** MSRB Rule G-42 requires that D.A. Davidson provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in D. A. Davidson's Municipal Advisor Disclosure Statement delivered to you together with this Agreement.

D.A. Davidson is registered as a municipal advisor with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint against D.A. Davidson with the appropriate regulatory authority.

8. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH

THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

9. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of you and D.A. Davidson, our respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

12. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Authority.** The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct D.A. Davidson's performance of its activities under this Agreement:

<u>Print Name</u>	<u>Title</u>
Dennis Butler	Financial Director
Keith Radig	Chair, Board of Supervisors

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return a copy of this letter.

Again, we thank you for the opportunity to assist you with the Securities and the confidence you have placed in us.

Very truly yours,

D.A.DAVIDSON & CO.

By: 
Name: Nathan Summers
Title: Vice President

This Agreement is hereby accepted for and on behalf of Woodbury County.

WOODBURY COUNTY, IOWA

By: _____
Name: _____
Title: _____

Dated: _____, 2019

ROUGH DRAFT

DISCLOSURE STATEMENT OF D.A. DAVIDSON & CO.

This letter is provided under Rule G-42 of the Municipal Securities Rulemaking Board (the "MSRB") in connection with our current engagement as municipal advisor under the Agreement dated October 16, 2019 (the "Agreement") between D.A. Davidson & Co. ("we" or "D.A. Davidson") and Woodbury County, Iowa ("you" or "Client"). Rule G-42 requires that we provide you with written documentation of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship with you. This letter is delivered to you in satisfaction of those requirements.

1. Scope of Services.

(a) *Services to be Provided.* The Agreement describes our Scope of Services under our engagement with you.

(b) *Limitations on Scope of Services.* The Scope of Services is subject to the following limitations:

(i) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the bonds, notes or securities (the "Securities") covered by the Agreement or the project or facilities to be financed, or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(ii) We are not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about D.A. Davidson provided by us for inclusion in such documents.

(c) *IRMA status.* If Client has designated D. A. Davidson as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because D. A. Davidson, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. D. A. Davidson is not responsible for verifying that it is "independent" (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. D. A. Davidson requests that Client provide to it, for review, any written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references D. A. Davidson, its personnel and its role as IRMA.

2. **D. A. Davidson's Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that D. A. Davidson make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by D. A. Davidson to Client. The rule also requires that D. A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete

information. D. A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Accordingly, D. A. Davidson will seek Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by D. A. Davidson of these regulatory duties, including providing to D. A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent Client seeks to have D. A. Davidson provide advice with regard to any recommendation made by a third party, D. A. Davidson requests that Client provide to D. A. Davidson written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Required Disclosures. MSRB Rule G-42 requires that D. A. Davidson provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) *Disclosures of Conflicts of Interest.* MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. With respect to all of the conflicts disclosed below, D. A. Davidson mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, because we are a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of D. A. Davidson is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to our fiduciary duty. Furthermore, D. A. Davidson's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of D. A. Davidson potentially departing from their regulatory duties due to personal interests.

The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

(i) *Compensation-Based Conflicts.* The fees due to D.A. Davidson under the Agreement are in a fixed amount. The amount is based upon, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by us. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, we may suffer a loss. This may create an incentive for us recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. In addition, the payment of our fees is contingent upon the closing of the Securities. While is customary in the municipal securities market, it may present a conflict because it could create an

incentive for us to recommend financings that are unnecessary or disadvantageous to you. These conflicts are mitigated by the general mitigations described above.

(ii) *Other Municipal Advisor or Underwriting Relationships.* D. A. Davidson serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, we serve as municipal advisor to other municipal advisory clients and, in such cases, owe a regulatory duty to our other clients just as we owe to you under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, we could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of D. A. Davidson to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that D. A. Davidson serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair our ability to fulfill our regulatory duties to you.

(iii) *Broker-Dealer and Investment Advisory Business.* D. A. Davidson is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities issued by you, may be undertaken on behalf of, or as counterparty to, you, your personnel, and current or potential investors in the securities issued by you. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with your interests, such as when their buying or selling securities issued by you may have an adverse effect on the market for your securities, and the interests of such other clients could create the incentive for D. A. Davidson to make recommendations to you that could result in more advantageous pricing for the other clients. Any potential conflict arising from D. A. Davidson effecting or otherwise assisting such other clients in connection with such transactions is mitigated by the general mitigations described above.

(iv) *Secondary Market Transactions in Client's Securities.* D. A. Davidson, in connection with its sales and trading activities; may take a principal position in securities, including securities issued by you, and therefore we could have interests in conflict with your interests with respect to the value of your securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, D. A. Davidson or its affiliates may submit orders for and acquire the Securities issued by you under the Agreement from members of the underwriting syndicate, either for our own account or for the accounts of our customers. This activity may result in a conflict of interest in that it could create the incentive for us to make recommendations to you that could result in more advantageous

pricing of the Securities in the marketplace. Any such conflict is mitigated by the general mitigations described above.

(v) *Affiliate Acquisition Describing Conflict.* Wells Nelson and Associates (“Wells”), was acquired by, and is presently an affiliate of, D.A. Davidson & Co. (“D.A. Davidson”). Wells will become and conduct business as D.A. Davidson in the near future. D.A. Davidson provides advice and services that are within the Scope of Services under this Agreement. Wells business with you could create an incentive for Wells to recommend to you a course of action designed to maintain or increase your business activities as Wells becomes D.A. Davidson. The potential for Wells to increase the level of your business activities with D.A. Davidson is mitigated by the fact you have previously engaged Wells and D.A. Davidson does not provide services or products that are not currently provided by Wells. In the event Wells makes a recommendation to you that could influence the level of business with D.A. Davidson, Wells will consider alternatives to such recommendation, which will be disclosed to you along with the impact the recommendation and its alternatives would have on your business activities as the acquisition of Wells with D.A. Davidson becomes final.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.* MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel.

Accordingly, D. A. Davidson sets out below required disclosures and related information in connection with such disclosures.

(i) D. A. Davidson discloses the following legal or disciplinary events that may be material to your evaluation of D. A. Davidson or the integrity of our management or advisory personnel:

- A regulatory action disclosure filed on Form MA-I relates to the Securities and Exchange Commission’s Order dated February 2, 2016 (SEC Admin Releases 33-10019; 34-77021) (the “MCDC Order”). The SEC MCDC Order was issued under the Division of Enforcement’s Municipalities Continuing Disclosure Cooperation Initiative, and the violations referred to therein were self-reported by D.A. Davidson. Pursuant to the MCDC Order, the SEC deemed it appropriate and in the public interest that public administrative and cease-and-desist proceedings be instituted against D.A. Davidson arising for willfully violating Section 17(a)(2) of the Securities Act (an antifraud provision of the federal securities laws) in connection with Municipal Advisor’s underwriting of certain municipal securities offerings. The MCDC Order alleged that we (a) conducted inadequate due diligence in certain municipal securities offerings, (b) failed to form a reasonable basis for believing the truthfulness of certain material representations in official statements regarding compliance by issuers with their continuing disclosure undertakings, and (c) as a result, we offered and sold municipal securities on the

basis of materially misleading disclosure documents. In connection with the MCDC order, we paid a \$500,000 fine to the SEC. The MCDC Order is available at the SEC's website <https://www.sec.gov/litigation/admin/2016/33-10019.pdf>.

(ii) *How to Access Form MA and Form MA-I Filings.* D. A. Davidson's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000027182>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by D. A. Davidson in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by D. A. Davidson on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and D. A. Davidson's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, D. A. Davidson's CRD number is 199.

(iii) The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by D. A. Davidson with the SEC is February 2, 2016, which change consists of the MCDC Order described above.

(c) *Future Supplemental Disclosures.* As required by MSRB Rule G-42, this Section 3 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of D. A. Davidson. We will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: October 16, 2019

D.A. Davidson & Co.

By: 

Title: Vice President, Public Finance Banker

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

Date: 10/17/19

Weekly Agenda Date: 10/22/19

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis Butler & Larry Goldberg

WORDING FOR AGENDA ITEM:

Approval of Engagement Agreement with Ahlers & Cooney Attorneys regarding potential Justice Center

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

After review of the financial advisory proposals in which all four respondents declined to recommend nor include a bond attorney but indicated high-level of comfort with either Ahlers & Cooney or Dorsey-Whitney. Dennis Butler suggested a preference for Mark Cory of Ahlers & Cooney who has worked extensively on past financings in Iowa, Sioux City and Woodbury County. Mark suggested a fee of \$44,500 if the bond issue reaches closing and a settlement range of \$15,000-\$20,000 if the bond issue fails. This fee is somewhat higher due to the multi-jurisdictional nature of the project "structure" at this time.

BACKGROUND:

Empty box for background information.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION:

- a. Approval of Engagement Agreement with Ahlers & Cooney Attorneys regarding potential Justice Center
- b. Approval for Chairman to sign agreement

805 N. 36th Street, Suite B
St. Joseph, Missouri 64506
p: 816.233.9300 f: 816.233.9399
e-mail: info@gga-pc.com
web: www.gga-pc.com

GOLDBERG GROUP ARCHITECTS, PC



October 16, 2019

Woodbury County Board of Supervisors

620 Douglas Street
Sioux City, IA 51101

Re: Recommendation on Financial Advisor and Bond Attorney
Re: Woodbury County Justice Center Supervisory

Dear Board of Supervisors:

We are pleased to recommend that the Woodbury County Board of Supervisors consider selection of the following two crucial project consultants:

Financial Advisor: D.A. Davidson (Des Moines, IA)

Bond Counsel (Attorney): Ahlers, Cooney Attorneys (Des Moines, IA), primarily Mark Cory, lead attorney.

Dennis will explain what excellent credentials, expertise and value (fees) these two firms represent, particularly D.A. Davidson, whose presentation last Wednesday was outstanding and creative. Dennis, Kenny and I look forward to their upcoming participation. Please don't hesitate to contact myself or Dennis if there are any questions or concerns with this important step forward.

Best wishes

Goldberg Group Architects PC


Lawrence Goldberg AIA, NCARB, ASC
President

C: Dennis Butler, County Financial Director
Kenny Schmitz, County Facilities Director
Joshua Widman, Assistant County Attorney
File



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

October 17, 2019

Mr. Dennis Butler
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Re: Woodbury County, Iowa – Woodbury County Detention and Justice Center

Dear Mr. Butler:

This letter sets forth our current understanding of a phased approach to the structuring and financing of the above-described project. It is currently anticipated that there will be a separate engagement agreement for each phase but that approach may change as details of the project are clarified and decisions are made by the County. This letter is not, and is not intended to be, all-inclusive. **Further, this letter shall not be interpreted as a contract or engagement agreement nor shall it be interpreted to supplement or amend a contract or engagement agreement.** Any engagement agreement shall be a separate written document approved and executed by both parties. This letter is simply intended to set forth a broad summary of what may occur as the County considers what financing avenue it will pursue.

It is expected that the first phase will be covered by an engagement agreement between the County and the Firm and will include a scope of services related to advising the County about a potential joint county and city building authority pursuant to Iowa Code Section 346.27 but will not include formation of the entity, governing documents, election matters, etc. We estimate the cost for the first phase to not exceed \$7,500. As you know, the joint county and city building statute dictates that the City of Sioux City (the "City") participate in the formation of a Joint Authority and in the use of the building. Be advised, the Firm currently represents the City. In the event the County elects to pursue a Joint Authority with the City, we may need conflict waivers from both the County and City before undertaking such additional work.

If a decision is made to form a Joint Authority and conflict waivers are given by the City and County, it is expected that the second phase will be covered by an engagement agreement between the County and the Firm and will include a scope of services related to forming a joint county and city building authority pursuant to Iowa Code Section 346.27, drafting of governing documents, election matters, etc., but will not include bond counsel services. We have not formulated an exact cost estimate for the formation of the Joint Authority, but estimate such would be somewhere in the range of \$10-15,000 (and possibly capitalized into the financing).

October 17, 2019

Page 2

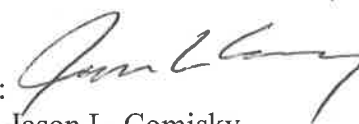
If the County pursues the Joint Authority and conflict waivers are given by the City and County, it is expected that the third phase will be covered by an engagement agreement between the Joint Authority (as issuer of the bonds) and the Firm and will include a scope of services related to providing bond counsel services. Until the Joint Authority is formed as a separate legal entity, it is not possible to have a contract with that entity covering the scope of services the Joint Authority would need as issuer of the bonds. Based on our current understanding of the project and the scope of services we expect to provide, we estimate the bond fees related to the Joint Authority financing of this project (phase 3) to not exceed \$45,000 (and capitalized into the financing).

Again, this letter is intended to set forth our current understanding of a phased approach to the structuring and financing of the above-described project. We look forward to assisting the County on this project.

Ahlers & Cooney, P.C.

Sincerely,

By:



Jason L. Comisky
FOR THE FIRM

JLC:dc

01643159-1\18799-020



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

October 8, 2019

Mr. Michael Clayton
County Treasurer
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Re: Woodbury County, State of Iowa – Joint County and City Building Authority
Engagement Agreement

Dear Board of Supervisors:

We are pleased to provide an engagement agreement for our services as special legal counsel with respect to the potential formation of a joint county and city building for the purpose of acquiring, constructing, equipping, furnishing, and operating a new Woodbury County Detention and Justice Center (the “Justice Center”). This engagement agreement will only cover consultation with the County as it explores the joint building concept. When the County has decided which financing structure to utilize, we will send a new engagement agreement covering the next phase.

A. DESCRIPTION OF SERVICES

As special legal counsel, we will represent the County in its process to determine whether a joint county and city building authority pursuant to Iowa Code Section 346.27 (the “Joint Authority”) is a viable alternative structure. As special legal counsel for this phase, we intend to undertake each of the following (the “Services”) as are necessary:

1. Review relevant Iowa law relating to the legal status and powers of the County or otherwise relating to the establishment of a Joint Authority.
2. Consult with the County regarding the proposed Joint Authority and the nature of use of the Justice Center.
3. Review the proposed timetable and consult with the participants as to the formation of the Joint Authority in accordance with the timetable.
4. Attend or host such planning sessions and other conferences as may be necessary.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

The Services covered by this engagement agreement are limited as stated above. Because they will be covered by a separate engagement agreement, our services under this engagement agreement *do not* include:

1. Preparing any of the formation documents for the Joint Authority or proceedings related to the formation of the Joint Authority.
2. Acting as Bond Counsel or Disclosure Counsel for any financing related to the Justice Center.
3. Unless you engage us specifically to provide additional services or advice after a decision has been made regarding the formation of a Joint Authority, we have no continuing obligation to advise you with respect to changes in the applicable laws, regulations, or interpretations thereof, by courts, legislative bodies or governmental agencies as they relate to the Joint Authority. This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide the legal services.
4. Any other services not specifically set forth above in Part A.

C. REPRESENTATION OF OTHERS

This engagement agreement will also serve to give you express notice that we represent many other municipalities, school districts, counties, townships, special districts and units of local government both within and outside of the State of Iowa and also the State itself and various of its agencies and authorities (collectively, the "*governmental units*"). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the County is a party and is taking any position which is adverse to another governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the County and such other governmental unit or withdrawal from representation. As you know, the joint county and city building statute dictates that the City of Sioux City participate in the formation of a Joint Authority and in the use of the building. Be advised, the Firm currently represents the City of Sioux City. The Services do not include the negotiation for or creation of the Joint Authority, so we do not believe there is a resulting conflict. In the event the County elects to pursue a Joint Authority with Sioux City, we may need conflict waivers from both the County and City for such additional work.

D. OTHER TERMS OF THE ENGAGEMENT

Please note our understanding with respect to this engagement and your role in connection with the decision to form a Joint Authority.

1. In performing any of the Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. Except by request, we do not ordinarily attend meetings of the governing body of the County at which proceedings regarding the Joint Authority may be discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the formation of the Joint Authority. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the proposed Joint Authority. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

E. FEES AND BILLING MATTERS

The fee we charge for the Services rendered under this engagement agreement is based upon: (i) our current understanding of the facts related to the potential formation of a Joint Authority; (ii) the duties we will undertake pursuant to this engagement agreement; (iii) the time we anticipate devoting to the potential formation of a Joint Authority; and (iv) the responsibilities we will assume in connection therewith. We estimate that our fee with respect to the Services described herein will not exceed \$7,500. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise the County. Such adjustment might be necessary in the event: (a) material changes in the potential Joint Authority concept occur; or (b) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be

necessary for us to personally attend meetings in order to provide the Services outlined above but we will do so in the event that circumstances require.

In addition to our fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, and other related expenses.

We will submit a summary invoice for the professional services described herein upon the decision of the County to form a Joint Authority or to abandon the concept. In the event of a substantial delay in completing the decisions regarding the formation of the Joint Authority, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the decision regarding the formation of a Joint Authority is not consummated or our services are otherwise terminated, we will expect to be compensated as described above.

F. TERMS OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Upon our receipt of notification that the Services are requested under this engagement agreement, the County will be our client and an attorney-client relationship will exist between us as outlined above. We assume that all other parties to each such transaction will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all parties understand that in each such transaction we represent only the County, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our Services are limited to those contracted for in this engagement agreement; the County's execution of this engagement agreement will constitute an acknowledgement of those limitations. Representation of the County and the attorney-client relationship created by this engagement agreement will be concluded upon formation of the Joint Authority.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement agreement. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

G. YOUR SIGNATURE REQUIRED

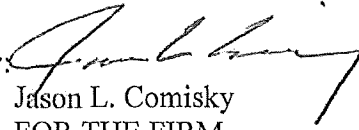
If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement agreement dated and signed by an authorized officer, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement agreement, this engagement agreement shall be effective as of the date we have

October 8, 2019
Page 5

begun rendering Services. Upon your request, we will provide copies of this letter to certain of the participants to provide them with an understanding of our role. We look forward to working with you.

Ahlers & Cooney, P.C.

Sincerely,

By: 
Jason L. Comisky
FOR THE FIRM

JLC:dc

cc: Dennis Butler
Karen James

October 8, 2019
Page 6

Accepted:

Woodbury County, State of Iowa*

By: _____ Date: _____

*Approved by Motion or Resolution No. _____ of the governing body on _____, 2019.

01640775-1\18799-020

Karen James

From: Keith Radig
Sent: Tuesday, October 15, 2019 6:49 PM
To: Karen James; Mark Nahra
Subject: item for discussion as a bullet point under board concerns

Follow Up Flag: Follow up
Flag Status: Completed

Climbing Hill West Water Association

Mark, any additional background information you could have on this. I tried to say that when a utility is designed and built and put in the public right of way, it should be designed for all types of vehicles to drive on it. I still think that water intruded the cracks and undermined around it, but he firmly believes that the county caused the damage.

Keith