



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MAY 16) (WEEK 20 OF 2023)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Daniel A. Bittinger II
389-4405
dbittinger@woodburycountyiowa.gov

Mark Nelson
540-1259
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Keith W. Radig
560-6542
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Jeremy Taylor
259-7910
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 May 16, 2023, 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. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

1. Please silence cell phones and other devices while in the Boardroom.
2. The Chair may recognize speakers on agenda items after initial discussion by the Board.
3. Speakers will approach the microphone one at a time and give their name and address before their statement.
4. Speakers will limit their remarks to three minutes on any one item and address their remarks to the Board.
5. At the beginning of 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. The Chair may also request delegates provide statements on behalf of multiple speakers.
6. Any concerns or questions which do not relate to a scheduled item on the agenda will be heard under the item "Citizen Concerns." Please note the Board is legally prohibited from taking action on or engaging in deliberation on concerns not listed on the agenda, and in such cases the Chair will request further discussion take place after properly noticed.
7. Public comment by electronic or telephonic means is prohibited except for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

3:30 p.m. Closed Session {Iowa Code Section 21.5(1)(c.)}
First Floor Boardroom

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

1. Approval of the agenda Action

Consent Agenda

Items 2 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of the May 9, 2023, meeting
3. Approval of claims
4. Deputy Commissioner of Elections – Steve Hofmeyer
Receive the appointment of Micah Lang to fill the vacancy of the office of WIT Director District I

5. County Treasurer – Tina Bertrand
 - a. Approval of resolution for a tax abatement for Lake Forest MHC
 - b. Approval of resolution for a tax abatement for Yes Homesales
 - c. Approval of resolution for a tax abatement for Dream Homes
 - d. Approval to refund request for overpayment of taxes for parcel #894735156022 in the amount of \$5,358.00
 - e. Approval of resolution for a tax abatement for Woodbury County, Iowa parcels #884301100009 and #884301100010
 - f. Approval of resolution for a tax abatement for Woodbury County, Iowa parcels #884714300001, #884723100001, #884723100002 and #884723100004

6. Board Administration – Karen James
 - a. Approval of lifting tax suspension for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension
 - b. Approval of resolution thanking and commending Jennifer Johnson for her years of service with Woodbury County
 - c. Approval of resolution thanking and commending Stephanie Powell for her years of service with Woodbury County

7. County Auditor – Patrick Gill
 - a. Approval of Liquor License Application for Correctionville Golf Club, Correctionville
 - b. Approval of Liquor License Application for Backpack Brewing LLC, Merville

8. Human Resources – Melissa Thomas

Approval of Memorandum of Personnel Transactions

9. Secondary Roads – Mark Nahra

Approval of permit to work in the right of way for Jeff Stewart

End Consent Agenda

- | | | |
|--------------------------------|---|----------------------------|
| | 10. Approval of appointment to the Civil Service Commission | Action |
| 4:40 p.m.
(Set time) | 11. Board Administration – Dennis Butler <ol style="list-style-type: none"> a. Public hearing on the FY 24 county maximum property tax dollars b. Approval of resolution of FY 24 county maximum property tax dollars | Action
Action |
| 4:45 p.m.
(Set time) | 12. Planning/Zoning – Daniel Priestley <ol style="list-style-type: none"> a. Receive the updated county staff report concerning proposed amendment to Ordinance #56 b. Public hearing for an ordinance to amend portions of Woodbury County Ordinance #56: Amendments to modify Section 6.1.A: Wind turbines set back requirements to increase certain setback requirements to the ordinance regulating Commercial Wind Energy Conversion Systems in unincorporated Woodbury County c. Conduct and approve the second reading of the ordinance amendment | Action
Action
Action |
| | 13. Summit Carbon Solutions – Riley Gibson
Summit Carbon Solutions Project update | Information |

- | | |
|---|-------------|
| 14. WCICC-IT – John Malloy
Approval of Sidwell Parcel Fabric Migration Agreement | Action |
| 15. Secondary Roads – Mark Nahra
Approval of contract for HMA Rout and Seal 2023 project with Sioux Commercial Sweeping for \$25,136.00 | Action |
| 16. Human Resources – Melissa Thomas | |
| a. Approval to increase EMS holidays worked pay to double for 24 hours and holiday benefit pay for 12 hours | Action |
| b. Approval of purchase of the Cyber Liability Insurance policy for FY 23/24 | Action |
| c. Approval of the updated Security Awareness resolution, the new Security Awareness policy for Woodbury County employees using the WCICC-IT network and the updated Acceptable Use-Technology policy for all Woodbury County employees | Action |
| 17. Board Administration – Dennis Butler | |
| a. Discussion on H.F. 718 relating to Iowa Property Tax Reform Bill | Information |
| b. Approval of letter of support for Kosovich & Murphy Developments application for the Iowa Workforce Housing Tax Credits | Action |
| 18. Board of Supervisors – Matthew Ung | |
| a. Approval of joint representation letter of Woodbury County in Iowa Utilities Board Pipeline Permit proceedings, Navigator Heartland Greenway | Action |
| b. Approval of joint representation letter of Woodbury County in Iowa Utilities Board Pipeline Permit Proceedings, Summit Carbon Solutions | Action |
| c. Approval of engagement letter with Ahlers & Cooney for representation in the matter of hazardous liquid pipeline permits and regulations | Action |
| 19. Board of Supervisors – Jeremy Taylor & Mark Nelson
Information regarding future direction and recommendations for Climbing Hills Emergency Services Building | Information |
| 20. Reports on Committee Meetings | Information |
| 21. Citizen Concerns | Information |
| 22. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

WED., MAY 17	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
THU., MAY 18	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
FRI., MAY 19	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
MON., MAY 22	6:00 p.m.	Zoning Commission Meeting, First Floor Boardroom
WED., MAY 24	2:30 p.m.	Rolling Hills Community Services Region Governance Board Meeting
THU., MAY 25	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
	11:15 a.m.	Western Iowa Community Improvement Regional Housing Trust Fund - Hybrid
MON., JUNE 5	6:00 p.m.	Board of Adjustment meeting, First Floor Boardroom
WED., JUNE 7	10:00 a.m.	Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
	11:00 a.m.	Loess Hills Alliance Executive Meeting
	1:00 p.m.	Loess Hills Alliance Full Board Meeting
	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
	12:00 p.m.	District Board of Health Meeting, 1014 Nebraska St.
THU., JUNE 8	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St.
	4:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
WED., JUNE 14	7:30 a.m.	SIMPCO Executive-Finance Committee - Hybrid
	8:05 a.m.	Woodbury County Information Communication Commission, First Floor Boardroom
	10:00 a.m.	Western Iowa Tourism Region Annual Meeting, Audubon County
THU., JUNE 15	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
	5:00 p.m.	SIMPCO Annual Board of Directors Meeting & Award Ceremony, Mapleton, IA
FRI., JUNE 16	12:00 p.m.	Siouxland Human Investment Partnership Board Meeting, 2540 Glenn Ave.
WED. JUNE 21	12:00 p.m.	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202

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.

MAY 9, 2023, NINETEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, May 9, 2023, at 4:30 p.m. Board members present were Bittinger II, Nelson, Taylor, Radig, and Ung. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

1. Motion by Ung second by Taylor to approve the agenda for May 9, 2023. Carried 5-0. Copy filed.
Motion by Ung second by Nelson to approve the following items by consent:
2. To approve minutes of the May 2, 2023 meeting. Copy filed.
3. To approve the claims totaling \$997,886.64. Copy filed.
4. To approve an application for a 12-month, Class C Retail Liquor License, with Outdoor Services Sales privileges for Oscar Carl Vineyard, effective 06/02/2023 through 06/01/2024. Copy filed.
5. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale of parcel #894728127010, 613-15 13th St.

**RESOLUTION #13,589
NOTICE OF PROPERTY SALE**

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

The W 50 feet of Lot 7, the W 50 feet of the South half of Lot 8, the W 30 feet of the North half of Lot 8 and the W 25 feet of the S 23 feet of Lot 9, all in Block 83 Sioux City East Addition, City of Sioux City, in the County of Woodbury County and State of Iowa (613-15 13th 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 **23rd Day of May, 2023 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 **23rd Day of May, 2023**, 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 \$49100** 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 9th Day of May, 2023.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

6. To receive for signatures a Resolution Thanking and Commending Michael Gray for his years of service with Woodbury County.

WOODBURY COUNTY, IOWA
RESOLUTION #13,590
A RESOLUTION THANKING AND COMMENDING
MICHAEL GRAY
FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Michael Gray has capably served Woodbury County as an employee of the Woodbury County Secondary Roads for 28 years from October 23, 1995 to June 30, 2023

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

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

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

BE IT SO RESOLVED this 9th day of May 2023.
 WOODBURY CUNTY BOARD OF SUPERVISORS
 Copy filed.

7a. To approve the reclassification of Theodore Karrer, Custodian, Building Services Dept., effective 05-01-23, \$21.24/hour, 2.4%=\$.50/hr. Increase due to Asbestos certification.; the reclassification of Cathia Wise, Custodian, Building Services Dept., effective 05-01-23, \$18.55/hour, 2.7%=\$.50/hr. Increase due to Asbestos certification.; the reclassification of Ian Klemke, Maintenance Technician, Building Services Dept., effective 05-01-23, \$23.36/hour, 2%=\$.50/hr. Increase due to Asbestos certification.; the reclassification of Jon Mouw, Maintenance Technician, Building Services Dept., effective 05-01-23, \$23.36/hour, 2%=\$.50/hr. Increase due to Asbestos certification.; the reclassification of Steven Roder, Maintenance Technician, Building Services Dept., effective 05-01-23, \$25.75/hour, 2%=\$.50/hr. Increase due to Asbestos certification.; the reclassification of Craig Steig, Maintenance Technician, Building Services Dept., effective 05-01-23, \$25.75/hour, 2%=\$.50/hr. Increase due to Asbestos certification.; the reclassification of Terry Svendsen, Maintenance Worker, Building Services Dept., effective 05-01-23, \$25.75/hour, 2%=\$.50/hr. Increase due to Asbestos certification.; the other of Rocky De Witt, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 05-01-23, \$23.37/hour, 0%. Change to P/T On-Call Status.; the appointment of Kiely Novak, Temporary Engineering Aide, Secondary Roads Dept., effective 06-01-23, \$16.50/hour. Not to exceed 120 days.; and the separation of Michael Gray, District Foreman, Secondary Roads Dept., effective 06-30-23. Retirement. Copy filed.

7b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for District Foreman, Secondary Roads Dept. Wage Plan: \$2,742.94 - \$2,932.05/bi-weekly.; and Assistant to the County Engineer, Secondary Roads Dept. Wage Plan: \$92,874.77/year, \$3,572.11/bi-weekly. Copy filed.

7c. To approve Jennifer Johnson and Stephanie Powell to remain on County Health insurance. Copy filed.

Carried 5-0.

8. Motion by Radig second by Bittinger to approve a permit to work in the county right of way for Certified Testing Services. Carried 5-0. Copy filed.

10. Reports on committee meetings were heard.

11. There were no citizen concerns.

12. Board concerns were heard.

9a. Motion by Radig second by Nelson to receive county staff report concerning proposed amendments to Ordinance #56. Carried 5-0. Copy filed.

9b. A public hearing was held at 4:45 p.m. for an ordinance to amend portions of Woodbury County Ordinance #56: Amendments to modify Section 6.1.A: Wind turbines set back requirements to increase certain setback requirements to the ordinance regulating Commercial Wind Energy Conversion Systems in unincorporated Woodbury County.

Motion by Ung second by Radig to close the public hearing. Carried 5-0.

Kathy Hoffmann, Correctionville Mayor, Larry Fillipi, Anthon, Jim Fisher, Merville Mayor, Dan Hair, Humbolt Ave, Hornick, William dougherty, Urbandale, Doyle Turner, Merville.

Motion by Nelson second by Bittinger to receive damage from wind turbine from Mr. Hair. Carried 5-0. Copy filed.

9c. Motion by Radig second by Bittinger to approve the first reading of the ordinance amendment. Carried 5-0. Copy filed.

The Board adjourned the regular meeting until May 16, 2023.

Meeting sign in sheet. Copy filed.

NOTICE OF APPOINTMENT TO FILL A VACANCY

TO: Patrick F. Gill, Woodbury County Auditor/Recorder & Commissioner of Elections

From: Western Iowa Tech Community College School/City/Township/Extension/Soil & Water
Brenda Wright Secretary/Clerk

5/10/2023

Date

This is to notify you and the Board of Supervisors of Woodbury County that the following person has been appointed until the next regular/general election:

For the office of District I Board Member

Name Micah Lang

Address 234 5th Ave. SW

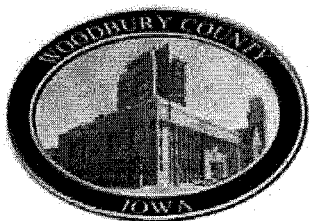
City/Zip Le Mars, IA. 51031

Date of appointment 5/8/23

This appointment is to fill the office previously held by:

Neal Adler (Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101



Tina M. Bertrand
Woodbury County Treasurer
822 Douglas St Ste 102
Sioux City IA 51101
712-279-6495

May 10, 2023

Dear Board of Supervisors,

Please abate the following parcels:

19A19896-Lake Forest MHC (Located 3700 28 th St Lot 76)	1991 Chief Mobile Home Abandoned home	\$153.00
114575D2143-Yes Homesales (Located 3290 N Martha St Lot #21)	1974 Titan Mobile Home Junking Certificate issued	\$63.00
05971481054-Dream Homes (Located 3700 28 th St Lot #470)	1997 Forest Park Mobile Home Junking Certificate issued	\$204.00

Thank you for your time,

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

Janet L. Trimpe
Woodbury County Tax Deputy

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Lake Forest MHC is the titleholder of a mobile home VIN #19A19896 located in Woodbury County, Iowa and legally described as follows:

VIN #19A19896 1991 Chief Mobile Home

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest MHC.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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 mobile home according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 16th day of May, 2023.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle Skaff, Deputy
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Yes Homesales is the titleholder of a mobile home VIN #114575D2143 located in Woodbury County, Iowa and legally described as follows:

VIN #114575D2143 1974 Titan Mobile Home

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Yes Homesales.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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 mobile home according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 16th day of May, 2023.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle Skaff, Deputy
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Dream Homes is the titleholder of a mobile home VIN #05971481054 located in Woodbury County, Iowa and legally described as follows:

VIN #05971481054 1997 Forest Park Mobile Home

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Dream Homes.

WHEREAS, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

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 parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

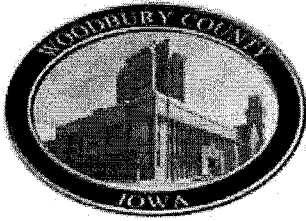
SO RESOLVED this 16th day of May, 2023.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle Skaff, Deputy
Woodbury County Auditor/Recorder

Matthew Ung, Chairman



Tina M. Bertrand
Woodbury County Treasurer
822 Douglas St Ste 102
Sioux City IA 51101
712-279-6495

May 9, 2023

Dear Board of Supervisors,

Hy-Vee is requesting a refund of \$5358.00 of their payment from 3-23-23 of \$71,382.00. There was an Auditor correction done in April that lowered the assessed values of their property. This also lowered the taxes that needed to be paid. The correction resulted in an overpayment from the \$71,382.00 payment. They were given the choice to get it refunded or leave it as a credit for the 2022 assessment year. They decided to apply for the refund.

8947 35 156 022—Hy Vee (3301 Gordon Dr) \$5358.00

Please approve this refund for them.

Thank you for your time,

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

Janet L. Trimpe
Woodbury County Tax Deputy



Tina M. Bertrand
Woodbury County Treasurer
822 Douglas St Ste 102
Sioux City IA 51101
712-279-6495

May 9, 2023

Dear Board of Supervisors,

The following parcels are owned by Woodbury County and need to be abated.

8843 01 100 009	(Kedron Township)	\$ 372.00
8843 01 100 010	(Kedron Township)	\$ 1494.00
8847 14 300 001	(Woodbury Township)	\$ 3184.00
8847 23 100 001	(1600 County Home Rd)	\$ 846.00
8847 23 100 002	(Woodbury Township)	\$ 976.00
8847 23 100 004	(Woodbury Township)	\$ 2142.00

Thank you for your time,

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

Janet L. Trimpe
Woodbury County Tax Deputy

WOODBURY COUNTY, IOWA

RESOLUTION # _____

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Woodbury County, Iowa is the titleholder of real estate Parcels #884301100009 and #884301100010 located 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

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 parcel according to Code of Iowa, 427.3 and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 16th day of May 2023.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

Michelle Skaff, Deputy
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

WOODBURY COUNTY, IOWA

RESOLUTION # _____

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 SW 14-88-47

Parcel #884723100001

Woodbury Township NW 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, 427.3, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 16th day of May, 2023.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

Michelle Skaff, Deputy
Woodbury County Auditor
And Recorder

Matthew Ung, Chairman

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

Date: 5/11/23 Weekly Agenda Date: 5/16/23

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Administrative Assistant

WORDING FOR AGENDA ITEM:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually, the Board of Supervisors requires those receiving tax suspensions to re-certify their income. Those petitioners who fail to re-certify their income by the deadline or if their income does not qualify for continued tax suspension, will be turned over to the Board of Supervisors for action on lifting the tax suspension.

BACKGROUND:

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

To lift the tax suspension of the petitioners that are listed on the attachment.

ACTION REQUIRED / PROPOSED MOTION:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension.

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Jennifer Johnson

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Jennifer Johnson has capably served Woodbury County as an employee of the Siouxland District Health Department for 34 years from December 11, 1989 to July 14, 2023

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

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

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

BE IT SO RESOLVED this 16th day of May 2023.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

Jeremy J. Taylor, Member

Daniel A. Bittinger II, Member

Keith W. Radig, Member

Mark E. Nelson, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Stephanie Powell

FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Stephanie Powell has capably served Woodbury County as an employee of the Siouxland District Health Department for 19 years from August 9, 2004 to October 2, 2023

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

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

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

BE IT SO RESOLVED this 16th day of May 2023.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

Jeremy J. Taylor, Member

Daniel A. Bittinger II, Member

Keith W. Radig, Member

Mark E. Nelson, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

**Office Of The
AUDITOR/RECORDER
Of Woodbury County**

PATRICK F. GILL
Auditor/Recorder



Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101

Phone (712) 279-6702
Fax (712) 279-6629

To: Board of Supervisors

From: Patrick F. Gill, Auditor & Recorder

*PKJ by
MCS*

Date: May 8, 2023

Subject: Liquor License Application for the Correctionville Golf Club, Correctionville, Iowa.

Please approve and receive for signature, an applicaton for a 12-month, Class C Retail Liquor License (LC) (Commercial), with Outdoor Service, for the Correctionville Golf Club, Correctionville, Iowa. The license would be effective 06/02/23 through 06/01/24.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CORRECTIONVILLE GOLF CLUB INC	CORRECTIONVILLE GOLF CLUB INC	(712) 229-0477		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1300 Hackberry St		Correctionville		51016
MAILING ADDRESS	CITY	STATE	ZIP	
1300 Hackberry St	Correctionville	Iowa	51016	

Contact Person

NAME	PHONE	EMAIL
KATIE EDWARDS	(712) 229-0477	k.mitchell12@live.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0048337	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 2, 2023	June 1, 2024	

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
NICKEY (NICK) HEATH	CORRECTIONVILLE	Iowa	510161023	PRESIDENT	0.58	Yes
ADAM KELLY	CORRECTIONVILLE	Iowa	510168023	VICE-PRESIDENT	0.58	Yes
KATIE EDWARDS	CORRECTIONVILLE	Iowa	510161006	SEC./TREASURER	0.01	Yes

Insurance Company Information

INSURANCE COMPANY

Grinnell Mutual

POLICY EFFECTIVE DATE

June 2, 2023

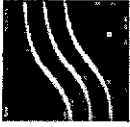
POLICY EXPIRATION DATE

June 2, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE



ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa

State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

**Office Of The
AUDITOR/RECORDER
Of Woodbury County**

PATRICK F. GILL
Auditor/Recorder



Court House – Rooms 103
620 Douglas
Sioux City, Iowa 51101

Phone (712) 279-6702
Fax (712) 279-6629

To: Board of Supervisors

From: Patrick F. Gill, Auditor & Recorder

*PKJ by
MCS*

Date: May 8, 2023

Subject: Liquor License Application for the Backpacket Brewing LLC, Merville, Iowa.

Please approve and receive for signature, an applicaton for a 5-day, Special Class C Liquor License), with Outdoor Service and Sunday sales privileges, for the Backpacket Brewing LLC, Merville, Iowa. The license would be effective 07/21/23 through 07/25/23.



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
BACKPOCKET BREWING, LLC	Backpocket Brewing	(319) 449-3700

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2590 110th Street		Moville	Woodbury	51039

MAILING ADDRESS	CITY	STATE	ZIP
903 Quarry Road Iowa River Landing	Coralville	Iowa	52241

Contact Person

NAME	PHONE	EMAIL
Aaron Vargas	(319) 400-0052	aaron.vargas@backpocketbrewing.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
July 21, 2023	July 25, 2023	

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Marci Strutt	West Des Moines	Iowa	50265	Owner	49.54	Yes
David Strutt	West Des Moines	Iowa	50265	Owner	49.54	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: May 16, 2023

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Morris, Alyse	County Treasurer	5-29-23	Clerk II	\$23.37/hour	10.6%=\$2.25/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 4 to Grade 3/Step 5.
Britton, Andrew	Juvenile Detention	5-29-23	P/T Youth Worker	\$20.89/hour		A	Job Vacancy Posted 12-21-22. Entry Level Salary: \$20.89/hour.
Clausen, Jared	County Sheriff	6-05-23	Deputy Sheriff	\$36.13/hour		A	Appointment by County Sheriff.
Greco, Joseph	County Sheriff	6-12-23	Civilian Jailer	\$23.33/hour		A	Job Vacancy Posted 2-6-23. Entry Level Salary: \$23.33/hour.
Schmidt, Nicholas	County Sheriff	6-12-23	Civilian Jailer	\$23.33/hour		A	Job Vacancy Posted 2-6-23. Entry Level Salary: \$23.33/hour.
Walker, Isaiah	County Sheriff	6-12-23	Civilian Jailer	\$23.33/hour		A	Job Vacancy Posted 2-6-23. Entry Level Salary: \$23.33/hour.
Yarte, Joel	County Sheriff	6-12-23	Civilian Jailer	\$23.33/hour		A	Job Vacancy Posted 2-6-23. Entry Level Salary: \$23.33/hour.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas

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

Date: 5/11/2023 Weekly Agenda Date: 5/16/2023

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

WORDING FOR AGENDA ITEM:

Consideration of permit to work in the county right of way for Jeff Stewart

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:

Jeff Stewart at 16 Heritage Court has requested a permit to work in the right of way to widen and existing driveway on a curb and gutter street

BACKGROUND:

Work in county ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT:

No impact at this time.

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?

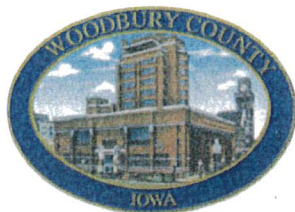
Yes No

RECOMMENDATION:

Approve the permit to work in the right of way

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way for Jeff Stewart and to direct the chair to sign the permit.



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@woodburycountyiowa.gov

SECRETARY
Tish Brice
tbrice@woodburycountyiowa.gov

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT PERMIT & AGREEMENT TO PERFORM WORK WITHIN WOODBURY COUNTY RIGHT OF WAY

Name of Permittee: Jeff Stewart Phone No.: 712-577-0594

Mailing Address: 16 Heritage Pl. Sioux City, IA 51106

Township: _____ Section: _____

Woodbury County, State of Iowa, and Jeff Stewart (hereinafter referred to as property owner, organization or authorized representative) do hereby enter into the following permit and agreement:

1. Woodbury County hereby consents to and grants permission to the property owner, organization or authorized representative, to conduct the following described construction or activities within the right-of-way:

Widen & repair driveway. Curb will be ground and opening widened to 25'. Driveway will be dowelled into pavement. 6" minimum depth.

2. In consideration of Woodbury County granting said permission and consent, the property owner, organization or authorized representative hereby promises and agrees to the following:

A. The applicant shall carry on the construction, repair and maintenance with serious regard to the safety of the traveling public and adjacent property owners.

B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. Traffic protection shall be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The Department will loan the required signs to the applicant who shall be responsible for placing the signs and covering or removing when not in use, removal after the work has been completed, and return of the Department owned signs to the Department maintenance facility from which obtained. The applicant shall be responsible for correctly using signs as needed while work is in progress. Flagging operations are the responsibility of the applicant.

C. In placing any drainage structure, no natural drainage course will be altered or blocked.

D. The finished project shall be left in a satisfactory condition subject to the approval of the County Engineer. The traveled portion of the roadway shall not be damaged or disturbed. The property owner, organization or authorized representative assumes all liability and agrees to reimburse Woodbury County for any damage to the roadway or ditch caused by placement of this structure. Permittee is to call County Engineer for upon completion for final inspection.

E. The property owner, organization or authorized representative shall notify all appropriate telephone and utility companies in advance of any excavation and shall check for underground electric or telephone lines.

F. Woodbury County will not assume any of the cost of the construction of the said improvement or structure nor will Woodbury County assume any future costs for maintenance or replacement of said improvement or structure. If in the best interest of Woodbury County, the said improvement or structure may be removed by the County, or may be caused to be removed, without any obligation by Woodbury County to pay damages or cost of replacement.

G. Property owner, organization or authorized representative will reseed and mulch the disturbed areas. Property owner, organization or authorized representative will be responsible for seed, mulch, and labor unless otherwise provided in section L.

H. The property owner, organization, or authorized representative hereby agrees to hold Woodbury County and the Woodbury County Secondary Road Department, its employees and agents harmless against any and all claims for damages and personal injury arising out of work performed or actions taken by the applicant related to the construction or maintenance of the facility. The applicant further agrees to reimburse the County or the Department for any expenditures that the County or Department may have to make on said highway rights of way on account of said applicant's construction or maintenance activity or other activities or lack thereof. The applicant shall also save Woodbury County and the Woodbury County Secondary Road Department harmless of any damage or losses that may be sustained by the traveling public on account of such construction, repair or maintenance operations, or other activities.

I. **FAILURE TO CONFORM TO OR TO ACQUIRE A PERMIT IS A VIOLATION OF SECTION 318.8, 2009 CODE OF IOWA.** This permit is subject to any laws now in effect or any laws that may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies. This permit is subject to all the rules and regulations of Woodbury County and the Woodbury County Secondary Road Department.

J. This permit is subject to revocation by the Department at any time and at no cost to the Department, when in the judgment of the Department it is necessary in the improvement or maintenance of the highway or for other reasonable cause.

K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

L. Woodbury County agrees to provide the following contribution toward completion of this project:

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of June, 2023.

Entered into this 9th day of May, 2023.

[Signature]

Signature of Property Owner or Authorized Representative

[Signature]

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

**APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION**

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101
Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: Civil Service Board Member (Board/Commission)

Date: May 2, 2023 E-mail Address: dnorton712@hotmail.com

Name Dawn Norton

Address 4420 Central St., Sioux City, IA 51108

Phone Number (712) 560-2575

Fax number _____

Business Phone (712) 279-6609

Cell Phone (712) 560-2575

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Woodbury County Community & Economic Development – Sr. Clerk

Support Siouxland Soldiers – volunteer, former Board of Directors member

Attend monthly Zoning Commission & Board of Adjustment meetings

Facilitate yearly United Way campaign for Woodbury County employees

Life-long platelet donor

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

Available after regular work hours (After 4:30 M-F) and Saturday all day

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

I have worked for Woodbury County over 26 years, almost 17 years at the Sheriff's Office, 9 years in my current department. I also worked for the Department of Corrections part-time for 20 years. I am familiar with County policies and procedures, and the importance of integrity and confidentiality.

■ Contributions you feel you can make to the Board/Commission:

Over the years with Woodbury County, I have developed a good working relationship with several other departments within the County, as well as outside agencies, and an understanding of how the County works as a whole.

■ **Direction/role you perceive of this Board/Commission:**

Review policy, facilitate testing for promotions and new hires, and maintain list of qualified candidates.

■ **In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?**

■ **Please provide two references who may be contacted on your qualifications for this position.**

Name Address Phone Number Email Address Relationship

David Gleiser – 45 Red Bridge Road, Sioux City, IA 51104

(712) 899-4785 david.gleiser@hotmail.com

Former Director/Boss – Woodbury County Community & Economic Development

Brad Carlson – PO Box 92, Bronson, IA 51007 (712) 251-0233 bc_carlson@hotmail.com

Retired Woodbury County Lieutenant/Boss

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature

Dawn Nielsen

Date

5-2-2023

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

RECEIVED

MAY 03 2023

**WOODBURY COUNTY
BOARD OF SUPERVISORS**

APPLICATION FORM FOR WOODBURY COUNTY BOARD/COMMISSION

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse, 620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: http://woodburyiowa.com

Application For: Civil Service (Board/Commission)
Date: May 2, 2023 E-mail Address: aj2@kayllaw.com
Name: Angie (A.J.) Fundermann
Address: 3805 245th St. Anthon, IA 51004
Phone Number: 712-490-5901 Fax Number: N/A
Business Phone: Cell Phone:

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

[X]Female []Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

Woodbury County Employee for 29+ yrs. Jail, Court Security + Transportation Deputy, Investigations, Patrol, Civil Process Server. On boards at Church + Golf Course currently treasurer for each. Social worker, Respite provider, coached softball, volleyball as well as played organized myself. Paralegal

The following questions will assist the Board of Supervisors in its selection.

How much time will you be willing to devote in this position? the time necessary to accomplish task.

Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest. To do my part in helping provide the best for the county that I have served + want to continue to protect.

Contributions you feel you can make to the Board/Commission: I live in the County outside of Sioux City. I know a variety of people, listen to what they say + how they feel.

■ Direction/role you perceive of this Board/Commission:

See that the integrity of Board/Commission is upheld.
Do the best that I can for all involved

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

Would also like to run for Board Supervisor one day.

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
Angela Kayl	1585 Charles Ave Lawton, IA 51030	712-389-2645	angelakayl@kayllaw.com	friend
Doug Boetger	99 Walnut St Lawton, IA 51030	712-251-5976	ddrcboet@wiatel.net	friend

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature J. Fundermann Date 5/11/23

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**APPLICATION FORM FOR WOODBURY COUNTY
BOARD/COMMISSION**

Please Return To:

Woodbury County Board of Supervisors, Room 104, Woodbury County Courthouse,
620 Douglas St., Sioux City, Iowa 51101

Phone: (712) 279-6525 Fax: (712) 279-279-6577 Website: <http://woodburyiowa.com>

Application For: COMMISSION (Board/Commission)
Date MAY 12, 2023 E-mail Address physhpond@gmail.com
Name LLOYD C. TROUT, JR.
Address 714 STABLE PATH, SERGEANT BLUFF, IA. 51054
Phone Number _____ Fax Number _____
Business Phone _____ Cell Phone 402-980-6661

This form assists the Board of Supervisors in evaluating the qualifications of applicants for appointment to a board or commission. State law requires political subdivisions to make a good faith effort to balance most appointive boards, commissions, committees, and councils according to gender by January 1, 2012, and each year thereafter.

Female Male

Place of employment and position (and/or activities such as hobbies, volunteer work, etc. that you feel may qualify you for this position):

RETIRED: 4 yrs ACTIVE DUTY U.S. MARINE CORPS / 18 yrs ACTIVE
U.S. MARINE CORPS RESERVE 1974 TO 1996

RETIRED: 31 yrs - U.S. DEPT. OF JUSTICE - U.S. MARSHALS SERVICE
1980 TO 2011

The following questions will assist the Board of Supervisors in its selection.

■ How much time will you be willing to devote in this position?

WILLING TO DEVOTE WHAT EVER TIME NECESSARY OR NEEDED

■ Interest in Appointment: Describe in detail why you are interested in serving on a county board or commission. Include information about your background that supports your interest.

AFTER VISITING WITH CURRENT AND RETIRED MEMBERS / EMPLOYEES
OF WOODBURY COUNTY'S LAW ENFORCEMENT, I THOUGHT THIS IS A
WAY FOR ME TO GIVE BACK TO MY COMMUNITY AND HOPE TO
KEEP THE TRADITION OF A WELL RESPECTED GROUP OF PEOPLE I
HAVE KNOWN. MY DUTIES WITH 31 YRS OF LAW ENFORCEMENT AND MY

■ Contributions you feel you can make to the Board/Commission: MILITARY EXPERIENCE.

HELP TO INSURE PUBLIC TRUST AND SAFETY TO OUR FELLOW
RESIDENCE OF THE COUNTY AND TO VISITORS AND NEIGHBORS IN
OUR STATE AND NEIGHBORING STATES.

■ Direction/role you perceive of this Board/Commission:

ALWAYS FORWARD. FINDING WHAT WORKS AND CONTINUING
OR WHAT NEEDS IMPROVEMENT AND HELPING TO ACHIEVE A
GOAL OF BETTER OUTCOMES AND SOLUTIONS.

■ In lieu of/in addition to the above, do you have any comments to add that may assist the Board of Supervisors in its selection?

■ Please provide two references who may be contacted on your qualifications for this position.

Name	Address	Phone number	Email address	Relationship
1. CHARLES HERTZ	719 STABLE PATH Sgt. BLUFF IA 51054	712-251-0237	CHERTZ@WOODBURYCIVILSERVICE.COM	FRIEND/COLLEAGUE
2. PAUL ARMSTRONG	4500 GLENN AVE. #302 SIOUX CITY, IA 51106	402-926-8375	paularms326@gmail.com	FRIEND/COLLEAGUE

I certify that there is nothing that would prohibit me from serving on this board or commission.

Signature Lloyd C. Trout Jr. Date May 12, 2023

**YOUR APPLICATION WILL BE RETAINED IN OUR FILES FOR ONE YEAR
THIS APPLICATION IS A PUBLIC DOCUMENT AND AS SUCH CAN BE REPRODUCED AND
DISTRIBUTED FOR THE PUBLIC.**

RECEIVED
MAY 12 2023
**WOODBURY COUNTY
BOARD OF SUPERVISORS**

APPROVAL OF FY24 MAXIMUM PROPERTY TAX DOLLARS

RESOLUTION # _____

WHEREAS, the Woodbury County Board of Supervisors have considered the proposed FY24 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county web site and/or social media accounts if applicable, and

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on May 16, 2023,

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Woodbury County that the maximum property tax dollars for General County Services and Rural County Services for FY24 shall not exceed the following:

General County Services - \$34,269,177

Rural County Services - \$3,806,583

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY24 represents an increase over 102% from the Maximum Property Tax dollars requested for FY23

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew A. Ung, Chairman

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

Date: 5/11/23 Weekly Agenda Date: 5/16/23 4:45

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Daniel Priestley

WORDING FOR AGENDA ITEM:

A) Receive updated staff report concerning proposed amendments to Ordinance #56. B) Public Hearing for an ordinance to amend portions of Woodbury County Ordinance #56: Amendments to modify Section 6.1.A: Wind Turbines Set Back Requirements to increase certain setback requirements to the Ordinance regulating Commercial Wind Energy Conversion Systems in Unincorporated Woodbury County. C) Approve the 2nd Reading of the Ordinance Amendment

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

SUMMARY OF PROPOSED REVISIONS TO WOODBURY COUNTY ORDINANCE #56: AMENDMENTS TO MODIFY SECTION 6.1.A: WIND TURBINES SET BACK REQUIREMENTS TO INCREASE CERTAIN SETBACK REQUIREMENTS TO THE ORDINANCE REGULATING COMMERCIAL WIND ENERGY CONVERSION SYSTEMS IN UNINCORPORATED WOODBURY COUNTY.

BACKGROUND:

The Board will hold a public hearing and the first reading of the proposed ordinance to amend portions of Woodbury County Ordinance #56: Amendments to modify Section 6.1.A: Wind Turbines Set Back Requirements to increase certain setback requirements to the Ordinance regulating Commercial Wind Energy Conversion Systems in Unincorporated Woodbury County. Amendment #1: On page 10, Section 6.1.A, to repeal and replace the Wind Turbine Set Back Requirement for the City Limits Protected Area from 600 feet to 2 miles. Amendment #2: On page 10, Section 6.1.A, to repeal and replace the Wind Turbine Set Back Requirement for the Public Conservation Protected Area from 600 feet or 110% of total height (whichever is greater) to 2,640 feet or 4.5x tower height (whichever is greater).

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:

Receive the updated county staff report.
Open and close the public hearing. (Set Time: 4:45 PM)
Conduct and approve the second reading of the ordinance.
The 3rd public hearing and reading of the ordinance has been scheduled for Tuesday, May 23 at 4:45 PM.

ACTION REQUIRED / PROPOSED MOTION:

A) Motion to receive the updated county staff report concerning proposed amendments to Ordinance #56.
B) Open and close the Public Hearing (Set Time: 4:45 PM) for an ordinance to amend portions of Woodbury County Ordinance #56: Amendments to modify Section 6.1.A: Wind Turbines Set Back Requirements to increase certain setback requirements to the Ordinance regulating Commercial Wind Energy Conversion Systems in Unincorporated Woodbury County.
C) Motion to conduct and approve the 2nd Reading of the Ordinance Amendment

ORDINANCE NO. ____
WOODBURY COUNTY, IOWA

AN ORDINANCE AMENDING PORTIONS OF WOODBURY COUNTY ORDINANCE #56: AN AMENDMENT TO MODIFY SECTION 6.1.A: WIND TURBINES SET BACK REQUIREMENTS TO INCREASE CERTAIN SETBACK REQUIREMENTS IN THE ORDINANCE REGULATING COMMERCIAL WIND ENERGY CONVERSION SYSTEMS IN UNINCORPORATED WOODBURY COUNTY.

NOW, THEREFORE, BE IT ENACTED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA THAT THE BELOW AMENDMENTS BE MADE:

AMENDMENT #1:

On page 10, Section 6.1.A, to repeal and replace the Wind Turbine Set Back Requirement for the City Limits Protected Area from 600 feet to 2 miles.

AMENDMENT #2:

On page 10, Section 6.1.A, to repeal and replace the Wind Turbine Set Back Requirement for the Public Conservation Protected Area from 600 feet or 110% of total height (whichever is greater) to 2,640 feet or 4.5x tower height (whichever is greater).

Adopted this ____ day of _____, 2023

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Matthew Ung, Chairman

Jeremy Taylor, Vice Chairman

ATTEST: _____
Daniel Bittinger II

Patrick Gill, Woodbury County Auditor

Mark Nelson

Keith Radig

Adoption Timeline

- _____ : Public Hearing and 1st Reading
- _____ : Public Hearing and 2nd Reading
- _____ : Public Hearing and 3rd Reading
- _____ : Adopted
- _____ : Published/Effective Date

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

Date: 5/9/2023 Weekly Agenda Date: 5/16/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Steven Faught, Representing Summit Carbon Solutions

WORDING FOR AGENDA ITEM:

Summit Carbon Solutions Project Update
Riley Gibson, Presenter

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This is a request for placement of a Summit Carbon Solutions project update on the 5/16/23 Commission meeting agenda.

BACKGROUND:

Riley Gibson will provide a brief (approx. 15 min) update on the SCS project.

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:



IOWA

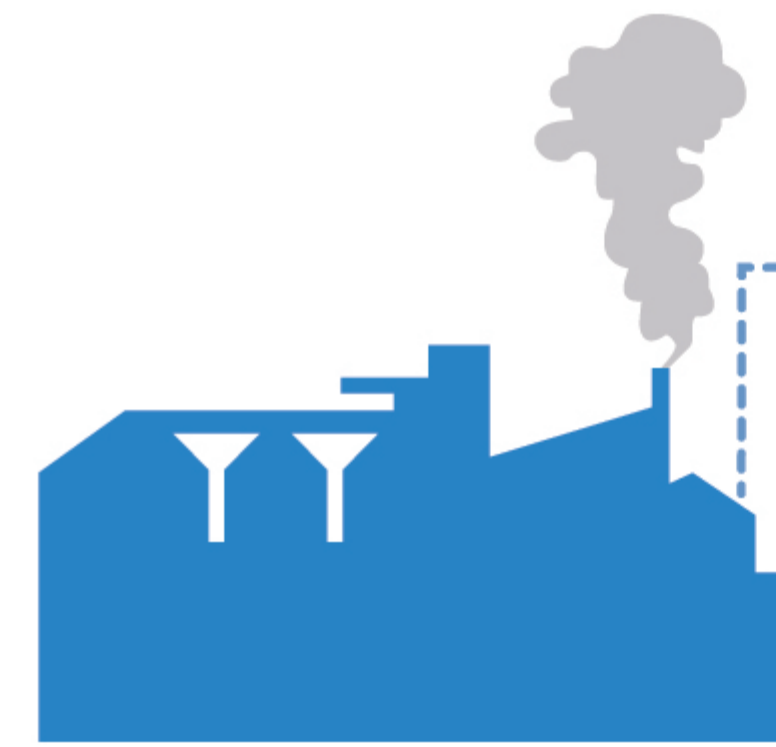
Voluntary Easement Miles Acquired

- Over 472 miles now signed
- Over 1,132 landowners have signed, equating more than 1,982 agreements executed



Iowa Utilities Board

- Permit Application Submitted to Iowa Utilities Board January 2022 – Docket Number HLP-2021-0001
- Decision requested June 2023
- Iowa Utilities Board accepting comments at iub.iowa.gov

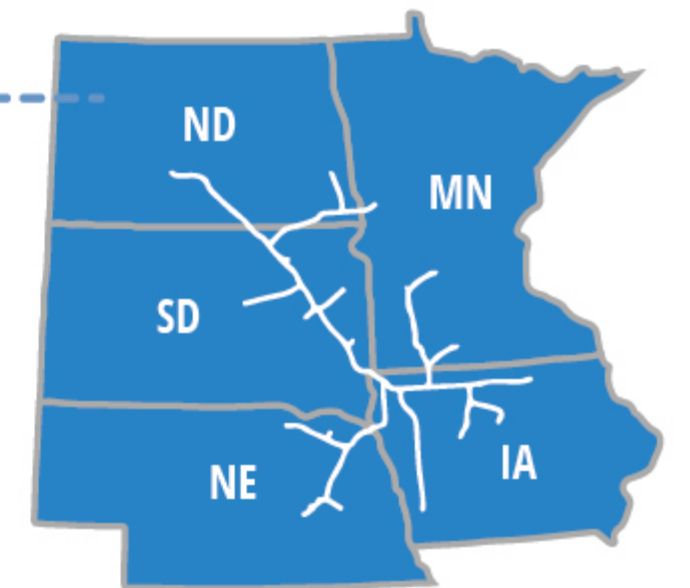


Investors

- Ethanol Plant Partners
- John Deere
- Continental Resources
- Tiger Infrastructure
- TPG Rise Climate
- Summit Agricultural Group

Partners

- 32 ethanol plants across 5 states (Nebraska, Iowa, Minnesota, North Dakota, South Dakota)
- Minnkota Power Cooperative (CO₂ storage) giving Summit Carbon Solution access to the largest of only three permitted CO₂ storage sites in the United States.



- A gas in atmospheric conditions.
- A dense phase deep underground or in a pipeline. A dense phase has the viscosity of a gas but a density closer to that of a liquid.
- Nonexplosive and noncombustible.
- Dispersed as a gas when introduced to conditions outside the pipeline.
- CO₂ pipelines have an excellent safety record exceeding pipelines that carry other materials.
- Transported at ambient temperature that does not affect the surrounding soil.

Pipeline Transport Is Critical to Carbon Capture & Storage

Transporting carbon dioxide by pipeline is the safest method for the large volumes of CO₂ that will be captured and permanently stored. With more than 5,000 miles of infrastructure currently operating in the United States, carbon dioxide pipelines have an excellent safety record.

Carbon capture and storage utilizes longstanding technology that is safe for landowners and communities.

- CO₂ capture is already deployed at more than 40 ethanol plants.
- There are 5,000 miles of existing CO₂ pipelines in the United States regulated by the Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA).
- Captured CO₂ is permanently and safely stored deep underground based on EPA standards.

Pipelines Are Highly Regulated

Stringent requirements for the safe design, construction, and operation of CO₂ pipelines have been established by the DOT PHMSA. Additionally, constructing the Summit Carbon Solutions system requires permits from the following entities:

- | | |
|--|---|
| State: | Federal: |
| • Iowa Utilities Board | • United States Army Corps of Engineers |
| • Iowa Department of Natural Resources (DNR) | • United States Fish and Wildlife |

Summit Carbon Solutions is working with landowners, community leaders, stakeholders, and more with respect, honesty, and transparency to obtain the necessary rights from the landowners for any proposed temporary and permanent easements.

Summit Carbon Solution's Pipeline is Overbuilt for Safety

Summit Carbon Solutions' pipeline will be built beyond federal specifications in these ways:

- PHMSA - 195.248 Pipeline Location - requires 3ft depth below ground level. Summit Carbon Solutions will be at 4ft minimum depth.
- PHMSA - 195.403 Emergency Response Training - (a) Each operator shall establish and conduct a continuing training program to instruct emergency response personnel. (b) At the intervals not exceeding 15 months, but at least once each calendar year, each operator shall review with personnel their performance in meeting the objectives of the emergency response training program and make appropriate changes to the program based on this review. Summit Carbon Solutions will work with counties to develop an emergency response plan. The response plan will be reviewed annually and updated based on this review. Trainings will be held yearly and when emergency personnel request.
- PHMSA - 195.250 Clearance Between Pipe and Underground Structures – Any new pipe must be at least 12" away from any other applicable underground pipe or structure. Summit Carbon Solutions' best practice is 24".
- PHMSA 49 CFR Part 195 defines minimum requirements like the spacing between block valves, which is no more than 20 miles apart and in some cases less for Summit Carbon Solutions' pipeline.

Summit Carbon Solutions will employ a computer based, computational leak detection system that continuously monitors the operation of the pipeline from a manned control center. Similar leak detection systems are currently being utilized in the operation of numerous pipelines across the United States. Data will be continuously collected from pressure sensors, flowmeters, and temperature sensors installed along the pipeline and used to identify abnormal operating conditions. In the unlikely event of a leak, the system will provide information necessary to locate the leak, isolate the pipeline segment, and mitigate risk.

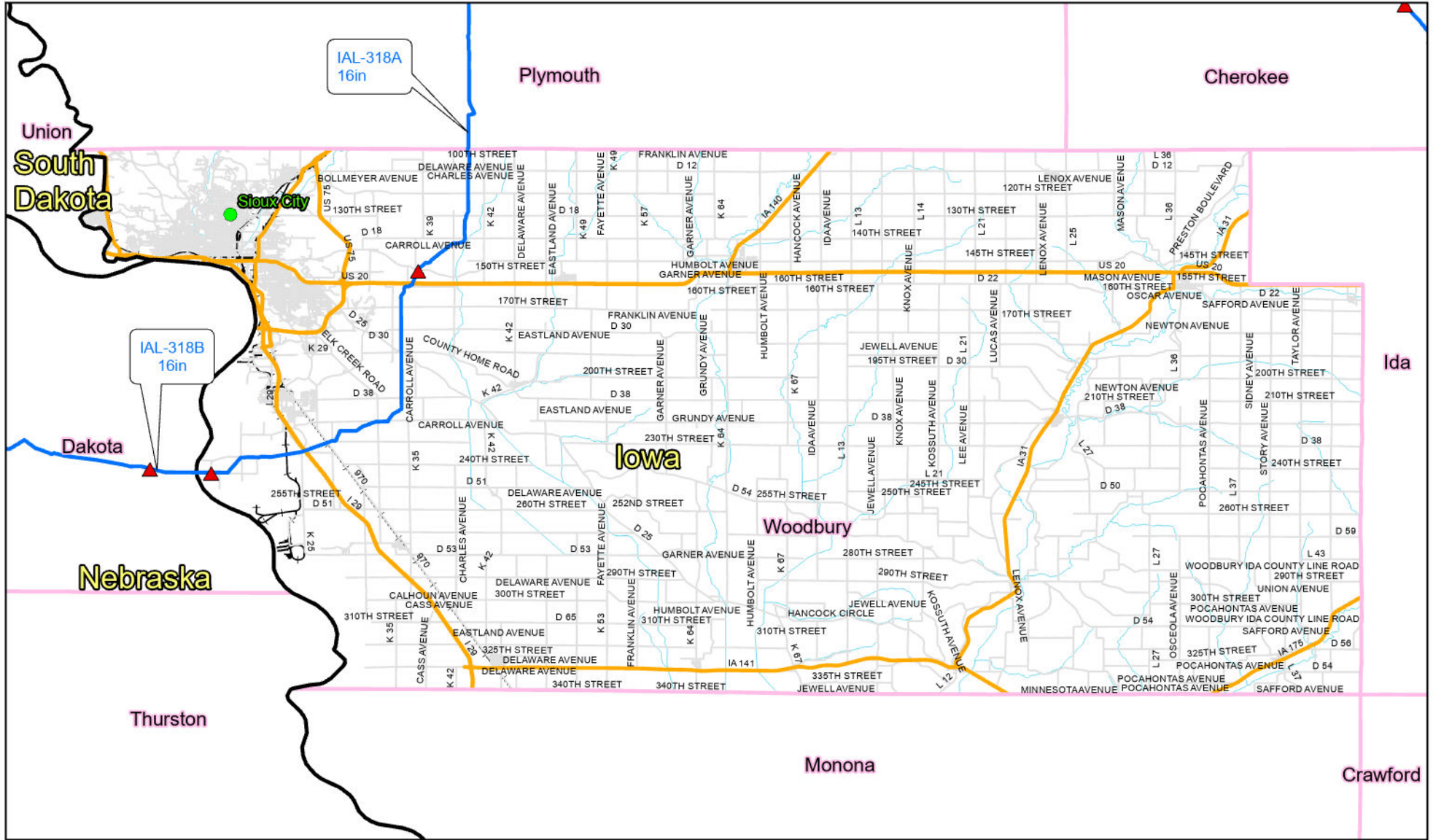
Community Investment

Summit Carbon Solutions is looking to invest and volunteer in local communities. If there is somewhere we can invest in your community, please contact Kaylee Langrell 501-581-3348 or Kaylee.langrell@tkl360.com

Contact Information

For Emergency Management Questions:
ROD DILLON
Director of Regulatory Compliance
rdillon@summitcarbon.com
515-531-2624

For More Project Information or Interviews:
JESSE HARRIS
Director of Public Affairs
jharris@summitcarbon.com
515-240-2104



- Participating Ethanol Plant
- County Seat
- Mainline Valve
- Pump Station
- Highly Populated Areas
- State Boundary
- County Boundary
- Route
- Primary Road
- Secondary Road
- Local Road
- Railroad
- River

20.62 MILES OF ANTICIPATED PIPELINE
WOODBURY COUNTY, IA

Pipeline centerline is based on the 5/1/23 route.

Woodbury County, IA
Pipeline Mileage Overview

COUNTY: Woodbury	DRAWN BY: CC	
STATE: IOWA	CHECKED BY:	
REV. NO.: 0	REVISION	DATE
0	ISSUED FOR REVIEW	2021-09-28
PRELIMINARY ROUTE SUBJECT TO CHANGE		
DATE: 5/1/23	PROJECTION: NAD 83	

SUMMIT
CARBON
SOLUTIONS

DWS: SHEET: 1

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

Date: 05/10/2023 Weekly Agenda Date: 05/16/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: John Malloy, WCICC-IT CIO

WORDING FOR AGENDA ITEM:

Approve Sidwell Parcel Fabric Migration Agreement

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:

WCICC-IT requests BOS approval of the Sidwell Parcel Fabric Migration Agreement.

BACKGROUND:

The City of Sioux City and Woodbury County use the Environmental Systems Research Institute's (ESRI) ArcGIS software to maintain GIS-related data, including real-estate related parcel data. Several years ago, the County adopted Sidwell's Parcel Builder Administrator (PBA) product to maintain its property data in ESRI's ArcGIS Desktop software. Since this time ESRI has developed parcel fabric model technology. This has become the industry standard for maintenance of property records. The Sidwell PBA product was inaugurated prior to the advent of parcel fabric technology and the coincident boundary editing methodology that it uses is no longer supported in current versions of Sidwell's software. Additionally, the ESRI ArcGIS Desktop product is soon to reach the end of its serviceable life in March of 2025. The replacement product, ArcGIS Pro, is only compatible with parcel fabric technology. The only means of continuing to use our data in a supported software platform is migration to parcel fabric.

FINANCIAL IMPACT:

\$39,245.00 to be equally split between Woodbury County, City of Sioux City, City Assessor Office and County Assessor's Office.

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:

Approval of Sidwell Parcel Fabric Migration Agreement

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Sidwell Parel Fabric Migration Agreement



A Division of  HARRIS

Woodbury County, IA Parcel Fabric Migration Services



State and Local
Government
Specialty



ArcGIS System Ready
Specialty



ArcGIS Hub
Specialty



ArcGIS Marketplace
Provider



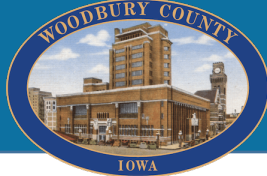
Trusted GIS Experts

- Over 90 years of experience
- Trusted partner to hundreds of local governments
- Esri Gold Partner
- GIS data experts
- Award-winning GIS applications
- Innovative application of Esri technology
- Customers in over 40 states
- Nationally and internationally recognized
- Outstanding customer service



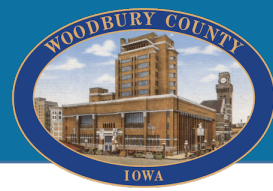
esri

Partner Network
Gold



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1. Preamble

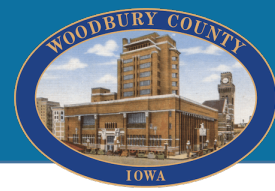
THIS CONTRACT (“contract”) is made by between THE SIDWELL COMPANY (a subsidiary of Harris Computer Corporation), an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called “Sidwell,” as party of the first part, and WOODBURY COUNTY, a political subdivision of the State of IOWA, hereinafter called the “Agency,” as party of the second part, WITNESSETH:

WHEREAS, **Sidwell** is in the business of providing Geographic Information Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the **Agency** is desirous of having Sidwell provide Geographic Information Services and/or other Professional Services; and

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

Sidwell will perform the services described in the scope of work that follows and the Agency will make the payments set forth in Sections “Project Costs” and “Additional Provisions”, below.



2. Scope of Work

2.1 Project Initiation

2.1.1 Kick-Off Meeting

Sidwell will schedule a remote project initiation or “kick-off” meeting with the appropriate personnel to set project expectations, acquire necessary data and establish timelines for the completion of the project. A Project Manager from Sidwell will be introduced as the primary contact on behalf of Sidwell during this meeting.

The Project Manager will provide recommendations for handling the pause in data updates during the migration and leveraging any backlogs for the training.

2.1.2 Workflow Discovery

The Sidwell Project Manager will ensure current workflows are well understood in order to design and train staff members with efficiencies and best practices for training. Sidwell will have discussions with Agency staff to develop an understanding of current workflows and processes to propose improvements in the next phase of the project.

The Agency will also provide Sidwell necessary access and credentials to all Esri environments to ensure final loading of data, software and for proper deployment of ArcGIS Portal.

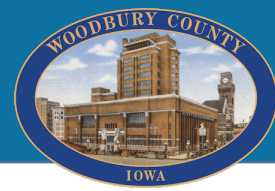
2.2 Parcel Fabric Migration

Sidwell will migrate the Agency’s existing parcel dataset to the parcel fabric framework model for ArcGIS Pro. The project geodatabase will be enabled with the latest schema and functionality available for the current working version of ArcGIS Pro at the time of delivery. Sidwell will adhere to established criteria for final delivery to ensure the Agency’s satisfaction.

The parcel fabric migration package includes:

- Assessment of existing parcel types and attribute schema
- Removal of duplicate features (if applicable)
- Optimization of parcel fabric for ArcGIS Pro (record types, attribute rules, etc.)
- Delivery of an ArcGIS Pro project

Sidwell will take the necessary steps to stage and load existing parcel features into the new parcel fabric and then tune the fabric for performance. All existing scripts and/or



services that function in the ArcGIS Desktop environment will be tested and configured for use in ArcGIS Pro. This includes but is not limited to:


- Data flows to the Agency’s public facing parcel viewer
- Backend scripts that join the cadastral data to tax and CAMA systems

2.2.1 Data Cleanup

Sidwell will perform the following cleanup procedures on the existing data prior to staging the data for conversion into the parcel fabric:

2.2.1.1 Parcel Topology

All polygons will be dropped to line features and topologies will be created between each set of lines and polygons. Attribute information for each polygon will be stored as points to allow recovery of attribute information using spatial analysis techniques. Each topology will have the following rules enforced between the two feature classes (‘Parcel’ is interchangeable with subdivision, section, etc.). Coincidence between parcel, subdivision, section and township boundaries will be optimized during the cleanup process where there is clear evidence of coincidence.

Topology Rules		
	<u>Feature Classes</u>	<u>Rules</u>
	Parcel Line	Must be Covered by Boundary of Parcel Polygon Must not Self-Overlap Must not Self-Intersect Must be Single Part
	Parcel Polygon	Must Not Intersect or Touch Interior Boundary Must Be Covered by Parcel Line

Topology errors will be flagged and corrected using the Esri topology tools. Furthermore, there will be work performed on each set to ensure that parcels are coincident with each other topological throughout the conversion process.

2.2.1.2 Simplifying Curves

Sidwell will identify curve features that are densified arcs (multi-segment lines that are a series of small straight segments mimicking a curve rather than a true curve) and change them into true curves. This will lessen the number of features loaded into the fabric and improve performance.



2.2.1.3 Recreate Polygons

Sidwell will use the cleaned lines to recreate improved parcel polygons. If there are attributes that need to be converted to the new parcel fabric from the existing parcel features, they will be retained at this stage as well.

2.2.1.4 Reconfiguration of Cadastral Line

Sidwell will deliver the existing cadastral line feature class intact with the parcel, subdivision, section, road right-of-way and township tags removed. In some cases, this will delete lines if they only have one or more of these tags exclusively. The Agency will be free to continue to use the cadastral line feature class with the remaining tags if they wish.

2.2.2 Data Staging

After the data is determined to be clean, features will be loaded into a staging geodatabase, which allows for schema and attribute requirements to be enacted on the data prior to loading the features into the target parcel fabric. Features will be sorted into the correct staging layers and categorized in a manner recognizable to the parcel fabric schema.

2.2.3 Data Loading

After properly staging the data, Sidwell will load the data into a geodatabase. The project geodatabase will be enabled with the latest schema and functionality available for the current working version of ArcGIS Pro at the time of delivery. All attributes from each layer will be retained unless notified by the Agency.

2.2.3.1 Create Parcel Fabric Geodatabase

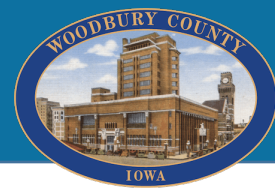
Sidwell will convert and load the staged Agency parcel features into an Esri ArcGIS geodatabase using the most current ArcGIS Pro parcel fabric data model at the time of conversion.

2.2.3.2 Load Staging Data

Using ArcGIS Pro geoprocessing tools, Sidwell will load the data from the staging geodatabase into the parcel fabric. The data will be loaded in stages for each type of feature.

2.2.3.3 Testing

Sidwell will perform a series of testing procedures and minor edits on the data to ensure that it was loaded correctly and can utilize the intended functions and tools.



2.2.4 Pilot Delivery

Sidwell will schedule one (1) day with the Agency to perform the following tasks:

2.2.4.1 Pilot Township

Sidwell will first perform a remote delivery of the completed parcel fabric geodatabase for Arlington Township. The Agency will have 30 days to become acclimated with the parcel fabric dataset in the ArcGIS Pro environment. After Agency approval, Sidwell will continue constructing the parcel fabric for the remaining townships.

2.2.4.2 Reconfiguration of Parcel Administrator

Sidwell will reconfigure the Agency's existing Parcel Administrator installation to reflect the new geodatabase, parcel maintenance and parcel publishing environments within ArcGIS Pro. This reconfiguration will enable additional tools within Parcel Administrator for working with fabric history.

2.2.4.3 Training

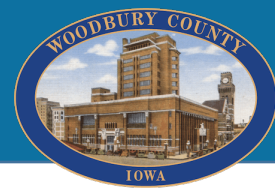
To help support working with the new pilot township parcel fabric geodatabase, Sidwell will provide training on parcel fabric editing in the ArcGIS Pro environment.

2.2 ArcGIS Portal Deployment

Comprised of four software components, ArcGIS Enterprise will introduce a smoother way to apply security, analyze data, collaborate and create cross-platform maps and applications. Sidwell's ArcGIS Enterprise services bundle includes:

- Consultation and project planning
- Installation and configuration
 - ArcGIS Server (includes ArcGIS Server Manager)
 - ArcGIS Web Adaptor
 - Portal for ArcGIS
 - ArcGIS Data Store
 - Organization management
- Training for administrators and end users (if applicable)

The first step begins with consultation and project planning in which the ArcGIS Enterprise deployment type (may require multiple servers) and security type will be determined. Once completed, the necessary software components will be installed and configured to work together as an ArcGIS Enterprise. Following the installation and configuration, the organization management will be configured. This configuration includes named users, roles, licensing, permissions and registering geodatabases. If



deemed necessary, the final step is when training will commence for administrators and end users (publishing and consuming data) for ArcGIS Enterprise.

2.3 Implementation & Training

Sidwell will be onsite for four (4) days at the Agency's office to support the following:

2.3.1 Installation and Delivery

Sidwell will perform onsite delivery of the final configured parcel fabric database at predetermined locations within the Agency. Sidwell will require access to all database management systems, workstations, and servers necessary to full implement the project. This task will be performed over the course of one-half business day.

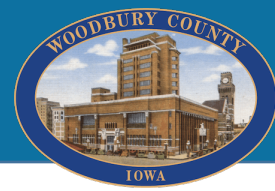
Sidwell will provide Agency staff with all documentation and training materials necessary to maintain the new geodatabase and parcel fabric successfully. Sidwell will provide remote resources to implement the new project geodatabase on the Agency's ArcGIS system. Sidwell will also assist in installing, configuring, and testing mapping workstations.

A Sidwell Project Manager or Analyst will perform the following services at the Agency:

- Assistance in loading parcel fabric geodatabase into their ArcGIS environment
- Assistance in configuring parcel fabric geodatabase in production for versioning, privileges and other ArcGIS related settings
- Loading of project files onto accessible directories with consulting from Agency
- End-to-end testing of accessing, editing, and map production workflows in production project geodatabase
- Sidwell will utilize Agency-specific data for all training and workflow development, and all training and workflows will be designed specifically for the Agency's environment.
- Assistance in configuring project geodatabase in production for versioning, privileges, other ArcGIS related settings
- Assistance in feature service publication, configuration, testing, creating versions, etc.

2.3.2 Basic ArcGIS Pro Training

Sidwell will provide one (1) days of basic ArcGIS Pro Training. At the outset of training, it is expected that users will be new to ArcGIS Pro. Time will be allocated simply to direct users to the most important aspects of ArcGIS Pro to provide a foundation for maintaining data moving forward.



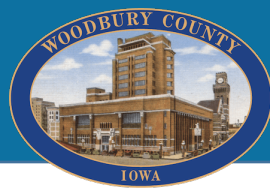
This content provided in this training will be both new and a continuation of material previously delivered remotely as part of the pilot township delivery in section 2.2.4.3. It will include, but will not be limited to the following:

- Opening and closing ArcGIS Pro Projects
- Accessing maps, layouts, database connections, etc.
- Adding and removing data
- Navigating Maps (zoom, pan, etc.)
- Simple editing
- Changing labeling and symbology properties

2.3.3 Advanced Parcel Editing in ArcGIS Pro Training

Three (3) days of additional training will be provided by Sidwell for Agency staff on editing and managing the parcel fabric in ArcGIS Pro. In this course, individuals responsible for mapping in the parcel fabric will be introduced to the fabric editing tools provided in ArcGIS Pro. Users will perform fully documented hands-on exercises and Agency examples that address the following functions:

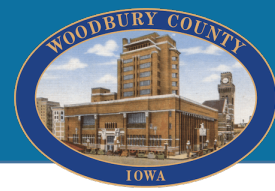
- Understanding the parcel fabric components
- Querying the parcel fabric (e.g. history)
- Splitting and merging parcels (simple)
- Making boundary line adjustments
- Creating condominiums
- Entering plats/subdivisions - COGO
- Joining and adjusting to parcel fabric
- Copying and pasting constructions into the parcel fabric
- Placing bearing and dimension annotations using fabric tools
- Publishing the parcel fabric to the Agency's ArcGIS environment



2.4 Parcel Fabric Workflow Support

Sidwell will provide front-line support for tools, workflows and best practices for users working in the parcel fabric data model. This support package, which is renewable on an annual basis, allows customers to be able to call Sidwell's Help Desk to address issues directly related to:

- Best-practices technical and workflow support for Esri Parcel Fabric tools
- Step-by-step support with parcel mapping workflows, including:
 - Parcel Editor suite of tools
 - Parcel workflows introduced by Sidwell
 - Joining/unjoining parcels and sketches
 - Plans
 - Examining attributes
- Support with data specific map document design, including:
 - Layer symbology schemes
 - Field aliasing
 - Complex labeling
- Support with existing Fabric adjustment workflows, including:
 - Transforming parcels
 - Parcel fabric adjustment
- Help with mapping and display strategies for optimized visualization of data
- Routines and scripts to publish parcel fabric data to the desktop and/or web
- Help with understanding the structure of your data, reviewing attributes for quality control, and other map analysis such as working with historical parcel data
- Troubleshooting potential problems in workflows introduced by Sidwell
- Future planning questions about software patches/upgrades or how map changes may affect other systems (such as publishing to ArcGIS Online or exporting to end users)



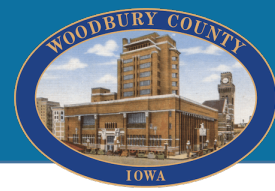
3. Project Costs

The Agency will pay for the work and services provided by Sidwell below.

GIS Professional Services	Costs
Parcel Fabric Migration (Pilot Township) <ul style="list-style-type: none"> Migration and construction of ArcGIS Pro parcel fabric model dataset for Arlington township Remote services include: <ul style="list-style-type: none"> Delivery of Arlington township parcel fabric Parcel editing training (tailored to editing in pilot township) Installation and configuration Sidwell's Parcel Administrator application for ArcGIS Pro 	\$2,640.00
Parcel Fabric Migration <ul style="list-style-type: none"> Migration and construction of remainder of countywide parcel data into ArcGIS Pro parcel fabric model Optimization of parcel fabric for ArcGIS Pro Initial topology cleanup Conflation and curve/line processing Reprocessing of remaining coincident boundary model (CBM) line types Staging, fabric topology validation and loading of parcels, sections and subdivisions (including plan creation/assignment) Delivery of final parcel fabric geodatabase 	\$21,720.00
ArcGIS Portal <ul style="list-style-type: none"> Installation and deployment of ArcGIS Portal Configuration of parcel fabric within the environment 	\$3,300.00
Implementation & Training <ul style="list-style-type: none"> Onsite training services: <ul style="list-style-type: none"> ArcGIS Pro basic training, one (1) day ArcGIS Pro advanced parcel editing training, three (3) days 	\$8,785.00
Parcel Fabric Workflow Support	\$2,800.00
Sidwell Professional Services Total	\$39,245.00

Project Assumptions and Notes:

- All services will be performed remotely unless specifically noted.
- The Client will be responsible for downloading and configuring ArcGIS Pro software on all necessary machines.
- Procurement of all necessary Esri licenses will be the responsibility of the Client.
- Training travel expenses are estimated to be \$1,650.00 and will be invoiced separately. Travel expenses beyond the estimated amount are subject to prior approval of the Agency.
- In the event the Client identifies other specific GIS project needs, Sidwell also can provide a fixed fee project estimate.



4. Additional Provisions

4.1 Commencement of Work

Sidwell will commence the work under this Contract immediately upon its execution by the Agency and will continue working diligently thereafter until all work, services, and materials covered by this Contract have been completed. All training/support service hours included in the scope of work in this Contract must be completed by the conclusion of the base project services or within one (1) year following the commencement of such training/support services, whichever is later in time. Any hours unused at the conclusion of this period through no fault on the part of Sidwell will expire and no longer be available for the Agency.

4.2 Contract Term

This Contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

4.3 Termination of Contract

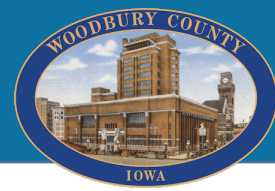
This Contract may be terminated by the Agency, by giving written notice to Sidwell thirty (30) days prior to the monthly billing date. This Contract may be terminated by Sidwell by giving written notice to the Agency, thirty (30) days prior to the monthly billing date. Upon termination of this Contract, Sidwell shall furnish the Agency with all data supplied by the Agency, the GIS cadastral and any other materials that were supplied by the Agency. Sidwell also agrees to remove from its systems and shall not retain any data which is, and shall remain, the sole property of the Agency. In the event of termination, Sidwell will be paid the earned value of the work performed prior to the date of termination, plus any costs associated with completing authorized work and delivering materials and data to the Agency.

4.4 Additional Services

Any professional services, implementations, or software modifications that are not included in the scope of work in this Contract but that are requested by the Agency and agreed upon by Sidwell shall be provided at Sidwell's prevailing hourly rate: GIS Administration \$175/hour, Professional/Technical \$160/hour, GIS Production \$130/hour, Travel Time \$175/hour.

4.5 Service Fees

The Agency will pay Sidwell a fee of thirty-nine thousand two hundred forty-five and no/100 dollars (\$39,245.00) as described in Section 3 as full compensation for all Sidwell



work, services and materials described and provided under this Contract as described in section 2. All costs related to training will be invoiced separately.

4.6 Travel Fees

Travel to the Agency will occur at the request of the Agency and agreed upon by Sidwell. If applicable, Sidwell will bill the Agency at the travel time hourly rate set forth in section 4.4. Sidwell will invoice all travel expenses separately as they are incurred. For the purposes of this Contract, when referencing travel expenses, “expenses” are defined as: personal mileage per trip, airfare, rental car, parking, hotel and per diem costs that are accumulated based on the number of days on-site. When referencing travel hours, “hours” are defined as: the travel hours amount for each Sidwell employee based on the number of trips taken to be on-site.

4.7 Invoicing Schedule

The Agency agrees to pay Sidwell total Professional Services Fees detailed in Project Costs, which is not inclusive of any applicable taxes. The agreement will be processed with the return of signed contract and an initial payment of 20% of the total amount as outlined in section 4.5. Training and/or support will be invoiced in full upon commencement of such services. Software Applications shall be invoiced after delivery to Agency and upon receipt. For all other services, Sidwell will submit monthly invoices for the percentage of work completed. All payments for services are non-refundable.

In the event the Agency fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Sidwell has under this Contract or otherwise, Sidwell shall have the option to suspend or terminate all services under this Contract. Suspension or termination of any such services shall not relieve the Agency of its obligation to pay its outstanding invoices, including any late charges.

For proposed changes to the services defined by this Contract that do not materially impact the scope of either party's work effort required under this Contract, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Contract, such as, but not limited to, changes in the allocation of the resources of the Agency and of Sidwell applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged



that any such material changes may require modifications to the consideration paid, timelines governing, and the services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

4.8 Payments

The Agency will pay Sidwell the full amount of each submitted invoice within thirty (30) days of receipt thereof.

4.9 Change of Geodatabase Format

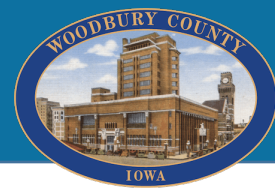
Should the geodatabase be altered from its original format, Sidwell reserves the right to re-evaluate and, if necessary, request an adjustment to the fees.

4.10 Data Ownership

It is understood that all GIS, tabular, and digital orthophoto data provided to Sidwell by the Agency is the exclusive property of the Agency. It is also understood that Sidwell is prohibited from using said data for any purpose other than to fulfill the terms of this Contract without the expressed written consent of the Agency. Furthermore, all rights and ownership of data and solutions provided to the Agency as a part of this Contract are hereby the exclusive property of the Agency.

4.11 Indemnification

Sidwell will defend at its expense and hold Agency harmless from and against any third-party action brought against Agency (A) for Sidwell's actions that result in death, personal injury, or property damage; (B) that are a result of Sidwell's gross negligence or willful misconduct; or (C) to the extent it is based on a claim that the professional services, when used in accordance with this Contract, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Sidwell shall be notified promptly in writing by Agency of any notice of any such claim; (ii) Sidwell shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Agency shall cooperate fully with Sidwell in the defense, settlement or compromise of such claim. If the Software is, or in Sidwell's opinion might be, subject to a claim of infringement as set forth above, Sidwell may, at its option and expense, (i) procure for Agency the right to continue using the Software (ii) modify the Software so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software, and grant Agency a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date. Sidwell has no liability to Agency under this section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software in combination



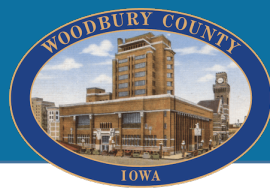
with equipment or software not supplied or approved by Sidwell hereunder where the Software themselves would be non-infringing, (ii) use of the Software in an application or environment for which it was not designed or contemplated under this Agreement, (iii) use of any Software other than the most recent release of the Software provided to Agency by Sidwell, or (iv) Modifications of the Software by anyone other than Sidwell. This indemnification shall be the Agency's sole and exclusive remedy.

4.12 Limits of Liability

Except for its indemnification obligations listed in Section 4.11, Sidwell, its affiliates, suppliers, licensors and each of their respective directors, officers, employees and shareholders' entire liability and Agency's exclusive remedy with respect to the professional services and any other products, materials or services supplied by contractor in connection with this Contract for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall be for direct damages and not exceed an amount that is three times the professional service fees paid to Sidwell by the Agency for the twelve (12) months preceding the date of the action that gave rise to the claim.

4.13 Warranty

Sidwell guarantees the contracted services for the period of four (4) months from final delivery of the accepted geodatabase to correct any issues found within the final deliverable that were a clear and obvious oversight on the part of Sidwell. All issues must be brought to the attention of the Sidwell project manager in writing. The Sidwell project manager will compare the original Agency database and the final delivered database to the Agency to verify the issue. Once verified, these items will be rectified by Sidwell staff at no additional cost to the Agency. If the items presented to the Agency cannot be verified by Sidwell a change order may be required to address the item(s).



5. Authorization

This Contract is effective this _____ day of _____, 2023.

The Sidwell Company

Woodbury County, IA

By _____

By _____

Print Name

Print Name

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

Date: 05/11/2023 Weekly Agenda Date: 05/16/2023

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

WORDING FOR AGENDA ITEM:

Approve contract for project number: HMA Rout and Seal 2023

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The Board awarded the bid for the HMA Rout and Seal on various county roads at their April 18 2023 meeting. Contracts have been returned for Board approval.

BACKGROUND:

The county has approximately 251 miles of hot mix asphalt surfaced roads. Crack sealing, completed in a timely manner, can extend the service life of HMA roads by preventing the intrusion of water into the subgrade beneath the pavement. The project will be constructed during the 2023 construction season.

FINANCIAL IMPACT:

The project is paid for with Woodbury County secondary road funds from the maintenance area of our budget.

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 approve the contract for HMA Rout and Seal 2023 project.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board approve the contract for HMA Rout and Seal 2023 project with Sioux Commercial Sweeping for \$25,136.00.



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work HMA Pavement Rout and Seal
Project No. HMA Rout and Seal 2023 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Jeremy Taylor, Mark Nelson, Daniel Bittinger II and Keith Radig, Contracting Authority, and Sioux Commercial Sweeping Sioux Center, IA, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Twenty Five Thousand One Hundred Thirty Six and 00/100 (\$25,136.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Includes items for HMA Rout and Seal 2018 Group 1, Mobilization, and Traffic Control. Total Bid is \$25,136.00.

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of March 23 2023

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. HMA Rout and Seal 2023 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Completion Date, Number of Working Days. Completion Date is October 03, 2023.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the day of, 2023

Approved By Contractor: Sioux Commercial Sweeping Date 5/2/23

By Contracting Authority: Woodbury County Board Chairperson Date

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

Date: 05/10/2023 Weekly Agenda Date: 05/16/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas and Scott Mitchell

WORDING FOR AGENDA ITEM:

Approval to increase Emergency Service's holiday pay

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

EMS would like to increase the holiday worked compensation to double pay for the entire 24 hours of the holiday and also pay employees for 12 hours of holiday pay instead of the current 8 hours.

BACKGROUND:

After studying other EMS organizations, we believe by increasing the holiday pay for actual hours worked and increasing the benefit hours, our retention and recruitment of employees may benefit.

FINANCIAL IMPACT:

The holiday worked compensation would have an approximate impact of \$7005.00 and the holiday benefit pay would have an approximate increase of \$4575.00 equaling \$11580.00. \$1700 of this amount would be for this coming Memorial Day holiday.

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:

Pass the motion.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve increasing EMS holidays worked pay to double for 24 hours and holiday benefit pay to 12 hours.

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

Date: 05/10/2023 Weekly Agenda Date: 05/16/2023

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

WORDING FOR AGENDA ITEM:

Approve the purchase of the Cyber Liability Insurance policy for FY 23/24

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The proposed cyber liability policy provides \$3,000,000 in coverage with a \$30,000 deductible. (attached)

BACKGROUND:

Cyber liability insurance is an annual renewal. It provides coverage for losses related to security incidents, such as malware, ransomware and phishing attacks. This includes the cost of hiring security experts to help with the recovery of data and provides legal assistance if there is an incident.

FINANCIAL IMPACT:

\$35,775, no change from last fiscal year.

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 purchase of Cyber Liability Insurance for FY 23/24.



Wrap+®

Brad T Miller
PO Box 64094
St. Paul, MN 55102-0094
Phone: (515) 221-3608
Email: BTMILLE2@travelers.com

May 2, 2023

HEATHER MURAD
AJG RISK MGMT SERVS LLC
PO BOX 718
SIOUX CITY, IA 51102-0718

RE: Insured Name: WOODBURY COUNTY
620 DOUGLAS ST RM 701
SIOUX CITY, IA 51101-1254

Expiring Policy Number: 107659163

Policy Period: June 30, 2023 to June 30, 2024

Dear HEATHER MURAD:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®[®], the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Brad T Miller

Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2022, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$3,000,000	\$30,000
Payment Card Costs	\$3,000,000	Subject to Privacy and Security Retention
Media	Not Covered	
Regulatory Proceedings	\$3,000,000	\$30,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$3,000,000	\$30,000
Computer and Legal Experts	\$3,000,000	\$30,000
Betterment	\$100,000	
Cyber Extortion	\$3,000,000	\$30,000
Data Restoration	\$3,000,000	\$30,000
Public Relations	\$3,000,000	\$30,000
Cyber Crime	Limit	Retention
Computer Fraud	\$100,000	\$10,000
Funds Transfer Fraud	\$100,000	\$10,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$1,000,000	
Dependent Business Interruption - System Failure	\$1,000,000	
Dependent Business Interruption - Outsource Provider	\$1,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000	
Reputation Harm	\$250,000	\$10,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: June 30, 2022

P&P Date: June 30, 2022

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$35,775.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$3,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$35,775.00	\$0.00	\$0.00	\$35,775.00	\$35,775.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage
CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-19013-0119 State Inconsistency Endorsement
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement
CYB-19166-1020 Preservation Of Governmental Immunity - Iowa Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

COMMISSION: 17.50%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF

INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.

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

Date: 05/10/23 Weekly Agenda Date: 05/16/23

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

WORDING FOR AGENDA ITEM:

Approve Updated Security Awareness Resolution, New Security Awareness Policy and the Updated Acceptable Use - Technology Policy

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

WCICC-IT requests approval of the updated Security Awareness resolution and the new Security Awareness policy for Woodbury County employees using the WCICC-IT network. As well as approval of the updated Acceptable Use – Technology policy for all Woodbury County employees.

BACKGROUND:

The purpose of updating the resolution and the creation of these policies is to stay up to date with changing technologies and address security concerns our organization may face.

FINANCIAL IMPACT:

No 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:

WCICC-IT requests approval of the updated Security Awareness resolution and the new Security Awareness policy for Woodbury County employees using the WCICC-IT network. As well as approval of the updated Acceptable Use – Technology policy for all Woodbury County employees.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the updated Security Awareness resolution, the new Security Awareness policy for Woodbury County employees using the WCICC-IT network and the updated Acceptable Use - Technology policy for all Woodbury County employees.

RESOLUTION NO _____

-

A RESOLUTION TO AUTHORIZE AND IMPLEMENT SECURITY AWARENESS TRAINING FOR WOODBURY COUNTY EMPLOYEES USING THE WCICC-IT NETWORK

WHEREAS, cyber-attacks and ransom-ware threats can lead to a compromised workstation or spread malware through the County's internal network which could potentially cripple or shutdown our entire network and

WHEREAS, WCICC-IT is responsible for the network which serves the County and desires to educate its users on tools and methods used in Cyberthreats and test them for social engineering vulnerabilities related to cyber-attacks and

WHEREAS, WCICC-IT desires to employ additional training and restrictions for repeatedly failing simulated cyber-attacks,

BE IT THEREFORE RESOLVED by the Board of Supervisors, Woodbury County, Iowa, hereby declare that users will only be granted to appropriate network resources based on need and successful training and

BE IT FURTHER RESOLVED that the Woodbury County Supervisors declare that all new county employees needing access to the County's network must complete basic computer security awareness training administered by WCICC-IT before they are granted network access and

BE IT FURTHER RESOLVED that the Woodbury County Supervisors declare that all currently employed county employees are to complete basic computer security awareness training administered by WCICC-IT within fourteen days of notification by WCICC-IT and the Woodbury County Human Resources Department and

BE IT **FURTHER RESOLVED** that the Woodbury County Supervisors declare that WCICC-IT is authorized to measure employee's security awareness through the use such tools as phishing campaigns and

BE IT **FURTHER RESOLVED** that the Woodbury County Supervisors declare that WCICC-IT is authorized to require additional training and restrict access to network resources for county employees that repeatedly expose the county network to cyber-attacks that are identified as real or simulated phishing emails.

SO RESOLVED this 9th day of May, 2023 and supersedes resolution #12,323 of May 10th, 2016.

Board Chair: _____

Attestation: _____

WOODBURY COUNTY, IOWA

SECURITY AWARENESS POLICY

Last Update Status: Updated May 2023

PURPOSE

Cyberattacks and *ransomware* threats take advantage of common Internet traffic, such as email, which can bypass perimeter security in attempt to compromise *networks* by exploiting weaknesses in human nature. The purpose of this Administrative Policy (AP):

- Define *Security Awareness* Training (SAT) for a *network client*.
- Outline tools used by *WCICC-IT* to regularly test the network client with simulated cyberattacks.
- Define disciplinary actions for failing simulated and legitimate cyberattacks.

SCOPE

This policy applies to all network clients operating on the behalf of the City of Sioux City.

RESPONSIBILITY

- WCICC-IT is responsible for providing education and testing for vulnerabilities related to Cyberattacks for all network clients.
- The Human Resources Department, along with the network client's immediate supervisor, are responsible for notifying WCICC-IT of all new network clients' need for network access and for promptly notifying WCICC-IT of all terminated network clients.
- The Human Resources Department, along with the network client's immediate supervisor, are responsible for ensuring the initial and annual training are completed within 14 calendar days.

DEFINITIONS

Cyberattacks – An attempt to gain access to a computer or computer systems for the purpose of causing harm to the confidentiality, integrity, and availability of the network system.

Incident – Clicking a link, opening an attachment, entering credentials, or some other action on a simulated or a legitimate phishing email is also considered an incident.

Network – a system containing any combination of computers, printers, audio, or visual display devices and/or telephones interconnected by telecommunication equipment or cables used to transmit or receive information.

Network Client – Any individual that makes a direct or wireless connection to the WCICC-IT network infrastructure using an electronic device.

Phishing – The act of sending email that falsely claims to be from a legitimate organization, with the goal of tricking the person into providing information that can be used against the organization.

Ransomware - A type of malicious software designed to block access to a computer system until a sum of money is paid.

Security Awareness – The knowledge and attitude of members of an organization possess regarding the protection of the physical and informational assets of that organization.

Woodbury County Information and Communication Commission Information Technology (WCICC-IT) – As defined by the 28E Agreement between the City of Sioux City and Woodbury County for 911 communications and information systems.

Woodbury County Agents (WCA) – Any person operating on behalf of Woodbury County, including but not limited to employees, volunteers, contractors, and elected officials.

POLICY/PROCEDURE

- All network clients must complete the initial SAT before they are granted network access.
 - Annually, SAT must be completed within 14 calendar days upon notification to maintain network access.
 - WCICC-IT is authorized to periodically measure the network client's security awareness using simulated phishing campaigns and/or security trainings.
 - If interaction such as clicking a link or opening an attachment is taken during the simulated test, it is considered an incident and will be met with the tiered incident response.
 - In the case of a legitimate phishing attack, it will be considered an incident if there is an action taken that could cause harm to the network system
-
- **First Incident:** The network client is notified. The network client must complete the refresher training within 7 calendar days of the notice and notify WCICC-IT upon completion.
 - **Second and Third Incident:** The network client and their immediate supervisor are notified. The network client must take remedial security awareness training within 5 calendar days of the notice and notify WCICC-IT upon completion.
 - **Fourth Incident:** The network client, their supervisor, and the Director of Human Resources or designee are notified, and the network access is temporarily disabled until the network client re-completes the initial security awareness training. The network client must coordinate with the Director of Human Resources or designee to complete the training and notify WCICC-IT upon completion.
 - **Fifth and Subsequent Incidents:** The network client's Director and Director of Human Resources or designee are notified, and network access is disabled pending further disciplinary action as defined by Human Resources.

All Incidents are calculated on a 12-month revolving cycle. Failure to complete any of the mandatory training within the allotted time will result in network access being disabled. Arrangements to regain access need to be coordinated with Human Resources and WCICC-IT.

WOODBURY COUNTY, IOWA

Acceptable Use – Technology Policy

Last Update Status: May 2023

PURPOSE

This policy outlines the acceptable use of computer equipment and electronic communication. These rules help protect the County's employees and data from serious risks, including virus attacks, compromise of network systems and services, public relations issues, and legal issues.

The goal of publishing an Acceptable Use Policy is to protect the County's employees, partners, and data against damaging actions committed either unintentionally or intentionally.

Internet/Intranet/Extranet-related systems, including, but not limited to, computer equipment, software, operating systems, storage media, network accounts, electronic mail, and WWW browsing, are the property of Woodbury County.

It is a team effort to maintain an effective security program. All employees and affiliates working with information or information systems must participate in safe security behaviors daily. Users are responsible for understanding these guidelines and conducting business accordingly. Additional training will be provided upon request to aid that understanding. Any lack of specifics within this policy does not imply a lack of employee responsibility, should specific actions necessitate managerial review or redress.

SCOPE

This policy applies to the use of information, electronic and computing devices, and network resources used to conduct Woodbury County business or interact with internal networks and business systems, whether owned or leased by Woodbury County, the employee or a third party. All employees, contractors, consultants, temporary workers, and other workers at Woodbury County and its subsidiaries are responsible for exercising good judgment regarding the appropriate use of information, electronic devices, and network resources under Woodbury County policies and standards and local laws and regulations. This policy applies to all employees, elected officials, contractors, consultants, temporary workers, and other workers at Woodbury County, including all personnel affiliated with third parties. This policy applies to all equipment owned or leased by Woodbury County.

RESPONSIBILITY

It is the responsibility of all County employees to be familiar and maintain compliancy with this policy. Department Directors and Elected Officials will work with supervisors to ensure employees are informed of this policy. The County reserves the right to monitor electronic communication without prior notification to employees. Woodbury County will verify compliance with this policy through various methods, including but not limited to business tool reports, internal and external audits, and feedback to the policy owner.

DEFINITIONS

Principle of least access - every module (such as a process, a user, or a program, depending on the subject) must be able to access only the information and resources that are necessary for its legitimate purpose.

POLICY/PROCEDURE

General Use and Ownership

- Proprietary information stored on electronic and computing devices remains the sole property of Woodbury County, whether owned or leased by Woodbury County, the employee, or a third party.
- Employees are responsible for promptly reporting the theft, loss, or unauthorized disclosure of the County's proprietary information.
- Employees may access, use, or share Woodbury County proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.
- Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should follow departmental policies for personal use, and if there is any uncertainty, employees should consult their supervisor or manager.
- For security and network maintenance purposes, authorized individuals within Woodbury County may monitor equipment, systems, and network traffic at any time.
- Woodbury County reserves the right to audit networks and systems periodically to ensure compliance with this policy.

Security and Proprietary Information

- All mobile and computing devices that connect to the internal network must comply with the principle of least access.
- Providing access to another individual, deliberately or through failure to secure access, is prohibited.
- You must lock the screen or log off when the device is unattended.

- Postings by employees from a County email address should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of Woodbury County unless posting is during business duties. Employees should only use Woodbury County accounts for work-related services and platforms.
- Employees must use extreme caution when opening email attachments from unknown senders, which may contain malware.

Unacceptable Use

The following activities are, in general, prohibited. Employees may get an exemption from these restrictions during their legitimate job responsibilities (e.g., systems administration staff may need to disable a host's network access if that host is disrupting production services).

Under no circumstances is an employee of Woodbury County authorized to engage in any illegal activity under local, state, federal, or international law while utilizing Woodbury County-owned resources.

The electronic communications systems may be used for minor, incidental personal uses, as determined by management, that is not intentional misuses. Personal use shall not directly or indirectly interfere with the County's business services, interfere with job performance, directly or indirectly interfere with another user's duties, or burden Woodbury County with more than a negligible cost.

The lists below are by no means exhaustive but attempt to provide a framework for activities that fall into the category of unacceptable use.

System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent, or other intellectual property, or similar laws or regulations. Violations include, but are not limited to, the installation or distribution of "pirated" or other software products that were not appropriately licensed for use by Woodbury County.
- Unauthorized copying of copyrighted material, including, but not limited to, copyrighted music, and installing any copyrighted software for which Woodbury County or the end user does not have an active license is strictly prohibited.
- Accessing data, a server, or an account for any purpose other than conducting Woodbury County business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software, or technology in violation of international or regional export control laws is illegal. The appropriate management should get consulted before the export of any material that is in question.
- Introducing malicious programs into the network or server (e.g., viruses, worms, Trojan horses, email bombs, etc.).
- Revealing your account passwords to others or allowing the use of your accounts by others. This includes family and other household members when working from home.

- Using Woodbury County computing asset to actively procure or transmit material that violates sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Employees make fraudulent offers of products, items, or services from any of Woodbury County accounts.
- Making statements about warranty, expressly or implied, unless it is a part of regular job duties.
- Effecting a security breach, including, but not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access unless these duties are within the scope of regular duties. For this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
- Port scanning or security scanning is prohibited unless approved and performed by the Information Security Team.
- Network monitoring is prohibited unless this activity is a part of the WCICC-IT employee's regular job/duty or unless the activity is explicitly approved by the Network Manager.
- Performing any circumvention of user authentication or security of any host, network, or account.
- Introducing honeypots, honeynets, or similar technology on Woodbury County network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command or sending messages of any kind with the intent to interfere with, or disable, a user's terminal session via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Woodbury County employees to parties outside Woodbury County.
- Damaging computer equipment intentionally, or unintentionally by using excessive force.

Email and Communication Activities

Users must realize they represent the organization when using organizational resources to access and use the Internet. Employees are responsible for the context of all communications. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the organization."

- Sending unsolicited email messages, including sending "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone, or paging, whether through language, frequency, or size of messages.

- Transmission of any improper communication that is pornographic, derogatory, defamatory, or obscene.
- Unauthorized use or forging of email header information.
- Solicitation of email for any other email address other than that of the poster's account, with the intent to harass or to collect replies.
- Work email accounts used for signing up for non-work-related accounts such as online shopping or social media.
- Creating or forwarding "chain letters," "Ponzi," or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within the County's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Woodbury County or connected via the County's network.
- Access to Woodbury County resources, including organizational email, from outside the US will only be granted with prior approval by a direct supervisor.

Social Media

- Posting on social media by employees, whether using the County's property and systems or personal computer systems, is also subject to the terms and restrictions outlined in this Policy.
- Limited and occasional use of the County's systems to engage in posting is acceptable, if it gets done professionally and responsibly, does not otherwise violate the County's policy, is not detrimental to the County's best interests and does not interfere with an employee's regular work duties.
- Posting from the County's systems is subject to monitoring.
- Employees are prohibited from revealing Woodbury County confidential or proprietary information when engaged in social media.
- Employees shall not engage in any posting on social media that may harm or tarnish the image, reputation, or goodwill of Woodbury County or any of its employees. Employees are prohibited from making discriminatory, disparaging, defamatory, or harassing comments when posting.
- Employees may also not attribute personal statements, opinions, or beliefs to Woodbury County when engaged in social media. If an employee is expressing their beliefs or opinions on social media, the employee may not, expressly, or implicitly, represent themselves as an employee or representative of Woodbury County. Employees assume all risks associated with posting on social media.
- Apart from following all laws pertaining to the handling and disclosure of copyrighted or export-controlled materials, the County's trademarks, logos, and any other Woodbury County intellectual property may also not be used in connection with any social media activity.

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

Date: 5/10/2023 Weekly Agenda Date: 5/16/2023

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

WORDING FOR AGENDA ITEM:

Approval of Letter of Support for Koskovich & Murphy Developments application for the Iowa Workforce Housing Tax Credits

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Koskovich & Murphy Developments is applying for Iowa Workforce Housing Tax Credits. In addition to the application they are asking for Letters of Support for their project.

BACKGROUND:

Plans include removing the existing Crescent Park Elementary site and erecting two buildings comprised of 24 residential units each.

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

Approval of Letter of Support for Koskovich & Murphy Developments for Iowa Workforce Housing Tax Credits

ACTION REQUIRED / PROPOSED MOTION:

Motion by _____, second by _____ to approve and authorize the Chairman to sign the Letter of Support



Woodbury County Board of Supervisors

Courthouse • Room 104
620 Douglas Street • Sioux City, Iowa 51101
Telephone (712) 279-6525 • Fax (712) 279-6577

MEMBERS

DANIEL A. BITTINGER II
SIOUX CITY

KEITH W. RADIG
SIOUX CITY

JEREMY J. TAYLOR
SIOUX CITY

MATTHEW A. UNG
SIOUX CITY

MARK E. NELSON
CORRECTIONVILLE

FINANCE / BUDGET DIRECTOR
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER
HEATHER SATTERWHITE

May 16th, 2023

Debi Durham, Director
Iowa Economic Development Authority
Iowa Finance Authority
1963 Bell Avenue
Des Moines, IA 50315

Dear Director Durham:

It has come to our attention that Koskovich and Murphy Developments is in the process of applying for Iowa Workforce Housing Tax Credits for their project at the site of the former Crescent Park Elementary School in Sioux City.

As you know far better than most, workforce housing is a very significant issue in all of our Iowa communities, but it is particularly acute in communities with large populations engaged in food processing. Of course, with many of the leading employers in the Siouxland metro engaged in this industry, our needs for developers to make strategic investments in housing has become a top priority.

These Sioux City based developers intend to remove the existing structure and erect two buildings comprised of 24 residential units each. As housing is such a priority issue in our Siouxland community, we are strong proponents of this project to add 48 units to our inventory.

The current shortage of labor, coupled with runaway inflation make programs like the Workforce Housing Tax Credit program more important than ever, and we appreciate your direct engagement and support of these important initiatives.

Thank you for your review and consideration of this request.

Sincerely,

Matthew A. Ung
Chairman, Board of Supervisors



Ahlers & Cooney, P.C.
Attorneys at Law

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Des Moines, Iowa 50309-2231

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Timothy J. Whipple
515.246.0379
twhipple@ahlerslaw.com

May 9, 2023

Via E-Mail Only

Matthew Ung, M.B.A., M.Th.
Chairman Board of Supervisors
Woodbury County
620 Douglas St.
Sioux City, IA 51101
Cell: (712) 490-7852

RE: Joint Representation of Woodbury County in Iowa Utilities Board Pipeline Permit Proceedings
Concurrent (Joint) Representation and Conflict Waiver

Dear Mr. Ung:

This consent and waiver letter confirms that our Firm has been asked to represent Woodbury County, in addition to Delaware, Floyd, Emmet, Butler, and Bremer Counties, acting by and through their Boards of Supervisors (individually a "County" and collectively the "Counties") in connection with certain matters arising from the state and local regulation of hazardous liquid pipelines, and in particular participation in pending contested case permit proceedings before the Iowa Utilities Board (the "IUB") in connection with a carbon capture pipeline project proposed by Navigator Heartland Greenway ("IUB Permit Proceedings").

As you know, our Firm has an existing and long-standing client relationship with all of the Counties. Given the proposed concurrent representation of the Counties, we cannot undertake a representation where we will advocate or negotiate for one party against the others. However, our ethical rules allow us to undertake joint representation of all Counties in a specific matter provided that we can competently and diligently represent each client, and each client provides informed consent in writing to the representation.

Joint Representation and Common Interests

We believe that we can competently and diligently jointly represent the Counties in the limited matter of the IUB contested case permit proceedings. In those proceedings, the legal issues involved are likely to impact either the zoning and home rule powers of each county within their jurisdiction or the zoning and home rule powers of counties generally. In the case of the former, there is no conflict because the jurisdiction of each county does not interfere with the other counties. In the case of the latter, the zoning and home rule powers of all counties are likely to be affected equally in which case there is a high likelihood no party will be adverse to the others.

In short, as long as the Counties are in agreement on the applicable law, substantive policy issues, and tactical and strategic implementation of their shared goals, we believe that we can competently and diligently continue to represent the Counties and that representing the Counties in front of the IUB would not pose a conflict with our representation of them in other matters. In the event there are actual disagreements of substance between the Counties on the applicable law, substantive policy issues, and tactical and strategic implementation of shared goals, we will attempt to resolve such disagreements or disputes amicably during the joint representation. However, if any one County or Counties remains in dispute or disagreement after good faith attempts at resolution, then one or more of the following may occur:

- (1) the County in disagreement may withdraw from the joint representation and resume separate participation in the proceedings;
- (2) the Firm may decline to advise any of the Counties with respect to such issue; and/or
- (3) the Firm may need to obtain informed consent or withdraw as counsel for one or more Counties, or from the joint representation in its entirety. Such withdrawal by the Firm would not generally, however, impact our ongoing representation of the Counties on any other matters not directly related to or arising from the IUB Permit Proceedings which are the focus of this limited joint representation.

If the Counties desire to pursue this joint representation, the firm requires they agree to the following:

- An acknowledgement that the Firm has been asked to represent them before the IUB in the IUB Permit Proceedings jointly with the other Counties; and
- An acknowledgement from all Counties that the analyses, work product, and preparation of filings for each County on any given question, action, or issue arising during the proceedings is likely to be duplicative if performed separately by each individual County and that each County would rather pursue their goals now through a collaborative process than individually through preparation of their own analyses, work product, and filings, with the understanding and agreement that all Counties will receive the same work product unless they opt to make a separate filing or take some other action individually; and
- An acknowledgement that engaging in this joint representation may prevent Ahlers & Cooney, P.C. from representing any one or more Counties should an adversarial dispute arise with the other Counties as a result of the IUB's handling of the permit proceeding, provided however that the Firm may elect to continue with the representation of one or more Counties with informed consent or otherwise, consistent with attorney ethical rules on conflict of interests.

In the course of the joint representation of the Counties, we will not have communications with one County relevant to the IUB proceedings that are confidential from the other Counties. For matters relevant to this limited joint representation in the IUB proceedings, we have a legal and ethical duty to share with all of you the information we receive and the comments that we give. In other words, your conversations with us with respect to this matter

are not privileged as between the Counties and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning this matter, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Counties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Counties in this matter in the limited manner described herein, but of course you may ask me any questions you may have regarding the contents of this letter and you should seek the independent advice of your County Attorney or other lawyer outside of our Firm regarding the contents of this letter.

In addition, this representation involves participation in the IUB Permit Proceedings for a pipeline that crosses multiple counties. There is a substantial possibility that other counties will also seek to participate in the same IUB Permit Proceedings, and we may also be asked to represent them in the Proceedings. We do not believe that such representation, if it occurs, will adversely affect our ability to jointly represent the Counties with respect to the permit proceedings because actual disagreements among the counties is unlikely. In the event that other counties seek our representation in the permit proceedings, we may request that the applicable county grant a conflict waiver and/or enter into this or another similar agreement for joint representation. By entering into this joint representation, the Counties consent to the potential inclusion of additional counties in the joint representation without further action on their part, if such additional counties agree to the terms and conditions of this letter.

Scope of Limited Representation

If all Counties approve and consent to this joint representation as described above, then the additional terms of our representation are as follows:

We understand the representation in this matter to include the following responsibilities:

- Attend regular and special meetings of each County's Board of Supervisors, and other meetings with state officials or pipeline company representatives as necessary and, in each instance, as may be requested by the Counties related to the IUB Permit Proceedings.
- Advise the Counties on legal and regulatory matters related to state and federal pipeline regulations, state and federal permits, local ordinances and permits, and county home rule authority as and to the extent related to the IUB Permit Proceedings.
- Represent the Counties in the IUB Permit Proceedings.
- Review, draft, file, and, if applicable, negotiate all pleadings, motions, testimony, briefs, and other filings necessary and convenient as part of the IUB Permit Proceedings.

We have discussed with you the fact that the complexity of local, state and federal pipeline regulations, along with the magnitude of the proposed carbon capture pipeline projects, lead to the possibility that the Counties' ordinances might be challenged in court or that the IUB proceedings could result in further state or federal litigation resulting or arising from the IUB's decisions and orders during the IUB Permit Proceedings. The scope of this representation is to assist with the participation in IUB Permit Proceedings as described above, which could include appeals or further judicial review by various parties to the Proceedings.

At this time, the scope does not include defending the Counties against various legal claims not arising from the IUB Permit Proceedings, including administrative claims and state and federal litigation not related to the IUB Permit Proceedings. Representation of the Counties in such matters, if they arise, is subject to the specifics of such claims, a review of actual or potential conflicts of interest, and a separate engagement letter. Any additional legal services, except those services incidental to and necessarily included in connection with this joint representation, must be reflected in separate correspondence, including litigation matters and bond counsel services.

The scope of our representation does not include advice or services regarding accounting, tax, engineering, financial matters, business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by one or more Counties regarding the subject of this limited joint representation, we will communicate with the Counties, in writing, to confirm the scope of such consultations prior to initiating the same.

Billing Practices and Procedures

Our services are billed hourly, at the rate in effect at the time services are performed. The firm periodically reviews and adjusts billing rates, usually on an annual basis with increases effective January 1. I will be chiefly responsible for providing the legal services in this matter, but may obtain the assistance of other attorneys or paralegals in the firm, including the attorneys listed below at the rates effective as of January 1, 2023:

- Tim Whipple at \$350 per hour
- Steve Nadel, for general counsel, at \$470 per hour
- Elizabeth Burnett for general counsel at \$220 per hour
- Jason Craig, for litigation related questions, at \$355 per hour

I may also call upon others in the firm to assist us from time to time. This may involve attorneys with specialized knowledge and skill, associate attorneys or legal or administrative assistants. Work performed by other attorneys and legal assistants will be billed at their hourly rate in effect at the time the services are performed.

Each County will be billed for *its proportionate share* of the total costs of the joint representation on a monthly basis, for all services rendered and all expenses advanced. For this representation, the proportionate shares shall be equal, and shall be determined by dividing the fees and costs to be billed by the number of Counties jointly represented. The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$250. If an expense exceeds that amount, the firm will forward the

provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. If your County uses other services or has other open matters with the Firm, these expenses will be shown separately from those other costs. Should you have any questions about the statement, please call. The firm reserves the right to withdraw from your representation if each monthly statement is not paid within 60 days of issuance.

Other Matters for Consideration

As you are aware, our firm represents many political subdivisions, including cities, counties, school districts, and other companies and individuals. It is possible that, during the time we are representing your County, one or more of our present or future clients will have transactions with the County or matters involving the IUB. It is also likely that we may be asked to represent, in an unrelated matter, our other clients. We do not believe such representation, if it occurs, will adversely affect our ability to jointly represent the Counties as provided in this letter, either because such matters will be sufficiently different from the County joint representation so as to make such representations not adverse, or because the potential for such adversity is remote or minor, and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our County joint representation. We do reserve the right (and the County, by accepting our representation on these terms, consents thereto) to continue to represent, or to represent in the future, other clients on matters where the County joint interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the Counties.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

Next Steps:

By executing this informed consent, joint representation letter, the County acknowledges that we have informed you of our potential representation of other Counties, as described herein, and we understand that you have determined to recommend to the Board of Supervisors that they seek our representation for the limited purposes described herein.

If the contents of this letter are agreeable, please present this letter to the Board of Supervisors for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail.

If you disagree with or otherwise believe anything herein to be incorrect or mistaken in any way, then please let me know as soon as possible. We will only be able to represent the Counties in this matter if all Counties are in agreement regarding this limited representation.

Finally, should you have any questions on this matter, please don't hesitate to contact me. The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Very truly yours,

AHLERS & COONEY, P.C.

By

/s/ *Timothy J. Whipple*

Timothy J. Whipple

WAIVER AND CONSENT

Woodbury County has had the opportunity to seek advice from independent counsel of their own choosing concerning the proposed concurrent representation and any conflict of interest associated therewith, and hereby knowingly and voluntarily waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Delaware, Floyd, Emmet, Butler, and Bremer along with Woodbury County, and any additional counties which seek to join the joint representation on the same terms and conditions, as set forth herein.

Woodbury County*

Dated: _____, 2023 By _____

*Approved by action of the governing body on _____, 2023.



Ahlers & Cooney, P.C.
Attorneys at Law

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Timothy J. Whipple
515.246.0379
twhipple@ahlerslaw.com

May 9, 2023

Via E-Mail Only

Matthew Ung, M.B.A., M.Th.
Chairman Board of Supervisors
Woodbury County
620 Douglas St.
Sioux City, IA 51101
Cell: (712) 490-7852

RE: Joint Representation of Woodbury County in Iowa Utilities Board Pipeline Permit Proceedings
Concurrent (Joint) Representation and Conflict Waiver

Dear Mr. Ung:

This consent and waiver letter confirms that our Firm has been asked to represent Woodbury County, in addition to Dickinson, Shelby, Floyd, Kossuth, Wright, and Emmet Counties, acting by and through its Board of Supervisors, (individually a "County" and collectively the "Counties") in connection with certain matters arising from the state and local regulation of hazardous liquid pipelines, and in particular participation in pending contested case permit proceedings before the Iowa Utilities Board (the "IUB") in connection with a carbon capture pipeline project proposed by Summit Carbon Solutions ("IUB Permit Proceedings").

As you know, our Firm has an existing and long-standing client relationship with all of the Counties. Given the proposed concurrent representation of the Counties, we cannot undertake a representation where we will advocate or negotiate for one party against the others. However, our ethical rules allow us to undertake joint representation of all Counties in a specific matter provided that we can competently and diligently represent each client, and each client provides informed consent in writing to the representation.

Joint Representation and Common Interests

We believe that we can competently and diligently jointly represent the Counties in the limited matter of the IUB contested case permit proceedings. In those proceedings, the legal issues involved are likely to impact either the zoning and home rule powers of each county within their jurisdiction or the zoning and home rule powers of counties generally. In the case of the former, there is no conflict because the jurisdiction of each county does not interfere with the other counties. In the case of the latter, the zoning and home rule powers of all counties are likely to be affected equally in which case there is a high likelihood no party will be adverse to the others.

In short, as long as the Counties are in agreement on the applicable law, substantive policy issues, and tactical and strategic implementation of their shared goals, we believe that we can competently and diligently continue to represent the Counties and that representing the Counties in front of the IUB would not pose a conflict with our representation of them in other matters. In the event there are actual disagreements of substance between the Counties on the applicable law, substantive policy issues, and tactical and strategic implementation of shared goals, we will attempt to resolve such disagreements or disputes amicably during the joint representation. However, if any one County or Counties remains in dispute or disagreement after good faith attempts at resolution, then one or more of the following may occur:

- (1) the County in disagreement may withdraw from the joint representation and resume separate participation in the proceedings;
- (2) the Firm may decline to advise any of the Counties with respect to such issue; and/or
- (3) the Firm may need to obtain informed consent or withdraw as counsel for one or more Counties, or from the joint representation in its entirety. Such withdrawal by the Firm would not generally, however, impact our ongoing representation of the Counties on any other matters not directly related to or arising from the IUB Permit Proceedings which are the focus of this limited joint representation.

If the Counties desire to pursue this joint representation, the firm requires they agree to the following:

- An acknowledgement that the Firm has been asked to represent them before the IUB in the IUB Permit Proceedings jointly with the other Counties; and
- An acknowledgement from all Counties that the analyses, work product, and preparation of filings for each County on any given question, action, or issue arising during the proceedings is likely to be duplicative if performed separately by each individual County and that each County would rather pursue their goals now through a collaborative process than individually through preparation of their own analyses, work product, and filings, with the understanding and agreement that all Counties will receive the same work product unless they opt to make a separate filing or take some other action individually; and
- An acknowledgement that engaging in this joint representation may prevent Ahlers & Cooney, P.C. from representing any one or more Counties should an adversarial dispute arise with the other Counties as a result of the IUB's handling of the permit proceeding, provided however that the Firm may elect to continue with the representation of one or more Counties with informed consent or otherwise, consistent with attorney ethical rules on conflict of interests.

In the course of the joint representation of the Counties, we will not have communications with one County relevant to the IUB proceedings that are confidential from the other Counties. For matters relevant to this limited joint representation in the IUB proceedings, we have a legal and ethical duty to share with all of you the information we receive and the comments that we give. In other words, your conversations with us with respect to this matter

are not privileged as between the Counties and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning this matter, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Counties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Counties in this matter in the limited manner described herein, but of course you may ask me any questions you may have regarding the contents of this letter and you should seek the independent advice of your County Attorney or other lawyer outside of our Firm regarding the contents of this letter.

In addition, this representation involves participation in the IUB Permit Proceedings for a pipeline that crosses multiple counties. There is a substantial possibility that other counties will also seek to participate in the same IUB Permit Proceedings, and we may also be asked to represent them in the Proceedings. We do not believe that such representation, if it occurs, will adversely affect our ability to jointly represent the Counties with respect to the permit proceedings because actual disagreements among the counties is unlikely. In the event that other counties seek our representation in the permit proceedings, we may request that the applicable county grant a conflict waiver and/or enter into this or another similar agreement for joint representation. By entering into this joint representation, the Counties consent to the potential inclusion of additional counties in the joint representation without further action on their part, if such additional counties agree to the terms and conditions of this letter.

Scope of Limited Representation

If all Counties approve and consent to this joint representation as described above, then the additional terms of our representation are as follows:

We understand the representation in this matter to include the following responsibilities:

- Attend regular and special meetings of each County's Board of Supervisors, and other meetings with state officials or pipeline company representatives as necessary and, in each instance, as may be requested by the Counties related to the IUB Permit Proceedings.
- Advise the Counties on legal and regulatory matters related to state and federal pipeline regulations, state and federal permits, local ordinances and permits, and county home rule authority as and to the extent related to the IUB Permit Proceedings.
- Represent the Counties in the IUB Permit Proceedings.
- Review, draft, file, and, if applicable, negotiate all pleadings, motions, testimony, briefs, and other filings necessary and convenient as part of the IUB Permit Proceedings.

We have discussed with you the fact that the complexity of local, state and federal pipeline regulations, along with the magnitude of the proposed carbon capture pipeline projects, lead to the possibility that the Counties' ordinances might be challenged in court or that the IUB proceedings could result in further state or federal litigation resulting or arising from the IUB's decisions and orders during the IUB Permit Proceedings. The scope of this representation is to assist with the participation in IUB Permit Proceedings as described above, which could include appeals or further judicial review by various parties to the Proceedings.

At this time, the scope does not include defending the Counties against various legal claims not arising from the IUB Permit Proceedings, including administrative claims and state and federal litigation not related to the IUB Permit Proceedings. Representation of the Counties in such matters, if they arise, is subject to the specifics of such claims, a review of actual or potential conflicts of interest, and a separate engagement letter. Any additional legal services, except those services incidental to and necessarily included in connection with this joint representation, must be reflected in separate correspondence, including litigation matters and bond counsel services.

The scope of our representation does not include advice or services regarding accounting, tax, engineering, financial matters, business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by one or more Counties regarding the subject of this limited joint representation, we will communicate with the Counties, in writing, to confirm the scope of such consultations prior to initiating the same.

Billing Practices and Procedures

Our services are billed hourly, at the rate in effect at the time services are performed. The firm periodically reviews and adjusts billing rates, usually on an annual basis with increases effective January 1. I will be chiefly responsible for providing the legal services in this matter, but may obtain the assistance of other attorneys or paralegals in the firm, including the attorneys listed below at the rates effective as of January 1, 2023:

- Tim Whipple at \$350 per hour
- Steve Nadel, for general counsel, at \$470 per hour
- Elizabeth Burnett for general counsel at \$220 per hour
- Jason Craig, for litigation related questions, at \$355 per hour

I may also call upon others in the firm to assist us from time to time. This may involve attorneys with specialized knowledge and skill, associate attorneys or legal or administrative assistants. Work performed by other attorneys and legal assistants will be billed at their hourly rate in effect at the time the services are performed.

Each County will be billed for *its proportionate share* of the total costs of the joint representation on a monthly basis, for all services rendered and all expenses advanced. For this representation, the proportionate shares shall be equal, and shall be determined by dividing the fees and costs to be billed by the number of Counties jointly represented. The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$250. If an expense exceeds that amount, the firm will forward the

provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. If your County uses other services or has other open matters with the Firm, these expenses will be shown separately from those other costs. Should you have any questions about the statement, please call. The firm reserves the right to withdraw from your representation if each monthly statement is not paid within 60 days of issuance.

Other Matters for Consideration

As you are aware, our firm represents many political subdivisions, including cities, counties, school districts, and other companies and individuals. It is possible that, during the time we are representing your County, one or more of our present or future clients will have transactions with the County or matters involving the IUB. It is also likely that we may be asked to represent, in an unrelated matter, our other clients. We do not believe such representation, if it occurs, will adversely affect our ability to jointly represent the Counties as provided in this letter, either because such matters will be sufficiently different from the County joint representation so as to make such representations not adverse, or because the potential for such adversity is remote or minor, and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our County joint representation. We do reserve the right (and the County, by accepting our representation on these terms, consents thereto) to continue to represent, or to represent in the future, other clients on matters where the County joint interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the Counties.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

Next Steps:

By executing this informed consent, joint representation letter, the County acknowledges that we have informed you of our potential representation of other Counties, as described herein, and we understand that you have determined to recommend to the Board of Supervisors that they seek our representation for the limited purposes described herein.

If the contents of this letter are agreeable, please present this letter to the Board of Supervisors for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail.

If you disagree with or otherwise believe anything herein to be incorrect or mistaken in any way, then please let me know as soon as possible. We will only be able to represent the Counties in this matter if all Counties are in agreement regarding this limited representation.

Finally, should you have any questions on this matter, please don't hesitate to contact me. The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Very truly yours,

AHLERS & COONEY, P.C.

By

/s/ *Timothy J. Whipple*

Timothy J. Whipple

WAIVER AND CONSENT

Woodbury County has had the opportunity to seek advice from independent counsel of its own choosing concerning the proposed concurrent representation and any conflict of interest associated therewith, and hereby knowingly and voluntarily waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of Dickinson, Floyd, Shelby, Wright, Emmet and Kossuth along with Woodbury County, and any additional counties which seek to join the joint representation on the same terms and conditions, as set forth herein.

Woodbury County*

Dated: _____, 2023 By _____

*Approved by action of the governing body on _____, 2023.



Ahlers & Cooney, P.C.
Attorneys at Law

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Timothy J. Whipple

515.246.0379

Twhipple@ahlerslaw.com

May 9, 2023

Via E-Mail

Matthew Ung, M.B.A., M.Th.
Chairman Board of Supervisors
Woodbury County
620 Douglas St.
Sioux City, IA 51101
Cell: (712) 490-7852

RE: Representation in the Matter of Hazardous Liquid Pipeline Permits and Regulations

Dear Mr. Ung:

This letter will confirm that this firm has agreed to represent Woodbury County, Iowa, acting by and through its Board of Supervisors (the "County") in connection with certain matters arising from the state and local regulation of hazardous liquid pipelines, including (1) the review and analysis of local ordinances pertaining to the use of land for pipelines within the county; and (2) the participation in pending contested case permit proceedings before the Iowa Utilities Board (the "IUB") in connection with certain proposed carbon capture pipelines;

We understand the representation in this matter to include the following responsibilities:

- Attend regular and special meetings of the Board of Supervisors, and other meetings with state officials or pipeline company representatives as necessary and, in each instance, as may be requested by the County.
- Review, draft, and, if applicable, negotiate ordinances and resolutions.
- Advise the County on legal and regulatory matters related to pipeline regulations, permits, local ordinances, and county home rule authority.
- Represent the County in contested case and administrative rule-making matters before the Iowa Utilities Board, including any pending permit proceedings.

We have discussed with you the fact that the complexity of local, state and federal pipeline regulations, along with the magnitude of the proposed carbon capture pipeline project, lead to the possibility that the County's ordinances might be challenged in court. The scope of this representation is to assist with the review and drafting of the ordinances and participation in IUB proceedings as described above. At this time, the scope does not include defending the County against various legal claims, including administrative claims and state and federal litigation. Representation of the County in such matters, if they arise, is subject to the specifics of such claims, a review of actual or potential conflicts of interest, and a separate engagement letter. However, if

that becomes necessary, the firm is willing to consider changing the scope of representation to include such claims, subject to the afore-mentioned items.

In each instance, the firm will represent the County as and to the extent referred to us by the supervisors and agreed to in writing. Any additional legal services, except those services incidental to and necessarily included in connection with this representation, must be reflected in separate correspondence, including litigation matters and bond counsel services.

I will be chiefly responsible for providing the legal services in this matter. I may obtain the assistance of other attorneys or paralegals in the firm, including the attorneys listed below:

- Steve Nadel, for general counsel
- Elizabeth Burnett, for general counsel
- Jason Craig, for litigation-related questions
- Other attorneys as required

Limited Scope of Representation: The scope of our representation does not include advice or services regarding accounting, tax, engineering, financial matters, business management, and related non-legal matters and advice. If you wish for us to consult with other professionals retained by you regarding this matter, we will communicate with you, in writing, to confirm the scope of such consultations prior to initiating the same.

Our services are billed hourly, at the rate in effect at the time services are performed. The firm periodically reviews and adjusts billing rates, usually on an annual basis with increases effective January 1. At present, the billing rates for the above listed attorneys, effective as of January 1, 2023, are:

- Tim Whipple at \$350 per hour
- Steve Nadel at \$470 per hour
- Elizabeth Burnett at \$220 per hour
- Jason Craig at \$355 per hour

I may also call upon others in the firm to assist us from time to time. This may involve attorneys with specialized knowledge and skill, associate attorneys or legal or administrative assistants. Work performed by other attorneys and legal assistants will be billed at their hourly rate in effect at the time the services are performed. You will be billed on a monthly basis for all services rendered and all expenses advanced. The firm will advance usual and necessary expenses incurred in connection with your representation if the individual amounts do not exceed \$250. If an expense exceeds that amount, the firm will forward the provider's statement directly to you for payment. Your monthly statement will contain an itemized list of the services performed and expenses incurred. Should you have any questions about the statement, please call. The firm reserves the right to withdraw from your representation if each monthly statement is not paid within 60 days of issuance.

As you are aware, our firm represents many political subdivisions, including cities, counties, school districts, and other companies and individuals. It is possible that, during the time we are representing the County, one or more of our present or future clients will have transactions

May 9, 2023

Page 3

with the County or matters involving the IUB. It is also likely that we may be asked to represent, in an unrelated matter, our other clients. We do not believe such representation, if it occurs, will adversely affect our ability to represent the County as provided in this letter, either because such matters will be sufficiently different from the County representation so as to make such representations not adverse, or because the potential for such adversity is remote or minor, and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of our County representation. We do reserve the right (and the County, by accepting our representation on these terms, consents thereto) to continue to represent, or to represent in the future, other clients on matters where the County interests may be adverse, but that do not have a substantial relationship to any matter on which we are representing the County.

In addition, this representation involves participation in permit proceedings at the IUB for a pipeline that crosses multiple counties. There is a substantial possibility that other counties will also seek to participate in the same permit proceedings, and we may also be asked to represent them in the proceedings. We do not believe that such representation, if it occurs, will adversely affect our ability to represent the County with respect to the permit proceedings because actual disagreements among the counties is unlikely. In the event that other counties seek our representation in the permit proceedings, we may request that the County grant a conflict waiver and/or enter into an agreement for joint representation.

You acknowledge that we have informed you of our potential representation of other counties, as described herein, and we understand that you have determined to recommend to the Board of Supervisors that they seek our representation for the limited purposes described herein.

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

If these arrangements are acceptable with you, please present this letter to the Board of Supervisors for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail.

May 9, 2023

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The firm appreciates the opportunity to serve as your counsel in connection with this matter. We look forward to working with you.

Sincerely,
AHLERS & COONEY, P.C.

By:

/s/ *Timothy J. Whipple*

Timothy J. Whipple

TJW:im

Accepted:

Board of Supervisors of Woodbury County, Iowa*

By _____ Date: _____

***Approved by action of the Board of Supervisors on _____, 2023.**

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

Date: 5/11/23

Weekly Agenda Date: 5/16/23

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

WORDING FOR AGENDA ITEM:

Information regarding future direction and recommendations for Climbing Hills Emergency Services Building

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

On Wednesday, May 10th Emergency Services Director Scott Mitchell, Building Services Director Kenny Schmitz, Supervisors Mark Nelson and Jeremy Taylor met in order to discuss the future of the building.

We do not believe that at this point, there is good justification for tuckpointing at \$235,000 given that it could potentially be an every-10 to 15 year need, something that could in and of itself exceed a \$1.2 million bond issue over a 50-year time period.

The old 1916 school does house the new(er) 2004 boilers which run lead-lag and only need to run one to service the space that is heated. This extends the 20-year boilers to potentially 35-40 years. The building also serves as a bomb shelter and the backup communications center.

It does not seem feasible at this point to replace the building for a variety of reasons.

BACKGROUND:

Action Items:

- Kenny Schmitz will contact Boone Brothers regarding roof age, points of opportunity, and what should be done to look at a short-to-medium long-term plan.
- Scott will look at furniture, fixtures, and equipment to improve the suitability of living conditions in order to retain and recruit in a tough labor market.
- Scott Mitchell will contact Mike from Boiler Services, Inc. of Sioux City in order to discuss steam trap replacements for efficiency's sake. Additionally, a critical next step to address the bats issue is to cut the top four feet of the stack, properly line it, and tuckpoint/reinforce just that area.
- Scott Mitchell will contact Electronic Engineering regarding the camera system, down camera, and failed hard drive.
- The Board of Supervisors will look potentially at a longer-term sinking fund in order to augment a 10-year plan in discussions for the future.

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:

Information

ACTION REQUIRED / PROPOSED MOTION:

Information