



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 31) (WEEK 5 OF 2023)**

Live streaming at:

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

Agenda and Minutes available at:

www.woodburycountyiowa.gov

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

Mark Nelson
540-1259

Keith W. Radig
560-6542
kradig@woodburycountyiowa.gov

Jeremy Taylor
259-7910
jtaylor@woodburycountyiowa.gov

Matthew A. Ung
490-7852
matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 31, 2023 at **3:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. Members of the public wishing to speak on an item must follow the participation rules adopted by the Board of Supervisors.

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

AGENDA

3:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

1. Approval of the agenda Action

Consent Agenda

Items 2 through 11 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

2. Approval of the minutes of the January 24, 2023 meeting
3. Approval of claims
4. County Auditor – Patrick Gill
 - a. Receive the appointment of Robert Cople as Mayor of Sloan
 - b. Receive County Recorder’s Report of Fees Collected
 - c. Receive for signature the canvass of the Sandhill-Lakeport Drainage District Trustee Election
 - d. Receive for signature the canvass of the McCandless Intercounty Drainage Election District Trustee Election
 - e. Receive for signature the canvass of the Little Sioux Intercounty Drainage Election District Trustee Election

5. Approval of Resolution to withdraw from 28E Agreement with Western Iowa Workforce Region
6. Approval of resolution thanking and commending Mark Campbell for years of service with Woodbury County
7. Board Administration – Karen James
Approval of lifting tax suspension for M.R.
8. Board Administration – Heather VanSickle
 - a. Approval of Notice of Property Sale Resolution for Parcel #894725454004 (aka 5217 1st Street) for Tuesday, February 14th at 3:35 p.m.
 - b. Approval of Notice of Property Sale Resolution for Parcel #894723379019 (aka 3431 Athlone Ave.) for Tuesday, February 14th at 3:37 p.m.
 - c. Approval of Notice of Property Sale Resolution for Parcel #894729435011 (aka 200 W. 3rd Street) for Tuesday, February 14th at 3:39 p.m.
9. Board of Supervisors – Matthew Ung
Approval of Revised 2023 Committee Assignments
10. Human Resources – Melissa Thomas
 - a. Approval of Memorandum of Personnel Transactions
 - b. Authorization to Initiate Hiring Process
 - c. Approval of the Memorandum of Understanding addressing retention and recruitment in the County Attorney’s Office
11. Approval to cancel the February 21, 2023 meeting

End Consent Agenda

- | | |
|--|-------------|
| 12. Presentation of new county website by Neapolitan Labs | Information |
| 13. Summit Carbon Solutions – Riley Gibson
Summit Carbon Solutions Project update | Information |
| 14. Building Services – Kenny Schmitz
Approval of resolution declaring a state of emergency exists pertaining to structural exterior south-west wall of the Woodbury County Trosper-Hoyt Building | Action |
| 15. Secondary Roads – Mark Nahra
Approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2023 | Action |
| 16. Human Resources – Melissa Thomas
Approval for the Chairman to sign the authorization to bind coverage with ICAP as Woodbury County’s 2023 property insurance provider | Action |

- 17. Board Administration – Dennis Butler
 - a. Consider Conflict Waiver regarding Second Amendment to Lease Agreement with the Woodbury County Law Enforcement Center Authority Action
 - b. Approval of resolution fixing date for a public hearing on the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority Action

- 18. Reports on Committee Meetings Information

- 19. Citizen Concerns Information

- 20. Board Concerns Information

- 21. **Budget Review Discussion for FY 2024**
 - a. Board of Supervisors – Matthew Ung
Approve full allocation of \$368,665 from Local Option Sales Tax to the Nature Center department budget Action
 - b. County Sheriff – Chad Sheehan
Approve the request to add a full-time transport officer to Sheriff's Office Action
 - c. **Medical Examiner** – G.B. (Board of Supervisors -Page 10)
 - d. FY 24 overall budget review Action

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., FEB. 1** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., FEB. 2** **12:00 p.m.** SIMPCO Regional Policy & Legislative Affairs Committee Meeting - Hybrid
- WED., FEB. 7** **11:00 a.m.** Loess Hills Alliance Stewardship Committee Meeting - Pisgah, Iowa
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- WED., FEB. 8** **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., FEB. 9** **12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., FEB. 15** **10:00 a.m.** Western Iowa Tourism Region, TBA
- 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- 1:00 p.m.** Western Iowa Workforce Development Meeting, 2508 4th Street, Sioux City
- THU., FEB. 16** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., FEB. 17** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., FEB. 22** **2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., FEB. 23** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., FEB. 27** **6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- MON., MAR. 6** **6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., MAR. 7** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU. MAR. 8** **7:30 a.m.** SIMPCO Executive-Finance Committee, Hybrid
- FRI. MAR. 9** **12:00 p.m.** SIMPCO Board of Directors – Hybrid

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.

JANUARY 24, 2023, FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 24, 2023, at 3:15 p.m. Board members present were Bittinger, Nelson, Radig, Taylor and Ung. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, James Loomis, County Attorney, Melissa Thomas, Human Resources Director, Michelle Skaff, Deputy Auditor and Patrick Gill, Auditor/Clerk to the Board.

Mark Nelson took the oath of office to fill the vacant District 3 County Supervisor seat.

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

Motion by Ung second by Taylor to receive for signatures the Farmers Drainage District Trustee for Sub-District #3 and the Garretson Drainage District Trustee for Sub-District #3 election official canvass. Carried 5-0.

For the office of Farmers Drainage District Trustee for Sub-District #3 there were one thousand, four hundred and six (1,406) ballots cast as follows:

Randy Hunt	Received one thousand, four hundred and six (1,406) votes
Scattered write-ins	Received Zero (0) votes

We therefore declare Randy Hunt duly elected to the office of Farmers Drainage District Trustee for Sub-District #3 for a term of three years (2023, 2024, 2025).

For the office of Garretson Drainage District Trustee for Sub-District #3 there were two thousand, two hundred, ninety-three (2,293) ballots cast as follows:

Lee Haveman	Received Two thousand, two hundred, ninety-three (2,293) votes
Scattered write-ins	Received Zero (0) votes

We therefore declare Lee Haveman duly elected to the office of Garretson Drainage District Trustee for Sub-District #3 for a term of three years (2023, 2024, 2025).

Copy filed.

1. Motion by Ung second by Radig to approve the agenda for January 24, 2023. Carried 5-0. Copy filed.
Motion by Radig second by Taylor to approve the following items by consent:
2. To approve minutes of the January 17, 2023 meeting. Copy filed.
3. To approve the claims totaling \$608,072.44. Copy filed.
4. To approve Neapolitan Labs to participate electronically for the January 31, 2023 meeting.
- 5a. To approve the appointment of Brent Belding, Civilian Jailer, County Sheriff Dept., effective 01-30-23, \$23.33/hour. Job Vacancy Posted 12-21-22. Entry Level Salary: \$23.33/hour; the reclassification of Madison Nemitz, Youth Worker, Juvenile Detention Dept., effective 02-06-23, \$22.47/hour, 3.4%=\$.75/hr. Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 2 to Grade 1/Step 3.; the end of probation of Bradley Larson, Equipment Operator, Secondary Roads Dept., effective 02-06-23, \$26.92/hour, 3%=\$.81/hr. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.; the promotion of Drew Bockenstedt, 85% 2nd Deputy, County Attorney Dept., effective 01-23-23, \$127,897.29/year, \$4,736.94/bi-weekly, 13%=\$14,754.44/yr. Promotion from Assistant County Attorney to 85% 2nd Deputy.; and the separation of Mark Campbell, 85% 1st Deputy, County Attorney Dept., effective 02-10-23. Retirement. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for an Assistant County Attorney, County Attorney Dept. AFSCME: \$67,271.54-\$113,142.85/year.; Percentage 1st Deputy (85%), County Attorney Dept. \$127,897.29/year.; and Percentage 2nd Deputy (85%) \$127,897.29/year. Copy filed.

- 5c. To approve the deauthorization of Assistant County Attorney, County Attorney Dept. Copy filed.
- 5d. To approve the request of Mark Campbell to remain on the County's dental insurance plan. Copy filed.
- 6a. To receive the appointment of Amanda Bennett, 2064 180th St., Bronson, to the Floyd Township Clerk, previously held by Joyce Roeschke. Copy filed.
- 6b. To receive the appointment of David Dorale, Oto, to the Oto Township Clerk, previously held by Joseph O'Connell, until the next regular/general election. Copy filed.
- 6c. To receive the appointment of Mark Nelson to the vacant District 3 Woodbury County Supervisor seat. Copy filed.
Carried 5-0.
- 7. Matthew Ung, Board of Supervisors, gave an update on CF Industries abatement schedule and tax revenue. Copy filed.
- 8a. Motion by Taylor second by Ung to receive the WCICC Operation budget increased by \$66,108. Carried 5-0.
- 8b. Motion by Ung second by Taylor to receive the WCICC Improvement budget increased by \$66,500. Carried 5-0.
- 8c. Motion by Radig second by Ung to receive the WCICC CIP budget as submitted. Carried 5-0.
- 9. Motion by Radig second by Taylor to approve the final voucher for project #FM-CO97(136)—55-97 with Knife River LLC. Carried 5-0. Copy filed.
- 10. Motion by Radig second by Ung to direct the Human Resources Director to craft a memorandum of understanding as proposed per the county attorney's request. Carried 5-0. Copy filed.

Motion by Ung second by Taylor to obligate \$145,000 of ARPA (America Rescue Plan Act) funds for employee retention in the county attorney's office. Carried 5-0.
- 11. Reports on committee meetings were heard.
- 12. Jerald W. King, Sioux City presented the Board with unspecified concerns.
- 13. Board concerns were heard.
- 14a. Motion by Taylor second by Ung to reduce Cash Reserves by \$300,000 in the General Basic Fund. Carried 5-0.
- 14b. Motion by Ung second by Nelson to approve the use of LATCF (Local Assistance and Tribal Consistency Fund) funds to pay for various office equipment in the Auditor & Treasurer's offices, a new motor vehicle for Building Services and equipment at the new LEC. Carried 5-0.
- 14c. Motion by Taylor second by Nelson to authorize the Conservation Department staff restructure. Carried 5-0.
- 14d. Motion by Taylor second by Ung to approve Conservation Department request for an additional tech position to be funded from local option sales tax proceeds. Carried 4-1; Radig opposed.
- 14e. Motion by Taylor second by Ung to approve three new positions in Building Services to service the Law Enforcement Center. Carried 5-0.

Motion by Ung second by Taylor to receive the 2024 Capital Improvement requests. Carried 5-0.

Motion by Ung second by Taylor to reduce the Courthouse Electric Utility budgeted expenses by \$14,556. Carried 5-0.

Motion by Ung second by Radig to increase budgeted miscellaneous revenues by \$30,000. Carried 5-0.

The Board adjourned the regular meeting until January 31, 2023.

Meeting sign in sheet. Copy filed.

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: City of Sloan School/City/Township/
Dixie L Iverson, City Clerk Extension/Soil & Water
Jan 19, 2023 Secretary/Clerk
Date

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

For the office of Mayor
Name Robert Copple
Address 610 Evans St.
City/Zip Sloan IA 51055
Date of appointment Jan 19, 2023

PATRICK F. GILL
WOODBURY COUNTY
AUDITOR RECORDER
COMM OF ELECTIONS
2023 JAN 25 PM 1:41

This appointment is to fill the office previously held by:

Charles M Thorpe, Mayor
(Name of previous official)

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

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 10/01/2022 through 12/31/2022 and the same has been paid to the County Treasurer.

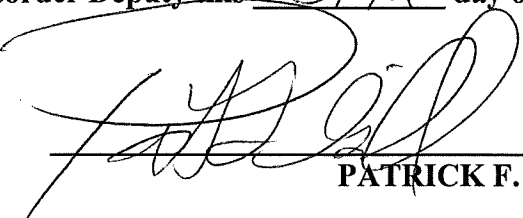
	Fees Collected
R.E. Transfer Tax State-Monthly	70,123.67
County Share R.E. Transfer Tax—Quarterly	37,331.07
Recording of Instruments—Quarterly	75,555.00
Auditor's Transfer Fee—Quarterly	5,155.00
Records Management Fees—Quarterly	3,237.00
Elec Tran Fee State Untransferred (Quarterly)	3,237.00
Copy Money-Quarterly	835.00
Vitals Stats State-Monthly	8,272.00
Vitals Stats County-Quarterly	8,296.00
Accts. Receivable Payment-Quarterly	3,250.00
Transfer to Checking Account	0
Previous Qtr. Acct. Receivable Balance	(3,908.00)
Bad Check Adjustment—Quarterly	0
Recorder Over/Short—Quarterly	28.00
Vitals Over/Short—Quarterly	0
Refunds--Quarterly	37.00
Adjustment—Quarterly	46.13
Total	211,494.87

All of which is respectfully submitted.



DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 27th day of January, 2023.



PATRICK F. GILL County Auditor

Diane Swoboda Peterson

From: Diane Swoboda Peterson
Sent: Wednesday, January 25, 2023 12:35 PM
To: Pat Gill
Cc: Diane Swoboda Peterson
Subject: FW: Canvas Of Election
Attachments: MX-3071_20230125_125659.pdf

I will print out and lay on your desk to obtain signatures. Thank you.

Diane Swoboda Peterson
Woodbury County Real Estate/Recorder Deputy
620 Douglas Street; Room 106
Sioux City, Iowa 51101
(712)279-6528

-----Original Message-----

From: Lisa Jones <mocodr1@mononacounty.org>
Sent: Wednesday, January 25, 2023 11:53 AM
To: Diane Swoboda Peterson <dspeterson@woodburycountyiowa.gov>
Subject: Canvas Of Election

CAUTION: This email originated from OUTSIDE of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.

Diane,

We had the canvas of election for the drainage districts on January 24th, 2023. Can you please have your Board of Supervisors sign these and you can just scan and email a copy back to me.

Thanks,

Lisa

**SANDHILL-LAKEPORT
DRAINAGE DISTRICT TRUSTEE ELECTION
JANUARY 21, 2023**

In testimony whereof, we have hereunto set our hands and caused this to be attested to and sealed by the County Auditor of Monona County this 24th day of January, 2023.

Board of Supervisors,
Woodbury County, Iowa and
Ex-Officio Board of County
Canvassers

Bo Fox

Tom Brouillette

Wit Piel

Board of Supervisors,
Monona County, Iowa and
Ex-Officio Board of County
Canvassers

ATTEST: *Peggy A. Ralph*

Clerk, Board of Supervisors

**OFFICIAL CANVASS OF VOTES CAST AT THE
SANDHILL - LAKEPORT DRAINAGE DISTRICT**

ELECTION DATE: JANUARY 21, 2023

NAMES OF CANDIDATES	7								
TERRY SMALL									
List Names of Voting precincts									
SLOAN CAFE									
CHALLENGED BALLOTS									
TOTAL VOTES CAST	7								

MCCANDLESS INTERCOUNTY
DRAINAGE DISTRICT TRUSTEE ELECTION
JANUARY 21, 2023

In testimony whereof, we have hereunto set our hands and caused this to be
attested to and sealed by the County Auditor of Monona County this 24th day of January,
2023.

Board of Supervisors,
Woodbury County, Iowa and
Ex-Officio Board of County
Canvassers

Bo Fry

Tom Brouillette

Wint Pilleri

Board of Supervisors,
Monona County, Iowa and
Ex-Officio Board of County
Canvassers

ATTEST: *Stephan A. Reyer*

Clerk, Board of Supervisors

**OFFICIAL CANVASS OF VOTES CAST AT THE
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT**

ELECTION DATE: JANUARY 21, 2023

NAMES OF CANDIDATES	LYLE ERNST								
List Names of Voting precincts									
SLOAN ST BANK WHITING BRANCH									
CHALLENGED BALLOTS									
TOTAL VOTES CAST	8								

LITTLE SIOUX INTERCOUNTY
DRAINAGE DISTRICT TRUSTEE ELECTION
JANUARY 21, 2023

In testimony whereof, we have hereunto set our hands and caused this to be
attested to and sealed by the County Auditor of Monona County this 24th day of January,
2023.

Board of Supervisors,
Woodbury County, Iowa and
Ex-Officio Board of County
Canvassers

Board of Supervisors,
Harrison County, Iowa and
Ex-Officio Board of County
Canvassers

Bo Jy

Tom Brouillette

Jim Pieri

Board of Supervisors,
Monona County, Iowa and
Ex-Officio Board of County
Canvassers

ATTEST: *George A. Ralph*

Clerk, Board of Supervisors

**OFFICIAL CANVASS OF VOTES CAST AT THE
LITTLE SIOUX INTERCOUNTY DRAINAGE DISTRICT**

ELECTION DATE: JANUARY 21, 2023

NAMES OF CANDIDATES	TIM HODGSON								
	2								
List Names of Voting precincts									
MONONA COUNTY COURTHOUSE									
CHALLENGED BALLOTS									
TOTAL VOTES CAST	2								

From: Rick Hunsaker <rhunsaker@region12cog.org>
Sent: Tuesday, January 24, 2023 10:51 AM
To: kradiq@woodburycounty.gov; Pat Gill <pgill@woodburycountyiowa.gov>
Cc: Jean Logan CAAS <jlogan@caasiouxland.org>
Subject: WIOA Resolution
Importance: High

CAUTION: This email originated from **OUTSIDE** of the organization. Please verify the sender and use caution if the message contains any attachments, links, or requests for information as this person may NOT be who they claim. **If you are asked for your username and password, please call WCICC and DO NOT ENTER any data.**

Keith & Pat

Attached is a resolution for the board to consider at an upcoming meeting. I am sending this resolution to all 18 counties in the Western Iowa Workforce Region at the request of Craig Anderson, Interim Chair for the Chief Elected Officials (CEO) Board. The CEO voted Friday to pursue disbanding the 28E formed for workforce services. Should the 28E be abandoned, the state would choose how WIOA services (federal funds) would be administered in the 18 counties beginning July 1, 2023. The counties would no longer share financial liability for these federal funds as is now the case.

The decision to leave the 28E is an individual county choice. The attached resolution, if passed, would withdraw your county from the 28E effective July 1, 2023. Should all counties withdraw, it would also terminate the 28E. If one or more counties choose to maintain the 28E, they will need to select one of the counties to serve as federal grant recipient. All counties who remain will accept all financial responsibility for the proper expenditure of federal funds. Funds would still need to be spent to deliver services in all 18 counties, not only in the counties who remain.

If you have questions about this resolution, WIOA services, what responsibilities may lie with counties who choose to remain in the 28E, or other issues related to the WIOA program or service provision, you may choose to contact one of these persons:

Craig Anderson, Plymouth County Supervisor & CEO Interim Chair,
canderson@co.plymouth.ia.us

Rick Hunsaker, Region XII COG Executive Director (fiscal agent),
rhunsaker@region12cog.org, (712) 830-3560

Jean Logan, Community Action Agency of Siouxland (board staff), jlogan@caasiouxland.org,
712-251- 1303

Please let me know if your county **does not** wish to exit the agreement. Otherwise, please email a copy of the executed resolution to me at rhunsaker@region12cog.org by **February 16th, 2023**. If you wish to have someone attend your meeting (in-person or virtually), either Jean or I should be able to do so. Once I receive executed resolutions back from all counties who wish to exit, I will forward these to the Secretary of State. Individual resolutions will also be attached to a letter to IWD Director Beth Townsend indicating the region's desire to disband.

The next CEO meeting is scheduled for February 8th at 9 AM via zoom. Look for a link in a future email from Jean Logan. Hopefully every supervisor on the CEO can attend.

Thank you!
Rick

Richard T. Hunsaker

Executive Director

Region XII COG, Inc./Region XII Development Corporation Inc./COG Housing, Inc.
1009 E Anthony St
PO Box 768
Carroll IA 51401

D 712.775.7800 **O** 712.792.9914 **F** 712.792.1751

E rhunsaker@region12cog.org **W** www.region12cog.org

A Western Iowa Advantage Partner www.westerniowaadvantage.com

**A RESOLUTION TO WITHDRAW FROM THE ARTICLES OF AGREEMENT WHICH FORMED THE
WORKFORCE DEVELOPMENT CHIEF ELECTED OFFICIAL CONSORTIUM FOR THE WORKFORCE
INNOVATION AND OPPORTUNITY ACT OF 2014**

WHEREAS, Woodbury County previously signed a resolution to approve the Articles of Agreement creating the Workforce Development Chief Elected Official Consortium (CEO) together with 17 other counties in western and southwestern Iowa, known as the “Western Iowa Workforce Development Area” or WILWDA; and,

WHEREAS, this 28E Agreement was filed with the Iowa Secretary of State on July 7, 2020 and assigned filing number M512796; and,

WHEREAS, Article 13 of the Agreement allows counties, at their sole option, to withdraw from the Agreement at least 90 days prior to the beginning of the fiscal year (April 1 of any year); and,

WHEREAS, at their meeting on January 20, 2023, the CEO Board discussed the 28E Agreement, weighing the roles and responsibilities of counties as a result of the Agreement and impacts to services offered to their citizens both under the agreement and in absence of the Agreement; and,

WHEREAS, the CEO Board voted 11-0 at this meeting, after this discussion, to dissolve the 28E Agreement.

NOW, THEREFORE BE IT RESOLVED by the Woodbury County Board of Supervisors that:

1. It does hereby invoke Article 13 of the Articles of Agreement which formed the Workforce Development Chief Elected Official Consortium for the Workforce Innovation and Opportunity Act of 2014 and withdraws from the Agreement at the end of the day June 30, 2023.
2. It understands and is its intention withdrawal of the Agreement by all 18 counties will terminate the Agreement.

Passed and approved this _____ day of _____, 2023.

Chair, Woodbury County Board of Supervisors

ATTEST:

Auditor

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

A RESOLUTION THANKING AND COMMENDING

Mark Campbell

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Mark Campbell has capably served Woodbury County as an employee of the County Attorney's Office for 39 years from March 27, 1984 to February 10, 2023

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

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

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

BE IT SO RESOLVED this 31st day of January 2023.

WOODBURY COUNTY BOARD OF SUPERVISORS

Matthew A. Ung, Chairman

Jeremy J. Taylor, Member

Daniel A. Bittinger, Member

Keith W. Radig, Member

Mark E. Nelson, Member

Attest:

Patrick F. Gill, Woodbury County Auditor

**WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION
MEMORANDUM**

TO: Board of Supervisors
FROM: Karen James, Administrative Assistant
DATE: January 26, 2023
RE: Lifting of Tax Suspensions

Please lift the tax suspension for M.R. as this person is deceased.

RESOLUTION #
NOTICE OF PROPERTY SALE

Parcel #894725454004

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

**Lot Thirty (30) in Block Two (2) of the Hamiltons Addition, City of Sioux City, Woodbury County, Iowa
(5217 1st Street)**

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of February, 2023 at 3:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of February, 2023**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$400.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 31st Day of January, 2023.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: William Brown

Date: 5-31-22

Address: 5300 Correctionville Road, S.C. 51106

Phone: 712-389-6414

Address or approximate address/location of property interested in:

5217 1st St.

GIS PIN # 894725454004

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

Legal Description:

Hamiltons Lot 30 Block 2

Tax Sale #/Date: 6-15-95 / #1091

Parcel # _____

Tax Deeded to Woodbury County on: 9-27-96

Current Assessed Value: Land \$400.00 Building 0 Total \$400.00

Approximate Delinquent Real Estate Taxes: _____

Approximate Delinquent Special Assessment Taxes: _____

*Cost of Services: N/A

Inspection to: Keith Radig

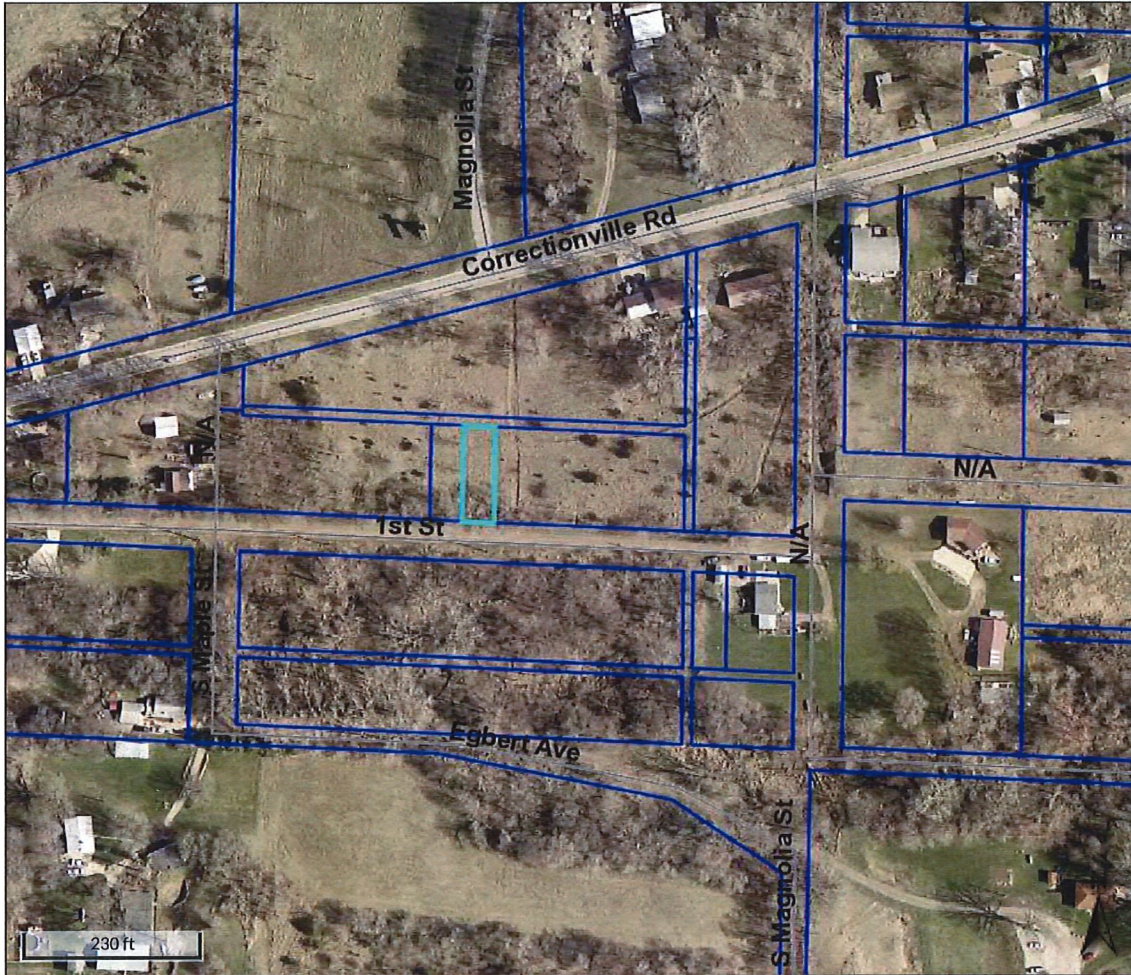
Date: 5-31-22

Minimum Bid Set by Supervisor: \$400.00

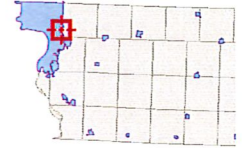
Date and Time Set for Auction: Tuesday, February 14th @ 4:35

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

Beacon™ Woodbury County, IA / Sioux City



Overview



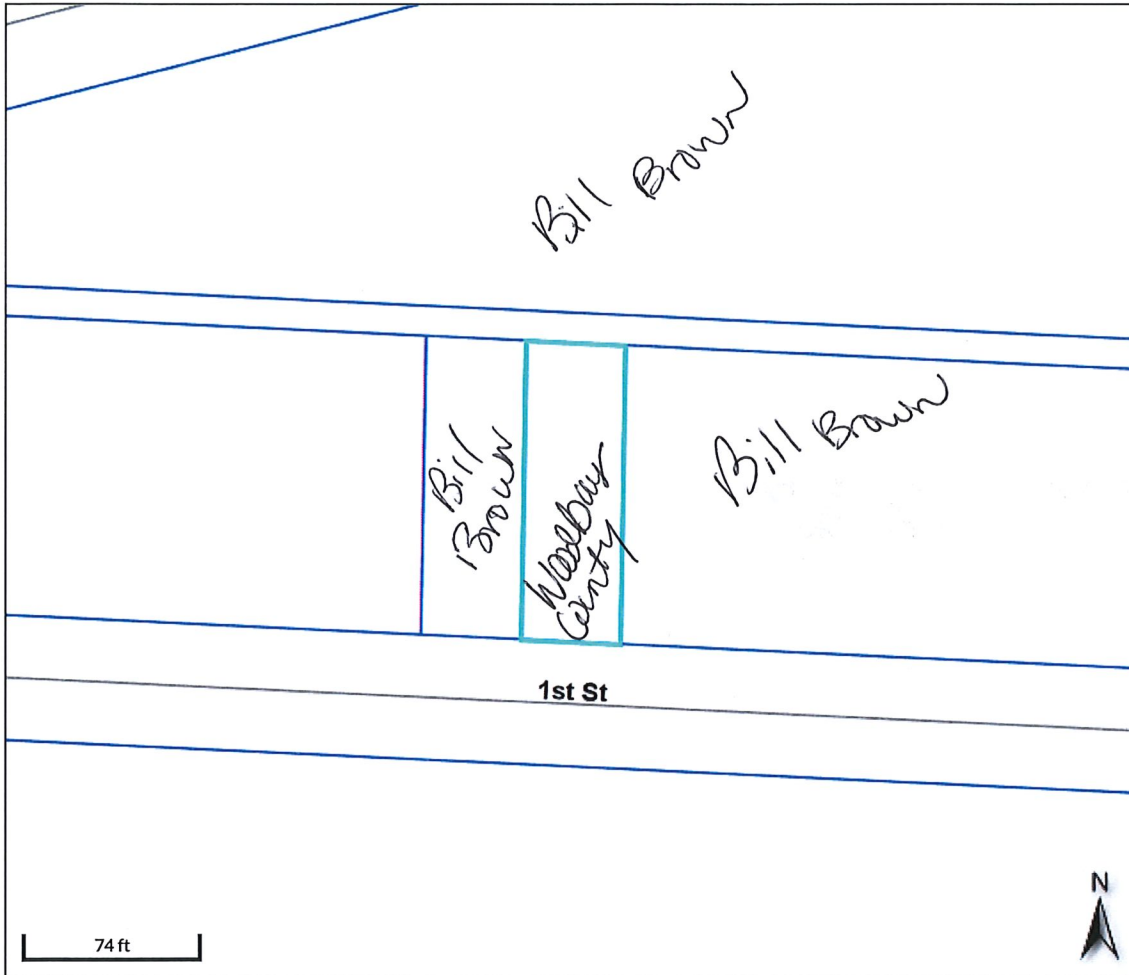
Legend

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

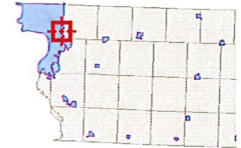
Parcel ID	894725454004	Alternate ID	192825	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	5217 1ST ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HAMILTONS LOT 30BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 5/31/2022
 Last Data Uploaded: 5/30/2022 7:13:58 PM

Developed by  Schneider
 GEOSPATIAL



Overview



Legend

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

Parcel ID	894725454004	Alternate ID	192825	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	5217 1ST ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HAMILTONS LOT 30 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 12/29/2022
 Last Data Uploaded: 12/28/2022 9:54:07 PM

RESOLUTION #
NOTICE OF PROPERTY SALE

Parcel #894723379019

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

Lot Nine (9) in Block Seventeen (17) of Kelly Park, an Addition to Sioux City in the County of Woodbury and State of Iowa (3431 Athlone Ave.)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of February, 2023 at 3:37 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of February, 2023**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$718.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 31st Day of January, 2023.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Carol Garnett Date: 6-27-22

Address: 3501 Athlone, S.C., IA 51105 Phone: 712-535-1546

Address or approximate address/location of property interested in:

3431 Athlone Ave

GIS PIN # 894723379019

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

Legal Description:

Kelly Park Lot 9 Block 17

Tax Sale #/Date: 821 / 6-20-16 Parcel # _____

Tax Deeded to Woodbury County on: — 12/1/22

Current Assessed Value: Land 11,400.00 Building — Total 11,400.00

Approximate Delinquent Real Estate Taxes: _____
Total \$74,129.60

Approximate Delinquent Special Assessment Taxes: _____

*Cost of Services: \$318

Inspection to: Keith Radig Date: 6-27-22

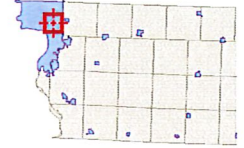
Minimum Bid Set by Supervisor: \$400.⁰⁰ plus \$318 for costs Total: \$718

Date and Time Set for Auction: Tuesday, February 14th @ 4:37

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



Overview



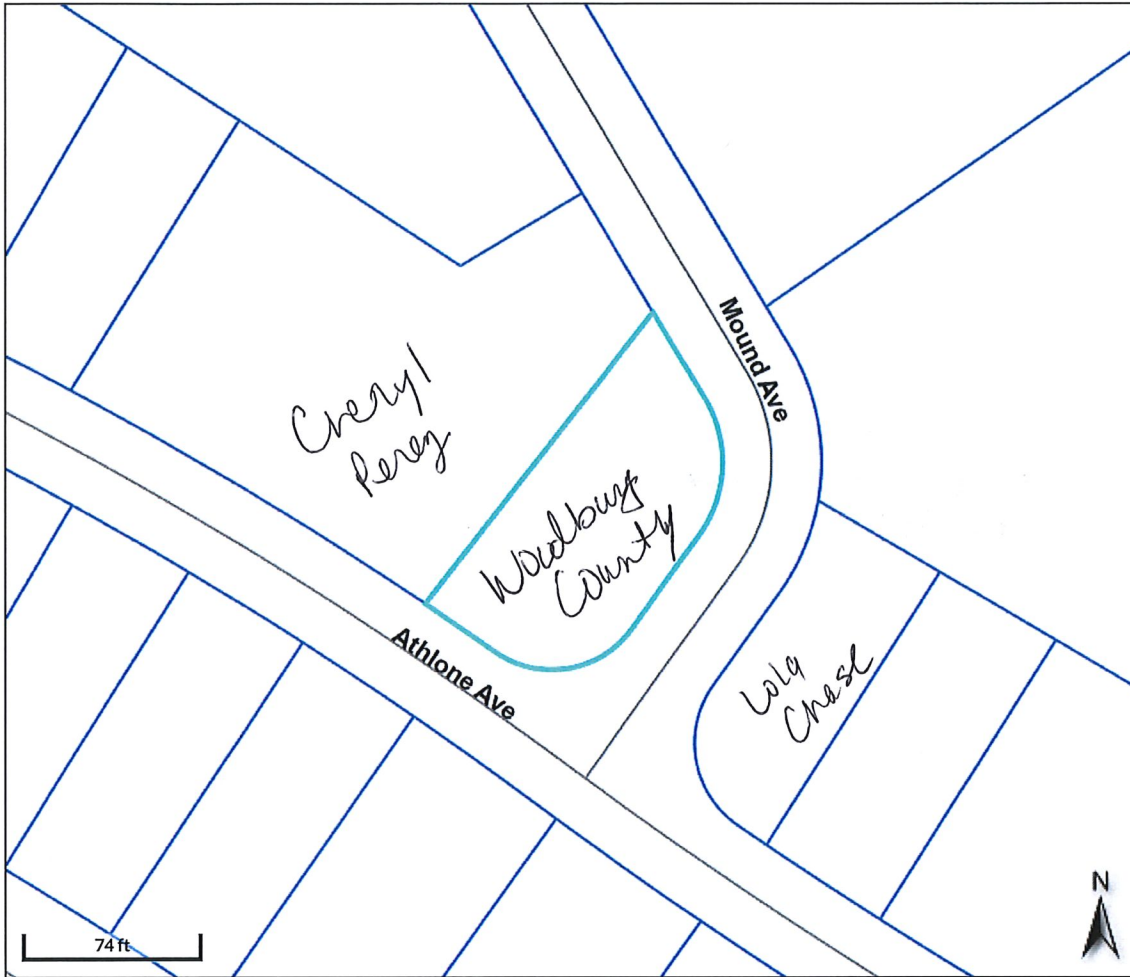
Legend

- Roads
-  Corp Boundaries
-  Townships
-  Parcels

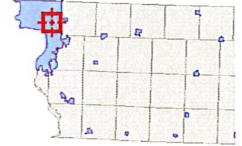
Parcel ID	894723379019	Alternate ID	280395	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	3431 ATHLONE AVE	Acreeage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	KELLY PARKLOT 9 BLK 17				
	(Note: Not to be used on legal documents)				

Date created: 12/29/2022
 Last Data Uploaded: 12/28/2022 9:54:07 PM

Developed by  **Schneider**
 GEOSPATIAL



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894723379019	Alternate ID	280395	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	3431 ATHLONE AVE	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	KELLY PARK LOT 9 BLK 17				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 12/29/2022
 Last Data Uploaded: 12/28/2022 9:54:07 PM

RESOLUTION #
NOTICE OF PROPERTY SALE

Parcel #894729435011

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

The Easterly Fifty-five feet (Ely 55 ft) of Lot Twelve (12) in Block Thirty-two (32) of Sioux City Addition to City of Sioux City, Woodbury County, Iowa (200 W. 3rd Street)

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on the **14th Day of February, 2023 at 3:39 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **14th Day of February, 2023**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$323.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 31st Day of January, 2023.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Brad Lepper Date: 7-18-22

Address: 880 Bruner Ave. S.C. IA 51109 Phone: 417-598-1335

Address or approximate address/location of property interested in:
200 W 3rd

GIS PIN # 894729435011

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

Legal Description:
Sioux City Addition Ely 55 ft. Lot 12 Block 32

Tax Sale #/Date: 1160/2006 Parcel # _____

Tax Deeded to Woodbury County on: _____

Current Assessed Value: Land 200.00 Building — Total 200.00

Approximate Delinquent Real Estate Taxes: _____
Total \$44,485.60

Approximate Delinquent Special Assessment Taxes: _____

*Cost of Services: \$123

Inspection to: Keith Radig Date: 7-18-22

Minimum Bid Set by Supervisor: \$200.00 plus \$123 (cos) Total: \$323

Date and Time Set for Auction: Tuesday, February 14th - 2:37

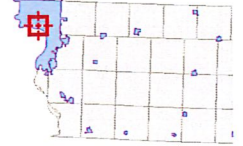
* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894729435011	Alternate ID	9150	Owner Address	GTL INVESTMENTS L P
Sec/Twp/Rng	n/a	Class	R		UNABLE TO LOCATE
Property Address	200 W 3RD ST	Acreage	n/a		
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN ELY 55 FT LOT 12 BLK 32				
	(Note: Not to be used on legal documents)				

Date created: 7/18/2022
 Last Data Uploaded: 7/15/2022 7:31:54 PM

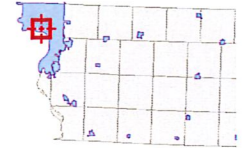
Developed by  **Schneider**
 GEOSPATIAL



Beacon™ Woodbury County, IA / Sioux City



Overview



Legend

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

Parcel ID	894729435011	Alternate ID	9150	Owner Address	GTL INVESTMENTS L P
Sec/Twp/Rng	n/a	Class	R		UNABLE TO LOCATE
Property Address	200 W 3RD ST SIOUX CITY	Acreage	n/a		
District	0087				
Brief Tax Description	SIOUX CITY ADDN ELY 55 FT LOT 12 BLK 32 <i>(Note: Not to be used on legal documents)</i>				

Date created: 7/18/2022
Last Data Uploaded: 7/15/2022 7:31:54 PM

Developed by Schneider
GEOSPATIAL

2023 LIAISON ASSIGNMENTS

(REVISED JANUARY 31)



Chairman Matthew Ung
Vice-Chairman Jeremy Taylor
Supervisor Keith Radig
Supervisor Dan Bittinger
Supervisor Mark Nelson

Liaisons act as a two-way conduit of information both to implement board policy and to keep the board informed concerning each department. While each supervisor is assumed to have an “open door policy,” the proper procedure for dealing with concerns is to channel them through the appropriate supervisor. In this way, supervisors can divide their time and focus most productively.

Departments

Building Services	Ung, Radig
Community & Economic Development	Ung, Radig
Conservation	Nelson
Court Administration	Ung
Department Head Meetings	Chair & Vice-Chair
Department of Human Services	Ung
Emergency Services	Taylor, Nelson
Human Resources	Ung
Juvenile Court Services	Taylor
Juvenile Detention	Taylor
Secondary Roads	Radig, Nelson
Union Relations	Ung
Veterans Affairs	Taylor, Bittinger

County Boards, Commissions, and Committees

BY IOWA CODE

Board of Adjustment	Bittinger
Conservation Board	Nelson
DECAT (Decategorization) Board	Bittinger
E911 Board	Taylor
Emergency Management Commission	Taylor (Alternate: Nelson)
Soil and Water Conservation District	Nelson
Third Judicial Department of Corrections	Bittinger
Zoning Commission	Radig, Bittinger

BY AGREEMENT

Community Action Agency of Siouxland Board of Directors	Radig
Siouxland Economic Development Corporation	Radig
Siouxland Tri-State Area Radio Communications (STARCOMM)	Nelson
Woodbury County Law Enforcement Center Authority	Rocky De Witt (county appointee) Nelson (county liaison)

CHAPTER 28E

Area Solid Waste Board (Landfill)	Taylor, Radig
Hazardous Materials Commission	Bittinger
Hungry Canyons Alliance	Nelson
Loess Hills Alliance	Bittinger (Alternate: Taylor)
Loess Hills Development and Conservation Authority	Bittinger
Loess Hills Scenic Byway	Bittinger
Rolling Hills Community Services Region	Ung
Security Institute Commission	Taylor, Radig
Siouxland Interstate Metropolitan Planning Council Board	Radig
<i>Comprehensive Economic Development Strategy</i>	"
<i>Housing Trust Fund</i>	"
<i>Metropolitan Planning Organization Policy Board</i>	"
<i>Rural Planning Association</i>	"
<i>Finance Committee</i>	"
<i>Legislative Committee</i>	"
<i>Siouxland Regional Transit System Board</i>	"
Siouxland District Board of Health	Ung
Siouxland Human Investment Partnership	Bittinger
Woodbury County Information & Communication Commission (WCICC)	Ung, Bittinger
Western Iowa Tourism	Nelson

SPECIAL PURPOSE

Courthouse Advisory Committee for Historical Preservation	Ung, Radig
Courthouse & Public Building Security Committee	Ung
Health & Wellness Committee	Ung
Policy Review Committee	Ung, Radig

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 31, 2023

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Banys, Dawn	County Treasurer	1-19-23	Clerk II			S	Resignation.
Nelson, Mark	Board of Supervisors	1-24-23	Board Member	\$37,040.71/year \$1,371.88/ bi-weekly		A	Appointment.
De Witt, Rocky	County Sheriff	1-31-23	P/T Courthouse Safety & Security Officer	\$23.37/hour	0%	T	Position Transfer from Part-time to On Call Status.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas, HR Director

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: January 31, 2023

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Treasurer	Clerk II	AFSCME Courthouse: \$18.22/hour		

Chairman, Board of Supervisors

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

Date: 01/25/2023 Weekly Agenda Date: 01/31/2023

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

WORDING FOR AGENDA ITEM:

Approval of the Memorandum of Understanding Addressing Retention and Recruitment in the County Attorney's Office

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors approved a motion to draft an MOU regarding the staffing issues in the County Attorney's Office.

BACKGROUND:

The County Attorney's Office is currently down 6 Assistant County Attorneys. The goal of this MOU is to attract and retain employees.

FINANCIAL IMPACT:

The increase and bonuses will be paid from FY 23 and 24 ARPA 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:

Approve the motion

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the AFSCME County Attorney MOU and authorize the Chairman to sign the document.

Memorandum of Understanding

This Memorandum of Understanding entered into by and between Woodbury County, Iowa (“Employer”) and the American Federation of State, County and Municipal Employees, Council 61 Local 3462, Woodbury County Assistant County Attorneys and Victim Witness Coordinator (“Union”), effective January 31, 2023, and continuing until such time as the parties shall agree otherwise:

1. The current Master Contract between Employer and Union is effective July 1, 2020 through June 30, 2024 (“Union Contract”).

2. Employer has performed a wage study of comparable positions to those positions covered under the Union Contract within like counties. To remain competitive with comparable job positions and to assist in recruitment, while at the same time respecting the property tax burden in Woodbury, County, Employer has determined to make a voluntary wage increase for positions covered by the Union Contract of 4.00%. Such additional cost for said increase is currently proposed to be paid using ARPA funds for FY 23 and FY 24. Union is in agreement with this voluntary wage increase.

3. Effective January 23, 2023, Employer intends to pay the salary schedule below to positions covered under the Union Contract:

Step 1	\$67,371
Step 2	\$70,771
Step 3	\$74,339
Step 4	\$77,913
Step 5	\$81,479
Step 6	\$85,052
Step 7	\$91,844
Step 8	\$95,415
Step 9	\$98,985
Step 10	\$102,559
Step 11	\$106,129
Step 12	\$113,311

Employer will apply the negotiated raise of 2.50% for FY 23/24 to this wage schedule for wages beginning with the first full pay period in July 2023.

4. Union recognizes that this wage increase is voluntary by Employer and not required by the Union Contract. Employer may determine at any time in its sole discretion, upon proper Human Resources and Board of Supervisor action, to adjust this voluntary higher wage schedule. Union agrees that any decision by Employer to reduce this voluntary higher schedule, so long as the rates remain at or higher than the applicable schedule set forth in the Union Contract, would not form the basis for a grievance or prohibited practice complaint.

5. Employer will pay a one-time bonus of \$1500 to current Assistant County Attorneys and to new hires at the end of one year of service. This will expire when the current contract expires on June 30, 2024. Such additional cost for said increase is currently proposed to be paid using ARPA funds for FY 23 and FY 24.

6. Effective January 23, 2023 and continuing until such time as the parties shall agree otherwise, Article VI (Wage and Fringe Benefits) Section 2 paragraph 4 shall be amended as follows:

Upon initial employment for an Assistant County Attorney position, credit may be given for previous experience in a prosecutor position up to step 8 whether within or outside of the County, at the discretion of the County Attorney.

7. Effective January 23, 2023 and continuing until such time as the parties shall agree otherwise, Article VI (Wage and Fringe Benefits) Section 6 shall be amended as follows:

Vacation leave is provided to employees for the purpose of rest and recreation from daily routine. **New employees shall be given 40 hours of vacation accrual upon hire and eligible to use accrued vacation immediately.** When an officially designated holiday occurs during an approved vacation leave, the holiday will be paid, and no vacation leave will be charged. This practice currently being used by employees to schedule vacation time off shall continue to be used within the County Attorney's Office. The County Attorney may require rescheduling of vacations if in his/ her judgment the scheduling of a vacation will adversely affect the efficiency operation for the County Attorney's Office.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly-authorized representatives on the date above.

WOODBURY COUNTY, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

By: _____

By: Julie Oake Abel
Union Representative

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

Date: 1/18/23 Weekly Agenda Date: 1/31/23

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Riley Gibson Representing Summit Carbon Solutions

WORDING FOR AGENDA ITEM:

Summit Carbon Solutions Project Update

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Request for placement on the agenda for Supervisors meeting on 1/31/23. Riley Gibson will provide a 15 minute project update.

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:



IOWA

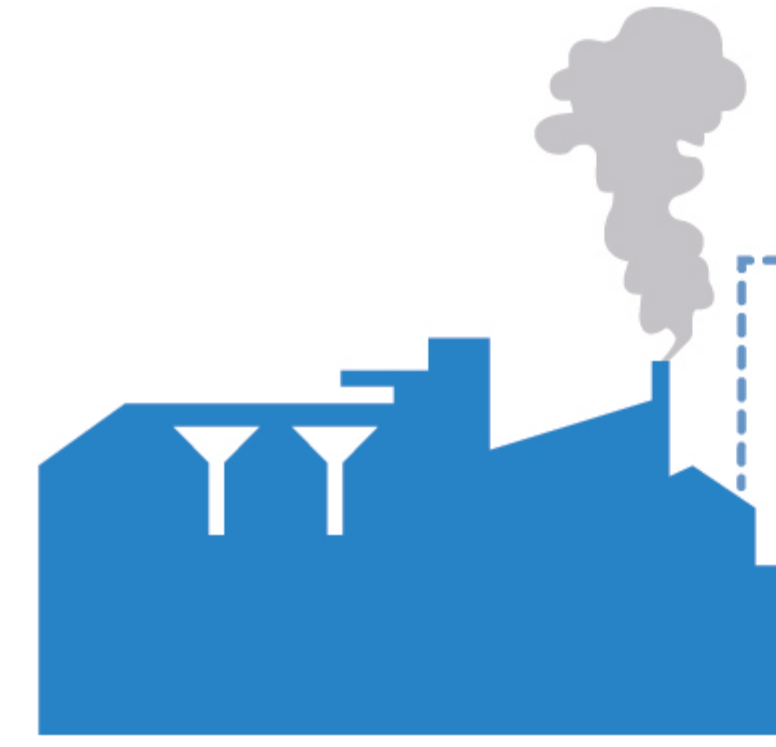
Voluntary Easement Miles Acquired

- Over 435 miles now signed
- Over 1,035 landowners have signed, equating more than 1,824 agreements executed

OVER 435 miles

Iowa Utilities Board

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

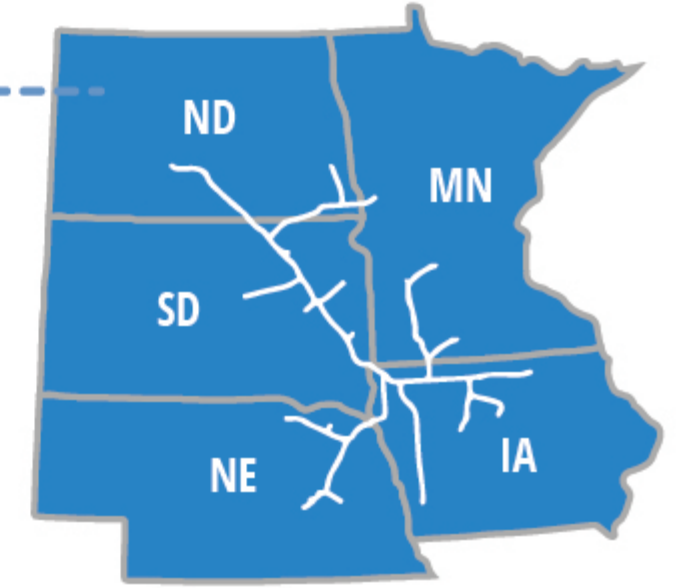


Investors

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

Partners

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



Construction Anticipated Start Date: **August 2023**



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

Pipeline Transport Is Critical to Carbon Capture & Storage

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

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

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

Pipelines Are Highly Regulated

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

- | | |
|--|--|
| State: | Federal: |
| <ul style="list-style-type: none"> • Iowa Utilities Board • Iowa Department of Natural Resources (DNR) | <ul style="list-style-type: none"> • United States Army Corps of Engineers • United States Fish and Wildlife |

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

Summit Carbon Solution's Pipeline is Overbuilt for Safety

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

- PHMSA - 195.248 Pipeline Location - requires 3ft depth below ground level. Summit Carbon Solutions will be at 4ft minimum depth.
- PHMSA - 195.210 Pipeline Location - requires 50ft setback from all dwellings. Summit Carbon Solutions is designing the pipeline that far exceeds the minimum setback.
- PHMSA - 195.250 Clearance Between Pipe and Underground Structures – Any new pipe must be at least 12" away from any other underground pipe or structure. Summit Carbon Solutions' best practice is 24".
- PHMSA 49 CFR Part 195 defines minimum requirements like the spacing between block valves, which is no more than 20 miles apart and in some cases less for Summit Carbon Solutions' pipeline.

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

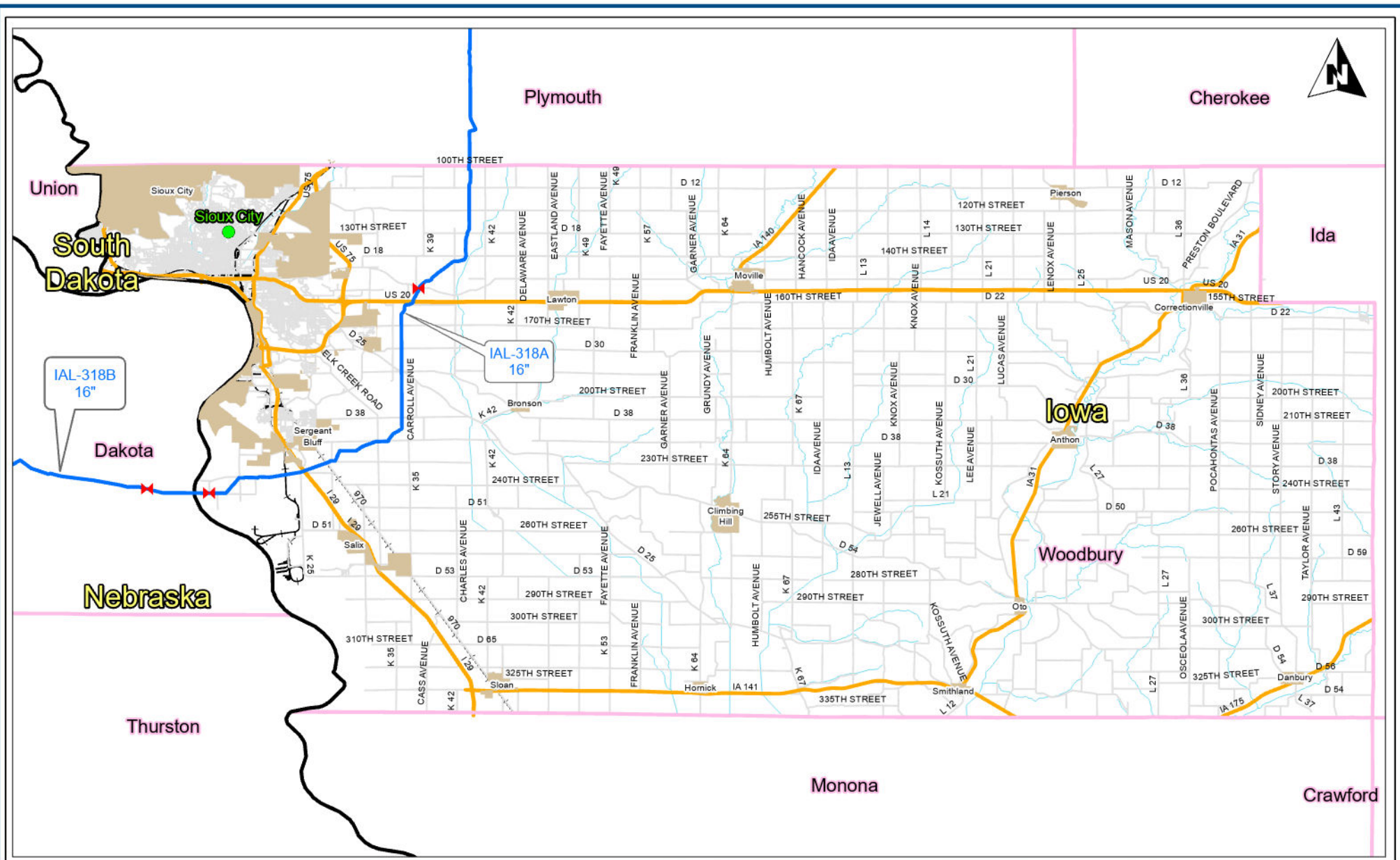
Community Investment

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

Contact Information

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

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



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

21.06 MILES OF ANTICIPATED PIPELINE WOODBURY COUNTY IOWA

Pipeline centerline is based on the 01/24/2023 route.

<i>Woodbury County Iowa Pipeline Mileage Overview</i>		
COUNTY: WOODBURY	DRAWN BY: CC	
STATE: IOWA	CHECKED BY:	
REV. NO.:	REVISION	DATE
0	ISSUED FOR REVIEW	2022-09-29
PRELIMINARY ROUTE SUBJECT TO CHANGE		
DATE: 1/25/2023	PROJECTION: NAD 83	

SUMMIT
CARBON
SOLUTIONS

DWG:
SHEET: 1

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

Date: 1/26/2023 Weekly Agenda Date: 1/31/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kenny Schmitz

WORDING FOR AGENDA ITEM:

Trosper-Hoyt Structural Emergency Repair

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

CMBA Architects have provided a letter to the Board of Supervisors indicating the importance of conducting the south-wall structural repair in the timeliest manner.

BACKGROUND:

In 2022 Building Services discovered that the Trosper-Hoyt exterior South-west wall had or was experiencing outward movement. Raker Rhodes Engineering was contacted to provide a professional opinion. CBMA Architects drafted plans & specifications to address the repair for the 2nd & 3rd floors. Building Services will self perform repairs on 3rd floor south wall. The 2nd floor will be contracted.

FINANCIAL IMPACT:

2023 CIP- TBD

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:

Motion to approve resolution

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve resolution



January 25, 2023

Mr. Matthew Ung, Chairperson
Woodbury County Board of Supervisors
620 Douglas St.
Sioux City, IA 51101

RE: Trospen Hoyt Emergency Action

Dear Mr. Ung:

As you are aware, the south masonry wall of the Trospen Hoyt Building has begun bowing outward. This condition has been reviewed and a structural engineer involved. A solution to stabilize the situation and keep the wall from bowing out more has been established and documents are almost complete describing the repair needed.

The purpose of this letter is to describe the seriousness of this condition and the need for emergency action. If this wall is not stabilized soon, the combination block and brick exterior wall could continue to bow outward and actually fail at any time. If these wall materials were to suddenly let go and fall to the ground, anyone in their path would be seriously injured or killed. Any property in their path would be severely damaged and the entire south wall of the four-story building would have to be rebuilt. In fact, Building Services has already ordered some steel components to begin some remediation on the third floor where the exterior wall is open and not obstructed.

I am recommending that emergency repairs begin immediately on the second floor to avoid injury to persons and property. In my opinion, the wall failure could occur at any time. To delay taking action by going through the usual design, construction documents and bidding process, poses an unacceptable risk to life and property. This recommendation applies to the south wall of the building only on the second and third floors. The other walls don't appear to have the same issue.

Please call me if you have any questions or concerns about the statements in this letter.

Respectfully,

A handwritten signature in blue ink that reads 'Terry Glade'.

Terry Glade, AIA, LEED AP

Cc: Kenny Schmitz – Director Building Services, Woodbury County
David Uhrich - CMBA

RESOLUTION NO. _____

**A RESOLUTION DECLARING A STATE OF EMERGENCY EXISTS PERTAINING TO
STRUCTURAL EXTERIOR SOUTH-WEST WALL OF THE WOODBURY COUNTY TROSPER-
HOYT BUILDING**

WHEREAS the Woodbury County Building Services was notified of movement relating to South-west exterior wall at the Trospers-Hoyt Building and

WHEREAS Woodbury County engaged Cannon Moss Brygger Architects and Raker Rhodes Engineering to inspect wall in question and

WHEREAS Cannon Moss Brygger Architects has completed a report and written a letter to the Chairperson of the Woodbury County Board of Supervisors notifying them that in their professional opinion that a state of emergency exists where action is needed immediately to protect from further property damage and prevent serious injury or possible death and

WHEREAS, the Woodbury County Board of Supervisors, are convinced the South-west exterior wall of the Trospers-Hoyt Building is in need of emergency repair,

BE IT THEREFORE RESOLVED BY THE Board of Supervisors, Woodbury County, Iowa hereby declares that a state of emergency exists in regards to the south-west exterior wall of the Woodbury County Trospers-Hoyt Building and that immediate action is needed to protect the County from further property damage and to prevent serious injury or possible death.

BE IT FURTHER RESOLVED that the Woodbury County Supervisors intend to take any reasonable action allowable under Iowa Law to protect the County from further property damage and prevent serious injury or possible death.

SO RESOLVED this 31st day of January 2023

Board Chair: _____

Attestation: _____

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

Date: 01/25/2023 Weekly Agenda Date: 01/31/2023

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

WORDING FOR AGENDA ITEM:

Consider approval of contract for bridge inspection contract for 2023

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

A contract with Calhoun Burns and Associates is being presented to the Board for inspection of 164 structures requiring inspection in calendar year 2023.

BACKGROUND:

Counties are required by state and federal law to conduct bridge inspections on all bridges over 20' in length in compliance with National Bridge Inspection Standards (NBIS). Woodbury County Secondary Road Department has utilized consulting staff to perform these inspections on county bridges. Calhoun Burns and Associates is recommended for continuation of required bridge inspections for 2023.

FINANCIAL IMPACT:

Bridge inspections are paid from the local secondary road fund out of our administration-engineering budget line items.

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:

I recommend that the Board approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2023.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the contract with Calhoun Burns and Associates for bridge inspection for calendar year 2023.



December 12, 2022

Mark J. Nahra, P.E.
Woodbury County Engineer
759 E. Frontage Road
Moyville, IA 51039-8199

RE: WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM – 2023

Dear Mr. Nahra:

This proposal for bridge inspection and rating services for your 2023 Program is submitted in accordance with your request for professional structural engineering services. You have asked us to reinspect and rate approximately 164 structures in 2023 from the attached list for the Standard Rating and HS-20 or HL-93 Design Trucks. We will complete Program Manager and Team Leader assignments, provide master lists, cost estimating and summary listing per the Iowa DOT and FHWA guidelines and requirements.

We propose to reinspect these 164 structures in 2023 for a fee of \$210.00 per bridge. We will perform any required load rating computations including any new rating trucks and update scour evaluations to justify deficiencies, changes, replacements, repairs, funding, etc., at the following estimated rates:

- Load Rating Computations: \$130.00 Each
- Updated Level A or B Scour Evaluations: \$110.00 Each

In addition to the above, we will provide assistance with the implementation of the SIIMS database, and any extra work requested at our hourly rates. Any special equipment costs will be charged to the County as a direct expense as we have done in the past.

Please review this proposal and, if it is acceptable, return one signed and dated copy to us. We will do another good job for you and Woodbury County.

Sincerely,

Jeff M. Fadden, P.E.
Vice President

ACCEPTED FOR WOODBURY COUNTY:

Board of Supervisors, Chair

RECOMMENDED FOR APPROVAL:

Mark J. Nahra, P.E.
Woodbury County Engineer

Date: _____



WOODBURY COUNTY BRIDGE INSPECTION AND RATING PROGRAM

The following bridges shall be inspected and completed reports submitted:

2023

<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>	<u>Bridge No.</u>
A-005	B-249	J-328	L-273	O-054	W-008
A-006	B-249-1	K-020	L-316	O-055	W-009
A-024	B-255	K-023	L-318	O-066	W-040
A-049	B-256	K-045-1	M-006	O-074	W-053
A-058	B-257	K-103	M-017	O-085	W-069
A-063	B-258	K-113	M-036	O-089	W-091
A-064	C-009	K-122	M-064	O-093	W-144
A-098	C-160	K-157	M-066	O-123	W-148
A-113	C-192	K-157-1	M-116	O-125	W-153
A-158	C-274	K-158	M-118	O-181	W-200
A-187	D-004	K-173	M-166	O-200	X-014
A-208	D-015	K-182	M-184	O-231	X-047
A-225	D-042	K-199-1	M-185	P-003	X-065
B-001	D-193	K-200	M-193	P-006	X-080
B-002	D-214	K-214	M-237	P-280	X-086
B-006	D-219	K-254	M-243	Q-018	X-116
B-064	D-254	L-003	M-299	Q-072	X-149
B-073	E-006	L-004	M-306	T-053	X-173
B-107	E-066	L-008	N-065	U-017-1	X-181
B-110	E-229-1	L-027	N-106	U-017-3	X-188
B-114	F-097	L-103	N-119	U-051	X-200-1
B-123	G-043	L-162-1	N-191	U-155	X-237
B-127	H-276	L-176	N-209	V-047	X-271
B-139	J-030	L-190	N-249	V-057	X-276
B-152	J-127	L-213	N-277	V-117	
B-180	J-144	L-238	N-284	V-123	
B-198	J-178	L-239	O-013	V-123-1	
B-213	J-306	L-256	O-038	W-004	

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

Date: 01/26/2023 Weekly Agenda Date: 01/31/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Melissa Thomas HR Director and Steve Schultz

WORDING FOR AGENDA ITEM:

Approval for the Chairman to sign the authorization to bind coverage with ICAP as Woodbury County's 2023 property insurance provider.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The paper work for Woodbury County's property insurance is being submitted. It lays out the limits and premiums for the 2023 calendar year.

BACKGROUND:

This will be the first year with ICAP as our property insurance provider.

FINANCIAL IMPACT:

Last year Travelers property premium was \$216,271.00. Due to the change in the insurance market place, our policy for hail and wind damage would have increased to 1% of the value of the property. This years premium with ICAP increases to \$273,283.00 with a deductible of \$50,000. Please see the attached schedule.

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:

Please accept the renewal paperwork and provide the necessary signatures.

ACTION REQUIRED / PROPOSED MOTION:

Accept and sign the appropriate paperwork for ICAP to become our property insurance provider.

Woodbury County

Coverage Highlights - ICAP

Package (Property and Auto Physical Damage)	Recommended Quote
Policy Term	01/01/2023 – 01/01/2024
Carrier Information	Iowa Communities Assurance Pool
A.M. Best Rating	Unknown
Admitted/Non-Admitted	Admitted
Payment Plan	Unknown
Payment Method	Unknown
Package – Property	
Premium & Exposures	
Estimated Cost	\$220,184.00
Total Limits	\$166,333,939
Auditable / Frequency	Yes, Annually
Valuation Types	Replacement cost (subject to limitations), Actual Cash Value
Coinsurance	Coinsurance does not apply
Coverages	
Blanket Buildings & Business Personal Property	\$147,365,730
Equipment Breakdown – Per Breakdown	\$100,000,000
Blanket Misc. Property – Scheduled Equipment	\$10,060,249 (equipment must be added to be covered)
Auto Physical Damage – Scheduled Vehicles	\$8,702, 286 (vehicles must be added to be covered)
Business Income – See Statement of Values	\$2,600,000 total limit
Exclusions including but not limited to:	
Earthquake Excluded	
Flood Excluded	
Deductibles	
Deductible – Buildings, Business Personal Property	\$50,000
Deductibles – Auto Physical Damage	\$5,000 / \$5,000
Business Income Coverage	72 hour
Misc. Property (Equipment, Towers, Voting Machines)	\$2,500
Premium Summary	
Terrorism – TRIA (Included)	\$0.00
Estimated Cost	\$270,039.00
Fees (CRMS, Agency Fee)	\$ 3,244.00
Total Cost	\$273,283.00

NEW ICAP FORM only covers **SCHEDULED VEHICLES** and **SCHEDULED EQUIPMENT**, if it is not listed, it is not covered.

- Accurate Drivers List: First Name, Last Name, DOB, License Number and State of License
- Accurate list of all Equipment: Year, Make, Model, Serial Number, Limit
- Accurate list of all Vehicles: Year, Make, Model, Full VIN, and Garaging Location



SUMMARY OF RISK SHARING BENEFITS

For

Woodbury County

PREPARED BY



NOTICE

This quote is merely descriptive and should be used for reference purposes only. The Risk-Sharing Certificates must be reviewed and specific questions on any terms and conditions thereof should be referred to the Iowa Communities Assurance Pool (ICAP).

The Iowa Communities Assurance Pool is not an insurance company; thus, it is not subject to any financial solvency state guarantee laws.

SPECIAL INSTRUCTIONS

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

CONDITIONS, IF ANY

COVERAGE WILL BE EFFECTIVE THE LATER OF THE INTENDED EFFECTIVE DATE OR THE DATE THE IRMA IS SIGNED.



Quote Summary

Woodbury County

Effective Date: 01/01/2023

Quote Number: Q1226PC2023-1

<u>Coverage</u>	<u>Contribution</u>	<u>Limit of Coverage</u>	<u>Retroactive Date</u>
Vehicles	\$49,355	\$8,702,286	
Property	\$220,184	\$157,631,653	
Equipment Breakdown	Included	Included	
Crime	\$500	\$100,000	

TOTAL CONTRIBUTION **\$270,039**

FINAL CONTRIBUTION **\$270,039**

Excess Liability Options	Contribution	Limit of Liability	Coverage Effective
---------------------------------	---------------------	---------------------------	---------------------------

DATE ISSUED 12/29/2022

Payment for this invoice can be submitted electronically via the ICAP website. Please visit www.icapiowa.com and click "Member Pay" at the top right of the page to pay via ACH transfer. There is no fee for utilizing this service. If you require assistance or prefer to pay via check, please contact the ICAP office via 1-(800) 383-0116.

Please allow this to serve as your ICAP invoice.



PROPERTY COVERAGE

FOR: Woodbury County

PROPOSED EFFECTIVE DATE: 01/01/2023

See Iowa Risk Management Agreement (IRMA), ICAP Governmental Property Agreement (GPA) and Schedule of Benefits.

Limit:

Miscellaneous Property	\$10,265,923
Other Building & Personal Property	\$0
Blanket Building & Personal Property	\$147,365,730
Automobile Physical Damage	\$8,702,286

Total Insured Values \$166,333,939

Deductible: See Statement of Values for deductible

EQUIPMENT BREAKDOWN COVERAGE

Limits:

Property Damage \$147,365,730

Deductible: \$50,000

DATE ISSUED 12/29/2022

This quotation expires forty-five (45) days from the date issued.



Iowa Communities Assurance Pool

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Iowa Communities Assurance Pool

Woodbury County

Effective Date: 01/01/2023

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION III – PROPERTY DAMAGE		
Buildings*	\$137,305,481	\$50,000
Personal Property*	\$10,060,249	\$50,000
Accounts Receivable	\$250,000	
Animals	\$25,000	
Appearance Allowance	\$25,000	
Arson or Theft Reward	\$10,000	
Athletic Surfaces	\$50,000	
Building or Addition Under Construction	\$1,000,000	\$50,000
Building or Addition Under Construction - Frame Construction Type	Excluded	
Debris Removal	\$250,000	
Decontamination Costs	\$25,000	
Electronic Vandalism	\$250,000	
Equipment Rental Reimbursement	\$250,000	
Errors or Omissions	\$500,000	
Expediting Expenses	\$250,000	
Fine Arts - Unscheduled	\$25,000	
Fire Department Service Charge	Actual Cost	
Fire Extinguishing Systems	Actual Cost	
Fire Hydrants (Unscheduled)	\$10,000	
Golf Course Sand Traps, Tee and Greens	10,000/250,000	
Green Coverage	\$100,000	
Guide Rails	\$10,000	
Land and Water Cleanup Expense	\$10,000	
Locks and Keys	\$25,000	
Money and Securities	\$25,000	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Iowa Communities Assurance Pool

Woodbury County

Effective Date: 01/01/2023

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
New Generation	\$10,000	
Newly Constructed or Acquired Property	\$2,000,000	\$50,000
Off-Premises Service Interruption Property Damage	\$25,000	
Off-Premises Storage - Property Under Construction	\$10,000	
Ordinance or Law	\$500,000	
Outdoor Signs	\$10,000	
Outdoor Trees and Shrubs	10,000/250,000	
Parking Meters and Charging Stations	\$5,000	
Personal Prop Not at a Covered Location	\$50,000	
Personal Property at Newly Acquired or Leased Locations	\$1,000,000	\$0
Personal Property of Others	\$250,000	\$50,000
Pollution Cleanup Expense	\$100,000	
Professional Fees	\$5,000	
Property Removed from a Covered Location	\$250,000	
Protection and Preservation of Property	\$250,000	
Terrorism	See GPA 0780	\$0
Transit Coverage	\$100,000	
Underground Fiber Optic Cable	\$10,000	
Unscheduled Misc Property	\$10,000	
Unscheduled Playground Equipment	\$25,000	
Unscheduled Property in the Open	\$100,000	\$50,000
Valuable Papers and Records	\$250,000	
Water and Sewer Backup	\$100,000	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Iowa Communities Assurance Pool

Woodbury County

Effective Date: 01/01/2023

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION IV - TIME ELEMENT		
Civil Authority	Maximum 30 days	
Civil Authority		\$25,000
Computer Systems and Non-physical Damage		\$10,000
Contingent Tax Revenue Interruption		\$25,000
Contingent Time Element		\$10,000
Earnings During Protection/Preservation		\$25,000
Expenses to Reduce Loss		\$25,000
Extended Earnings, Extra Expense and Cost		\$50,000
Extended Gross Earnings, Extra Expense and Cost	Maximum 180 days	
Extended Period of Coverage		\$25,000
Extra Expense and Cost		\$2,600,000
Gross Earnings		\$2,600,000
Leasehold Interest		\$10,000
Rental Coverage		\$10,000
Soft Costs		\$5,000
Storm Debris Removal		\$5,000

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Iowa Communities Assurance Pool

Woodbury County

Effective Date: 01/01/2023

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION V - EQUIPMENT BREAKDOWN		
Total Limit per one Breakdown*	\$100,000,000	See GPA 0644
Power Generating Equipment	Excluded	
Civil Authority	\$25,000	
Data or Media	\$250,000	
Defense	Unlimited	
Dependent Properties	\$25,000	
Earnings	\$100,000	
Electrical Surge and Electrical Disturbance	\$100,000	
Error in Description	\$500,000	
Expediting Expenses	\$250,000	
Extended Earnings and Extra Expense	\$100,000	
Extra Expense	\$100,000	
Green Alternatives	\$100,000	
Hazardous Substance	\$100,000	
New Generation	\$10,000	
Newly Acquired Locations	\$2,000,000	
Off Premises Equipment	\$50,000	
Ordinance or Law	\$500,000	
Refrigerant Contamination	\$100,000	
Service Interruption	\$100,000	
Spoilage	Included with Refrigerant Contamination	
Water Damage	\$100,000	
SECTION VI – CRIME		
Crime	\$100,000	\$50,000
Computer Fraud and Funds Transfer	\$10,000	
Employee Theft - Per Employee	\$100,000	
Employee Theft - Per Loss	\$100,000	
Forgery or Alteration	\$10,000	
Inside Premises - Robbery or Safe Burglary	\$10,000	
Money Orders and Counterfeit Money	\$10,000	
Outside Premises	\$10,000	
Theft, Disappearance, Destruction of Money	\$10,000	

GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

Iowa Communities Assurance Pool

Woodbury County

Effective Date: 01/01/2023

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION VII - AUTOMOBILE PHYSICAL DAMAGE		
Airbags	\$5,000	
Commandeered Property	\$250,000	
Emergency Response Automobile	\$25,000	
Freezing of Equipment Coverage	\$25,000	
Hired Automobile Physical Damage	\$50,000	
Lease Gap	\$25,000	
Not At Fault Collision Deductible Waiver	\$2,500	
Personal Automobile (Deductible)	Actual Cost	
Property in an Unattended Auto	\$1,000	
Recertification	Actual Cost	
Rental Automobile Agreement	\$10,000	
Rental Reimbursement Aggregate	\$100,000	
Rental Reimbursement Per Day	\$1,000	
Roadside Assistance	\$5,000	
Temporary Substitute Automobile	\$2,500	
Terrorism	See GPA 0780	

Woodbury County

Premium Summary

Line of Coverage		EXPIRING	OPTION #1 - \$25k AOP; 1% minimum \$100k w/h	OPTION #2 - \$50k AOP; \$50k w/h deductible
		Travelers Property Casualty Company Of America	Travelers Property Casualty Company Of America	Iowa Communities Assurance Pool
Package (Property and Inland Marine)	Property	\$167,031.00	\$138,485.00	\$220,184.00
	Inland Marine	\$14,492.00	\$16,366.00	
	Estimated Cost*	\$181,523.00	\$154,851.00	
	TRIA	Included	Included	
		Travelers Property Casualty Company Of America	Travelers Property Casualty Company Of America	Iowa Communities Assurance Pool
Auto Physical Damage	Premium	\$34,748.00	\$37,384.00	\$49,355.00
	Estimated Cost*	\$34,748.00	\$37,384.00	
	TRIA	Included	Included	
		Travelers Indemnity and Surety	Travelers Indemnity and Surety	Iowa Communities Assurance Pool
Crime	Premium	\$3,020.00	\$3,145.00	\$500.00
	Estimated Cost*	\$3,020.00	\$3,145.00	
		Travelers	Travelers	ICAP
Fees	CRMS	N/A	N/A	\$744.00
	Fees			\$2,500.00
Total Cost		\$219,291.00	\$195,380.00	\$273,283.00

The estimated program cost for the options are outlined in the following table:

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

- Package (Property, Inland Marine)
- Crime
- Automobile Physical Damage
- Package (Property, Auto Physical Damage, and Crime)

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.



Woodbury County

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Package (Property and Inland Marine)	Travelers Property Casualty Company Of America (A++ XV)	Recommended Quote	Admitted
Crime	Travelers Casualty and Surety Company of America (A++ XV)	Recommended Quote	Admitted
Automobile Physical Damage	The Travelers Indemnity Company (A++ XV)	Recommended Quote	Admitted
Package (Property, Auto Physical Damage, and Crime)	Iowa Communities Assurance Pool (Financial Strength Rating: AAA by Demotech)	Recommended Quote	Admitted
Package (Property, Auto Physical Damage, and Crime)	Cincinnati Insurance Company	Declined - No Response	Admitted
Package (Property, Auto Physical Damage, and Crime)	Federal Insurance Company (Chubb)	Declined – W/H too low; competitively priced with incumbent	Admitted
Package (Property, Auto Physical Damage, and Crime)	Liberty Mutual Insurance Company	Declined – Not Interested in writing Property in IA	Admitted
Package (Property, Auto Physical Damage, and Crime)	CNA Insurance Company	Declined – W/H Deductible too low, valuation concerns, historical building concerns.	Admitted
Package (Property, Auto Physical Damage, and Crime)	Zurich Insurance Company	Declined – W/H Deductible too low, valuation concerns, historical building concerns.	Admitted
Package (Property, Auto Physical Damage, and Crime)	The Hartford Insurance Company	Declined – does not write Municipalities	Admitted
Package (Property, Auto Physical Damage, and Crime)	AFM	Declined – lack of sprinklered buildings and W/H deduct too low	Admitted
Package (Property, Auto Physical Damage, and Crime)	QBE Insurance Company	Declined – W/H Deductible too low, valuation concerns, historical building concerns.	Admitted



Woodbury County

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
Package (Property, Auto Physical Damage, and Crime)	EMC Insurance Company	Declined – Outside their Appetite	Admitted
Package (Property, Auto Physical Damage, and Crime)	Allianz Insurance Company	Declined – 1% to 2% W/H Deductible Available	Admitted
Package (Property, Auto Physical Damage, and Crime)	Sompo International	Declined – No Response	Admitted
Package (Property, Auto Physical Damage, and Crime)	Everest Insurance Company	Declined – No Response	Admitted
Package (Property, Auto Physical Damage, and Crime)	AIG	Declined – No Response	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



**SCOPE OF COVERAGE
APPENDIX**

The Iowa Communities Assurance Pool may provide the following:

1. Coverage Documents

a. Coverages offered by the Pool may include:

General Liability
Automobile Liability
Automobile Physical Damage
Public Officials Liability
Property and Inland Marine
Law Enforcement Liability
Employment Practices Liability
Workers' Compensation
Public Officials Bonds

b. **THE COVERAGES LISTED ABOVE ARE INTENDED TO BROADLY OUTLINE THE PROGRAM THAT MAY BE PROVIDED BY THE POOL. SEPARATE RISK SHARING CERTIFICATES ITEMIZING ALL COVERAGE INCLUSIONS, EXCLUSIONS AND CONDITIONS WILL BE ISSUED TO EACH POOL MEMBER. THE RISK SHARING CERTIFICATES AND THE IOWA RISK MANAGEMENT AGREEMENT FOR THE IOWA COMMUNITIES ASSURANCE POOL, AS AMENDED FROM TIME TO TIME, CONTROL THE POOL MEMBER'S SCOPE AND TERMS OF COVERAGE.**

2. Pool Retention

Casualty: The Pool may retain up to \$500,000 of any one claim or loss.

Property: The Pool may retain up to \$250,000 of any one claim or loss.

3. Limits of Coverage

The Pool offers limits of coverage above the Pool Retentions through various risk-sharing, reinsurance and excess arrangements. Such additional limits are offered subject to availability of reinsurance.

4. Deductibles

Deductibles may be applied as appropriate to the individual risk, subject to the approval of the Administrator.

NOTICE: CONFIRMATION OF THE SCOPE, TERMS AND CONDITIONS OF THE COVERAGE OF ANY MEMBER OF THE POOL CAN ONLY BE MADE BY A CAREFUL EXAMINATION OF THAT MEMBER'S RISK SHARING CERTIFICATES.

**IOWA RISK MANAGEMENT AGREEMENT FOR THE
IOWA COMMUNITIES ASSURANCE POOL**

Whereas, Section 670.7 of the Code of Iowa, as the same may be amended from time to time, authorizes and permits Governmental Authorities to form, join, and pay funds into a local government risk pool to protect against any or all liability.

Whereas, in 1986, certain Governmental Authorities formed a local government risk pool by entering into an agreement bearing the title *Intergovernmental Contract for the Iowa Communities Assurance Pool*, which agreement has been amended from time to time and is now referred to as the Iowa Risk Management Agreement for the Iowa Communities Assurance Pool (Agreement);

Whereas, since 1986, additional Governmental Authorities have joined the Pool by executing the Agreement;

Whereas, the Board desires to update the Agreement and hereby amends and restates the Agreement in its entirety as set forth herein; and

Now, therefore, all new and existing Members agree to abide by the terms and conditions of this Agreement and all actions taken pursuant to this Agreement. In consideration of the mutual covenants of all signatories hereto, it is agreed as follows:

ARTICLE I - NAME AND DURATION

The signatories hereto, together with future signatories, establish a local government risk pool as a separate legal and administrative entity for the purpose of effectuating this Agreement. The local government risk pool created by this Agreement shall be known as the Iowa Communities Assurance Pool and shall have a perpetual duration and shall continue until terminated pursuant to this Agreement.

ARTICLE II - PURPOSE

The purposes of this Agreement are to form a local government risk pool pursuant to Section 670.7 of the Code of Iowa, as amended, protect against any or all liability, provide for joint or cooperative action by Members relative to their financial and administrative resources, provide risk management services, resources, programs, grants and education and risk sharing facilities to the Members and to the Members' employees, and defend and protect any Member against liability in accordance with this Agreement and the risk sharing certificates.

The Pool is not insurance and the Pool's activities and operations pursuant to this Agreement shall not constitute conducting an insurance business.

This Agreement shall constitute a contract among those Governmental Authorities that are currently Members or that at any time enter into this Agreement and become Members of the Pool.

The liability of each Member is limited to the amount of financial contributions required to be made to the Pool pursuant to this Agreement.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive, by becoming a Member of the Pool, such sovereign or governmental immunity as may be available to it individually. Except as provided for herein, no Member shall be responsible, jointly or severally, for the liabilities of any other Member.

ARTICLE III - DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. "Administrator" shall mean Sedgwick, and its successors and assigns, the entity designated to supervise the administration of the Pool and to perform those duties delegated to it by the Board and those duties set forth in the Administration Agreement.

2. "Agreement" shall mean this Iowa Risk Management Agreement for Iowa Communities Assurance Pool, including all attachments, appendices and amendments hereto and all of its counterparts.

3. "Annual Casualty Budgetary Contribution" shall mean those contributions made by Members pursuant to Article IX.

4. "Annual Property Budgetary Contribution" shall mean those contributions applicable to coverage for Property Risks made by Members pursuant to Article X.

5. "Basis Rate" shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year.

6. "Board" shall mean the Board of Directors of the Iowa Communities Assurance Pool.

7. "Casualty Budgetary Fund" shall mean that fund established and maintained pursuant to Article IX, which may be supplemented by investment income.

8. "Cumulative Reserve Fund" also referred to herein as the "CRF" shall mean that fund established and maintained pursuant to Article XI, which may be supplemented by investment income.

9. "Deficiency" shall mean the amount withdrawn from surplus, including without limitation the CRF, to fulfill the purposes of either budgetary fund should either budgetary fund become exhausted during any Pool fiscal year.

10. "Director" shall mean a member of the Board of Directors of the Iowa Communities Assurance Pool.

11. "Governmental Authorities" shall include those entities deemed a municipality as defined in Section 670.1 of the Code of Iowa, as the same may be amended from time to time, including without limitation, cities, counties, townships, school districts, chapter 28E entities, fairs, library districts and any other unit of local government except soil and water conservation districts.

12. "Member" shall mean a Governmental Authority participating in the Iowa Communities Assurance Pool by approving and executing this Agreement.

13. "Pool" shall mean the Iowa Communities Assurance Pool, an unincorporated association of all of its Members.

14. "Property Budgetary Fund" shall mean that fund established and maintained pursuant to Article X, which may be supplemented by investment income.

15. "Property Coverage" shall mean the coverage afforded a Member for Property Risk as outlined in the Scope of Coverage and the Member's Property Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.

16. "Property Risk" shall mean Property, Automobile Physical Damage, Inland Marine, Crime and other similar coverages commonly provided to a Governmental Authority.

17. "Property Risk Sharing Certificate" shall mean those documents provided to a Member evidencing its scope, nature and limits of Property Coverage participation in the Pool.

18. "Casualty Risk Sharing Certificate" shall mean those documents provided to a Member evidencing its scope, nature, and limits of participation in the Pool.

19. "Scope of Coverage" shall mean the coverage, limits, and deductibles as outlined in the Appendix and subsequent amendments and/or endorsements thereto.

ARTICLE IV - MEMBERSHIP

The membership of the Pool shall consist of Governmental Authorities that have entered into this Agreement by and through an individual duly authorized by the governing body of the Governmental Authority to execute this Agreement.

Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of new Members provided the new Members are admitted in accordance with the terms hereof. This Agreement shall automatically renew and continue in force unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Pool. That individual shall act as liaison between the Member and the Pool and shall communicate to the Member risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. Either the individual or alternate shall vote on behalf of the Member.

Members of the Pool shall:

1. Promptly report to the Pool any incident that could result in a claim being made by or against the Member within the Scope of Coverage;
2. Cooperate with the Board and Administrator in establishing, to the degree possible, loss control procedures required by the Board and Administrator;
3. Provide to the Pool such information as needed for rating purposes, including, but not limited to, an audit prepared by the Member's staff or a certified public accountant of all revenues and expenditures by the Member for any fiscal year of the Member for which figures are requested by the Administrator and/or the Pool;
4. Provide access to all records, including financial records and/or properties of the Member upon request of the Administrator and/or representatives of the Pool;
5. Cooperate with the Pool's attorneys, claims adjusters, the Administrator and any employee, officer or subcontractor relating to the purpose, powers and work of the Pool;
6. Allow attorneys and others employed by the Pool to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Pool; and
7. Pay when due all contributions or other monetary obligations, due or required, pursuant to this Agreement.

ARTICLE V - BOARD OF DIRECTORS

1. **Administration of the Pool.** The administration of the Pool and management of the Casualty Budgetary Fund, Property Budgetary Fund, and the Cumulative Reserve Fund shall be governed by the seven (7) voting Directors.
2. **Director's Qualifications.** Directors shall be either: (a) elected or appointed officials of Pool Members, or (b) representatives or employees of a Pool Member.
3. **Board Composition.** The Board shall be comprised of two (2) Directors affiliated with county Members, three (3) Directors affiliated with city Members, and two (2) at-large Directors. The Board may periodically appoint no more than three (3) additional, non-voting Directors representing sponsoring organizations. Non-voting Directors may not be an officer of the Pool or a member of the Executive Committee.
4. **Term of Directors and Resignation.** Directors shall serve a term of four (4) years or until such new Director or Directors are elected. Director terms shall be staggered so that no more than three (3) Directors are up for election in any one (1) year. There shall be no prohibition on successive terms. Directors may resign by sending notice of resignation to the Board. If a Director no longer meets the qualification criteria during the course of his/her term, the Director may serve the remainder of his/her term with the approval of the Board.
5. **Election Procedures.** Director elections shall be by majority vote and shall be held annually within forty-five (45) days before the close of the fiscal year of the Pool. Members may nominate candidates for the Director positions affiliated

with their specific class (city or county) and the at-large Director positions. Each Member shall have one (1) vote for each Director position up for election, which may be cast in person, by proxy, electronically or by mail.

6. **Eligibility and Vacancies.** Should the number of voting Directors become less than seven (7) due to disqualification, death, incompetence, resignation or other cause, the remaining Directors shall appoint by majority vote a person or persons to fill such vacancy or vacancies so that a Board of seven (7) Directors shall be maintained. The new appointee(s) shall be of the same class (city, county or at-large) of the vacated Director(s) and shall serve the remaining portion of the term of the vacated Director(s).

7. **Board Meetings.** Meetings of the Board shall be held at least annually at such time as it shall prescribe. Any item of Pool business may be considered at a meeting where a quorum of four (4) voting Directors is present. Special meetings may be called by the Board Chair, the Administrator or by a majority of the Board. Meetings may be held by telephone, electronically, or by written executed document.

8. **Executive Committee.** At the first meeting of each fiscal year, by majority vote the Board shall select no more than three (3) voting Directors to form an Executive Committee. Membership of the Executive Committee may be changed at any time by a two-thirds majority vote of the full Board. The Executive Committee shall inform and direct the Administrator on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary for the prudent operation and management of the Pool until matters requiring Board action are considered at the next Board meeting.

9. **Directors Compensation.** The Directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of Pool business and such other reasonable and lawful compensation as may be awarded from time to time by a majority vote of the Board.

10. **Officers.** At the first meeting of each fiscal year, by majority vote the Board shall select from the seven (7) voting Directors a Chair, Vice Chair and Secretary. Officers may be changed at any time by a two-thirds majority vote of the full Board. The Officers shall inform and direct the Administrator on Board policy and shall exercise powers for and on behalf of the Board as it deems necessary and prudent for the operation and management of the Pool.

11. **Clerk.** The Administrator or designee shall serve as clerk to the Board and shall attend all Board meetings.

ARTICLE VI - BOARD POWERS AND DUTIES

The Board shall be permitted and authorized to perform and carry out, or delegate to others to perform and carry out on behalf of the Pool, each and every act necessary, convenient or desirable for carrying out the purpose of the Pool, including but not limited to:

1. Administer a local government risk pool, receive Members' contributions and contractual obligations to the Pool, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the business of the Pool, including, but not limited to, the execution of any Administration Agreement;
3. Employ agents and employees;
4. Incur debts, liabilities and obligations on behalf of the Pool, but no debt, liability or obligation so incurred shall be the specific debt, liability or obligation of any Member to this Agreement;
5. Engage in legal actions deemed necessary by the Board and/or Administrator and prosecute and defend claims against the Board, Pool, and Director(s);
6. Acquire, hold or dispose of real and personal property;
7. Advise Members on loss control guidelines and procedures, and provide them with risk management, loss control, and risk reduction services, information, resources, programs, grants and education.

8. Purchase reinsurance and/or excess insurance and enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Pool itself;

9. Invest Pool funds and securities and investments in a prudent, lawful manner in accordance with the Investment Policy and direct where investment earnings may be applied;

10. Promulgate procedures and regulations for the general operation of the Pool and the general administration of this Agreement, including Board procedures;

11. Take such action as is necessary to cancel the participation/terminate the contract of any Member as provided herein;

12. Provide surety and/or fidelity bonds, as may be available, for Directors, Officers, and all persons charged with the custody or investment of Pool monies.

13. Authorize distributions of any surplus, including without limitation, casualty and property surplus and the Cumulative Reserve Fund. The Board shall have the sole authority to establish a basis for distribution and decide when the distribution of surplus shall be made and the amount to be distributed.

ARTICLE VII - ADMINISTRATOR

The Board shall have the authority to hire the Administrator and delegate to the Administrator certain powers and duties as the Board shall deem advisable, and all signatories hereto ratify and endorse the Administration Agreement currently in effect between the Pool (executed by the Board) and the Administrator. The undersigned further acknowledges that in the event the Administration Agreement has been executed prior to the execution of this Agreement, the undersigned ratifies and adopts the Administration Agreement currently in effect.

At least annually the Board shall receive a report from the Administrator. The nature and details of the report shall be established by the Board and shall be in addition to any reports that the Administrator shall be required to file with any regulatory authority having jurisdiction over the Pool.

ARTICLE VIII - LIABILITY OF THE BOARD, ADMINISTRATOR, SUBCONTRACTORS AND EMPLOYEES

The Directors of the Pool and the Administrator, its directors, officers, employees, and subcontractors shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that attach generally to governmental officers;
3. Not be liable for, and be held harmless and defended by the Pool, for any act, omission, or any other action, made, taken or omitted in good faith; and
4. Not be liable for any loss incurred through investment of funds, securities and investments or failure to invest the same.

Pool funds may be used to purchase insurance providing coverage for Directors, Officers and the Administrator.

The Pool shall, and the undersigned agrees that the funds of the Pool shall be used to, indemnify, hold harmless and defend any Director, Officer, Administrator or its employees (including its officers) or its subcontractors for any act or omission taken or omitted in good faith by the Board or a Director or by the Administrator, its employees (including its officers) or its subcontractors relating to or arising out of the conduct of Pool business. The hold harmless and indemnity provisions of this Article shall be considered an expense of the Pool and in no event shall any individual signatory be liable for more than its pro rata contractual obligation.

Neither the Administrator, its employees (including its officers) nor any of its subcontractors shall be liable for any act, omission, or any other action, made, taken or omitted in good faith, nor for any loss incurred through investment of funds, securities and investments or failure to invest the same, unless the same is the result of a willful act done in bad faith.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board or the Administrator nor any of its employees (including its officers) or subcontractors, and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations, or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE IX - ESTABLISHMENT AND MAINTENANCE OF THE CASUALTY BUDGETARY FUND

The Board shall establish and maintain a Casualty Budgetary Fund for the purpose of:

1. Funding the Pool's general and administrative expenses for casualty;
2. Funding the Pool's casualty reinsurance and excess expenses;
3. Funding the Pool's claims and claims expenses;
4. Funding all or any portion of any Deficiencies which may occur from withdrawals from the Cumulative Reserve Fund and/or the Property Budgetary Fund;
5. Funding the Pool's obligation to satisfy the requirements of any regulatory authority and the Pool's obligations and expenses set forth in this Agreement; and establishing and maintaining surplus in a reasonable amount deemed appropriate by the Board.

At least thirty (30) days prior to the Pool's fiscal year end, the Administrator shall prepare an Annual Casualty Budget for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year; the total of which shall be known as the Annual Casualty Budget.

Each Member's share of the Annual Casualty Budget shall be allocated to the Member as its Annual Casualty Budgetary Contribution and shall be in the proportion that each Member's total paid Basis Rate bears to the total paid Basis Rates of all Members as of the date of such calculation, modified to reflect the loss experience of the Member and with due consideration to the Member's individual characteristics.

In the event that there shall exist a surplus in the Casualty Budgetary Fund at the end of the Pool's fiscal year, any portion of or all of such surplus may be retained by the Pool as surplus or applied toward the Annual Casualty Budget for the subsequent year.

In the event that the Casualty Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Casualty Budgetary Fund may be withdrawn from the Cumulative Reserve Fund and/or the surplus within the Property Budgetary Fund. The sum so withdrawn shall constitute a Deficiency and shall be repaid with funds from the Casualty Budgetary Fund in the time and manner prescribed by the Board.

ARTICLE X - ESTABLISHMENT AND MAINTENANCE OF THE PROPERTY BUDGETARY FUND

The Board shall establish and maintain a Property Budgetary Fund for the purpose of:

1. Funding the Pool's general and administrative expenses for property;
2. Funding the Pool's property reinsurance and excess expenses;
3. Funding the Pool's losses and loss expenses for Property Risks;
4. Funding all or any portion of any Deficiencies which may occur from withdrawals from the Cumulative Reserve Fund and/or the Casualty Budgetary Fund;
5. Funding the Pool's obligation to satisfy the requirements of any regulatory authority and the Pool's obligations and expenses set forth in this Agreement; and establishing and maintaining surplus in a reasonable amount deemed appropriate by the Board.

At least thirty (30) days prior to the Pool's fiscal year end, the Administrator shall prepare an Annual Property Projection for the succeeding fiscal year, which shall consist of the foregoing items in amounts deemed sufficient for the succeeding fiscal year; the total of which shall be known as the Annual Property Projection.

Each Member's share of the Annual Property Projection shall be allocated to the Member as its Annual Property Budgetary Contribution, which shall be due on the Member's Property Risk Sharing Certificate anniversary date.

In the event that there shall exist a surplus in the Property Budgetary Fund at the end of the Pool's fiscal year, any portion of or all of such surplus may be retained by the Pool as surplus or applied toward the Annual Property Projection for the subsequent year.

In the event that the Property Budgetary Fund is exhausted during any Pool fiscal year, any funds required to fulfill the purpose of the Property Budgetary Fund may be withdrawn from the Cumulative Reserve Fund and/or the surplus within the Casualty Budgetary Fund. The sum so withdrawn shall constitute a Deficiency and shall be repaid with funds from the Property Budgetary Fund in the time and manner prescribed by the Board.

ARTICLE XI - ESTABLISHMENT AND MAINTENANCE OF THE CUMULATIVE RESERVE FUND

The Board shall establish and maintain a Cumulative Reserve Fund for the purpose of providing funds in the event that the Casualty Budgetary Fund and/or the Property Budgetary Fund are exhausted during any Pool fiscal year and establishing and maintaining surplus in an amount deemed appropriate by the Board.

In addition to the Annual Casualty Budgetary Contributions made to the Casualty Budgetary Fund pursuant to Article IX, Members purchasing casualty coverage shall make annual contributions to the CRF until each Member's annual contributions to the CRF total the amount required by the Board, which shall not exceed 300% of Basis Rate. Such contributions shall be based on each Member's Basis Rate in accordance with the following schedule (prorated as needed):

Initial Contribution	100% of Basis Rate
First Anniversary	75% of Basis Rate
Second Anniversary	50% of Basis Rate
Third Anniversary	30% of Basis Rate
Fourth Anniversary	25% of Basis Rate
Fifth Anniversary	20% of Basis Rate

Thereafter, no contribution shall be made to the CRF unless the Board shall require contributions for the purpose of maintaining the CRF at a level determined by the Board not to exceed 300% of Basis Rate or to comply with the requirements of any applicable regulatory authority having jurisdiction over the Pool.

The Board may authorize distributions of Cumulative Reserve Funds to fully vested Members whose CRF balance exceeds the level determined by the Board for a distribution. The Board shall have the sole authority to establish a basis for distribution and decide when the distribution of surplus shall be made and the amount to be distributed.

ARTICLE XII - MEMBER WITHDRAWAL, CANCELLATION, OR TERMINATION OF CASUALTY COVERAGE

The provisions of this Article pertain exclusively to casualty coverage.

1. Members agree to continue membership for a period of not less than one full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Pool may withdraw.

Within one hundred twenty (120) days following withdrawal, the Pool shall apply the following formula to determine the amount (if any) to be refunded to the withdrawing Member.

The formula to determine the amount (if any) to be refunded to the withdrawing Member shall be calculated as follows:

The withdrawing Member's "Vested Interest in CRF Contributions"

- minus distributions of CRF received by the withdrawing Member;
- minus the Annual Casualty Budgetary Contribution which the withdrawing Member would have made for the one year period following withdrawal;
- minus the withdrawing Member's proportionate share (determined in the same proportion as contributions) of any Deficiencies

Total: to be received by the withdrawing member

As used herein, "Vested Interest in CRF Contributions" shall mean the percentage of CRF contributions made to the Pool by said withdrawing Member according to the following vesting schedule:

End of Member's First Full Year	50%
End of Member's Second Full Year	60%
End of Member's Third Full Year	70%
End of Member's Fourth Full Year	80%
End of Member's Fifth Full Year	90%
End of Member's Sixth Full Year and thereafter	100%

Effective 12:01 a.m. on the date of withdrawal and notwithstanding anything contained to the contrary within this Agreement or the Casualty Risk Sharing Certificate issued pursuant to this Agreement, payments for all claims and claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Pool.

At the request of the withdrawing Member, the Pool will continue to service all claims which have been reported to the Pool during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a withdrawing Member shall be the sole responsibility of the withdrawing Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

2. The Pool may, by a two-thirds (2/3) majority vote of the full Board and by providing a Member sixty (60) days prior written notice, cancel a Member's participation in the Pool effective at the end of any Casualty Risk Sharing Certificate year. Thereafter it shall be the responsibility of the Pool to defend, settle and pay claims within the scope and limits set forth in the cancelled Member's Casualty Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This responsibility of the Pool to defend, settle and pay claims shall apply solely to claims that occurred during the cancelled Member's participation and evidenced by the Member's Casualty Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Pool by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of section one (1) of this Article. Failure to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund pursuant to the formula set forth in section one (1) of this Article.

3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Pool effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Pool. At the request of the terminated Member, the Pool will continue to service all claims which have been reported to the Pool during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Pool for all claims expenses incurred. Payment of all claims so serviced by the Pool for a terminated Member shall be the sole responsibility of the terminated Member and the Pool shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions including a refund pursuant to the formula set forth in section one (1) of this Article. The Pool shall apply any or all of the terminated Member's forfeited funds towards said Member's Annual Casualty Budgetary Contribution due for the one (1) year period following termination. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstitute such membership.

ARTICLE XIII - SCOPE OF RISK SHARING PROTECTION

1. The Pool provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures to be established for the payment of claims and losses as provided in the Member's risk sharing certificates. A Member may, with the approval of the Administrator, add additional parties to its risk sharing certificates.

2. The Pool may obtain excess insurance, reinsurance, or join in excess risk sharing pools as may be available to the Pool.

3. In the event that a claim or loss or a series of claims or losses exceed the amount of risk sharing protection provided by the Member's risk sharing certificates, or in the event that a claim or loss or a series of claims or losses should exhaust the Casualty Budgetary Fund, the Property Budgetary Fund, the Cumulative Reserve Fund and any reinsurance, then payment of claims and losses shall be the sole and separate obligation of the individual Member or Members against whom the claim was made or the loss was incurred.

4. The Pool's retention in any one claim or loss is limited to that amount stated under "Pool Retention" in the Appendix. The Pool shall have no responsibility to respond to claims or losses in excess of the stated retention except to the extent that such sums are recoverable from reinsurance or excess insurance. The Pool shall use its best effort to collect or recover any reinsurance running to or benefiting the Pool. The failure of such reinsurance or excess insurance to respond to any request for payment shall in no way increase the Pool's liability to an amount greater than that stated as the Pool retention.

5. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts provided by the Pool.

6. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Pool upon consideration of the needs and requirements of Members, loss experience, the kind and amounts of reinsurance coverage available and any such changes shall require a two-thirds (2/3) majority of the full Board. When the Board makes changes in the Scope of Coverage, notice after the taking of such action shall be sent to all Members (or their representatives) at the next certificate anniversary together with a replacement or updated Appendix to reflect the changes made.

ARTICLE XIV - TERMINATION

The Pool shall terminate at such time as two-thirds (2/3) of the Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Pool's business and shall complete the same as promptly as possible. During such period of liquidation the Pool shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the risk sharing certificates until all funds of the Pool are exhausted. After payment of all claims and losses, any remaining funds held by the Pool shall be paid to all Members of the Pool at the time of the vote of termination, on a pro rata basis determined by the Board.

No Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members except to the extent of the assets of the Cumulative Reserve Fund, the Casualty Budgetary Fund and the Property Budgetary Fund. However, if upon termination of the Pool the remaining assets of the Pool are insufficient to satisfy indebtedness of the Pool (excluding claims or judgments against the Members), such deficiency shall be made up by the Members of the Pool by a fair and reasonable method established by the Board.

ARTICLE XV – PROVISIONS PERTAINING TO PROPERTY COVERAGE

The provisions of this Article pertain exclusively to Property Coverage.

1. Members agree to continue Property Coverage for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member may terminate such coverage by giving notice to the Pool at least thirty (30) days prior to the end of such period. A Member's election to cease Property Coverage shall not constitute a withdrawal from the Pool under any other terms and conditions of this Agreement.

2. Termination for Non-Payment. In the event that a Member does not make its Annual Property Budgetary Fund Contribution, all Property Coverage shall terminate on the date when such contribution was due (the Property Termination Date). If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate Property Coverage.

3. Termination Other Than Non-Payment. The Pool may, by a two-thirds (2/3) majority vote of the full Board, terminate a Member's Property Coverage for reasons other than non-payment by giving notice to the Member of such termination at least sixty (60) days prior to the end of any Property Risk Sharing Certificate year. The notice of termination shall state the last day of the then-expiring Property Risk Sharing Certificate year as the effective date of termination (the Property Termination Date), at which time the coverage provided by the Property Risk Sharing Certificate shall terminate.

4. Property Coverage applies only to losses that occur prior to the Property Termination Date. All rights for reimbursement and any right to make a claim against the Pool shall terminate for losses that occur after the Property Termination Date.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of Iowa.

2. The parties hereto consent that courts in the State of Iowa shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of Iowa either by the Pool or by any Member.

3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.

4. The Board shall make available to requesting Members a copy of the annual audit of the financial affairs of the Pool within a reasonable time after the end of the fiscal year. The audit shall be made by a certified public accountant in accordance with generally accepted auditing principles which must make it possible both: (a) to present fairly and with full disclosure the financial operations of the Pool; and (b) to determine and demonstrate compliance with finance-related legal and contractual provisions.

5. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he is duly empowered to so execute this document.

6. No waiver of any breach of this Agreement or any provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

7. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder; provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.

8. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void, or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.

9. This Agreement, the Appendix, and the risk sharing certificates contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with the Appendix or attachments hereto or the risk sharing certificates issued hereunder, the terms and conditions of this Agreement shall prevail and take precedence.

10. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the risk sharing certificates may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.

11. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.

12. Whenever in this Agreement words, including pronouns are used in the singular or plural, or masculine or feminine they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

13. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the full Board provided notice of the proposed amendment was given at the previous regular Board meeting. Amendments shall be sent to all Members (or their representatives) at the next risk sharing certificate anniversary. All Members agree to accept, as a condition of their membership in the Pool, those amendments adopted from time to time by the Board.

14. The Board may, with the approval of two-thirds (2/3) of the full Board, elect to reform or reconstitute the Pool to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk bearing entity.

15. The Pool shall maintain a fiscal year ending December 31.

16. The parties acknowledge and agree that facsimile and electronic signatures shall be legal and binding and the signature of the Administrator on behalf of the Pool shall be legal and binding.

ARTICLE XVII - AGENT AND OFFICE

The agent of the Pool for service of notice shall be the Iowa Communities Assurance Pool, attention General Counsel c/o Ahlers & Cooney, P.C., 100 Court Avenue, Suite 600, Des Moines, Iowa 50309. The office of the Pool shall be the Iowa Communities Assurance Pool c/o Bilbrey Insurance Services, Inc., 12951 University Avenue, Suite 120, Clive, Iowa 50325.

ARTICLE XVIII - NOTICE

Notices by a Member to the Pool shall be in writing and sent certified mail, return receipt requested, with postage prepaid to the address in Article XVII to the attention of the Administrator. The notice required to be sent by the Pool to a Member pursuant to Articles XII and XV shall be in writing and sent certified mail, return receipt requested, with postage prepaid to the representative of the Member at the Member's last known address. All other notices required to be given by the Pool to a Member under this Agreement may be sent electronically to the representative of the Member at the representative's email address or by regular mail.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions of this Article.

In witness whereof, this Agreement was executed on the _____ day of _____, 2____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL AUTHORITY:

By: _____
Title: _____

Woodbury County

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 01/01/23, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject	Package (Property, Inland Marine, Crime, and Auto Physical Damage) Iowa Communities Assurance Pool	<i>No TRIA Included</i>

*For this coverage, TRIA cannot be rejected

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Cyber Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.



Woodbury County

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

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

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____



PROXY

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Individual <u>Matthew Ung</u>	Alternate <u>Melissa Thomas</u>
Title <u>Chairman</u>	Title <u>Human Resources Director</u>
Email <u>matthewung@woodburycountyiowa.gov</u>	Email <u>Melissathomas@woodburycountyiowa.gov</u>
Mailing <u>620 Douglas Street</u>	Mailing <u>620 Douglas Street</u>
Address <u>Sioux City, IA 51101</u>	Address <u>Sioux City, IA 51101</u>
Telephone _____	Telephone <u>712-279-6480</u>

In witness whereof, this Proxy was executed on the 31st day of January, in the year 2023, by the undersigned duly authorized officers of the Governmental Sub-Division indicated below:

Iowa Governmental Subdivision: Woodbury County

Member ICAP #: _____

By _____

Title _____

By _____

(City Clerk / County Auditor / Board Secretary)



HMURAD

CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)
01/23/2023

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4280 Sergeant Road, Suite 200 Sioux City, IA 51106		PHONE (A/C, No, Ext): (712) 252-4026	COMPANY NAME AND ADDRESS Travelers Commercial Casualty Company One Tower Square Hartford, CT 06183		NAIC CODE: 40282
CODE: 778WB0000	SUB CODE:	POLICY TYPE Property, Inland Marine, and Auto Physical Damage			
AGENCY CUSTOMER ID: WOODCOU-06		CANCELLED POLICY INFORMATION			
INSURED NAME AND ADDRESS Woodbury County 620 Douglas St. Suite #701 Sioux City, IA 51101		POLICY NUMBER 630-0S529471, 810-0S484565			
		EFFECTIVE DATE AND HOUR OF CANCELLATION 02/01/2023	CANCELLATION DATE 02/01/2023	TIME 12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
		POLICY TERM	EFFECTIVE DATE 01/01/2023	EXPIRATION DATE 01/01/2024	

CANCELLATION REQUEST (Policy attached) POLICY RELEASE (Complete Statement Section Below)

POLICY RELEASE STATEMENT

The undersigned agrees that:

The above referenced policy is lost, destroyed or being retained.
 No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.
 Any premium adjustment will be made in accordance with the terms and conditions of the policy.

WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE		
WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE		
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)	TITLE	DATE
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I)	TITLE	DATE

This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION <input type="checkbox"/> NOT TAKEN <input type="checkbox"/> OTHER (Identify) <input checked="" type="checkbox"/> REQUESTED BY INSURED moved to another carrier <input checked="" type="checkbox"/> REWRITTEN (Complete below)		METHOD OF CANCELLATION <input type="checkbox"/> FLAT <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATA	
COMPANY The Iowa Communities Assurance Pool		PREMIUM CALCULATION SUBJECT TO AUDIT	
POLICY NUMBER TBD	EFFECTIVE DATE 02/01/2023	FULL TERM PREMIUM \$	UNEARNED FACTOR %
REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)		RETURN PREMIUM \$	

New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.

NAME AND ADDRESS

REQUEST / RELEASE DISTRIBUTION

NAME AND ADDRESS	<input type="checkbox"/> INSURED	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LIENHOLDER
	<input type="checkbox"/> COMPANY	<input type="checkbox"/> FINANCE COMPANY
	<input type="checkbox"/>	<input type="checkbox"/>
PRODUCER'S SIGNATURE <i>[Signature]</i>		DATE 01/23/2023



HMURAD

CANCELLATION REQUEST / POLICY RELEASE

DATE (MM/DD/YYYY)
01/23/2023

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4280 Sergeant Road, Suite 200 Sioux City, IA 51106		PHONE (A/C, No, Ext): (712) 252-4026	COMPANY NAME AND ADDRESS Travelers Casualty and Surety Co of America One Tower Square Hartford, CT 06183		NAIC CODE: 31194
CODE: 778WB0000 AGENCY CUSTOMER ID: WOODCOU-06	SUB CODE:	POLICY TYPE Crime			
INSURED NAME AND ADDRESS Woodbury County 620 Douglas St. Suite #701 Sioux City, IA 51101		CANCELLED POLICY INFORMATION POLICY NUMBER 106381700			
		EFFECTIVE DATE AND HOUR OF CANCELLATION 02/01/2023	CANCELLATION DATE 02/01/2023	TIME 12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
		POLICY TERM	EFFECTIVE DATE 01/01/2023	EXPIRATION DATE 01/01/2024	

CANCELLATION REQUEST (Policy attached) POLICY RELEASE (Complete Statement Section Below)

POLICY RELEASE STATEMENT

The undersigned agrees that:

The above referenced policy is lost, destroyed or being retained.
 No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above.
 Any premium adjustment will be made in accordance with the terms and conditions of the policy.

WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE
WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I) TITLE DATE
<input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	AUTHORIZED SIGNATURE (Not applicable in NH per RSA 412:5 I) TITLE DATE

This representation is true and accurate, and I understand that any misrepresentation may be deemed a fraudulent act.

FOR AGENCY / COMPANY USE

REASON FOR CANCELLATION <input type="checkbox"/> NOT TAKEN <input type="checkbox"/> OTHER (Identify) <input type="checkbox"/> REQUESTED BY INSURED <input checked="" type="checkbox"/> REWRITTEN (Complete below) moved to another carrier		METHOD OF CANCELLATION <input type="checkbox"/> FLAT <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATA <input type="checkbox"/> PREMIUM CALCULATION SUBJECT TO AUDIT		FULL TERM PREMIUM \$ UNEARNED FACTOR % RETURN PREMIUM \$
COMPANY The Iowa Communities Assurance Pool		POLICY NUMBER TBD		EFFECTIVE DATE 02/01/2023

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.

NAME AND ADDRESS 	REQUEST / RELEASE DISTRIBUTION			
	<input type="checkbox"/> INSURED <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> COMPANY	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LIENHOLDER <input type="checkbox"/> FINANCE COMPANY	PRODUCER'S SIGNATURE <i>[Signature]</i>	



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

Jason L. Comisky
515.246.0337
jcomisky@ahlerslaw.com

January 27, 2023

Via email only

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

Re: Woodbury County, Iowa - Conflict Waiver

Dear Board of Supervisors:

Our firm concurrently represents Woodbury County, Iowa ("County") and the Woodbury County Law Enforcement Center Authority ("Authority"). Recently, we were asked by both parties to act as scrivener in the drafting of a Second Amendment to the Lease Agreement by and between the Authority and the County.

We do not believe such representation as scrivener of the parties' agreement presents a direct conflict of interest, but it is our duty to inform you of the nature of the concurrent representation. For the County we provide legal services on a variety of matters, including financing. Our firm is currently representing the Authority in connection with certain Law Enforcement Center general project-related questions. This firm is not representing the County related to the Second Amendment, described above, and it is the firm's understanding that the County Attorney will review the Second Amendment on behalf of the County.

While this transaction does not fall within the scope of our representation of the County, such representation could be perceived as a concurrent conflict of interest under the ethical standards governing the practice of law in Iowa. We do not believe this is an actual conflict of interest, but from a legal perspective, a concurrent conflict of interest exists under Iowa rules if (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client, or a third person or by a personal interest of the lawyer. We know that the second condition stated above does not apply to this situation, as noted above, but our firm's representation of the Authority related to drafting the Second Amendment will technically be directly adverse to the County.

The state's ethical rules allow a law firm to concurrently represent two adverse parties if (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the

representation does not involve the assertion of a claim by one client against another represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) each affected client gives informed consent, confirmed in writing. We believe confidently that our attorneys will be able to provide competent and diligent representation to each of their affected clients as the matters being addressed are totally unrelated, the representation is not prohibited by law, and there will not be an assertion of a claim as described. The purpose of this letter is to seek the written consent of the County in order to proceed. We are requesting the same from the Authority.

Please feel free to contact me with any questions or concerns. If you consent to the concurrent representation, please so indicate below and return a copy of this fully executed letter to my attention.

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

cc: Karen James (via email)

The Woodbury County Board of Supervisors hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Woodbury County Board of Supervisors and the Woodbury County Law Enforcement Center Authority with respect to the above referenced transactions.

Dated this ___ day of _____, 2023.

WOODBURY COUNTY BOARD OF SUPERVISORS:

Chair

Attest:

County Auditor



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

Jason L. Comisky

515.246.0337

jcomisky@ahlerslaw.com

January 27, 2023

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, Iowa
Resolution Fixing Date of Hearing on the Second Amendment to the Lease
Agreement

Dear Dennis:

We have now prepared and are enclosing suggested proceedings to be acted upon by the Board of Supervisors in fixing the date of a meeting on the proposition to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority and ordering publication of a notice of hearing.

Publication Requirement - Notice of Hearing.

Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The date of publication is to be not less than four clear days nor more than twenty days before the date of the public meeting on the proposition to amend the Lease Agreement. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. [See Section ICS 4.1(34).]

At the time of hearing the Board of Supervisors shall receive oral or written objections from any resident or property owner to the proposed action to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority. After all objections have been received and considered, the Board of Supervisors is required, at that meeting or at any adjournment thereof, to take additional action for the authorization of the amendment to the Lease Agreement or to abandon the proposal.

Please return a completed copy of the proceeding, via email followed up by a hard copy, filled in as the original and certified back to us. **We are also enclosing an extra copy of the notice of hearing to be delivered to the newspaper for publication purposes.** A certificate to attest the proceeding is attached as well.

We will prepare and forward to you in the near future, suggested procedure to be acted upon on the date of hearing. If you have any questions pertaining to the proceedings enclosed or the above instructions, please do not hesitate to either write or call.

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: Karen James (via email)

ITEMS TO INCLUDE ON AGENDA FOR JANUARY 31, 2023

WOODBURY COUNTY, IOWA

Woodbury County, Iowa.

- Consider Conflict Waiver regarding Second Amendment to Lease Agreement with the Woodbury County Law Enforcement Center Authority.
- Resolution fixing date for a public hearing on the proposal to amend the Lease Agreement with the Woodbury County Law Enforcement Center Authority.

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

January 31, 2023

The Board of Supervisors of Woodbury County, State of Iowa, met in _____ session, in the Board Room, 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: _____

* * * * *

Board Member _____ introduced the following resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO AMEND THE LEASE AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY", and moved that the resolution be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Resolution was duly adopted as follows:

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO AMEND THE LEASE AGREEMENT WITH
THE WOODBURY COUNTY LAW ENFORCEMENT CENTER
AUTHORITY

WHEREAS, Woodbury County, State of Iowa (the "County") and the Woodbury County Law Enforcement Center Authority (the "Authority") have heretofore entered into that certain Lease Agreement originally dated September 1, 2020, as amended and substituted (the "Lease"); and

WHEREAS, it is now deemed necessary and advisable that the County should provide for the authorization of a Second Amendment to the Lease (the "Second Amendment") with the Authority; and

WHEREAS, Iowa Code Section 346.27 provides that the Authority shall have and exercise certain public and essential governmental powers and functions including the right to lease all or any part of a building to an incorporating unit upon rental terms agreed upon between the Authority and the incorporating unit; and

WHEREAS, the Authority and County have negotiated the form of a proposed Second Amendment, which is intended to provide for the reimbursement of certain insurance expenses and to clarify the use of the Additional Rent and Maintenance Payments (as those terms are defined in the Lease); and

WHEREAS, the Second Amendment does not alter the Base Rent (as defined in the Lease) due per the terms of the Lease; and

WHEREAS, neither Chapter 331 nor any other Code provision sets forth any procedural action required to be taken before said Second Amendment can be approved, and pursuant to Section 331.301(5), Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the Woodbury County Auditor causes to be published notice of the proposal and of the time and place of the meeting at which the Board of Supervisors proposes to take action thereon and to receive oral and/or written objections to such action; and

WHEREAS, the following action is now considered to be in the best interests of the County.

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

Section 1. That this Board of Supervisors meet in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at _____ .M. on February 14, 2023, for the purpose of taking action on the matter of the proposal to amend the Lease with the Woodbury County Law Enforcement Center Authority.

Section 2. That the Woodbury County Auditor is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in Woodbury County, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA, ON THE MATTER OF THE PROPOSAL TO AMEND THE LEASE AGREEMENT WITH THE WOODBURY COUNTY LAW ENFORCEMENT CENTER AUTHORITY, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Board of Supervisors of Woodbury County, Iowa, will hold a public hearing on February 14, 2023, at _____.M. in the Board Room, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, at which meeting the Board of Supervisors proposes to take action on the proposal to authorize a Second Amendment to the Lease Agreement (the "Second Amendment") with the Woodbury County Law Enforcement Center Authority (the "Authority") said Lease Agreement originally dated September 1, 2020, as amended and substituted (the "Lease").

The Authority and County have negotiated the form of a proposed Second Amendment, which is intended to provide for the reimbursement of certain insurance expenses and to clarify the use of the Additional Rent and Maintenance Payments (as those terms are defined in the Lease). The Second Amendment does not alter the Base Rent (as defined in the Lease) due per the terms of the Lease.

A copy of the Second Amendment is on file for public inspection during regular business hours in the office of the Auditor of Woodbury County, Iowa.

At the above meeting the Board of Supervisors shall receive oral or written objections to the proposal to enter into the Second Amendment. After all objections have been received and considered, the Board of Supervisors will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Second Amendment.

This notice is given by order of the Board of Supervisors of Woodbury County, Iowa.

Dated this _____ day of _____, 2023.

Auditor, Woodbury County, Iowa

(End of Notice)

PASSED AND APPROVED this 31st day of January, 2023.

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 _____, 2023.

County Auditor, Woodbury County, Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Auditor of Woodbury County, in the County of Woodbury, State of Iowa, and that as such Auditor and by full authority from the Board of the County, I have caused a

NOTICE OF PUBLIC HEARING
(Woodbury County, Iowa – Second Amendment to the Lease Agreement)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the " _____ ", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the County, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2023.

WITNESS my official signature this _____ day of _____, 2023.

County Auditor, Woodbury County, State of Iowa

(SEAL)

Running Tally Report for Tax Askings
Proposed FY 2024
Updated - January 18, 2023

To hold the line on the tax rates for the General Basic Fund, General Supplemental Fund and Rural Basic Fund Projected Taxes exceed Current FY 23 Taxes by the following amounts.*

	<u>To Hold the Line to the Current Rates of FY 23 Proposed Tax Revenues over Current Tax Revenues</u>			<u>Total Revenues Over Expenditures</u>	<u>Mandated Taxes</u>
	<u>Countywide Funds</u>		<u>Township Only</u>		<u>Countywide Fund</u>
	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>		<u>Debt Service</u>
					<u>Totals</u>
* January 3, 2023 - Potential Increase in Taxes	(6,561,789)	(1,147,318)	(538,758)	(8,247,865)	911,572
New Tax Revenue Growth using FY 23 Tax Rates	1,037,804	642,983	298,699	1,979,486	229,343
Total of 2,208,829					
To Achieve the Goal of the Same Tax Rate as FY 23	(5,523,985)	(504,335)	(240,059)	(6,268,379)	1,140,915

Changes:

January 3, 2023

Board Expense	4,479		
Board Administration	2,516		
Human Resources	2,189		
Conservation - Administration	4,996		
Conservation - Parks	3,481		
Conservation - Naturalist	1,458		
Auditor - Recorder	1,996		
Auditor - Administration	4,345		
Auditor - Election Administration		1,996	
Juvenile Court Appointed Attorneys		5,000	
County Treasurer - Motor Vehicle	3,875		
County Treasurer - Tax	6,106		

Total

	<u>Countywide Funds</u>	<u>Township Only</u>	<u>Revenues Over Expenditures</u>	<u>Countywide Fund</u>
Department of Human Services	2,000			
General Relief - Assistance	25,500			
January 3, 2023 Total Changes	<u>62,941</u>	<u>6,996</u>	<u>0</u>	<u>69,937</u>
Subtotal	(5,461,044)	(497,339)	(240,059)	1,140,915
January 5, 2023				
Secondary Roads Minimum Tax Asking lower			225,000	
Veteran Affairs - Administration	1,512			
District Health Allocation Reduced	670,500			
Juvenile Detention - Administration		44,164		
Federal Food Program		24,000		
Emergency Services Administration		13,485		
Buildings Services - Courthouse	13,000			
LEC	51,000			
Trosper Hoyt	5,000			
Building Services	9,100			
Sheriff - Correctional Facility	411,334			
Administration	11,000			
Civil Division	1,690			
Courthouse Security		2,557		
Courtroom & Transport		2,100		
January 5, 2023 Total Changes	<u>1,174,136</u>	<u>86,306</u>	<u>225,000</u>	<u>1,485,442</u>
Subtotal	(4,286,908)	(411,033)	(15,059)	1,140,915

Total
Revenues

Countywide

	<u>Countywide Funds</u>	<u>Township Only</u>	<u>Over Expenditures</u>	<u>Fund</u>
January 10, 2023:				
Use of Sale of County Farm to reduce taxes	2,518,784			
Increase to Interest on Idle Funds	300,000			
Adjusted Emergency Management Budget		-756		
Gaming Revenues for Equipment and Vehicle Purchases	535,000			
Reduce to 0% Elected & % Deputies	68,954			
January 10, 2023	3,422,738	(756)	0	3,421,982
Subtotal	(864,170)	(411,789)	(15,059)	(1,291,018)
January 17, 2023:				
County Attorney - Administration	(32,561)			
County Attorney - Collections	1,257			
County Attorney - Juvenile	7,544			
Edward Bryne Grant Revenue	32,921			
January 17, 2023	9,161	0	0	9,161
Subtotal	(855,009)	(411,033)	(15,059)	(1,281,857)
January 24, 2023				
Use of LATCF for Miscellaneous Equipment Purchases	100,000			
Use of Unspent County Attorney Funds From FY 23	300,000			
Reduce CIP Loan Principal & Interest				112,500
Increase WCICC Lease for Off Site Computer and Storage	(66,108)			
Increase WCICC MXDR	(66,500)			
Reduce Electric Expense Building Services - Courthouse	14,556			
Add Revenue for Miscellaneous Refunds	30,000			
Three new Custodians for New LEC	(188,008)			
Compensation Board Recommendations	(265,749)	(35,464)		
Conservation - Resource Tech Position - L.O.S.T. (71,978)	0			
January 24, 2023	(141,809)	(35,464)	0	(177,273)
Subtotal	(996,818)	(446,497)	(15,059)	(1,459,130)

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

Date: 1/26/2023 Weekly Agenda Date: 1/31/2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Chairman Matthew Ung

WORDING FOR AGENDA ITEM:

Allocate full funding of \$368,665 to the Nature Center department budget from Local Option Sales Tax dedicated to economic development

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The board can reduce the property tax burden and accomplish a lower tax rate in FY24 by funding the Nature Center's budget out of Local Option Sales Tax (non-property tax funds).

BACKGROUND:

The board has three main options to balance or lower the current tax rates without using property taxes.
1) General Basic Reserves - funds of last resort, currently at 28.4% (updated value)
2) Gaming Funds - most flexible funds, easiest to use for emergencies
3) Local Option Sales Tax (20% balance to economic development) - most conditions upon use

FINANCIAL IMPACT:

Reduction of property taxes in the General Basic fund in the amount of \$368,665 for FY24. This partially relies on a carry-forward balance from FY23. Funding in FY25 may come from a combination of L.O.S.T., gaming, or return to property taxes. Remaining, unobligated L.O.S.T. balance = \$122,379

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:

Given the three options of non-tax funds, the board should support use of L.O.S.T. because those funds come with extra conditions. Funding the Nature Center is clearly an economic development and tourism function and is done by other counties as well. To not use these funds when available and clearly allowed is to build up "reserves within reserves" rather than return the benefit to the taxpayer.

ACTION REQUIRED / PROPOSED MOTION:

Approve full allocation of \$368,665 from Local Option Sales Tax to the Nature Center department budget

Gaming Revenues

FY 24

Income & Expense Report for FY 24

Fund Cash Balance on Hand July 1, 2023	504,684
Estimated Revenue for FY 24 (450,000 or 37,500 per month)	450,000
Gaming Revenue - MRHD FY 24 (75,000)	75,000
Less Obligated Funds:	

FY 24

Transfers:

Tax Reduction - General Basic Fund	535,000
Meals on Wheels (12,760) - FY 24 Approved	12,760
SRTS (34,986) - FY 24 Approved	35,948
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	583,708

Funds Unallocated for FY 2024

445,976

Local Option Sales Tax (Infrastructure/Economic Funds)

FY 24

Income & Expense Report for FY 24

Fund Cash Balance on Hand July 1, 2023	405,881
Estimated Revenue for FY 2024	
L.O.S.T From State (593,706)	593,706
Total Revenue	<hr/>
	999,587

Obligated Funds:

FY 24

Transfers: Rural Basic - Economic Development Department - FY 24 Approved	170,051
Rural Basic - W.C. Soil Conservation - FY 24 Approved	39,000
Ag Center (6 of 10 Payments) - FY 24 Approved	150,000
The Siouxland Initiative (25,000) - FY 24 Approved	25,000
Western Iowa Tourism (500) - FY 24 Approved	500
County Fair (32,000) - FY 24 Approved	32,000
Joint City/County SIMPCO Memberships (7,279) - FY 24 Approved	7,279
SIMPCO Improvement Regional Housing (10,235) - FY 24 Approved	10,235
Conservation - New Resource Tech Position Approved 1-24-23	71,978
Iowa's West Coast - FY 24 Approved	2,500
	<hr/>
	508,543

Funds Unallocated for FY 2024

491,044

Use of **General Basic Reserve Balance**

<u>% Use of Cash Reserve</u>	<u>FY 22 Accrued Expenses</u>	<u>Accrued Cash Balance 6-30-22</u>	<u>\$ Used Reserve</u>	<u>% Cash Reserve Left after Use</u>
	28,433,042	8,073,360	-	28.40%
1%	28,433,042	7,585,070	284,330	27.40%
2%	28,433,042	7,289,373	568,660	26.40%
3%	28,433,042	6,993,676	852,990	25.65%
4%	28,433,042	6,697,979	1,137,320	24.65%
5%	28,433,042	6,402,282	1,421,650	23.65%

Use of **Rural Basic Reserve Balance**

<u>% Use of Cash Reserve</u>	<u>FY 22 Accrued Expenses</u>	<u>Accrued Cash Balance 6-30-22</u>	<u>\$ Used Reserve</u>	<u>% Cash Reserve Left after Use</u>
	1,951,099	666,838	-	34.18%
1%	1,951,099	7,585,070	19,510	33.18%
2%	1,951,099	7,289,373	39,020	32.18%
3%	1,951,099	6,993,676	50,530	31.18%
4%	1,951,099	6,697,979	78,040	30.18%
5%	1,951,099	6,402,282	97,550	29.18%

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

Date: January 26, 2023 Weekly Agenda Date: January 31, 2023

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Sheriff Chad Sheehan

WORDING FOR AGENDA ITEM:

Add a full-time Transport Officer to Sheriff's Office

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Requesting the addition of a transport officer to handle juvenile transports for the courts and juvenile detention.

BACKGROUND:

It was brought to the attention of the Sheriff the need for a juvenile transport officer to handle juvenile transports for the courts and for juvenile detention. This immediate need is a result of juvenile court being conducted outside the Trospen Hoyt building due to structural concerns. This would have become an issue as the Sheriff's Office moved to the new LEC.

FINANCIAL IMPACT:

Full-time Correctional Officer = \$75,105

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

Yes No

RECOMMENDATION:

Approve the request to add a full-time transport officer to Sheriff's Office.

ACTION REQUIRED / PROPOSED MOTION: