



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
( OCTOBER 4) (WEEK 40 OF 2022)**

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

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

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

Rocky L. DeWitt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy Taylor 259-7910 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>	Justin Wright 899-9044 <a href="mailto:jwright@woodburycountyiowa.gov">jwright@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 4, 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.

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**AGENDA**

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

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

**Consent Agenda**

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

3. Approval of the minutes of the September 27, 2022 meeting
4. Approval of claims
5. County Treasurer – Tina Bertrand  
Approve property tax refund request for parcel #894734257012 in the amount of \$1,085.00

6. Board Administration – Heather Van Sickle  
Approval of resolution approving petition for suspension of taxes through the redemption process for A.S.
7. Human Resources – Melissa Thomas  
Approval of Memorandum of Personnel Transactions
8. Secondary Roads – Mark Nahra
  - a. Approval of permit to work in the county right of way for Rich DeRocher
  - b. Approval of utility permit for installation of fiber optic cable for SDN Communications

### **End Consent Agenda**

9. Safe Place Siouxland – Deborah Hogan  
Approval of and presentation of Domestic Violence Awareness Month Proclamation Action
10. Summit Carbon Solutions – Kaylee Langrell & Riley Gibson  
Summit Carbon Solutions Project update Information
11. Chief Judge – Patrick Tott  
Approval to reserve the LEC Conference Room for Juvenile Court during Construction at Trosper Hoyt Action
12. CED Zoning Coordinator – Daniel Priestly  
Approval to set the date and time for three public hearings for a proposed Zoning Ordinance Map Amendment of Parcel #884701200009 from the Agricultural Preservation (AP) Zoning District to the General Commercial (GC) Zoning District for October 11<sup>th</sup> at 4:45 p.m., October 18<sup>th</sup> at 4:45 p.m., and October 25<sup>th</sup> at 4:45 p.m. Action
13. Board Administration – Dennis Butler
  - a. Approval of resolution authorizing the execution of a Memorandum of Agreement with Siouxland Mental Health Services, Inc. and fixing a date of October 25, 2022 at 4:40 p.m. for a hearing on the proposed issuance of revenue bonds or notes pursuant to Chapter 419 of the Iowa Code Action
  - b. Approval of termination notice to D.A. Davidson & Co. as dissemination agent Action
  - c. Approval of Dissemination Agent Agreement with UMB Bank, n.a. Action
14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

### **ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- MON., OCT. 3 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., OCT. 5 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.  
**6:00 p.m.** Zoning Commission Special Meeting, First Floor Boardroom
- THU., OCT. 6 10:00 a.m.** COAD Meeting, The Security Institute
- WED., OCT. 12 7:30 a.m.** SIMPCO Executive-Finance Committee Meeting - Hybrid  
**8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom  
**12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., OCT. 13 10:00 a.m.** STARComm Board Meeting, The Security Institute, WIT Campus  
**12:00 p.m.** SIMPCO Board of Directors Meeting, 1122 Pierce St.  
**4:00 p.m.** Conservation Board Meeting, Snyder Bend Park
- WED., OCT. 19 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., OCT. 20 1:30 p.m.** SIMPCO – Community and Economic Development – Hybrid  
**4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., OCT. 21 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- MON., OCT. 24 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., OCT. 25 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., OCT. 26 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., OCT. 27 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- WED., NOV. 2 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., NOV. 3 10:00 a.m.** COAD Meeting, The Security Institute
- MON., NOV. 7 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom

**Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.**

*Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.*

**SEPTEMBER 27, 2022 THIRTY-NINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, September 27, 2022 at 4:30 p.m. Board members present were Ung, Radig, Wright, and De Witt; Taylor was absent. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Radig second by De Witt to approve the agenda for September 27, 2022. Carried 4-0. Copy filed.

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

3. To approve minutes of the September 20, 2022 meeting. Copy filed.
4. To approve the claims totaling \$732,170.04. Copy filed.
5. To receive the appointment of Bernie Scolaro, 905 Alice St, Sioux City, to fill the vacancy for School Board Director, recently held by Dr. Juline Albert, until the next regular/general Election. Copy filed.
6. To approve the separation of Emma Sonier, P/T Youth Worker, Juvenile Detention Dept., effective 10-01-22. Resignation.; the separation of Timothy Jordan, P/T Youth Worker, Juvenile Detention Dept., effective 10-07-22. Resignation.; and the reclassification of Christopher Tritz, Youth Worker, Juvenile Detention Dept., effective 10-17-22, \$26.28/hour, 17%=\$3.81/hour. Per AFSCME Juvenile Detention Contract Agreement, from Grade 1/Step 3 to Grade 1/Step 4. Copy filed.
7. To approve the underground utility permit for Long Lines. Copy filed.
- 8a. To approve the property tax refund and cancel tax sale certificate #2022-441 for LSA Investments and refund for \$38.00 for parcel #FMT430IN2016627A, 3700 28<sup>th</sup> St., Lot 131. Copy filed.
- 8b. To approve the refund of property tax for Pioneer Bank, parcel #884730479015, in the amount of \$30.00. Copy filed.
- 8c. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Dreamhomes, VIN #A388868, 1988 Artcraft.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,507  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Dreamhomes is the titleholder of a mobile home VIN #A388868 located in Woodbury County, Iowa and legally described as follows:

**VIN #A388868 1988 Artcraft**

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

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

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

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

**SO RESOLVED** this 27th day of September, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8d. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Rhonda Anderson, VIN #INFL555A11582HP13, 2006 Fleetwood.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,508  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Rhonda Anderson is the titleholder of a mobile home VIN #INFL555A11582HP13 located in Woodbury County, Iowa and legally described as follows:

**VIN #INFL555A11582HP13 2006 Fleetwood**

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

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

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

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

**SO RESOLVED** this 27th day of September, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

- 8e. To approve and authorize the Chairperson to sign a Resolution approving abatement of taxes for Heather or Samuel Williams, VIN #1888W, 1975 Chickasha.

**WOODBURY COUNTY, IOWA  
RESOLUTION #13,509  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Heather or Samuel Williams is the titleholder of a mobile home VIN #1888W located in Woodbury County, Iowa and legally described as follows:

**VIN #1888W 1975 Chickasha**

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Heather or Samuel Williams.

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

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

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

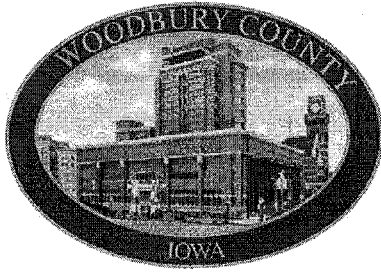
**SO RESOLVED** this 27th day of September, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

Carried 4-0.

9. There was a discussion about the future of Port Neal under Mid-American. Copy filed.
10. Daniel Priestley, Community Economic Development, updated the Board on progress to address temporary sales of food, beverages, goods, and services during future RAGBRAI events along the RAGBRAI route and steps to amend the Zoning Ordinance. Copy filed.
- 11a. Motion by Radig second by De Witt to approve the contract and bond for a slurry wedge project with Midwest Coatings for \$173,860.00. Carried 4-0. Copy filed.
- 11b. Motion by Radig second by De Witt to approve the contract and bond for project #L-B(B64)—73-97 with Dixon Construction for \$298,190.00. Carried 4-0. Copy filed.
12. Reports on committee meetings were heard.
13. Trevor Brass, County Attorney's Office, and Tina Bertrand, Woodbury County Treasurer, addressed the Board with concerns about the impact that inflation is having on the wages earned in their offices.
14. Board concerns were heard.

The Board adjourned the regular meeting until October 4, 2022.

Meeting sign in sheet. Copy filed.



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

September 28, 2022

Refund of payment

Dear Board of Supervisors,

Brent Stephens is requesting a refund for a payment of \$1085.00 he made for parcel 8947 34 257 012 for 607 S Linn St. Brent has an escrow that should be paying the taxes on his property and he should not have paid them himself.

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  
BOARD ADMINISTRATION  
MEMORANDUM**

TO: Board of Supervisors

FROM: Karen James, Administrative Assistant

DATE: September 28, 2022

RE: Request for Tax Suspensions via Right of Redemption

Per Code of Iowa 447.9(3) "the county has the right of redemption on tax sale certificates sold to private entities for owner-occupied parcels if the person is unable to contribute to the public revenue, files a petition stating that fact and giving a statement of parcels." "Taxes charged and paid by the tax-levying or tax certifying body in this manner shall be treated as suspended taxes..." A petition has been received under this code section for the board to consider by Albert Schoen as the titleholder of property located at 436 Blair Street, Sioux City, Iowa

The redemption would be handled in the following manner:

The county would issue a warrant for the total amount of taxes, interest and certificate redemption fee. The county treasurer will take this warrant, process the redemption and reimburse the private purchaser, will cancel the original receipts paid at the June tax sale, then a miscellaneous receipt will be issued to Woodbury County for the reimbursement of the taxes only to the General Basic fund. This receipt would debit the appropriate taxing bodies.

The actual cost to redeem this property will be \$3,196.00

If the board approves this redemption process, the board may want to consider the attached resolution stating that this redemption is for the purpose of a tax suspension.

Enclosure



HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: October 4, 2022

\* PERSONNEL ACTION CODE:

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Kyle, Michelle	Emergency Services	10-05-2022	Paramedic	\$25.00/Hour		A	Appointment
Jordan, Timothy	Juvenile Detention	10-09-2022	P/T Youth Worker			S	Resignation Date Changed

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

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

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

Date: 9/29/2022 Weekly Agenda Date: 10/04/2022

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

**WORDING FOR AGENDA ITEM:**

Consideration of permit to work in the county right of way for Rich DeRocher

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Rich DeRocher has requested a permit to work in the right of way to construct a paved driveway on Old Lakeport Road.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

No impact

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

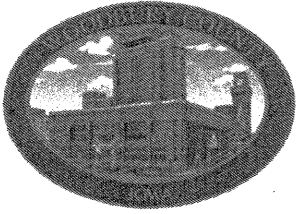
Yes  No

**RECOMMENDATION:**

Recommend approval of the permit for Rich DeRocher.

**ACTION REQUIRED / PROPOSED MOTION:**

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



# Woodbury County Secondary Roads Department

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

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

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

SECRETARY  
Tish Brice  
tbrice@woodburycountyiowa.gov

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

Name of Permittee: Rich DeRocher Phone No.: 712-203-2174

Mailing Address: 5200 Old Lakesport Road Sioux City, IA 51106

Township: Woodbury Section: 20

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

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

Construct 14' wide paved driveway to new garage. Follow 2% road crown to shoulder edge. 6" driveway approach section for full shoulder width. May davel into county pavement. Road work ahead sign required to south

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

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

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

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

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

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

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

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

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

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

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

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

None

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

None

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2022

Entered into this 26th day of September, 2022

[Signature]  
Signature of Property Owner or Authorized Representative

[Signature]  
Woodbury County Engineer

*Permission is granted to work beginning September 26th. MJA*

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

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

Date: 09/29/2022 Weekly Agenda Date: 10/04/2022

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

**WORDING FOR AGENDA ITEM:**

Consideration of a utility permit for installation of fiber optic cable for SDN Communications

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

SDN Communications has applied for a permit to allow access to the right of way necessary for installation of fiber optic cable in county right of way.

**BACKGROUND:**

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

**FINANCIAL IMPACT:**

No financial impact to the county.

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

Yes       No

**RECOMMENDATION:**

Recommend approval of the permit for SDN Communications.

**ACTION REQUIRED / PROPOSED MOTION:**

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



↑  
North

Woodbury County

Sloan

K35

K42

#1

#2

14

147







Sheet 3

bore 1.25" duct w/  
144 fiber inside.  
Minimum 96" depth

bore 1.25" duct w/  
144 fiber inside.  
Minimum 96" depth

direct bury 1.25"  
duct w/144 fiber  
inside. minimum  
48" depth

560'

730'

4

K42

K42

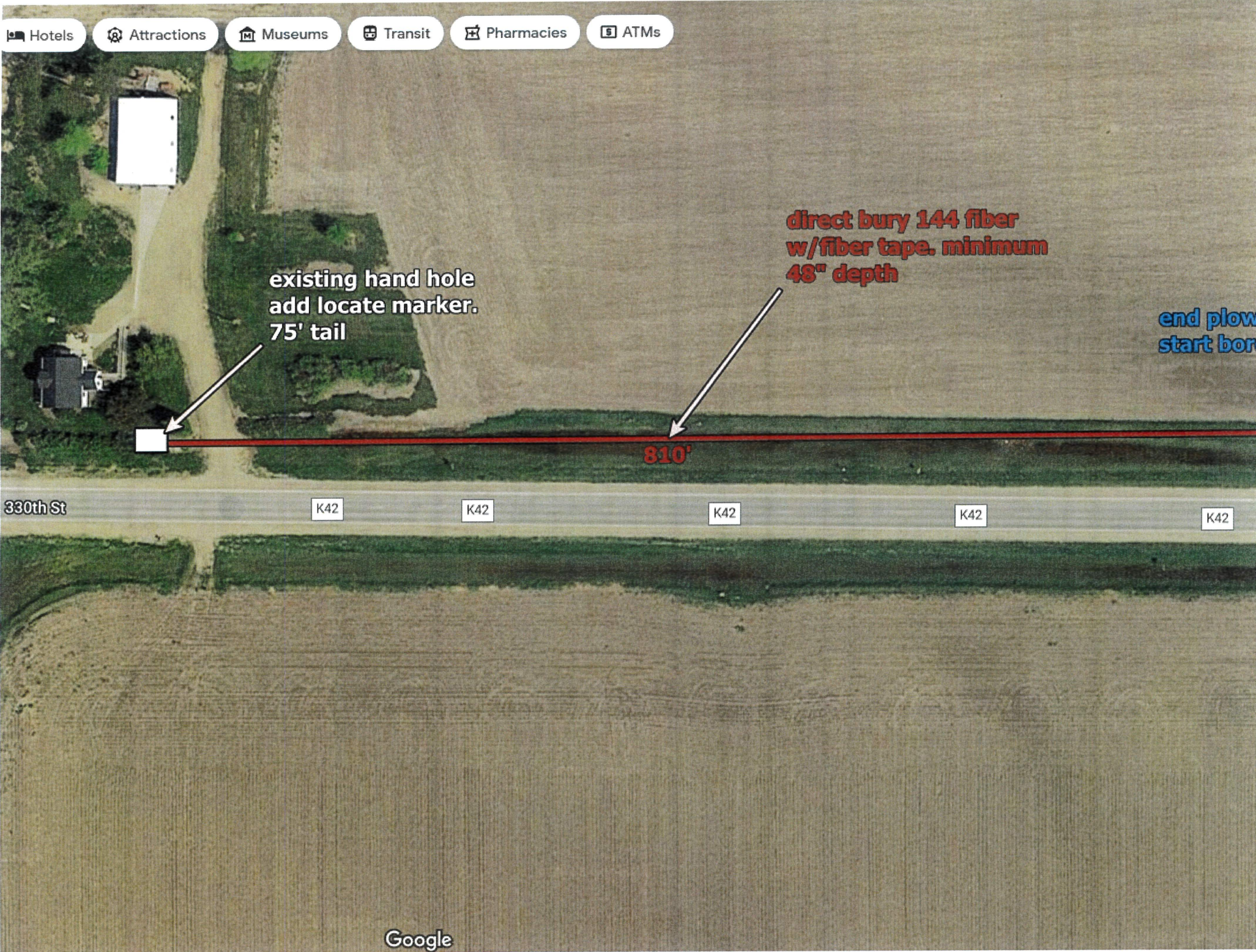
K42

K42

K42

K42





existing hand hole  
add locate marker.  
75' tail

direct bury 144 fiber  
w/fiber tape. minimum  
48" depth

end plow  
start bor

810'

330th St

K42

K42

K42

K42

K42



**WOODBURY COUNTY, IOWA**

**RESOLUTION NO. \_\_\_\_\_**  
- - -

***PROCLAMATION***

WHEREAS, domestic violence is a serious crime affecting individuals and families in all Siouxland communities; all races, ages, income levels, lifestyles and genders; and in fact, is probably affecting someone you know; and every 9 seconds someone experiences the crime of domestic violence; and

WHEREAS, one in three women and one in nine men will be a victim of violence in their lifetime; domestic violence violates an individual’s human rights by destroying dignity, security, and self-worth due to the systematic use of physical, emotional, sexual, psychological, and economic control or abuse; SafePlace works every day to help end these acts of violence and to help rebuild the lives of the survivors; and

WHEREAS, in Siouxland, SafePlace is available 24 hours a day every day of the year and last year responded to nearly 2000 victims fleeing domestic abuse and despite high census and a global pandemic, no one in an unsafe situation was turned away; and

WHEREAS, the impact of domestic violence affects all of the members of the community, and only a coordinated community response will put a stop to these atrocious crimes and assure funding is continuously available to provide these life-saving services; and

NOW, THEREFORE, Woodbury County Board of Supervisors, do hereby proclaim the month of October, 2022 as

***“DOMESTIC VIOLENCE AWARENESS MONTH”***

in Woodbury County, Iowa and urge all citizens to actively participate in the scheduled events and programs and to think about the fact that it is someone you know.

BE IT SO RESOLVED this 4<sup>th</sup> day of October, 2022.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Keith W. Radig, Chairman

\_\_\_\_\_  
Justin D. Wright, Member

\_\_\_\_\_  
Jeremy J. Taylor, Member

\_\_\_\_\_  
Matthew A. Ung, Member

\_\_\_\_\_  
Rocky L De Witt, Member

Attest:

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

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

Date: 9/21/22 Weekly Agenda Date: 10/4/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kaylee Langrell, Riley Gibson

**WORDING FOR AGENDA ITEM:**

Summit Carbon Solutions Project Update

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Representatives of Summit Carbon Solutions to present a project update (approximately 15 minutes)

**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:**

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

Date: 9/22/22 Weekly Agenda Date: 10/4/22

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Chief Judge Tott

**WORDING FOR AGENDA ITEM:**

Reserve the LEC conference room, for Juvenile Court during construction at Trospen Hoyt. Estimated time - November through December or the end of the project.

**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:**

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

Date: 9/29/22 Weekly Agenda Date: 10/4/22

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

**WORDING FOR AGENDA ITEM:**

Schedule Dates and Times for 3 Public Hearings for, a Proposed Zoning Ordinance Map Amendment (rezone) of 5-acres located on Government Lot 1, T88N R47W (Woodbury Township), Parcel #884701200009, from the Agricultural Preservation (AP) to the General Commercial (GC) Zoning District. Tuesday, 10/11/22, 4:45 PM; Tuesday, 10/18/22, 4:45 PM; Tuesday, 10/25/22, 4:45 PM

**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 5-acres located on Government Lot 1, T88N R47W (Woodbury Township), Parcel #884701200009, from the Agricultural Preservation (AP) to the General Commercial (GC) Zoning District.

**BACKGROUND:**

Curtis Epling of Midwest Auto Properties, LLC has filed an application for a zoning ordinance map amendment (rezone) on the property as referenced above from the Agricultural Preservation (AP) to the General Commercial (GC) Zoning District for the purpose of using the property for outdoor storage and eventually having a building for automotive repair.

**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 a proposed Zoning Ordinance Map Amendment of Parcel #884701200009 from the Agricultural Preservation (AP) Zoning District to the General Commercial (GC) Zoning District:

Tuesday, 10/11/22, 4:45 PM  
Tuesday, 10/18/22, 4:45 PM  
Tuesday, 10/25/22, 4:45 PM

**ACTION REQUIRED / PROPOSED MOTION:**

A) Motion to set the dates and times for 3 public hearings for a proposed Zoning Ordinance Map Amendment of Parcel #884701200009 from the Agricultural Preservation (AP) Zoning District to the General Commercial (GC) Zoning District:  
Tuesday, 10/11/22, 4:45 PM  
Tuesday, 10/18/22, 4:45 PM  
Tuesday, 10/25/22, 4:45 PM

Memorandum of Agreement and Setting Date for  
Hearing

Woodbury County, Iowa

October 4, 2022

The Board of Supervisors of Woodbury County, Iowa, met in regular session on the above date at 4:30 o'clock, p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa. The meeting was called to order and there were present the Chair of the Board of Supervisors and the following named Supervisors:

Present: \_\_\_\_\_

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

\*\*\*Other Business\*\*\*

Matters were discussed relative to a financing pursuant to Chapter 419 of the Iowa Code. Whereupon, Supervisor \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Supervisor \_\_\_\_\_; and after due consideration thereof by the Board, the Chair put the question upon the motion and the roll being called, the following named members of the Board voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chair declared the said motion duly carried and the resolution adopted as follows:

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

A Resolution authorizing the execution of a Memorandum of Agreement with Siouxland Mental Health Services, Inc. and fixing a date for a hearing on the proposed issuance of revenue bonds or notes pursuant to Chapter 419 of the Iowa Code.

WHEREAS, the County of Woodbury, State of Iowa (the "Issuer"), is a county and political subdivision of the State of Iowa authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the "Act"), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of the Code (a "Tax Exempt Organization") and to refund any bonds issued pursuant to the Act and any existing indebtedness relating to such facilities and paying costs of issuance associated therewith; and

WHEREAS, the Issuer has been requested by Siouxland Mental Health Services, Inc., d/b/a Siouxland Mental Health Center or an affiliate thereof (the "Borrower"), a Tax Exempt Organization, to issue its revenue bonds or notes in an aggregate principal amount not to exceed \$4,000,000 (the "Bonds") for the purpose of providing funds to the Borrower (a) to finance all or a portion of the costs of acquiring, constructing, improving, equipping and furnishing a mental health clinic facility (the "Project") to be located at 4265 Sergeant Road, Sioux City, Iowa 51106 and (b) to pay costs of issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower pursuant to a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to provide for a portion of the financing the Project and paying for costs of issuance; and

WHEREAS, the Bonds, if issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Loan Agreement; and

WHEREAS, a Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto, has been presented to the Issuer under the terms of which the Issuer agrees, subject to the provisions of such Agreement, to pursue proceedings necessary under the Act to issue the Bonds for such purpose and the Memorandum of Agreement does not legally commit the Issuer to issue the Bonds;

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of the Issuer, as follows:

Section 1. The Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto is hereby approved, and the Chair is hereby authorized to execute said Memorandum of Agreement and the County Auditor is hereby authorized to attest

the same and to affix the seal of the Issuer thereto; said Memorandum of Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 2. Officials of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of the Memorandum of Agreement. The final decision whether to issue the Bonds and the final amount of the Bonds shall be subject to further action by this Board of Supervisors.

Section 3. This Board shall meet on the 25th day of October, 2022, in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, at 4:40 o'clock p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal to issue the Bonds referred to in the preamble hereof.

Section 4. The County Auditor is hereby directed to give notice of intention to issue the Bonds, setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation within the Issuer. The notice shall be in substantially the following form:

## NOTICE OF INTENTION TO ISSUE REVENUE BONDS OR NOTES

The Board of Supervisors of Woodbury County, Iowa, (the “Issuer”) will meet on the 25th day of October, 2022, at 4:40 o’clock p.m., in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, 51101, for the purpose of conducting a public hearing on the proposal to issue revenue bonds or notes, of the Issuer in the aggregate principal amount not to exceed \$4,000,000 (the “Bonds”) and to loan said amount to Siouxland Mental Health Services, Inc., d/b/a Siouxland Mental Health Center or an affiliate thereof (the “Borrower”), for the purpose of providing funds to the Borrower (a) to finance all or a portion of the costs of acquiring, constructing, improving, equipping and furnishing a mental health clinic facility (the “Project”) to be located at 4265 Sergeant Road, Sioux City, Iowa 51106, and (b) to pay costs of issuance of the Bonds. The Project will be owned by the Borrower.

The Bonds, when issued, will be limited obligations and will not constitute general obligations of the Issuer nor will they be payable in any manner by taxation, but the Bonds will be payable solely and only from amounts received by the Issuer pursuant to a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due.

At the time and place, oral or written objections from any resident or property owner of the Issuer may be presented. At such meeting or any adjournment thereof, the Issuer shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds. Written comments may also be submitted to the Issuer at 620 Douglas Street, Sioux City, Iowa, 51101. Written comments must be received by the above hearing date.

By order of the Board of Supervisors of Woodbury County, Iowa.

County Auditor



Section 5. On the basis of representations of the Borrower, the Issuer declares (a) that the Borrower intends to undertake the Project; (b) that other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution (or other qualifying reimbursement resolution), or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the Borrower and no expenditures will be made by the Borrower until after the date of this Resolution (or other qualifying reimbursement resolution); and (c) that the Borrower reasonably expects to reimburse the expenditures made for costs of the Project out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 6. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 4, 2022.

---

Chair

Attest:

---

County Auditor

\*\*\*Other Business\*\*\*

On motion and vote, the meeting adjourned.

STATE OF IOWA  
COUNTY OF WOODBURY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting County Auditor of the aforementioned County and that as such I have in my possession or have access to the complete official records of said County and of its Board and officers; and that I have carefully compared the transcript hereto attached with the aforesaid official records and that said transcript hereto attached is a true, correct and complete copy of all of the official records showing the action taken by the Board of Supervisors of said County to authorize the execution of a Memorandum of Agreement by and between Siouxland Mental Health Services, Inc., d/b/a Siouxland Mental Health Center and said County and to set a public hearing date as set forth therein.

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

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

(Seal)

STATE OF IOWA  
COUNTY OF WOODBURY

SS:

I, the undersigned, County Auditor of the aforementioned County, do hereby certify that I caused a notice of which the printed slip annexed to the publisher's affidavit hereto attached, is a true and complete copy, to be published in the \_\_\_\_\_, a legal newspaper, printed wholly in the English language, published in said County and of general circulation in such County as evidenced by the said affidavit.

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

---

County Auditor

(Seal)

(PLEASE NOTE: This certificate must be dated as of or subsequent to the actual date of publication of the notice.)

EXHIBIT A  
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is between Woodbury County, Iowa (the “Issuer”) and Siouxland Mental Health Services, Inc., d/b/a Siouxland Mental Health Center (the “Borrower”).

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

(a) The Issuer is authorized by Chapter 419 of the Code of Iowa, as amended (the “Act”) to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”), refunding any bonds issued pursuant to the Act and any existing indebtedness relating to such facilities, and paying costs of issuance associated therewith.

(b) The Borrower, a Tax Exempt Organization, wishes to obtain satisfactory assurance from the Issuer that, subject to the public hearing required by the Act and Section 147(f) of the Code, and to due compliance with all requirements of law and the obtaining of all necessary consents and approvals and to the happening of all acts conditions and things required to exist, happen or be performed precedent to and in connection therewith in due time, form and manner as required by law, such bonds or notes will be issued by the Issuer in a principal amount not to exceed \$4,000,000 (the “Bonds”) for the purpose of providing funds to the Borrower to (a) finance all or a portion of the costs of acquiring, constructing, improving, equipping and furnishing a mental health clinic facility (the “Project”) and (b) pay costs of issuance of the Bonds.

2. Undertakings on the Part of the Issuer.

(a) The Issuer will begin the proceedings necessary to authorize the issuance of the Bonds in an aggregate principal amount not to exceed \$4,000,000.

(b) Subject to due compliance with all requirements of law, including the provisions of and the public hearing required by the Act, it will cooperate with the Borrower in the issuance and sale of such Bonds, and the proceeds from the issuance of such Bonds shall be loaned to the Borrower upon such terms sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds, as and when the same shall become due all as shall be authorized by law and mutually satisfactory to the Borrower and the Issuer.

(c) The Issuer shall determine when, in what amount, and if the Bonds may be issued without causing the Issuer to lose its qualification as a “qualified small issuer” within the meaning of Section 265(b)(3)(C) of the Code.

3. Undertakings on the Part of the Borrower.

(a) It will use all reasonable efforts to cooperate with the Issuer and comply with the Act and all other provisions of law relating to financing the Project and the issuance and sale of such Bonds.

(b) It will enter into a Loan Agreement with the Issuer under the terms of which it will obligate itself to pay to the Issuer sums sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds as and when the same shall become due and payable, such instrument to contain other provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Borrower.

(c) It will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertaking or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments on the part of the Issuer and the Borrower herein are subject to the condition that on or before one year from the date hereof (or such other date as shall be mutually agreed to) the Issuer and the Borrower shall have agreed to mutually acceptable terms relating to the issuance and sale of such Bonds, and mutually acceptable terms and conditions of the documents and proceedings referred to in paragraphs 2 and 3 hereof.

(b) The Borrower agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur at its request arising from the execution of this Agreement and the performance by the Issuer of its obligation hereunder, including, but not limited to, legal fees, printing and publication costs and filing fees arising from the execution of this Agreement and the performance, or preparation to perform by the Issuer of its obligations hereunder, done at the request of the Borrower, whether or not such Bonds are issued.

(c) All commitments of the Issuer hereunder are further subject to the conditions that the Issuer, and its elected and appointed officials, shall in no event incur any liability for any act or omission hereunder, and that such Bonds described herein shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

The execution of this Memorandum of Agreement by the Issuer is not intended to nor does it create a binding commitment on the part of the Issuer to proceed with the issuance of the Bonds. It is further understood that the issuance of the Bonds is subject to further review by the Board of Supervisors of the Issuer and compliance with all provisions of the Act, including the holding of a public hearing with respect thereto.

(d) Preparation of all resolutions, agreements, instruments, certificates, or other documents in final form for adoption and execution shall be the sole responsibility of Bond Counsel.

(e) In the event Sections 145 and 146 of the Code restrict the aggregate principal amount of Bonds for Tax-Exempt Organizations which the Issuer may issue in any calendar year, the Issuer may, in its discretion, rescind its commitments under Paragraph 2 hereof, without liability on the part of the Issuer.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

WOODBURY COUNTY, IOWA

By: \_\_\_\_\_  
Chair of the Board of Supervisors

Attest:

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

SIOUXLAND MENTAL HEALTH SERVICES,  
INC., D/B/A SIOUXLAND MENTAL HEALTH  
CENTER

By: \_\_\_\_\_  
Authorized Representative



# 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

KEITH W. RADIG  
SIOUX CITY

JEREMY J. TAYLOR  
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

October 4<sup>th</sup>, 2022

D.A. Davidson & Co.  
515 East Locust Street, Suite 200  
Des Moines, IA 50309

To Whom It May Concern:

The Woodbury County Board of Supervisors is providing termination notice to D.A. Davidson & Co. for its service as dissemination agent.

Thank you for your assistance to this point.

Sincerely,

Keith W. Radig  
Chairman  
Board of Supervisors



## DISSEMINATION AGENT AGREEMENT

This Dissemination Agent Agreement dated \_\_\_\_\_, 2022 (as amended from time to time, this “**Agreement**”) is entered into between UMB Bank, n.a.. (“**UMB**”) and Woodbury County, Iowa (the “**Obligated Party**”), whereby UMB agrees to serve as dissemination agent to the Obligated Party to assist the Obligated Party with compliance with its written undertakings to provide certain secondary market disclosure information to the Municipal Securities Rulemaking Board (“**MSRB**”) with respect to certain outstanding municipal securities identified in Exhibit A hereto in accordance with requirements of Rule 15c2-12 (the “**Rule**”) of the United States Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 as in effect on the date of each undertaking (the “**Act**”).

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

### 1. SERVICES TO BE PROVIDED

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

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

together with the Annual Report, the “Disclosure Information”) specified in the Undertakings.

## **2. RESPONSIBILITIES OF THE OBLIGATED PARTY**

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

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

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

## **3. ANNUAL FEES**

For its services hereunder, UMB shall be paid the Annual Fee. “*Annual Fee*” means, with respect to any calendar year or portion thereof, payable on or about the date of execution and delivery of this Agreement for the first such calendar year and thereafter on or prior to the anniversary date of this Agreement, the sum of (i) \$500 per year for each Annual Report filed. The Annual Fee with respect to any calendar year shall also include an amount equal to \$100 for each Event Notice filed during such calendar year, which fee shall be payable within ten days of receipt by the Obligated Party of an invoice relating thereto from UMB. In addition, the Obligated Party shall reimburse UMB for out of pocket expenses incurred in preparing the Disclosure Information.

## **4. MUNICIPAL ADVISOR DISCLAIMER**

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

## **5. LEGAL ADVICE DISCLAIMER**

The Obligated Party acknowledges and understands that other state and federal laws, rules and regulations, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Act, may apply to the Obligated Party, and that the failure of UMB to advise the Obligated Party of the Obligated Party’s responsibilities under such laws, rules and regulations shall not constitute a breach by UMB of any of its duties and responsibilities under this Agreement. The Obligated Party acknowledges and understands that (i) UMB is not acting in any legal, accounting or financial capacity with the Obligated

Party under this Agreement and is not providing legal, accounting or financial advice with respect to any federal or state laws rules, or regulations; and (ii) the duties of UMB under this Agreement relate exclusively to the performance of administrative tasks set forth in Section 2 hereof on behalf of the Obligated Party. The Obligated Party should consult with its own legal, accounting and financial professionals for advice with respect to compliance with other state and federal laws, rules and regulations applicable to the Obligated Party.

## **6. LIMITATION OF LIABILITY**

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

## **7. TERMINATION**

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

## **8. WAIVER OF JURY TRIAL**

EACH OF THE PARTIES HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. THE PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

## **9. GOVERNING LAW**

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

## **10. ADDRESSES FOR NOTICES**

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

If to Obligated Party:

620 Douglas Street  
Sioux City, IA 51101  
Attention: Dennis Butler, Finance/Budget Director  
Email: [dbutler@woodburycountyiowa.gov](mailto:dbutler@woodburycountyiowa.gov)

If to UMB:

UMB Bank, n.a.  
7155 Lake Drive  
West Des Moines, Iowa 50266  
Attention: Nathan Summers, Senior Vice President, Public Finance  
Email: [nathan.summers@umb.com](mailto:nathan.summers@umb.com)

11. **BENEFICIARIES**

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

12. **MISCELLANEOUS**

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

13. **COUNTERPARTS**

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

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


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

ATTEST:

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

[SEAL]

**UMB Bank, n.a.**, in its capacity as Dissemination Agent

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

**EXHIBIT A**

**SECURITIES ISSUES SUBJECT TO CONTINUING DISCLOSURE**

Woodbury County, Iowa

**Base CUSIP 979064**

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

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

[Date]

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

Re: Supplement to Dissemination Agent Agreement, dated \_\_\_\_\_ between UMB  
and \_\_\_\_\_, (the “Dissemination Agreement”)

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

Name of Municipal Securities

Name and Date of Undertaking

A copy of the Undertaking is attached hereto.

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

UMB

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

[Issuer]

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