



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 15, 2021) (WEEK 24 OF 2021)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov
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Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 15, 2021 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 10 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the June 8, 2021 meeting
4. Approval of claims
5. County Auditor – Patrick Gill
a. Approval of Liquor License Application for the Scarecrow Farm, Lawton
b. Approval of Liquor License Amendment of Ownership of Anthon Golf Course, Anthon
6. Approval of 28E Agreement between Woodbury County, Iowa and the Woodbury Soil and Water Conservation District for funding and management of a watershed inspection and maintenance program in Woodbury County

7. Juvenile Detention – Ryan Weber
Receive Juvenile Detention’s May Population Report
8. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions
9. Board Administration – Dennis Butler
Approval of agreement between Woodbury County, Iowa and Williams & Company, P.C. for fiscal years 2021 - 2025
10. Secondary Roads – Mark Nahra
Approve the permit to work in the right of way and an underground utility permit for Randy Hunt/Hunt Farms

End Consent Agenda

- 4:35 p.m.** (Set time)
11. Board Administration – Heather Satterwhite
Public hearing and sale of property parcel #894721358023 (aka 1417 Grandview Blvd.) Action
 12. Human Resources – Melissa Thomas
 - a. Authorization to create the new position of Assistant County Engineer Action
 - b. Authorization to Initiate Hiring Process Action
 - c. Approval of request to deauthorize county position Action
 13. Juvenile Detention – Ryan Weber
Approval request for contract with State of Nebraska for Woodbury County Detention bed usage Action

**Recess Board of Supervisors Meeting
Convene Grant Township Trustees Meeting**

- 4:45 p.m.** (Set time)
14.
 - a. Public hearing for the proposed budget
 - b. Adoption of budget and proposed levy
 - c. Adopt a resolution naming those authorized to sign documents for Grant Township
 - d. Approval of claims
 - e. Public comment

**Adjourn Grant Township Trustees Meeting
Continue Board of Supervisors Meeting**

15. Community & Economic Development – David Gleiser
Approval to set the date/time for three public hearings to approve a Commercial Wind Energy Conversion Systems Ordinance Action
 - a. Tuesday, 6/22/21 at 4:40 p.m.
 - b. Tuesday, 6/29/21 at 4:45 p.m.
 - c. Tuesday, 7/6/21 at 4:45 p.m.
16. Secondary Roads – Mark Nahra
Award the quote from Ziegler Caterpillar for a new 950GC front end loader for \$210,983 Action

- | | |
|---|-------------|
| 17. County Sheriff – Chad Sheehan
Approval on a joint purchase of a new Record Management System (RMS)
with the City of Sioux City and WCICC | Action |
| 18. Board Administration – Dennis Butler
Approval of resolution approving and authorizing a form of Loan Agreement and
authorizing and providing for the issuance, and levying a tax to pay the Notes;
Approval of the Tax Exemption Certificate | Action |
| 19. Reports on Committee Meetings | Information |
| 20. Citizen Concerns | Information |
| 21. Board Concerns | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., JUNE 16 10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
4:00 p.m. Conservation Board Meeting, Brown's Lake – Bigelow Park
- THU., JUNE 17 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JUNE 18 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, ZOOM
- TUE., JUNE 22 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JUNE 23 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., JUNE 24 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., JUNE 28 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- MON., JULY 5 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., JULY 7 3:45 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., JULY 8 10:00 a.m.** COAD Meeting, The Security Institute
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., JULY 14 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
10:00 a.m. STARComm Board Meeting, The Security Institute, WIT Campus
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., JULY 15 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., JULY 16 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., JULY 21 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
10:00 a.m. Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.

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.

JUNE 8, 2021, TWENTY-THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 8, 2021 at 4:30 p.m. Board members present were Monson, Radig, Ung, Wright, and De Witt. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Board Attorney, Dennis Butler, Finance Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. Gary Brown, Emergency Services Director, addressed the Board with concerns about the replacement of his position after his retirement.
2. Motion by De Witt second by Radig to approve the agenda for June 8, 2021. Carried 5-0. Copy filed.
- 8a. A public hearing was held at 4:35 p.m. for authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder. The Chairperson called on anyone wishing to be heard.

Motion by De Witt second by Radig to close the public hearing. Carried 5-0.
- 8b. Motion by Monson second by De Witt to approve and authorize the Chairperson to sign a Resolution Instituting Proceedings to take Additional Action for the Issuance of not to Exceed \$1,094,445 General Obligation Capital Loan Notes (Essential County Purpose #1). Carried 5-0.

**RESOLUTION #13,186
RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$1,094,445 GENERAL OBLIGATION CAPITAL
LOAN NOTES (ESSENTIAL COUNTY PURPOSE #1)**

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$1,094,445 General Obligation Capital Loan Notes, for the essential county purposes, in order to provide funds to pay the costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$1,094,445 General Obligation Capital Loan Notes, for the foregoing essential county purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 8th day of June, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8c. A public hearing was held at 4:37 p.m. for authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder. The Chairperson called on anyone wishing to be heard.

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

8d. Motion by De Witt second by Monson to approve and authorize the Chairperson to sign a Resolution Instituting Proceedings to take Additional Action for the Issuance of not to Exceed \$630,111 General Obligation Capital Loan Notes (Essential County Purpose #2). Carried 5-0.

**RESOLUTION #13,187
RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO
EXCEED \$630,111 GENERAL OBLIGATION CAPITAL LOAN
NOTES (ESSENTIAL COUNTY PURPOSE #2)**

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$630,111 General Obligation Capital Loan Notes, for the essential county purposes, in order to provide funds to pay the costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of not to exceed \$630,111 General Obligation Capital Loan Notes, for the foregoing essential county purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 8th day of June, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

8e. A public hearing was held at 4:39 p.m. for authorization of a Loan Agreement and the issuance of Notes to evidence the obligation of the County thereunder. The Chairperson called on anyone wishing to be heard.

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

8f. Motion by Ung second by De Witt to approve and authorize the Chairperson to sign a Resolution Instituting Proceedings to take Additional Action for the Issuance of not to Exceed \$75,444 General Obligation Capital Loan Notes (Essential County Purpose #3). Carried 5-0.

**RESOLUTION #13,188
RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE ISSUANCE OF NOT TO**

**EXCEED \$75,444 GENERAL OBLIGATION CAPITAL LOAN
NOTES (ESSENTIAL COUNTY PURPOSE #3)**

WHEREAS, pursuant to notice published as required by law, the Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan Agreement and the issuance of Not to Exceed \$75,444 General Obligation Capital Loan Notes, for the general county purposes, in order to provide funds to pay the costs of equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens, and has considered the extent of objections received from residents or property owners as to the proposed issuance of Notes; and no petition was filed calling for a referendum thereon. The following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. That this Board does hereby institute proceedings and take additional action for the authorization and issuance in the manner required by law of Not to Exceed \$75,444 General Obligation Capital Loan Notes, for the foregoing general county purposes.

Section 2. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the general fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above Notes. The amounts so advanced shall be reimbursed from the proceeds of the Notes not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 8th day of June, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

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

- 3. To approve minutes of the June 1, 2021 meeting. Copy filed.
- 4. To approve the claims totaling \$526,470.63. Copy filed.
- 5a. To approve the separation of Bradley Carlson, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 06-02-21. Resignation.; the separation of Emma Sonier, P/T Youth Worker, Juvenile Detention Dept., effective 06-12-21. Resignation.; the appointment of Jessica Waderich, Civilian Jailer, County Sheriff Dept., effective 06-14-21, \$20.46/hour. Job Vacancy Posted 4-14-21. Entry Level Salary: \$20.46/hour.; and reclassification of Randy Uhl, Civilian Lieutenant, County Sheriff Dept., effective 06-28-21, \$77,402.72/year, 3.25%=\$2,436.72/yr. Per Wage Plan Matrix, 6 month Salary Increase. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for P/T Youth Worker, Juvenile Detention Dept. AFSCME Juvenile Detention: \$19.83/hour. Copy filed.
- 6a. To approve and authorize the Chairperson to sign a Resolution approving petition for suspension of taxes for Mary Kreisel & Paul Kreisel, parcel #894717438006, 3123 Morrison Ave. St., Sioux City.

**WOODBURY COUNTY, IOWA
RESOLUTION # 13,185
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

WHEREAS, Mary Kreisel and Paul Kreisel, are the titleholders of property located at 3123 Morrison Ave. St., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel #894717438006

SUNSET VIEW WLY 12 ½ FT LOT 6 BLK 11 LOT 7 BLK 11

WHEREAS, Mary Kreisel and Paul Kreisel are the titleholders of the aforementioned property have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2017 Iowa Code section 427.9, and

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

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

SO RESOLVED this 8th day of June, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6b. To approve the lifting of tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continues tax suspension. Copy filed.
- 7. To approve the permit to work in the right of way for Larry Eisenhauer. Copy filed.

Carried 5-0.

- 9. Information was presented by John Torbert, Iowa Drainage District Association, about the annual report from Iowa Drainage District Association. Copy filed.
- 10. Motion by Monson second by Radig to receive for signatures a 28E Agreement for Rolling Hills Community Services Region, effective July 1, 2021. Carried 5-0. Copy filed.
- 11. Motion by Monson second by De Witt to postpone, for two weeks, action to approve the funding request from LAMB Arts Ltd. Carried 5-0. Copy filed.
- 12a. Motion by De Witt second by Monson to approve the plans for project #L-B(O102)—73-97. Carried 5-0. Copy filed.
- 12b. Motion by De Witt second by Monson to award the bid for a new Freightliner 108SD with truck equipment to Istate Truck Center for \$151,448. Carried 5-0. Copy filed.
- 13a. Motion by Monson second by Radig to approve funding means necessary toward Woodbury County LEC Authority Project costs, including (if available) but not limited to, allocating \$10,000,000.00 of 2021 Fiscal Recovery Funds (ARPA) & up to \$5,576,000.00 of 2022 Fiscal Recovery Funds (ARPA) to the Woodbury County LEC Authority.

Motion by Wright second by Monson to defer on the previous motion. Carried 5-0.

Motion by Monson second by Wright to receive a document from the Baker Group. Carried 5-0. Copy filed.

Ernie Colt, Shane Albrect, Gene Boykin, Dean Bradham, Shelby Barrett, Kevin Zost, Colleen Bochmann, Marty Pottebaum and David Parker addressed the Board about the funding for the law enforcement center project.

The previous motion was considered.

Carried 5-0. Copy filed.

- 13b. Motion by Radig second by De Witt to approve plans, specifications, & form of contract for the 28th Street Development (LEC off-site improvements) Project. Carried 5-0. Copy filed.
- 13c. Motion by De Witt second by Radig approve the setting of public hearing date & publish notice of June 22, 2021, 4:45 p.m. Woodbury County Board of Supervisor's meeting (Courthouse lower level) on the 28th Street Development Project (LEC off-site improvements). Carried 5-0. Copy filed.
- 13d. Motion by Monson second by Radig to approve setting bid opening date on the 28th Street Development Project (LEC off-site improvements) July 8, 2021, 2:30 p.m. Woodbury County Courthouse, & authorize the County Auditor or his designee to open bids at that time. Carried 5-0. Copy filed.
- 13e. Motion by Radig second by Monson to receive competitive bids and award contract July 13, 2021, 4:45 p.m. Woodbury County Board of Supervisors meeting (Courthouse lower level) for the 28th Street Development Project (LEC off-site improvements). Carried 5-0. Copy filed
- 14. The Board heard reports on committee meetings.
- 15. There were no citizen concerns.
- 16. Board concerns were heard.

The Board adjourned the regular meeting until June 15, 2021.

Meeting sign in sheet. Copy filed.

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

Date: 06/09/21 Weekly Agenda Date: 06/15/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor - Pat Gill

WORDING FOR AGENDA ITEM:

Consideration and approval for liquor license for Scarecrow Farm, Lawton, Iowa

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

n/a

BACKGROUND:

n/a

FINANCIAL IMPACT:

Unknown 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 Motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve an application for a 6-month Special Class C Liquor License, with Outdoor Service and Sunday Sales privileges for Scarecrow Farms, effective 07/01/2021 through 12/31/2021.

**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

Date: June 9, 2021

Subject: Liquor License Application for the Scarecrow Farm, Lawton, Iowa.

Please approve and receive for signature, an application for a 6-month, Class C Liquor License, with Outdoor Service and Sunday sales privileges, for the Scarecrow, Lawton, Iowa. The license would be effective 07/01/21 through 12/31/21.

Services <[https://directory.iowa.gov/service/Index?](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260)

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License/Permit Type

[NEED HELP ?](#)

License or Permit Type

Special Class C Liquor License

Length of License Requested (Choose one of the following):

6 Month

* (required) Tentative Effective Date

Jun 1, 2021

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260>
 (App-137250)
 Agencies <https://directory.iowa.gov/?ia_slv=1623255909260>

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<https://www.iowa.gov/search/google?ia_slv=1623255909260>

Privileges / Sub-Permits

NEED HELP ?

License/Permit

Special Class C Liquor License Selected

For taverns, bars, restaurants, etc. Allows commercial establishments to sell wine and beer for on-premises consumption. Also allows carry-out sales of beer.

Sub-Permits

Class B Wine Permit Select

Allows for the sale of wine for off-premises consumption. Sunday sales are included. No sales by the drink.

Class B Native Wine Permit Select

Allows for the sale of Iowa native wine for off-premises consumption. Sunday sales are included. No sales by the drink.

Privileges

Outdoor Service Selected

Allows the selling/serving of alcoholic beverages permitted by the license/permit in a designated, adjacent outdoor area.

Sunday Sales Selected

Allows selling/serving of alcoholic beverages permitted by the license/permit on Sundays.

Living Quarters

Select

Separates private living quarters from the licensed premises; protects licensee/permittee from warrantless searches of living quarters.

*** (required) Please provide a description of the area you intend to use for the Outdoor Service Privilege and explain its relationship to the currently-licensed premises**

Seasonal agritainment farm with pumpkin patch & apple orchard.

Services <[https://directory.iowa.gov/service/Index?](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260)

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<https://www.iowa.gov/search/google?ia_slv=1623255909260>

Premises

NEED HELP ?

Business Information

*** (required) Name of Legal Entity (The name of the individual, partnership, corporation or other similar legal entity that is receiving the income from the alcoholic beverages sold)**

Scarecrow Farm

*** (required) Name of Business (D/B/A)**

Scarecrow Farm

Indicate how the business will be operated

Sole Proprietor

Federal Employer ID #

42-1402691

Tentative Expiration Date

Dec 1, 2021

Premises Information

Address of Premises:

Address or location

1592 Charles Avenue, Lawton, Iowa, Woodbury

Search by a location name or address to automatically populate the address fields below (optional)

*** (required) Premises Street**

1592 Charles Avenue

Premises Suite/Apt Number

*** (required) Premises City**

Lawton

Premises State

Iowa

*** (required) Premises Zip/Postal Code**

51030

Premises County

Woodbury

*** (required) Local Authority**

County of Woodbury

Control of Premises

Own

Is the capacity of your establishment over 200?

Yes

Are other liquor, wine or beer businesses accessible from the interior of your premises?

No

Equipped with tables and seats to accommodate a minimum of 25?

Yes

*** (required) # of Floors:**

1

of Bathrooms:

2+

Premises Type

Special Event

Does your premises conform to all local and state health, fire and building laws and regulation?

Yes

Contact Information

*** (required) Contact Name**

TODD SHUMANSKY

Extension

*** (required) Business Phone**

- (712) 253-3463

*** (required) Email Address**

toddshumansky@gmail.com

Extension

*** (required) Phone**

- (712) 253-3463

Same as Premises Address

Mailing Address:

Address or location

1592 Charles Avenue, Lawton, Iowa, Woodbury

Search by a location name or address to automatically populate the address fields below (optional)

Mailing Street

1592 Charles Avenue

Mailing Suite/Apt Number

Mailing City

Lawton

Mailing State

Iowa

Mailing Zip/Postal Code

51030

Mailing County

Woodbury

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260>
 Agencies <https://directory.iowa.gov/?ia_slv=1623255909260>

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<https://www.iowa.gov/search/google?ia_slv=1623255909260>

Business Demographics

NEED HELP ?

Please provide ownership information for each of the following individuals as applicable:

- A person who, directly or indirectly, has an interest of 10% or more in the ownership or profits of the business.
- Each of the officers, directors, and partners of the business.
- A person who, directly or indirectly, owns or controls 10% or more of any class of the business's stock.

Tara Shumansky

Position : owner
SSN : XXX-XX-1749
US Citizen : Yes
Ownership : 50%
DOB : 1977-05-26

TODD SHUMANSKY

Position : OWNER
SSN : XXX-XX-6383
US Citizen : Yes
Ownership : 50%
DOB : 1968-05-25

Services <https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260>
 Agencies <https://directory.iowa.gov/?ia_slv=1623255909260>

(App-137250)

Social <https://directory.iowa.gov/social/Index?ia_slv=1623255909260>

<https://www.iowa.gov/search/google?ia_slv=1623255909260>

Criminal History

NEED HELP ?

Have you ever been convicted of a felony offense in Iowa or any other state of the United States? If you selected "yes", please list your violations below

No

Have any of the owners listed in the ownership screen ever been charged, arrested, indicted, convicted or received a deferred judgment for any violation of any state, county, city, federal or foreign law? All information shall be reported regardless of the disposition, even if dismissed or expunged. Include pending charges. DO NOT include traffic violations, except those that are alcohol related. If you selected "yes", please list your violations below.

No

Services <[https://directory.iowa.gov/service/Index?](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260)

[_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623255909260)

(App-137250)

Agencies <https://directory.iowa.gov/?ia_slv=1623255909260>

Social <https://directory.iowa.gov/social/Index?ia_slv=1623255909260>

<https://www.iowa.gov/search/google?ia_slv=1623255909260>

Dramshop Verification

NEED HELP ?

Dram Shop

Illinois Casualty Co

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

Date: 06/09/21 Weekly Agenda Date: 06/15/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor - Pat Gill

WORDING FOR AGENDA ITEM:

Consideration and approval for liquor license amendment for Anthon Golf Course, Anthon, Iowa

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

n/a

BACKGROUND:

n/a

FINANCIAL IMPACT:

Unknown 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 Motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the amendment of ownership for Anthon Golf Course liquor license.

Services <<https://directory.iowa.gov/service/Index?>

[_ga=1.101492737.1604613096.1488473035&ia_slv=1623266325198](https://directory.iowa.gov/service/Index?_ga=1.101492737.1604613096.1488473035&ia_slv=1623266325198)>

Ownership Updates Application (App-000980) For

Agencies <https://directory.iowa.gov/?ia_slv=1623266325198>

(LC0037482)

Social <https://directory.iowa.gov/social/Index?ia_slv=1623266325198>

<https://www.iowa.gov/search/google?ia_slv=1623266325198>

Business Demographics

[NEED HELP ?](#)

Please provide ownership information for each of the following individuals as applicable:

- A person who, directly or indirectly, has an interest of 10% or more in the ownership or profits of the business.
- Each of the officers, directors, and partners of the business.
- A person who, directly or indirectly, owns or controls 10% or more of any class of the business's stock.

Kari Cassens

Position : Vice Presiden

SSN : XXX-XX-0873

US Citizen : Yes

Ownership : 0%

DOB : 1983-03-20

Preparer: David L. Dorff, Assistant Attorney General, Phone: 515-281-5351, Fax: 515-242-6072
IOWA DEPARTMENT of JUSTICE, Lucas Bldg., Room 018, 321 E. 12th St., Des Moines, IA 50319
Return to: Woodbury County SWCD, Pioneer Mall Professional Center, 204 First St., Ste C1, Sergeant
Bluff, IA 51054

28E AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA, and the WOODBURY SOIL AND
WATER CONSERVATION DISTRICT for FUNDING AND MANAGEMENT of a
WATERSHED INSPECTION and MAINTENANCE PROGRAM in WOODBURY
COUNTY, STATE OF IOWA

This Agreement is entered into this ____ day of _____, 2021, by and between: Woodbury County, Iowa (hereinafter “County”), located at 620 Douglas Street, Rm. 104, Sioux City, Iowa 51101 and the Woodbury Soil and Water Conservation District (hereinafter “SWCD”), located at 204 First Street, Ste C1, Sergeant Bluff, Iowa 51054. This Agreement is entered into pursuant to Chapter 28E of the Code of Iowa.

1) **PURPOSE**

This Agreement is entered into between the County and the SWCD for the purpose of providing the terms under which the Parties agree to fund and manage a watershed inspection and maintenance program in Woodbury County as sponsors of the Little Sioux River Flood Protection Project. This project involves approximately 460 grade stabilization control structures which have been constructed with federal funds and local contributions since 1949. The Parties do not intend to create a separate legal entity under this Agreement.

2) **TERM**

This Agreement shall begin on July 1, 2021, and terminate on June 30, 2022. The Agreement may be extended by the written agreement of all parties on terms stated therein.

3) **ADMINISTRATION**

This Agreement shall be administered by the SWCD. All administrative decisions concerning this Agreement shall be undertaken pursuant to the terms outlined below.

4) **HOLDING OF PROPERTY UNDER THIS AGREEMENT**

All real and personal property used or acquired under the terms of this Agreement shall be held in the name of the SWCD.

5) **COUNTY RESPONSIBILITIES**

The County shall provide the SWCD with funds in the amount of Thirty-nine Thousand Dollars (\$39,000.00), payable in installments of Thirteen Thousand Dollars (\$13,000.00), due July 1, 2021; Thirteen Thousand Dollars (\$13,000.00), due January 1, 2022, and Thirteen Thousand Dollars (\$13,000.00) due June 1, 2022. Payments shall be sent to the SWCD office at 204 First Street, Ste 225, Sergeant Bluff, IA 51054. The funds provided to the SWCD by the County shall be used by the SWCD to employ individuals to inspect and maintain the watershed structures described in paragraph I of this Agreement. The individuals employed by the SWCD will record the condition of, and maintenance work performed on, each structure. Other related duties will be performed by the individuals employed by the SWCD, as outlined in a position description prepared for the position by the SWCD.

6) **SWCD RESPONSIBILITIES**

The SWCD shall employ individuals to inspect and maintain the watershed structures described in paragraph I of this Agreement. The individuals employed by the SWCD will record the condition of, and maintenance work performed on, each structure. The SWCD shall supervise the individuals employed as employees of the SWCD, and shall indemnify and hold harmless the County for any negligence on the part of the individuals employed by the SWCD. The individuals employed by the SWCD will represent the SWCD in performing all types of watershed work.

7) **FINANCING**

The SWCD shall pay all costs associated with the administration of this Agreement, except as provided in paragraph V of this Agreement.

8) **AMENDMENT**

This Agreement may be amended from time to time by written agreement of the Parties. All amendments shall be in writing, signed by both Parties, and electronically

filed with the Secretary of State as required by Iowa Code section 28E.8 (2018).

9) **TERMINATION**

The County may terminate this Agreement at any time with 120 days written notice to the SWCD. Upon termination of this Agreement, the Parties agree to use their best efforts to wrap up all operations undertaken pursuant to this Agreement. In the event of a conflict as to the distribution of any real or personal property, such conflict shall be resolved between the parties by arbitration paid for equally between the disputing parties.

X. NOTICES

Whenever notices and correspondence are to be given under this Agreement, the notices shall be given by personal delivery to the other party, or sent by mail, postage prepaid, to the other party as follows:

To the County

Woodbury County
Board of Supervisors
620 Douglas St Rm 104
Sioux City, IA 51101

To the SWCD

Woodbury SWCD
204 First Street, Ste 225
Sergeant Bluff, IA 51054

10) **APPLICABLE LAW**

This Agreement is to be governed by the laws of the State of Iowa.

11) **FILING**

It is agreed that the County will electronically file this Agreement with the Secretary of State as required by Iowa Code section 28E.8 (2018).

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties have entered into this 28E Agreement and have caused their duly authorized representatives to execute this 28E Agreement.

WOODBURY COUNTY

BY: _____

DATE: _____

Rocky DeWitt, Chairperson
Woodbury County Board of Supervisors

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the ____ day of _____, 2021, by Rocky DeWitt, as Chairperson of the Woodbury County Board of Supervisors.

NOTARY PUBLIC FOR THE STATE OF IOWA

WOODBURY SOIL AND WATER CONSERVATION DISTRICT

BY: _____

DATE: _____

Lane Tabke, Chairperson
Woodbury Soil and Water Conservation District

STATE OF IOWA, WOODBURY COUNTY: This instrument was acknowledged before me on the ____ day of _____, 2021, by Lane Tabke, as Chairperson of the Woodbury Soil and Water Conservation District.

NOTARY PUBLIC FOR THE STATE OF IOWA

Woodbury County Juvenile Detention Census for May

Woodbury County Adult Court Holds

1. 195 Days 13 Hours (As of 6-3-2021)
2. 46 Days 7 Hours (When Released)
3. 33 Days 21 Hours (As of 6-3-2021)

Woodbury County Juvenile Holds

1. 60 Days 21 Hours (When Released)
2. 33 Days 22 Hours (When Released)
3. 52 Days 9 Hours (When Released)
4. 47 Days (When Released)
5. 30 Days 2 Hours (When Released)
6. 37 Days 12 Hours (When Released)
7. 43 Days 3 Hours (When Released)
8. 42 Days 19 Hours (As of 6-3-2021)
9. 8 Days 21 Hours (When Released)
10. 14 Days (When Released)

Macy/Omaha Nation Holds

1. 4 Days 15 Hours (When Released)
2. 3 Days 8 Hours (When Released)
3. 7 Days 9 Hours (When Released)
4. 6 Days 22 Hours (When Released)
5. 2 Days 14 Hours (When Released)

Out of County Holds

1. 25 Days 20 Hours Dakota Co. (When Released)

Intake and Release

1. 1 Hour 50 Minutes
2. 15 Hours 30 Minutes
3. 16 Hours 30 Minutes
4. 7 Hours 10 Minutes
5. 2 Hours 5 Minutes
6. 1 Hour 55 Minutes
7. 1 Hour 10 Minutes
8. 1 Hour 55 Minutes
9. 1 Hour 25 Minutes
10. 9 Hours 35 Minutes
11. 11 Hours 15 Minutes
12. 10 Hours 25 Minutes
13. 3 Hours 15 Minutes
14. 7 Days 21 Hours (When Released)
15. 1 Day
16. 3 Hours
17. 1 Hour 37 Minutes
18. 1 Hour 50 Minutes
19. 2 Hours 21 Minutes

BIA Holds

N/A

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 15, 2021

*** 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
Dixon, Peter	Secondary Roads	6-23-21	Motor Grader Operator	\$24.31/hour		A	Job Vacancy Posted 4-13-21. Entry Level Salary: \$24.31/hour.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

**AGREEMENT BETWEEN
WOODBURY COUNTY, IOWA
AND
WILLIAMS & COMPANY, P.C.**

THIS AGREEMENT made and entered into the 10th day of June 2021 by and between Woodbury County, Iowa, hereinafter called "County" and Williams & Company, P.C., hereinafter called "CPA".

WHEREAS, the County is required by law to annually make a complete audit of every department of the County; and

WHEREAS, the County wishes to obtain the services of the CPA to perform the annual audit of the County's Accounts.

WHEREAS, this agreement is in the best interest of the public in fulfilling the above audit requirement.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:
 - a. Provide auditors of various classifications.
 - b. Begin work on the audit engagement as specifically agreed upon by the County.
 - c. Perform all work in accordance with U.S. generally accepted auditing standards, Government Auditing Standards, and Uniform Guidance as applicable.
 - d. Assist with reviewing the financial statements in accordance with GASB 34 reporting model.
 - e. Provide access to the working papers of the County and/or its designee for the period of five years after issuance of the audit report.

2. Conditions of Payment:
 - a. The proposed audit fee for the County for the years ended June 30, 2021, 2022, 2023, 2024, and 2025 are \$43,500, \$45,000, \$46,500, \$48,000, and \$49,500 respectively. In addition, there will be a \$3,000 fee for each major program required to be audited under the Uniform Guidance for each applicable year. In addition, a fee of not to exceed \$3,000 will be charged for assisting in the preparation of the Schedule of Expenditures of Federal Awards. If the County needs additional accounting assistance work, an additional fee will be assessed at our standard billing rate. The only other situations that would create additional increases in our budgeted costs would be any additional changes in auditing standards or reporting requirements of the AICPA; a deterioration of internal controls; or missing or inaccurate

records making various reconciliations impossible or impractical, or a change in the reporting entity or reporting format.

3. Termination of Agreement:
 - a. The County may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
 - b. The CPA shall be paid for all work satisfactorily performed to the date of termination.

4. The County accepts the proposals for the 2021, 2022, 2023, 2024, and 2025 audit years.

IN WITNESS THEREOF, the County and CPA have executed this AGREEMENT as of the date indicated below:

CPA

WOODBURY COUNTY, IOWA

By: John John, CPA By: _____

Title: Shareholder Title: _____

Date: 8/10/21 Date: _____

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

Date: 6/10/2021 Weekly Agenda Date: 6/15/2021

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

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Randy Hunt has requested a permit to work in the right of way and an underground utility permit to extend electric service to an irrigator across the 290th 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

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

Yes No

RECOMMENDATION:

Recommend approval of the permits for Randy Hunt/Hunt Farms.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the permit to work in the right of way and an underground utility permit for Randy Hunt/Hunt Farms and to direct the chair to sign the permits.

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

REQUEST BY APPLICANT:

Name Randy Hunt Highway 290th Street
 Address 2836 Eastland Ave. Salix, IA Township Sloan
 City of _____
 Office Phone _____ Local Phone _____ Section: $\frac{1}{4}$ of $\frac{1}{4}$ Sec
 Type of Utility Installation Underground electric T N, R W
 Plans Prepared By N.A. Copy Enclosed Yes _____ No _____
 Map Showing Location Enclosed Yes _____ No _____
 Utility Location is _____ cross right-of-way _____ parallel to right-of-way
 _____ overhead underground
 Proposed Method of Installation
 _____ tunnel _____ suspend on poles _____ cased
 jack & bore _____ suspend on towers _____ trench
 _____ open cut _____ plow

Estimated Starting Date 6/23/2021 Estimated Restoration Date 11/15/2021

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

By Randy Hunt Title Hunt Farms
 (Signature of Authorized Utility Representative) Date 6/9/2021

PERMIT APPROVAL BY PERMITTING AUTHORITY

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

By _____ Title _____
 (Signature of Woodbury County Board Chairman)

Date _____

By _____
 (Signature of Woodbury County Engineer)

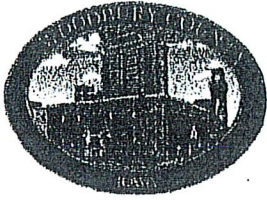
Title _____

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

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



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@woodburycountylowa.gov

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

SECRETARY
Tish Brice
tbrice@woodburycountylowa.gov

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

Name of Permittee: Randy Hunt Phone No.: 712-253-3751
Mailing Address: 2836 Eastland Ave. Salix, IA 51052
Township: Sloan Section: 3

Woodbury County, State of Iowa, and Randy Hunt / Hunt Farms (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:

Bore underground electric line beneath 290th Street to serve farm need. Line to be 5' below ditch grade. Owner to mark line location with signs designating location

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.

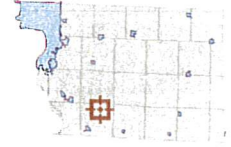
C. In placing any drainage structure, no natural drainage course will be altered or blocked.

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.



Overview



Legend

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

Parcel ID	864603400003	Alternate ID	694350	Owner Address	HUNT RANDY & RONNIE PARTNERSHIP
Sec/Twp/Rng	3-86-46	Class	A		2836 EASTLAND AVE
Property Address		Acres	39		SALIX, IA 51052
District	0046				
Brief Tax Description	SWSE 3-86-46				
	(Note: Not to be used on legal documents)				

Date created: 6/8/2021
 Last Data Uploaded: 6/7/2021 7:07:14 PM

Developed by  **Schneider**
 GEOSPATIAL

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894721358023

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

The South One-half (S 1/2) of Lot Ten (10) and Lot Eleven (11), in Block Three (3) of Rose Hill Addition to the City of Sioux City, Woodbury County, Iowa (1417 Grandview Blvd.)

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 **15th Day of June, 2021 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **15th Day of June, 2021**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$216.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 1st Day of June, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Rocky De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Aureliano Zavala Date: 12-7-20

Address: 1423 Grandview Phone: 712-204-1818

Address or approximate address/location of property interested in:
1417 Grandview

GIS PIN # 894721358023

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

Legal Description:
Rose Hill S 1/2 Lot 10 + Lot 11 Block 3

Tax Sale #/Date: 826/2016 Parcel # _____

Tax Deeded to Woodbury County on: 5/5/21

Current Assessed Value: Land 6,480 Building 0 Total 6,480

Approximate Delinquent Real Estate Taxes: _____

Approximate Delinquent Special Assessment Taxes: Total \$2,263.00

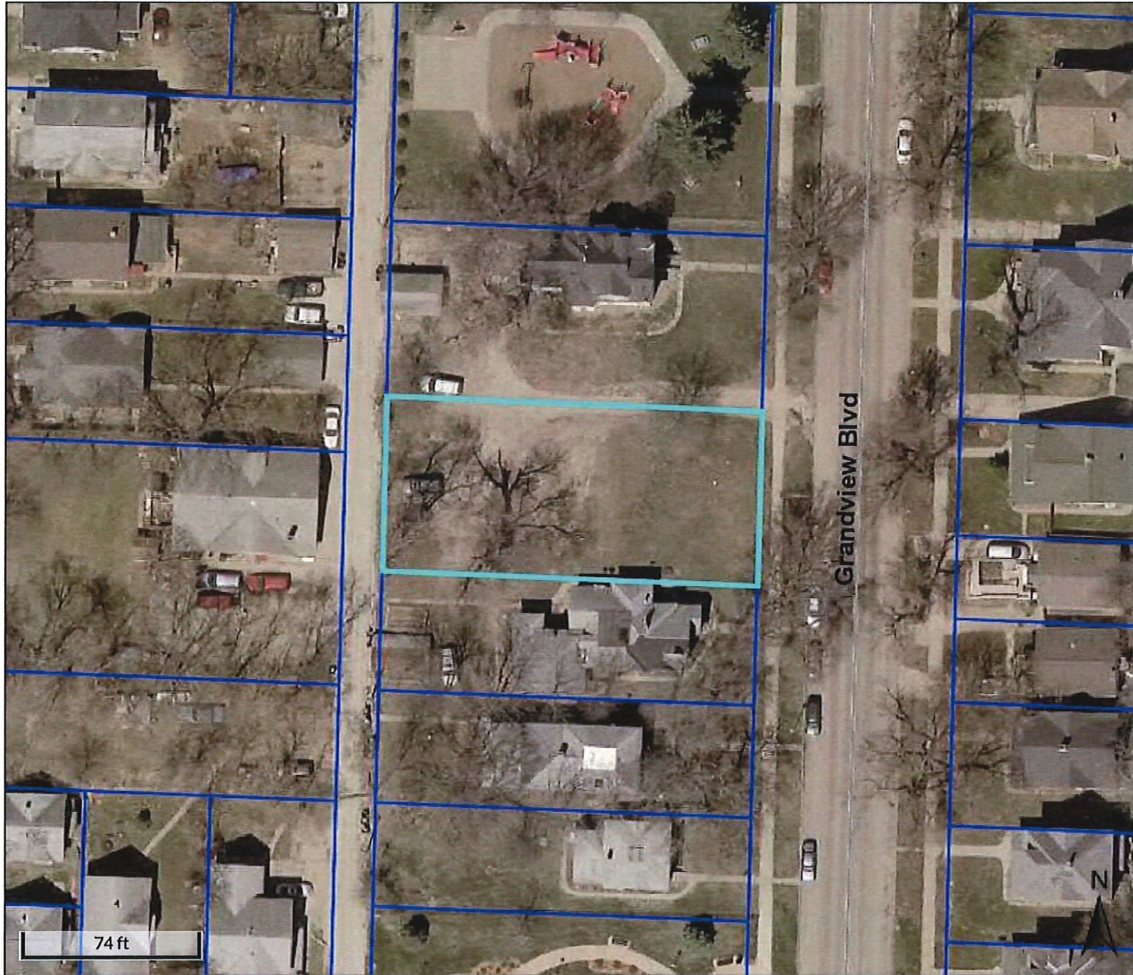
*Cost of Services: \$116

Inspection to: Matthew Ung Date: 12-7-20

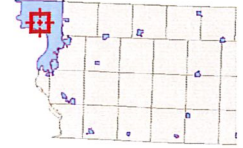
Minimum Bid Set by Supervisor: \$100 plus \$116 for cost of services Total: \$216

Date and Time Set for Auction: Tuesday June 15th @ 4:35

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



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894721358023	Alternate ID	444540	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1417 GRANDVIEW BLVD	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	ROSE HILL S 1/2 LOT 10 & LOT 11 BLK 3				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 5/26/2021
 Last Data Uploaded: 5/25/2021 7:05:42 PM

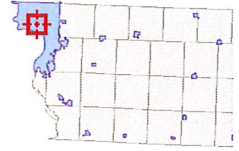
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Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894721358023	Alternate ID	444540	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1417 GRANDVIEW BLVD	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	ROSE HILL S 1/2 LOT 10 & LOT 11 BLK 3				
	(Note: Not to be used on legal documents)				

Date created: 5/26/2021
 Last Data Uploaded: 5/25/2021 7:05:42 PM

Developed by  Schneider
 GEOSPATIAL

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

Date: 06/09/2021 Weekly Agenda Date: 06/15/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: <u>Mark Nahra and Melissa Thomas</u>
WORDING FOR AGENDA ITEM: <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Authorization to create the new position of Assistant County Engineer</div>
ACTION REQUIRED:
Approve Ordinance <input type="checkbox"/> Approve Resolution <input type="checkbox"/> Approve Motion <input checked="" type="checkbox"/>
Public Hearing <input type="checkbox"/> Other: Informational <input type="checkbox"/> Attachments <input checked="" type="checkbox"/>

EXECUTIVE SUMMARY:

The County Engineer is requesting the creation of an Assistant Engineer position. With the approval of this position the Civil Engineering Intern position would be deactivated until needed again.

BACKGROUND:

Colin Ryan, WCSR civil engineer intern, passed the professional license exam and is a licensed PE. He meets qualifications for departmental duties analogous to a "deputy" county engineer. He meets the major qualification to serve as a county engineer anywhere in Iowa. With staffing changes impending, a salary increase is in order to keep his salary competitive with licensed PEs.

FINANCIAL IMPACT:

I am recommending a salary for this position, to start on July 1, 2021, of \$97,238. This would be an increase of \$27,157.00 and will be paid by secondary road funds.

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

Yes No

RECOMMENDATION:

Pass a motion to approve the position of Assistant County Engineer.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the position of Assistant County Engineer.

**WOODBURY COUNTY
POSITION DESCRIPTION**

Name: _____	Department: County Secondary Roads
Title: Assistant County Engineer	FLSA Designation: Exempt
Effective Date: July 2021	Reports to: County Engineer

Purpose:

Performs difficult technical and administrative work in planning, designing and coordinating construction and maintenance projects for roads, bridges and other county infrastructure; purchasing right-of-way needed for construction and maintenance projects; and does related work as required. Work is performed under general supervision. Incumbent exercises supervision over subordinate personnel. This position is under the direct authority of the County Engineer.

Essential Functions and Responsibilities:

The following duties are typical for this position. These are not to be construed as exclusive or all inclusive.

Other duties may be required and assigned.

- Assists the County Engineer in determining short and long range plans to maintain existing infrastructure including development of the five year construction program and annual Iowa DOT and county budgets.
- Evaluates issues and options regarding rural and municipal infrastructure and makes recommendations.
- Assisting the County Engineer; planning, designing, and coordinating infrastructure construction and maintenance projects
- Plans, designs, and coordinates infrastructure construction and maintenance projects and monitors completion of all work according to project plans and specifications.
- Determines right-of-way acquisition needs for construction and maintenance projects; negotiates for the purchase of right-of-way.
- Assists in the development of engineering plans and specifications; evaluates contractor bids and recommends the lowest responsible bidder to the County Engineer.
- Conducts the inspection of a variety of construction projects, checking to assure contractor compliance with approved standards and specifications, ensures contractor compliance with time and budget parameters.
- Inspects and tests, using a variety of procedures, the materials used in construction projects in accordance with specifications.
- Accurately measures, in accordance with the plans and specification, the quantities incorporated into the project.
- Performs follow-up inspections as required.
- Prepares various reports relating to construction projects, including daily diaries, field books and Iowa DOT construction forms.
- Responsible for reviewing contractor payrolls and project documentation.
- Reviews project traffic control for compliance with project plans.
- Participates in field and construction surveys.
- Assists in the development of an annual budget for engineering operations and monitors adopted budget.
- Attendance is required

Non-Essential Functions and Responsibilities:

- Perform various other duties related to scope of responsibility as assigned by the County Engineer

Minimum Education and Experience Required to Perform Essential Functions:

- Must possess a bachelor's degree from an ABET certified Civil or Construction Engineering program with major course work in civil engineering, construction engineering, or a related field
- Experience in county engineering related work preferred and/or extensive experience in construction and design
- Professional Engineer license in the state of Iowa.
- General knowledge of the principles, procedures and techniques of civil engineering and design
- Thorough knowledge of the principles, procedures and techniques of maintaining county infrastructure
- General knowledge of county, state and federal policies, laws and regulations related to roads, bridges and other county infrastructure
- Considerable knowledge of the principles of land surveying and the preparation of legal descriptions and plats.
- Ability to exercise good engineering judgement in appraising situations and making decisions.
- Ability to interpret operating and maintenance manuals and technical design and maintenance standards
- Ability to complete the design of infrastructure construction and maintenance projects
- Ability to prepare, organize and maintain engineering field and office data
- Ability to effectively communicate complex technical information, both orally and in writing; ability to plan and supervise the work of subordinates
- Ability to understand the operation of necessary tools and equipment
- Ability to operate standard office equipment, including personal computer and knowledge of applicable software packages

- Ability to establish and maintain effective working relationships with associates, other county departments, and the general public.
- Candidate for hire must successfully pass a background check, a physical examination, vision, back screen and drug screen prior to employment

Mental and Physical Competencies Required to Perform Essential Functions:

Language Ability

Ability to read and interpret documents such as safety rules, operating, and maintenance instructions, and procedure manuals and/or Iowa or county systems. Ability to write routine reports and correspondence. Ability to speak effectively before groups of constituents or employees of the County in clearly spoken English. Ability to communicate Woodbury County policies to managerial and non-managerial groups in person and in writing. Ability to read and understand legal descriptions, policies, and procedures. Able by voice communications to express or exchange ideas by means of the spoken word in clearly spoken English

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw or interpret graphs. Knowledge of basic bookkeeping principles. Knowledge of legislative requirements related to County systems. Knowledge of County principles and procedures.

Behavior Skills

Ability to begin work at the starting time without tardiness, absenteeism, or leaving work early without authorization or for good reason. Conduct or appearance in good keeping with a professional image and/or position of the County. Ability to read and understand the Work Rules of the County such as Bullying will not be tolerated, theft and dishonesty will not be tolerated, and disobedience, insubordination, or refusal to comply with reasonable instructions of authorized supervision will not be tolerated. Ability to cope with numerous time sensitive requests from County offices. Attendance is required.

Reasoning Ability

Ability to apply common sense understanding to carry out complex instructions and independently evaluate and solve complex problems. Ability to deal with standardized situations with only occasional or no variables. Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardizes situations. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Cognitive Demands

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to set priorities regarding assignments and follow through to completion; ability to establish and maintain effective working relationships with associates and the general public by means of clearly spoken English.

Equipment Used

Computer for data entry, spreadsheets and word processing, calculator (10 key), copier/scanner, possess knowledge of general office equipment and procedures.

Physical Demands

Typical office environment involving sitting, walking, occasional bending, lifting, and carrying paper and related light objects generally weighing 50-85 pounds or less and negligible amount of force frequently or constantly to move objects. Horizontal and vertical reaching motion is required. Aptitudes required are those typically associated with clerical operations including clerical, numerical, and forms perceptions, clarity of vision to view computer screens and for preparing and analyzing written data and to determining the accuracy and thoroughness of work and observing general surrounds and activities, legal documents, and property descriptions cards; eye/hand/foot coordination, hand and finger dexterity, motor coordination, grasping and repetitive motions, hearing to perceive information at normal spoken word levels and conversation skills for expressing or exchanging ideas by means of the spoken word in clearly spoken English. Attendance required Attendance is required

Environmental Adaptability

Work is not performed only in a typical office environment. The employee is subject to outdoor work occasionally under adverse environmental conditions.

Special Requirements

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. Possession of an appropriate valid driver's license and insurance. Candidate for hire must successfully pass a background check, a physical examination, vision, back screen and drug screen prior to employment. The use of clearly spoken English for the skills and purposes of this job. Attendance is required.

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements, and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the performed duties as directed by the Employer and or Department Head. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I understand that my attendance is required. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. I have the right to terminate my employment at any time and for any reason, and the Employer has a similar right.

Employee's Signature

Date

Department Head

Date

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.

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: June 15, 2021

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Assistant County Engineer	Wage Plan: \$97,238/year (7-1-21 Wage)		

Chairman, Board of Supervisors

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: June 15, 2021

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Secondary Roads	Civil Engineer Intern		

Chairman, Board of Supervisors

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

Date: 2021-6-8

Weekly Agenda Date: 2021-6-15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan Weber - Juvenile Detention

WORDING FOR AGENDA ITEM:

Approval request for contract with State of Nebraska for Woodbury County Detention bed usage.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Requesting approval for a contract with the State of Nebraska to house their adjudicated youth at a rate of \$153.00 a day.

BACKGROUND:

Woodbury County has been housing Nebraska adjudicated youth for at least three (3) years. It is the recommendation of the Woodbury County Juvenile Detention Director that a rate increase from Nebraska be accepted.

FINANCIAL IMPACT:

\$153.00 a day for Nebraska adjudicated youth payable monthly.

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:

It is my recommendation that the contract be approved.

ACTION REQUIRED / PROPOSED MOTION:

Approval of contract by board and signed by board chairman.

**DETENTION SERVICES CONTRACT BETWEEN
THE ADMINISTRATIVE OFFICE OF THE COURTS & PROBATION
AND THE WOODBURY COUNTY JUVENILE DETENTION CENTER
AMENDMENT ONE**

This Amendment is entered into by and between the Administrative Office of the Courts & Probation (hereinafter "Probation") and the Woodbury County Juvenile Detention Center (hereinafter "Detention Center").

The purpose of this Amendment is to increase the rate effective July 1, 2021 through June 30, 2022 and again on July 1, 2022.

The Contract for Detention Services between the parties dated January 26, 2021 is hereby amended as follows:

Section B.2.b. is hereby amended to read:

- b. Except as otherwise provided herein, in consideration of the Detention Center's provision of the Services described herein, Probation shall pay detention costs to Detention Center in the sum of \$153.00 (one hundred fifty-three dollars) per Juvenile for each day, or fraction thereof, beginning July 1, 2021 through June 30, 2022 and \$156.00 (one hundred fifty-six dollars) per Juvenile for each day, or fraction thereof, beginning July 1, 2022. Probation shall not be billed for the last day of Service.

All other terms and conditions remain in full force and effect.

IN WITNESS THEREOF, the parties have duly executed this Amendment hereto, and each party acknowledges the receipt of a duly executed copy of this Amendment.

**ADMINISTRATIVE OFFICE
OF THE COURTS & PROBATION**

**WOODBURY COUNTY JUVENILE
DETENTION CENTER**

Jeanne K. Brandner
Deputy Administrator

Ryan M. Weber
Director

Date

Date

Deb Minardi
State Probation Administrator

Rocky De Witt
Chairman of the Board

Date

Date

NOTICE OF PUBLIC MEETING - PROPOSED TOWNSHIP BUDGET

Fiscal Year July 1, 2021 - June 30, 2022

County Name: **WOODBURY COUNTY** Township Name: **Grant**

The Board of Trustees of the above-named Township will conduct a public meeting on the proposed fiscal year budget as follows:

Meeting Date: 6/15/2021 Meeting Time: 04:45 AM Meeting Location: 601 Douglas - Board Meeting Room

At the public meeting any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Clerk's Telephone Number: (712) 279-6525 Clerk's Name: Rocky DeWitt

Posting Date: 5/26/2021

File one copy of the Notice of Public Meeting--Proposed Township Budget with the County Auditor no less than 10 days before the date set for the meeting. File one copy of the Adopted Budget Summary with the County Auditor immediately following the public hearing and on or before March 15.

PROPOSED BUDGET SUMMARY

Iowa Code Authority	Levy Limit	FUND (Use Whole Dollars)	A Estimated Beginning Fund Balance July 1, 2021	B Estimated Amount To Be Raised By Taxation	C Estimated Other Receipts	D Estimated Expenditures	E Estimated Ending Fund Balance June 30, 2022
Sec 359.30	Amt. Nec.	Owned Cemetery and Park		9,962		9,962	0
Sec 359.33	0.06750	Non-owned Cemetery		0			0
Sec 360.2	0.20250	Township Hall (requires vote)		0			0
Sec 360.8	0.13500*	Township Hall Repairs		0			0
Sec 336.18	0.06750	Library		0			0
Sec 359.19	Amt. Nec.	Litigation		0			0
Sec 670.7	Amt. Nec.	Tort Liability		0			0
Sec 359.43	**	Fire and Emergency Services (All)		15,939		15,939	0
		Other					0
		Total	0	25,901	0	25,901	0

*.27000 in county with 1960 census population between 17,000 - 17,200

** .60750 fire and emergency service; .54000 fire protection agreement with charter city; .87750 fire protection in a county over 300,000.

Township Tax Levy Name FIRE DIST/CEMETERIES	Record Key	Total Dollars	Taxable Value with G&E Utilities	Tax Rate	Taxable Value without G&E Utilities	Property Taxes Levied	Replacement Tax
GRANT	97K006	25,901	31,711,005	0.81677	31,046,245	25,358	543
FIRE DISTRICTS							
CEMETERIES							
		25,901				25,358	543

TOWNSHIP

PROPERTY TAX/UTILITY TAX REPLACEMENT EXCISE TAX COMPUTATION

TOWNSHIP TAX LEVY NAME: GRANT RECORD KEY: 97K006

FUND (Use Whole Dollars)	Levy Limit	AW Utility Tax Replacement and Property Tax Dollars	BW Taxable Valuation With Gas & Electric Utilities	CW Tax Rate	DW Taxable Valuation Without Gas & Electric Utilities	EW Property Taxes Levied	FW Estimated Utility Tax Replacement Excise Taxes
Owned Cemetery and Park	Amt. Nec.	9,962	31,711,005	0.31414	31,046,245	9,753	209
Non-owned Cemetery	0.06750	0	31,711,005		31,046,245	0	0
Township Hall	0.20250	0	31,711,005		31,046,245	0	0
Township Hall Repairs	0.13500*	0	31,711,005		31,046,245	0	0
Library	0.06750	0	31,711,005		31,046,245	0	0
Litigation	Amt. Nec.	0	31,711,005		31,046,245	0	0
Tort Liability	Amt. Nec.	0	31,711,005		31,046,245	0	0
Fire Service 1	**	15,939	31,711,005	0.50263	31,046,245	15,605	334
Fire Service 2		0	31,711,005		31,046,245	0	0
Fire Service 3		0	31,711,005		31,046,245	0	0
Ambulance Service 1		0	31,711,005		31,046,245	0	0
Ambulance Service 2		0	31,711,005		31,046,245	0	0
Ambulance Service 3		0	31,711,005		31,046,245	0	0
TOTAL		25,901		0.81677		25,358	543

County Auditor: Please direct the County Treasurer to pay

(% or \$) of taxes levied in the Township for Fire and Emergency Services to the entities providing those services. Additional information, if necessary, is attached. Copies of the emergency services agreements are attached.

ADOPTED BUDGET SUMMARY

Iowa Code Authority	Levy Limit	FUND (Use Whole Dollars)	A Estimated Beginning Fund Balance July 1, 2021	B Estimated Amount To Be Raised By Taxation	C Estimated Other Receipts	D Estimated Expenditures	E Estimated Ending Fund Balance June 30, 2022
Sec 359.30	Amt. Nec.	Owned Cemetery and Park	0	9,962	0	9,962	0
Sec 359.33	0.06750	Non-owned Cemetery	0	0	0	0	0
Sec 360.2	0.20250	Township Hall (requires vote)	0	0	0	0	0
Sec 360.8	0.13500*	Township Hall Repairs	0	0	0	0	0
Sec 336.18	0.06750	Library	0	0	0	0	0
Sec 359.19	Amt. Nec.	Litigation	0	0	0	0	0
Sec 670.7	Amt. Nec.	Tort Liability	0	0	0	0	0
Sec 359.43	**	Fire and Emergency Services (All)	0	15,939	0	15,939	0
		Other	0	0	0	0	0
		Total	0	25,901	0	25,901	0

*.27000 in county with 1960 census population between 17,000 - 17,200

** .60750 fire and emergency service; .54000 fire protection agreement with charter city; .87750 fire protection in a county over 300,000.

ADOPTED BUDGET Fiscal Year July 1, 2021 - June 30, 2022

County Name: **WOODBURY COUNTY** Township Name: **Grant** Date Budget Adopted : **4/20/2021**

Township Tax Levy Name	Record Key	Total Dollars	Taxable Value with G&E Utilities	Tax Rate	Taxable Value without G&E Utilities	Property Taxes Levied	Replacement Tax
GRANT	97K006	25,901	31,711,005	0.81677	31,046,245	25,358	543
FIRE DISTRICTS							
CEMETERIES							
		25,901				25,358	543

CERTIFICATION

(Complete this section only after the budget has been adopted.)

Clerk's Telephone Number: (712) 279-6525 Clerk's Name: Rocky DeWitt

To the County Auditor and Board of Supervisors of the above-named County, in the State of Iowa: At a lawful meeting of the Board of Trustees for the Township, on the date indicated, the budget for Fiscal Year beginning July 1 and ending June 30, was adopted as presented above. In addition, taxes on all taxable property in this Township that require a vote of the people have been properly approved as required by law.

	4/20/2021 Date Adopted
Clerk's Signature of Certification	(entered upon certification) Date Certified
(County Auditor)	

Resolution No. _____

Resolution of the Woodbury County Board of Supervisors Sitting as Grant Township Trustees to Designate Members to Sign Documents for Grant Township

WHEREAS, Grant Township is a township located in Woodbury County, Iowa and governed by Iowa Code Chapter 359; and

WHEREAS, by law, Grant Township is allocated three elected township trustees that conduct the business of the township; and

WHEREAS, all the previously elected and/or appointed trustees of Grant Township have resigned from office; and

WHEREAS, no one came forward to agree to be appointed as a trustee for Grant Township; and

WHEREAS, Grant Township cannot independently conduct business without trustees;

WHEREAS, when the offices of three trustees of a township are vacant, Iowa Code Section 69.8(5).(b.) allows the Board of Supervisors by resolution to agree to exercise the duties and powers assigned by law to the township trustees until the next general election.

WHEREAS, on May 25, 2021, pursuant to Section 69.8, the Woodbury County Board of Supervisors agreed by resolution to exercise the duties and powers assigned by law to the township trustees of Grant Township until the next general election in 2022.

WHEREAS, Grant Township's financial institution has requested a resolution designating members of the Board of Supervisors as signatories for the township and Supervisors Rocky De Witt and Matthew Ung are willing to be so designated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA SITTING AS GRANT TOWNSHIP TRUSTEES that Rocky De Witt and Matthew Ung are hereby designated and authorized to execute any documents and be signatories on any Township accounts necessary to carry out the duties of Grant Township Trustees.

Chair, Woodbury County Board of Supervisors

ATTEST:

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

Date: 6/10/21 Weekly Agenda Date: 6/15/21

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

WORDING FOR AGENDA ITEM:

Set the Date/Time for 3 Public Hearings to Approve a Commercial Wind Energy Conversion Systems Ordinance

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to set the date and time for 3 public hearings, to review, discuss, and consider to approve or disapprove the proposed Commercial Wind Energy Conversion Systems (C-WECS) Ordinance

BACKGROUND:

Iowa is a national leader in wind energy. Wind energy is good for Iowa's economy and job market as it provides good-paying jobs; attracts companies such as Google, Apple, and Facebook; generates millions of dollars in annual lease payments to landowners; and helps counties capture millions of dollars in new property tax revenue. With the high demand and potential for more wind growth in Iowa, and considering recent large-scale wind energy projects in nearby counties, Woodbury County staff have developed a proposed ordinance addressing the site plan review and application approval process for the construction and ongoing maintenance of large-scale commercial wind energy conversion systems proposed to be erected in unincorporated Woodbury County.

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:

Set the date and time for 3 public hearings for the proposed C-WECS Ordinance:
Tuesday, 6/22/21, 4:40 PM.....Public Hearing, 1st Reading of Ordinance
Tuesday, 6/29/21, 4:45 PM.....Public Hearing, 2nd Reading of Ordinance
Tuesday, 7/6/21, 4:45 PM.....Public Hearing, 3rd Reading and Adoption of Ordinance

ACTION REQUIRED / PROPOSED MOTION:

Motion to set the date and time for 3 public hearings for the proposed C-WECS Ordinance:
Tuesday, 6/22/21, 4:40 PM
Tuesday, 6/29/21, 4:45 PM
Tuesday, 7/6/21, 4:45 PM



Iowa Environmental Council

IOWA WIND ENERGY FACT SHEET

Updated: March, 2021

IOWA IS A WIND ENERGY LEADER

- Iowa is a national leader in wind energy, producing the highest percentage of electricity by wind of any state – 60%. [1] Iowa now generates more electricity from wind than any other single source. [2]
- Iowa's total wind capacity is 11,660 MW and growing. Iowa currently ranks second nationally in installed capacity. [3]
- Wind projects under construction or in active development will bring Iowa over 12,000 MW in the next few years. [4]
- Iowa's older wind turbines are being repowered to extend their operating life and generate more energy. Iowa has over 2,500 MW of wind capacity that was recently repowered or is in the process of being repowered. [5]

WIND ENERGY IS GOOD FOR IOWA'S ECONOMY AND JOB MARKET

- The wind industry directly employed 3,909 Iowans in 2019, including manufacturing, operations and maintenance, and engineering professionals. [6]
- There are 53 Iowa companies in the wind industry supply chain. [7]
- Wind energy accounts for at least \$19 billion in capital investment in Iowa. [8]
- Wind turbines generate \$78 million annually in lease payments to landowners in Iowa. [9] These landowners are in rural Iowa and throughout much of the state.
- Google, Apple, and Facebook are among the companies that have identified the availability of low-cost Iowa wind energy as one of the reasons to locate new facilities in Iowa. [10]
- Wind provides significant property tax revenue to local governments. Wind projects contributed approximately \$60 million in tax revenue in 2020. [11] MidAmerican's Wind XI project alone is estimated to generate \$12.5 million annually in local property tax revenue and \$500M over the life of the project. [12]
- Three examples of 2016 county property tax revenue from wind: Adair County received \$5.9M, Cass County received \$2.7M, and Franklin County received \$3M. [13] This revenue supported schools, roads and bridges, hospitals, and more.
- Nationally, wind turbine service technicians are projected to be the fastest-growing occupation in the 2019-2029 time frame. [14]

WIND ENERGY FACT SHEET: CONTINUED

WIND ENERGY IS AFFORDABLE ENERGY

- As wind energy grew from about 800 MW in 2005 to over 10,900 MW today, Iowa's electric rates remain below the national average. [15]
- New wind energy in Iowa is the cheapest new source of electricity generation, even without incentives, and is cheaper than new natural gas, nuclear, or coal. [16]
- New wind energy is now capable of competing on cost with existing conventional plants, including existing coal, gas, and nuclear. [17]
- Building more wind energy in Iowa will create substantial savings for Iowa customers in future years: Adding another 10,000 MW of wind energy to bring Iowa to 20,000 MW of wind would save Iowa consumers \$12.6 billion over 25 years with average annual savings of over \$500 million. Average households would save \$3,200 on electric bills during this time while average industrial customers would save \$825,000. [18]
- Other Midwest state electricity rates are higher than Iowa's. For example, Iowa's electricity rates are 30 percent lower than Wisconsin's electricity rates. Wisconsin gets only two percent of its energy from wind (compared to 34 percent for Iowa). [19]

WIND ENERGY IS RELIABLE AND STABLE

- Effectively integrating renewable energy while maintaining grid reliability is already being achieved.
- Many studies "show that renewables can be integrated at high levels without significant issue" including the Renewable Energy Futures Study, the Western Wind and Solar Integration Study, the Wind Vision Study (all NREL) and the PJM Renewable Integration Study (GE). [20]
- The nation's major grid operators have found that wind and solar energy need very little backup power. [21] MISO, the grid operator for the middle part of the country, needs almost no additional fast-acting power reserves to back up its 10,000-plus MW of wind power on the system. [22]

POTENTIAL FOR MORE WIND GROWTH

- Iowa installed more wind energy capacity in 2019 than in any previous year, at 1.7 GW. [23] Iowa continues to be capable of significant year-over-year growth.
- Iowa has enormous potential to add more wind generation, with estimates ranging from 280 GW to 571 GW depending on factors like technology and land area types used. [24]
- The wind energy production potential in Iowa is more than 20 times the total Iowa retail load in 2018. [25]
- Iowa needs to add between 20 GW and as much as 50 GW to reach 100% renewable energy by 2050. [26]
- The regional grid operator, MISO, is currently studying over 666 MW of wind projects proposing to interconnect in Iowa. [27]
- Just under half of Iowa's 99 counties still have little or no wind development.

SOURCES

1. [Electricity data browser - Net generation for electric power](#) (eia.gov) (accessed March 2021).
2. Id.
3. [ACP_MarketReport_4Q2020.pdf](#) (cleanpower.org).
4. Id.
5. IEC estimate based on utility announcements. MidAmerican is repowering 1,059 MW of GE turbines and 1,175 MW of Siemens turbines. Allete Clean Energy is repowering 186 MW of Zond turbines. NextEra Energy Resources is repowering 340 MW under PPAs for Alliant Energy.
6. [Clean Jobs Midwest](#)
7. [ELPC, Iowa Wind Power & Solar Energy Supply Chain Businesses](#) (2021 Update).
8. Information provided to IEC by ACP. [Wind energy is now Iowa's largest source of electricity, report says](#) (desmoinesregister.com).
9. Id.
10. <http://www.desmoinesregister.com/story/money/business/2014/04/03/facebook-google-green-wind-energy-greenpeace/7239627>; <https://www.radioiowa.com/2017/08/24/iowas-wind-power-paramount-to-apples-decision-on-new-data-centers/>.
11. Information provided to IEC by ACP.
12. MidAmerican Energy, Request for Approval of Ratemaking Principles, Iowa Utilities Board Docket No. RPU-2016-0001 (filed April 14, 2016).
13. Data from fiscal year 2015-2016, compiled by the Iowa Environmental Council.
14. Bureau of Labor Statistics, Fastest Growing Occupations (for years 2019-2029) at <https://www.bls.gov/ooh/fastest-growing.htm>.
15. U.S. Energy Information Administration, 1990-2019 Average Price by State by Provider, available at https://www.eia.gov/electricity/sales_revenue_price/. See also Iowa Policy Project, Iowa Rates Lower With Wind Growth (March 2017) at <https://www.iowapolicyproject.org/2017docs/170330-windprices-bgd.pdf>.
16. See Lazard, Levelized Cost of Energy Analysis – Version 14.0 (October 2020) at 2, available at <https://www.lazard.com/perspective/levelized-cost-of-energy-and-levelized-cost-of-storage-2020/>.
17. Lazard, Levelized Cost of Energy at 7.
18. [A Renewable America and AWEA, The Consumer Benefits of Wind Energy in Iowa \(2016\)](#).
19. U.S. EIA, Wisconsin – State Energy Profile Analysis (May 21, 2020), available at <https://www.eia.gov/state/analysis.php?sid=WI>.
20. AWEA & SEIA, A Handbook for States: Incorporating Renewable Energy into State Compliance Plans for EPA's Clean Power Plan, Version 1.0, February 2015, at 98. Available at: [Handbook for States final_0.pdf](#) (seia.org).
21. NRDC, Transforming the Power Grid with Clean Energy.
22. NRDC, Transforming the Power Grid with Clean Energy, citing Nivad Navid, MISO, Reserve Requirement Identification with the Presence of Variable Generation, presentation to the Utility Variable Generation Integration Group (2012).
23. [WIND Exchange: U.S. Installed and Potential Wind Power Capacity and Generation](#) (energy.gov).
24. Studies by DOE and NREL including 20% by 2030 Wind (2008); Wind Vision (2015); and Renewable Energy Futures (2012).
25. Iowa Environmental Council, Iowa's Road to 100% Renewable (2020).
26. Id.
27. Midcontinent Independent System Operator, Generator Interconnection Queue, at https://www.misoenergy.org/planning/generator-interconnection/GI_Queue/ (last accessed Mar. 15, 2021).

Wind turbine project rising

Wind farm with ties to Google boosts Cherokee County's economy, tax rolls

Mason Dockter Jul 20, 2019 Updated Jul 22, 2019 0



Section of towers are shown Tuesday, July 9, 2019, in a staging area at Glacier's Edge Wind Project, near Marcus, Iowa, in rural Cherokee County. The project, in the Marcus and Cleghorn areas, is 200 megawatts and expected to be completed this year.

Tim Hynds, Sioux City Journal



[Mason Dockter](#)

CLEGHORN, Iowa -- Google's search for more renewable energy has led to construction of a \$246 million wind farm in eastern Cherokee County.

Eighty-two wind turbines sprawled out over 30,500 acres began rising from farm fields near the small towns of Cleghorn and Marcus in April. The Glacier's Edge Wind Project has created 150 new construction jobs and scores of other economic benefits for the rural community.

The wind farm also will generate \$1.5 million in annual property taxes for local government entities.

The turbines, which will generate 200 MW of electricity, enough to power about 60,000 average-size homes, should be up and running toward the end of this year.

EDF Renewables North America, a subsidiary of the French-based renewable energy company EDF Renouvelables, is building Glacier's Edge for search engine titan Google, which will purchase all the power.

Google [announced](#) in 2017 that it generates 100 percent of its power from renewable sources. The Mountain View, California-based company, a subsidiary of Alphabet, has been purchasing wind power from Iowa farms since 2010 and has done business with EDF since 2012.

"Renewables from projects like Glacier's Edge bring value to our business as we scale and accelerate investment in the communities where we operate," Gary Demasi, Google's director of global infrastructure, said in a 2017 [press release](#). "With solar and wind declining dramatically in cost and propelling significant employment growth, the transition to clean energy is driving unprecedented economic opportunity and doing so faster than we ever anticipated,"

EDF operates, or is in the process of building, nine wind farms throughout Iowa with combined nameplate capacities of roughly 1.25 GW. The company operates wind and solar installations throughout the U.S., along with a couple of biogas plants and a battery storage project in Illinois.

The Glacier's Edge name is borrowed from history. The area where the wind project is situated is roughly the site of the western edge of the Des Moines lobe, part of the so-called Wisconsin Glacier of roughly 12,000 to 14,000 years ago.

Once Glacier's Edge is complete, about 25 employees will stay in the community to maintain the turbines, Sandi Briner, a vice president of corporate communications with EDF, wrote in an email.

A Speer Financial Inc. report commissioned by Cherokee County estimated the project's net acquisition costs at about \$246 million. Based on that total, Cherokee County Auditor Kris Glienke calculated the total taxable valuation of the property at about \$73 million.

After seven years of operation, the wind farm would begin paying roughly \$1.5 million in property taxes to the county and local school districts, said Rick Mongan, the chairman of the Cherokee County Board of Supervisors.

"Out of that \$1.5 million, the county's portion would be about 40 percent, which would be about \$600,000 a year," Mongan said.

"\$330,000 going to the general fund, and then \$270,000 going to the rural fund."

Once complete, Glaciers Edge would become the largest taxpayer in the county.

Kris Glienke cautioned not to make any hard assumptions about future tax revenues on a project that isn't yet complete.

"IF (all the) towers are built and IF they are assessed at \$3 million of taxable value and IF school, county, township levy rates stay stable and aren't lowered; then they should produce approximately \$1.5 million of property tax revenues in year 7, when they reach maximum allowable assessment," Glienke said in an email to the Journal. "As you can see, there are far too many IF's to make solid financial predictions."

EDF is pumping money into the county in other ways -- paying landowners to put the turbines on the land, plus the general stimulus of having all those workers in the area spending money.

"They all have to get their gas here, they shop here, they rent houses, motels," Mongan said. "It's a pretty good boon to the economy."

Darrell Downs, the head of the Marcus Area Economic Development Corporation, said EDF has been a good corporate citizen in Cherokee County. He noted they've paid to help repair and maintain county roads their crews use.

"At the end of this program, if everything works out right for them, in most cases we'll have really good roads in the county," Downs said. "So far so good -- the wheels can always fall off, but to this point they haven't."

In the early days of planning the project several summers ago, Downs said area farmers -- on whose land the turbines are being installed -- were among the project's biggest boosters. The landowners are being reimbursed for EDF's use of part of their land, and they will be able to continue farming around the turbines.

"I'm glad that happened the way it did, because it was actually the farmers that put that together," he said.

Which isn't to say every person in the county likes wind turbines. That's seldom the case.

"I'm not going to say that everybody in the area is for it, that would be -- it wouldn't be true," Downs said. "But more were for it than against it."

Cherokee County isn't alone in getting in on the wind action. According to the [American Wind Energy Association](#), an industry group, Iowa is second in the nation (Texas being number one) in terms of installed wind energy capacity, with roughly 8.9 GW. Somewhere between 9,000 and 10,000 people in Iowa are employed in the wind industry, and all told, the industry pays \$58 million per year in state and local taxes, along with \$20 to \$30 million in land leases.

200 MW Iowa Wind Project Remains on Track

By **Loren Flaugh** - March 16, 2021



With a unanimous 5 to 0 vote in September 2020, the Plymouth County Board of Adjustment approved an application for a conditional use permit (CUP) submitted from Chicago-based

wind energy developer Invenergy LLC for its 200 MW Plymouth Wind Energy Center – the first wind farm in the county.

Northwest Iowa overall continues to experience steady wind farm development, construction and economic growth, with one or two projects developed and built each year.

Chairperson for the Board of Adjustment, Nancy Anderson, presided over the hearing. Zoning administrator Alan Lucken responded via email to several questions with answers and additional information.

When asked if anyone had spoken out against Invenergy's project, Lucken replied, "There wasn't any opposition other than one person who said he wasn't in favor of the project."

He noted that Plymouth County has approved Invenergy's other county permits.

Lucken explained that Invenergy had expected to get started with construction in the fall of 2020, but there was an unexpected delay related to the engineering studies for the transmission line interconnection substation. Invenergy hopes to get started early this spring, with the project generating electricity by the end of 2021.

MidAmerican Energy Co.'s (MEC) nearby 345 kV transmission line has been the point of wind energy connection for several wind farms built recently in northwest Iowa. MEC's Geoff Greenwood reported via email, "MidAmerican plans to put the interconnection substation in service in September to accommodate the wind farm's collector substation."

A significant statement at the bottom of the CUP's cover document further advises, "In the event the applicant shall sell or transfer ownership of the project, all conditions and

requirements identified in the application, all agreements with Plymouth County, this CUP and all conditions of this CUP shall be transferable upon the new owner of the project.”



Invenergy’s Ben Lambrecht said it is possible that the company could still sell and transfer ownership of the wind farm to MEC.

“These conversations are ongoing,” he noted.

Invenergy recently developed 750 MW of wind energy utilizing 318 Siemens wind turbines in nearby O’Brien County. Upon approval of the construction permit from the O’Brien County Board of Supervisors, Invenergy then transferred the project to MEC for ownership, construction and operation.

As proposed in the CUP application, the project is located in the northeastern portion of Plymouth County and will encompass an area within the unincorporated areas of Meadow, Fredonia, Remsen and Henry townships. Approximately 24,000 acres of land are currently under contract with landowners to host project facilities.

As described in the application, the project is to consist of 73 primary turbine sites. In addition, 10 other sites are identified as alternate sites in the event that an unforeseen technical issue prevents a primary turbine site from being developed. The project will consist of a mix of GE 2.8 MW and 2.3 MW turbines with a total nameplate generating capacity of 200 MW.

Other significant wind farm infrastructure identified includes graveled 16-foot-wide, low-profile access roads; above-ground ancillary electrical equipment; and below-ground electrical cables for gathering the power generated from each turbine and then routed underground to the project interconnection substation southeast of Remsen.

Regarding that substation’s exact location, Lucken said, “The interconnection substation will be built in the southwest quarter of Section 21 in Remsen Township.”

Several meteorological towers with a height of 300 feet are also planned. And lastly, included in the project will be an O&M building and yard, where 10 wind turbine technicians will be based.

This project has enjoyed strong landowner support going back to 2016, when Invenergy first started talking to landowners about signing wind turbine lease agreements.

Lambrecht summed up Invenergy’s hopes for the project by stating, “We are excited to build on Invenergy’s track record here in Plymouth County, and we are grateful for the support the project enjoys. We look forward to bringing this project online and to start delivering the benefits to the community.”

Invenergy’s CUP also estimated how much Plymouth County could potentially realize in financial benefits in the years ahead. Invenergy expects that the project not only will support state policy, but it will also provide extensive local benefits: up to \$52 million in new property tax revenue to the county over the life of the project; approximately \$65

million in payments to Plymouth County landowners over the life of the project; and approximately 200 construction jobs.



Loren G. Flaugh is a freelance writer based in Iowa.

[Photo source](#)

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Successful County Wind Siting Practices in Iowa



Introduction and Summary of Recommendations

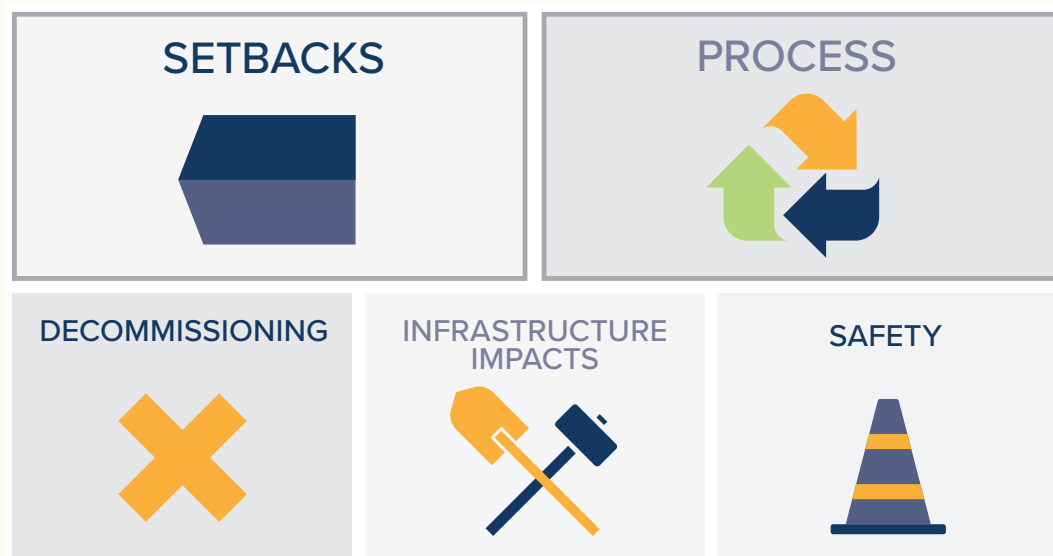
For counties interested in the benefits of utility-scale wind projects, a well-drafted wind ordinance will protect the health and safety of the county and its residents while still enabling developers to build workable, cost-effective wind projects. Under Iowa's home rule policy, counties have adopted a wide range of ordinance provisions related to wind development. These county ordinances allow wind development but impose a variety of restrictions or requirements for wind development and a variety of processes for wind project approval.

By the end of 2017, Iowa had utility-scale wind in operation or in active development in approximately half of Iowa's 99 counties. Our research indicates that well more than half of Iowa counties have also adopted some type of ordinance to guide wind development. Counties have used a wide variety of approaches in these ordinances during adoption over the past 15-20 years. We have reviewed many of these ordinances and identified specific provisions that can be viewed as successful practices.

We encourage counties that have not adopted an ordinance, or that are updating an ordinance, to use this document as a reference to support the development and adoption of a well-designed ordinance rooted in existing successful practices.

This is not legal advice and users of this guide should consult an attorney with specific legal questions.

BEST PRACTICES OF WIND SITING



Successful County Wind Siting Practices in Iowa

A summary of our recommendations for wind ordinances to enable wind development – and the benefits that come with it – includes the following:



- **Setbacks.** Counties should ensure that setbacks balance multiple interests and support cost-effective wind development. We recommend setbacks from residential dwellings of between 1,000 feet and 1,250 feet at the most. Setbacks for property lines and other rights of way should be approximately 1.1 times the turbine height, or about 600 feet. Counties can consider longer setbacks for a small number of other areas, such as natural resource areas. Counties should provide for waivers for voluntary reductions in setbacks.



- **Application and approval process.** We recommend that counties establish a clear and well-defined application process and a set of known application requirements. Wind turbines should be treated either as a permitted use or as a conditional use in established zoning districts. If the application and associated wind development meet the clearly identified conditions, the application and project should be approved.



- **Decommissioning.** Counties may require a decommissioning plan to support potential decommissioning as part of the application and approval process.



- **Infrastructure.** Counties may require a pre-construction plan for handling potential impacts to roads and other infrastructure from wind project construction as well as a post-construction review to identify impacts and provide for repairs.



- **Safety.** There is a basic set of minimal safety standards regarding wind projects, which make sense for counties to include in an ordinance.
- **Optional additional standards on shadow flicker and noise.** We do not recommend adding standards for handling shadow flicker or noise. We discuss the provisions that some counties have adopted and why setbacks and other requirements should sufficiently address these issues without adding specific, separate provisions for noise or shadow flicker.

Context for Iowa and at the County Level: Benefits from Wind Development and Future Potential

Iowa is a national leader in wind energy, ranking first among states in the percentage of electricity from wind and third in total installed wind capacity. Iowa has significant potential for additional wind development, with studies providing a range of 276,000 MW to 570,000 MW of technical potential for wind.

With about 8,900 MW installed at the end of 2018, Iowa has just begun to tap the potential for wind development. While parts of Iowa have some of the best wind resources in the U.S., technology improvements in wind turbines are leading to successful wind development in less windy parts of the state. This means that most Iowa counties could benefit from utility-scale wind development.

Successful County Wind Siting Practices in Iowa

In recent years, wind energy in windier states like Iowa has also become the lowest cost new source of electricity – even without considering tax incentives like the federal production tax credit. These positive economics, combined with significant opportunities for more wind projects, means Iowa can and should see significant wind development for years to come.

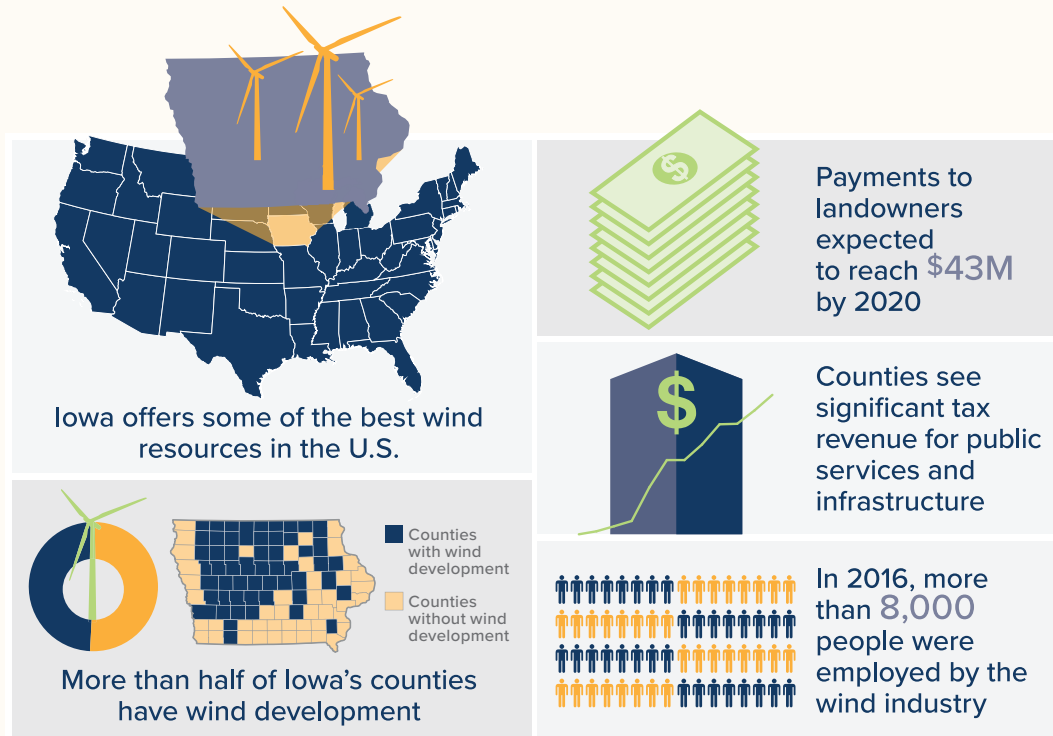
Counties play an important role by reviewing and approving specific wind projects at the local level. County policies that guide review and approval need to strike a balance between the needs of the county and its residents and successful, cost-effective wind development. We believe that this balance is being achieved in parts of Iowa already and can be achieved in every Iowa county. The ordinance that a county adopts to guide wind siting and approval is a critical part of achieving that balance and seeing maximum local benefits from wind generation.

Wind development offers a number of benefits to county residents and the county itself.

These benefits include:

- **Lease or easement payments to landowners.** In 2018 alone, wind turbines in Iowa resulted in payments to landowners of between \$20M and \$25M.¹ That annual amount is expected to grow as more wind projects come on-line, with Iowans estimated to receive \$43M annually by 2020.²
- **Property tax revenue to counties.** Wind turbines generate property tax revenue paid to counties that can support a range of public benefits, including roads and bridges, health services, schools, debt service and reduced need for revenue from other sources. In Iowa counties that have had significant wind development, property tax revenue from wind projects is one of the largest sources of such revenue.
- **Clean energy resources.** Unlike fossil fuel-fired power plants, wind turbines do not produce air pollutants such as sulfur dioxide, nitrogen oxide, greenhouse gases, particulates or mercury and thus do not contribute to acid rain, smog, or public health impacts such as pulmonary and heart disease and asthma where they are located. Wind turbines also do not use water or produce water pollution in the process of generating electricity (e.g., for cooling or steam production) or produce hazardous waste that threatens public health, unlike fossil and nuclear power plants.
- **Local economic development.** In 2018, Iowa had between 8,000 and 9,000 jobs supported by the wind industry. These jobs are located across the state in a range of sectors, including manufacturing, installation, operations and maintenance. Wind farm construction brings significant local construction jobs as well as some permanent operations jobs. Iowa's wind development has also attracted significant employment in wind manufacturing and businesses in the wind supply chain to communities across the state. Iowa's supply of low-cost wind energy also attracts companies with renewable energy goals to locate new facilities or expand operations in Iowa.

ECONOMIC BENEFITS OF WIND



FULL DISCUSSION OF MAJOR PROVISIONS FOR COUNTY WIND ORDINANCES

Establishing Setbacks from Neighboring Properties

Nearly all counties that have adopted a wind ordinance have included provisions that set minimum distances between wind turbines and residential dwellings.³ Most counties have also adopted such setbacks for certain types of occupied buildings or public buildings, such as schools and hospitals. Many ordinances also specify setbacks for a range of other categories such as property lines, roads and other rights of way, municipal town limits, and natural areas. A range of required setback distances in these various categories across Iowa and industry best practices are discussed below.

Appropriate setbacks should strike a balance between enabling cost-effective wind development and the additional interests of the county and its residents, including non-participating landowners (landowners who do not have a turbine on their property). Very large setbacks from homes, property lines, and other categories of properties or areas will restrict the number of sites available for wind development. This can raise the cost of wind development by eliminating the windiest sites and limit the total investment in wind that a county can attract. Setbacks that are particularly restrictive can go so far as eliminating any

Successful County Wind Siting Practices in Iowa

opportunity for wind development. Conversely, setbacks that are too small may not successfully minimize sound or visual impacts to nearby properties. Setbacks are a primary regulatory tool that counties use both for safety considerations and for sound or visual impacts, which we also discuss later in this paper.

Our review of existing ordinances indicates that this balance is possible and has been struck in many county ordinances. As discussed in more detail below, it is important for counties to provide flexibility in setbacks by allowing voluntary waiver or negotiation below the setbacks included in an ordinance.

Residential properties and occupied structures

Counties require the largest setback distances for turbines from residential dwellings and human-occupied buildings (e.g., schools and hospitals). Most ordinances' required setbacks from these structures are in the range of 1,000 to 1,250 feet, although a few fall outside of this typical range — either smaller (e.g., Boone) or larger (Kossuth and Palo Alto). Most counties' setbacks for this category are expressed in feet rather than a percentage of the total height of the turbine. Some ordinances do include a setback related to the total height of the turbine, such as two times the height.

It is crucial that counties establish setbacks for such structures that will protect occupants from unlikely but hazardous events such as the collapse of a turbine tower or the “throwing” of a turbine blade.

As explained by the American Planning Association (APA):

There is now enough operating history in enough locations around the world that reasonable probabilities can be established for these events. The probability of injury or property damage from any of these events is extremely small, but the residual risk can be minimized with reasonable setbacks. The 1,000-foot setback became a standard in part because it creates a substantial margin of safety.⁴

Therefore, a minimum setback of 1,000 feet from occupied structures is recommended for safety purposes. Wind developers have indicated that a setback of 1,500 feet represents the upper limit of what is typically workable for designing a utility-scale wind project; most counties have considerably smaller minimum setbacks for occupied structures.

RECOMMENDATION: We recommend setbacks from residential dwellings of between 1,000 to 1,250 feet, which is within the typical range of most county ordinances in Iowa. Setbacks within this range protect public safety and the quality of life of rural residents while allowing workable project footprints and minimizing impacts to productive agricultural land.

Property Lines

In addition to mandating minimum setback distances from residential dwellings, most counties also specify minimum setbacks from neighboring property lines. Unlike the requirements for dwellings, these required setback distances are usually expressed in terms of the height of the wind turbine: for example,

Successful County Wind Siting Practices in Iowa

in Clay County, where the required distance is 110% or 1.1 times the turbine’s “total height.” A turbine’s total height is generally defined as the vertical distance from the ground to the tip of the turbine blade when at its highest point.

Utility-scale wind turbines of the type currently being installed in Iowa have tower heights of between 80 and 100 meters, measured at the hub. As technology improves, it is possible that taller towers will be installed in the near future, such as 125 meters. The blade length of newer Vestas and GE turbines installed in Iowa is in the range of 54 to 64 meters. The total height of such turbines, using a tower height of 100 meters, results in a total height of 154 to 164 meters, or approximately 510 to 540 feet. Most counties require setbacks from property lines of 1.1 times to 1.25 times the turbine’s total height.

Using the dimensions described, the resulting setbacks would range from approximately 560 to 675 feet. Kossuth County’s mandated setback from property lines of 600 feet (one of the only counties to specify a distance in feet for this type of setback) is also within this range.

Summary Table of Setbacks in Counties – Most With Operational Wind Farms

COUNTY	RESIDENTIAL DWELLING SETBACK	PROPERTY LINE SETBACK
Black Hawk	n/a	1.5x total height of turbine (about 600 – 800 feet)
Boone	750 feet	1.25x total height of turbine
Cass	1,200 feet	1x total height of turbine
Clay	1,200 feet	1.1x total height of turbine
Carroll	1,000 feet	Not less than the rotor radius from non-participating properties
Dickinson	Greater distance of 1,200 feet or 2x total height of turbine	Turbines may not overhang adjacent property lines without securing appropriate easements
Emmet	1,250 feet	1.1x total height of turbine
Greene	1,000 feet	Not less than the rotor radius from non-participating properties
Grundy	1,200 feet	1.25x total height of turbine
Ida	1,250 feet	1.1x total height of turbine
Madison	Greater distance of 1,000 feet or 2x total height of turbine	No overhang of adjoining property line without an easement
O’Brien	1,200 feet (includes accessory structures)	[None specified]
Osceola	1,250 feet	1.1x total height of turbine
Pottawattamie	100% of tower height	Manufacturer’s fall distance
Poweshiek	Greater distance of 1,000 feet or 2x total height of turbine	1.1x total height of turbine
Story	Greater distance of 1,000 feet or 2x total height of turbine	No overhang of adjoining property line without an easement
Webster	1,000 feet	150 feet

Unoccupied Structures and ROWs

Most counties also have specified minimum setbacks for unoccupied structures (such as animal confinement buildings); for roads and other public rights of way; and for utility lines. Mandated setbacks for these categories of property are generally either identical or comparable to the setbacks described above for property lines.

Natural Areas

Some counties require minimum setback distances from specified natural resources and/or public lands, which vary widely. For example, Kossuth County requires that a turbine be sited at least 600 feet from any public conservation area, while Palo Alto County mandates setbacks of 1,500 feet from all public lands and public waterways. Boone County requires a setback of 1,320 feet from river bluffs; 600 feet from public conservation areas; and 600 feet from certain types of wetlands, specified in its county zoning ordinance.

Adequate setback distances for protecting a county's natural resources will necessarily vary depending on local site-specific factors such as the type of resource being protected and the ecological sensitivity of the area and its wildlife.

Some counties, rather than mandating setback distances by type of resource, approach the issue of protecting natural areas on a project-by-project basis by requiring applicants to consult with the Iowa Department of Natural Resources before applying for a permit. The developer must then include the Department's siting recommendations with its submitted site plan and other application materials. The ordinances of Dickinson and Ida Counties provide examples of this approach. (Palo Alto County requires both a preliminary pre-application review by IDNR and the minimum setbacks distances described above.)

Waivers or Negotiated Setbacks

Many county ordinances include waiver provisions allowing either the property owner or the controlling governmental authority to waive the mandated setback distance for that property type. Written waiver agreements must be executed pursuant to the specific requirements set forth in the ordinance. A few counties require waiver agreements to be approved by the county permitting authority. Some ordinances only allow waivers in certain setback categories, while others (such as Kossuth and Palo Alto counties) allow setbacks for any property type to be waived.

Waivers are an important tool to improve flexibility and allow for the potential for additional land area to become available for wind development. However, providing a waiver is not a substitute for a strong setback policy that can enable cost-effective wind development.

RECOMMENDATION: We recommend that counties adopt recommended setback distances above of 1,000-1,250 feet from residential dwellings, and also include waiver provisions to reduce such setbacks when appropriate.

Height Restrictions

Few of the county ordinances we reviewed include a limit for a specified number of feet for the total height of turbines. Many counties do require that wind developers ensure that turbine heights do not extend into approach zones and other restricted air space, and/or that the project complies with any applicable Federal Aviation Administration (FAA) requirements. (Several ordinances specify that a copy of any FAA permit or approval must be included in the list of application materials submitted to the county's permitting authority.) Such a requirement, along with appropriate setback distances from residences and other structures at ground level, addresses any potential concerns posed by the height of a commercial wind turbine.

RECOMMENDATION: We do not recommend establishing a separate, distinct height restriction.

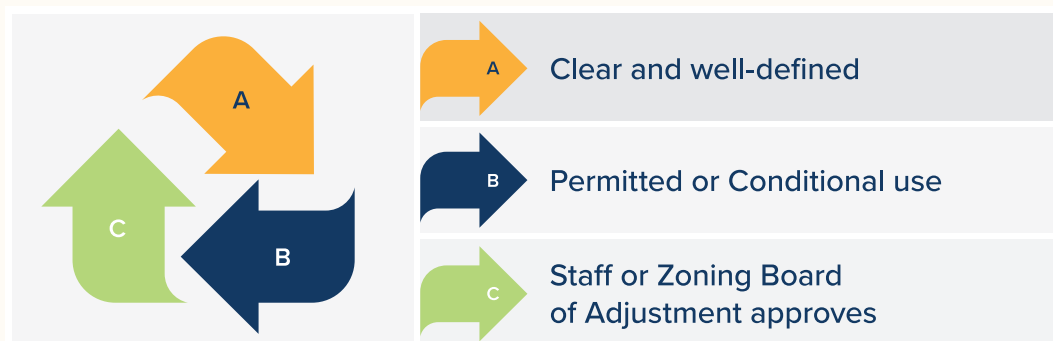


Application and Approval Process

Options for a Clear Application Process

The procedural requirements for owners and developers seeking county approval to build a commercial wind project vary significantly across Iowa. Some counties require a lengthy and detailed application process (or even pre-application process) while others have few requirements beyond submitting a site plan and application materials for review. Most counties require a public hearing before the permitting authority decides whether to approve the project. Iowa Code does constrain to some extent the procedural options available to counties and the best practices recommended below apply primarily to counties which have adopted zoning and may not apply to counties without zoning.

PROCESS



RECOMMENDATIONS:

- We recommend that county officials prioritize creating a clear application and review process with well-defined steps and conditions for approval. This allows a wind developer to clearly identify the application requirements for a wind project which, if met, will result in county approval of the application. The setback provisions above would be one of the clear application requirements, while the additional provisions discussed below can comprise the balance of those requirements (e.g. decommissioning, road impact plan, etc.).
- We recommend that counties adopting a wind ordinance also adopt an amendment to their Comprehensive Plan with a statement about their intentions for wind development in the County, the benefits of investments in wind, and the key considerations around regulating wind siting.

OPTIONS:

Counties can use various processes to govern wind siting. The two most straightforward options are to make wind a permitted use (also sometimes called an “allowed” or “principal” use) in specific zones or designating wind as a conditional use (also called a “special exception”). In the case of a conditional use, the supervisors should define the conditions that the project must meet to be approved.

Wind as a Permitted Use

If a county ordinance designates wind as a permitted use, County staff reviews projects to determine compliance with objective ordinance requirements. County staff would be able to determine if a project meets required setbacks, but would not be able to decide on subjective requirements – for example, asking if a particular project “fits the area.” If the project complies with the ordinance, it can move forward. County staff typically issue a building or construction permit under this approach.

EXAMPLE: GRUNDY COUNTY

D. District Regulations 1. WECS [Wind Energy Conversion Systems] may be permitted as a Principal Permitted Use in the “A-2” Agricultural District, as set forth in Section X of this Ordinance, so long as bulk requirements and setback requirements are addressed.⁵

Wind as a Conditional Use

The term “conditional use” in a zoning code usually means that a use may be allowed or permitted in a specified district (or districts) on condition that certain requirements are met. Conditional use permitting decisions depend on the applicant’s compliance with the standards specified in the zoning code as conditions for permit approval. These conditions may be more subjective, but the decision criteria must be included in the ordinance. Conditional uses can only be permitted subject to review and approval of a county Zoning Board of Adjustment (ZBA) after a public hearing. The ZBA must base its decision on evidence presented in the public meeting and evaluate the project based on the project’s compliance with the conditions in the ordinance. If the conditions are met, the conditional use permit will be issued.

Uses permitted on this basis are generally those that a county considers not generally adverse to the public interest but requiring some special review and precautions, as well as an opportunity for public input.

EXAMPLE: WEBSTER COUNTY, ARTICLE 5, CONDITIONAL USE REGULATIONS

Below are several key provisions from the Webster County ordinance provisions regarding conditional uses. Section 5.06 is not excerpted below, but is an important part of the ordinance as it includes specific development criteria that the Zoning Board of Adjustment uses in reviewing proposed developments. The categories of development criteria include compatibility, transition, traffic, parking and loading, signs and lighting, and environmental protection. The development criteria and steps in the Webster County ordinance provide for a clear and transparent process with an appropriate balance of discretion regarding conditional uses.

Section 5.08 Board of Adjustment Action on Application

“In considering whether to approve an application for a conditional use permit, the Board of Adjustment shall proceed according to the following format:

- 1) The Board of Adjustment shall establish findings of fact based upon information contained in the application, the staff report and information gathered at the Board of Adjustment hearings.
- 2) The Board shall *consider such reasonable requirements or conditions to the permit* as will ensure the development will satisfy the requirements of this chapter ...
- 4) If the Board of Adjustment concludes that *all such criteria have been met, the application shall be approved* unless it adopts a motion that the application fails to meet any of the approval standard set forth in 5.06 ...

Without limiting the foregoing, the Board of Adjustment *may attach to a permit conditions it deems necessary to protect the health, safety, and general welfare of the public.*” (emphasis added)⁶

Counties may wish to include detailed plans for items such as road repair and emergency management as conditions for approval. This is described in more detail below.

Successful County Wind Siting Practices in Iowa

If a county opts for conditional use permitting through the Zoning Board of Adjustment, we recommend providing applicants with the opportunity for a preliminary review and pre-application process. Iowa law provides that appeals of a final decision of the Zoning Board of Adjustment go to court for review.⁷ Allowing for preliminary review and a pre-application process helps provide applicants with a more predictable process and can minimize the potential for time-consuming or expensive judicial review.

Poweshiek County recently added a pre-application option to its ordinance:

Pre-Application Review. A Conditional Use Permit applicant may submit preliminary matters to the Board of Adjustment for review prior to making application for a permit. The review must occur no more than 60 days prior to submission of the application.⁸

Comprehensive Plan Update

Iowa code specifies that zoning ordinances and decisions “shall be made in accordance with a comprehensive plan...”⁹. For this reason, we also recommend a county looking to attract wind and other renewable energy development adopt an amendment to align a county comprehensive plan with a county’s intentions to attract such development.

EXAMPLE: CEDAR COUNTY

“Goal III. Encourage the creation and use of alternative and renewable energy sources.

Objective 1: increase alternative and renewable energy sources in the county

Strategies:

Review and modify the zoning ordinance and other relevant county regulations as necessary to remove barriers to the use of renewable energy systems such as solar, wind, and geothermal.

The County should promote the use of renewable and inexhaustible energy sources over non-renewable energy sources. . .”¹⁰



Decommissioning

Wind ordinances often include a provision requiring the project owner to take responsibility for and bear the costs of decommissioning at the end of a wind project’s useful life. These provisions ensure safety for turbines that are no longer operational and ensure the county and landowner do not bear the cost of removing the turbines. Wind project life for early wind projects in Iowa (e.g., built in 2000 or 2005) was typically twenty or twenty-five years. New wind projects being built now are projected to have a forty year useful life. In addition, many of Iowa’s early wind projects are now being repowered, which extends the operating life by up to twenty years. As a result of longer lives and repowering, few wind turbines in Iowa have been decommissioned in practice. Planning for the responsibility and cost of decommissioning, however, is a prudent step for a county ordinance.

Successful County Wind Siting Practices in Iowa

Ordinance provisions related to decommissioning tend to be substantively similar across most counties. The following recent example is from Poweshiek County's ordinance, updated in March of 2017:

Discontinuation and Decommissioning. A C-WECS shall be considered a discontinued use after one (1) year without energy production, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the C-WECS to service. Discontinued use does not apply to the pre-construction or construction period and shall be measured from the initial commercial energy production and operation of the C-WECS project. All C-WECS and accessory facilities shall be removed to a depth of four (4) feet below ground level within one year of discontinuation of use.

1. Decommissioning Plan. Each C-WECS shall have a Decommissioning Plan outlining the anticipated means and cost of removing the C-WECS at the end of their serviceable life or upon becoming a discontinued use. The cost estimates shall be made by a professional engineer licensed in the State of Iowa. The plan shall also identify the financial resources that will be available to pay for the decommissioning and removal of the C-WECS and accessory facilities. The County reserves the right to verify that adequate decommissioning terms are contained in the landowner's lease or easement.
2. Decommissioning Fund. Commencing on the fifteenth (15th) year after commencement of commercial operations, and annually thereafter, the operator shall continuously maintain a financial assurance mechanism(s) in the form of performance bond, letter of credit, and/or other security approved by the County Attorney, for the remaining life of the facility. The amount of the security shall be equal to the total decommissioning cost, net of reasonable residual value of the C-WECS, as determined by a professional engineer licensed in the State of Iowa. If a bond is posted to meet this requirement, or if a letter of credit is issued to meet this requirement, the issuing entity must be agreed upon by both the operator and the County. This requirement can be waived by the Board of Adjustment.¹¹



Impacts to Roads and Other Public Infrastructure

The transportation of turbine components and heavy equipment during the construction phase of a wind development project can cause impacts to county roads and other infrastructure. To address these potential impacts, several counties have adopted requirements similar to the following example, also from Poweshiek County's recently revised ordinance. While the language below is similar to provisions in other ordinances, the following provision requires both a pre-construction and post-construction survey of roads used, and a post-construction meeting to address impacts.

Putting such a process in place before construction begins helps clarify for all parties what specific impacts a developer will be held responsible for and what steps must be taken to mitigate damages to roads and other infrastructure.

PUBLIC INFRASTRUCTURE PROTECTION PROVISIONS

FROM POWESHIEK COUNTY ORDINANCE:

1. **Roads.** Applicants shall identify all roads to be used for the purpose of transporting CWECS, substation parts, cement, and/or equipment for construction, operation or maintenance of the C-WECS and obtain applicable weight and size permits from the impacted road authority(ies) prior to construction.
 2. **Existing Road Conditions.** Applicant shall conduct a pre-construction survey, in coordination with the impacted local road authority(ies), to determine existing conditions of roads identified pursuant to subparagraph 1, above. The survey shall include photographs or video and written documentation of the condition of the identified road facilities. The applicant is responsible for on-going road maintenance and dust control measures identified by the Poweshiek County Engineer during all phases of construction.
 3. **Drainage System.** The applicant shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of CWECS.
 4. **Post Completion Survey.** Applicant and the Poweshiek County Engineer will meet upon completion of the project and agree as to the necessary action needed to return roads to the existing road conditions as identified in subparagraphs 1 and 2, above.
- p) **Required Financial Security.** The applicant shall be responsible for restoring or paying damages as agreed to by the applicable road authority(ies) sufficient to restore the identified road(s), bridge(s), and associated infrastructure to preconstruction conditions. Financial security in a manner approved by the County Attorney shall be submitted covering 130% of the costs of all required improvements. This requirement may be waived or modified by the Board of Adjustment upon recommendation from the Poweshiek County Engineer.¹²



Safety Issues

Standard Safety Requirements

While setbacks and other provisions above are intended to improve safety, utility-scale wind projects present county officials with an additional and unique set of safety concerns not typically encountered with more traditional types of building structures. A commonly recommended list of safety precautions has emerged to address these issues.¹³ These include:

- Posting of emergency contact information at various locations throughout the project;
- Posting warning signs about falling ice during winter;

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- Locking turbine doors to prevent unauthorized access;
- Preventive measures such as avoiding structures near turbines that would allow unauthorized people to climb them.

Many of the counties in Iowa with wind ordinances have similarly-worded provisions addressing such common safety concerns. The following section from Story County's ordinance is representative of these provisions:

SAFETY.

1. All wiring between wind turbines and the C-WECS substation shall be underground. If the developer can demonstrate the need for an overhead line and the acceptance of landowners for this line, such option may be approved conditionally by the Board of Adjustment.
2. Wind turbines and meteorological towers shall not be climbable up to 15 feet above ground level.
3. All access doors to wind turbines and meteorological towers and electrical equipment shall be locked when not being serviced.
4. Appropriate warning signage shall be placed on wind turbine towers, electrical equipment, and C-WECS entrances.
5. For all C-WECS, the manufacturer's engineer or another qualified engineer shall certify that the turbine, foundation and tower design of the C-WECS is within accepted professional standards, given local soil and climate conditions.

Meteorological Towers

An additional safety concern that is also addressed by several counties' safety requirements is the potential hazard posed to pilots of low-flying crop-dusting planes by temporary meteorological towers, or "met" towers. These towers, used to gather data that helps wind developers site turbines, are typically just under 200 feet high, and so are not currently subject to Federal Aviation Administration (FAA) regulations. The thin metal towers and their guy-wires are difficult for pilots to spot and fatal collisions have occurred in the U.S., prompting the National Transportation Safety Board to recommend that the FAA adopt new regulations requiring markings to improve safety.¹⁴

As of this writing, no such federal regulations have been adopted, although in 2015 the FAA issued new voluntary guidelines for met tower markings.¹⁵ In the absence of state- or federally-mandated markings for met towers, we recommend that counties include a requirement similar to the one below, adopted by

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Poweshiek County and some others. This ordinance is consistent with practices adopted by some wind developers who use large plastic orange balls on the guy-wires:

6. For all guyed towers, visible and reflective objects, such as plastic sleeves, reflectors or tape, shall be placed on the guy wire anchor points and along the outer and innermost guy wires up to a height of eight (8) feet above the ground. Visible fencing shall be installed around anchor points of guy wires.¹⁶

Emergency Conditions

The APA also recommends the development of a written emergency plan covering all reasonable scenarios, as local emergency response crews will likely not have plans in place for dealing with emergencies at wind turbines, or tall structures generally.¹⁷ Kossuth County’s ordinance requires such a plan as one the “ancillary agreements” that are a condition of approval:

Issuance of a WECS Construction Permit is strictly conditioned on the Applicant executing the following: ...3. An Emergency Response Plan provided by Applicant and approved by the Board of Supervisors. Said Plan shall contain response procedures to be followed in the event of a fire, collapse, personal injury, or other emergency at a Project. The Plan shall contain 24 hour emergency contact information for the Project.¹⁸

Additional Siting Standards

Shadow Flicker

Shadow flicker is an effect that can appear on neighboring properties due to the movement of wind turbine blades between the sun and the property. Minimum setbacks can minimize such undesirable aesthetic impacts. According to the American Planning Association, “With reasonable setbacks, shadow flicker occurs only when the sun is low in the sky and for relatively few hours a year — typically a tiny fraction of daylight hours.”¹⁹

In addition to requiring maximum setbacks from occupied structures, a few counties have incorporated specific standards for shadow flicker into their ordinances by adopting planning and/or operational requirements that set a minimum allowable threshold of shadow flicker caused at neighboring residences. As a planning requirement, at least two counties (Kossuth and Palo Alto) require applicants to submit computer modeling that demonstrates that shadow flicker impacts will be below the specified limit.

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For example, Kossuth County’s wind ordinance requires the owner or developer to submit the following with its application:

A report prepared by a qualified third party using the most current modeling software available establishing that no Occupied Residence will experience more than thirty (30) hours per year, or more than thirty (30) minutes per day, of shadow flicker at the nearest external wall based on real world or adjusted case assessment modeling. The report must show the locations and estimated amount of shadow flicker to be experienced at all Occupied Residences as a result of the individual Turbines in the Project.²⁰

Such a requirement has the advantage of including a specified limit and method of demonstrating compliance with that limit — the requirement is clear and does not allow for subjective discretion of the permitting authority. This approach is preferable over less-precisely worded provisions requiring owners to “minimize” shadow flicker for those counties seeking to reduce such impacts to acceptable levels.

RECOMMENDATION: We do not recommend that counties adopt a separate shadow flicker requirement as a standard practice, which is consistent with the approach in the vast majority of county ordinances that we have reviewed. However, if a county does adopt such a requirement, the requirement should enable wind development and provide a clear condition that wind developers can meet in the application process, such as the approach in Kossuth County.

Sound

Adequate setbacks can protect property owners from experiencing nuisance level noise from turbines. The APA recommends a setback of at least 1,000 feet to address sound issues, which is within the range of residential setback distances common in Iowa counties with successful wind projects.

Some Iowa counties have also included sound level limits in their standards for wind turbines aimed at keeping sound from turbines at nearby properties within acceptable levels. These limits, based on specific sound pressure levels measured in decibels, range from 50 dBA to 60 dBA when measured from the affected property.

Wind developers can perform a sound impact analysis for wind turbines using computer-based mapping and modeling and sound level data provided by turbine manufacturers. These models are useful in helping to ensure that turbine placement will comply with local sound level limits. However, while such models often reflect conservative assumptions, they may not always be able to take all of the nuances of a particular situation into account, particularly in project locations with complex terrain.²¹

Furthermore, while sound can be objectively measured, “human perception of sound is substantially subjective,”²² again underscoring the prudence of requiring adequate residential setbacks from turbines.

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RECOMMENDATION: We recommend that minimum setbacks from residential properties fall within the range of 1,000 to 1,250 feet (see “Setbacks” above). As the American Planning Association explains in its planning guidelines for commercial wind, the options for effectively mitigating sound levels after the fact (once a project has been built) are limited, so addressing sound impacts upfront with appropriate setbacks is prudent. If a decibel limit for turbine sound levels is also included in an ordinance, we recommend a standard no lower than 50 dBA, in keeping with the 50 dBA to 60 dBA range that has proven workable in counties that have successfully developed wind projects.

Conclusion

For counties interested in attracting all of the local benefits that come with wind generation, a well-drafted and balanced wind siting ordinance is an important initial step. Our review of county ordinances across Iowa shows that many counties have adopted workable ordinances resulting in successful local wind development. We have not identified a single model ordinance in any particular county that we recommend in total. Instead, we have identified the strongest parts of different ordinances to include in this paper. Most county ordinances have additional provisions in the adopted ordinances. We have focused on the major provisions critical to the success of an ordinance.

We do note that several Iowa counties have attracted wind development without adopting a specific ordinance. Those include Howard, Mitchell, and Adair counties. While this approach has worked in these counties, we believe the clarity and predictability that comes from adopting a wind ordinance is beneficial for the county, its residents, and wind developers.

About

The primary authors of this paper are Nathaniel Baer, Clare Kernek, and Kerri Johannsen with the Iowa Environmental Council. We appreciate the input and guidance provided by wind developers, county officials, and others as we researched and drafted this paper.

Appendix A: Main County Ordinances Reviewed

COUNTY	RESIDENTIAL DWELLING SETBACK	PROPERTY LINE SETBACK	TYPE OF PERMITTING PROCESS/ USE	PERMITTING AUTHORITY	DATE ADOPTED OR AMENDED	LINK TO COUNTY ORDINANCE
Black Hawk	n/a	1.5x total height of turbine	Special exception	Board of adjustment	2011	http://www.co.black-hawk.ia.us/227/Zoning-Ordinance
Boone	750 feet	1.25x total height of turbine	Conditional use	Board of adjustment	2009	http://www.co.boone.ia.us/index.aspx?page=256
Cass	1,200 feet	1x total height of turbine	Special exception	Board of adjustment	2015	http://www.atlanticiowa.com/county/county-government/county-ordinances/

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COUNTY	RESIDENTIAL DWELLING SETBACK	PROPERTY LINE SETBACK	TYPE OF PERMITTING PROCESS/ USE	PERMITTING AUTHORITY	DATE ADOPTED OR AMENDED	LINK TO COUNTY ORDINANCE
Clay	1,200 feet	1.1x total height of turbine	Special exception	Board of adjustment	2011	http://www.co.clay.ia.us/offices/auditor/policies.htm
Carroll	1,000 feet	Not less than the rotor radius from non-participating properties	Conditional use	County zoning administrator	2016	http://www.co.carroll.ia.us/Attorney/ordinances.htm
Dickinson	Greater distance of 1,200 feet or 2x total height of turbine	Turbines may not overhang adjacent property lines without securing appropriate easements	Conditional use	Board of adjustment	2008	https://dickinsoncountyiowa.org/wp-content/uploads/2013/03/ZONING-ORDINANCE-102-ORIGINAL4.pdf
Greene	1,000 feet	Not less than the rotor radius from non-participating properties	Conditional use	Board of adjustment	2011	https://greenecounty.municipal-cms.com/pView.aspx?id=15466&catid=659
Grundy	1,200 feet	1.25x total height of turbine	Principle use	County zoning commissioner	2009	https://www.grundycounty.org/departments/zoning/development-ordinance
Ida	1,250 feet	1.1x total height of turbine	Conditional use	Board of adjustment	2016	n/a
Kossuth	1,600 feet	600 feet	Conditional use	Board of supervisors	2017	http://www.co.kossuth.ia.us/windfarms.php
Madison	Greater distance of 1,000 feet or 2x total height of turbine	No overhang of adjoining property line without an easement	Conditional use	Board of adjustment	Pending	n/a
O'Brien	1,200 feet (includes accessory structures)	[None specified]	n/a	Board of supervisors	2015	http://www.obriencounty.org/board-of-supervisors/ordinances/
Osceola	1,250 feet	1.1x total height of turbine	Conditional use	Board of adjustment	2013	http://www.osceolacountyia.org/county/office/9
Palo Alto	1,500 feet	1.2x total height of turbine		Board of supervisors	2016	https://www.paloaltocountyiowa.com/board-of-supervisors/wind-energy-ordinance/
Pottawattamie	100% of tower height	Manufacturer's fall distance	Principle use	Director of planning and development	2008	https://pottcounty-ia.gov/resources/county-code/
Poweshiek	Greater distance of 1,000 feet or 2x total height of turbine	1.1x total height of turbine	Conditional use	Board of adjustment	2017	http://poweshiekcounty.org/sanitarian-zoning/
Story	Greater distance of 1,000 feet or 2x total height of turbine	No overhang of adjoining property line without an easement	Conditional use	Board of adjustment		http://www.storycountyiowa.gov/115/Code-of-Ordinances
Webster	1,000 feet	150 feet	Conditional use	Board of adjustment		http://www.webstercountyia.org/

Successful County Wind Siting Practices in Iowa

- 1 American Wind Energy Association, *Iowa Wind Facts* (2017) available at <https://www.awea.org/state-fact-sheets>.
- 2 Navigant Consulting/AWEA, *Economic Development Impacts of Wind Projects* (2017) at https://www.navigant.com/-/media/www/site/insights/energy/2017/awea-study-1-031017_v2.pdf.
- 3 The only exception we have found is Black Hawk County, which does not require a minimum setback from residential properties but does include a setback requirement for all non-participant property lines.
- 4 American Planning Association. (2011). *Planning for Wind Energy* (Planning Advisory Service Report No. 566). Chicago, IL: American Planning Association, at 98.
- 5 Grundy County Development Ordinance, Section VI, Subsection V., paragraph D. <https://grundycounty.org/images/pdf/Development-Ordinance/Grundy%20County%20Development%20Ordinance.pdf>
- 6 Webster County Zoning Ordinance, Section 5.08. <http://www.webstercountyaia.org/Departments/P&Z/2009WebsterCountyZoningRegulations.pdf>, http://www.webstercountyaia.org/departments/planning_and_zoning.php#outer-509
- 7 Iowa Code § 335.18.
- 8 Poweshiek County Zoning Ordinance of 2011 (as amended in 2017), Article XX, “Conditional Use Permits,” Sec. 5.1(q).
- 9 Iowa Code § 335.5.
- 10 Cedar County: Comprehensive Plan 2038 (2018), available online at https://www.cedarcounty.org/offices/environmentalhealth/CedarCountyComprehensivePlan_FINALpdf_reduced.pdf (last visited August 1, 2019), at 47.
- 11 Poweshiek County Zoning Ordinance, Article XX, “Conditional Use Permits,” Sec. 5.1 (n).
- 12 Poweshiek County Zoning Ordinance, Article XX, “Conditional Use Permits,” Sec. 5.1 (o)-(p).
- 13 American Planning Association. (2011). *Planning for Wind Energy* (Planning Advisory Service Report No. 566). Chicago, IL: American Planning Association, at 98.
- 14 Brent McDonald, *For crop-dusters, towers pose a hidden and growing danger*, N.Y. Times, Oct. 3, 2014, at A19. Electronic version retrieved from <https://www.nytimes.com/2014/10/03/us/for-crop-dusters-a-hidden-danger-in-the-fields.html?mcubz=0> (last visited Sept. 12, 2017).
- 15 FAA’s recommended markings for met towers are in Sec. 2.7 of Advisory Circular 70/7460-1L (originally published on Dec. 4, 2015, updated Oct. 8, 2016.) To obtain a pdf of the circular, go to www.faa.gov. Once at the home page, click on the Regulations & Policies tab. In the search bar, type in “70/7460-1L.” Click on “Obstruction Marking and Lighting with Change 1.”
- 16 Poweshiek County Zoning Ordinance, Article XX, “Conditional Use Permits,” Sec. 5.1 (m)(6).
- 17 American Planning Association. (2011). *Planning for Wind Energy* (Planning Advisory Service Report No. 566). Chicago, IL: American Planning Association, at 99.
- 18 Kossuth County Ordinance #310, Section V—Ancillary Agreements.
- 19 Kossuth County Ordinance #310, Section V—Ancillary Agreements.
- 20 Kossuth County Ordinance #310, Section II—Permit Application and Review, No. 2(J).
- 21 American Wind Energy Association. *The Wind Energy Siting Handbook* (Feb. 2008) at 5-35, available online at <https://www.awea.org/Issues/Content.aspx?ItemNumber=5726>; Kenneth Kaliski et al. 2011. “Improving predictions of wind turbine noise using PE modeling,” paper presented to NOISE-CON 2011, Portland, Oregon, July 25-27, 2011.
- 22 American Wind Energy Association. *The Wind Energy Siting Handbook* (Feb. 2008) at 5-37.



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WOODBURY COUNTY, IOWA
ORDINANCE # _____

**AN ORDINANCE REGULATING COMMERCIAL
WIND ENERGY CONVERSION SYSTEMS
IN UNINCORPORATED WOODBURY COUNTY**

WHEREAS, it is deemed advisable and recommended by the Woodbury County Board of Supervisors to create and enforce an ordinance in Woodbury County addressing the site plan review and application approval process for the construction and ongoing maintenance of large-scale commercial wind energy conversion systems proposed to be erected in unincorporated Woodbury County; and

WHEREAS, the Woodbury County Board of Supervisors wish to adopt and enforce this Commercial Wind Energy Conversion Systems Ordinance to better promote the County’s comprehensive plan and its economic development goal of fully exploring alternative renewable energy sources, particularly wind generation facilities both as a contribution to the total energy needs of the country and as a new source of income for property owners; and

WHEREAS, this Commercial Wind Energy Conversion Systems Ordinance is a separate county ordinance and shall be a “stand alone” enactment authorized under County Home Rule under Iowa Code Section 331.302(1). These provisions only relate to the application for a wind energy conversion systems project with a total nameplate generating capacity of more than 100kW.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that this Commercial Wind Energy Conversions Systems Ordinance is hereby adopted within Woodbury County, Iowa and includes the following provisions:

Section 1 - Purpose

The purpose of this Ordinance is to establish guidelines for the effective and efficient use of large-scale Commercial Wind Energy Conversion Systems (C-WECS) projects by regulating and requiring a permit for the siting, design, construction, operation, and decommissioning of these wind energy conversion systems (WECS) to protect the public health, safety, and general welfare of the County’s residents and businesses. The requirements of this Ordinance shall apply to all C-WECS after the effective date of this Ordinance.

Because of the significant, long-lasting impacts on the County’s residents and infrastructure resulting from large-scale C-WECS projects, the Woodbury County Board of Supervisors believes it is in the public’s best interest that the Supervisors retain the final authority over the issuance of any permit for large-scale C-WECS projects and shall adhere to all the standards, procedures and fees as set forth in this Ordinance.

Section 2 – Jurisdiction

This Ordinance is adopted by the Woodbury County Board of Supervisors and governs all lands within the unincorporated areas of Woodbury County, Iowa. This Ordinance and its provisions shall not apply to those properties or projects occurring within the incorporated cities of Woodbury County.

Section 3 – Definitions

For use in this Ordinance, certain terms or words used herein shall be interpreted or defined as follows:

Wind Energy Conversion System (WECS) shall mean any device, such as a wind charger or wind turbine, which converts the kinetic energy of wind to a form of usable electric energy.

Commercial Wind Energy Conversion Systems (C-WECS) A large-scale WECS or a group of WECS in the same location with a generating nameplate capacity of 100 kW or greater and is used for production of electric power to be interconnected into the local utility electrical grid and built to produce energy primarily for on-grid utility customers located off the property. Individual turbines are usually interconnected to a power collection system and then connected to an existing or proposed high voltage transmission system. C-WECS projects may consist of a single WECS or multiple wind turbines, and cover small areas to extended areas of many square miles.

Applicant shall mean the person or entity submitting the application under this Ordinance, which is normally expected to be the owner or operator of a WECS, or the owner of the C-WECS development project.

Components shall mean all the physical facilities comprising a WECS; including turbines (i.e. – the tower, nacelle, hub, motor, and blades), turbine foundations, transformers, crane pads, feeder lines, and any accessory buildings and equipment. Components shall include any substations that are constructed in conjunction with a C-WECS project.

Confinement Feeding Operation Building shall have the same meaning as found in Iowa Code §459.102(15).

Feeder Line shall mean any above or below-ground line that carries electrical power from one or more turbines.

Meteorological (“MET”) Tower shall mean a tower which is erected primarily to measure wind speed and directions, plus other atmospheric/weather data relevant to siting and operating a WECS. Meteorological towers do not include towers and equipment used by airports, the Iowa Department of Transportation, or other applications to monitor weather conditions.

Non-Participating Landowner shall mean any landowner not under agreement with the owner or operator of the WECS.

Occupied Non-Residential Building shall mean any building (other than a residence) that is regularly occupied by humans, and that is open to the public, sells goods or services, or a public, religious, or other non-profit institution.

Occupied Residence shall mean a building designed for, and occupied on a regular basis as an abode.

Operator shall mean the entity responsible for the day-to-day operation and maintenance of the WECS.

Owner shall mean the entity or entities with an interest in the WECS, including their respective successors and assigns. Owner does not mean (1) the property owner from whom a lease, easement or other property rights are acquired for locating the WECS (unless the property owner has an equity interest in the WECS; or (2) any person holding a security interest in the WECS solely to secure an extension of credit, or a person foreclosing on such security interest provided that after foreclosure, such person seeks to sell the WECS at the earliest practical date.

Participating Landowner shall mean a landowner under lease, easement or other property agreements with the owner or operator of the WECS.

Professional Engineer shall mean a qualified individual who is licensed in the State of Iowa as a professional engineer.

Project Area shall mean the geographic area encompassing all components of a C-WECS project.

Property Line shall mean the legal boundary between separately-owned real estate parcels, and between privately-owned parcels and publicly-owned land or public right-of-way.

Public Conservation Areas shall mean land owned by County, State or Federal agencies and managed for conservation/preservation purposes, including but not limited to Wildlife Management Areas, Conservation Areas, Parks, Preserves, Wildlife Refuges, and Waterfowl Production Areas. For purposes of this Ordinance, Public Conservation Areas also include land owned by non-profit conservation organizations and other privately-owned lands upon which permanent conservation easements have been granted to public agencies or non-profit conservation organizations. Public Conservation Areas do not include land enrolled in the Conservation Reserve Program.

Rotor Diameter shall mean the diameter of the circle described by the turbine's moving rotor blades.

Setback shall mean the minimum required distance from a certain object, structure or point to the center point of the foundation of the wind turbine at the natural ground level.

Structure shall mean anything constructed or erected on the ground or attached to the ground,

including but not limited to antennas, buildings, sheds, cabins, residences, signs, storage tanks, towers, wind turbines, and other similar objects.

Substation shall mean the apparatus that connects the electrical connection system of the WECS and increases the voltage for connection with the utility's, transmission owner's or WECS owner's transmission lines.

Tower shall mean the vertical structure that supports the electrical generator, rotor blades, or meteorological equipment.

Tower Height shall mean the total height of a turbine as measured from the ground to the tip of the blade when fully extended.

Transmission Line shall mean those electrical power lines that carry voltages of at least 69,000 volts (69 kV) and are primarily used to carry electrical energy over medium to long distances rather than directly interconnecting and supplying electrical energy to customers.

Turbine shall mean any piece of electrical generating equipment that converts the kinetic energy of blowing wind into electrical energy using airfoils, blades, or similar devices to capture the wind.

Occupied Residence shall mean a building designed for, and occupied on a regular basis as an abode.

Section 4 – Applicability

It shall be unlawful to construct, erect, install, alter or locate any WECS within unincorporated Woodbury County, without first obtaining a C-WECS permit from the Woodbury County Board of Supervisors as outlined in this Ordinance.

1. No application for a C-WECS permit shall be granted without first submitting all required information, obtaining necessary permits, certifications and documentation, and paying all associated fees to the County.

Section 5 – C-WECS Permit Application Review, Amendment, and Approval Process

1. **General.** Before any construction activities related to a C-WECS project can begin in unincorporated Woodbury County, a C-WECS permit must be issued by the Woodbury County Board of Supervisors. For purposes of this paragraph, the installation of MET towers and access roads associated with a C-WECS project shall not be deemed construction activities requiring a C-WECS permit; provided that any such tower or road must be installed in compliance with all other applicable county ordinances and regulations.

2. **Application.** The Woodbury County Community and Economic Development (CED) Department will supply a permit application form to be used by any person seeking to construct a C-WECS project. Each project shall require a separate application. The application shall contain:
- A. The name, address, W-9 and EIN of the applicant, as well as the proposed owners or operators of the project, including the contact information (name, address, telephone and email) of their authorized representatives. The application shall designate the entity who will be the permit holder of the C-WECS permit.
 - B. A Certified Abstractor's list of the names and addresses of all property owners (i) located within the project area, and (ii) located within 5,280 feet of any turbine in the project.
 - C. A final development plan for the project, which shall contain aerial photographs of the entire proposed project area, showing the approximate proposed location of the turbines, private access roads, feeder lines, substations and all other components of the project. The plan shall show property lines and setback distances under Section 6, as well as all public roads and public drainage district facilities (i.e. – ditches and underground tiles) in the project area. The plan shall also identify any other turbines, communication antennae, and airports (including private airstrips) located within five (5) miles of the project area; and all lakes, permanent water courses and Public Conservation Areas within three (3) miles of the project area boundaries. In providing the above information, the plan shall use a GPS coordinate system that is compatible with the County's geographical information and data systems. The plan shall also include a mailing address for the owner of each communication antennae identified.
 - D. Project details, including the name of the project, anticipated number, generating capacity, tower height, and rotor diameter of the turbines. The final number, generating capacity, tower height, and rotor diameter must be provided in the final development plan.
 - E. Documentation of applicant's legal control over the private property necessary for the project, signed by the property owner. Such legal control must vest in the permit holder of the C-WECS permit at the time of its issuance.
 - F. A description of the public roads anticipated to be used during all phases of construction, as well as for access to material storage sites and staging areas. As set forth in Section 6, before construction commences on a project, all public road and public drainage district crossings must be provided to the County Engineer, and approved for compliance with the County's Road Use and Public Drainage System Protection Agreements

- G. A permit fee equal to \$1,000.00 for each turbine in a C-WECS project, to be paid upon receipt of the final C-WECS permit application.
- H. Any FAA, FCC, or other state or federal permits or approvals that are necessary for the project. Applicant shall submit a copy of the actual permit application, or proof that the permit has been filed with the appropriate agency.
- J. A decommissioning plan pursuant to Section 7.
- K. Such additional information as the County may request due to the unique circumstances with the project. Applicants are encouraged to have on-going discussions with the County CED staff and County Engineer during preparation of the application.

3. **County Staff Review.** Completed C-WECS permit applications shall be filed with the CED Department. The CED staff shall promptly provide a copy of the application to the County Engineer, County Finance Controller, County Emergency Management Director, and any other relevant county staff for review. Upon determination by the CED Director that the requirements of this Ordinance have been satisfied, the completed C-WECS permit application and any/all necessary supporting documentation shall be presented to the Woodbury County Board of Supervisors for approval. If the CED Director determines that the application lacks the required information provided in Section 5, the CED Director shall then provide the applicant’s authorized representative written Notice of the deficiency. The applicant may refile an amended application once the deficiencies have been resolved.
4. **Public Hearing Required.** Upon completion of the County’s review of the application, the County shall schedule a public hearing to be held no later than thirty (30) days after the County has deemed the application complete. Representatives of the C-WECS permit holder who are familiar with all aspects of the project must be present at the public hearing.
5. **Notice of Public Hearing.** In accordance with Iowa Code Chapter 21, the CED Department shall provide a notice of the filing in substantially the following form for each public hearing:

PUBLIC NOTICE

Notice is hereby given that (name of applicant) has filed a completed application with Woodbury County to build a commercial windfarm to be located in (list Township names and section numbers). The windfarm is projected to have _____ individual turbines that are being reviewed by the County. The Woodbury County Board of Supervisors shall hold a Public Hearing on this application in the Woodbury County Courthouse, Board of Supervisors Meeting Room, located in the basement of 620 Douglas Street, Sioux City, IA 51101, on: (Day, Month, Year) at (Time).

The Notice of Filing shall be:

- A. Published by the CED Department once for two consecutive weeks in one or more newspapers, as defined in Iowa Code Section 618.3, published in and having general

circulation in Woodbury County, which has been identified as the following currently existing newspaper: Sioux City Journal; and

- B. Mailed by the CED Department to each landowner identified in the application pursuant to paragraph 2. B. and to each city located within one (1) mile of the project area; and
- C. Mailed by the CED Department to the owners of the Public Conservation Areas and all communication and other antenna identified in the application.
- D. All costs of mailing and publication shall be paid by applicant to the CED Department in advance.

6. **Approval by Board of Supervisors.** In considering whether to approve an application for a C-WECS permit, the Board of Supervisors shall proceed according to the following format:

- A. Within thirty (30) days following the C-WECS permit application being deemed complete, the Supervisors shall review it for completeness and compliance with this Ordinance.
- B. The Supervisors shall establish findings of fact based upon information contained in the application, the staff report and information gathered at the public hearings.
- C. The Supervisors shall consider such reasonable requirements or conditions to the C-WECS permit as will ensure the development will satisfy the requirements of this Ordinance.
- D. If the Supervisors conclude that all such criteria have been met, the application may be approved by Resolution.
- E. Without limiting the foregoing, the Supervisors may attach to a C-WECS permit conditions it deems necessary to protect the health, safety, and general welfare of the public; and, if the applicant is agreeable to such conditions, the Supervisors may approve the application by Resolution.
- F. The Resolution shall direct the CED Director to issue an approved C-WECS permit.

7. **Modifications.** The location of components may be modified from the final development plan when necessary to address exigencies encountered during construction, subject to the following limitations:

- A. Any such modification shall remain subject to all setbacks and other requirements set forth in this Ordinance and the Ancillary Agreements in Section 8; and

- B. The location of turbines and project substations can only be modified from the final development plan with approval of the CED Director if the proposed relocation is 300 feet or less; or, for such modifications exceeding 300 feet, with the approval of the Board of Supervisors. Approval of a turbine or project substation modification by the CED Director or the Board of Supervisors shall be deemed an approved amendment to the final development plan and automatically amend the C-WECS permit; and
- C. Within 30 days from the completion of the project, the C-WECS permit holder shall revise the final development plan to show the exact “as-built” coordinates for all components, including any modifications. Failure to timely provide such coordinates shall be a material violation of this Ordinance.

Section 6 – Siting and Design Standards

- 1. **Setbacks.** All turbines and project substations shall observe the following setbacks:

[Note – all measurements shall be from the center point of the tower (or from the nearest above-ground non-fence structure at a substation site) to the nearest point on any occupied residence, occupied non-residential building, or confinement feeding operation building; or to the nearest property line of any other protected area.]

A.

<u>Protected Area</u>	<u>Set Back Requirement</u>
Adjacent Property Lines	110% of total height
Occupied Residence	600 feet or 110% of total height (whichever is greater)
Unoccupied Non-Residential Building	110% of total height
Confinement Feeding Operation Building	110% of total height
Public Road Right-of-Way	600 feet or 110% of total height (whichever is greater)
Public Drainage District Right-of-Way	
Open Ditch	300 feet
Tile (centerline)	100 feet
Public Conservation Area	600 feet or 110% of total height (whichever is greater)
Cemetery	600 feet
City Limits	600 feet
Airports (public and private)	FAA consultation and determination required

B. Public and Private Airport Setbacks.

- 1. The following landing areas shall be considered for purposes of this Ordinance airports if, prior to the initial filing date of the Notice, are in operation or to which a sponsor has a valid Certificate of Site Approval as set forth in Iowa Administrative Code Rules 761-720.4 and 761-720.5:
 - A. A public-use airport as defined in Iowa Code Sections 329.1(1) and Iowa Administrative Code Rule 761-720.2; or
 - B. A private-use airport as defined in Iowa Code Section 329.1(1) and Iowa Administrative Code Rule 761-720.2 that had: (i) obtained all necessary local,

state, and federal approvals to construct and operate as a private-use airport; and
(ii) received an airport identification assignment from the Federal Aviation Administration (“FAA”) pursuant to Federal Aviation Regulations Part 157.

2. The setback distance for airports shall be governed by the rules and regulations of the Federal Aviation Administration (“FAA”) and/or any laws or rules of the State of Iowa that are applicable. An applicant shall not construct a turbine in violation thereof.

2. **Setback Waivers.** Property owners and municipalities may request a waiver from the setbacks as established in this Ordinance, except for the following protected areas: airports, cemeteries, public conservation areas, and public road rights-of-way.

PROVIDED, a waiver shall not alter any other non-waived setback requirement.

To effectuate such a waiver, the applicant must provide the CED Department with a recordable instrument signed by all owner(s) (or the controlling governmental entity) of the affected protected area that specifically identifies the nature and extent of the waiver. All waivers must be approved by the Board of Supervisors for compliance with this Ordinance; and upon such approval, shall be recorded in the office of the Woodbury County Recorder by the applicant.

3. **Color and finish.** All turbines and towers that are part of a C-WECS shall be white or grey. Finishes shall be matte or non-reflective.
4. **Lighting.** Lighting, including lighting intensity and frequency of strobes, shall adhere to but not exceed requirements established by the FAA permits and regulations. Red strobe lights shall be used during nighttime illumination to reduce impacts on neighboring uses and migratory birds. Red pulsating incandescent lights are not permitted.
5. **Signage.** All turbine sites shall be required to have individual 911 rural address signs at each access road. All other signs except those required for safety and directional purposes (or otherwise authorized by the County) shall be prohibited in the project area.

Section 7 – Discontinuance/Decommissioning

A WECS shall be considered a discontinued use after one (1) year without energy production, unless a plan is developed and submitted to the CED Director outlining the steps and schedule for returning the WECS to service. Discontinued use does not apply to the pre-construction or construction period and shall be measured from the initial commercial energy production and operation of the C-WECS project. All C-WECS and accessory facilities shall be removed to a depth of four (4) feet below ground level within one (1) year of discontinuation of use.

1. Each project shall have decommissioning plan approved by the Board of Supervisors. Such plan shall contain:

- A. A description of the project components, sequence and description of the activities and cost estimates required to remove same in compliance with this Section.
- B. The cost estimates shall be made by a professional engineer licensed in the State of Iowa. The plan shall also identify the financial resources that will be available to pay for the decommissioning and removal of the C-WECS and accessory facilities. The County reserves the right to verify that adequate decommissioning terms are contained in the landowner's lease or easement.
- C. Cash, an irrevocable letter of credit, or a performance bond running in favor of the County in an amount no less than the total estimated net removal/restoration costs as determined by said report. Said security must be in place at the time the project is completed, and must remain in effect until decommissioning is completed. No such security shall be cancelable without notice to the Board of Supervisors. Each year, the C-WECS permit holder shall provide proof that such security is in effect at the same time as the annual report to the County Assessor is made for purposes of the real estate tax assessment.
- D. The report prepared under c.) above shall be updated and provided to the Supervisors (i) at least every five (5) years, and (ii) upon any proposed transfer of the C-WECS permit. Should any update indicate a change in the decommissioning costs, the security required under c.) above shall be adjusted accordingly.
- E. No transfer/assignment of the C-WECS permit shall be effective without a corresponding transfer/assignment of the obligations and financial security required under the decommissioning plan, as approved by the Board of Supervisors.

Section 8 – Ancillary Agreements/Procedures

Issuance of a C-WECS permit is strictly conditioned on the applicant executing and adhering to the following:

1. **Roads.** Applicants shall adhere to the Woodbury County Road Use and Repair Agreement, and in doing so, shall identify all roads to be used for the purpose of transporting WECS, substation parts, cement, and/or equipment for construction, operation or maintenance of the WECS and obtain applicable weight and size permits from the impacted road authorities prior to construction.
2. **Existing Road Conditions.** Applicants shall conduct a pre-construction survey, in coordination with the impacted local road authorities to determine existing conditions of roads identified pursuant to Section 8.1. The survey shall include photographs or video and written documentation of the condition of the identified road facilities. The applicant is responsible for on-going road maintenance and dust control measures identified by the County Engineer during all phases of construction.

3. **Drainage System.** Applicants shall adhere to the Woodbury County Public Drainage System Protection Agreement, and in doing so, shall be responsible for immediate repair of damage to public drainage systems stemming from construction, operation or maintenance of WECS (where required).
4. **Post Completion Survey.** Applicants and the County Engineer will meet upon completion of the project and agree as to the necessary action needed to return roads to the existing road conditions as identified in Section 8.1 and 8.2.
5. **Required Financial Security.** Applicants shall be responsible for restoring or paying damages as agreed to by the applicable road authority sufficient to restore the identified roads, bridges, and associated infrastructure to preconstruction conditions. Financial security in a manner reviewed by the County Financial Controller and the County Engineer, and approved by the Board of Supervisors, shall be submitted covering 130% of the costs of all required improvements. This requirement may be waived or modified by the Board of Supervisors upon recommendation from the County Engineer.
6. **Safety.** All wiring between wind turbines and the C-WECS substation shall be underground. If the developer can demonstrate the need for an overhead line and the acceptance of landowners for this line, such option may be approved conditionally by the Board of Supervisors. Wind turbines and meteorological towers shall not be climbable up to fifteen (15) feet above ground level. All access doors to wind turbines and meteorological towers and electrical equipment shall be locked when not being serviced. Appropriate warning signage shall be placed on wind turbine towers, electrical equipment, and C-WECS entrances. For all WECS, the manufacturer's engineer or another qualified engineer shall certify that the turbine, foundation and tower design of the WECS is within accepted professional standards, given local soil and climate conditions.
7. **Guyed Towers.** For all guyed towers, visible and reflective objects, such as plastic sleeves, reflectors or tape, shall be placed on the guy wire anchor points and along the outer and innermost guy wires up to a height of eight (8) feet above the ground. Visible fencing shall be installed around anchor points of guy wires.
8. **Emergency Response Plan.** An Emergency Response Plan (ER Plan) provided by applicant shall be reviewed by the County's Director of Emergency Management and the Director of Emergency Services, and shall be approved by the Board of Supervisors. Said ER Plan shall contain response procedures to be followed in the event of a fire, collapse, personal injury, or other emergency at a project. The ER Plan shall contain 24-hour emergency contact information for the project
9. **Electrical Codes and Standards.** All WECS and accessory equipment and facilities shall comply with the National Electrical Code and other applicable standards.
10. **Uniform Building Code.** All WECS shall comply with the State Building Code adopted by the State of Iowa.

Section 9 – Effect and Transferability of C-WECS Permit

1. No construction activities on a project may begin until a C-WECS permit has been issued, except as permitted in Section 5.1.
2. Any material violation of any provision of this Ordinance that remains uncured after thirty (30) days' written notice from the County to the permit holder shall be grounds for revocation of the C-WECS permit.
3. If construction on the project has not begun within eighteen (18) months from the issuance date of the approved C-WECS permit, the C-WECS permit shall be automatically revoked without further action by the County. In such event, no work on the project may take place unless and until a new C-WECS permit is issued, and any portion of the project then completed shall be deemed a discontinued use.
4. Only the holder of the C-WECS permit shall own the project, and such holder shall be the entity responsible for observing all requirements of this Ordinance. The permit holder shall be responsible to maintain all components of the C-WECS project in good repair, and in compliance with this Ordinance and the Ancillary Agreements listed in Section 8.
5. No C-WECS permit shall be transferred or assigned, voluntarily or involuntarily, without the written approval of the Woodbury County Board of Supervisors, which consent may be withheld unless and until the Board is satisfied that a proposed transferee has the financial and operational responsibility to assume all obligations required of the permit holder under this Ordinance and the Ancillary Agreements listed in Section 8. Requests for approval of a C-WECS permit transfer shall be directed to the CED Director.

Section 10 – Miscellaneous

1. **Condemnation Waiver.** Issuance of a C-WECS permit shall be conditioned on the permit holder's enforceable promise, supported by the consideration of the issuance of the C-WECS permit, that the permit holder shall never use, or seek to use, eminent domain to acquire any real property interests to construct or operate the project.
2. In any action brought by the County against the permit holder of a C-WECS permit to enforce the provisions of this Ordinance, the County shall be entitled to recover its reasonable attorney fees and court costs as may be awarded by the decision-making tribunal.

Section 11 – Severability Clause

If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of this Ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 12 – Repealer

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 13 – Date of Effect

This Ordinance shall become effective upon its passage by the Board at three meetings and published as required by Iowa Code §331.302(8).

Adopted and passed by the Woodbury County Board of Supervisors on this ____ day of _____ 2021.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS:

ATTEST:

Rocky De Witt, Chairman

Patrick Gill, Woodbury County Auditor

Matthew Ung, Vice Chairman

Mark Monson

Keith Radig

Justin Wright

<u>Adoption Timeline</u>
_____ : Public Hearing and 1 st Reading
_____ : Public Hearing and 2 nd Reading
_____ : Public Hearing, 3 rd Reading, and Ordinance Adoption
_____ : Published/Effective Date

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

Date: 6/10/2021 Weekly Agenda Date: 6/15/2021

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

WORDING FOR AGENDA ITEM:

Award quotes for a wheel loader for the secondary road department

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting a quotation for one, new wheel loader for purchase.

BACKGROUND:

The county owns 9 wheel loaders that are used for material loading, minor grading and snow removal. This year the new loader replaces an aging John Deere loader for the Hornick district.

FINANCIAL IMPACT:

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

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

Yes No

RECOMMENDATION:

Recommend that the board award the quote from Ziegler Caterpillar for a new 950GC front end loader.

ACTION REQUIRED / PROPOSED MOTION:

Motion that the board award the quote from Ziegler Caterpillar for a new 950GC front end loader for \$210,983.

2021/2022 AWD Wheel Loader w/bucket, quick coupler

May 18, 2021

	TranSource Truck & Equipment Inc. 901 E. 60th Street North Sioux Falls, SD 57104	Road Machinery & Supplies Co. 1400 N. Hwy 75 Sioux City, IA 51105	Murphy Tractor & Equipment 4900 Harbor Drive Sioux City, IA 51111	Titan Machinery 5601 Harbor Drive Sioux City, IA 51111
Trade In Machine	#527-1993 John Deere 644G	#527-1993 John Deere 644G	#527-1993 John Deere 644G	#527-1993 John Deere 644G
Brand Name & Model	Volvo L110H	Komatsu WA380-8	John Deere 644P	Case 921G
Purchase Price of Machine	\$248,500.00	\$242,400.00	\$266,450.00	\$269,900.00
Less Trade #527	\$28,000.00	\$28,880.00	\$34,000.00	\$25,000.00
Net Price Of Machine	\$220,500.00	\$213,520.00	\$232,450.00	\$244,900.00
Outright purchase of #527				
	Ziegler Cat 5300 Harbor Drive Sioux City, IA 51111	Rueter's 4730 S. York St. Sioux City, IA 51106		
Trade In Machine	#527-1993 John Deere 644G	#527-1993 John Deere 644G		
Brand Name & Model	Caterpillar 950 GC	Hyundai HL960A		
Purchase Price of Machine	\$231,983.00	\$200,400.00		
Less Trade #527	\$21,000.00	\$25,000.00		
Net Price Of Machine	\$210,983.00	\$175,400.00		
Outright purchase of #527				

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

Date: 6-7-21

Weekly Agenda Date: 6-15-21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Chad Sheehan

WORDING FOR AGENDA ITEM:

Information and approval on a joint purchase of a new Record Management System (RMS) with the City of Sioux City and WCICC

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Comments:

The Woodbury County Sheriff's Office, the Sioux City Police Department and the Woodbury County Communications Center work within an AS/400 computer environment to database information. Each agency then utilizes a component of the HTE/Sungard product named, CRIMES, JALAN and CAD. The systems are separate but work together to provide dispatching services, law enforcement records management and the jail's arrest, booking and record keeping functions among many other things. The system(s) were purchased nearly twenty years ago and have greatly exceeded their useful life. While the systems serve to database our information, they do little else.

The iteration of product currently in use, is the oldest past offering of HTE/Sungard and has been replaced with entirely new systems many times since our original purchase. HTE/Sungard itself has undergone several different makeovers during this period and is now called Central Square. The products currently in use are still supported but are no longer being developed. Arguably, they were never developed beyond the originally purchased product, with the exception of patching to more current outside software packages.

BACKGROUND:

Technology has outpaced our current system. Information that takes many minutes to find currently, can be found in a fraction of the time. Moreover, information that we currently have, but are unable to draw connections between, becomes available due to the advancement in algorithms that compare data.

Digital information such as pictures cannot be transmitted or even stored in our current system. The communications center also lacks the ability to receive digital information from callers such as pictures and video. The currently available RMS Systems also provide additional features that would advance our efforts towards a seamless, paperless reporting system.

Each agency listed shares in the costs of the current system. A future purchase would require the participation of those agencies. Even before that, a commitment must be made to move forward in the process. To date, both the Sioux City Police Department and the Communications Center have expressed interest, after seeing the potential improvements. Conversations with SCPD have centered around a 50/50 cost sharing arrangement for purchase, licensing and support.

FINANCIAL IMPACT:

The overall cost of the project is \$1.5 million. The county's share of the cost is \$750,000.

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:

Discussion and action to use the proposed CIP request to fund this project.

ACTION REQUIRED / PROPOSED MOTION:

Discussion and action to use the proposed CIP request to fund this project.



Ahlers & Cooney, P.C.
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Jason L. Comisky

515.246.0337

jcomisky@ahlerslaw.com

June 8, 2021

Via E-Mail Only

Mr. Dennis Butler
Finance/Budget Director
Woodbury County Courthouse
620 Douglas Street, Room 104
Sioux City, Iowa 51101

Re: Woodbury County, State of Iowa
\$1,800,000 General Obligation Capital Loan Notes, Series 2021

Dear Dennis:

Enclosed are documents to complete Board action in connection with the authorization for the issuance of the above Notes. **Please print additional copies for execution as indicated in the following itemization of authorizing documents.**

1. The Board procedure consists of the following:

(a) Resolution authorizing the issuance of the Notes.

The resolution also incorporates by reference the form of the Tax Exemption Certificate.

There are blank spaces appearing in the form of Note set out in the resolution. These need not be completed but may be left blank as a guide since different amounts, dates and percents will be inserted within the blank spaces.

The resolution must be adopted by an affirmative vote equal to a majority of the full Board membership. **Please return one executed copy to us for the transcript.**

(b) Tax Exemption Certificate. The Tax Exemption Certificate sets out in detail a number of facts, promises and obligations which must be met and agreed to by the County in order to maintain these Notes as tax exempt. This Certificate may contain some blank spaces relating to matters of information dependent upon the resale price of the Notes which are not known and available at this time. The information will be calculated and added to this certificate prior to closing and completed copies of pages with blank spaces will be provided to you. This certificate should be **SIGNED BUT NOT DATED. Please return three (3) executed copies to us for the transcript.**

2. Closing Certificates and Documents:

(a) Loan Agreement. **Please execute and return three (3) copies to our office.** We will obtain the purchaser's signature and provide you with a fully executed copy of the Loan Agreement after closing.

(b) Original Note. The Note will be delivered under separate cover.

(c) Delivery Certificate. This certificate also should be signed, BUT NOT DATED. Please complete and confirm the financial data on page 2, execute and **return two executed copies to us for the transcript.** An executed copy will be provided to you after closing.

(d) Transcript Certificate. This certificate is to be executed and sealed in the manner indicated on the second page and may be dated at the time of completion. A notary attestation for all official signatures is required. **Please execute and return two copies to us for the transcript.** An executed copy will be provided to you after closing.

(e) County Auditor's Certificate. A true copy of the authorizing resolution as adopted is to be certified and filed with the Auditor of Woodbury County. Please certify to such filing on the certificate. **Please return one executed copy to us for the transcript.**

(f) Form 8038-G -- Information Return for Tax Exempt Governmental Obligations. The 8038-G will be delivered under separate cover.

Tax Exemption

The Tax Exemption Certificate is an important document and contains important information concerning the calculated yield on the Notes and a number of covenants and obligations on the part of the County. This certificate should be retained along with all of your records regarding the use of proceeds, expenditure dates and investment information needed to comply with IRS guidelines. I will not attempt to summarize all of the matters which are included in this certificate but I do want to point out some important ones.

Tax exemption is based in part upon the fact that the use of the facilities to be acquired by the County with the proceeds will be for the benefit of the public and will not be used in the private trade or business of any business or non-tax-exempt entity. The properties acquired with the Note proceeds must not be sold or diverted to any private or nonpublic use unless the significance of that action is reviewed by bond counsel.

The Tax Exemption Certificate sets forth the best knowledge and belief which you have as of today concerning the timely expenditure of the proceeds as the County reasonably expects expenditures to occur. If for any reason the County finds it will be prevented from expending the Note proceeds fully within three years, that matter should be referred to us.

These Notes are also issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes for construction purposes within two (2) years of issuance and meet the other requirements of the two-year expenditure exemption from the rebate provisions.

These Notes are also issued under the expectation that the County will be exempt from the requirement to rebate arbitrage earnings to the United States Government since you intend to spend the proceeds of the Notes within 18 months of issuance in accordance with the schedule described in Section 3.3 of the Tax Exemption Certificate.

There are a number of other general promises and commitments by the County to take or refrain from action, which are necessary to maintain the tax exemption of these Notes. You should recognize that these promises and commitments are required of the County on an ongoing basis and that the possibility of some additional future action does exist.

Closing Matters.

As you know, closing of this issue is scheduled to occur on or about June 29, 2021. At the time of closing, the "Purchaser's" copies of the above items will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

Please return executed documents to us by June 22, 2021 to allow sufficient time for review prior to closing.

Should you have any questions, or if we can be of any assistance in completing the enclosed items, please don't hesitate to contact me.

Ahlers & Cooney, P.C.

Sincerely,



Jason L. Comisky
FOR THE FIRM

JLC:ks

Enclosures

cc: Tina Bertrand (via email)
Karen James (via email)
Heather Satterwhite (via email)

ITEMS TO INCLUDE ON AGENDA FOR JUNE 15, 2021

WOODBURY COUNTY, IOWA

\$1,800,000 General Obligation Capital Loan Notes, Series 2021

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COUNTY.

June 15, 2021

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Basement Boardroom, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa*, at _____ .M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* Due to COVID-19, this meeting was conducted electronically pursuant to Iowa Code Section 21.8. Participation was available via the internet or telephonically, as follows:

Internet access: <https://www.youtube.com/user/woodburycountyiowa>

Telephone access: 712-224-6014

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Board Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared said Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$1,800,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is a political subdivision, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,094,445 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the Issuer is in need of funds to pay costs of the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment, essential county

purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$630,111 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code of Iowa, this Board has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the County is in need of funds to pay costs of equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens, general county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$75,444 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population in excess of 50,000, and the Notes for these purposes do not exceed \$300,000; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.442 of the Code of Iowa, the Board of the County has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general county purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Board is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 331.445 of the Code of Iowa, it is hereby found and determined that the various general obligation capital loan notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$1,800,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$1,800,000 General Obligation Capital Loan Notes, Series 2021, authorized to be issued by this Resolution.

- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean the costs of (a) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse; (b) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment; and (c) equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in Woodbury County, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$373,944*	2021/2022
\$ 372,096	2022/2023
\$ 369,072	2023/2024
\$ 366,048	2024/2025
\$ 363,024	2025/2026

*Payable from available cash on hand.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Woodbury County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended

therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the County in the amount of \$1,800,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021", be dated June 29, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Auditor, and impressed or printed with the seal of the County and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1st
\$1,800,000	0.840%	2026*

*Term Notes

b) Redemption.

i. Optional Redemption. The Notes may be called at any time for optional redemption by the Issuer on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

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ii. Mandatory Payment and Redemption of Term Notes. All Term Notes are subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note:

Principal Amount	Interest Rate	Maturity June 1st
\$360,000	0.840%	2022
\$360,000	0.840%	2023
\$360,000	0.840%	2024
\$360,000	0.840%	2025
\$360,000	0.840%	2026*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The County Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or

denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Auditor shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WOODBURY"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2021"
COUNTY PURPOSE

Rate: 0.840%
Maturity: June 1, 2026
Note Date: June 29, 2021
CUSIP No.: N/A
"Registered"
Certificate No. 1
Principal Amount: \$1,800,000

Woodbury County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2021, and semiannually thereafter on the 1st day of June and December in each year as set forth in the Debt Service Schedule attached hereto and incorporated herein by this reference.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa, for the purpose of paying costs of (a) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse; (b) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment; and (c) equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

The Notes may be called at any time for optional redemption by the Issuer on any date, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption

date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

The Note maturing on June 1, 2026 is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 0.840% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$360,000	2022
\$360,000	2023
\$360,000	2024
\$360,000	2025
\$360,000	2026*

*Final Maturity

The principal amount of Term Notes may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Notes credited against future mandatory redemption requirements for such Term Notes in such order as the County shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest;

and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Board, has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its County Auditor, with the seal of the County printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, the County Treasurer, Woodbury County, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar
Woodbury County, Iowa

By: _____
Authorized Signature
Registrar and Transfer Agent: County Treasurer
Paying Agent: County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: _____ (manual or facsimile signature)
Chairperson

ATTEST:

By: _____ (manual or facsimile signature)
County Auditor

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor. The Chairperson and County Auditor are authorized and directed to execute, attest, seal and deliver for and on behalf of the County any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said County and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The County Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants,

representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 20. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 15th day of June, 2021.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned County Auditor of Woodbury County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2021.

County Auditor, Woodbury County, State of Iowa

(SEAL)

[Page Holder for Debt Service Schedule]

TAX EXEMPTION CERTIFICATE

of

WOODBURY COUNTY, STATE OF IOWA, ISSUER

\$1,800,000 General Obligation Capital Loan Notes, Series 2021

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

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TAX EXEMPTION CERTIFICATE

WOODBURY COUNTY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on June 29, 2021, by Woodbury County, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$1,800,000 General Obligation Capital Loan Notes, Series 2021 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$1,800,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2021, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the Loan Agreement as the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$1,800,000, as set forth in Exhibit A.
- "Issuer" means Woodbury County, a municipal corporation in the State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$90,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the (a) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse; (b) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment; and (c) equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means Security National Bank of Sioux City, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds",

including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on June 15, 2021, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the Bond Purchase Agreement.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds of \$1,800,000, received at Closing are expected to be deposited and expended as follows:

(a) \$ -0- representing pre-issuance accrued interest will be deposited into the Bond Fund and will be used to pay a portion of the interest accruing on the Bonds on the first interest payment date; and

(b) \$7,000 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) \$1,793,000 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of (a) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse; (b) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment; and (c) equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 0.840040 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.]

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such

records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer

will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in any Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a

courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the

effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

County Treasurer, Woodbury County, State of
Iowa

(SEAL)

EXHIBIT "A"

WOODBURY COUNTY, STATE OF IOWA
\$1,800,000
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of Security National Bank of Sioux City, Iowa, (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Bonds").

1. ***Purchase of the Bonds.*** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$1,800,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

a) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

b) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Ahlers & Cooney, P.C. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Security National Bank, Sioux City, Iowa, as
Purchaser

By: _____

Name: _____

Dated: June 29, 2021.

[Issue Price Certificate\Woodbury County, IA - \$1,800,000 General Obligation Capital Loan Notes, Series 2021]

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the _____ of Woodbury County, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by Woodbury County, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$1,800,000 General Obligation Capital Loan Notes, Series 2021, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this _____ day of _____, 2021.

WOODBURY COUNTY, IOWA

By: _____

Title: _____

LOAN AGREEMENT

This Loan Agreement is entered into as of the 29th day of June, 2021, by and between Woodbury County, State of Iowa (the "County") acting through its Board of Supervisors (the "Board") and Security National Bank of Sioux City, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the County the sum of \$1,800,000, and the County's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Note, Series 2021, in the aggregate principal amount of \$1,800,000 (the "Note").

2. The loan proceeds shall be used to pay costs of (a) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to chiller for the Courthouse; (b) the erection, equipment, remodeling, or reconstruction of, and additions or extensions to public buildings, including the site or grounds thereof and including, but not limited to structural and foundation repairs, computer software for the Sheriff, computer hardware and software equipment; and (c) equipping emergency management services with a vehicle and turnout gear that is necessary for the operation of the county or the health and welfare of its citizens (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Note on December 1, 2021.

3. The County agrees to repay the loan and interest thereon as hereinafter provided. The Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the County's obligation to repay the amounts payable hereunder. The Note shall be dated June 29, 2021, shall bear interest payable December 1, 2021, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.

4. The Board has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Note and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Note and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the County and provision has been made in the Resolution for the levy and collection of such tax.

5. The County may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Note which are at the time of their issuance on a parity and equality of rank with the Note with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the County including this Loan Agreement and Note issued hereunder does not exceed the Constitutional or statutory limitations.

6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the County, the Note or the Project is being prepared or authorized by the County in connection with the issuance of the Note and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the County, the Project and the Note and the security therefore.

(b) The Lender is acquiring the Note for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Note.

(c) The Lender understands that the Note (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Note or make any change in registration of any of the Note without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The County may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the County determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender agrees that should it sell the Note to Institutional Investors, such sale will not be made and no transfer and registration will be completed until an Investment Letter in the form attached hereto as Exhibit "A" has been executed by such Institutional Investor and such letter is furnished to the Registrar and the Transfer Agent for the Note and all conditions of the Investment Letter and this Agreement are satisfied.

7. The Lender and the County represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the County.

8. This Loan Agreement is executed pursuant to the provisions of Sections 331.402, 331.442, 331.443 and 331.445 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

WOODBURY COUNTY, STATE OF IOWA
(County)

By: _____
Chairperson

ATTEST:

By: _____
County Auditor

(SEAL)

01897792-1\18799-036

SECURITY NATIONAL BANK (Lender)

By: _____
(Signature)

(Name)

(Title)

[Loan Agreement/Woodbury County - \$1,800,000 General Obligation Capital Loan Note, Series 2021]

WOODBURY COUNTY, IOWA

Dated Date = 06/29/2021

\$1,800,000 GO Capital Loan Notes, Series 2021
(Not BQ) 18799.036

Delivery Date = 06/29/2021

Maturity Dates	Maturing Amount	Coupon Rate	Interest Amount	Total Debt Service
12/01/2021			6,384.00	6,384.00
06/01/2022	360,000.00	0.840000	7,560.00	367,560.00
12/01/2022			6,048.00	6,048.00
06/01/2023	360,000.00	0.840000	6,048.00	366,048.00
12/01/2023			4,536.00	4,536.00
06/01/2024	360,000.00	0.840000	4,536.00	364,536.00
12/01/2024			3,024.00	3,024.00
06/01/2025	360,000.00	0.840000	3,024.00	363,024.00
12/01/2025			1,512.00	1,512.00
06/01/2026	360,000.00	0.840000	1,512.00	361,512.00
	\$1,800,000.00		\$44,184.00	\$1,844,184.00
Acc Int Totals			\$44,184.00	\$1,844,184.00
Average Coupon	0.84000000%			
Average Life	2.922 yrs			

(Form of Investment Letter)

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, IA 50309

Woodbury County, Iowa
822 Douglas Street
Sioux City, Iowa 51101

RE: Woodbury County, Iowa - \$1,800,000 General Obligation Capital Loan Notes,
Series 2021

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our participation in the purchase of the General Obligation Capital Loan Notes, Series 2021, in the aggregate principal amount of \$1,800,000 referred to above (the “Notes”), dated June 29, 2021, issued by Woodbury County, Iowa (the “Issuer”).

The business of the undersigned is banking. As an Institutional Investor, as hereinafter defined, the bank has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by its purchase of the Notes. It is able to bear the economic risks represented by its purchase of the Notes.

The bank has made inquiry and analysis with respect to the Issuer and other material factors affecting the credit of the Issuer and the likelihood of the payment of the Notes. It acknowledges that it has been furnished with copies of all legal documents pertaining to this issue. It further acknowledges that it has been offered access to all information relating to the financial data and business of the Issuer, as well as such other information as the undersigned deems necessary or appropriate as a prudent and knowledgeable investor in evaluating the purchase of the Notes. The Issuer has agreed, upon request, to provide copies of its annual audit.

Neither the Issuer nor its officers, Board members, or employees or agents has made any representation or warranty concerning the financial position or business condition of the Issuer, nor have any of them represented or warranted the correctness of any offering materials furnished by the Issuer in connection with its purchase of the Notes. The bank has not relied upon the Issuer or its officers, Board members, or employees or agents as to the accuracy or completeness of such information. As a sophisticated investor, the bank has made its decision to purchase the Notes based solely upon such information and its own inquiry and analysis.

The bank is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. It acknowledges that the Notes have not been registered under the securities laws of the United States or any state thereof, and hereby covenants and agrees that it

will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

The bank represents it is purchasing the Notes for its own account (or related subsidiary or affiliate corporation) for Investment (and not on behalf of another) and has no present intention of reselling the Notes or dividing its interest therein, either currently or after passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes at some future date determined by it, subject to the provisions of the Loan Agreement which is attached hereto and incorporated herein by reference. It has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes.

The bank agrees that it will not furnish to any third person information furnished to it by or on behalf of the Issuer and designated as confidential except as permitted and provided in the Notes.

This letter shall be binding upon the undersigned and its successors and assigns.

Very Truly Yours,

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting County Auditor of Woodbury County, State of Iowa, and that as such Auditor I have in my possession or have access to the complete corporate records of the County and of its Board and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$1,800,000 General Obligation Capital Loan Notes, Series 2021, of the County dated June 29, 2021, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the Board of Supervisors consists of a Chairperson and five (5) Board Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that according to the records in my office, the named members of the Board were duly and regularly elected to such office, and were, during all of the year 2021, and now are, the legally elected, constituted and acting Board of Supervisors of the County.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the County officers and Board Members to their official positions.

I further certify that all meetings of the Board of Supervisors of the County at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Board all pursuant to the provisions and in accordance with the conditions of the local rules of the Board and Chapter 21, Code of Iowa.

I further certify that no County officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the County hereto attached this _____ day of _____, 2021, at Woodbury County, Iowa.

County Auditor, Woodbury County, State of
Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the County, possessed of the offices as designated below, to-wit:

Chairperson: Rocky De Witt

(Original Signature)

Auditor: Patrick F. Gill

(Original Signature)

County Treasurer: Tina M. Bertrand

(Original Signature)

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

Subscribed and sworn to before me by Rocky De Witt, Patrick F. Gill and Tina M. Bertrand on this _____ day of _____, 2021.

Notary Public in and for Woodbury County,
Iowa

(SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Woodbury County, State of Iowa, hereby certify that on the _____ day of _____, 2021 there was filed in my office the Resolution of the Board of Supervisors of Woodbury County, State of Iowa, adopted on the 15th day of June, 2021, the Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$1,800,000 of General Obligation Capital Loan Notes, Series 2021, and levying a tax therefor, dated June 29, 2021, and authorizing the issuance of the Notes above described.

(COUNTY SEAL)

County Auditor of Woodbury County, State of
Iowa