



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
( SEPTEMBER 14 2021) (WEEK 37 OF 2021)**

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

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

**Live telephonic access at: 712-224-6014**

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held September 14, 2021 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

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**AGENDA**

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

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

**Consent Agenda**

**Items 3 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.**

3. Approval of the minutes of the September 7, 2021 meeting
4. Approval of claims
5. Juvenile Detention – Ryan Weber  
Receive Juvenile Detention’s August Population Report
6. Board Administration – Heather Satterwhite  
Approval of Notice of Property Sale Resolution for Parcel #894720386012 (aka 1423 Center Street) for Tuesday, September 28 at 4:35 p.m.

7. Board Administration – Karen James  
Approval of resolution for a tax suspension for W.H.
8. Secondary Roads – Mark Nahra  
Approve the underground utility permit for Frontier Communications

**End Consent Agenda**

9. Human Resources – Melissa Thomas
  - a. Approval of MOU changing the 2021 floating holiday for the AFSCME Courthouse Employees and the AFSCME Assistant County Attorney bargaining agreements to December 23, 2021. Action
  - b. Request the approval to change the 2021 floating holiday for wage plan employees to December 23, 2021. Action
10. Secondary Roads – Mark Nahra
  - a. Receive bids for clear and grub of Little Sioux Park gravel pit and return them to the county engineer for review and recommendation Action
  - b. Award bid if low quote is clearly determined by bid results Action
11. Board Administration – Dennis Butler  
Discussion and approval of the Dissemination Agent Agreement in regard to Filing requirements for the \$8,820,000 General Obligation Urban Renewal County Road Improvement Bonds, Series 2021 Action
12. Reports on Committee Meetings Information
13. Citizen Concerns Information
14. Board Concerns Information

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

<b>TUE., SEP. 14</b>	<b>3:00 p.m.</b>	Law Enforcement Center Authority Meeting, First Floor Boardroom County Courthouse
<b>WED., SEP. 15</b>	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste.
<b>THU., SEP. 16</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>FRI., SEP. 17</b>	<b>12:00 p.m.</b>	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
<b>WED., SEP. 22</b>	<b>2:30 p.m.</b>	Rolling Hills Community Services Region Governance Board Meeting
<b>THU., SEP. 23</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
<b>MON., SEP. 27</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUE., SEP. 28</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
<b>MON., OCT. 4</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, First Floor Boardroom
<b>WED., OCT. 6</b>	<b>3:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
	<b>12:00 p.m.</b>	District Board of Health Meeting, 1014 Nebraska St.
<b>THU., OCT. 7</b>	<b>10:00 a.m.</b>	COAD Meeting, The Security Institute
<b>WED., OCT. 13</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, First Floor Boardroom
	<b>10:00 a.m.</b>	STARComm Board Meeting, The Security Institute, WIT Campus
<b>THU., OCT. 14</b>	<b>12:00 p.m.</b>	SIMPCO Board of Directors Meeting, Expo Center Conference Room 1
	<b>4:00 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
<b>FRI., OCT. 15</b>	<b>12:00 p.m.</b>	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
<b>WED., OCT. 20</b>	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
<b>THU., OCT. 21</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

**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.*

**SEPTEMBER 07, 2021, THIRTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, September 07, 2021 at 3:30 p.m. Board members present were Monson, Ung, Wright, De Witt, and Radig. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Dennis Butler, Finance Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

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

Motion by De Witt second by Radig 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 with the Pledge of Allegiance to the Flag and a Moment of Silence.

- 2. There were no citizen concerns.
- 3. Motion by De Witt second by Radig to approve the agenda for September 07, 2021. Carried 5-0. Copy filed.

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

- 4. To approve minutes of the August 31, 2021 meeting. Copy filed.
- 5. To approve the claims totaling \$642,203.38. Copy filed.
- 6a. To approve the appointment of Heath Barkley, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Brady Buschmann, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Devin Collins, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Andres Garcia, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Dean Lauters, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Nathaniel Monillas, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Thomas Prinsen, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the appointment of Rebecca Schoep, Sheriff Reserve Officer, County Sheriff Dept., effective 08-26-21, \$1.00/year. Per Iowa Code 80D.11.; the reclassification of Todd Hayes, P/T Youth Worker, Juvenile Detention Dept., effective 09-20-21, \$25.63/hour, 17%=\$3.71/hr. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 3 to Grade 1/Step 4.; and the reclassification of Michael Ingram, P/T Youth Worker, Juvenile Detention Dept., effective 09-20-21, \$25.63/hour, 17%=\$3.71/hr. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 3 to Grad 1/Step 4. Copy filed.
- 6b. To approve the Authorization to initiate the hiring process for Maintenance Technician, Building Services Dept. AFSCME Courthouse: \$19.54-\$21.18/hour. Copy filed.
- 7a. To receive for signatures a resolution naming depositories for the County Treasurer.

**RESOLUTION NAMING DEPOSITORIES  
RESOLUTION #13,339**

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

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT	MAXIMUM DEPOSIT
		In the effect Prior resolution	under the resolution

U.S. Bank	Sioux City, Iowa	\$50,000,000	\$50,000,000
Security National Bank	Sioux City, Iowa	100,000,000	100,000,000
Wells Fargo Bank	Sioux City, Iowa	50,000,000	50,000,000
PeoplesBank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Sioux City, Iowa	50,000,000	50,000,000
Primebank	Sioux City, Iowa	50,000,000	50,000,000
Great Southern Bank	Sioux City, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	1,000,000	1,000,000
Pioneer Bank	Sergeant Bluff, Iowa	10,000,000	10,000,000
Sloan State Bank	Sloan, Iowa	5,000,000	5,000,000
Valley Bank & Trust	Danbury, Iowa	1,500,000	1,500,000
BankFirst	Hornick, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Moville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Anthon, Iowa	5,000,000	5,000,000
Liberty National Bank	Sioux City, Iowa	25,000,000	25,000,000
Availa Bank	Sioux City, Iowa	10,000,000	10,000,000
Central Bank	Sioux City, Iowa	10,000,000	10,000,000
Kingsley State Bank	Sergeant Bluff, Iowa	1,000,000	1,000,000
First State Bank	Danbury, Iowa	5,000,000	\$5,000,000

**SO RESOLVED** this 7<sup>th</sup> day of September 2021  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy filed.

- 7b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Woodbury County, Parcels #884301100009, #884301100010 and #884301100012.

**WOODBURY COUNTY, IOWA**  
**RESOLUTION #13,340**  
**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Woodbury County, Iowa is the titleholder of real estate Parcel #884301100009, #884301100010 and #884301100012 located in Woodbury County, Iowa and legally described as follows:

**Parcel # 884301100009**

Kedron Township Briese First Addition Lot 3

Parcel # 884301100010

Kedron Township Briese First Addition Lot 4

Parcel # 884301100012

Kedron Township an Irreg Tct Being Part of Govt Lot 10 in 1-88-43 Described as Com at SW Cor of Govt Lot 10 Thnc E 365' to POB: Thnc NE 1100.95' Thnc NE 458.76', Thnc E 78.95'. Thnc S 1309.02' Thnc W 940.12' to POB

**WHEREAS**, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

**WHEREAS**, the political subdivision, namely the Woodbury County, Iowa, is failing to immediately pay the taxes due; and

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 7th day of September, 2021.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 7c. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Woodbury County, Parcels #884714300001, #884723100001, #884723100002 and #884723100004.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,341  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, the Woodbury County, Iowa are the titleholders of real estate Parcels #884714300001, #884723100001, #884723100002 and #884723100004 located in Woodbury County, Iowa and legally described as follows:

Parcel #884714300001

Woodbury Township NW SW & SW 14-88-47

Parcel #884723100001

Woodbury Township NW 23-88-47

Parcel #884723100002

Woodbury Township SW NW 23-88-47

Parcel #884723100004

Woodbury Township SW of RD E ½ NW 23-88-47

**WHEREAS**, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

**WHEREAS**, the political subdivision, namely the Woodbury County, Iowa, is failing to immediately pay the taxes due; and

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and any future taxes that may be levied against this parcel; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 7th day of September, 2021.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8a. To approve the lifting of tax suspension for Elvis Shanks, 2918 S. Glass, Parcel #88470712900, as this property has been sold. Copy filed.
- 8b. To approve the lifting of tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continues tax suspension. Copy filed.
- 9. To approve the allocation \$1,000 (Gaming Revenue) and 2 days (16 hours total) of paid time off for the United Way of Siouxland Employee Contribution Campaign. Copy filed.

Carried 5-0.

- 10. A public hearing was held at 4:35 p.m. for the sale of parcel #894729405031, 111 Sioux Street. The Chairperson called on anyone wishing to be heard.

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

Motion by De Witt second by Monson to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894729405031, 111 Sioux St., to Juan Canales Alvarez, 109 Sioux St., Sioux City, for \$600.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,342**

**BE IT RESOLVED** by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

**By Juan Canales Alvarez** in the sum of **Six Hundred Dollars & 00/100 (\$600.00)**-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #894729405031**  
**The Northerly half (Nly ½) of the Easterly 75 feet (Ely 75 ft) of Lot Fourteen (14) in Block Eighteen (18), Sioux City Addition, City of Sioux City, Woodbury County, Iowa**  
**(111 Sioux Street)**

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

**BE IT RESOLVED** that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

**BE IT FURTHER RESOLVED** that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

**SO DATED** this 7<sup>th</sup> Day of September, 2021.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

11a. Bid letting was held for crack routing and sealing. The bids are as follows:

Sioux Commercial Sweeping Inc., Sioux Center, IA	\$62,700.00
Fort Dodge Asphalt, Fort Dodge, IA	\$110,825.00

Motion by Radig second by Monson to receive the bids. Carried 5-0. Copy filed.

11b. Motion by Monson second by Radig to award the bid for crack routing and sealing to Sioux Commercial Sweeping Inc. for \$62,700.00. Carried 5-0. Copy filed.

11c. Bid letting was held for PCC Patching. The bids are as follows:

Ten Point Construction, Denison, IA	\$54,552.00
Cedar Falls Construction, Waterloo, IA	\$64,612.00

Motion by Monson second by Radig to receive the bids. Carried 5-0. Copy filed.

11d. Motion by Radig second by Monson to award the bid for PCC Patching to Ten Point Construction for \$54,552.00. Carried 5-0. Copy filed.

11e. Motion by Monson second by Radig to approve the contract for gravel production with Hallett Materials for \$275,6000.00. Carried 5-0. Copy filed.

12a. Motion by Radig second by Monson approve office space at the Building Services (Eagles) building & related expenditures for the establishment of the Civil Service Commission office. Carried 5-0. Copy filed.

12b. Motion by De Witt second by Ung approve the Mid American LEC gas service proposal main extension installation and expenditure. Carried 5-0. Copy filed.

12c. Motion by Radig second by Ung to void and abolish all policies, agenda approval, & resolutions relating to Woodbury County Capital Improvement Projects Quality Assurance (QA), questionnaire, and resolutions, including; requirement for (QA) responsible bidder questionnaire 12/20/2016, Woodbury County Post Bid (QA) Policy & Resolution 4/14/20, Contractor Quality Assurance Questionnaire 6/30/20, QA Questionnaire version replacement & Special Provision Contractual requirements on subcontractor (QA) Requirements 7/14/2020. Carried 4-1; Monson opposed. Copy filed.

13. Motion by De Witt second by Monson to allow Para911 Group access and have liability waivers signed prior to entering/monitoring to Prairie Hills facility. Carried 3-2; Wright and Ung opposed. Copy filed.

14. The Board heard reports on committee meetings.

15. There were no citizen concerns.

16. Board concerns were heard.



September 7, 2021 Cont'd.

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The Board adjourned the regular meeting until September 14, 2021.

Meeting sign in sheet. Copy filed.

# **WCJDC CENSUS FOR AUGUST 2021**

## **Woodbury County Juvenile Holds**

1. 138 Days 13 Hours (As of 9-7-21)
2. 82 Days 9 Hours (When Released)
3. 71 Days (As of 9-7-21)
4. 43 Days 23 Hours (When Released)
5. 62 Days 7 Hours (When Released)
6. 12 Days 6 Hours (When Released)
7. 9 Days 14 Hours (When Released)
8. 34 Days 7 Hours (As of 9-7-21)
9. 12 Days 17 Hours (When Released)
10. 6 Days 17 Hours (When Released)
11. 10 Days 22 Hours (When Released)
12. 13 Days 8 Hours (As of 9-7-21)

## **Woodbury Co. Adult and Out of Co. Adult Court**

1. 291 Days 8 Hours (As of 9-7-21)
2. 129 Days 16 Hours (As of 9-7-21)
3. 2 Days 17 Hours (When Released) Monona Co.
4. 15 Hours 18 Minutes (When Released)
5. 22 Days 6 Hours (As of 9-7-21) Monona Co.

## **Out of County Juvenile Holds**

1. 3 Days (When Released) Dakota Co.
2. 11 Days 2 Hours (When Released) Dakota Co.

## **Interstate Compacts**

1. 10 Hours 50 Minutes (When Released)

## **Omaha Nation Holds**

1. 5 Days 10 Hours (When Released)
2. 2 Days 17 Hours (When Released)

## **Intake and Release**

1. 16 Hours 35 Minutes
2. 6 Hours 25 Minutes
3. 1 Hour 7 Minutes
4. 1 Hour 30 Minutes
5. 17 Hours 45 Minutes
6. 4 Hours 25 Minutes
7. 55 Minutes
8. 22 Hours 25 Minutes
9. 4 Hours 20 Minutes
10. 3 Hours 5 Minutes

## **BIA Holds**

**N/A**

# RESOLUTION #

## NOTICE OF PROPERTY SALE

Parcel #894720386012

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

**The North Twenty-Five Feet (N 25 ft) of the East One-Half (E ½) of Lot One (1), Block Thirty-eight (38), North Sioux City Addition, City of Sioux City, Woodbury County, Iowa (1423 Center 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 **28<sup>th</sup> Day of September, 2021 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 **28<sup>th</sup> Day of September, 2021**, 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 \$140.00** 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 14<sup>th</sup> Day of September, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
and Recorder

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Rocky De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Danny Robinson Date: 12-15-20

Address: 1515 Goldie S.C. IA Phone: \_\_\_\_\_

Address or approximate address/location of property interested in:  
1423 Center St.

GIS PIN # 894720386012

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

Legal Description:

North Sioux City N 25 ft E 1/2 Lot 1 Blk 38

Tax Sale #/Date: 1296/2007 Parcel # \_\_\_\_\_

Tax Deeded to Woodbury County on: 6/30/2001

Current Assessed Value: Land \$108 Building \_\_\_\_\_ Total \$108

Approximate Delinquent Real Estate Taxes: \_\_\_\_\_

Approximate Delinquent Special Assessment Taxes: Total \$73,432

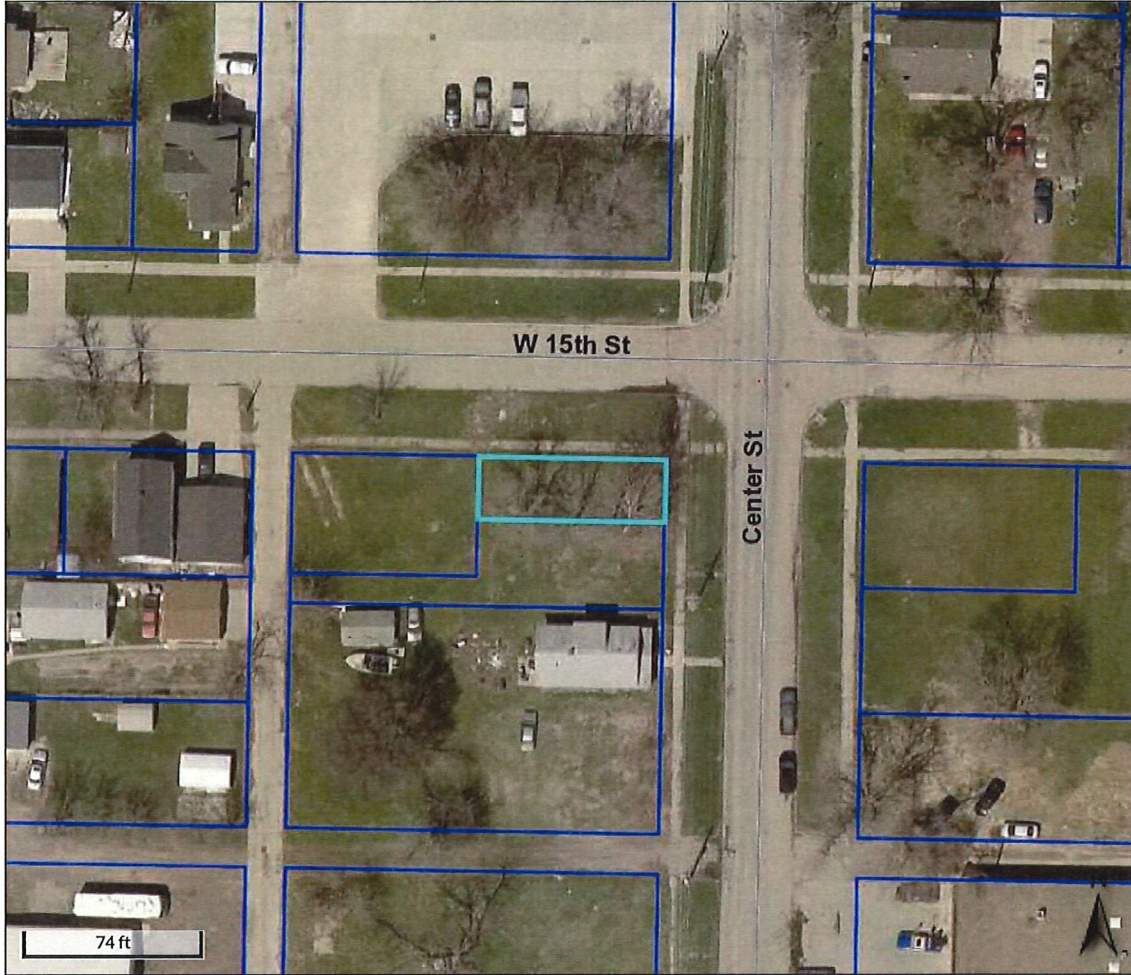
\*Cost of Services: \$130

Inspection to: Matthew Ung Date: 12-15-20

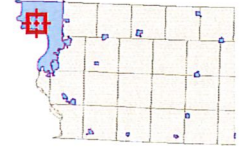
Minimum Bid Set by Supervisor: \$10 plus \$130 for cost of services

Date and Time Set for Auction: Tuesday September 25<sup>th</sup> Total: \$140

\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs. 4:35



### Overview



### Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

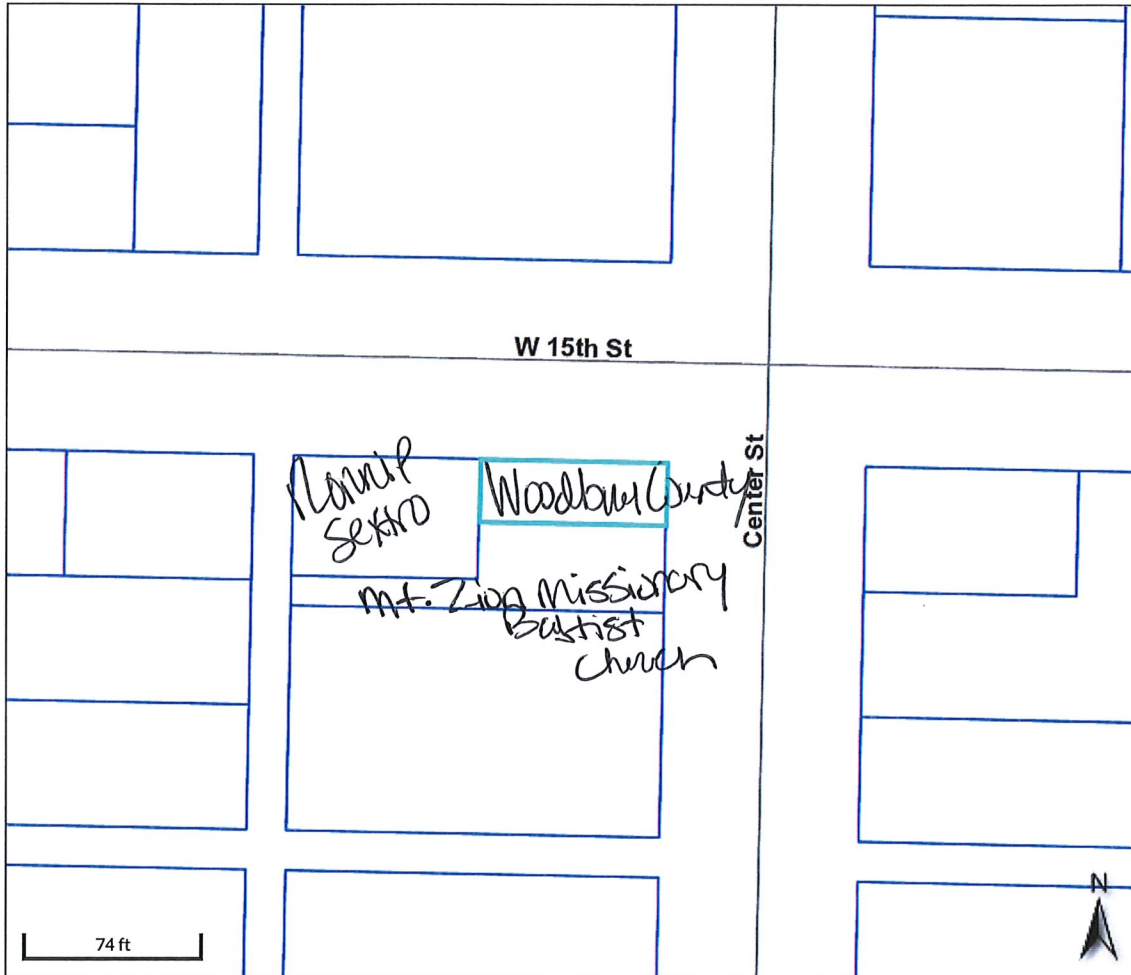
Parcel ID	894720386012	Alternate ID	58725	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1423 CENTER ST	Acreage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	NORTH SIOUX CITY N 25 FTE 1/2 LOT 1 BLK 38				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 9/9/2021  
 Last Data Uploaded: 9/8/2021 7:58:54 PM

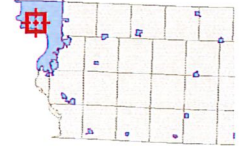
Developed by  **Schneider**  
 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

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

Parcel ID	894720386012	Alternate ID	58725	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1423 CENTER ST	Acreeage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	NORTH SIOUX CITY N 25 FT E 1/2 LOT 1 BLK 38				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 9/9/2021  
 Last Data Uploaded: 9/8/2021 7:58:54 PM

Developed by  Schneider  
 GEOSPATIAL

**WOODBURY COUNTY, IOWA  
BOARD ADMINISTRATION  
MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Karen James, Board Administrative Assistant  
**RE:** Consideration of a Petition for a Tax Suspension  
**DATE:** September 8, 2021

Please consider this request for a tax suspension for W.H. If the Board approves this request, the suspension resolution requires the chairman's signature

Thank you.

kmj



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

Date: 09/09/2021 Weekly Agenda Date: 9/14/2021

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

**WORDING FOR AGENDA ITEM:**

Consideration of a utility permit for installation of a copper service drop in county right of way in Wolf Creek Township

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Frontier Communications has applied for a permit to allow the installation of a new copper service line in county right of way of county road 170th St. between Kossuth and Lee Ave.

**BACKGROUND:**

Work in county ROW requires a permit approved by the Board of Supervisors per section 318.8 of the Code of Iowa. The county engineer has reviewed the locations and recommends that the work be allowed.

**FINANCIAL IMPACT:**

No financial impact to the county.

**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 approval of the permit for the Frontier Communications.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the underground utility permit for Frontier Communications and to direct the chair to sign the permits.

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY  
FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name Frontier Communications - Trent Flockhart Highway 170th Street  
 Address 600 1st Ave N Fort Dodge, IA 50501 Township Wolf Creek  
 City of \_\_\_\_\_  
 Office Phone 515-573-1268 Local Phone \_\_\_\_\_ Section: 11/2 1/4 of 1/4 Sec  
 Type of Utility Installation Copper service drop T 88 N, R 44 W  
 Plans Prepared By Trent Flockhart Copy Enclosed X Yes \_\_\_\_\_ No \_\_\_\_\_  
 Map Showing Location Enclosed \_\_\_\_\_ Yes X No \_\_\_\_\_  
 Utility Location is \_\_\_\_\_ X cross right-of-way \_\_\_\_\_ parallel to right-of-way  
 \_\_\_\_\_ overhead \_\_\_\_\_ X underground  
 Proposed Method of Installation  
 \_\_\_\_\_ tunnel \_\_\_\_\_ suspend on poles \_\_\_\_\_ cased  
X jack & bore \_\_\_\_\_ suspend on towers \_\_\_\_\_ trench  
 \_\_\_\_\_ open cut \_\_\_\_\_ plow

Estimated Starting Date 9/20/21 Estimated Restoration Date 9/25/21

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Merville, IA 51039. One executed copy will be returned to the Applicant.

By [Signature] Title Network Engineer  
(Signature of Authorized Utility Representative)  
Date 9/2/21

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Woodbury County Board Chairman)  
Date \_\_\_\_\_

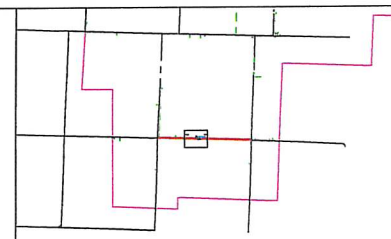
By \_\_\_\_\_ Title \_\_\_\_\_  
(Signature of Woodbury County Engineer)  
Date \_\_\_\_\_

Other Special Provisions:

Permit Provisions and Conditions of Issuance

- The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.
3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.
4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.
5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.
6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.
7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.
8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.
10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.
11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.
12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.



← TO KOSSUTH AVE

TO LEE AVE →

3457 170th St



PLACING A COPPER SERVICE DROP BY DIRECTIONAL BORE FROM PED 7 NORTH ACROSS 170TH ST TO PRIVATE ROW AT 3457 170TH ST.

170 ST

PED 7



3457 170TH ST DROP

PROJECT NUMBER: <b>DROP</b>		C.O. AREA: PIERSON EXCH. CODE:
DRAWN DATE: 8/2/21	ENGR: TRENT PHONE: 5155731268	CNTY: WOODBURY FILE:
SCALE: 1=100	TAX DISTRICT:	DWG 1 OF 1
TWNSHP: T-88-N	RNG: R-44-W	SEC: 112

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

Date: 09/09/2021 Weekly Agenda Date: 09/14/2021

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

**WORDING FOR AGENDA ITEM:**

Approval of a MOU changing the 2021 floating holiday for the AFSCME Courthouse Employees and the AFSCME Assistant County Attorney bargaining agreements to December 23, 2021.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The floating holiday for these two collective bargaining units was incorrect in the final contracts.

**BACKGROUND:**

Originally the day was December 24th, this MOU would move it to December 23, 2021 with the Christmas holiday being observed on December 24th.

**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the signing of the MOUs changing the floating holiday for AFSCME Courthouse and AFSCME Assistant County Attorneys bargaining units to December 23, 2021.

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

Date: 09/09/2021 Weekly Agenda Date: 09/14/2021

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

**WORDING FOR AGENDA ITEM:**

Request the approval to change the 2021 floating holiday for wage plan employees to December 23, 2021.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This agenda item will change the existing December 24, 2021 floating holiday to December 23, 2021, with the Christmas holiday being observed on December 24th.

**BACKGROUND:**

A previous agenda item established the floating holiday as December 24, 2021.

**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 motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the moving of the 2021 floating holiday to December 23, 2021 for wage plan employees.

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

Date: 9/09/2021 Weekly Agenda Date: 9/14/2021

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

**WORDING FOR AGENDA ITEM:**

Receive bids for clear and grub contract at Little Sioux Park gravel pit

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county engineer has prepared specifications for clear and grub of 48 acres to be excavated for gravel production

**BACKGROUND:**

This project is the first phase in excavation and production of gravel in conjunction with 10 million dollars supported by TIFF that was approved by resolution on December 17, 2019.

**FINANCIAL IMPACT:**

The project is paid for with a 10 million dollar county road improvement bond.

**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:**

- 1) I recommend that the Board receive bids for clear and grub of Little Sioux Park gravel pit and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the bids.

**ACTION REQUIRED / PROPOSED MOTION:**

- 1) Motion to receive bids for clear and grub of Little Sioux Park gravel pit and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.

*Approved by Board of Supervisors April 5, 2016.*

## DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement dated July 26, 2021 (as amended from time to time, this “**Agreement**”) is entered into between D.A. Davidson & Co. (“**Davidson**”) and Woodbury County, Iowa (the “**Obligated Party**”), whereby Davidson agrees to serve as dissemination agent to the Obligated Party to assist the Obligated Party with compliance with its written undertakings to provide certain secondary market disclosure information to the Municipal Securities Rulemaking Board (“**MSRB**”) with respect to certain outstanding municipal securities identified in Exhibit A hereto in accordance with requirements of Rule 15c2-12 (the “**Rule**”) of the United States Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 as in effect on the date of each undertaking (the “**Act**”).

This Agreement applies to the municipal securities described in Exhibit A hereto (collectively, the “**Securities**”) for which the Obligated Party has undertaken to provide certain ongoing secondary market disclosures pursuant to the Rule and the Obligated Party’s written undertakings identified in Exhibit A hereto (collectively, the “**Undertakings**”). This Agreement also covers any additional municipal securities subsequently issued and described in a supplement to this Agreement in the form of Exhibit B, attached hereto, which forms an amendment hereto and will be fully incorporated herein.

### 1. SERVICES TO BE PROVIDED

Davidson agrees to perform the following services for the benefit of the Obligated Party:

- A. Review the Obligated Party’s outstanding Undertakings;
- B. Notify the Obligated Party at the appropriate time each year to remind the Obligated Party of the nature and timing of its obligation under the Undertakings;
- C. Obtain relevant demographic and tax information from available governmental sources or other third party information providers in order to assist the Obligated Party in preparation of operating and financial information disclosures (together, the “Annual Report”) required by the Undertakings;
- D. Assemble and tabulate operating information obtained by Davidson and/or provided by the Obligated Party as required by the Undertakings;
- E. Receive from the Obligated Party its annual financial information in form and content required by the Undertakings;
- F. Provide to the Obligated Party copies of the Annual Report to be disseminated to the MSRB;
- G. Unless otherwise directed in writing by the Obligated Party prior to the date required in the Undertakings for dissemination to the MSRB, disseminate and provide receipt of filing of Annual Reports to the MSRB on or before the submission deadline date(s); and
- H. At the direction of the Obligated Party, disseminate and provide receipt of filing of notices to the MSRB of the occurrence of events (each, an “Event Notice” and, together with the Annual Report, the “Disclosure Information”) specified in the Undertakings.



## 2. RESPONSIBILITIES OF THE OBLIGATED PARTY

The Obligated Party agrees to cooperate with Davidson to collect and provide the Disclosure Information on a timely basis to allow Davidson to disseminate the same on or before the deadlines therefor set forth in the Undertakings.

The Obligated Party will provide Davidson with an electronic copy, in word-searchable portal document format (PDF), of its Annual Report, including audited financial statements if required by the Undertakings, as soon as possible after receipt and approval (if applicable) thereof by the Obligated Party but in all instances in sufficient time to allow Davidson to submit the same to the MSRB on or prior to the deadline dates specified in the Undertakings.

The Obligated Party will inform Davidson of the occurrence of any event required to be disclosed by the Undertakings as soon as practicable after it has, or is deemed to have, knowledge thereof.

## 3. ANNUAL FEES

For its services hereunder, Davidson shall be paid the Annual Fee. “*Annual Fee*” means, with respect to any calendar year or portion thereof, payable on or about the date of execution and delivery of this Agreement for the first such calendar year and thereafter on or prior to the anniversary date of this Agreement, the sum of (i) \$1,000 per year for each Annual Report filed. The Annual Fee with respect to any calendar year shall also include an amount equal to \$0 for each Event Notice filed during such calendar year, which fee shall be payable within ten days of receipt by the Obligated Party of an invoice relating thereto from Davidson. In addition, the Obligated Party shall reimburse Davidson for out of pocket expenses incurred in preparing the Disclosure Information.

## 4. MUNICIPAL ADVISOR DISCLAIMER

The Obligated Party and Davidson intend and agree that the performance of services by Davidson under this Agreement does not constitute the provision of municipal advisory activities within the meaning of Rule 15Ba1-1(e) of the Act and does not create or impose a duty on Davidson to advise the Obligated Party with respect to the issuance of municipal securities or municipal financial products (as defined in the Act). In providing the services described herein, Davidson is not recommending any action to any person, and the services provided by Davidson herein are not intended to be, and shall not be construed as, a “recommendation” or “advice” within the meaning of Section 15B of the Act and the regulations promulgated thereunder. Davidson is not acting as an advisor to any person and does not owe a fiduciary duty pursuant to Section 15B of the Act and the regulations promulgated thereunder with respect to services provided by this Agreement.

## 5. LEGAL ADVICE DISCLAIMER

The Obligated Party acknowledges and understands that other state and federal laws, rules and regulations, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Act, may apply to the Obligated Party, and that the failure of Davidson to advise the Obligated Party of the Obligated Party’s responsibilities under such laws, rules and regulations shall not constitute a breach by Davidson of any of its duties and responsibilities under this Agreement. The Obligated Party acknowledges and understands that (i) Davidson is not acting in any legal, accounting or financial capacity with the Obligated Party under this Agreement and is not providing legal, accounting or financial advice with respect to any federal or state laws rules, or regulations; and (ii) the duties of Davidson under this Agreement relate exclusively to the performance of administrative tasks set forth in Section 2 hereof on behalf of the

Obligated Party. The Obligated Party should consult with its own legal, accounting and financial professionals for advice with respect to compliance with other state and federal laws, rules and regulations applicable to the Obligated Party.

#### 6. LIMITATION OF LIABILITY

Davidson shall have only such duties as are specifically set forth in Section 2 of this Agreement. Davidson's obligation to disseminate the Disclosure Information at the times and with the content described in the Undertakings shall be limited solely to the extent the Obligated Party has provided the foregoing to Davidson as required by this Agreement. Davidson shall have no duty to review and verify the accuracy or completeness of any Disclosure Information provided by the Obligated Party or other sources reasonably believed by Davidson to be reliable, and the Obligated Party hereby disclaims and releases Davidson from any responsibility to the holders of the Securities or any other party pursuant to this Agreement. Davidson shall have no responsibility for the failure of the Obligated Party to report in a timely manner to Davidson a Notice Event or a duty to determine the materiality thereof. Davidson shall have no duty to determine, or liability for failure to determine, whether the Obligated Party has complied with the Undertakings. Davidson may rely exclusively upon certifications of the Obligated Party at all times.

#### 7. TERMINATION

This Agreement will automatically terminate with respect to an issue of Securities upon the termination of any Undertaking relating to those Securities. The Obligated Party may discharge Davidson upon giving 30 days written notice to Davidson with or without appointing a successor to act in such capacity. The Dissemination Agent may terminate its duties hereunder upon giving 30 days' written notice to the Obligated Party with or without a successor being available for appointment by the Obligated Party.

#### 8. WAIVER OF JURY TRIAL

EACH OF THE PARTIES HEREBY 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. THE PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

#### 9. GOVERNING LAW

The laws of the State of Iowa shall govern this Agreement.

#### 10. ADDRESSES FOR NOTICES

All notices and other communications called for hereunder shall be made in writing via hand delivery, first class mail, postage prepaid, overnight delivery by reputable courier service, or by electronic mail, and shall be deemed to have been duly made or given when delivered by hand or received by overnight delivery or first class mail or, in the case of electronic mail delivery, when transmitted, answer back received. All notices provided hereunder shall be addressed as follows:

If to Obligated Party:

Woodbury County, Iowa  
620 Douglas St.  
Sioux City, IA 51101

Attention: Dennis Butler  
Email: [dbutler@woodburycountyiowa.gov](mailto:dbutler@woodburycountyiowa.gov)

If to Davidson:

D. A. Davidson

Des Moines, Iowa,  
Attention: Nathan Summers, Vice President, Public Finance  
Email: [nsummers@dadco.com](mailto:nsummers@dadco.com)

#### 11. BENEFICIARIES

This Agreement shall inure solely to the benefit of the Obligated Party and Davidson, and shall create no rights in any other person or entity.

#### 12. MISCELLANEOUS

This Agreement embodies the entire agreement and understanding between the parties hereto and, unless otherwise indicated, supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived, except by an instrument in writing signed by both Davidson and the Obligated Party.

#### 13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the Obligated Party and the Dissemination Agent have each caused this Dissemination Agreement to be executed by their duly authorized officers as of the date first above written.

**Woodbury County, Iowa**


By: \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SEAL]

**D.A. Davidson & CO.**, in its capacity as  
Dissemination Agent

By: \_\_\_\_\_  
Signature  \_\_\_\_\_  
Name Nathan Summers  
Title Vice President

**EXHIBIT A**

**SECURITIES ISSUES SUBJECT TO CONTINUING DISCLOSURE**

Woodbury County, Iowa

**Base CUSIP 979064**

\$8,820,000 General Obligation Urban Renewal County Road Improvement Bonds, Series 2021

**EXHIBIT B – FORM OF SUPPLEMENT TO SERVE AS  
DISSEMINATION AGENT**

[Date]

[Name of Obligated Party]  
[Address of Obligated Party]

Re: Supplement to Dissemination Agent Agreement, dated \_\_\_\_\_ between D.A. Davidson and Woodbury County, Iowa, (the “Dissemination Agreement”)

Pursuant to the Dissemination Agent Agreement, dated \_\_\_\_\_, \_\_\_\_ between D.A. Davidson and Woodbury County, Iowa, (the “Obligated Party”), Davidson agreed to provide certain secondary market disclosure dissemination services to the Obligated Party with respect one or more contractual undertakings of the Obligated Party to disseminate certain continuing operating and financial information and notices of certain enumerated events to the MSRB. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

Name of Municipal Securities

Name and Date of Undertaking

A copy of the Undertaking is attached hereto.

The parties hereto agree that this supplement amends the Dissemination Agreement and is fully incorporated therein in all of its terms.

D. A. DAVIDSON

\_\_\_\_\_  
Vice President

Date: \_\_\_\_\_

WOODBURY COUNTY, IOWA

\_\_\_\_\_  
Date: \_\_\_\_\_