



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(APRIL 19) (WEEK 16 OF 2022)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held April 19, 2022 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the April 12, 2022 meeting
4. Approval of claims
5. CED Zoning Coordinator – Daniel Priestley
a. Approval to set the dates and times for three public hearings for the proposed Zoning Ordinance Map Amendment for parcel #894624100009 for May 3rd @ 4:40 p.m., May 10th @ 4:40 p.m. and May 17th @ 4:40 p.m.
b. Approval to set the dates and times for three public hearings for the proposed Zoning Ordinance Map Amendment for parcel #874705200002 for May 3rd @ 4:42 p.m., May 10th @ 4:42 p.m. and May 17th @ 4:42 p.m.

6. County Auditor – Patrick Gill  
Receive County Recorder’s Report of Fees Collected
  
7. County Treasurer – Tina Bertrand
  - a. Approval to lift the tax suspension for R.P.
  - b. Approve property tax refund request for Bankwest in the amount of \$102.00
  - c. Approve property tax refund request for parcels #894711257007 in the amount of \$1948.56 and parcel #884706278009 in the amount of \$2802.64
  - d. Approve property tax refund request for parcels #884731203043 in the amount of \$326.00, #884731402006 in the amount of \$1,839.00, #884732104003 in the amount of \$2,526.00, #884732131003 in the amount of \$2,220.00, #884708301008 in the amount of \$1,804.00, #894716455019 in the amount of \$751.00, #894719177002 in the amount of \$2434.00 and #894717437007 in the amount of \$1,133.00
  - e. Approve property tax refund request for parcel #894716108001 in the amount of \$1,318.00
  
8. Board Administration – Heather Van Sickle  
Approval of medical examiner contract
  
9. Human Resources – Melissa Thomas
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorization to Initiate Hiring Process

**End Consent Agenda**

10. Human Resources – Melissa Thomas
  - a. Approval to clarify that the motion for the one-time retention incentive approved by the Board on 2/15/22 includes \$1,000 per full-time employee and also applies to part-time employees on a pro rata basis Action
  - b. Approval to clarify that the motion by the Board on 2/22/22 includes salaried union employees to provide the bargained for % increase to the employee’s biweekly amount for the last pay-period of FY 22 for each pay period for FY 23 Action
  
11. Board Administration – Dennis Butler  
Pay out of the \$1,000 retention pay from ARPA fund to be paid out on April 22nd Information
  
12. Board of Supervisors – Rocky De Witt  
Direct HR Director to work with CWA 7177 leadership to create MOU to provide health insurance for the Sheriff’s Office personnel medically discharged Action
  
13. Secondary Roads – Mark Nahra
  - a. Accept the motor grader quotes and return them to the county engineer for an award recommendation Action
  - b. Accept the single axle truck quotes and return them to the county engineer for an award recommendation Action
  - c. Receive the tandem truck quotes and return them to the county engineer for an award recommendation Action
  - d. Approve the contract for corrugated metal pipe supply with Metal Culverts Inc. for \$130,758.00 for calendar year 2022 Action

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 14. County Treasurer – Tina Bertrand                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             |
| a. Approval of Mail Services LLC Master Service Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Action      |
| b. Approval of FNBO Participation Agreement for County Treasurer, County Sheriff, County Jail, County Economic Development and Siouxland District Health Department                                                                                                                                                                                                                                                                                                                                                             | Action      |
| 15. Board Administration – Dennis Butler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |
| a. Approval of resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the county for certain original expenditures paid in connection with specified projects                                                                                                                                                                                                                                                                                                                     | Action      |
| b. Approval of resolution amending the resolution authorizing the issuance of \$2,416,000 General Obligation Capital Loan Notes, Series 2022A, and levying a tax for the payment thereof; passed and approved on March 29, 2022 by substituting a new resolution therefor, approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$2,416,000 General Obligation Capital Loan Notes, Series 2022A, and levying a tax to pay said notes; Approval of the Tax Exemption Certificate | Action      |
| 16. Board of Supervisors – Jeremy Taylor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |
| Authorize Chairman to sign as a support letter for Siouxland Mental Health                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Action      |
| 17. Approve office location/space for senior and traveling judge’s office                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Action      |
| 18. Reports on Committee Meetings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Information |
| 19. Citizen Concerns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Information |
| 20. Board Concerns                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Information |

## ADJOURNMENT

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

<b>WED., APR. 20</b>	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
<b>THU., APR. 21</b>	<b>4:00 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>MON., APR. 25</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUE., APR. 26</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
<b>WED., APR. 27</b>	<b>2:30 p.m.</b>	Rolling Hills Community Services Region Governance Board Meeting
<b>THU., APR. 28</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
<b>MON., MAY 2</b>	<b>6:00 p.m.</b>	Board of Adjustment meeting, First Floor Boardroom
<b>WED., MAY 4</b>	<b>10:00 a.m.</b>	Loess Hills Alliance Protection Meeting, Pisgah, Iowa
	<b>11:00 a.m.</b>	Loess Hills Alliance Stewardship Meeting
	<b>1:00 p.m.</b>	Loess Hills Alliance Executive Meeting
	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>THU., MAY 5</b>	<b>10:00 a.m.</b>	COAD Meeting, The Security Institute
<b>WED., MAY 11</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, First Floor Boardroom
	<b>12:00 p.m.</b>	District Board of Health Meeting, 1014 Nebraska St.
	<b>6:30 p.m.</b>	911 Service Board Meeting, Public Safety Center, Climbing Hill
	<b>8:00 p.m.</b>	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
<b>THU., MAY 12</b>	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St.
	<b>4:00 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
<b>WED., MAY 18</b>	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	<b>1:00 p.m.</b>	Regional Workforce Development Meeting, 2508 4 <sup>th</sup> Street, Sioux City
<b>THU., MAY 19</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>FRI., MAY 20</b>	<b>12:00 p.m.</b>	Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
<b>MON., MAY 23</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUE., MAY 24</b>	<b>2:00 p.m.</b>	Decat Board Meeting, Western Hills AEA, Room F
<b>WED., MAY 25</b>	<b>2:30 p.m.</b>	Rolling Hills Community Services Region Governance Board Meeting
<b>THU., MAY 26</b>	<b>11:00 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce

**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.*

## APRIL 12, 2022 FIFTEENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 12, 2022 at 4:30 p.m. Board members present were Ung, Radig, De Witt, Taylor, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget Tax/Analyst, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Services Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Taylor second by Radig to approve the agenda for April 12, 2022. Carried 5-0. Copy filed.

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

3. To approve minutes of the April 5, 2022 meeting. Copy filed.
4. To approve the claims totaling \$406,351.45. Copy filed.
- 5a. To receive the Auditor's Quarterly report for January 1, 2022 thru March 31, 2022. Copy filed.
- 5b. To appoint John W. Carroll to the vacant Little Sioux Township trustee position ending 2022.
- 6a. To approve the separation of Jordan Maxon, Civilian Jailer, County Sheriff Dept., effective 04-01-22. Resignation.; the separation of Ian Pinkelman, Civilian Jailer, County Sheriff Dept., effective 04-05-22. Separation.; the transfer of Marie Thomas, Assistant Director, Juvenile Detention Dept., effective 04-18-22, \$72,347.78/year, 37%=\$9.54/hour. Position Transfer from Court Security Officer to Juvenile Detention Assistant Director., and the appointment of Timothy Jordan, P/T Youth Worker, Juvenile Detention Dept., effective 04-22-22, \$20.38/hour. Job Vacancy Posted 3-02-22. Entry Level Salary: \$20.38/hour. Copy filed.
- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for (3) Civilian Jailers, County Sheriff Dept. CWA: \$21.02/hour. Copy filed.
- 7a. To approve the refund of property tax for parcel #884706403001 in the amount of \$989.00. Copy filed.
- 7b. To approve the refund of property tax for parcel #894716326021 in the amount of \$1,192.00. Copy filed.
- 7c. To approve the refund of property tax for parcel #894735457014 in the amount of \$862.00. Copy filed.
- 7d. To approve the refund of property tax for parcel #864629178001 in the amount of \$412.00. Copy filed.
8. To approve the lifting of tax suspension for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension. Copy filed.

Carried 5-0.

9. Motion by Radig second by Taylor to approve and authorize the Chairperson to sign a Resolution for Weed Destruction Order for 2022. Carried 5-0.

### WOODBURY COUNTY, IOWA RESOLUTION #13,414 WEED DESTRUCTION ORDER

WHEREAS, it is the responsibility of each of Iowa County's Board of Supervisors to enforce the provisions of Chapter 317 of the Code of Iowa as amended with regard to the destruction of weeds, and

WHEREAS, under Chapter 317 of the Code of Iowa as amended each county Board of Supervisors must prescribe and order a program of weed destruction to be followed by landowners, tenants, and other persons in possession or control of land, and

WHEREAS, it has been determined by the Woodbury County Board of Supervisors that a program of weed destruction for the year 2022 is necessary,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that each landowner, tenant or other person in possession or control of private land shall on or before the dates stated below, destroy the below-listed noxious weeds on their land by spraying them with a suitable herbicide in a strength sufficient to kill such weeds.

1. May 2, 2022 – for Palmer amaranth annual.
2. May 9, 2022 - for musk, thistle, sow thistle, bull thistle, leafy spurge, perennial pepper grass, sour dock perennial, smooth dock perennial, and sheep sorrel perennial.
3. June 1, 2022 - for Canada thistle, Russian knapweed, buckhorn perennial, wild mustard annual, horse nettle, and teasel biennial.
4. June 6, 2022 - for field bindweed, wild carrot biennial, and quack grass.
5. June 13, 2022 - for butterprint annual, puncture vine annual, and cocklebur annual.
6. July 1, 2022 - for wild sunflower annual and poison hemlock.
7. October 3, 2022 - all thistles in the rosette stage.

BE IT FURTHER RESOLVED AND ORDERED that any person using county road Right-of-Way for haying or grazing are responsible for following the labeled restrictions listed on the following products used by Woodbury County Weed Commissioner: Grazon P&D, Streamline, Perspective, Method 240SL, and MSN 60.

BE IT FURTHER RESOLVED AND ORDERED that all weeds on county trunk and local roads and between the fence lines of such roads, whether they be noxious weeds or other weeds, shall be eradicated or otherwise destroyed, to prevent seed production, by the owner of the land adjoining the road on or before June 10, 2022.

BE IT FURTHER RESOLVED that weeds that are not destroyed in compliance with the above order may be destroyed by the Weed Commissioner, and the costs of destruction by the Weed Commissioner, including the cost of serving notice, plus a penalty of twenty-five percent of total costs shall be assessed against the property upon which the weeds were destroyed, in the case of private lands, or against the adjoining land, in the case of weeds on county roads. Landowners are to contact Weed Commissioner and notify him if there are areas that should not be sprayed with herbicides.

SO RESOLVED this 12th day of April, 2022  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

10. Motion by Radig second by De Witt to defer approval of location/space for senior & traveling judge's office. Carried. Copy filed 5-0.
11. The Board heard reports on committee meetings.
12. Citizen concerns.
13. Board concerns were heard.

The Board adjourned the regular meeting until April 19, 2022.

Meeting sign in sheet. Copy filed.

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

Date: 4/14/22 Weekly Agenda Date: 4/19/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Daniel Priestley, CED Zoning Coordinator

**WORDING FOR AGENDA ITEM:**

Schedule Dates and Times for 3 Public Hearings on a Proposed Zoning Ordinance Map Amendment (rezone) of Parcel #894624100009 from Agricultural Preservation to the Agricultural Estates Zoning District.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

This item requests the Board to set the dates and times for 3 public hearings for a proposed zoning ordinance map amendment (rezone) of Parcel #894624100009 from Agricultural Preservation to the Agricultural Estates Zoning District.

**BACKGROUND:**

The Joint Revocable Living Trust of Alvin O. Zellmer and Barbara Zellmer has filed an application for a zoning ordinance map amendment (rezone) from the Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District on the property identified as Parcel #894624100009 and located in the SW ¼ of the NW ¼, the SE ¼ of the NW ¼, and the SW ¼ of the NE ¼ of Section 24, T89N R46W (Concord Township). A portion of the property is in the Zone A Floodplain. This rezone application is required as part of a concurrent minor subdivision application to establish three lots.

**FINANCIAL IMPACT:**

0

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

Yes  No

**RECOMMENDATION:**

Set the dates and times for 3 public hearings for the proposed Zoning Ordinance Map Amendment:

Tuesday, 05/3/22, 4:40 PM  
Tuesday, 05/10/22, 4:40 PM  
Tuesday, 05/17/22, 4:40 PM

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to set the dates and times for 3 public hearings for the proposed Zoning Ordinance Map Amendment:

Tuesday, 05/3/22, 4:40 PM  
Tuesday, 05/10/22, 4:40 PM  
Tuesday, 05/17/22, 4:40 PM



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

Date: 4/14/22 Weekly Agenda Date: 4/19/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Daniel Priestley, CED Zoning Coordinator

**WORDING FOR AGENDA ITEM:**

Schedule Dates and Times for 3 Public Hearings on a Proposed Zoning Ordinance Map Amendment (rezone) of Parcel #874705200002 from Agricultural Preservation to the Agricultural Estates Zoning District.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

This item requests the Board to set the dates and times for 3 public hearings for a proposed zoning ordinance map amendment (rezone) of Parcel #874705200002 from Agricultural Preservation to the Agricultural Estates Zoning District.

**BACKGROUND:**

Dolf Ivener on behalf of the Maxys Family Farm LLC and the Brian and Bonnie Ivener Trust has filed an application for a zoning ordinance map amendment (rezone) from the Agricultural Preservation (AP) to the Agricultural Estates (AE) Zoning District on the property identified as Parcel #874705200002 and located in the NE 1/4 of the NE 1/4 of Section 5, T87N R47W (Liberty Township). A small portion of the property is in the Zone A Floodplain. This rezone application is required as part of a concurrent minor subdivision application to establish four residential lots.

**FINANCIAL IMPACT:**

0

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

Yes  No

**RECOMMENDATION:**

Set the dates and times for 3 public hearings for the proposed Zoning Ordinance Map Amendment:

- Tuesday, 05/3/22, 4:42 PM
- Tuesday, 05/10/22, 4:42 PM
- Tuesday, 05/17/22, 4:42 PM

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to set the dates and times for 3 public hearings for the proposed Zoning Ordinance Map Amendment:

- Tuesday, 05/3/22, 4:42 PM
- Tuesday, 05/10/22, 4:42 PM
- Tuesday, 05/17/22, 4:42 PM

**COUNTY RECORDER'S REPORT OF FEES COLLECTED**  
(See Chapter 342, Code)

State of IOWA ) SS:  
County of WOODBURY )

To the Board of Supervisors of WOODBURY County:

I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above-named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 1/01/2022 through 3/31/2022 and the same has been paid to the County Treasurer.

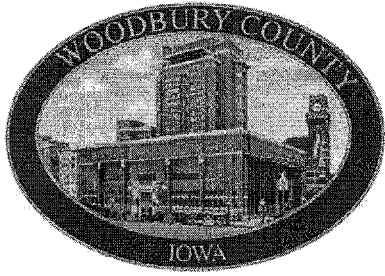
	Fees Collected
R.E. Transfer Tax State-Monthly	73,086.79
County Share R.E. Transfer Tax—Quarterly	38,471.36
Recording of Instruments—Quarterly	98,970.00
Auditor's Transfer Fee—Quarterly	5,895.00
Records Management Fees—Quarterly	4,133.00
Elec Tran Fee State Untransferred (Quarterly)	4,133.00
Copy Money-Quarterly	880.00
Vitals Stats State-Monthly	10,684.00
Vitals Stats County-Quarterly	10,484.00
Accts. Receivable Payment-Quarterly	3,373.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(3,341.00)
Bad Check Adjustment—Quarterly	0
Recorder Over/Short—Quarterly	50.00
Vitals Over/Short—Quarterly	0
Refunds--Quarterly	24.00
Adjustment—Quarterly	(22.00)
<b>Total</b>	<b>246,821.15</b>

All of which is respectfully submitted.

*DIANE SWOBODA PETERSON, Deputy*  
DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 17th day of April, 2022.

*Patrick F. Gill*  
\_\_\_\_\_  
PATRICK F. GILL County Auditor



**Tina M Bertrand**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

April 12, 2022

Dear Board of Supervisors,

RE: 8948 14 353 012-Robert Peterson

Please remove the suspension of taxes for Robert Peterson at 1205 Pacquette Ave. This property has been sold and has changed ownership. It is now owned by ATM Investments. There is a \$0.00 balance on taxes owing.

Thank you for your time,

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

Janet L Trimpe  
Woodbury County Tax Deputy

**WOODBURY COUNTY, IOWA**

**RESOLUTION # 11,954**

**RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES**

**WHEREAS**, Robert Peterson, is the titleholder of properties located at 1205 Pacquette Avenue., Sioux City, Woodbury County, Iowa, and legally described as follows:

**Parcel # 894814353012**

**Edgewater 2nd Lot Sixteen (16) Block Seventeen (17), City of Sioux City, Woodbury County, Iowa**

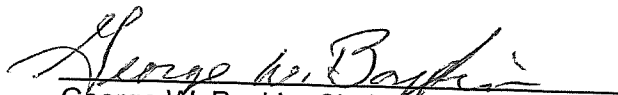
**WHEREAS**, Robert Peterson, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

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


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

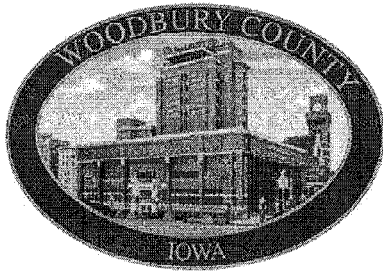
**SO RESOLVED** this 2<sup>nd</sup> day of January, 2014.

WOODBURY COUNTY BOARD OF SUPERVISORS

  
George W. Boykin, Chairman

ATTEST:

  
Patrick F. Gill,  
Woodbury County Auditor/Recorder



**Tina M Bertrand**  
Treasurer of Woodbury County  
Property Tax  
822 Douglas Street Suite 102  
Sioux City, IA 51101  
712-279-6495

April 12, 2022

Dear Board of Supervisors,

Please approve the following refunds.

- 1) **Bankwest \$102.00** out of county address  
(Bankwest requested refund for a mobile home owned by Lacinda Breuer that is in Sioux County-pymt should have not been paid in Woodbury County)
  
- 2) **Doug Webb \$1948.56** 4239 Fillmore St  
(Customer had problems paying on-line, parcel 8947 11 257 007 ended up getting paid 4 times in error)
  
- 3) **Doug Webb \$2802.64** 2208 S Patterson  
(Customer had problems paying on-line, parcel 8847 06 278 009 ended up getting paid 4 times in error)
  
- 4) **Corelogic \$326.00** 420 Maupin Lane  
(Both Central Bank & Corelogic paid on parcel 8847 31 203 043 owned by Carol Meredith & Patrick Gill)
  
- 5) **Corelogic \$1839.00** 505 Stonegate Circle  
(Both Amrock & Corelogic paid on parcel 8847 31 402 006 owned by Terry & Betty Taylor)
  
- 6) **Corelogic \$2526.00** 206 Windsor Way  
(Both Amrock & Corelogic paid on parcel 8847 32 104 003 owned by Craig & Jeanie Jorgensen)

7) **Corelogic**                    **\$2220.00**                    405 Windsor Way  
(Both Servicelink & Corelogic paid on parcel 8847 32 131 003 owned by Tyler & Autumn Bos)

8) **Corelogic**                    **\$1804.00**                    4405 Crown Point Ct  
(Both Servicelink & Corelogic paid on parcel 8847 08 301 008 owned by Rachelle Counter)

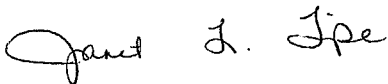
9) **Gary C Trapp**                **\$1318.00**                    304 36<sup>th</sup> St  
(Both owner & Northwest Bank paid on parcel 8947 16 108 001 owned by Gary C Trapp)

10) **Corelogic**                    **\$751.00**                    2905 Virginia St  
(Both Amrock & Corelogic paid on parcel 8947 16 455 019 owned by Matthew & Theresa Max)

11) **Corelogic**                    **\$2434.00**                    2400 Casselman St  
(Both Central Bank & Corelogic paid on parcel 8947 19 177 002 owned by Martin Anderson)

12) **Corelogic**                    **\$1133.00**                    33 Congress Ave  
(Both Closing Siouxland & Corelogic paid on parcel 8947 17 437 007 owned by Schmit Properties)

Thank you for your time,



Janet L Trimpe  
Woodbury County Tax Deputy

**AGREEMENT - WOODBURY COUNTY MEDICAL EXAMINER**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of April, 2022, by and between Woodbury County, Iowa (hereinafter "County"), a municipal corporation organized and existing under the laws of the State of Iowa and Julie A. Breiner, M.D. (hereinafter "Examiner"), a doctor of medicine and surgery, licensed under the laws of the State of Iowa, whose office is located at 2720 Stone Park Boulevard, Sioux City, Iowa.

**WHEREAS**, the County seeks the services of a Medical Examiner as set forth in Iowa Code §§ 331.801-331.805.

**WHEREAS**, Examiner seeks to provide the County with medical, pathological and other services described in Iowa Code §§ 331.802-331.805 and such other services as may be reasonably requested by the County.

**WHEREAS**, the County and Examiner (hereinafter "Parties") seek to set forth in this Agreement the entire understanding between the Parties as to the terms under which the Examiner will provide these services to the County and the terms and conditions upon which the County will pay Examiner for such services.

**NOW THEREFORE, IN CONSIDERATION** of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

**I. Term**

This Agreement shall be a two (2) year term commencing April 19, 2022 and continuing through December 31, 2023.

## **II. Services Provided**

A). Examiner shall provide the County with the services set forth under Iowa Code §§ 331.801-331.805. The Examiner shall provide these services in person or may appoint such deputy medical examiners as she may believe expedient to assist her in the performance of such services; provided, that any such deputy meets the licensure requirements set forth in this Agreement.

B). Examiner shall cooperate with and assist all law enforcement officials, including the Woodbury County Attorney's Office and the Iowa Department of Criminal Investigations, in the investigation of criminal matters disclosed through the work of the Examiner or an appointed deputy. Cooperation shall include testifying in court or by deposition when requested by law enforcement officials.

C). Examiner shall provide the County with such other services as may be reasonably be requested by the County that are rationally related to the duties imposed upon a County Medical Examiner under Iowa Code §§ 331.801-331.805.

## **III. Payment for Service**

A). The Examiner shall submit claims chargeable to the County under Iowa Code §331.802 within a reasonable time not to exceed three months. Each claim shall include sufficient documentation to demonstrate County responsibility under Iowa Code §331.802. The County shall pay the Examiner for those invoices submitted and meeting the criteria for payment set forth in Iowa Code § 331.802 or agreed upon between the parties within 60 days.



#### **IV. Licensure Level**

The Examiner, and any appointed deputy examiner, shall be licensed in the State of Iowa as a doctor of medicine and surgery, a doctor of osteopathic medicine and surgery, or an osteopathic physician.

#### **V. Default**

A). In the event that the Examiner shall fail to comply with any term, condition or covenant of this Agreement, the County shall give the Examiner notice of said default, which notice shall specify in detail the nature of such claimed default, and Examiner shall have thirty (30) days after receipt of said notice, within which to rectify said default.

B). Should said notice be uncomplied with, within said period of thirty (30) days, the County may terminate this Agreement forthwith.

C). If Examiner is unable to serve in a particular case or for a particular period of time, Examiner shall notify the chairman of the County Board of Supervisors within ten (10) days of ascertaining his unavailability. In such case, the County Board of Supervisors shall designate another qualified physician to serve temporarily.

D). The Examiner covenants and agrees that if the Examiner shall at any time fail to perform any act, covenant, term or condition on the Examiner's part to be performed under this Agreement, the County may contract with any other acceptable party for performance of such services until the default is cured.

#### **VI. Termination**

The County and the Examiner shall have the option to terminate this Agreement at any time upon thirty (30) days notice to the other party. The Agreement may also be

amended or terminated by the County at any time without notice to the Examiner due to lack of funds, changes to authorization, or legislative changes. No legal action shall exist against the County by the Examiner in the event of any one of the foregoing contingencies. The Examiner acknowledges in entering into this Agreement, that the County maintains the ability to terminate or amend this Agreement under the terms specified above and that no legal action shall lie based upon these grounds.

**VII. Invalidity of Particular Provisions**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**VIII. Assignment**

This Agreement shall be binding on the parties hereto and neither party shall assign or transfer his interest in this Agreement without the written consent of the other party hereto.

**IX. Limited Waiver**

The failure of the County to insist on strict performance of any of the terms and conditions hereto shall be deemed a waiver of the rights and remedies that the County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

**X. Notice**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered mail, postage prepaid and return receipt requested to the party to be notified at the address that it maintains as its principal mailing address or such other address as either party from time to time may designate to the other party in writing. Each notice shall be deemed to have been given at the time it is deposited in the United States Mail in the manner proscribed herein. Nothing herein shall be construed to preclude personal service of any notice in the manner prescribed to personal service of a summons or other legal process.

**XI. Instrument as Entire Agreement**

This instrument contains the entire agreement between the Parties, and no statement, promise, or inducements made by either party that are not contained in this written contract shall be valid or binding. This contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands for the purposes herein expressed to this instrument, as of the \_\_\_\_\_ day of April, 2022.

\_\_\_\_\_  
Chairman  
Woodbury County Board of Supervisors

\_\_\_\_\_  
Julie A. Breiner, M.D.

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

**DATE:** April 19, 2022

**\* 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
Scott, Molli	County Treasurer	4-22-22	Clerk II			S	Resignation.
Lieber, Jesse	Juvenile Detention	4-25-22	Assistant Director	\$63,398.16/year		A	Job Vacancy Posted 3-9-22. Entry Level Salary: \$63,398.16/yr.
Donawa, Andrew	Emergency Services	4-29-22	Director			S	Resignation.
Warder, Madison	County Attorney	5-02-22	Assistant County Attorney	\$76,434/year	4.5%=\$3,346/year	R	Per AFSCME Assist. County Attorney Contract agreement, from Step 4 to Step 5.
Barbagallo, Kimberlie	County Auditor	5-02-22	Clerk II	\$20.60/hour	5.4%=\$1.07/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 3 to Grade 3/Step 4.
McDermott, Deborah	County Treasurer	5-02-22	Clerk II	\$22.80/hour	10.6%=\$2.20/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 3/Step 4 to Grade 3/Step 5.
Hinds, Dylan	Emergency Services	5-02-22	Operations Officer-Paramedic	\$19.95/hour	6%=\$1.13/hour	E	End of Probation Salary Increase.

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

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

**HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA**

**DATE: April 19, 2022**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

<b>DEPARTMENT</b>	<b>POSITION</b>	<b>ENTRY LEVEL</b>	<b>APPROVED</b>	<b>DISAPPROVED</b>
County Treasurer	(2) Clerk II	AFSCME Courthouse: \$17.78/hour		
Emergency Services	Director	Wage Plan: \$65,000- \$75,000/year		

\_\_\_\_\_  
Chairman, Board of Supervisors

**From:** Tina Bertrand  
**Sent:** Tuesday, April 12, 2022 4:38 PM  
**To:** Melissa Thomas <melissathomas@woodburycountyiowa.gov>  
**Subject:** Authorization to Hire

Melissa:

Please except this email as a written request for authorization to hire two new clerk II positions. We currently have 2 positions open. We had one employee resign at the end of February that we elected to hold off on the hiring process until after the tax season. March interviews would have been too much and we do not want to lose potential candidates if we cannot interview soon enough. The second position will be open as of April 22, 2022.

Thank you for your assistance in this matter.

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

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

Date: 04/11/2020 Weekly Agenda Date: 04/19/2022

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

**WORDING FOR AGENDA ITEM:**

Discussion and Action on Clarification of the Board of Supervisors 02/15/2022 Motion to Provide a One-Time retention Incentive

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This agenda item is to clarify the motion made by the Board of Supervisors regarding the \$1,000 retention incentive.

**BACKGROUND:**

The minutes read "Motion by Ung second by Taylor to authorize up to \$250,000 in State and Local Fiscal Recovery Funds to provide a one-time retention incentive of \$1,000 per full-time union employee." The dollar amount in the motion included the cost of part-time employees calculated on a pro rata basis, but the motion also referenced only "full time employee[s]"

**FINANCIAL IMPACT:**

Zero - Video of the 2/15/22 meeting reveals that the Board desired to provide the retention incentive to part-time employees on a pro-rata basis and included the amount necessary to do that in the original motion.

**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:**

Clarify that the motion for the one-time retention incentive approved by the Board includes \$1,000 per full-time employee and applies to part-time employees on a pro rata basis.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to clarify that the motion for the one-time retention incentive approved by the Board on 2/15/22 includes \$1,000 per full-time employee and also applies to part-time employees on a pro rata basis.

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

Date: 04/11/2022 Weekly Agenda Date: 04/19/2022

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

**WORDING FOR AGENDA ITEM:**

Discussion and Action on Clarification of the Board of Supervisors 02/22/2022 Motion Regarding Salaried Employees FY 23 Pay Periods

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This agenda item is to clarify the motion made by the Board of Supervisors regarding the impact of FY 23 having 27 pay periods on salaried employees bi-weekly paycheck.

**BACKGROUND:**

The minutes read "Motion by Taylor second by De Witt to appropriate \$156,303 to provide a 4% increase for salaried wage plan employees to the employee's biweekly amount for the last pay-period of FY 22 for each pay -period for FY 23." The amount in the motion included the cost of salaried union employees at their bargained salary % increase but the motion only referenced "wage plan employees"

**FINANCIAL IMPACT:**

Zero. Video of the 2/22/22 meeting shows that the Board discussed and desired to include the affected salaried union employees. The original motion included the amount necessary to do that.

**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:**

Clarify whether the motion includes salaried union employees.  
The Board's prior deliberation of this issue starts at the 1:17:00 mark of the 2/22/22 meeting with initial Board comments beginning at at 1:25:00 and the vote at 1:35:00.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to clarify that the motion by the Board on 2/22/22 includes salaried union employees to provide the bargained for % increase to the employee's biweekly amount for the last pay-period of FY 22 for each pay period for FY 23.



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

Date: 4/12/22 Weekly Agenda Date: 4/19/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Rocky De Witt

**WORDING FOR AGENDA ITEM:**

Direct HR Director to work with CWA 7177 leadership to create MOU to provide health insurance for the Sheriff's Office personnel medically discharged

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

As additional coverage/expansion of "Regarding Fallen Heroes and Families to Remain on County Health Insurance"

**BACKGROUND:**

To provide health insurance to families of the Sheriff's Office personnel who are discharged from service should they become injured in the line of duty @ 100% to the extent that they are no longer able to do normal duties as required by Sheriff's Office for both deputies and correctional offices.

**FINANCIAL IMPACT:**

Unknown and hopefully rarely utilized funds to come from health insurance pool if needed.

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

Yes  No

**RECOMMENDATION:**

Pass proposed motion

**ACTION REQUIRED / PROPOSED MOTION:**

Authorize HR Director to work with CWA 7177 leadership to create MOU to provide health insurance for the Sheriff's Office personnel medically discharged.

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

Date: 4/14/2022 Weekly Agenda Date: 4/19/2022

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for two new motor graders for the secondary road department

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting quotations for two new all wheel drive motor graders for purchase.

**BACKGROUND:**

The county owns 21 motor graders. Twenty have territory assignments and one serves as a spare motor grader. Typically we update one or two motor graders per year. This year the motor graders replace aging machines in the Merville and Hornick districts.

**FINANCIAL IMPACT:**

The purchases are paid for with Woodbury County local secondary road funds.

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

Yes       No

**RECOMMENDATION:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board accept the motor grader quotes and return them to the county engineer for an award recommendation.

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

Date: 4/14/2022 Weekly Agenda Date: 4/19/2022

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for two single axle dump truck for the secondary road department

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting a quotation for two new single axle dump trucks for purchase.

**BACKGROUND:**

The county owns 17 dump trucks, 5 flatbed trucks, and three truck plows that are used for material hauling and snow removal. This year the truck replaces two aging International single axle trucks in the Hornick and Oto districts with new single axle trucks.

**FINANCIAL IMPACT:**

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

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

Yes       No

**RECOMMENDATION:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board accept the single axle truck quotes and return them to the county engineer for an award recommendation.

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

Date: 4/14/2022 Weekly Agenda Date: 4/19/2022

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for a wheel loader for the secondary road department

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

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

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

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

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

Yes  No

**RECOMMENDATION:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board receive the tandem truck quotes and return them to the county engineer for an award recommendation.

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

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

# MATERIAL CONTRACT

THIS AGREEMENT made and entered into by and between Woodbury County, by its Board of Supervisors, consisting of the following members: Keith Radig, Matthew Ung, Rocky DeWitt, Justin Wright and Jeremy Taylor

party of the first part, and Metal Culverts Inc.  
of Jefferson City, MO, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of -----  
One Hundred Thirty Thousand Seven Hundred Fifty Eight Dollars and 00/100 Dollars  
(\$130,758.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to furnish f.o.b. the locations as designated in the Instruction to Bidders, and within the time specified therein the various items of material listed below as follows: Complete delivery of all materials on or before the 1st day of June 2022 (Corrugated metal culvert pipe per letting date March 22, 2022).

Item No.	Description	Quantities Total Lin. Ft.	Unit Price Dollars	Dollar Amount
1.	18' Culvert Pipe	194 L.F.	\$25.20 Per Lin. Ft.	\$ 4,888.80
2.	24" Culvert Pipe	2,328 L.F.	\$33.60 Per Lin Ft.	\$ 78,220.80
3.	30" Culvert Pipe	228 L. F.	\$41.25 Per Lin Ft.	\$ 9,405.00
4.	36" Culvert Pipe	612 L. F.	\$49.20 Per Lin Ft.	\$ 30,110.40
5.	18" Connecting Band	11 Each	\$37.80 per each	\$ 415.80
6.	24" Connecting Band	61 Each	\$67.20 per each	\$ 4,099.20
7.	30" Connecting Band	20 Each	\$82.50 per each	\$ 1,650.00
8.	36" Connecting Band	20 Each	\$98.40 per each	\$ 1,968.00
<b>TOTAL</b>				<b>\$130,758.00</b>

NOTE: Fabricated lengths and delivery sites will be per LETTING NOTICE Sheets 3 through 4

That at the option of the Party of the First Part, the amounts of materials may be increased or decrease within thirty (30) days from date thereof, not to exceed ten (10) per cent, without invalidating this contract. Department of Transportation  
That the Proposal, Instructions to Bidders, specific Contract and the Specifications of the Iowa Department of Transportation date of Series, 2015 covering the various kinds or classes of material herein specified, are and constitute the contract between the parties hereto, and that all material furnished shall comply with requirements thereof.  
That the dates of delivery specified in the Proposal are of the essence of this contract and a failure to make delivery by the specified date of delivery shall constitute a breach of this contract, and the Party of the First Part may thereafter purchase such material at its option, and the difference in cost, if any, between the amounts so paid for the material and the contract price for the same shall constitute the measure of damage to be paid by the Party of the Second Part to the Party of the First Part for such breach.  
That in consideration of the foregoing, the Party of the First Part agrees to inspect all material promptly upon delivery and to pay to the Party of the Second Part the sums as set forth in the contract promptly after the inspection and acceptance of the material.  
In WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed, to this and three other instruments of like tenor, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Woodbury County, Iowa  
Party of the First Part  
By \_\_\_\_\_  
Keith Radig, Chairman  
  
Metal Culverts Inc.  
By Travis Mills

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

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

# Master Services Agreement

**THIS MASTER SERVICES AGREEMENT (“Agreement”)** is made and effective as of **January 25, 2022** (the **“Effective Date”**) by and between the undersigned company (the **“COMPANY”**), and Woodbury County, Iowa, a political subdivision organized and existing under the laws of the State of Iowa, (**“CLIENT”**). COMPANY and CLIENT may be referred to herein each individually as a **“Party”** and collectively, as the **“Parties.”**

WHEREAS, COMPANY is a provider of the services described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, CLIENT desires to engage COMPANY to perform certain services for CLIENT; and

WHEREAS, COMPANY is willing to perform services to CLIENT on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, including Exhibit A, the Parties agree as follows:

## 1. Definitions.

Terms defined in the Preamble shall have the meanings given to them there. Terms defined elsewhere in this Agreement or in any SOW (as defined below) shall have the meanings given to them where they are defined. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) **“Addendum(s)”** means the document or documents entitled with the word “Addendum” and may have an identifiable item number or letter following. These will be used for clarification of items such as pricing or other parts not included in the Agreement.

(b) **“Deliverables”** means any and all written materials and other items that are to be furnished by COMPANY to CLIENT as set forth in this Agreement or any SOW.

(c) **“Services”** means the services and Deliverables to be provided by COMPANY to CLIENT as set forth in this Agreement or any SOW.

(d) **“SOW(s)”** means the document or documents entitled “Statement of Work” that COMPANY and CLIENT may mutually execute from time to time, if applicable, in order to specify the Services that may be obtained from COMPANY.

(e) **“Specifications”** means any functional specifications, descriptions or requirements of the Services, including Deliverables.

## 2. Statements of Work.

(a) From time to time during the Term (as defined below) of this Agreement, COMPANY and CLIENT may enter into one or more SOWs, which shall specify: (i) a description of the Services, including Deliverables to be provided by COMPANY; (ii) any Specifications; (iii) the performance schedule relating to the Services (including commencement and completion dates); (iv) the applicable fees for the Services; and (v) the effective date of the SOW.

(b) Neither COMPANY nor CLIENT shall be obligated to enter into any SOW, and COMPANY shall not, and shall not be obligated to, perform any Services not specifically set forth in a SOW. Each SOW shall be signed by both Parties and, upon execution, shall be deemed a part of this Agreement.



### 3. Change Orders.

From time to time, CLIENT may request changes (including additions, modifications and deletions) to the Services. COMPANY shall review and discuss any such request from CLIENT and notify CLIENT in writing of any adjustments to the SOW or Addendum required to implement such request. If CLIENT agrees to such adjustments and COMPANY approves the changes, then the document(s) shall be amended to reflect those changes and adjustments in a writing signed and dated by CLIENT and COMPANY and attached to the Agreement. Such changes and adjustments shall become effective on the date that COMPANY signs and dates such writing. Only those changes approved by COMPANY in writing shall be binding on COMPANY.

### 4. Delivery Schedule.

Turnaround time for all Deliverables will be as set forth in the applicable SOW. All turnaround times set forth in the SOW do not account for: (a) a Force Majeure Event (as defined in Section 11) occurs and is continuing; (b) inaccurate information provided by CLIENT, including, but not limited to undeliverable, unreadable, or otherwise rejected addresses, malformed or data not matching expected formats as agreed upon during onboarding; or (c) mailings exceeding 50,000 pieces per day for processing. In the event any of the foregoing circumstances arise, COMPANY and CLIENT will work together in good faith to resolve them.

### 5. Holidays and Weekends

Notwithstanding anything in this Agreement or any SOW to the contrary, the COMPANY's days of operation are Monday through Friday. COMPANY currently has the following six official holidays and its offices will not be open for business (this list may be modified by COMPANY from time to time in its sole discretion): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Weekend availability can be arranged on an as needed basis and may result in additional billable charges. All weekend work must be agreed to by COMPANY in writing. Weekend work is not guaranteed and will be available based on capacity available.

### 6. CLIENT Obligations. During the Term of this Agreement, CLIENT shall:

- (a) cooperate with COMPANY in all matters relating to the Services;
- (b) respond promptly to any COMPANY request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for COMPANY to perform Services in accordance with the requirements of this Agreement or any SOW; and
- (c) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services, the use of CLIENT Materials (as defined below), in all cases before the date on which the Services are to start under the applicable SOW.

If COMPANY's performance of its obligations under this Agreement or any SOW is prevented or delayed by any act or omission of CLIENT, COMPANY shall not be deemed in breach of its obligations under this Agreement or any SOW or otherwise liable for any costs, charges, or losses sustained or incurred by CLIENT, in each case, to the extent arising directly or indirectly from such prevention or delay.

### 7. Duration and Termination.

- (a) **Term.** This Agreement shall become effective on the Effective Date and shall continue in force for a period of three (3) years ("**Initial Term**") and may be renewed for an additional two (2) successive one (1) year extensions ("**Renewal Term**"), unless earlier terminated by either Party as described below.
- (b) **Termination.** This Agreement may be terminated by the Parties as follows:
  - (i) **Mutual Termination Rights.** By either Party, for any reason, upon written notice to the other Party at least 90 days prior to the termination date. In the event of termination for convenience, the

Parties will be obligated to perform pursuant to this Agreement up until the date specified in the written termination notice. No penalty shall be incurred for termination under this section.

(ii) **COMPANY Termination Rights.** By COMPANY if: (A) CLIENT fails to pay any amount when due under this Agreement and such failure continues for five (5) days after CLIENT'S receipt of written notice from COMPANY detailing such failure; (B) CLIENT has not performed or complied with any of the other terms or conditions of this Agreement in whole or in part and either the breach cannot be cured, or if the breach can be cured, it is not cured by CLIENT within 30 days after CLIENT's receipt of written notice from COMPANY detailing such breach; or (C) CLIENT becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or a third party files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and CLIENT fails to have such petition dismissed within 60 days after the date such petition was filed.

(iii) **CLIENT'S Termination Rights.** By CLIENT if: (A) COMPANY has not performed or complied with any of the other terms or conditions of this Agreement in whole or in part and either the breach cannot be cured, or if the breach can be cured, it is not cured by or reasonable steps toward cure have not been made by COMPANY within 30 days after COMPANY'S receipt of written notice from CLIENT detailing such breach; (B) CLIENT becomes aware that COMPANY furnished any statement, representation, warranty or certification in connection with this Agreement, the Request for Proposal or the Proposal that is false, deceptive, or materially incorrect or incomplete; (C) COMPANY or any parent or affiliate of COMPANY owning a controlling interest in COMPANY dissolves; (D) COMPANY terminates or suspends business, except in relation to a FORCE MAJURE event, as defined in Section 11 of this Agreement; (E) COMPANY has failed to comply with any applicable international, federal, state or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract ; (F) COMPANY infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret; (G) COMPANY fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy or (H) COMPANY becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or a third party files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and COMPANY fails to have such petition dismissed within 60 days after the date such petition was filed.

**(c) Effects of Termination.**

(i) Upon the expiration or earlier termination of this Agreement, all amounts owed by CLIENT to COMPANY under this Agreement or any SOW, or otherwise, shall become immediately due and payable to COMPANY for Deliverables and Services actually and satisfactorily provided.

(ii) Upon termination of this Agreement, CLIENT agrees to reimburse COMPANY for any unused materials purchased for CLIENT, on CLIENT's behalf, by COMPANY.

(iii) Upon the expiration or earlier termination of this Agreement, each Party shall promptly: (A) except as otherwise provided in (B), return to the other Party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information (as defined below); (B) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are (1) required by applicable law to be maintained by such Party and (2) maintained for archive copies on its disaster recovery or information technology backup systems; and (C) certify in writing to the other Party that it has complied with the requirements of this subsection.

**8. Service Fees and Payment Mechanics.**

(a) **Service Fees.** CLIENT shall pay COMPANY for the Services hereunder pursuant to the rates set forth in the Agreement or applicable SOW (the "**Rates**"), provided however, that the Rates are subject to change at

any time as set forth herein. Any amounts not paid by CLIENT when due shall bear interest from the date due until paid at the rate of 18% per annum (1.50% per month).

(b) **Rate Changes.** The Rates as stated in the Agreement or applicable SOW are subject to change based on the changes of costs incurred by COMPANY in performing the Services including, but not limited to, changes made by the U.S. Postal Service. Notwithstanding the foregoing, except for Rate changes due to changes made by the U.S. Postal Service, COMPANY shall not increase the Rates for one (1) year. After nine (9) months, but before January 25<sup>th</sup>, COMPANY may submit price adjustments for the next year. Price adjustments may not increase more the 3% for the next year. To maintain rates COMPANY may be required to order quantities in larger amounts. Any unused amounts due to CLIENT requests for changes in product will be charged back to the CLIENT for the unused portion.

(c) **Payment Mechanics.** For the Services to be provided hereunder, the CLIENT agrees to pay COMPANY those fees and charges set forth in this Agreement and any applicable SOW. COMPANY will invoice CLIENT for Services provided on a monthly basis. All invoices shall be due and payable within thirty (30) days from the date of the invoice. The CLIENT shall be responsible for the payment of all sales, use or other like taxes, if any, related to COMPANY's performance of the Services. COMPANY may suspend all Services to be provided by COMPANY hereunder if CLIENT fails to pay any amount due hereunder in accordance with the terms of this Section.

(d) **Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the CLIENT may withhold compensation or payments to COMPANY, in whole or in part, without penalty to the CLIENT or work stoppage by COMPANY, in the event the CLIENT determines that:

- (1) COMPANY has failed to perform any of its duties or obligations as set forth in this Contract.
- (2) Any Deliverable or Service has failed to meet or conform to any applicable specifications contained in the SOW, except for failure to meet or conform to specifications where CLIENT has not met CLIENT's responsibilities pursuant to Section 9(e) of this Agreement.
- (3) No interest shall accrue or be paid to COMPANY pursuant to Section 8(a) of this Agreement on any compensation or other amounts withheld or retained by the CLIENT under this section.

## 9. Limitation of Liability for Services Performed

(a) **Disclaimer.** COMPANY HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS, IMPLIED (INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), STATUTORY, OR OTHERWISE ARISING UNDER THIS AGREEMENT.

(b) **Exclusive Remedy.** CLIENT acknowledges and agrees that if CLIENT is unsatisfied with the Services provided by COMPANY, CLIENT'S sole and exclusive remedy hereunder is limited to COMPANY's re-performance of Services.

(c) **Claims Period; Disclaimer Consequential Damages.** IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOST PROFITS, OR LOST GOODWILL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) **Client Responsibilities.** COMPANY will not be responsible for events occurring from malformed and/or changed input (data or PDF) into the processing steps. CLIENT understands that it is CLIENT's responsibility to ensure any files submitted to COMPANY meet the agreed upon format and content. CLIENT is also responsible for notifying COMPANY of any changes being made to the input with enough advance notice to allow COMPANY to make the necessary alterations to allow the accurate generation of product for the CLIENT and all such change requests shall be subject to Section 3 hereof.

## 10. Indemnification

(a) **CLIENT Indemnification Obligations.** CLIENT agrees, to the extent permitted by the Constitution of the State of Iowa, to defend, indemnify and hold COMPANY and its affiliates, and its and their respective officers, directors, members, managers, shareholders, agents and employees harmless from and against

any and all claims, demands, liabilities, losses, damages (including treble damages in the case of infringement), penalties, sanctions, actions, judgments, costs, expenses (including attorney's fees) (collectively, "**Losses**") arising out of or relating to: (i) any breach of this Agreement by CLIENT or any CLIENT representatives; (ii) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name proprietary information or other intellectual property or proprietary rights by CLIENT or any materials provided by CLIENT to COMPANY ("**CLIENT Materials**"); (iii) any negligent acts, omissions and/or willful misconduct of CLIENT or its representatives; or (iv) any violation by CLIENT, its representatives or the CLIENT Materials of any federal, state, or local laws, rules, regulations, ordinances or orders.

(b) **COMPANY Indemnification Obligations.** COMPANY shall defend, indemnify and hold CLIENT and its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns harmless from and against any and all claims, disputes, demands, damages, actions, judgments, liabilities, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against CLIENT arising out of or related to: (i) any breach of this Agreement by COMPANY or its representatives; (ii) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name proprietary information or other intellectual property or proprietary rights arising solely from COMPANY's modifications to the CLIENT Materials which are not authorized by CLIENT; (iii) any negligent acts, omissions and/or willful misconduct of COMPANY or its representatives; or (iv) any violation by COMPANY or its representatives of any federal, state or local laws, rules, regulations, ordinances or orders, provided such violation does not arise out of COMPANY's use of the CLIENT Materials.

(c) **Indemnification Procedures.** Any Party seeking indemnification (the "**Indemnified Party**") under this Section shall give prompt written notice to the other Party (the "**Indemnifying Party**"); provided, however, the failure by an Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. In addition, the Indemnified Party shall allow the Indemnifying Party to direct the defense and settlement of any claim, with counsel of the Indemnifying Party's choosing, and shall provide the Indemnifying Party, at the Indemnifying Party's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the claim. The Indemnifying Party shall not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld or delayed), nor shall the Indemnifying Party settle any such action that affects the Indemnified Party's rights or interests without the written consent of the Indemnified Party. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

(d) **Indemnification Survives.** The duties and obligations of the Parties under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered.

(e)

## 11. Force Majeure.

Neither Party shall be in default under the Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of the COMPANY or any parent, subsidiary, affiliated or associated company of COMPANY; claims or court orders that restrict COMPANY's ability to deliver the Deliverables contemplated by this Agreement; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the COMPANY shall not be excused from compliance with the terms and obligations of the Agreement unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents the COMPANY's performance, the COMPANY shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance.

Comparability of performance and the possibility of comparable performance shall be determined solely by the CLIENT. The party seeking to exercise this provision and not perform or delay performance pursuant to a “force majeure” shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

## **12. Choice of Law**

This Agreement, including all SOWs, attachments and Exhibits attached hereto and thereto, and all matters arising out of or related to this Agreement, shall be governed by, and construed in accordance with the laws of the State of Iowa, without regard to the conflict of laws provisions thereof.

## **13. Choice of Forum.**

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any SOW and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than in the federal or state courts located in Des Moines, Iowa. Each Party irrevocably and unconditionally submits to the sole and exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal courts located in Des Moines, Iowa. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## 14. Notice

All notices, requests, demands or other communications required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given: (a) if sent by hand delivery, upon delivery; (b) if sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the addresses noted in the signature page below or to such other address as the Parties direct in writing pursuant to the terms of this Section, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. mail; or (c) if sent by nationally recognized overnight courier (with all fees prepaid) to the addresses noted in the signature page below or to such other address as the Parties direct in writing pursuant to the terms of this Section, when received.

## 15. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## 16. Attorney's Fees

The Parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party in any arbitration or court proceedings will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

## 17. No Third Party Beneficiary

The Parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof are for the exclusive benefit of the CLIENT and COMPANY and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third party beneficiary thereof, except to the extent expressly provided in this Agreement.

## 18. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and except as expressly set forth in connection with specific Services, neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

## 19. Confidentiality

(a) Each Party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other Party, including, but not limited to, client lists, technical processes and formulas, product designs, sales, cost, pricing and other unpublished financial information, product and business plans, projections, marketing data, and confidential customer financial information (“**Confidential Information**”). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through no act or omission on the part of the receiving Party or its representatives, (b) was known to the receiving Party as of the time of its disclosure, as evidenced by the receiving Party's written records, (c) is independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Party whose information is disclosed by such third party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than those who have a need to know such Confidential Information in connection with this Agreement and who are bound by confidentiality obligations no less strict than the confidentiality obligations contained herein. Each Party shall only use the other Party's Confidential Information as necessary to perform its obligations under this Agreement and for no other purpose. Each Party shall protect the other Party's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event shall such Party use less than a commercially reasonable degree of care. Upon learning of any unauthorized disclosure or use of the other Party's Confidential Information, such Party shall promptly notify the other Party of such unauthorized disclosure or use and fully cooperate with the other Party to protect such Party's Confidential Information.

(b) In the event the receiving Party receives a request or demand to disclose all or any part of the disclosing Party's Confidential Information pursuant to the terms of a valid subpoena, a request pursuant to Iowa Code Chapter 22, or order issued by a court of competent jurisdiction, the receiving Party shall, unless prohibited by applicable law or valid court order, promptly notify the disclosing Party in writing of such subpoena, Iowa Code Chapter 22 request or order and attach a copy thereto, so that the disclosing Party may seek a protective order or other appropriate relief. The receiving Party agrees to cooperate with disclosing Party in connection with disclosing Party's efforts to obtain such protective order or relief provided that the disclosing Party shall pay all costs and expenses, including attorneys fees and expenses, receiving Party incurs in providing such cooperation. In the event the disclosing Party is unable to obtain such protective order or relief, the receiving Party may disclose the disclosing Party's Confidential Information pursuant to the subpoena, Iowa Code Chapter 22 request, or order without liability under this Agreement, provided the receiving Party shall (i) disclose only that portion of the disclosing Party's Confidential Information that, in the opinion of the receiving Party's legal counsel, is legally required to be disclosed, and (ii) use commercially reasonable efforts to obtain assurance that such disclosing Party's Confidential Information will continue to be treated as confidential.

(c) Upon the written request of disclosing Party, the receiving Party shall promptly return to the disclosing Party or destroy all or any part of the disclosing Party's Confidential Information. Upon such return or destruction, receiving Party shall deliver to disclosing Party a certificate signed by an authorized representative of receiving Party, certifying that the receiving Party's Confidential Information specified in the request has been returned or destroyed. Notwithstanding the foregoing, COMPANY shall be permitted to (i) retain CLIENT's Confidential Information in archival storage in accordance with its internal data retention policies (but only to the extent such retention is otherwise permitted by applicable law), and (ii) retain copies of CLIENT'S Confidential Information to the extent necessary to comply with applicable legal and regulatory requirements.

(d) Each Party hereby acknowledges and agrees that the breach or threatened breach of any obligation or duty set forth in this Section would cause immediate and irreparable harm to the other Party, and that an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching Party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the other Party as a remedy for any such breach or threatened breach, without the necessity of proof of actual damage or loss and without the necessity of posting any surety or bond.

(e) The confidentiality obligations of each Party under this Section shall survive the expiration or termination of this Agreement.

## **20. Waiver of Jury Trial.**

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLTUNARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

## **21. Miscellaneous.**

This Agreement, the CLIENT's Request for Proposal, COMPANY's Proposal, and any SOW entered into by the Parties hereto constitutes the entire agreement and understanding of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. Each of the Parties expressly acknowledges that such Party has not relied on any prior or contemporaneous oral or written representations or statements by the other Party in connection with the subject matter of this Agreement except as expressly set forth herein. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, provided that COMPANY may use subcontractors to provide certain services for CLIENT under this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and assigns. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except

as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the Parties and may not be modified by course of dealing or course of conduct. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed counterpart of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed counterpart of this Agreement.

## 22. Insurance.

COMPANY shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the COMPANY's expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The COMPANY's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the COMPANY's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. CLIENT shall be included as additional insureds or loss payees, or the COMPANY shall obtain an endorsement to the same effect, as applicable.

### Types and Amounts of Insurance Required

Unless otherwise requested by Customer in writing, COMPANY shall cause to be issued insurance coverages insuring COMPANY and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified below:

**A. Workers' Compensation and Employers' Liability.** This insurance shall protect COMPANY against all claims under Iowa Workers' Compensation Law. COMPANY shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
  - a. \$500,000 Per Accident
  - b. \$500,000 Disease, Policy Limit
  - c. \$500,000 Disease, Each Employee

**B. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect CLIENT against all claims arising from injuries to any person or damage to property of others arising out of any negligence of COMPANY.

COMPANY shall provide and maintain insurance coverage to protect the CLIENT against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by COMPANY or any subcontractors, or by one directly or indirectly employed by COMPANY or any subcontractors.

The liability limits shall not be less than the following:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Medical Expenses (Any One Person)	\$ 5,000

**C. Automobile Liability.** This insurance shall be written in comprehensive form and shall protect COMPANY against all claims for the operation of motor vehicles,



whether they are owned, non-owned, or hired, by or on behalf of COMPANY.

The liability limits shall not be less than the following:

**\$ 1,000,000 CSL (Combined Single Limit) per accident**

**D. Excess Liability Umbrella.** COMPANY shall procure and maintain, during the life of this contract **\$1,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$1,000,000/\$2,000,000** General Liability, Automobile & Employers Liability.

**G. Subcontractors.** COMPANY shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.

## **MISCELLANEOUS.**

- A. Cost of Insurance.** CLIENT shall make no direct payments to the COMPANY for any costs associated with securing, maintaining, and/or providing the insurance coverage required. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. Personal Liability of Public Officials.** In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to any agent or representative of CLIENT thereby, there shall be no liability upon such agent or representative either personally or as an official of Woodbury County, it being understood that in such matters they act as the agent and representative of \_Woodbury\_ County.
- C. Non-Waiver of Legal Rights.** CLIENT shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the COMPANY or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Agreement.

CLIENT shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by Woodbury County, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by Woodbury County shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

**Certificates of Insurance.** COMPANY shall Provide CLIENT a Certificate of Insurance to show proof of adequate insurance. A Certificate shall be submitted with the final contract for review at time of signing. The Certificate(s) must specifically identify the project and name the **Woodbury County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns**, as "Additional Insured."

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The name of the Insurer (insurance companies) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).

5.	General Liability:	
	General Aggregate	\$2,000,000
	Product Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Medical Expense (Any one person)	\$5,000

6. Automobile Liability: **\$1,000,000**  
Each Accident **Combined Single Limit**

7. Workers' Compensation:  
Statutory Benefits  
Employers' Liability (Coverage B) **\$500,000**

8. Excess Liability Umbrella **\$5,000,000**

9. Policy numbers for all policies must be included

10. Policy effective dates for all policies must be included

11. Policy expiration dates must be included.

12. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require "Woodbury County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns" to be additionally insured.

13. **Woodbury County, Iowa** must clearly and explicitly be shown as the Certificate Holder.

14. COMPANY will provide at least thirty (30) days written notice to CLIENT before any cancellation of any of the described policies.

15. All certificates of insurance must be signed by an authorized representative.

16. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left."

17. In order to preserve the governmental immunities available as defenses to CLIENT and its officials and employees, any insurance policy must contain the following endorsement language:

**Non-Waiver of Governmental Immunity:** We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of the Woodbury County, Iowa as an additional insured shall not waive any of the defenses of governmental immunity available to Woodbury County, Iowa, its elected and appointed officials, employees, agents, their predecessors and successors and assigns, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

**Non-Denial of Coverage:** We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Woodbury County, Iowa in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Woodbury County, Iowa

COMPANY shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against CLIENT. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to Client.

**23. Compliance with the Law; Nondiscrimination in Employment.**

COMPANY, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and ordinances. COMPANY, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7). Upon the CLIENT's written request, COMPANY shall submit to the CLIENT a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies. COMPANY, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Agreement. In the event COMPANY contracts with third parties for the performance of any of COMPANY's obligations under this Agreement, COMPANY shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Agreement to the contrary, COMPANY's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Agreement and the CLIENT may cancel, terminate, or suspend, in whole or in part, this Agreement. The CLIENT may further declare CUSTOMER ineligible for future contracts in accordance with authorized procedures or COMPANY may be subject to other sanctions as provided by law or rule.

**24. Incorporation of Documents**

This Agreement arises out of a Request for Proposal and Bid Proposal, the Parties acknowledge that the Agreement consists of the terms and conditions herein as well as the Request for Proposal and the Bid Proposal. The Request For Proposal and the Bid Proposal are incorporated into this Agreement by reference, except that no objection or amendment by the COMPANY to the provisions of the Request For Proposal shall be incorporated by reference into the Agreement unless the CLIENT has explicitly accepted the COMPANY's objection or amendment in writing. If there is a conflict between the Agreement, the Request For Proposal and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Agreement; (2) the Request for Proposal; (3) the Bid Proposal.

**COMPANY:**

**Mail Services, LLC  
4100 121<sup>st</sup> Street  
Urbandale, IA 50323**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CLIENT:**

**Woodbury County, Iowa  
822 Douglas Street, Rm 102  
Sioux City, IA 51101**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

SERVICES

## Statement of Work

SOW Number: IDOT0001

This Statement of Work (“SOW”), adopts and incorporates by reference the terms and conditions of the Master Services Agreement by and between the undersigned parties (“**Master Agreement**”), as it may be amended from time to time. This SOW is effective beginning on [January 25, 2022] (“**Effective Date**”) and will remain in effect until [January 25, 2025] (“**Expiration Date**”), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Master Agreement.

1. Scope of Work. Print and Mailing of Iowa Motor Vehicle Renewal Registration Notices

2. Work Schedule and Deliverables. Subject to Section 4 of the Master Agreement, the relevant milestones, completion dates, Deliverables and terms associated with this SOW are as follows:

Retrieve encrypted fixed position flat data files from IowaDOT and print information from the files in an approved registration renewal format on blue tinted perforated paper for standard renewal notices and white perforated paper for fleet renewal notices. Fold and insert registration renewal notice forms, a #9 window business reply envelope, and informational flyers if applicable into a #10 double window envelope. Mail registration renewal forms. When possible deliver the registration renewal forms electronically rather than print and mail.

Monthly printing and mailing, or electronic delivery, of vehicle registration renewal notices to vehicle owners on behalf of county treasurers in the state of Iowa. Contracts will be signed by each county separately.

Data files are made available by IowaDOT twice a month. A large file is made available around the 20<sup>th</sup> of each month, and a small file is made available on the last calendar day of each month. Data in the files from IowaDOT is used to generate vehicle renewal notices for vehicle owners in the state of Iowa. With this procurement, the Renewal Notice Committee seeks to contract with a company capable of converting raw data files into finished renewal notices that are mail-ready or electronically deliverable.

There are two renewal notice designs. One is the standard renewal notice which is utilized when a vehicle owner has less than 13 vehicles in the data file. The other is a fleet renewal notice which is utilized when a vehicle owner has 13 vehicles or more in the data file.

Standard Renewal Notice (Less than 13 vehicles)

- There are two different designs of the standard renewal notice. The template layout for the two designs are very similar. The main difference is hard-coded wording that is different based on which of the two online payment websites the county utilizes.

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<sup>1</sup> We would envision a different Exhibit A for each entity that could be easily attached to the MSA since the services may differ.  
MSA June 2021

- Generate renewal notices with required language on the front and back, and include vehicle data within two separate information grids.
- Generate PDF417 barcodes on the renewal notices with vehicle data from the information grids. Barcodes are printed one of two ways based on whether the county uses automated remittance processing or not. Barcodes must be printed in the specified location in order for county scanners to read them correctly.
- Electronically deliver all eligible renewal notices and informational flyers according to a schedule provided by the Renewal Notice Committee.
- Laser print renewal notices that can't be delivered electronically on blue tinted 8.5" by 11" paper, micro perforated at the bottom for the remittance stubs.
- Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
- Insert #9 window business reply envelope with identifiable markings.
- If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted on the front.
- Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
- Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.

#### Fleet Notice Form (13 vehicles or more)

- There are two different designs of the fleet renewal notice. The template layout for the two designs are very similar. The main difference is hard-coded wording that is different based on which of the two online payment websites the county utilizes.
  - Generate renewal notices with required language on the front and back of the first sheet. The remaining sheets are single-sided with vehicle data, up to 45 vehicles per page, in information grids that extend the entire sheet or until the last vehicle is listed.
  - Electronically deliver all eligible renewal notices and informational flyers according to a schedule provided by the Renewal Notice Committee.
  - Laser print renewal notices that can't be delivered electronically on white 8.5" by 11" paper, micro perforated at the top for the remittance stub.
  - Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
  - Insert #9 window business reply envelope with identifiable markings.
  - If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted on the front.
  - Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
  - Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.
- 1) Retrieve from IowaDOT vehicle renewal and customer stop data files from a secure FTP site. The file types are encrypted fixed position flat data files
  - 2) Create a dataset from the vehicle renewal IowaDOT file that will merge records of identical customers to print on the same renewal notice forms. From the customer stop IowaDOT file add to the dataset records of special characteristics referred to as "stops" to identified customers so they print on the same renewal notice forms. Various types of stops will be printed in a hierarchical order provided by the Renewal Notice Committee. When "stops" are present print an asterisk next to the amount due in the information grids for the affected vehicle(s), and next to

the total due at the bottom of each information grid. Print stop signs next to the total due at the bottom of each information grid, in the lower left-hand corner of the renewal notice with required wording, and on the back of the renewal notice in a message area. In the message area on the back of the renewal notice predefined wording explaining the “stop” will be printed. Messages will be unique for each different kind of “stop.” Messages explaining the “stop” are not included in the IowaDOT files and will need to be stored in a custom built table to be referenced when renewal notices are generated.

- 3) Generate standard renewal notices and fleet renewal notices with language, format, and design provided.
- 4) Changes to language hard-coded on the renewal notices templates occasionally requires changes. These changes will be made at no additional cost.
- 5) When generating renewal notices refer to custom built table when parking ticket stops are present to determine based on the city issuing the parking ticket and the vehicle owner’s county if the parking ticket stop should be included on the renewal notice and if so, should the parking ticket amount owed also print.
- 6) When generating renewal notices identify vehicles requiring self-certification from indicators in the IowaDOT file and print required self-certification language on the renewal notice.
- 7) When generating renewal notices identify “weighted vehicles” from indicators in the IowaDOT file and include tonnage and half year fee if applicable in the information grids.
- 8) Provide a section on the renewal notice for customized language provided by each county. Allow each county to make one update each fiscal year (July – June) at no charge. A fee may be charged for any updates in a fiscal year beyond one at a fee not to exceed \$30.00.
- 9) Print a Penalty and Enforcement Date on the renewal notices. These dates are not included in the IowaDOT files. They are provided by the Renewal Notice Committee annually prior to each fiscal year, and need to be manually updated before generating renewal notices each month or stored in a custom built table to be referenced when renewal notices are generated.
- 10) If the vehicle renewal IowaDOT file contains a PIN number on a vehicle record print in a boxed off area required language with the PIN number. If there is no PIN number print a different message with required language.
- 11) Verify addresses in the vehicle renewal IowaDOT file and reference the National Change of Address (NCOA) database. Update any change of address, mark the change of address box on the renewal notice remittance stub, and print the address correction information on the back of the renewal notice in the area provided.
- 12) Print a dynamic QR Code on the front of the renewal notice linking customers to their vehicle renewal on the county’s online payment site.
- 13) Print PDF417 barcodes that contain vehicle information next to the information grid on the remittance stub. Vehicle information will be printed for all vehicles in one large barcode to the left of the information grid or each vehicle separate, in smaller barcodes, next to each row in the information grid. Each county will indicate whether they want the one large barcode or separate smaller barcodes.
- 14) Print PDF417 barcode in the lower right-hand corner of the renewal notice with vehicle information from the first record in the information grid.
- 15) Prepare printed proofs of the renewal notices and make them available for review to specified members of the Renewal Notice Committee. Proofs need to include at least two examples of the two templates of the standard renewal notice and at least two examples of the two templates of the fleet renewal notice.
- 16) Proofs must be approved via email or phone confirmation before proceeding to print or electronic disbursement.
- 17) Provide an option for customer opt-in to electronic delivery of renewal notices. Electronic renewal notices must have a dynamic hyperlink to the customer’s vehicle renewal on the

- county's online payment website. This hyperlink may be different for standard renewal notices and fleet renewal notices. Generate a paper renewal notice and mail for any electronic renewal notice delivery that bounces back. Must be able to identify if a recipient has accessed the electronic version of the renewal notice within a set number of days. If the renewal notice hasn't been accessed within the set number of days generate a paper renewal notice and mail.
- 18) Must be able to implement grouping logic for multiple sheets being sent to the same vehicle owner. For a standard renewal notice the information grid will contain six rows. Standard renewal notices are printed for vehicle owners with less than 13 vehicles. There is the possibility of having two standard renewal notices being sent to one owner. Both standard renewal notices need to be delivered in one electronic communication or one outbound envelope. The fleet renewals notices can have several sheets that will need to be grouped together.
  - 19) Provide for the ability to add special informational flyers statewide, at the county level, or based on a record indicator in the IowaDOT files.
  - 20) Ability to print and store special informational flyers.
  - 21) Laser print standard renewal notices that can't be delivered electronically on blue tinted 8.5" by 11" paper. Paper will be micro perforated at the bottom for the remittance stubs. Laser print fleet renewal notices that can't be delivered electronically on white 8.5" by 11" paper. Paper will be micro perforated at the top for the remittance stubs.
  - 22) Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
  - 23) Insert #9 window business reply envelope with identifiable markings into standard renewal notice #10 outbound double window envelope with required wording preprinted on the front.
  - 24) If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted.
  - 25) Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
  - 26) Ability to mail renewal notices within six business days following proof approval. However, if ready earlier, the large file mailing will not be mailed prior to the Mail Date provided in an annual schedule prepared by the Renewal Notice Committee. The small file mailing will be mailed as soon as possible.
  - 27) It is preferred that mailed renewal notices be delivered to Iowa addresses within two business days, and no later than three business days.
  - 28) Ability to correct and confirm the zip +4.
  - 29) Must be a Full Service Intelligent Mail Barcode provider.
  - 30) Ability to presort for postal discounts.
  - 31) Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.
  - 32) Must provide all paper, envelopes, and storage of these items.
  - 33) Ability to have separate contracts with each individual county.
  - 34) Must have a Service Organization Control (SOC) 2 audit ensuring the ability to work with confidential data. Most recent audit report must be provided.
  - 35) Ability to provide additional services as requested based on a quote.
  - 36) Provide treasurers and/or treasurer's staff the ability to review the facility and processes at an agreed upon date and time if requested.
  - 37) Ability to handle the monthly volume of renewals notices required to be delivered each month by county treasurers in the state of Iowa.

3. Pricing. Subject to Section 7 of the Master Agreement, costs listed below are based on the scope and assumptions included in this SOW.<sup>2</sup>

Item	Price per unit	Cost Structure
Print Duplex – Black Laser Ink	\$0.052 per sheet of paper	
Mail Prep	\$0.052 per #10 Envelope	Fold, Insert, Seal, Meter, Presort
Blue Paper, 24#, 8.5’x11’ with perf	\$0.019 per sheet	
#9 Business Reply Envelope, #24, 1W	\$0.017 per #9 Envelope	
#10 Envelope, Custom to DOT, 24#	\$0.028 per #10 Envelope	
Estimated 1 <sup>st</sup> Class Presort Letter postage	\$0.429 per Envelope	Actual postage will be determined and billed back to counties based on average for processing run
<b>Total: Estimated Due to Postage</b>	<b>\$0.597 PER ENVELOPE</b>	

Item	Price per unit	Cost Structure
Print Duplex – COLOR Laser Ink	\$0.102 per sheet of paper	
White Paper, 24#, 8.5’x11’ with perf	\$0.016 per sheet	
Other Services – Bid during RFP but will need SOW to implement		
E-Mailed Statements	\$0.042 Per EMAIL	Will need SOW
Archived Documents (Optional) - EDP	\$0.010 PER online Document	Will need SOW
One-time Set-up Fee for Archive Programming set up / business rules	\$250.00 one time for entire entity – not per county	

[SIGNATURE PAGE FOLLOWS]

<sup>2</sup> Determine if each entity has a rate sheet that we could reference.  
MSA June 2021



IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the date first above written.

**For COMPANY**  
**Mail Services, LLC**  
**4100 121<sup>st</sup> Street**  
**Urbandale, IA 50323**

**For CLIENT**  
**Woodbury County, Iowa**  
**822 Douglas St. Rm 102**  
**Sioux City, IA 51101**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Date: \_\_\_\_\_ Weekly Agenda Date: \_\_\_\_\_

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** \_\_\_\_\_

**WORDING FOR AGENDA ITEM:**

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

**PARTICIPATION AGREEMENT**

This Participation Agreement (PA) is entered into among  
Woodbury County - Treasurer \_\_\_\_\_ (Participant) and First Data  
Merchant Services, LLC (FDMS).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (ICTEA) and FDMS entered into a Payment Services Agreement (PSA), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

**Participant:**

Name: Tina Bertrand  
 Title: Treasurer  
 Address: 822 Douglas Street, Rm 102  
Sioux City, IA 51101  
 Telephone: 712-279-6500

**ICTEA:**

Name: Shelly Sitzmann

Title: ICTEA Chair  
Address: 5500 Westown Pkwy  
West Des Moines IA 50266  
Telephone: \_\_\_\_\_

**FDMS:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Shelly Sitzmann  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

Its: ICTEA Chair  
(title of person signing above)

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

Date: April 6, 2022

Woodbury County - Treasurer

\_\_\_\_\_  
PARTICIPANT:

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

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

**PARTICIPATION AGREEMENT**

This Participation Agreement (PA) is entered into among  
Woodbury County - Sheriff \_\_\_\_\_ (Participant) and First Data  
Merchant Services, LLC (FDMS).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (ICTEA) and FDMS entered into a Payment Services Agreement (PSA), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

**Participant:**

Name: Chad Sheenan  
Title: County Sheriff  
Address: 407 7th Street  
Sioux City, IA 51101  
Telephone: 712-279-6010

**ICTEA:**

Name: Shelly Sitzmann

Title: ICTEA Chair  
Address: 5500 Westown Pkwy  
West Des Moines IA 50266  
Telephone: \_\_\_\_\_

**FDMS:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:



The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

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

By: \_\_\_\_\_  
(authorized signature)

Shelly Sitzmann  
(printed name of person signing above)

Its: ICTEA Chair  
(title of person signing above)

Date: April 6, 2022

Woodbury County - Sheriff

\_\_\_\_\_  
PARTICIPANT:

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

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

**PARTICIPATION AGREEMENT**

This Participation Agreement (**PA**) is entered into among  
Woodbury County - Jail (**Participant**) and First Data  
Merchant Services, LLC (**FDMS**).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (**ICTEA**) and FDMS entered into a Payment Services Agreement (**PSA**), dated April 6, 22, allowing for members of the ICTEA to subscribe to merchant card services available from and through FDMS; and other services provided by FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified with postage prepaid to the other party or its successor at the address as specified as follows:

**Participant:**

Name: Chad Sheenan  
Title: County Sheriff  
Address: 407 7th Street  
Sioux City, IA 51101  
Telephone: 712-279-6010

**ICTEA:**

Name: Shelly Sitzmann

Title: ICTEA Chair  
Address: 5500 Westown Pkwy  
West Des Moines IA 50266  
Telephone: \_\_\_\_\_

**FDMS:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: \_\_\_\_\_  
(authorized signature)  
\_\_\_\_\_  
(printed name of person signing above)  
Its: \_\_\_\_\_  
(title of person signing above)  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
(authorized signature)  
Shelly Sitzmann  
(printed name of person signing above)  
Its: ICTEA Chair  
(title of person signing above)  
Date: April 6, 2022

Woodbury County - Jail

\_\_\_\_\_  
PARTICIPANT:

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

By: \_\_\_\_\_  
(authorized signature)  
\_\_\_\_\_  
(printed name of person signing above)  
Its: \_\_\_\_\_  
(title of person signing above)  
Date: \_\_\_\_\_

**PARTICIPATION AGREEMENT**

This Participation Agreement (**PA**) is entered into among  
Woodbury County - Community & Economic Development \_\_\_\_\_ (**Participant**) and First Data  
Merchant Services, LLC (**FDMS**).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (**ICTEA**) and FDMS entered into a  
Payment Services Agreement (**PSA**), dated April 6, 22, allowing for members of the ICTEA to  
subscribe to merchant card services available from and through FDMS; and other services provided by  
FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the  
PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the  
PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable  
schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company  
under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and  
applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions  
contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall  
be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after  
being mailed by certified with postage prepaid to the other party or its successor at the address as  
specified as follows:

**Participant:**

Name: Dawn Norton  
 Title: Senior Clerk  
 Address: 620 Douglas Street, Sixth Floor  
Sioux City, IA 51101  
 Telephone: 712-279-6609

**ICTEA:**

Name: Shelly Sitzmann

Title: ICTEA Chair  
Address: 5500 Westown Pkwy  
West Des Moines IA 50266  
Telephone: \_\_\_\_\_

**FDMS:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: \_\_\_\_\_  
(authorized signature)  
\_\_\_\_\_  
(printed name of person signing above)  
Its: \_\_\_\_\_  
(title of person signing above)  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
(authorized signature)  
Shelly Sitzmann  
(printed name of person signing above)  
Its: ICTEA Chair  
(title of person signing above)  
Date: April 6, 2022

Woodbury County - Community & Economic Development

PARTICIPANT:

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

By: \_\_\_\_\_  
(authorized signature)  
\_\_\_\_\_  
(printed name of person signing above)  
Its: \_\_\_\_\_  
(title of person signing above)  
Date: \_\_\_\_\_

**PARTICIPATION AGREEMENT**

This Participation Agreement (**PA**) is entered into among  
Woodbury County - Siouxland District Health Department \_\_\_\_\_ (**Participant**) and First Data  
Merchant Services, LLC (**FDMS**).

WHEREAS, the Iowa County Treasurers' E-Government Alliance (**ICTEA**) and FDMS entered into a  
Payment Services Agreement (**PSA**), dated April 6, 22, allowing for members of the ICTEA to  
subscribe to merchant card services available from and through FDMS; and other services provided by  
FDMS; and

WHEREAS, Participant desires to subscribe to certain services available under the PSA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. FDMS agrees to provide certain services to the Participant available under and pursuant to the  
PSA, which is incorporated herein by reference. Participant agrees to comply with all provisions of the  
PSA as Company.
2. Participant acknowledges receiving and reading the PSA, applicable exhibits, and applicable  
schedules, and agrees to be bound to the terms and conditions pertaining to the Participant as Company  
under the PSA, as amended by ICTEA and FDMS.
3. The services available to the Participant are specified in the PSA, applicable exhibits, and  
applicable schedules. The specific services subscribed by Participant are all Merchant Services.
4. This PA terminates upon termination or expiration of the PSA, whichever is earlier.
5. FDMS may terminate this PA for cause in accordance with any applicable terms and conditions  
contained in the PSA.
6. Any notice required or permitted to be given under this SPA by one party to another party shall  
be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after  
being mailed by certified with postage prepaid to the other party or its successor at the address as  
specified as follows:

**Participant:**

Name: Kevin Grieme

Title: Health Director

Address: 1014 Nebraska Street  
Sioux City, IA 51105

Telephone: 712-279-6119

**ICTEA:**

Name: Shelly Sitzmann



Title: ICTEA Chair  
Address: 5500 Westown Pkwy  
West Des Moines IA 50266  
Telephone: \_\_\_\_\_

**FDMS:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Any party may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) business days prior written notice thereof.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of FDMS and the Participant. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the PSA.

8. This PA is among FDMS and Participant and the respective successors and assigns of each of them.

Signature page follows:

The parties hereto have caused this Agency Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON FDMS UNTIL SIGNED BY ALL PARTIES.**

FIRST DATA MERCHANT SERVICES, LLC

IOWA COUNTY TREASURERS E-GOVERNMENT ALLIANCE:

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Shelly Sitzmann  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

Its: ICTEA Chair  
(title of person signing above)

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

Date: April 6, 2022

Woodbury County - Siouxland District Health Department

\_\_\_\_\_  
PARTICIPANT:

By: \_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(printed name of person signing above)

Its: \_\_\_\_\_  
(title of person signing above)

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

# Payment Solutions Agreement

This Payment Solutions Agreement (**Agreement**) is among Iowa County Treasurers' E-Government Alliance (**Company**); First Data Merchant Services LLC (**First Data**); and MetaBank, National Association (**Bank**).

The parties agree:

## 1 Services

First Data (along with the Bank or Debit Sponsor Bank, as described in this Agreement) will provide the Company with services according to the terms of this Agreement, as well as additional services that the parties agree to in writing (together, **Services**). First Data may provide the Services itself or through its affiliates; and, except for the Bank's or Debit Sponsor Bank's specific responsibilities described in this Agreement, First Data is solely responsible for the Services. This Agreement is a master agreement that members of Company may use to obtain the Services. To obtain the Services, members will execute a Participation Agreement which will obligate the member to perform the terms and conditions of this Agreement as if it were the Company and obligate First Data and Bank to provide the Services to the member in accordance with the Terms of this Agreement.

## 2 Acquiring Services

- 2.1 Bank's Role. The Bank is a member of the Visa and Mastercard Networks, permitting it to acquire Visa and Mastercard payment transactions. The Bank sponsors First Data as a Member Service Provider under the Network Rules, allowing First Data to process payment authorizations, transmissions, and settlement activities for Visa and Mastercard transactions under the Bank's direction. With respect to Visa and Mastercard transactions that are part of the Acquiring Services described below, references to First Data include the Bank; however, the Bank's responsibilities are limited solely to the sponsorship and settlement of certain card transactions submitted in accordance with this Agreement and the Visa and Mastercard Network Rules, and Bank will not have any obligation or liability of any nature in connection with any services of any kind provided by First Data or its affiliates. Specifically, **the Bank is: (1) the only entity approved to extend Visa and Mastercard product acceptance to merchants; (2) responsible for educating merchants on applicable Visa and Mastercard Network Rules (available, respectively, at: [usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf](http://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf) and [mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf](http://mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf)), which may be provided through First Data; and (3) responsible for all funds derived from settlement that are held in reserve.** The Bank's interests or obligations under this Agreement may be assigned or otherwise transferred to another financial institution that is a member of the Networks; further, Bank may assign any of its rights or delegate any of its obligations under this Agreement to a subsidiary, affiliate, or entity that is acquiring all or any portion of its assets.
- 2.2 First Data will acquire the Company's electronic transactions for payment organizations and networks (together, **Networks**) identified below (**Acquiring Services**). First Data will be the Company's exclusive provider of the Services during the Term of this Agreement.
- 2.3 Networks. First Data will provide the Company with Acquiring Services for the following Networks:
- (1) Visa
  - (2) Mastercard
  - (3) American Express
  - (4) Discover
- 2.4 Additional Card Acquiring Services
- 2.4.1 Additional Cards. First Data, and not the Bank, will provide the Acquiring Services to the Company for its transactions that are initiated with Cards issued by Networks other than Visa

and Mastercard, and that are identified in this Agreement. A **Card** is a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account. An **Additional Card** is a Card issued by a Network other than Visa or Mastercard

- 2.4.2 Additional Card Network Agreements. Payment transactions for Additional Cards are subject to separate agreements between the Company and the Additional Card issuing Networks (**Additional Card Network Agreements**). The Company will comply with the terms of its Additional Card Network Agreements and obtain any consents required by these Networks to submit Additional Card transactions to First Data for processing. The Company will promptly notify First Data if any of its Additional Card Network Agreements expire or terminate. First Data will not be obligated to process the Company's Additional Card transactions if Company does not have an effective Additional Card Network Agreement with the applicable Network. First Data and the Bank have no responsibility to the Company for a Network's performance obligations, responsibilities, or liabilities to the Company under their Additional Card Network Agreements.
- 2.4.3 Processing. First Data will only provide the Company with data capture and authorization processing services for transactions initiated with Additional Cards; First Data will not provide settlement services for the Additional Card Networks. First Data will submit settlement files for Additional Card transactions to the appropriate Networks on behalf of the Company. Additional Card transactions will be settled directly between the Company and the corresponding Network according to their Additional Card Network Agreements.
- 2.5 Debit Transactions. First Data will also provide the Company with Acquiring Services for its debit Card transactions (**Debit Services**). First Data will process the Company's debit Card transactions based on: (1) availability of the debit Networks; (2) whether a debit Card is enabled for a particular debit Network; or (3) other factors. First Data will have discretion to choose any available debit Network when routing a particular debit Card transaction for the Company, subject to applicable Laws. First Data will provide the Debit Services using a financial institution (**Debit Sponsor Bank**) that is a member of a debit Network that is accessible to the Company and can sponsor acceptance of the Company's debit Card transactions within the debit Network. First Data will choose the financial institution that acts as the Debit Sponsor Bank for the Company's transactions. The Debit Sponsor Bank may assign its interests or obligations under this Agreement to another financial institution that is a member of the debit Networks. First Data may also substitute, or assign, the Debit Sponsor Bank's interest or obligations under this Agreement to another financial institution that is a Member of the debit Networks. References to the term "Bank" in this Agreement include the Debit Sponsor Bank with respect to the Debit Services; however, the financial institution that is the Debit Sponsor Bank is only responsible for the performance obligations described as the Bank's under this Agreement with respect to the Company's debit Card transactions.
- 2.6 Network Rules. The Company will comply with all rules, requirements, and standards of each of the Networks (together, **Network Rules**). Company acknowledges receipt of First Data's current payments acceptance guide (**Your Payment Acceptance Guide**), which will assist the Company with properly accepting and submitting its transactions for processing. Under Network Rules, the Company does not own the Card account, Cardholder, personal, or other payment transaction information generated when a payment transaction is processed using the Acquiring Services. The Company will not use, retain, disclose, sell, or disseminate any Card or Cardholder information (including, names, addresses, and Card account numbers) obtained in connection with payment transactions except for (1) authorizing, processing, and settling transactions; or (2) resolving chargebacks, retrieval requests, or similar issues related to its transaction. The Company will not reproduce electronically captured Cardholder signatures except as requested by First Data or the Networks. A Cardholder is the individual who was issued a Card.

- 2.7 Locations. First Data will perform the Acquiring Services for payment transactions submitted from all the Company's locations in the United States (excluding Puerto Rico, and other U.S. territories).
- 2.8 Submitting Transactions. The Company is responsible for:
- (1) properly transmitting the transaction data (including all transaction detail required by the Networks) to First Data's systems using the format and specifications provided by First Data (the Company will maintain and update the systems that it uses to accommodate changing Network requirements as specified by First Data);
  - (2) all payment transactions submitted for processing under its merchant identification numbers (**MIDs**), including, without limitation, all returns, refunds, or chargebacks, whether charged back by Cardholders or Card issuers;
  - (3) preventing its employees, agents, and others from submitting returns or refunds that do not reflect valid returns or refunds corresponding to prior transactions;
  - (4) retaining transaction records according to the timelines required by the Network Rules or applicable Laws; and
  - (5) maintaining transaction fraud and chargeback rates below thresholds established by the Networks.
- 2.9 Transaction Acceptance. The Company will only accept and submit transactions where:
- (1) the transaction represents a genuine sale of the Company's goods or services to the Cardholder;
  - (2) the transaction is not materially different than the transactions the Company has described to First Data with regard to the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to the Cardholder;
  - (3) the transaction complies with all requirements of the applicable Network Rules, the laws of all relevant jurisdictions, and all other requirements of this Agreement;
  - (4) the transaction is not a duplicate of any other transaction;
  - (5) the transaction is authorized by the rightful Cardholder for the amount of the transaction in satisfaction of the Cardholder's obligations to the Company;
  - (6) the transaction is in payment of goods or services provided simultaneously with the payment transaction (except for delayed delivery, advance deposit, or other partial transactions specifically allowed under the Network Rules and explicitly authorized by First Data in writing);
  - (7) the transaction is not a refinancing of an existing obligation;
  - (8) the transaction is valid, collectible, and is not subject to any dispute, setoff, or counterclaim; and
  - (9) in the case of a refund, the transaction is submitted to reimburse the Cardholder for a sale transaction that was previously submitted.

The Company represents and warrants that each transaction that it submits will comply with this Section.

- 2.10 Sales Drafts. The Company will provide First Data a copy of any sales draft(s) upon request.

## 2.11 Settlement

- 2.11.1 The Company will identify a bank account held in the Company's name (the **Settlement Account**) that First Data will use in connection with all Services. The Company authorizes First Data to initiate: (1) credits to the Settlement Account for proceeds of transactions submitted, and (2) debits to the Settlement Account for any amounts that may be owed or required to be paid under this Agreement. First Data will process credits to the Settlement Account via Automated Clearing House (**ACH**) entry unless the parties agree to transfer funds by wire. Company hereby authorizes First Data to process debits to the Settlement Account via ACH entry.
- 2.11.2 The Company may identify more than one bank account as the Settlement Account. If the Company designates more than one Settlement Account, credits to any of these Settlement Accounts will satisfy First Data's obligations, and successful debits to any of the Settlement Accounts will satisfy the Company's obligations under this Agreement.
- 2.11.3 Each banking day, First Data will initiate a transfer to the Settlement Account of the funds that the Networks deliver for the Company's Card payment transactions, less any amounts due from Company for fees, refunds, chargebacks, pass through expenses, or other of its obligations.
- 2.11.4 The Company does not have a property or ownership interest in any proceeds of transactions or funds received by First Data in connection with the Company's Card transactions (including any funds held in a Reserve) until those funds are transferred to the Settlement Account. First Data's obligations to fund the Company represent a general obligation and not a property interest in any specific funds.
- 2.11.5 All deposits into the Settlement Account are provisional. Cardholders, Card issuers, and the Networks have the right to require reimbursement of transactions, to impose obligations relating to violations of the Network Rules, to assess additional interchange or other assessments, and to impose fees, fines, or charges relating to the qualification of transactions.
- 2.11.6 The Company must promptly notify First Data if it fails to receive any settlement funding or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if the Company provides inaccurate information about, or fails to notify First Data of changes to, the Settlement Account. First Data is not responsible for settlement errors that arise if the Company provides inaccurate information about, or fails to notify First Data of changes to, the Settlement Account.
- 2.12 **MATCH Reporting.** Under some circumstances, First Data may be required to report the Company to the Member Alert to Control High Risk (**MATCH**) listing or similar listings maintained by the Networks. The Company acknowledges that First Data's obligation to Company in regard to such reporting is limited to submitting any corrective notice if any such reporting is in error.
- 2.13 **Mark License, Network Decals**
- 2.13.1 First Data grants the Company a revocable, royalty free, non-exclusive, limited license that cannot be assigned, transferred, or further sublicensed to use the Networks' trademarks and service marks (together, **Protected Marks**) in the United States according to the applicable Network Rules. This license does not grant the Company any other intellectual property right, title, interest, or claim (express or implied, by estoppel, or otherwise) to the Protected Marks.

The Company will not take any action that impairs an owner's intellectual property rights in its Protected Marks.

2.13.2 The Company will discontinue use of the Networks' decals, Protected Marks, promotional, or other materials immediately after termination of this Agreement.

2.13.3 The Company will not indicate that its products or services are endorsed by any of the Networks.

### **3 Financial Information; Audit**

The Company will promptly provide any financial or other information reasonably requested by First Data to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to First Data or Cardholders, or the financial condition of the Company. The Company authorizes First Data to obtain information from third parties when performing credit risk, security, qualification, and other reviews. First Data, the Bank, or their designees may perform a reasonable audit of the Company's records related to its performance under this Agreement with 30 days' advance written notice to the Company, during the Company's normal business hours, and at First Data's or the Bank's expense.

### **4 Notice of Material Changes; Third Parties**

The Company will provide First Data with reasonable advance notice of any material change in the nature of the Company's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to the Company's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). The Company will provide First Data with written disclosure identifying the third parties, systems, and services the Company uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Agreement (these third parties must be registered providers with the Networks).

### **5 The Company's Payment Obligations**

The Company will pay First Data for:

- (1) all fees and charges for the Services;
- (2) all transactions that are charged back by Cardholders, Card issuers, or the Networks;
- (3) all refunds submitted in connection with the Company's transactions;
- (4) all costs, liabilities, or other obligations imposed on First Data by the Networks or other third parties as a result of transactions submitted by the Company or the actions taken (or not taken) by the Company or its third party service providers; and
- (5) the Early Termination Fee.

### **6 Reserve**

6.1 First Data may require the Company to fund a cash reserve (**Reserve**) in an amount that reflects First Data's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of First Data, established by holding back transaction proceeds or debiting the Settlement Account in order to potentially offset any obligations that the Company may have to First Data. The Reserve is not a segregated fund that the Company may claim to own. First Data is obligated to pay to the Company any amounts remaining from the Reserve after all other then-current and

contingent liabilities or obligations related to the Company's payment transactions have expired (as provided for under the Network Rules).

- 6.2 The obligations due to the Company from the Reserve will not accrue interest unless required by applicable Laws.
- 6.3 First Data will notify the Company if a Reserve is established (including its amount) or if the amount of the Reserve is modified.
- 6.4 First Data may set off any obligations that the Company owes to First Data from the Reserve.
- 6.5 Although the Company acknowledges that the Reserve is a general obligation of First Data, and not a specifically identifiable fund, if any person claims that the Reserve is an asset of the Company that is held by First Data, the Company grants and acknowledges that First Data has a security interest in the Reserve and, at First Data's request, will provide documentation to reflect this security interest.

## 7 **Setoff and Priority**

All funds that First Data owes to the Company under this Agreement are subject to the Company's payment obligations under this Agreement. First Data may set off amounts the Company owes to First Data against any funds that First Data owes to the Company.

## 8 **Statements, Reporting**

First Data will provide the Company with statements or electronic reporting (either, **Statements**) reflecting the fees, settlement amounts, and other information related to the Services. The Company must review the Statements and inform First Data of any errors within 60 days following the date that the error was, or should have been, reported. The reporting of any errors will enable First Data to recover amounts or prevent the errors from continuing. First Data will have no obligation to provide refunds for errors that the Company reports more than 60 days after they were, or should have been, reported. The Company and First Data will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

## 9 **Term and Implementation Period**

- 9.1 This Agreement commences on the later of the dates it is signed by First Data or the Company (that date, the **Effective Date**).
- 9.2 This Agreement will continue for an initial term of 5 years (**Initial Term**), unless terminated as allowed under the terms of this Agreement. This Agreement will renew for successive 1-year periods (each a **Renewal Term**), unless either party gives the other 90 days' advance written notice of non-renewal before the end of the Initial Term. Either party may terminate this Agreement for any reason (without cause) during a Renewal Term by giving the other party 90 days' advance written notice of termination. Together, the Initial Term and any Renewal Term(s) are the **Term** of this Agreement.
- 9.3 This Agreement's exclusivity requirements will not apply and Company will not be charged any Acquiring Fees during the Implementation Period until Company processes its first transaction through First Data.

## 10 **Confidential Information**

- 10.1 Confidentiality. No party will disclose non-public information about another party's business (including the terms of this Agreement, technical specifications, customer lists, or information relating to a party's operational, strategic, or financial matters) (together, **Confidential Information**). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is



independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.

- 10.2 Disclosure. The recipient may disclose another's party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under this Agreement, and are bound by confidentiality obligations materially similar to those required under this Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules. First Data may disclose Company's Confidential Information, including information regarding Company's onboarding and platform integration with First Data, sales performance and sales cycles, financials, business, and transactions (including any transaction data), to PNC Bank, National Association and its affiliates, successors, and assigns (collectively, **PNC**), provided that PNC has agreed to confidentiality obligations substantially similar to those set forth in this *Section 10* to protect the disclosed information.

## **11 Data Security**

- 11.1 The Company is responsible for any unauthorized access to any transaction data from the Company or from third parties retained by or on behalf of the Company.
- 11.2 First Data is responsible for any unauthorized access to the Company's transaction data on First Data's systems.
- 11.3 The Company must comply with Payment Card Industry Data Security Standards (**PCI DSS**) and obtain timely certification of its systems and processes (which must be maintained during the Term) as required under the Network Rules. The Company will comply with all additional standards that the Networks may require. The Company will allow the Networks, First Data, or the Bank to audit its PCI DSS compliance and information technology systems related to the Services provided under this Agreement.
- 11.4 First Data must comply with all PCI DSS requirements and the Network Rules that apply to its performance under this Agreement.
- 11.5 Security Incident.
- 11.5.1 If the Company becomes aware that there has been unauthorized access to transaction data (a Security Incident), it will promptly notify First Data. If requested by First Data, the Company will retain a reputable firm that is certified and approved by the Networks that provides forensic information security services and risk assessments in order to: (1) assess the nature and scope of the Security Incident; and (2) identify the access controls or transaction data involved in the Security Incident. The Company will take appropriate steps to contain, control, stop, and remediate any Security Incident.
- 11.5.2 The Company will provide reasonable details regarding the Security Incident to, and cooperate with, First Data, any Networks, and the forensics firms that are involved in the investigation and remediation of a Security Incident. The Company will take all actions that the Networks require in connection with the investigation and remediation of a Security Incident.
- 11.5.3 The Company will reimburse First Data and/or the Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on First Data or the Bank due to a Security Incident caused by the Company or its third party service providers (together, **Network Security Fees**).

- 11.6 Data Use. First Data may use transaction data obtained from providing the Services to the Company to fulfill performance obligations under this Agreement and investigate fraud, or suspected fraud, related to the Company's transactions. First Data may also use transaction data obtained from providing the Services under this Agreement in aggregated and anonymized form (as required by applicable Laws) for research and development, or to provide services generally.

## 12 General Suspension; Termination

- 12.1 General Termination. Either the Company or First Data may terminate this Agreement by giving 30 days' advance written notice if the other materially breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it.
- 12.2 Risk Termination. First Data may immediately suspend or terminate this Agreement, in its discretion, upon notice if the Company:
- (1) engages in fraud, misrepresentation, or intentional misconduct related to its performance under this Agreement;
  - (2) experiences excessive chargebacks, irregular, or fraudulent payment transactions (based on Network thresholds), or engages in business practices creating excessive risk for Cardholders or First Data;
  - (3) experiences a material adverse change in its financial condition;
  - (4) fails to provide notice of a material change in the nature of its business;
  - (5) fails to disclose the third parties or systems it uses in connection with the transaction information or payment data processed under this Agreement;
  - (6) fails to fund a Reserve when required under this Agreement;
  - (7) experiences a Security Incident or fails to comply with PCI DSS or a material Network requirement;
  - (8) materially changes its operations, products, services, or procedures for payments acceptance;
  - (9) sells substantially all of its assets, undergoes a change in ownership or control, merges, or effects an assignment without obtaining the prior consent of First Data;
  - (10) defaults under any other agreement it has with First Data or its affiliates; or
  - (11) a Network, a governmental authority, or the Bank instructs First Data to suspend its performance under or terminate this Agreement (in which case the Early Termination Fee will not apply).

Together, the events described in this Section are **Default Events**.

- 12.3 First Data's and Bank's provision of Services under this Agreement is expressly contingent upon First Data's and Bank's satisfactory completion of their risk, credit and regulatory reviews of Company. Company agrees to provide First Data and Bank with any documentation and assistance as may be reasonably required from time-to-time to facilitate these reviews. Should First Data and Bank be unable to satisfactorily complete their reviews as described in this Section, the parties agree to terminate the Agreement without penalty, such termination to be memorialized in writing.

### **13 Early Termination Fee (Reserved)**

### **14 Responsibility**

- 14.1 The Company will be responsible for losses, damages, costs, or expenses (together, **Losses**) due to third party claims that result from the Company's or their third party service providers gross negligence, willful misconduct, or breach of this Agreement. First Data will be responsible for Losses due to third party claims that result from First Data's gross negligence, willful misconduct, or breach of this Agreement.
- 14.2 The non-responsible party will promptly notify the responsible party of any third party claim that is subject to this Section 14. The responsible party will have the opportunity to defend these claims using counsel it selects and will have the authority to enter into a settlement for monetary damages provided that it pays such amounts. The parties will cooperate with regard to any other conditions of settlement as well as in providing records, access to personnel or other information reasonably necessary to defend any claims.

### **15 Exclusion of Damages**

First Data, the Bank, and the Company will not be liable to each other for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect) under this Agreement; regardless of whether these damages were foreseeable or a party was advised they were possible. Network Security Fees, the Early Termination Fee, and other amounts for which a party is liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement) are not excluded by this Section.

### **16 Limitation of Liability**

First Data's and the Company's aggregate liability to the other for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will be limited to \$500,000.00 (**Liability Cap**). The Liability Cap will not apply to: (1) First Data's obligation to remit the proceeds of the Company's transactions that are processed under this Agreement (after accounting for all offsetting obligations); or (2) the Company's payment obligations related to the Services, Network Security Fees, the Early Termination Fee, and other amounts for which it is specifically liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement). The Bank will have no liability to Company except for what is set forth in *Section 2.1*.

### **17 Notices**

Written notices (other than normal operations) required under this Agreement will be sent by email, certified mail, or courier (all with tracking and delivery confirmation). Notices will be effective upon receipt.

Notices to the Company will be sent to: 5500 Westown Pkwy, Suite 190. West Des Moines, IA 50266.

Notices to First Data will be sent to: First Data Merchant Services LLC, Attn: Legal Department, 4000 NW 120th Avenue, MS/CON – MER, Coral Springs, Florida 33065; with a copy to First Data Merchant Services LLC, Attn: General Counsel, 6855 Pacific Street, Omaha, Nebraska 68106. Emailed notices to First Data will be sent to [legalpapers@fiserv.com](mailto:legalpapers@fiserv.com)

Notices to the Bank will be sent to: MetaBank, National Association, Attn: Vice President - Operations, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108; with a copy to: MetaBank, National Association, Attn: Legal, 5501 South Broadband Lane, Sioux Falls, South Dakota 57108.

**18 Third Party Beneficiaries, Providers**

There are no third party beneficiaries to this Agreement other than First Data's or the Bank's subsidiaries and affiliates involved in providing the Services to the Company. Each party is responsible for the performance of any third parties it uses in connection with the Services, and their compliance with the terms of this Agreement.

**19 Waivers**

A party's waiver of a breach of this agreement will not be considered a waiver of a subsequent breach.

**20 Compliance with Law, Choice of Law, Waiver of Jury Trial**

The parties will comply with all laws, rules (including Network Rules), and regulations (together **Laws**) that are applicable to their respective performance obligations under this Agreement. This Agreement will be governed by Iowa law (without regard to its choice of law provisions). The courts of jurisdiction in which Company is located will be the proper venue for legal proceedings brought in connection with this Agreement. First Data and the Company each waive their right to a jury trial for claims arising in connection with this Agreement.

**21 Entire Agreement, Amendment, Counterparts**

The defined term **Agreement** includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Schedules, addenda, amendments, or any other modifications to this Agreement related to Services that are provided solely by First Data and not the Bank need only be executed by the Company and First Data (references in these Schedules to **party** or **parties** will mean First Data and the Company, as applicable, and not the Bank). This Agreement and any addenda, or amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

**22 Assignment**

The parties may not assign this Agreement without the others' written consent (not to be unreasonably withheld), except as provided in *Sections 2.1* and *2.5*, or otherwise under its terms. This Agreement will be enforceable against a party's permitted successors or assigns.

**23 Publicity**

Company and First Data may make general references about each other and the Services to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that Company or First Data does not breach **Section 10**. First Data may issue a press release regarding this Agreement, including its renewal and the Services provided, subject to Company's review and approval, which shall not be unreasonably withheld or unduly delayed. Company must obtain prior written approval for any publicity, statements, or references related to the Bank and its role in connection with this Agreement.

[Signature Page Follows]

**Authorized Signatures:**

**Company**

**First Data Merchant Services LLC**

By: 

By: \_\_\_\_\_

Name: Shelly Sitzmann  
Title: Chair - ICTEA  
Date: 4-6-2022

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MetaBank, National Association**  
*as Bank and Debit Sponsor Bank under Section 2.5*  
*By First Data pursuant to a Limited Power of Attorney*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Acquiring Fee Schedule

### 1 Acquiring Fees

The Company will pay First Data the fees described below (**Acquiring Fees**) for the Acquiring Services. The Acquiring Fees are based on the Company's business methods and the types of transactions it will submit for processing that the Company disclosed to First Data. First Data may modify the Acquiring Fees if the Company materially changes its business methods or the types of transactions that it submits for processing.

Acquiring Fees	Amount	Driver
Transaction <sup>1</sup> (Visa and Mastercard Cards)	\$0.07 + 0.01%	per transaction
Transaction <sup>1</sup> (Other Cards)	\$0.07 + 0.01%	per transaction
Transaction <sup>1</sup> (Debit Cards)	\$0.07 + 0.01%	per transaction
Authorization (Voice) <sup>2</sup>	\$0.25	per call
Authorization (IVR) <sup>2</sup>	\$0.25	per IVR call
Chargeback	\$30.00	per chargeback
Retrieval	\$30.00	per retrieval
Adjustment	\$30.00	per adjustment
ACH Deposit	\$5.00	per deposit
ACH Reject	\$5.00	per rejection
Wire Deposit	\$10.00	per wire
ClientLine Reporting	\$N/A	per month
Paper Statement	\$N/A	per statement
Imprinter (includes plate)	\$50.00	per imprinter
Activation	\$0	per POS terminal
Down-line Loads (full)	\$50.00	per load
Down-line Load (partial)	\$50.00	per load
Implementation Fee	\$100.00	per project
Application Fee	\$0	per application
Maintenance Fee	\$0	per month
Merchant ID Set-Up Fee	\$0	per MID
Merchant ID Monthly Fee	\$0	per MID
PCI Compliance Program Fee (per MID)	\$40.00	per year
PCI Non-Compliance Fee (per MID)	\$10.00	per month
Custom Reporting	\$50	per hour
Custom Report (recurring reports)	\$200	per report

<sup>1</sup> This amount is charged for each authorization attempt (whether approved or declined), purchases, reversals, or returns. This amount includes authorization and data capture for Visa, Mastercard, American Express, and Discover transactions; and settlement for Visa and Mastercard transactions. American Express and Discover charge settlement processing fees separately to the Company under separate agreements these Networks have with Company

<sup>2</sup> This fee is in addition to the applicable transaction fee

### 2 Network Fees

The Networks and other third parties impose fees on the Company's transactions, some of which are charged to First Data. The Company will pay First Data for all fees and charges that are imposed by the Networks and other third parties (together **Network Fees**) on the gross amount of Company's transactions that are

processed using the Acquiring Services. The Networks and other third parties may modify their Network Fees during the Term of this Agreement. Modifications to the Network Fees will be effective on the dates set by the Networks or other third parties. Network Fees are in addition to the Acquiring Fees and include:

Interchange  
Excessive Chargebacks  
Dues and Assessments  
Access Fees  
Debit Network Fees  
Other Fees (including Network Security Fees)

**ITEMS TO INCLUDE ON AGENDA**

**WOODBURY COUNTY, IOWA**

- Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the County for certain original expenditures paid in connection with specified Projects.

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



\_\_\_\_\_, 20\_\_

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION DECLARING AN OFFICIAL INTENT UNDER  
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO  
REIMBURSE THE COUNTY FOR CERTAIN ORIGINAL  
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED  
PROJECTS

WHEREAS, the County anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the County reasonably expects to issue debt to reimburse the costs of a Project; and

WHEREAS, the Board believes it is consistent with the County's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Board determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the County reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the County in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost*</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
<i>Prairie Hills Demo</i>	<i>CIP Fund</i>	<i>7,400</i>	<i>7,400</i>	<i>3-1-22</i>
<i>Election Equip</i>	<i>"</i>	<i>172,574</i>	<i>172,574</i>	<i>3-1-22</i>
<i>WIT Sec. Inst.</i>	<i>"</i>	<i>59,209</i>	<i>59,209</i>	<i>3-1-22</i>
<i>D.H. Windows</i>	<i>"</i>	<i>55,000</i>	<i>55,000</i>	<i>3-1-22</i>
<i>Tyler Software</i>	<i>"</i>	<i>1,063</i>	<i>1,063</i>	<i>3-1-22</i>

\*It is intended to seek grants and other contributions to reduce the amount of borrowing required for the following Project(s):

\_\_\_\_\_

If such grants are not received, it is intended that the costs to be financed will be increased accordingly.

Section 5. That the County reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.

Section 6. That this Resolution be maintained by the County Auditor in an Official Intent File maintained in the office of the Auditor and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chairperson

ATTEST:

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

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

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

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**[www.ahlerslaw.com](http://www.ahlerslaw.com)**

Jason L. Comisky  
515.246.0337  
[jcomisky@ahlerslaw.com](mailto:jcomisky@ahlerslaw.com)

April 13, 2022

**Via E-Mail Only**

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

Re: Woodbury County, State of Iowa  
\$2,416,000 General Obligation Capital Loan Notes, Series 2022A

Dear Dennis:

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

1. The Board procedure consists of the following:
  - (a) Resolution authorizing the issuance of the Notes.

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

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

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

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

2. Closing Certificates and Documents:

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

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

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

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

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

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

Tax Exemption

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

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

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

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

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

These Notes are also issued under the expectation that you will be exempt from the requirement to rebate arbitrage earnings to the United States Government, because you will issue \$5,000,000 or less of Notes or any similar obligations for public purposes during the calendar year. (This excludes Industrial Development Revenue Notes.) If for any reason you should need to exceed that amount of Note issuance, the matter should be brought to our attention immediately. For this purpose, "Notes" generally includes any debt obligation including warrants, lease-purchase contracts, contracts to purchase, bonds and others.

Also, these Notes are designated as qualified tax-exempt obligations, making them desirable for certain banks as investments and making possible a more favorable interest rate. For this designation to be proper, it is necessary that the County reasonably expects to issue \$10,000,000 or less of Notes or other obligations in the course of this calendar year. If that amount should be exceeded, it would be necessary to review the situation immediately.

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

#### Closing Matters.

As you know, closing of this issue is scheduled to occur on or about May 5, 2022. At the time of closing, the "Purchaser's" copies of the above items will be delivered to the Purchaser of the Notes in exchange for the agreed purchase price. Our legal opinion also will be delivered to the Purchaser at that time.

**Please return executed documents to us by April 28, 2022 to allow sufficient time for review prior to closing.**



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

Ahlers & Cooney, P.C.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jason L. Comisky".

Jason L. Comisky  
FOR THE FIRM

JLC:ks

Enclosures

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

**ITEMS TO INCLUDE ON AGENDA FOR APRIL 19, 2022**

**WOODBURY COUNTY, IOWA**

\$2,416,000 General Obligation Capital Loan Notes, Series 2022A

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

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

April 19, 2022

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Board Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AMENDING THE 'RESOLUTON AUTHORIZING THE ISSUANCE OF \$2,416,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF,' PASSED AND APPROVED ON MARCH 29, 2022, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,416,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Board Member \_\_\_\_\_ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION AMENDING THE 'RESOLUTON AUTHORIZING THE ISSUANCE OF \$2,416,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF,' PASSED AND APPROVED ON MARCH 29, 2022, BY SUBSTITUTING A NEW RESOLUTION THEREFOR, APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,416,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

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

WHEREAS, the Issuer is in need of funds to pay costs of erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; front windows for the public building used by District Health; and remodeling the data center, essential county purpose(s), and it is deemed necessary and advisable that

General Obligation Capital Loan Notes, to the amount of not to exceed \$421,000 be authorized for said purpose(s); and

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

WHEREAS, the Issuer is in need of funds to pay costs of demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and optical scan voting system and related equipment, essential county purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$1,995,000 be authorized for said purpose(s); and

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

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

WHEREAS, of March 29, 2022, the Board of Supervisors of said County did adopt a certain Resolution entitled "RESOLUTION AUTHORIZING THE ISSUANCE OF \$2,416,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A, AND LEVYING A TAX FOR THE PAYMENT THEREOF"; and

WHEREAS, due to certain changes in the overall financing plans of the County, it is necessary to make numerous changes to the Resolution adopted on March 29, 2022; and, therefore, said Board has adopted a new Resolution to be substituted in its entirety for the Resolution previously adopted March 29, 2022, authorizing the issuance of \$2,416,000 General Obligation Capital Loan Notes, Series 2022A.

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

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

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.

- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$2,416,000 General Obligation Capital Loan Notes, Series 2022A, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the County Treasurer of Woodbury County, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

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

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$539,154.56*	2022/2023
\$524,948.48	2023/2024
\$514,511.36	2024/2025
\$504,074.24	2025/2026
\$493,637.12	2026/2027

\*A levy has been included in the budget previously certified and will be used together with available County funds to pay the principal and interest of the Note coming due in fiscal year 2022/2023.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2022 will be collected during the fiscal year commencing July 1, 2023.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Woodbury County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever which action requires a modification and change of the levies originally made in accordance with the Note Resolution certified to and filed in the Woodbury County Auditor's office on March 30, 2022.

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

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2022A GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

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

Section 6. Note Details, Execution and Redemption.

a) Note Details. A General Obligation Capital Loan Note of the County in the amount of \$2,416,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa for the aforesaid purposes. The Note shall be issued as a term note. The Note shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2022A", be dated May 5, 2022, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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



Principal Amount	Interest Rate	Maturity June 1st
\$2,416,000	2.160%	2027*

\*Term Note

b) Redemption.

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

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

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

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

Term Note:

Principal Amount	Interest Rate	Maturity June 1st
\$483,200	2.160%	2023
\$483,200	2.160%	2024
\$483,200	2.160%	2025
\$483,200	2.160%	2026
\$483,200	2.160%	2027*

\*Final Maturity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"STATE OF IOWA"  
"COUNTY OF WOODBURY"  
"GENERAL OBLIGATION CAPITAL LOAN NOTE"  
"SERIES 2022A"  
ESSENTIAL COUNTY PURPOSE

Rate: 2.160%  
Maturity: June 1, 2027  
Note Date: May 5, 2022  
CUSIP No.: N/A  
"Registered"  
Certificate No. 1  
Principal Amount: \$2,416,000

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

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

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2022, and semiannually thereafter on the 1st day of June and December in each year as set forth in the Debt Service Schedule attached hereto and incorporated herein by this reference.

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

This Note is issued pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, for the purpose of paying costs of (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment, and in order to evidence the obligations of the Issuer under a certain Loan

Agreement dated the date hereof, in conformity to a Resolution of the Board of said County duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

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

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

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

The Note maturing on June 1, 2027, is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 2.160% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Principal Amount	Maturity June 1st
\$483,200	2023
\$483,200	2024
\$483,200	2025
\$483,200	2026
\$483,200	2027*

\*Final Maturity

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

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in

the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 331.446 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the County for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

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

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

COUNTY TREASURER, Registrar  
Woodbury County, Iowa

By: \_\_\_\_\_  
Authorized Signature  
Registrar and Transfer Agent: County Treasurer  
Paying Agent: County Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)  
(Signature Block)

WOODBURY COUNTY, STATE OF IOWA

By: \_\_\_\_\_ (manual or facsimile signature)

Chairperson

ATTEST:

By: \_\_\_\_\_ (manual or facsimile signature)  
County Auditor

(Information Required for Registration)

ASSIGNMENT

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

Dated: \_\_\_\_\_

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

SIGNATURE )  
GUARANTEED) \_\_\_\_\_

IMPORTANT - READ CAREFULLY

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



INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) \_\_\_\_\_  
 Address of Transferee(s) \_\_\_\_\_  
 Social Security or Tax Identification \_\_\_\_\_  
 Number of Transferee(s) \_\_\_\_\_  
 Transferee is a(n):  
 Individual\* \_\_\_\_\_ Corporation \_\_\_\_\_  
 Partnership \_\_\_\_\_ Trust \_\_\_\_\_

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

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

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - ..... Custodian .....  
 (Cust) (Minor)  
 Under Iowa Uniform Transfers to Minors Act.....  
 (State)

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

(End of form of Note)

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

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

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

throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

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

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

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

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

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 19th day of April, 2022.

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Chairperson

ATTEST:

---

County Auditor

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

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

WITNESS my hand and the seal of the Board hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Auditor, Woodbury County, State of Iowa

(SEAL)

---

TAX EXEMPTION CERTIFICATE

of

WOODBURY COUNTY, STATE OF IOWA, ISSUER

\$2,416,000 General Obligation Capital Loan Note, Series 2022A

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This instrument was prepared by:

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

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## TAX EXEMPTION CERTIFICATE

### WOODBURY COUNTY, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on May 5, 2022, by Woodbury County, State of Iowa (the "Issuer").

#### INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$2,416,000 General Obligation Capital Loan Note, Series 2022A (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

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

#### ARTICLE I

##### DEFINITIONS

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

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$2,416,000 aggregate principal amount of General Obligation Capital Loan Note, Series 2022A, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

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



- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the price paid by the Purchaser of the Bonds. The Issue Price is \$2,416,000, as set forth in Exhibit A.
- "Issuer" means Woodbury County, a municipal corporation in the State of Iowa.
- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.
- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.
- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.
- "Project" means the (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.
- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.
- "Purchasers" means Security National Bank of Sioux City, Iowa, constituting the initial purchasers of the Bonds from the Issuer.
- "Rebate Amount" means the amount computed as described in this Certificate.
- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.
- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.
- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103, 148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds",

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

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

- "Resolution" means the resolution of the Issuer adopted on April 19, 2022, authorizing the issuance of the Bonds.

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

- "Sinking Fund" means the Bond Fund.

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

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

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

- "Verification Certificate" means the Bond Purchase Agreement.

## ARTICLE II

### SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

#### Section 2.1 Authority to Certify and Expectations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds of \$2,416,000, received at Closing are expected to be deposited and expended as follows:

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

(b) \$8,900 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(c) \$2,407,100 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds; and

## Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment.

## Section 2.4 Facts Supporting Tax-Exemption Classification

### Governmental Bonds

#### Private Business Use/Private Security or Payment Tests

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

## Private Loan Financing Test

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

### Section 2.5 Facts Supporting Temporary Periods for Proceeds

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

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

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

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

### Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

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

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

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

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

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

#### Section 2.7 Pertaining to Yields

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

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

(c) The Bond Yield has been computed as not less than 2.159677 percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

#### Section 2.8 Reimbursement Bonds

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### REBATE

##### Section 3.1 Records

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



### Section 3.2 Rebate Fund

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

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

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

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

### Section 3.3 Exceptions to Rebate

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

- \$5,000,000 Small Issuer Exception

The reasonably anticipated amount of tax-exempt bonds (other than private activity bonds) which will be issued by the Issuer and all subordinate entities of the Issuer during the calendar year will not exceed \$5,000,000.

- Eighteen-Month Exception

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

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

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the

Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 6%. For purposes of determining compliance with the eighteen-month spending period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

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

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

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

- Election with respect to future earnings

Pursuant to Section 1.148-7(h)(i)(3) of the Regulations, the Issuer shall calculate the amount of future earnings to be used in determining compliance with the first three spending periods based on its reasonable expectations that the average annual interest rate on investments of the ACP will be not more than 5%. Compliance with the final spending period shall be calculated using actual earnings.

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

#### Section 3.4 Calculation of Rebate Amount

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

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

### Section 3.5 Rebate Requirements and the Bond Fund

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

### Section 3.6 Investment of the Rebate Fund

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

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

### Section 3.7 Payment to the United States

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

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

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

### Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

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

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

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

### Section 3.9 Additional Payments

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

## ARTICLE IV

### INVESTMENT RESTRICTIONS

#### Section 4.1 Avoidance of Prohibited Payments

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

Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

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

Section 4.3 Investment in Certificates of Deposit

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

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

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

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

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

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

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

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

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

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

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

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

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

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

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

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

(c) The winning bid meets the following requirements:

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

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

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

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

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

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

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

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

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

#### Section 4.5 Records

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

#### Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

### ARTICLE V

#### GENERAL COVENANTS

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

### ARTICLE VI

#### AMENDMENTS AND ADDITIONAL AGREEMENTS

##### Section 6.1 Opinion of Bond Counsel; Amendments

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

##### Section 6.2 Additional Covenants, Agreements

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

##### Section 6.3 Internal Revenue Service Audits

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



Section 6.4 Amendments

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

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$2,416,000 General Obligation Capital Loan Notes, Series 2022A, dated May 5, 2022.  
(Issue covered by this Certificate.)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

None

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

None

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

None

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

\_\_\_\_\_  
County Treasurer, Woodbury County, State of  
Iowa

(SEAL)

EXHIBIT "A"

WOODBURY COUNTY, IOWA  
\$2,416,000  
GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022A

CERTIFICATE OF THE PURCHASER

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

1. ***Purchase of the Bonds.*** On the date of this certificate, the Purchaser is purchasing the Bonds for the amount of \$2,416,000. The Purchaser is not acting as an Underwriter with respect to the Bonds. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Bonds (or any portion of the Bonds or any interest in the Bonds). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Bonds and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Bonds to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms.***

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

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

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

SECURITY NATIONAL BANK, as  
Purchaser

By: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: May 5, 2022.

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the \_\_\_\_\_ of Woodbury County, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by Woodbury County, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$2,416,000 General Obligation Capital Loan Notes, Series 2022A, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WOODBURY COUNTY, IOWA

By: \_\_\_\_\_

Title: \_\_\_\_\_

## LOAN AGREEMENT

This Loan Agreement is entered into as of the 5th day of May, 2022, by and between Woodbury County, State of Iowa (the "County") acting through its Board of Supervisors (the "Board") and Security National Bank of Sioux City, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the County the sum of \$2,416,000, and the County's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Note, Series 2022A, in the aggregate principal amount of \$2,416,000 (the "Note").
2. The loan proceeds shall be used to pay costs of (a) erecting, equipping, remodeling or reconstructing of the Courthouse including audio/visual equipment, software, hardware and other equipment; (b) front windows for the public building used by District Health; (c) remodeling the data center; (d) demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance including Prairie Hills demolition and related costs; (e) peace officer communication equipment and other emergency services communication equipment and systems including software and hardware; and (f) optical scan voting system and related equipment (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Note on December 1, 2022.
3. The County agrees to repay the loan and interest thereon as hereinafter provided. The Note, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the County's obligation to repay the amounts payable hereunder. The Note shall be dated May 5, 2022, shall bear interest payable December 1, 2022, and semiannually thereafter on the first day of June and December in each year at the rates and mature in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference.
4. The Board has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Note and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Note and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the County and provision has been made in the Resolution for the levy and collection of such tax.
5. The County may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Note which are at the time of their issuance on a parity and equality of rank with the Note with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the County including this Loan Agreement and Note issued hereunder does not exceed the Constitutional or statutory limitations.
6. In connection with its purchase of the Note, the Lender represents and agrees as follows:

(a) The Lender understands that no prospectus or Official Statement containing material information with respect to the County, the Note or the Project is being prepared or authorized by the County in connection with the issuance of the Note and that, with the degree of due diligence the Lender deems necessary, the Lender has made its own investigation and analysis with respect to the County, the Project and the Note and the security therefore.

(b) The Lender is acquiring the Note for its own account and not with a view to resale or other distribution thereof and does not presently intend to divide the Note or to resell or otherwise dispose of all or any portion of the Note.

(c) The Lender understands that the Note (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the laws of the State of Iowa or the "blue sky" laws and regulations of any other state, (ii) will carry no rating from any national rating agency, and (iii) may not be readily marketable. The Lender agrees not to offer, sell or transfer any of the Note or make any change in registration of any of the Note without having first determined that the sale or transaction which necessitates or prompts the transfer or change of registration may be made without violating the Securities Act of 1933, the Iowa Uniform Securities Act and any other applicable laws, rules or regulations.

(d) The County may be subject, now or in the future, to certain continuing disclosure obligations imposed by S.E.C. Rule 15c2-12 (the "Rule"), as may be amended from time to time. To the extent the County determines the Rule or other applicable law requires disclosure of this agreement, the term sheet, or any other documents with regard to this transaction on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") system or elsewhere, Lender hereby acknowledges such documents as public records and consents to said disclosure.

(e) The Lender agrees that should it sell the Note to Institutional Investors, such sale will not be made and no transfer and registration will be completed until an Investment Letter in the form attached hereto as Exhibit "A" has been executed by such Institutional Investor and such letter is furnished to the Registrar and the Transfer Agent for the Note and all conditions of the Investment Letter and this Agreement are satisfied.

7. The Lender and the County represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the County.

8. This Loan Agreement is executed pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

WOODBURY COUNTY, STATE OF IOWA  
(County)

By: \_\_\_\_\_  
Chairperson

ATTEST:

By: \_\_\_\_\_  
County Auditor

(SEAL)



SECURITY NATIONAL BANK (Lender)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**WOODBURY COUNTY, IOWA**

Dated Date = 05/05/2022

\$2,416,000 General Obligation Capital Loan Notes,  
Series 2022A (CIP)  
18799.039

Delivery Date = 05/05/2022

Maturity Dates	Maturing Amount	Coupon Rate	Interest Amount	Total Debt Service
12/01/2022			29,861.76	29,861.76
06/01/2023	483,200.00	2.160000	26,092.80	509,292.80
12/01/2023			20,874.24	20,874.24
06/01/2024	483,200.00	2.160000	20,874.24	504,074.24
12/01/2024			15,655.68	15,655.68
06/01/2025	483,200.00	2.160000	15,655.68	498,855.68
12/01/2025			10,437.12	10,437.12
06/01/2026	483,200.00	2.160000	10,437.12	493,637.12
12/01/2026			5,218.56	5,218.56
06/01/2027	483,200.00	2.160000	5,218.56	488,418.56
	<b>\$2,416,000.00</b>		<b>\$160,325.76</b>	<b>\$2,576,325.76</b>
<b>Acc Int Totals</b>			<b>\$160,325.76</b>	<b>\$2,576,325.76</b>
<b>Average Coupon .....</b>	<b>2.16000000%</b>			
<b>Average Life .....</b>	<b>3.072 yrs</b>			

(Form of Investment Letter)

Ahlers & Cooney, P.C.  
100 Court Avenue, Suite 600  
Des Moines, IA 50309

Woodbury County, Iowa  
822 Douglas Street  
Sioux City, Iowa 51101

RE: Woodbury County, Iowa - \$2,416,000 General Obligation Capital Loan Notes,  
Series 2022A

Ladies and Gentlemen:

This letter is to provide you with certain representations and agreements with respect to our participation in the purchase of the General Obligation Capital Loan Notes, Series 2022A, in the aggregate principal amount of \$2,416,000 referred to above (the “Notes”), dated May 5, 2022, issued by Woodbury County, Iowa (the “Issuer”).

The business of the undersigned is banking. As an Institutional Investor, as hereinafter defined, the bank has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal obligations, to be able to evaluate the risks and merits of the investment represented by its purchase of the Notes. It is able to bear the economic risks represented by its purchase of the Notes.

The bank has made inquiry and analysis with respect to the Issuer and other material factors affecting the credit of the Issuer and the likelihood of the payment of the Notes. It acknowledges that it has been furnished with copies of all legal documents pertaining to this issue. It further acknowledges that it has been offered access to all information relating to the financial data and business of the Issuer, as well as such other information as the undersigned deems necessary or appropriate as a prudent and knowledgeable investor in evaluating the purchase of the Notes. The Issuer has agreed, upon request, to provide copies of its annual audit.

Neither the Issuer nor its officers, Board members, or employees or agents has made any representation or warranty concerning the financial position or business condition of the Issuer, nor have any of them represented or warranted the correctness of any offering materials furnished by the Issuer in connection with its purchase of the Notes. The bank has not relied upon the Issuer or its officers, Board members, or employees or agents as to the accuracy or completeness of such information. As a sophisticated investor, the bank has made its decision to purchase the Notes based solely upon such information and its own inquiry and analysis.

The bank is familiar with the federal and state (including, but not limited to the state of Iowa) legislation, rules, regulations, and case law pertaining to the transfer and distribution of securities, including, but not limited to, disclosure obligations of the seller incident to any such transfer or distribution. It acknowledges that the Notes have not been registered under the securities laws of the United States or any state thereof, and hereby covenants and agrees that it

will not sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes or any interest therein in violation of applicable federal or state law.

The bank represents it is purchasing the Notes for its own account (or related subsidiary or affiliate corporation) for Investment (and not on behalf of another) and has no present intention of reselling the Notes or dividing its interest therein, either currently or after passage of a fixed or determinable period of time or upon the occurrence or nonoccurrence of any predetermined event or circumstance; but the undersigned reserves the right to sell, offer for sale, pledge, transfer, convey, hypothecate, mortgage, or dispose of the Notes at some future date determined by it, subject to the provisions of the Loan Agreement which is attached hereto and incorporated herein by reference. It has not and will not pay any commission, compensation, or fee to any person or entity in connection with its purchase of the Notes and it is not aware of, and is not purchasing the Notes pursuant to, any form of general solicitation or advertising with respect to the Notes.

The bank agrees that it will not furnish to any third person information furnished to it by or on behalf of the Issuer and designated as confidential except as permitted and provided in the Notes.

This letter shall be binding upon the undersigned and its successors and assigns.

Very Truly Yours,

DELIVERY CERTIFICATE

We the undersigned County Officials, do hereby certify that we are the officers, respectively below indicated, of a political subdivision of the State of Iowa, known as Woodbury County, State of Iowa; that in pursuance of the provisions of Sections 331.402 and 331.443, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2022A, of Woodbury County, State of Iowa, in the amount of \$2,416,000, dated May 5, 2022, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$2,416,000	2.160%	2027*

\*Term Note

The Note has been executed with the manual or facsimile signature of the Chairperson and the manual or facsimile signature of the County Auditor of the County.

The Note has been delivered to:

Security National Bank of Sioux City, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$2,416,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County, or the titles of the undersigned County officers to their respective positions, or the validity of the Notes, or the power and duty of the County to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the County, except moneys and credits and tax free lands (Year 2021/2022), according to the last completed State and County tax lists (100% - Before Rollback) \$ \_\_\_\_\_

Total general obligation bonded indebtedness of the County, including this issue \$ \_\_\_\_\_

All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the County of any kind \$ \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto affixed our hands at Sioux City, State of Iowa, this 5th day of May, 2022.

\_\_\_\_\_  
Chairperson

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

\_\_\_\_\_  
County Treasurer

(COUNTY SEAL)

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting County Auditor of Woodbury County, State of Iowa, and that as such Auditor I have in my possession or have access to the complete corporate records of the County and of its Board and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$2,416,000 General Obligation Capital Loan Notes, Series 2022A, of the County dated May 5, 2022, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the Board of Supervisors consists of a Chairperson and five (5) Board Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that according to the records in my office, the named members of the Board were duly and regularly elected to such office, and were, during all of the year 2022, and now are, the legally elected, constituted and acting Board of Supervisors of the County.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the County officers and Board Members to their official positions.

I further certify that all meetings of the Board of Supervisors of the County at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Board all pursuant to the provisions and in accordance with the conditions of the local rules of the Board and Chapter 21, Code of Iowa.

I further certify that no County officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the County hereto attached this \_\_\_\_\_ day of \_\_\_\_\_, 2022, at Sioux City, Iowa.

\_\_\_\_\_  
County Auditor, Woodbury County, State of  
Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the County, possessed of the offices as designated below, to-wit:

Chairperson: Keith Radig  
\_\_\_\_\_  
(Original Signature)

County Auditor: Patrick Gill  
\_\_\_\_\_  
(Original Signature)

County Treasurer: Tina Bertrand  
\_\_\_\_\_  
(Original Signature)

STATE OF IOWA )  
 ) SS  
COUNTY OF WOODBURY )

Subscribed and sworn to before me by Keith Radig, Patrick Gill and Tina Bertrand on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public in and for Woodbury County,  
Iowa

(SEAL)



COUNTY AUDITOR'S CERTIFICATE

I, \_\_\_\_\_, County Auditor of Woodbury County, State of Iowa, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 there was filed in my office the Resolution of the Board of Supervisors of Woodbury County, State of Iowa, adopted on the 19th day of April, 2022, the **amending** Resolution authorizing execution of a Loan Agreement and authorizing the issuance of \$2,416,000 of General Obligation Capital Loan Notes, Series 2022A, and levying a tax therefor, dated May 5, 2022, said **amending** Resolution now being filed covering in part the modification of taxes heretofore certified to my office on March 30, 2022, for the purpose of paying principal and interest on \$2,416,000 of General Obligation Capital Loan Notes, Series 2022A, by amendment to the Resolution adopted by said Board of Supervisors on March 29, 2022.

I further certify that I have taken action to modify the levies in accordance with the aforesaid **amending** Resolution adopted on April 19, 2022, commencing with the tax levy to be collected in the fiscal year July 1, 2022 to June 30, 2023, and ending with the tax levy to be collected in fiscal year July 1, 2026 to June 30, 2027.

(COUNTY SEAL)

\_\_\_\_\_  
County Auditor of Woodbury County, State of  
Iowa



# Woodbury County Board of Supervisors

Courthouse • Room 104

620 Douglas Street • Sioux City, Iowa 51101

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

## MEMBERS

ROCKY L. DE WITT  
SIOUX CITY

MARK A. MONSON  
SIOUX CITY

KEITH W. RADIG  
SIOUX CITY

MATTHEW A. UNG  
SIOUX CITY

JUSTIN D. WRIGHT  
SIOUX CITY

FINANCE / BUDGET DIRECTOR  
DENNIS BUTLER

ADMINISTRATIVE ASSISTANT  
KAREN JAMES

EXECUTIVE SECRETARY / PUBLIC BIDDER  
HEATHER SATTERWHITE

April 19, 2022

Sheila Martin, Chief Executive Officer  
Siouxland Mental Health Services, INC  
625 Court St.  
Sioux City, IA 51101-1919  
smartin@siouxlandmentalhealthcenter.com

**RE: Letter of Commitment-FY 2022 Certified Community Behavioral Health Clinic-  
Planning, Development, and Implementation (CCBHC-PDI) No: SM-22-002**

Dear Siouxland Mental Health Services, INC,

On behalf of the Woodbury County Board of Supervisors, I am pleased to provide a letter of commitment to serve as a community/local organization partner to ensure the success of Siouxland Mental Health Services, Inc Certified Community Behavioral Health Clinic. It is my understanding Siouxland Mental Health Center (SMHC) is applying to the Substance Abuse and Mental Health Services Administration (SAMHSA) for the CCBHC-PDI grant program which is designed to help transform community behavioral health systems and provide comprehensive, coordinated behavioral health care.

SMHC has been providing services within the Siouxland community for over fifty years. As the designated Community Mental Health Center for Woodbury County in Iowa, SMHC is committed to provide a comprehensive range of outreach, treatment, and recovery supports geared towards individuals with serious mental illness (SMI), individuals with substance use disorders (SUD), youth with serious emotional disturbance (SED), and individuals with co-occurring mental health and substance disorders (COD). SMHC is committed to behavioral health equity and that all individuals have the right to access high quality and affordable services ensuring that everyone has a fair and just opportunity to be healthy.

Page 2  
April 19, 2022

The purpose of this Letter of Commitment is to document the commitment and understanding of Siouxland Mental Health Center in collaboration with Woodbury County, Iowa to assist all individuals experiencing a mental health or substance use-related crisis.

#### Woodbury County's mission

As a dedicated community/ local organization partner, Woodbury County Board of Supervisors is committed to working collaboratively with SMHC to implement the proposed CCBHC criteria:

- Increase access to and availability of high-quality services that are responsive to the community.
- Support recovery from mental health and substance use disorder challenges by comprehensive community-based mental and substance use disorder treatment and supports.
- Use evidence-based practices that address the needs of the individuals the CCBHC serves.
- Continually work to measure and improve the quality of services
- Meaningfully involved consumers and family members in their own care and the broader governance of the CCBHC.

We are committed to a partnership of success that results in excellent outcomes for SMHC consumers.

Respectfully,

Keith Radig  
Chairman  
Woodbury County Board of Supervisors