



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(JULY 06, 2021) (WEEK 27 OF 2021)**

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

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

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

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held July 06, 2021 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

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**AGENDA**

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

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

**Consent Agenda**

**Items 3 through 5 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 29, 2021 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Approval of purchase for the Cyber Liability Insurance policy for FY 21/22

**End Consent Agenda**

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|--|--|-------------|
| 6. Board Administration – Dennis Butler  |  |             |
| a. Approval of Appropriation Resolution for FY 2022  |  | Action      |
| b. Approval of resolutions for Inter-Fund Operating Transfers for FY 2022                      |  | Action      |
| 7. County Auditor – Patrick Gill   |  |             |
| Approval to select and approve a proposal to provide Electronic Poll Books for Woodbury County |  | Action      |
| 8. Secondary Roads – Mark Nahra  |  |             |
| a. Approval of drainage district tax levy for Poverty Hollow Drainage District                 |  | Action      |
| b. Approval of Quit Claim Deed for right of way for J. Culver                                  |  | Action      |
| c. Approval of Quit Claim Deed for right of way for Sensible Properties, LLC                   |  | Action      |
| d. Approval of Quit Claim Deed for right of way for D. & L. Blutt                              |  | Action      |
| e. Approval of Quit Claim Deed for right of way for R. Munhoven & L. Kowalke                   |  | Action      |
| f. Approval of Quit Claim Deed for right of way for D. Ludwig                                  |  | Action      |
| <b>4:45 p.m.</b> 9. Community & Economic Development – David Gleiser                           |  |             |
| (Set time)     a. Public hearing on Commercial Wind Energy Conversion Systems Ordinance        |  | Action      |
| b. Approval of third and final reading of the ordinance  |  | Action      |
| c. Approval to adopt the ordinance   |  | Action      |
| 10. Supervisor – Mark Monson & Budget/Finance Director – Dennis Butler                         |  |             |
| Approval of Woodbury County non-profit funding request from LAMB Arts Ltd.                     |  | Action      |
| 11. Reports on Committee Meetings  |  | Information |
| 12. Citizen Concerns   |  | Information |
| 13. Board Concerns   |  | Information |

## ADJOURNMENT

*Subject to Additions/Deletions*

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## CALENDAR OF EVENTS

- TUE., JULY 6 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.
- 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
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 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 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
- THU., JULY 22 11:00 a.m.** Siouxland Regional Transit Systems Board Meeting, SIMPCO Office, 1122 Pierce
- MON., JULY 26 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., JULY 27 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JULY 28 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- MON., AUG. 2 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., AUG. 4 9:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, IA
- 10:30 a.m.** Loess Hills Alliance Stewardship Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Executive Meeting, Pisgah, IA
- 3:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., AUG. 5 10:00 a.m.** COAD Meeting, The Security Institute

**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 29, 2021, TWENTY-SIXTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, June 29, 2021 at 4:30 p.m. Board members present were Monson, Radig, Ung (by phone), Wright, and De Witt. Staff members present were Heather Satterwhite, Public Bidder, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County 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. Patrick Benjamin, Climbing Hill, addressed the Board with concerns about the removal of a mailbox and a tree from his property.
2. Motion by De Witt second by Monson to approve the agenda for June 29, 2021. Carried 5-0. Copy filed.

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

3. To approve minutes of the June 21, 2021 meeting. Copy filed.
4. To approve the claims totaling \$324,894.73. Copy filed.
5. To approve item to be auctioned per Personal Property Disposition Policy. Copy filed.
- 6a. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Alvaro Torres, VIN #77A6485, 1977 Chief.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,194  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Alvaro Torres is the titleholder of a mobile home VIN #77A6485 located in Woodbury County, Iowa and legally described as follows:

**VIN #77A6485 1977 Chief**

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Alvaro Torres.

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 29th day of June, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 6b. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Kyle Johnson, VIN #INFL555A11538HP13, 2006 Fleetwood.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,195  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Kyle Johnson is the titleholder of mobile home VIN #INFL555A11538HP13, located in Woodbury County, Iowa and legally described as follows:

**VIN #INFL555A11538HP13 2006 Fleetwood**

**WHEREAS**, the above-stated mobile homes has taxes payable including special assessments and the mobile homes are owned by Kyle Johnson.

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 29th day of June, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 7a. To approve the reappointment of various Boards/Commissions. Copy filed.
- 7b. To approve the appointment of Joseph Donovan to the Veteran Affairs Commissioner. Copy filed.
- 7c. To approve the appointment of Kevin Grieme as the Health Representative to complete the term ending March, 2023 to the Community Action Agency of Siouxland Board of Directors. Copy filed.
- 8a. To appoint Dawn Zahnley as the temporary service director for the Woodbury County Emergency Services department effective June 30, 2021.
- 8b. To approve the promotion of Colin Ryan, Assistant County Engineer, Secondary Roads Dept., effective 06-28-21, \$97,238/year, 40%=\$27,903/year. Promotion from Civil Engineer Intern to Assistant County Engineer.; the reclassification of Dawn Zahnley, Clerk II, Emergency Services Dept., effective 06-30-21, \$28.80/hour. Temporary Wage Increase.; the separation of Jill Fitch, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 07-02-21. Resignation.; and the separation of Mark Perez, Civilian Jailer, County Sheriff Dept., effective 09-01-21. Retirement. Copy filed.
- 8c. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Civilian Jailer, County Sheriff Dept. CWA: \$21.02/hour (7-1-21 Wage). Copy filed.
- 8d. To approve the request for Mark Perez to remain on the county dental insurance and for spouse to remain on health and dental insurance. Copy filed.
- 8e. Presentation of Award Certificate to Kyle Gates. Copy filed.
- 9. To approve the underground utility permit for Farr Technologies. Copy filed.

Carried 5-0.

- 10. Motion by Monson second by De Witt to approve and authorize the Chairperson to sign a Resolution authorizing the use of a preliminary official statement in connection with the sale of General Obligation Urban Renewal County Road Improvement Bonds, Series 2021. Carried 5-0.

**RESOLUTION #13,196**

**RESOLUTION AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF GENERAL OBLIGATION URBAN RENEWAL COUNTY ROAD IMPROVEMENT BONDS, SERIES 2021**

WHEREAS, Chapters 331 and 403 of the Code of Iowa authorize counties to enter into loan agreements and issue general obligation bonds for the purpose of paying the cost of planning, undertaking and carrying out certain types of urban renewal projects under the authority of Chapter 403, provided notice is published, including notice of the right to petition for an election; and

WHEREAS, the Board of Supervisors (the "Board") of Woodbury County, Iowa (the "County") has established the Grow Woodbury County Urban Renewal Area (the "Urban Renewal Area"), based on a finding of the need for economic development in the County and has amended the urban renewal plan for the Urban Renewal Area to designate an urban renewal project consisting of improvements to County gravel roads in order to assist economic development (the "Urban Renewal Project"); and

WHEREAS, the Board has proposed to enter into a loan agreement (the "General Obligation Urban Renewal County Road Improvement Loan Agreement") and issue general obligation bonds in a principal amount not to exceed \$10,000,000 (the "Bonds"), pursuant to the provisions of Section 331.402, Subsection 331.441(2)(b)(14), Section 331.442, Section 331.443 and Chapter 403 of the Code of Iowa, for the purpose of paying the costs of the Urban Renewal Project; and

WHEREAS, notice of the proposed action has been published, including the right to petition for an election, and a hearing has been held, and no petition has been filed asking that the question of entering into the Urban Renewal County Road Improvement Loan Agreement and issuing the Bonds be submitted to the registered voters of the County; and

WHEREAS, the Board has expressed its intent to enter into the Urban Renewal County Road Improvement Loan Agreement and to issue the Bonds; and

WHEREAS, a preliminary official statement (the "Preliminary Official Statement") has been prepared to facilitate the sale of the Bonds, and it is necessary to make provision for the approval of the Preliminary Official Statement and to authorize its use by D.A. Davidson & Co.;

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

Section 1. The use by D.A. Davidson & Co. of the Preliminary Official Statement related to the Bonds, in substantially the form as has been presented to and considered by the Board, is hereby approved, and D.A. Davidson & Co. is hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the Preliminary Official Statement, but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the issuance of the Bonds, and the appropriate County officials are hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The Preliminary Official Statement as of its date is deemed final by the County within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 29, 2021.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 11a. Motion by Monson second by Radig to receive for signatures a Resolution setting date for public hearing for vacating road right-of-way. Carried 5-0.

**RESOLUTION #13,197**  
**A RESOLUTION SETTING DATE FOR PUBLIC**  
**HEARING FOR VACATING ROAD RIGHT OF WAY**

WHEREAS, the Woodbury County Board of Supervisors in accordance with Section 306.11, (Code of Iowa), as amended, seeks to set a date for public hearing to vacate platted roads and alleys, and

**WHEREAS**, described road has ceased being a benefit to the public,

**NOW THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that on Tuesday, July 27, 2021 at 4:40 P.M CST, at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, the County Board will hold a Public Hearing to vacate the right-of-way described as follows:

Vacate in Section 24, T89N R45W, the north one-half mile of Garner Avenue (Eldridge Road #291) more specifically described as beginning at the one-half section line thence north to the south right-of-way line of 130th Street.

**SO RESOLVED** this 29<sup>th</sup> day of June 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 11b. Motion by De Witt second by Monson to approve the federal aid project agreement for project #BRS-SWAP-CO97(147)—FF-97. Carried 5-0. Copy filed.
12. A public hearing was held at 4:45 p.m. for the second reading of Commercial Wind Energy Conversion Systems Ordinance. The Chairperson called on anyone wishing to be heard.

Christine Zellmer-Zant, Bronson, and David Waller, Hornick participated in the public hearing.

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

Motion by Radig second by Monson to approve the 2<sup>nd</sup> reading of the Commercial Wind Energy Conversion Systems Ordinance as amended. Carried 4-1 on a roll call vote; De Witt opposed. Copy filed.

The Board recessed for a meeting of the Bennet McDonald Smithland Drainage Districts.

The Supervisors meeting was called back to order.

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 July 6, 2021.

Meeting sign in sheet. Copy filed.

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

**DATE:** July 6, 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
Brass, Trevor	County Attorney	07-12-21	Asst. County Attorney	\$69,736/year	5%=\$3,347/yr	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 2 to Step 3.
Greer, Emily	County Sheriff	07-12-21	Civilian Jailer	\$21.02/hour		A	Job Vacancy Posted 5-26-21. Entry Level Salary: \$21.02/hour.
Jensen, Brent	County Sheriff	07-12-21	P/T Courthouse Safety & Security Officer	\$20.60/hour	5.4%=\$1.07/hr	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 3/Step 3 to Grade 3/Step 4.
Schroeder, Rodney	County Sheriff	07-12-21	Civilian Jailer	\$25.24/hour	10.9%=\$2.48/hr	R	Per CWA Civilian Officers Contract agreement, from Class 1 to Senior Class due to 6 years of employment and Associates Degree.
Williams, Gabriel	Juvenile Detention	07-12-21	Youth Worker	\$25.63/hour	16.9%=\$3.71/hr	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 3 to Grade 1/Step 4.

**APPROVED BY BOARD DATE:** \_\_\_\_\_

**MELISSA THOMAS, HR DIRECTOR:**

*Melissa Thomas* HR Director



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

Date: 06/30/2021 Weekly Agenda Date: 07/06/2021

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

**WORDING FOR AGENDA ITEM:**

Approve the purchase of the Cyber Liability Insurance policy for FY 21/22

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The proposed Cyber Liability policy provides \$3,000,000 in coverage with a \$10,000 deductible. (attached)

**BACKGROUND:**

The coverage has been reduced from \$5,000,000 to \$3,000,000 and the cost of the annual premium is \$19,178, which is an increase of \$3038.00. The increase is due to the growing number of cyber attacks and losses in the marketplace.

**FINANCIAL IMPACT:**

\$19,178

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

Yes  No

**RECOMMENDATION:**

Approve the motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the purchase of Cyber Insurance for FY 21/22.



**BCS Insurance Company**  
 2 Mid America Plaza, Suite 200  
 Oakbrook Terrace, IL 60181  
 (312) 803-7384

(A stock insurance company, herein the "Company")

## Policy No. RPS-Q-50210704M/1

Renewal of: RPS-P-50178293M

Cyber and Privacy Liability Insurance Policy

94.111 (07/19)

**NOTICE: THE POLICY CONTAINS ONE OR MORE COVERAGES. CERTAIN COVERAGES ARE LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIMS EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION (S). PLEASE READ THIS POLICY CAREFULLY.**

### POLICY DECLARATIONS

<b>ITEM 1.</b>	<b>NAMED INSURED</b>	Woodbury County
	<b>ADDRESS</b>	620 Douglas Street, Suite #701 , Sioux City, Iowa, 51101
<b>ITEM 2.</b>	<b>POLICY PERIOD</b>	12 months
<b>ITEM 3.</b>	<b>POLICY LIMITS OF LIABILITY AND COVERAGES PURCHASED</b>	I. Aggregate Limit of Liability: \$3,000,000 (Aggregate for Each and Every Claim or Event including Claims Expenses)  II. Sublimit of Liability for Individual Coverage(s) Purchased: \$3,000,000 "Nil" or "N/A" Sublimit of Liability for any coverage indicates that the coverage was not purchased

COVERAGE	PER CLAIM SUBLIMIT OF LIABILITY INCLUDES CLAIM EXPENSES	AGGREGATE SUBLIMIT OF LIABILITY
A. Privacy Liability (including Employee Privacy)	\$3,000,000	\$3,000,000
B. Privacy Regulatory Claims Coverage	\$3,000,000	\$3,000,000
C. Security Breach Response Coverage	\$3,000,000	None
D. Security Liability	\$3,000,000	\$3,000,000
E. Multimedia Liability	\$3,000,000	\$3,000,000
F. Cyber Extortion	\$3,000,000	None
G. Business Income and Digital Asset Restoration		
1. Business Income Loss	\$3,000,000	None



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**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

2. Restoration Costs	\$3,000,000	None
3. Reputation Business Income Loss	\$3,000,000	None
4. Systems Integrity Restoration Loss *	\$250,000	None
H. PCI DSS Assessment	\$3,000,000	\$3,000,000
<b>I. Electronic Fraud</b>		
1. Phishing Loss	\$50,000	None
2. Services Fraud Loss	\$100,000	None
3. Reward Fund Loss	\$50,000	None
4. Personal Financial Loss	\$250,000	None
5. Corporate Identify Theft Loss	\$250,000	None
6. Telephone Hacking Loss	\$100,000	None
7. Direct Financial Loss (Funds Transfer Fraud)	\$100,000	None
8. Cyber Deception**	\$250,000	\$250,000

\* e.g. bricking

\*\* e.g. social engineering

**III. Supplemental Limits**

<b>COVERAGE</b>	<b>SUBLIMIT OF LIABILITY</b>
A. Court Attendance Costs	\$100,000
B. Bodily Injury / Property Damage Liability	\$250,000
C. TCPA	\$100,000
D. HIPAA Corrective Action Plan Costs	\$50,000
E. Post Breach Response	\$25,000
F. Independent Consultant	\$25,000
G. Outsourced Provider	\$250,000
H. Computer System	\$250,000

**ITEM 4. RETENTION (including Claims Expenses):**

<b>COVERAGE</b>	<b>EACH CLAIM OR EVENT</b>	<b>AGGREGATE</b>
A. Privacy Liability (including Employee Privacy)	\$10,000	\$10,000
B. Privacy Regulatory Claims Coverage	\$10,000	\$10,000
C. Security Breach Response Coverage	\$10,000	\$10,000
D. Security Liability	\$10,000	\$10,000



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**2 Mid America Plaza, Suite 200**  
**Oakbrook Terrace, IL 60181**  
**(312) 803-7384**

E. Multimedia Liability	\$10,000	\$10,000
F. Cyber Extortion	\$10,000	\$10,000
G. Business Income and Digital Asset Restoration	\$10,000	\$10,000
H. PCI DSS Assessment	\$10,000	\$10,000
I. Electronic Fraud		
1. Phishing Loss	\$10,000	\$10,000
2. Services Fraud Loss	\$10,000	\$10,000
3. Reward Fund Loss	\$10,000	\$10,000
4. Personal Financial Loss	\$10,000	\$10,000
5. Corporate Identify Theft Loss	\$10,000	\$10,000
6. Telephone Hacking Loss	\$10,000	\$10,000
7. Direct Financial Loss (Funds Transfer Fraud)	\$10,000	\$10,000
8. Cyber Deception	\$10,000	None

<b>ITEM 5. PREMIUM</b>	\$17,344.00
<b>CYBER DECEPTION PREMIUM:</b>	\$1,734.00 (IF ELECTED)
<b>RPS Service Fee:</b>	\$100.00
<b>TOTAL:</b>	\$19,178.00

**ITEM 6. TERRITORIAL LIMITS** Worldwide

**ITEM 7. RETROACTIVE DATE** Full Prior Acts

**ITEM 8. NOTICE OF CLAIM** Call Baker Hostetler at the 24 Hour Security Breach Hotline: 1-855-217-5204  
 Or email RPSCyberClaims@bakerlaw.com  
 Or contact:  
 BakerHostetler  
 45 Rockefeller Plaza  
 New York, NY 10111  
 Attn: RPSCyberClaims

**ITEM 9. SERVICE OF SUIT** Risk Situated in California:  
 Eileen Ridley  
 FLWA Service Corp.  
 c/o Foley & Lardner LLP  
 555 California Street, Suite 1700, San Francisco, CA 94104-1520

Risks Situated in All Other States:



**BCS Insurance Company**  
2 Mid America Plaza, Suite 200  
Oakbrook Terrace, IL 60181  
(312) 803-7384

Mendes & Mount  
750 Seventh Avenue, New York, NY 10019

**ITEM 10. CHOICE OF LAW**

Iowa

**ITEM 11. WAITING PERIOD:**

12 hrs waiting period

**FORMS AND ENDORSEMENTS  
EFFECTIVE AT INCEPTION**

94.200 (07/19) CYBER AND PRIVACY LIABILITY POLICY FORM  
Cyber Deception Endorsement (If elected)  
94.102 (01 15) Nuclear Incident Exclusion  
94.103 (01 15) Radioactive Contamination Exclusion  
94.805 (06/17) Breach Response Team Endorsement  
94.801 IA (07/19) Iowa Amendatory Endorsement

Quotation  
This is not a valid Policy



**Gallagher**

Insurance | Risk Management | Consulting

## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated June 24, 2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

### POLICY OPTIONS:

YES	NO	OPTION DESCRIPTION
		<b>Bind All Policies As Shown Herein:</b>
		<b>Cyber Liability</b>
		Limit: \$3,000,000
		Retention: \$10,000
		Premium: \$19,178.00



# Gallagher

Insurance | Risk Management | Consulting

provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

---

Client Signature

---

Dated

**Woodbury County, Iowa  
Appropriation Resolution  
For Fiscal Year 2022**

Resolution #

**Whereas**, it is desired to make appropriations for each Service Area and Program Activity of County Government for the Fiscal Year 2022, beginning July 1, 2021, and

**Now**, therefore, be it resolved by the Woodbury County Board of Supervisors that the amounts detailed by Service Area on the Adopted FY 2022 Woodbury County Budget Summary Form 638-R constitute the authorization to make expenditures from the County's funds beginning July 1, 2021 and continuing until June 30, 2022, and

**Futhermore**, this Appropriation Resolution extends the spending authority of each County Program Activity to the amount appropriated to it as follows:

<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>
0001-0030	716,522	0001-1000	1,502,454	0001-1002	34,349	0001-1010	353,501
0001-1013	20,416	0001-1040	626,725	0001-1050	7,079,736	0001-1060	1,678,970
0001-1061	112,709	0001-1100	2,386,964	0001-1102	125,968	0001-1104	154,369
0001-1105	183,486	0001-1110	210,000	0001-1540	575,554	0001-1610	586,597
0001-3040	2,219,070	0001-3100	125,800	0001-3101	26,950	0001-3110	100,000
0001-3200	215,076	0001-3201	10,000	0001-3210	35,000	0001-6100	538,534
0001-6110	1,070,966	0001-6120	507,748	0001-6123	58,890	0001-8100	1,088,785
0001-8110	763,804	0001-9000	400,977	0001-9001	379,238	0001-9010	388,690
0001-9020	635,853	0001-9030	368,797	0001-9031	13,317	0001-9032	4,000
0001-9033	71,650	0001-9101	686,186	001-9102	590,460	0001-9103	469,245
0001-9104	2,500	0001-9105	12,317	0001-9106	5,000	0001-9108	538,229
0001-9109	17,239	0001-9110	1,367,611	0002-1200	615,938	0002-1210	136,422
0002-1231	73,314	0002-1400	27,550	0002-1430	280,287	0002-1500	36,000
0002-1520	1,213,130	0002-1620	300,750	0002-3300	1,936,662	0002-3301	73,700
0002-3310	175,000	0002-8000	373,822	0002-8001	142,534	0002-8010	71,924
0002-8013	36,420	0002-9200	840,000	0003-9000	62,746	0008-1050	7,500
0009-1050	40,000	0010-4022	219,513	0010-4075	82,491	0010-4222	50,113
0010-4413	3,970,853	0011-0030	214,967	0011-1000	1,169,488	0011-6000	39,000
0011-6010	97,255	0011-6020	248,578	0011-6200	7,067	0011-6320	284,541
0011-8020	6,000	0020-0020	2,000,000	0020-7000	12,500	0020-7001	3,000
0020-7010	1,075,009	0020-7011	16,500	0020-7012	14,000	0020-7013	76,000
0020-7014	65,000	0020-7100	100,000	0020-7101	190,000	0020-7110	25,000
0020-7111	3,580,742	0020-7112	18,000	0020-7113	1,410,000	0020-7120	2,500
0020-7130	210,000	0020-7200	1,117,000	0020-7210	463,000	0020-7211	805,000
0020-7212	104,000	0020-7220	7,000	0020-7221	15,000	0020-7222	125,000
0020-7230	5,000	0020-7231	50,000	0020-7232	100,000	0023-6100	125,000
0024-8111	180,000	0029-1201	257,304	0031-9001	3,500	0040-0000	200,000
0040-0801	70,000	0040-0802	50,000	0057-6121	268,405	0057-6122	21,550
0059-1200	5,000	0061-6400	245,780	0067-6100	450,000	0067-6122	59,899
0074-1100	144,000	0078-1060	3,500	0080-1060	1,000	0081-1060	12,581
0083-1100	97,000	1500-6110	600,000	2000-0100	800,000	2000-0101	100,000
2000-0102	360,000	2000-0103	371,740	2000-0105	157,512	2000-0107	180,000



2000-0108	375,000	2000-0109	272,852	2000-0110	931,028	2000-0111	11,940
2000-0112	45,000	2000-0113	44,386	2000-0115	11,530	2000-0117	10,800
2000-0118	15,750	2000-0119	14,460				

**Accordingly**, until such time as a Service Area is identified as progressing to a spending level challenging its appropriation, a budget amendment per 331.435 will not be implemented,

**However**, should a Program Activity approach a spending level challenging its appropriation level, and the Service Area continues balanced, the Board of Supervisors will be requested to increase the Program's spending authority by resolving to permit such, and,

**Additionally**, the Board of Supervisors may be requested to decrease a Program's appropriation by 10% or \$5,000, whichever is greater, to appropriate a like amount to a Program Activity requesting same: 331.434 sub 6 will govern actions in this regard.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County on July 6th, 2021 and certified as follows:

Woodbury County Board of Supervisors

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the General Supplemental to the General Basic Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to fund the appropriations for the matching FICA, IPERS, Health Insurance, Life Insurance and LTD costs expended from the General Basic Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Supplemental Fund to the General Basic Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 6,676,466

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021 the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the County Library Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the County Library Fund to pay the their share of the expenses of the County Library.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the County Library Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 168,391.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the Secondary Roads Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the Secondary Roads Fund to pay their share of the expenses of the Secondary Roads Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the Secondary Roads Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 1,610,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Gaming Fund to the General Basic Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Gaming revenues to the General Basic Fund for property tax reductions,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Gaming Fund to the General Basic Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 300,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers  
Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax Fund revenues to the Rural Basic Fund for the funding of the Economic/Community Development department,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 284,541.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax revenues to the Rural Basic Fund for the funding of Soil Conservation,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 39,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021 the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the EMS Loan Fund Fund to the Debt Service Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move EMS Loan Revenues to the Debt Service to reduce tax asking in the Debt Service Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the EMS Loan Fund to the Debt Service Fund Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 100,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the General Basic Fund to the Emergency Paramedic Services Fund during the Fiscal Year 2021-22 budget, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move General Basic revenues to the Emergency Paramedic Services Fund to pay half of the paramedics salaries and benefits.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Basic Fund to the Emergency Paramedic Services Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 128,652.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Fund to the Emergency Paramedic Services Fund during the Fiscal Year 2021-22 budget, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Rural Basic revenues to the Emergency Paramedic Services Fund to pay half of the paramedics salaries and benefits.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Fund to the Emergency Paramedic Services Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 128,652.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Tax Increment Fund to the Debt Service Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Tax Increment Fund revenues to the Debt Service Fund to pay FY 2022 principal and interest for the 2017 Tax Increment G.O. .

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Tax Increment Fund to the Debt Service Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 398,256.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from Gaming Revenues Fund to the Debt Service Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Gaming Revenue Fund revenues to the Debt Service Fund to reduce tax askings in the Debt Service Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Gaming Revenues Fund to the Debt Service Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 50,000

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from Secondary Road Fund to the General Basic Fund during the Fiscal Year 2021-22 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Secondary Road Fund revenues to the General Basic Fund to reimburse the purchase of the Briese Farm.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Gaming Revenues Fund to the Secondary Road Fund for the fiscal year beginning July 1, 2021, shall not exceed the sum of \$ 100,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on July 6th, 2021, the vote being as follows:

Ayes:

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Nays:

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

Date: 6/30/2021

Weekly Agenda Date: 7/6/2021

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Patrick Gill, County Auditor & Recorder

**WORDING FOR AGENDA ITEM:**

Select and Approve a Proposal to Provide Electronic Poll Books for Woodbury County

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

On 4/13/2021, Woodbury County received proposals from two vendors and the Iowa Precinct Atlas Consortium to provide electronic poll books for conducting elections over the next several years in Woodbury County.

KnowInk and Tenex submitted proposals with similar costs featuring iPads with real time connectivity. IPAC was created by Iowa county auditors and runs on laptops, they will be migrating to iPads over the next several years, for this reason, we did not invite them to demonstrate and did not consider their proposal.

After demonstrations from KnowInk and Tenex, the staff unanimously chose Tenex because they believed our precinct election officials would have a better user experience.

The Tenex order will be approximately \$170,187.00. WiFi hot spots will also be purchased at a later date.

**BACKGROUND:**

Woodbury County Elections has used laptop computers for over ten years to provide electronic poll book functionality in our precincts on Election Day. The laptops have lived well beyond their expected lifespan and are no longer supported by the manufacturer or our IT department.

Woodbury County sent out a request for proposal to four entities who market electronic poll books in Iowa, three entities responded. Two proposals that were received were reviewed. After reviewing the proposals, both companies were asked to refine their proposals based on what we determined would meet the needs of Woodbury County.

Both companies were offered times to provide demonstrations of their equipment, both companies accepted and their equipment was demonstrated before the entire election staff.

Based on these demonstrations, it was determined that both companies provide state of the art electronic poll books and either solution would work for Woodbury County but the consensus was to favor the equipment proposed by Tenex. The decision was based on the cost of the equipment, functionality, the ability to deploy the equipment and the anticipated user experience for our precinct election officials.

**FINANCIAL IMPACT:**

The implementation cost of the proposal from Tenex is \$170,187.00 and the funds will come from the \$288,209.00 Capital Improvement Project dollars designated for election equipment. WiFi hot spots will also need to be purchased with these CIP dollars but the cost should be minimal.

**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:**

The recommendation is to accept the proposal from Tenex to provide electronic poll books at an implementation cost of \$170,187.00 and to authorize the chairman to sign a Precinct Central Electronic Poll Book Contract with Tenex.

**ACTION REQUIRED / PROPOSED MOTION:**

Move to authorize the chairman to sign a Precinct Central Electronic Poll Book Contract with Tenex to provide electronic poll books for Woodbury County at a cost of \$170,187.00 from Capital Improvement funds.

Tenex Software Solutions, Inc.

## PRECINCT CENTRAL ELECTRONIC POLL BOOK CONTRACT

This contract ("Agreement") is entered into on this \_\_\_\_ day of June, 2021 (the "Effective Date") by and between Tenex Software Solutions, Inc., a Florida corporation, having its principal place of business at 5021 W. Laurel St., Tampa, Florida 33607 ("Tenex" "Vendor" or "Company"), and Woodbury County, Iowa ("Customer"), and governs the provision of the Precinct Central ePollbook Solution (the "Solution" as defined herein) by Tenex to Customer, and the use of the System (as defined below) by Customer, together with related services provided by Tenex to Customer, all in accordance with its terms. For convenience, Tenex and Customer are sometimes referred to in the Contract Documents as "Parties". This contract includes the proposal (RFP) to Woodbury County Iowa sent by Tenex in April 2021.

### 1.0 DEFINITIONS

The following definitions will apply:

- a. **System.** "System" means the individual modules or products that make up the system. The overall system suite is known as "Precinct Central"
- b. **Customer Data.** "Customer Data" means any of the customer's information, documents, or electronic files that are provided to Tenex including Election and/or Voter data.
- c. **Service.** "Service" means Tenex's work product necessary for providing electronic check-ins, voter processing and election related functions
- d. **Support.** "Support" means the ongoing services by Tenex to support & maintain the System as defined below.
- e. **Solution.** "Solution" means the Precinct Central ePollbook system provided by Tenex, under the Agreement, inclusive of all hardware, Software and services required to make the Precinct Central ePollbook system fully functional
- f. **Contract Documents.** "Contract Documents" means this Agreement, including all exhibits and attachments
- g. **Agreement.** "Agreement" shall mean this software purchase agreement document, including all exhibits and attachments hereto.
- h. **Deliverables.** "Deliverables" shall mean any products furnished or services provided by or through Tenex under the Contract Documents.
- i. **CAS.** "CAS" or "Custom Application Software" means custom software components of the Solution developed by Tenex and required to fulfill the specifications in the Contract Documents including, but not limited to, parametric instructions, program source statements, and customization of standard software components. CAS does not include software developed by other or third parties ("TPS").
- j. **TPS.** "TPS" means the software components of the Solution other than CAS, including computer program, documentation, updates and related material. Software developed by entities other than Tenex.
- k. **Software.** "Software" means A collection of computer programs, codes or data used to direct the operation of a computer or iPad device, including any documentation giving instructions on how to use them, including CAS and TPS.
- m. **Acceptance.** "Acceptance" means written acceptance of Deliverable(s) provided by Tenex under the Agreement following successful completion of acceptance testing of the Solution by Customer. Payment, progress payments, or partial use of the Solution by the Customer shall not constitute acceptance of Deliverables not furnished, implemented or operating in accordance with the requirements of the Contract Documents.
- o. **Contract Price.** "Contract Price" means the maximum price to be paid by Customer for all Deliverables to be rendered by or through Tenex under the Agreement for all Deliverables, including a fully implemented and fully functioning Solution as described in the Contract Documents, together with the cost of the Warranty Period following Acceptance.
- p. **Precinct Central or Purchased Product.** "Precinct Central" or "Purchased Product" means the complete solution for maintaining voter lists, voter eligibility to cast a vote, capture a signature and make



consolidated and individual reports available to the Customer. The full features of the software for the purposes of this Agreement and license are outlined in Section A of this agreement and in the Contract Documents.

q. **Warranty Period.** "Warranty Period" means the 12-month period after Acceptance of the Solution by Customer during which period Tenex will correct any material deficiencies in the Solution or Deliverables at Tenex's expense.

r. **Prime Time Hours.** "Prime Time Hours" means any time during the 30 days prior to election day, election day, and 21 days after election day.

s. **Major Downtime.** "Major Downtime" means problem(s) with Precinct Central or its components which significantly interfere with the functionality or reliability of its operations or intended purpose.

## 2.0 DELIVERABLES & DEADLINES

Tenex Software Solutions, Inc. shall perform the Services and provide the software ("Software") to Customer, according to a Project Schedule to be outlined at the outset of the project.

Tenex will implement the Precinct Central electronic poll book solution ("Solution") for the Customer. Precinct Central is an electronic poll book solution that runs on an iPad and provides functionality for checking-in voters at the polls. The Solution provides powerful tools for verifying voter eligibility to vote during an election, allowing the voter to sign for a ballot, poll worker payroll tracking, ballot inventory tracking, and more. The Software consists of: webhosting and storage provided on Amazon Cloud Server, remote support during implementation, remote training for administrative staff (20 hours included), and a solution for verifying voter eligibility and checking them in during an election. The Hardware included with the system depends on the configuration of the Customer and usually consists of: Enterprise locked iPad, Tenex proprietary Flip & Share stand, wireless receipt printer, and carrying case for all equipment.

Any delays in Tenex's performance caused by Customer third parties shall not constitute a breach of this Agreement by Tenex. Any delays in Customer's performance caused by Tenex Software Solutions, Inc. or third parties shall not constitute a breach of this Agreement by Customer.

## 3.0 SOFTWARE LICENSE AND SERVICE AGREEMENT

### *3.1 Use Rights*

During the term and subject to the terms of this Agreement, Tenex hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to permit Customer's Users to use the Solution and its Components for Customer's business purposes.

### *3.2 License and Use Restrictions*

Customer shall not, directly, indirectly, alone or with another party, (i) copy, disassemble, reverse engineer, or decompile the System or its Components; (ii) modify, create derivative works based upon, or translate the System or its Components; (iii) license, sell, rent, lease, transfer, grant any rights in or otherwise commercially exploit the System in any form to any other party, (iv) describe, show, tell, or explain any feature or portion of features or capabilities to any party including other vendors of Customer nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder. You acknowledge and agree that Tenex shall own all right, title, and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the System and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer.

### *3.3 Customer Data*

Customer owns all right, title, and interest in the Customer Data. Customer hereby grants to Tenex, a non-exclusive, non-transferable, non-sublicensable right and license to use, copy, transmit, modify and display the Customer Data solely for the purposes of the Customer's use of the System. Tenex shall not use the Customer Data except to improve the System and as necessary to perform its obligations set forth in this Agreement.

### *3.4 Security*

Customer is solely responsible for maintaining the security of all usernames and passwords granted to it, for the security of its information systems used to access the System, and for its Users compliance with the terms of this Agreement. Tenex will act as though any electronic communications it receives under Customer's usernames have

been sent by Customer. Customer will immediately notify Tenex if it becomes aware of any loss or theft or unauthorized use of any Customer's passwords or usernames. Tenex has the right at any time to terminate or suspend access to any Customer if Tenex believes in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or Tenex's network.

All performance under this Contract, shall be in accordance with the Customer's security requirements, policies, and procedures. Vendor shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to Customer systems accessed in the performance of services in this Contract.

The Customer agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection, and security of proprietary software and other proprietary data.

## 4.0 SUPPORT

### *4.1 Updates*

Tenex shall deliver Updates to the System that apply to the Customer's current edition at no additional charge. Only those Updates that apply to the Customer's current edition will be delivered automatically to the Customer at no additional charge.

### *4.2 Error Correction*

Tenex shall use commercially reasonable efforts to correct all Errors or to provide a reasonable workaround as soon as is possible using its reasonable efforts during Tenex's normal business hours. Customer shall provide such access, information, and support as Tenex may reasonably require in the process of resolving any Error.

### *4.3 Support Exclusions*

Tenex is not obligated to correct any Errors or provide any other support to the extent such Errors or need for support was created in whole or in part by: (i) the acts, omissions, negligence, or willful misconduct of the Customer, including any unauthorized modifications of the System or its operating environment; (ii) any failure or defect of Customer's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of Tenex's firewall).

## 5.0 OWNERSHIP OF PURCHASED PRODUCTS

### 5.1 Warranties

Tenex warrants and represents that it is, and on the date of the delivery of the Product shall be, the sole owner and copyright holder of the Purchased Product; that it has, and on the date of the delivery of the Purchased Product shall have, the full right and authority to grant this license; and that neither this license nor performance under this Agreement does or shall conflict with any other agreement or obligation to which Company is a party or by which it is bound.

### 5.2 Deliverables

Title to all other Deliverables, such as training documentation, to be provided to Customer by or through Tenex as a part of this Agreement shall remain sole property of Tenex and should not be distributed, shared or shown to any other party without written explicit permission from an authorized Tenex employee.

## 6.0 FEES, EXPENSES & PAYMENT

### 6.1 Project Fees

Customer agrees to pay the following fees for use of the Precinct Central ePollbook Solution.

- \$170,187.00 to be billed on shipment of the equipment as specified in Attachment B - Timeline. Itemized prices are listed in Attachment A - Quote.
- \$125.00 per ePollbook to be billed on the 1<sup>st</sup> year anniversary of the contract.
- \$125.00 per ePollbook to be billed on the 2<sup>nd</sup> year anniversary of the contract.
- \$125.00 per ePollbook to be billed on the 3<sup>rd</sup> year anniversary of the contract.

### 6.2 Expenses

Unless an expense is approved in advance by Customer, Tenex Software Solutions, Inc. shall be responsible for all expenses incurred while performing services under this Agreement.

### 6.3 Payment Terms

Customer will pay Tenex Software Solutions, Inc. as follows:

- Tenex Software Solutions, Inc. will submit an invoice at shipment for the full amount of all hardware and year 1 software to be paid by the customer upon delivery.
- Tenex Software Solutions, Inc. will submit an invoice annually at the beginning of the contract year. Payment will be due from Customer on receipt of invoice.

## 7.0 INTELLECTUAL PROPERTY

### 7.1 Intellectual Property Ownership

Tenex Software Solutions, Inc. owns the entire copyright, title and interest in the following content ("Content"):

- All information regarding Precinct Central and Precinct Central software, scripts used to create reports, data transformation utilities and monitoring modules used to keep track of the health of the system.
- All training materials and documentation provided to the customer.

Customer will secure all necessary rights to copyright, trademark or other intellectual property to any materials it submits to Tenex Software Solutions, Inc. for use in the Services.

Nothing in this section will affect ownership of intellectual property created and owned by any entities not a party to this Agreement and not pursuant to an agreement with Tenex. Prior agreements for other products will not be affected by this agreement.

### 7.2 Warranty

Tenex Software Solutions, Inc. warrants that it has the rights and authority to grant all assignments and licenses granted by Tenex Software Solutions, Inc. in this Agreement.

### *7.3 Permitted Uses*

Tenex grants to the Customer a non-exclusive license to use the Precinct Central solution at their polling locations for verifying voter eligibility and checking in voters for an election event. Customer agrees to protect the intellectual and confidential property of Tenex unless Tenex provides a written waiver for the terms of this requirement.

## 8.0 TERM & TERMINATION

### *8.1 Term*

The term of this Agreement shall commence on the Effective Date and shall renew for one year terms, subject to review, for up to four years and shall automatically terminate four years after the Agreement has commenced (Effective Date), Tenex has fulfilled their software as a service subscription agreement obligation, and payment of all Project Fees and Expenses as specified in this Agreement has been completed, unless otherwise extended by mutual written agreement or terminated in accordance with this Agreement.

### *8.2 Termination*

(a) Either party may terminate this Agreement effective immediately if the other party (i) commits any material breach or default of this Agreement; (ii) becomes the subject of any voluntary or involuntary proceeding under the U.S. Bankruptcy Code or state insolvency proceeding and such proceeding is not terminated within sixty (60) days of its commencement; or (iii) ceases to be actively engaged in business and has not assigned this Agreement.

(b) If this Agreement is terminated other than by reason of a material breach by Tenex, Tenex Software Solutions, Inc. shall be entitled to a pro-rated payment for work in progress based on the percentage of the Services then completed, as reasonably determined by mutual agreement of the parties.

## 9.0 CONTRACTOR RELATIONSHIP

Tenex Software Solutions, Inc. is an independent contractor, and neither Tenex Software Solutions, Inc. nor Tenex's employees or contract personnel are, or shall be deemed, Customer's employees. This Agreement does not create a partnership relationship. Neither Tenex Software Solutions, Inc. nor Customer has authority to enter into contracts on the other's behalf.

## 10.0 NON-SOLICITATIONS & CONFIDENTIAL INFORMATION

### *10.1 Non-solicitation*

During, and for a period of one year after termination of this Agreement, Customer agrees not to solicit or recruit Tenex 's employees, contractors, or freelancers of which Customer becomes aware as a result of Tenex 's services for Customer.

### *10.2 Confidential Information*

Subject to the requirement of Iowa open records law, Tenex Software Solutions, Inc. and Customer agree not to use or disclose to any third party, either during or after the term of this Agreement, any proprietary or confidential information of the other party without the other party's consent. Tenex Software Solutions, Inc. and Customer shall not be restricted in using any material, which is publicly available, already in their possession, or known to them, or which is rightfully obtained from sources other than the other party.

Proprietary or confidential information includes business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind owned by Tenex Software Solutions, Inc. or by Customer; and any information marked "Proprietary" or "Confidential."

## 11.0 WARRANTIES & REPRESENTATIONS

Tenex Software Solutions, Inc. warrants that it is able to complete the Services in a professional and timely manner; that any Project Deliverables shall be original or all necessary permissions and releases obtained and paid for; and that any Project Deliverables shall not contain any false, misleading, libelous or unlawful matter.

Customer warrants that any material given by Customer to Tenex Software Solutions, Inc. for use in the Services under this Agreement shall be original or all necessary permissions and releases obtained and paid for; and that any such material shall not contain any false, misleading, libelous or unlawful matter.


**12.0 LIABILITY**

*12.1 Total Liability*

In no event shall Tenex's aggregate liability for all cases or controversies arising out of the subject matter of this Agreement, whether in contract, tort or otherwise, exceed the aggregate payments actually received by Tenex Software Solutions, Inc. under this Agreement. In no event will Tenex Software Solutions, Inc. be liable to Customer or any third party for any special, incidental or consequential damages or lost profits, whether based in breach of contract, tort (including negligence), product liability or otherwise, and whether or not Tenex Software Solutions, Inc. has been advised of the possibility of such damage.

*12.2 Limitation of Remedies*

Customer's exclusive remedy, and Tenex's sole liability for any case or controversy arising out of Tenex's failure to perform any of its obligations hereunder shall be to terminate this Agreement pursuant to Section 7.2 and receive a refund from Tenex Software Solutions, Inc. of the unearned portion of any fees paid with respect to the Services.

Client: Woodbury County, Iowa County Clerk	Contractor: Tenex Software Solutions, Inc.
<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Mailing Address:</p> <p>Date: _____</p>	<p>Signature:  _____</p> <p>Name: Ravi Kallem</p> <p>Title: President</p> <p>Mailing Address: 5021 W Laurel Street Tampa, FL 33607</p> <p>Tax ID #: 59-3647858</p> <p>Date: 06/25/2021</p>

ATTACHMENT A - Woodbury County IA EPB Contract



5021 W. Laurel Street, Tampa, FL 33607  
(813) 618-3639 | info@tenexsolutions.com

**Woodbury County, IA EPB Quote**

Date: **May 17, 2021**

To: Woodbury County Clerk

From: Tenex Software Solutions, Inc

Item #	Product Description	Quantity	Unit Price	Total
1	Hardware - 8th Generation Cellular iPad Tablet (10.2", 32GB, with charging block & 3' lightning charging)	111	\$ 329.00	\$ 36,519.00
2	Hardware - Flip & Share Stand (stylus & cleaning cloth)	111	\$ 90.00	\$ 9,990.00
3	Hardware - Epson TM-M30 Bluetooth Thermal Printer	111	\$ 300.00	\$ 33,300.00
4	Hardware - Brother Bluetooth Label Printer	9	\$ 200.00	\$ 1,800.00
5	Hardware - 10' Apple Certified Lightning Cord	111	\$ 18.00	\$ 1,998.00
6	Hardware - Large Carrying Case (holds 2 Touchpads, 2 Epson printers, cords, & accessories)	49	\$ 150.00	\$ 7,350.00
7	Hardware - Small Carrying Case (holds 1 Touchpad, 1 Epson printer, cords, & accessories)	13	\$ 125.00	\$ 1,625.00
8	Hardware - 75 Unit iPad Charging Cart	1	\$ 1,500.00	\$ 1,500.00
9	Hardware - 35 Unit iPad Charging Cart	1	\$ 1,000.00	\$ 1,000.00
10	Software - Precinct Central EPB Software License (includes Touchpad, Console, & Data Studio)	111	\$ 625.00	\$ 69,375.00
11	Service - Apple DEP/Cisco MDM Registration & Management	111	Included	Included
12	Service - Shipping & Configuration	111	\$ 50.00	\$ 5,550.00
13	Consumables - Epson TM-M30 Mobile Thermal Paper (case of 50 rolls)	3	\$ 60.00	\$ 180.00

**Year 1 - Total Purchase Price: \$ 170,187.00**

Item #	Annual Software License & Maintenance Fees	Quantity	Unit Price	Total
14	Software - Precinct Central EPB Software License & Maintenance	111	\$ 125.00	\$ 13,875.00
15	Service - Apple DEP/Cisco MDM Registration & Management (per year, after year 1)	111	Included	Included

**Estimated Reoccurring Annual License & Maintenance Fees: \$ 13,875.00**

**Terms:**

This quote is valid for 90 days and subject to change based upon contract terms and conditions or any change in

---

**Signature**

**Date**

**PO# (if applicable)**

## Attachment B: Tenex Implementation Timeline

Date	Milestone
July 6, 2021	Woodbury County IA – Board approval and contract signing
July 9, 2021	Tenex delivery deadline for the initial 5 iPads and printers for use in training.
July 12 – 17, 2021	Online Training sessions.
Aug 31 - Sept 17, 2021	Tenex delivery deadline for remaining equipment on contract. Equipment will be shipped in small groups until the order is fulfilled. Invoice for full contract will be issued on final shipment.
Oct 5, 2021	Election Day - Woodbury County IA



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

Date: 06/30/2021 Weekly Agenda Date: 07/06/2021

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

**WORDING FOR AGENDA ITEM:**

Consider approval of drainage district tax levy for Poverty Hollow Drainage District

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county board of supervisors serves as trustees for nine drainage districts. Poverty Hollow is an intercounty drainage district. Unpaid warrants need to be satisfied.

**BACKGROUND:**

Poverty Hollow Drainage District has not been levied since 2006. It is an intercounty drainage district, but has not been managed like our other intercounty districts. Warrants have been accumulating with no levy to pay them. This proposed levy will satisfy the outstanding warrants. In future years, joint resolutions for tax levy will be passed and the district will be managed like others.

**FINANCIAL IMPACT:**

The levies are imposed upon benefited lands by formulas approved at the adoption of the drainage district.

**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 the attached resolutions setting levy for the Poverty Hollow drainage district.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the tax levy for Poverty Hollow drainage district.

RESOLUTION NO. \_\_\_\_\_

POVERTY HOLLOW DRAINAGE DISTRICT

RESOLUTION LEVYING SPECIAL ASSESSMENT AND CERTIFICATE  
TO THE COUNTY AUDITOR OF WOODBURY COUNTY, IOWA

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Poverty Hollow Drainage District of Woodbury County, Iowa; and

WHEREAS, said Board, as Trustees, has determined that it is necessary to levy a special tax and/or assessment on all tracts of land, lots, railroad companies and public highways within the boundaries of the said Drainage District.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Poverty Hollow Drainage District, that a special tax and/or assessment in the sum of \$ 450.00 be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

BE IT FURTHER RESOLVED that the said levy and/or assessment be and the same is hereby certified to the Woodbury County Auditor who is hereby directed to effect said levy and/or assessment against all of the said lands, etc., in the same ratio and upon the same classification as heretofore adopted, established and confirmed and enter same upon the tax list of Woodbury County for collection with the first half of the current year real estate taxes.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ July, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

ATTESTED:

BY: \_\_\_\_\_

Chairman

\_\_\_\_\_  
Patrick F. Gill, County Auditor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Date: 07/01/2021 Weekly Agenda Date: 07/06/2021

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

**WORDING FOR AGENDA ITEM:**

Consideration of quit claim deeds for vacated county rights of way in Morningside Second Addition

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county engineers office has prepared quit claim deeds for transfer of ownership of vacated streets and alleys requested during the road vacation public hearing.

**BACKGROUND:**

The Board of Supervisors held a public hearing on April 20, 2021 to consider vacating undeveloped street and alley rights of way. The board vacated the rights of way on May 4, 2021. The county engineer's office has prepared quit claim the rights of way for portions of the rights of way as requested by landowners who spoke at the hearing.

**FINANCIAL IMPACT:**

The county will place this land back on the property tax rolls.

**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 the Board approve the quit claim deeds.

**ACTION REQUIRED / PROPOSED MOTION:**

Individual motions are required to quit claim street and alley rights of way as follows. Approve quit claim deed for: 1) Right of way for Culver, 2) right of way for Sensible Properties, LLC, 3) right of way for Blutt, 4) right of way for Munhoven and Kowalke, and 5) right of way for Ludwig.

### **QUIT CLAIM DEED**

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, \_\_\_\_\_, Chairperson does hereby quit claim to Julia A. Culver, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

in Morningside Addition to Sioux City Iowa, Third Filing located in Section 4, T88N, R47W, Woodbury Township of the 5<sup>th</sup> P.M. Woodbury County, Iowa:

- 1) Part of vacated Decatur Avenue, 30' in width, adjacent to Block 28 and south of platted Ivy Street containing 7,200 square feet, more or less.
- 2) The west 8' in width (one-half) of the vacated alley in block 28 lying south of platted Ivy Street NKA Garretson Avenue containing 1,920 square feet, more or less.

in Morningside Addition to Sioux City Iowa, Second Filing located in Section 4, T88N, R47W, Woodbury Township of the 5<sup>th</sup> P.M. Woodbury County, Iowa:

- 1) Part of vacated Decatur Ave, 30' in width, adjacent to Block 28 and lying north of that portion recorded in Roll 696 Image 6241-6243 containing 16,200 square feet, more or less.
- 2) All vacated 16' north/south in width and 12' east/west in width alleys in Blocks 28, 32 & 33 containing 23,824 square feet, more or less.
- 3) Vacated Hoyne Avenue, 60' in width, lying between Block 32 & 33 containing 17,820 square feet, more or less.
- 4) The north 30' in width (one-half) of vacated Vine Street lying east of the east right-of-way line extended of vacated Decatur Avenue and west of the west right-of-way line extended of Wells Avenue containing 17,760 square feet, more or less.
- 5) The east 30' in width (one-half) of vacated Wells Avenue between Blocks 33 & 34 containing 8,910 square feet, more or less.
- 6) The north 30' in width (one-half) of vacated Morningside Avenue lying east of the centerline extended of vacated Wells Avenue and west of the west right-of-way line extended of vacated Irving Avenue containing 18,660 square feet, more or less.
- 7) Part of vacated Irving Avenue, 60' in width, lying north of the centerline extended of vacated Morningside Avenue containing 54,420 square feet, more or less.
- 8) The east 8' in width (one-half) of the vacated alley between lots 18,19 & 20,21 in Block 30 containing 640 square feet, more or less.
- 9) The vacated, 16' in width, alley between lots 7 through 17 & 22 through 32 in Block 30 containing 7,040 square feet, more or less.
- 10) The east 8' in width (one-half) of the vacated alley between lots 12 through 19 & 20 through 27 in Block 31 containing 2,560 square feet, more or less.
- 11) The vacated, 16' in width, alley between lots 7 through 11 & 28 through 32 in Block 31 containing 3,200 square feet, more or less.
- 12) Part of the vacated Vine Street, 60' in width, lying east of the west line extended of the vacated alley running through Blocks 31 & 32 and west of the west line extended of vacated Irving Avenue containing 8,460 square feet, more or less.

Said real estate being part of the original town of Sioux City and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: July 6, 2021

\_\_\_\_\_  
Chair, County Board of Supervisors

County Seal:

\_\_\_\_\_  
County Auditor

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_ a notary public in and for the State of Iowa appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and, \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**QUIT CLAIM DEED**

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, \_\_\_\_\_, Chairperson does hereby quit claim to Sensible Properties LLC, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

- 1) The east 8' in width (one-half) of the vacated alley in block 28 lying south of platted Ivy Street NKA Garretson Avenue containing 1,920 square feet, more or less, in Morningside Addition to Sioux City Iowa, Third Filing located in Section 4, T88N, R47W, Woodbury Township of the 5<sup>th</sup> P.M. Woodbury County, Iowa.

Said real estate being part of the original town of Sioux City and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: July 6, 2021

\_\_\_\_\_  
Chair, County Board of Supervisors

County Seal:

\_\_\_\_\_  
County Auditor

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_ a notary public in and for the State of Iowa appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and, \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**QUIT CLAIM DEED**

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, \_\_\_\_\_, Chairperson does hereby quit claim to David J. Blutt & Lavonne I. Blutt, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

in Morningside Addition to Sioux City Iowa, Second Filing located in Section 4, T88N, R47W, Woodbury Township of the 5th P.M. Woodbury County, Iowa:

- 1) The south 30' in width (one-half) of vacated Vine Street lying east of the east line extended of vacated Decatur Avenue and west of the west line extended of Wells Avenue containing 17,760 square feet, more or less.
- 2) The west 30' in width (one-half) of vacated Wells Avenue north of the centerline extended of vacated Morningside Avenue and south of the south line extended of Vine Street containing 9,810 square feet, more or less.
- 3) The south 30' in width (one-half) of vacated Morningside Avenue from the west line extended of vacated Wells Avenue, thence east to the east line of vacated Irving Avenue containing 42,720 square feet, more or less.

Said real estate being part of the original town of Sioux City and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: July 6, 2021

\_\_\_\_\_  
Chair, County Board of Supervisors

County Seal:

\_\_\_\_\_  
County Auditor

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_ a notary public in and for the State of Iowa appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and, \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Seal:

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**QUIT CLAIM DEED**

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, \_\_\_\_\_, Chairperson does hereby quit claim to Rosaline M. Munhoven & Lynda J. Kowalke, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

The west 8' in width (one-half) of the vacated alley between lots 18,19 & 20,21 in Block 30 containing 640 square feet, more or less, in Morningside Addition to Sioux City Iowa, Second Filing located in Section 4, T88N, R47W, Woodbury Township of the 5th P.M. Woodbury County, Iowa.

Said real estate being part of the original town of Sioux City and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: July 6, 2021

\_\_\_\_\_  
Chair, County Board of Supervisors

County Seal:

\_\_\_\_\_  
County Auditor

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_ a notary public in and for the State of Iowa appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and, \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



**QUIT CLAIM DEED**

For the consideration of one dollar (\$1.00) and other valuable consideration, Woodbury County represented by its Board of Supervisors, \_\_\_\_\_, Chairperson does hereby quit claim to Dick P. Ludwig, all right, title, interest, estate, claim, and demand on the following described real estate in Woodbury County, Iowa:

The west 8' in width (one-half) of the vacated alley between lots 12 through 19 & 20 through 27 in Block 31 containing 2,560 square feet, more or less, in Morningside Addition to Sioux City Iowa, Second Filing located in Section 4, T88N, R47W, Woodbury Township of the 5th P.M. Woodbury County, Iowa.

Said real estate being part of the original town of Sioux City and subject to other easements of record.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine or feminine gender, according to the context.

Dated: July 6, 2021

\_\_\_\_\_  
Chair, County Board of Supervisors

County Seal:

\_\_\_\_\_  
County Auditor

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me \_\_\_\_\_ a notary public in and for the State of Iowa appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the County Board of Supervisors and County Auditor, respectively, of the County of Woodbury, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county, and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors, as contained in the Supervisors Minute Book, as passed by the Board of Supervisors on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and, \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.

Seal:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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

Date: 7/1/21 Weekly Agenda Date: 7/6/21

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

**WORDING FOR AGENDA ITEM:**

Public Hearing and 3rd/Final Reading of Commercial Wind Energy Conversion Systems Ordinance

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Board will hold a public hearing for a proposed ordinance to regulate commercial wind energy conversion systems in unincorporated Woodbury County and may conduct the 3rd/final reading of said ordinance and adopt it.

**BACKGROUND:**

The Board of Supervisors recognize the existing zoning ordinance currently allows commercial wind turbines but does not provide enough safeguards for public and private property owners as it relates to setback distances, protections against damages to the county roads during their construction, or any assurances of their removal when decommissioned. As such, county staff have worked collaboratively with various relevant stakeholder groups to develop and recommend this stand-alone Ordinance to address the site plan review and application approval process for the C-WECS Special Use Permit for large-scale commercial wind turbines (with a project total nameplate generating capacity of more than 100kW) 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:**

Open and close the public hearing.  
Approve the final reading of the ordinance as amended.  
Adopt the ordinance.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to close the public hearing.  
Motion to approve the final reading of the ordinance as amended.  
Motion to adopt the ordinance.

**WOODBURY COUNTY, IOWA**  
**ORDINANCE # \_\_\_\_\_**

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

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**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 Land Use Goal of the County’s General Development Plan in order to minimize conflict with agriculture, which is the principal land use in Woodbury County, guide future growth and development of non-agricultural uses to a compact pattern by efficient and economical expansion of public infrastructure, and by recognizing the Loess Hills from the “front range” to the steeply rolling hills tapering off toward the east as a unique natural resource that should be conserved by good stewardship by the owners of the land, 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:

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**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.

**Loess Hills Landform Area** shall mean the entire landform area of wind-deposited loess soil located in Woodbury County as defined by using data in the Loess Hills of Western Iowa Special

**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.

#### **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.

<b><u>Protected Area</u></b>	<b><u>Set Back Requirement</u></b>
Adjacent Property Lines	110% of total height
Occupied Residence	1,250 feet
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)
Loess Hills Landform Area	1 mile
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.

C. **Loess Hills Landform Area.**

- 1. For purposes of this Ordinance, the Loess Hills landform area shall be defined by using data in the Loess Hills of Western Iowa Special Resource Study and Environmental Assessment prepared by the National Park Service in 2002.
- 2. The mapping of the Loess Hills landform area shall be maintained and publicly accessible for viewing on the county’s GIS website.

- 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, and the Loess Hills landform area.

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:

\_\_\_\_\_  
Patrick Gill, Woodbury County Auditor

\_\_\_\_\_  
Rocky De Witt, Chairman

\_\_\_\_\_  
Matthew Ung, Vice Chairman

\_\_\_\_\_  
Mark Monson

\_\_\_\_\_  
Keith Radig

\_\_\_\_\_  
Justin Wright

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

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

Date: 6/3/2021 Weekly Agenda Date: 7/06/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mark Monson & Dennis Butler

**WORDING FOR AGENDA ITEM:**

Approval of Woodbury County non-profit funding request from LAMB Arts Ltd.

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Give Direction       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

LAMB Theatre and School is requesting \$1,000,000 from Woodbury County to restore the historic building located at 625 Douglas.

**BACKGROUND:**

To further their fund raising efforts they need to show city and county support as some of their grants will require a match in order to apply. The restoration would return the building into it's original purpose from 1909 as a place of entertainment and community. There will be 3 performance spaces, dance rehearsal space, shops for scenic construction, and space for costumes and classroom.

**FINANCIAL IMPACT:**

Requested amount of \$1,000,000.

**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 approval of funding request from LAMB Arts Ltd.

**ACTION REQUIRED / PROPOSED MOTION:**

Approval of funding request from LAMB Arts Ltd.



## Woodbury County Nonprofit Funding Request

**Organization Name:** LAMB Arts LTD aka LAMB Theatre and School

**Are you a registered nonprofit?** YES

**Organization Mailing Address:** 3244 Jackson Sioux City, IA. 51104 (*we have been forwarding our business mail to our home since March 2020*)

**Program or Project Name:** **625 DOUGLAS PROJECT:** FROM ITS BEGINNING AS SIOUX CITY'S FIRST AUDITORIUM TO A STATE -OF -THE -ART THEATRICAL VENUE FOR ALL OF SIOUXLAND

**Contact Person:** Diana Wooley

**Title:** Executive Director

**Telephone:** 712-251-3014 /712-255-9536

**Email:** [diana.wooley@gmail.com](mailto:diana.wooley@gmail.com)

**Dollar Amount Requested:** \$1,000,000 County Fiscal Year:

**Total Program/Project Cost:** \$17,400,000

**Will County funding be leveraged with matching funds from another source?**

Some of the grants that we will be requesting require what they call a "match" from both the City and the County in order to apply.

**Summary of Funding Request and Project Goals and Objectives:**

In order to further our fundraising efforts with other funding sources, we need to show city and county support through their financial assistance.

The goals of this project are three-fold:

**Restore.** This project will restore this historic building to its rightful place as a cornerstone of our Downtown History. Returning it to its original purpose in 1909 as a place of entertainment and community: joining the exciting Renaissance that Downtown Sioux City is experiencing.

**Reimagine.** This project will completely reimagine the interior of the building. It will be home to three performance spaces with state of the art scenic and lighting capabilities and will contain a large comfortable lobby for gathering before and after shows. There will be additional spaces including a dance rehearsal space, shops for scenic construction, costumes and properties and classrooms for our students in The LAMB School as well as a Cabaret Bar –where you can relax with a beverage while enjoying a wide variety of entertainment.

**Reveal.** This project announces to the region that Sioux City is, indeed, a major cultural and artistic hub of, not only the state, but of the Greater Siouxland Region. This project will reveal the power of the arts to entertain, to gain understanding of ourselves, to explore our human condition and to come together as a community.

**Describe the Public Purposes that will be served by this funding:**

As stated above, we view this project as a source of pride for Siouxland. It will greatly enhance the corner in which it sits opposite the beautiful Woodbury County Courthouse and City Hall, adding to the historic fabric of the area. It's known fact that a restoration like this will attract even more people to our downtown and the dollars spent will enhance the quality of life in Woodbury County. This will be a wonderful expansion of the renaissance downtown Sioux City is currently experiencing. LAMB's 41-year longevity and track record points towards to success as we have developed contacts with actors, directors and playwrights throughout the country which we will be able to bring into this building to enhance and nourish our community. Creating this theatrical center will rival performance centers anywhere in the Midwest.

We also anticipate that this building will be used by our citizens for many purposes: going to theatre and cabaret performances, attending classes, working with the area colleges and the Sioux City School District's internship programs, formal and informal meetings, weddings, graduations, and other special occasions.

**Provide an itemized program/project budget showing how funding will be expended**

(attached)

## SOURCE AND USE



### USE OF FUNDS

Purchase of Land & Building

350,000

Construction Costs

11,540,000

Contingency

1,154,000

Furniture and Fixtures

335,596

Financing & Soft Costs

1,800,000

Endowment

1,500,000

Developer Fee

775,000

**Total Use of Fund \$17,454,596**

### SOURCE OF FUNDS AS OF MAY 2021

Fundraising with the Gilchrist Foundation

1,850,500

Brownfield Tax Credit

800,000

MRHD

100,000

State Historic Tax Credit

3,300,000

Margaret Ann Martin Everist Foundation

75,000

Bluestem Fund

500,000

Pledges Committed

375,000

**Funds raised: 7,000,500**