



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 9, 2026) (WEEK 24 OF 2026)

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
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David L. Dietrich 870-9224 ddietrich@woodburycountyiowa.gov
Mark E. Nelson 540-1259 mnelson@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 June 9, 2026, at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

This is a formal meeting during which the Board may take official action on various items of business. 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 will recognize the agenda item presenter before asking for public comments or board discussion.
3. Members of the public will approach the microphone one at a time and give their name and city of residence before their statement.
4. Members of the public who comment 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 for a particular agenda item when approved by the Chair 24 hours before a meeting or by a majority of the board during a meeting for a subsequent meeting.

AGENDA

4:30 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 5 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 2. Approval of the minutes of June 2, 2026
3. Approval of claims
4. Human Resources – Melissa Thomas
a. Approval of Memorandum of Personnel Transactions
b. Authorization to Initiate Hiring Process
c. Approval of request to deauthorize county position
d. Approval of Cyber Liability Insurance Coverage for FY 26/27

5. County Treasurer – Tina Bertrand
 - a. Approval to cancel the tax certificate #2024-0116, refund the investor of the tax certificate payments (ACC 1288 LLC) and approve resolution to abate all remaining outstanding taxes for parcel #894735462013
 - b. Approval of resolution to abate taxes on parcel #864426405003, cancel the tax sale certificate #2024-00898 and the tax sale investor refunded their payments on the certificate
 - c. Approval of resolution for abatement of taxes for mobile home VIN #XXGA226822 and cancellation of the Woodbury County Tax Certificate #2022-771

End of Consent Agenda

- | | | |
|---|--|-------------|
| 4:35 p.m. | 6. Board Administration – Heather Satterwhite | |
| (Set time) | Public hearing and sale of property parcel #894729406018 (aka 121 Market Street) | Action |
| 7. Planning/Zoning – Daniel Priestley | | |
| a. Receive the final report and recommendation from the Zoning Commission following their 5/27/26, special meeting to approve a Zoning Ordinance Map Amendment (Rezone) from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District on Parcel #874727200011 for William J. Smith (2634 Buchanan Avenue, Salix, IA 51052) | | Action |
| 4:40 p.m. | b. Conduct the First Public Hearing on the said proposed Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #874727200011 | Action |
| (Set time) | c. Approve the First Reading of the said Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #874727200011 | Action |
| 8. County Auditor Recorder – Michelle Skaff | | |
| Canvass the 2026 Primary Election | | Action |
| 9. Siouxland District Health – Kevin Grieme | | |
| Approval and authorize Board Chair to sign the agreement to provide public health services to the residents of Ida County FY 27 | | Action |
| 10. Citizens – Wes Hunold, Nick Haugen, John Hinse | | |
| Approval of 6-ton embargo project exemption/6-ton embargo removal on 220th Street, Sergeant Bluff, Iowa | | Action |
| 11. Reports on Committee Meetings | | Information |
| 12. Citizen Concerns | | Information |
| 13. Board Concerns | | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., JUNE 10** **7:30 a.m.** SIMPCO Executive Finance Committee Meeting, 6201 Gordon Dr.
8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
- THU., JUNE 11** **4:00 p.m.** Conservation Board Meeting, Little Sioux Park
- WED., JUNE 17** **12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JUNE 18** **4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
5:30 p.m. SIMPCO Board of Directors Meeting and Annual Award Banquet, Akron Golf Course
- FRI., JUNE 19** **12:00 p.m.** Siouxland Human Investment Partnership Board Meeting, 607 – 4th St.
- MON., JUNE 22** **5:00 p.m.** Zoning Commission Meeting, Courthouse Basement Boardroom
- THU., JUNE 25** **10:00 p.m.** WICIRHTF Board of Directors Meeting, 6401 Gordon Dr.
11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, 6401 Gordon Dr.
- WED., JULY 1** **7:30 a.m.** SIMPCO Executive/Finance Committee, 6401 Gordon Drive
4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- MON., JULY 6** **5:00 p.m.** Board of Adjustment meeting, Courthouse Basement Boardroom
- WED., JULY 8** **7:30 a.m.** SIMPCO Executive Finance Committee, 6401 Gordon Drive
8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
10:00 a.m. STARComm Board Meeting, The Security Institute, WIT Campus
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
- THU., JULY 9** **10:00 a.m.** Siouxland Regional Transit Systems Board Meeting, 6401 Gordon Drive
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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

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

JUNE 2, 2026, TWENTY THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 2, 2026, at 4:30 p.m. Board members present were Nelson, Dietrich, Bittinger II, and Ung; Carper was absent. Staff members present were Karen James, Board Administrative Assistant, Ryan Ericson, Budget and Finance Director, Melissa Thomas, HR Director, Joshua Widman, Assistant County Attorney, and Shona Campbell, Deputy Auditor/Clerk to the Board.

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

1. Motion by Nelson second by Bittinger to approve the June 2, 2026, agenda. Carried 4-0. Copy filed.

Motion by Nelson second by Dietrich to approve the following items by consent with the removal of item 5d from the consent agenda:

2. To approve minutes of the May 26, 2026 meeting. Copy filed.
3. To approve the claims totaling \$371,762.64. Copy filed.
4. To receive for signatures a Resolution Thanking and Commending Randi Campbell for her years of service with Woodbury County.

WOODBURY COUNTY, IOWA
RESOLUTION #14,047
A RESOLUTION THANKING AND COMMENDING
RANDI CAMPBELL
FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Randi Campbell has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 30 years from April 22, 1996, to June 5, 2026.

WHEREAS, the service given by Randi Campbell as a Woodbury County employee, has been characterized by her 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 Randi Campbell for her 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, Randi Campbell

BE IT SO RESOLVED this 2nd day of June, 2026.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 5a. To approve the appointment of Avery Myers, Emergency Operations Officer - AEMT, Emergency Services Dept., effective 06-03-2026, \$25.45/hour. Job Vacancy Posted on 3/11/26. Entry Level Salary: \$25.45/hr.; the appointment of Blasé Sanford, Summer Engineering Aide, Secondary Roads Dept., effective 06-03-2026, \$19.50/hour. Job Vacancy Posted on 2/25/26. Entry Level Salary: \$19.50/hr.; and the separation of Sydney Engle, Clerk III, County Attorney Dept., effective 07-17-2026. Retired. Copy filed.
- 5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Operations Officer – AEMT - PT, Emergency Services Dept. Wage Plan: \$25.45/hour. Copy filed.

- 5c. To approve and authorize the Chairperson to sign the request to Deauthorize County Position for Operations Officer – EMT – PT, Emergency Services Dept. Copy filed.

Carried 4-0.

- 5d. Motion by Nelson second by Dietrich to approve and authorize a .20 FTE certified EMT A position. Carried 4-0. Copy filed.
- 6. Motion by Nelson second by Bittinger to approve Gallagher Benefit Services proposal Pharmacy Benefit Manager procurement and implementation support. Carried 4-0. Copy filed.
- 7. Reports on committee meetings were heard.
- 8. Rebecca Socknat addressed the board concerning employee health insurance benefits. Motion by Nelson second by Dietrich to receive document. Carried 4-0. Copy filed.

Siouxland District Health Director Kevin Grieme provided an update on the agreement with Ida County.

EMS Director Drew Baier provided an update on emergency service calls.

- 9. Board concerns were heard.

The Board adjourned the regular meeting until June 9, 2026.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 9, 2026

*** 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
Wilson, Caitlyn	Treasurer	06-10-2026	Clerk II - MV	\$19.82/hour		A	Job Vacancy Posted on 3/4/2026. Entry Level Salary \$19.82/hr
Kluver, Miranda	Sheriff's Office	06-22-2026	Civilian Jailer	\$34.57/hour	11%=\$3.45/hr	R	Per CWA Civilian- Move from Senior to Master. Anniversary Date: 6/30/26

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas, HR Director

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: June 9, 2026

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Secondary Roads	Senior Clerk – In-House	AFSCME Courthouse: \$22.43-\$28.28/hr		

Chairman, Board of Supervisors

**HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA**

DATE: June 9, 2026

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Secondary Roads	Clerk II -1.0 FTE		

Chairman, Board of Supervisors

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/4/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Melissa Thomas, Human Resources Director

Wording for Agenda Item:

Approval of Cyber Liability Insurance Coverage for FY 26/27.

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

The proposed cyber liability policy provides \$3,000,000 in coverage with a \$30,000 deductible (attached). The policy will be placed with the same carrier as last year (Travelers) and provides the same coverage. Cyber liability insurance is renewed annually. It provides coverage for losses related to security incidents, such as malware, ransomware, and phishing attacks. This includes the cost of hiring security experts to help with the recovery of data and provides legal assistance in the event of an incident. The policy premium is \$36,750, an increase of \$975.00 from the prior year.

Recommendation:

Motion to approve the purchase of Cyber Liability Insurance for FY 26/27.

Attachments:

[26/27 Cyber Proposal](#) 

Approved by Board of Supervisors on March 17, 2026



Proposal of Insurance

Woodbury County, Iowa

620 Douglas ST RM 701
Sioux City, IA 51101-1254

Presentation Date: June 30, 2026

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos. IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

Woodbury County, Iowa

Proposal Summary

We appreciate the opportunity to quote your business insurance. This proposal is a summary of policy terms and conditions.

We have been able to achieve our goal of a competitively priced program that protects your risk and exposures. We are recommending that you place your insurance program as shown below.

This proposal provides coverage highlights along with the attached carrier quotations for the following coverages:

- Cyber Liability

It is recommended that you consider purchasing coverage for the following, which are not included in your insurance program:

- Flood
- Increase Social Engineering Fraud Limits

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

The values and schedules are per the expiring policy or the information you have previously provided. It is your responsibility to notify us of all necessary changes to your schedules.

Information contained in this proposal is intended to provide a brief overview of coverages. It should be used for reference purposes only. It is not intended to provide a full list of policy exclusions, limitations, and conditions. The provided quotes should be reviewed for further details. Coverage afforded to you is subject to all terms, conditions, and exclusions of the bound and issued policies.

To Bind Coverage:

Please refer to the attachment document titled, "***Client Authorization to Bind Coverage***":

- Note any changes you desire to be made
- Place a check mark next to the coverage(s) you wish to accept
- Date and Sign
- Return prior to the effective date of coverage

Thank you for allowing Gallagher to service your insurance needs. We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Heather Murad

Heather Murad
Client Service Manager II

Enclosure



Woodbury County, Iowa

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Steve Schultz, AAI Area Vice President	Producer	Steve_Schultz@ajg.com	712-274-8223 (p)
Heather Murad Client Service Manager II	Client Service Manager	Heather_Murad@ajg.com	712-274-8234 (p)

Woodbury County, Iowa

Premium Summary

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

Line of Coverage		Expiring	Renewal Option
		Travelers Casualty and Surety Company of America	Travelers Casualty and Surety Company of America
Cyber Liability	Premium	\$35,775.00	\$36,750.00
	Estimated Cost*	\$35,775.00	\$36,750.00
	Change (\$) Change (%)		
Agency Bill Administration Fee		-	\$100.00
Total Cost		\$35,775.00	\$36,850.00

*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: Bond, Package (Business Auto, Umbrella, Employment Practices Liability, General Liability, Law Enforcement Liability, Public Officials Liability), Package (Business Auto, Crime, Equipment Floater - Inland Marine, Property), Package (Builders Risk, Equipment Floater - Inland Marine), Crime, Cyber Liability.

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.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

Named Insured

Named Insured	Cyber Liability
Woodbury County, Iowa	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Woodbury County, Iowa

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 ***
Cyber Liability	Travelers Casualty and Surety Company of America (A++ XV)	Recommended Quote	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.



Coverage Highlights

Cyber Liability	Recommended Quote
Policy Term	06/30/2026 – 06/30/2027
Carrier Information	Travelers Casualty and Surety Company of America
Payment Plan	Prepaid
Payment Method	Agency Bill
Premium Summary	
Cyber Liability Premium	\$36,750.00
Terrorism – TRIA (Included)	1%
Estimated Cost	\$36,750.00
Exposure	Revenues - \$70M
Auditable /Frequency	N/A
Core Cyber Liability Coverages	
CyberRisk Policy Aggregate Limit	\$3,000,000
Liability	
Privacy and Security	\$3,000,000
Payment Card Costs	\$3,000,000
Regulatory Proceedings	\$3,000,000
Breach Response	
Privacy Breach Notification	\$3,000,000
Computer and Legal Experts	\$3,000,000
Betterment	\$100,000
Cyber Extortion	\$3,000,000
Data Restoration	\$3,000,000
Public Relations	\$3,000,000
Cyber Crime	
Computer Fraud	\$100,000
Funds Transfer Fraud	\$100,000
Social Engineering Fraud	\$100,000
Telecom Fraud	\$100,000
Business Loss	
Business Interruption	\$1,000,000
Dependent Business Interruption	\$1,000,000
Dependent Business Interruption - System Failure	\$1,000,000
Dependent Business Interruption - Outsource Provider	\$1,000,000
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000
Reputation Harm	\$250,000
System Failure	\$1,000,000
Form Type	Claims-Made
Prior & Pending Litigation Date	06/30/2022
Definition of a Claim	
Refer To Policy Form	
Incident and Claim Reporting Provisions	
Refer To Policy Form	



Woodbury County, Iowa

<p>Claims Made Disclaimer</p>	<p>Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within 90 days of the expiration date. The cost of this extended reporting period is 75% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within 12 months of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions</p>
<p>Endorsements including but not limited to:</p>	
<p>Significant policy endorsements include, but are not limited to, those listed on the attached quote/policy form/endorsements.</p>	
<p>Exclusions including but not limited to:</p>	
<p>Significant policy exclusions include, but are not limited to, those listed on the attached quote/policy form/endorsements.</p>	
<p>Cyber Liability Retention</p>	
<p>Liability</p>	
<p>Privacy and Security</p>	<p>\$30,000</p>
<p>Payment Card Costs</p>	<p>Subject to Privacy and Security Retention</p>
<p>Regulatory Proceedings</p>	<p>\$30,000</p>
<p>Breach Response</p>	
<p>Privacy Breach Notification</p>	<p>\$30,000</p>
<p>Computer and Legal Experts</p>	<p>\$30,000</p>
<p>Cyber Extortion</p>	<p>\$30,000</p>
<p>Data Restoration</p>	<p>\$30,000</p>
<p>Public Relations</p>	<p>\$30,000</p>
<p>Cyber Crime</p>	
<p>Computer Fraud</p>	<p>\$10,000</p>
<p>Funds Transfer Fraud</p>	<p>\$10,000</p>
<p>Social Engineering Fraud</p>	<p>\$10,000</p>
<p>Telecom Fraud</p>	<p>\$5,000</p>
<p>Business Loss</p>	
<p>Reputation Harm</p>	<p>\$10,000</p>
<p>Wait Period:</p>	<p>12 hours</p>
<p>Defense Cost</p>	
<p>Defense costs are within the limits and may exhaust the limits of liability. Defense Costs are subject to the self-insured retention</p>	
<p>Punitive Damage</p>	
<p>Yes - Punitive, exemplary, or multiplied damages, if any, are covered only where insurable under applicable law and subject to policy terms.</p>	
<p>Other Significant Terms and Conditions / Restrictions</p>	
<p>Betterment Co-participation: 50%</p>	
<p>Period Of Indemnity: 30 days</p>	
<p>Knowledge Date: June 30, 2022</p>	
<p>Duty to Defend</p>	

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

Reporting Direct to Carrier

Coverage(s): Cyber Liability	Immediately report claims directly to:
Insurer: Travelers Casualty and Surety Company of America	Insurer Name: Travelers Casualty and Surety Company of America Phone: 1-800-842-8496
Policy Term: 06/30/2026 – 06/30/2027	

Reporting to Gallagher or Assistance in Reporting

Coverage(s): Cyber Liability	Immediately report claims directly to:
Gallagher Claim Center	Phone: 855-497-0578 Fax: 225-663-3224
Policy Term: 06/30/2026 – 06/30/2027	Email: ggb.gcrclaimscenter@ajg.com



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, Exclusions including but not limited to:, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.

3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.

4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



Woodbury County, Iowa

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “CAB”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher’s sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects’ rights, as applicable. To the extent applicable under associated data protection laws, you are a “business” or “controller” and Gallagher is a “service provider” or “data processor.” You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher’s Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.



Woodbury County, Iowa

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.



Woodbury County, Iowa

Compensation Disclosure Schedule

Client Name: Woodbury County, Iowa

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, Or Intermediary Name ¹	Est. Annual Premium ²	Gallagher U.S. Owned Wholesaler, MGA, Or Intermediary % And/or Fee
Cyber Liability	Travelers Casualty and Surety Company of America	N/A	\$36,750.00 + \$100	N/A

¹ We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

² If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- Accident & Health: 15-25%
- Aviation: 14-15%
- Contract Bonds: 20-30%
- All Other Bonds/Surety: 30-35%
- Builders Risk: 15-18%
- Property: 15-22%
- Inland Marine: 20-22.5%
- Ocean Marine: 15-17.5%
- Casualty: 14-15%
- Commercial Auto: 12.5-15%
- Package / Business Owners Package: 15-16.8%
- Workers Compensation: 8-11%
- All Other Commercial: 10-20%
- Executive/Professional Lines: 15-17.5%
- Medical Malpractice: 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Include if applicable: Gallagher Companies receive additional compensation from the carrier for services performed on behalf of the carrier which would normally be considered part of the carrier's operating expenses. These services include but are not limited to underwriting, rating and policy issuance.



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 06/30/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability Travelers Casualty and Surety Company of America
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - Cyber Liability

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.

- Increased Social Engineering Fraud Limits (additional app required)
- Flood

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

- Yes No - CORE360™ STEP
- Yes No – eRiskHub

Coverage Amendments and Notes:

Fee Breakdown:

Agency Bill Administration Fee: \$100.00

By signing below, you are acknowledging that the fee listed above is fully earned and is NOT refundable. The fee is due and payable within thirty (30) days of your execution below. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

You further acknowledge and agree that the Proposal, this Client Authorization to Bind Coverage (including this agreement concerning the above referenced fee) reflect your understanding of the services to be provided by Gallagher as they have been discussed with and fully disclosed to you, and the above fee is consistent with your understanding. Any disputes arising out of the Proposal, this Client Authorization to Bind Coverage and/or the performance of services by Gallagher shall be governed by the laws of the State of Illinois.

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, Iowa

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: _____





Wrap+®

Brad T Miller
PO Box 64094
St. Paul, MN 55102-0094
Phone: (515) 221-3608
Email: BTMILLE2@travelers.com

June 1, 2026

HEATHER MURAD
AJG RISK MGMT SERVS LLC
PO BOX 718
SIOUX CITY, IA 51102-0718

RE: Insured Name: WOODBURY COUNTY
620 DOUGLAS ST RM 701
SIOUX CITY, IA 51101-1254

Expiring Policy Number: 107659163

Policy Period: June 30, 2026 to June 30, 2027

Dear HEATHER MURAD:

On behalf of **Travelers Casualty and Surety Company of America** we are pleased to provide the attached proposal of insurance for your review.

The quotes contained in this document are valid until the expiration of your current policy, and are subject to the provision of, and Travelers' review and acceptance of, the required underwriting information noted in the Contingencies section. Travelers reserves the right to change the quotes in this document, or to refuse to bind coverage entirely, based on review of the required underwriting information or based on adverse change in the risk(s) to be insured prior to the quote expiration date noted in this document.

Please note that we require a response to this document prior to expiration of the Insured's current policy in order to facilitate policy renewal. The insured's current policy will expire and not be renewed in the absence of a request, and Travelers' agreement, to bind coverage.

Travelers is pleased to offer Risk Management PLUS+ Online®[®], the industry's most comprehensive program for mitigating your management liability exposures, which is available to you at no additional cost. Please visit www.rmplusonline.com to view the services that are available. If you have additional questions about the site please contact your Underwriter.

Travelers Casualty and Surety Company of America, a subsidiary of The Travelers Companies, Inc., has consistently earned high ratings for financial strength and claims-paying ability from independent rating services, including a current A.M. Best rating of A++*. Founded in 1853, The Travelers Companies, Inc. is a Fortune 500 company, a component of the Dow Jones Industrial Average, and a leading provider of property casualty insurance for businesses.

Thank you for considering Travelers for your client's insurance coverages. We look forward to discussing this opportunity with you.

Sincerely,

Brad T Miller
Travelers Bond & Specialty Insurance

*A.M. Best's rating of A++ applies to Travelers Casualty and Surety Company of America as well as to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of July 2023, are used with permission, and are subject to changes by the rating services. For the latest rating, access www.ambest.com.

Travelers Casualty and Surety Company of America
QUOTE OPTION #1

CYBER COVERAGE:

Liability	Limit	Retention
Privacy and Security	\$3,000,000	\$30,000
Payment Card Costs	\$3,000,000	Subject to Privacy and Security Retention
Media	Not Covered	
Regulatory Proceedings	\$3,000,000	\$30,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$3,000,000	\$30,000
Computer and Legal Experts	\$3,000,000	\$30,000
Betterment	\$100,000	
Cyber Extortion	\$3,000,000	\$30,000
Data Restoration	\$3,000,000	\$30,000
Public Relations	\$3,000,000	\$30,000
Cyber Crime	Limit	Retention
Computer Fraud	\$100,000	\$10,000
Funds Transfer Fraud	\$100,000	\$10,000
Social Engineering Fraud	\$100,000	\$10,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$1,000,000	
Dependent Business Interruption	\$1,000,000	
Dependent Business Interruption - System Failure	\$1,000,000	
Dependent Business Interruption - Outsource Provider	\$1,000,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$1,000,000	
Reputation Harm	\$250,000	\$10,000
System Failure	\$1,000,000	

Additional First Party Provisions

Accounting Costs Limit: \$25,000

Betterment Coparticipation: 50%

Period Of Restoration: 180 days

Period Of Indemnity: 30 days

Wait Period: 12 hours

Knowledge Date: June 30, 2022

P&P Date: June 30, 2022

Retro Date: N/A

TOTAL ANNUAL PREMIUM - \$36,750.00

(Other term options listed below, if available)

LIMIT DETAIL:

Shared Additional Defense Limit of Liability: N/A
CyberRisk Policy Aggregate Limit: \$3,000,000

EXTENDED REPORTING PERIOD AND RUN-OFF:

Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: 75%
Additional Months: 12

Run-Off Extended Reporting Period for Cyber Coverage:
Additional Premium Percentage: N/A
Additional Months: N/A

CLAIM DEFENSE FOR ASSOCIATION MANAGEMENT LIABILITY COVERAGE, LIABILITY COVERAGES AND/OR CYBER COVERAGE:

Duty to Defend

PREMIUM DETAIL:

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$36,750.00	\$0.00	\$0.00	\$36,750.00	\$36,750.00

POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:

AFE-15001-0620 Declarations
AFE-16001-0119 General Conditions
CYB-15001-0620 CyberRisk Declarations
CYB-16001-0620 CyberRisk Coverage
CYB-16001-TOC-0620 CyberRisk Table of Contents

ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:

AFE-19013-0119 State Inconsistency Endorsement
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
CYB-19102-0620 Dependent Business Interruption - System Failure Endorsement
CYB-19104-0620 Dependent Business Interruption - Outsource Provider Endorsement
CYB-19105-0119 Conviction Reward Endorsement
CYB-19122-0519 Vendor Or Client Payment Fraud Endorsement
CYB-19123-0519 Bricked Equipment Endorsement
CYB-19166-1020 Preservation Of Governmental Immunity - Iowa Endorsement
CYB-19189-0725 Dependent Business Interruption - Voluntary Shutdown Endorsement
CYB-19237-0925 Claims Arising From First Party Events Endorsement

CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:

This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.

None

COMMISSION: 20.00%

QUOTE NOTES:

NOTICES:

It is the agent's or broker's responsibility to comply with any applicable laws regarding disclosure to the policyholder of commission or other compensation we pay, if any, in connection with this policy or program.

Important Notice Regarding Compensation Disclosure

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, P.O. Box 2950, Hartford, CT 06104-2950.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Coverage Disclaimer:

THIS QUOTE DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OR COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY TRAVELERS. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

THE PRECEDING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS QUOTE. ANY POLICY COVERAGES, LIMITS OF

INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS QUOTE HAVE NOT BEEN AGREED TO BY TRAVELERS. PLEASE REVIEW THIS QUOTE CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR TRAVELERS REPRESENTATIVE.

Affiliate (non-Subsidiary) Coverage Disclaimer:

Regardless of the submission of information or typical availability of coverage for any entity that is not a Subsidiary of the Named Insured, **such entity is not covered by the Policy unless an endorsement is provided that specifically schedules it.** Under the Wrap+® policy, coverage is generally afforded to the following entities (unless otherwise excluded): (1) the Named Insured and (2) its majority-owned Subsidiaries. A Subsidiary is defined in each coverage part of the Wrap+® policy and the definition can vary between coverage parts. An affiliate is not defined but generally has some ownership and/or management in common with the Named Insured or its Subsidiaries (but itself is not a Subsidiary of either one). Affiliate coverage will not be considered on a blanket basis nor will an individual entity be scheduled without proper underwriting information (please contact your underwriter to discuss specific requirements). For an actual description of coverages, terms and conditions, refer to the Policy. Sample policies can be found on the travelers.com website or contact your underwriter.



**PO Box 2950
Hartford, CT 06104-2950**

June 1, 2026

WOODBURY COUNTY
620 DOUGLAS ST RM 701
SIOUX CITY, IA 51101-1254

Re: Important Information about **Claims Information Line**

Dear WOODBURY COUNTY

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.



Travelers Cyber Risk Services

Monitoring, tools and services that help to predict and prevent cyber threats – so that you can focus on growing your business, not responding to cyberattacks.

TRAVELERS CYBER POLICIES INCLUDE:

Always-On Threat Monitoring and Alerts

- Take action with same-day threat alerts that help to identify attacks before they escalate.
- Review step-by-step actions tailored to your organization.

Expert Guidance from Our In-House Cyber Risk Services Team

- Get personalized guidance to strengthen security and reduce risk.
- Maximize the effectiveness of your security investments.

24/7 Cyber Risk Dashboard

- Check your cyber exposure and view custom security recommendations anytime.
- Access a network of preferred cybersecurity vendors.

Personalized Policy Onboarding

- Meet your Travelers Cyber Risk Services team and get familiar with your service offerings.
- Review your current security report and receive actionable recommendations.

ORGANIZATIONS THAT ENGAGE WITH THESE SERVICES WERE SHOWN TO:*

- Be nearly **20%** less likely to experience a cyber breach
- See nearly **27%** lower total claim costs per cyber breach

*The frequency and severity of cyber insurance claims were found to be lower on average across all policyholder organizations that met a minimum threshold for engaging with the service offerings described above by registering their account on the Cyber Risk Dashboard

CUSTOMER STORY



Policyholder virtual private network (VPN) credentials are seen for sale on a dark web marketplace



Within minutes, Travelers has reached the policyholder and broker



VPN is taken offline to prevent the spread of an attack



Travelers helps the policyholder set up multifactor authentication (MFA) on their VPN accounts



Major ransomware attack averted, avoiding potential interruption to operations, reputational harm and an estimated \$250,000+ claim

HOW IT WORKS:

- 1. Get Started:** After your policy is issued, we'll send an email inviting you to register for the Travelers Cyber Risk Dashboard.
- 2. Onboarding Call:** Once you've registered your dashboard account, send us an email at the address below to schedule your Onboarding Call.[†]
- 3. Year-Round Support:** Schedule an eligible service from the menu below by sending us an email or going to the Risk Services page in your Dashboard.

You and your insurance representative can reach us at cyberservices@travelers.com.

Online Tools and Always-On Services	All Travelers Cyber Policyholders
Cyber Risk Dashboard	✓
External perimeter scanning	✓
Personalized alerts for emerging cyber threats	✓
Continuous dark web monitoring	✓
Cyber expert security consultations	✓ Up to 5 calls
Multifactor authentication implementation support	✓ Up to 5 calls
Self-service risk assessment	✓
Employee security awareness training	✓
Discounted vendor rates	✓
Cyber newsletters and webinars	✓

Expert Support <i>Available to policyholders with \$1M+ cyber limit and the gross annual revenue shown in each column</i>	Under \$50M Revenue	\$50-100M Revenue	\$100M+ Revenue
Policy onboarding call	✓ 30-min call	✓ 30-min call	✓ 30-min call
Meet the data breach coach	✓ 1-hr call	✓ 1-hr call	✓ 1-hr call
Post-incident consultation	✓ 1-hr call	✓ 1-hr call	✓ 1-hr call
Scan reports for third-party vendors		✓ 15 scans	✓ 15 scans
Expert NIST-based risk assessment		✓ 1-hr call	✓ 1-hr call
Incident Response Tabletop Exercise **		✓ 30-min prep call	✓ 2-hr virtual + prep call
Incident Response Planning (IRP)	Template and guide	Template and guide	✓ 1-hr call
Business Continuity Planning (BCP)	Template and guide	Template and guide	✓ 1-hr call

To access a full description of each service and its benefits [click here](#) or scan the QR code



[†]Available to policyholders with \$1M+ cyber limit

**On-site tabletops are available via third-party vendors at a reduced cost



travelers.com

Travelers Casualty and Surety Company of America and its property casualty affiliates. One Tower Square, Hartford, CT 06183

This document is provided for informational purposes only. It does not, and it is not intended to, provide legal, technical or other professional advice, nor does it amend or otherwise affect, the provisions or coverages of any insurance policy or bond issued by Travelers. The policyholder will be solely responsible for any remediation recommended or provided by Travelers. The policyholder should consult with their IT Department or professional advisers. Travelers disclaims all warranties whatsoever. Claims scenarios are based on actual claims, composites of actual claims, or hypothetical situations. Resolution amounts are approximations of both actual and anticipated losses and defense costs. Facts may have been changed to protect confidentiality.

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SPECIMEN - QUOTE 1

This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write:

**Travelers, Agency Compensation
One Tower Square
Hartford, CT 06183**

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Cap On Losses From Certified Acts Of Terrorism Endorsement

The following is added to this Policy. This provision can limit coverage for any loss arising out of a *Certified Act Of Terrorism* if such loss is otherwise covered by this Policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of *Certified Acts Of Terrorism* in another endorsement to this policy.

If aggregate insured losses attributable to *Certified Acts Of Terrorism* exceed \$100 billion in a calendar year and the Insurer has met its insurer deductible under *TRIA*, the Insurer will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of *TRIA*, to be an act of terrorism pursuant to *TRIA*. The criteria contained in *TRIA* for a *Certified Act Of Terrorism* include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to *TRIA*; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA means the federal Terrorism Risk Insurance Act of 2002 as amended.

This endorsement modifies any Coverage Part or Coverage Form included in this Policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

Federal Terrorism Risk Insurance Act Disclosure Endorsement

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is 80% of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA).

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for coverage for Insured Losses covered by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.

Authorization And Changes.

The Named Insured will act on behalf of all *Insureds* regarding the payment of premium, receipt of return premium, change of coverage, and receipt of notices of cancelation or nonrenewal. Each *Insured* agrees that they have delegated such authority to the Named Insured.

The Named Insured may change this Policy with the Insurer's consent by endorsement to this Policy. No rights or duties under this policy may be transferred or assigned without the Insurer's written consent.

Conformity To Law.

Any part of this Policy that conflicts with applicable statutory or regulatory law is changed to conform to such law. This Policy provides coverage and benefits only to the extent that it does not expose the Insurer, or any of its subsidiaries, or affiliated companies, to a trade or economic sanction, prohibition, or restriction under a U.N. resolution, trade or economic sanction, or E.U., U.K., or U.S. law or regulation.

Consent And Cooperation.

Where the Insurer's consent is required, such consent will not be unreasonably withheld. The *Insured* agrees to give all information, assistance, and cooperation the Insurer reasonably requires.

Representatives.

In the event of an *Insured Person's* death, incapacity, or bankruptcy, this Policy will afford coverage to his or her:

1. estate;
2. legal representative;
3. legal spouse, domestic partner, or party to a civil union; or
4. assignee,

but only to the extent that it would have applied to such *Insured Person*.

Suits Against The Insurer.

No person or entity has the right under this Policy to join the Insurer as a party in an action against an *Insured* to determine such *Insured's* liability, nor may the Insurer be impleaded by any *Insured*. No action will lie against the Insurer unless there has been full compliance with all the terms of this Policy.

Territory And Valuation.

This Policy applies anywhere in the world, but it does not apply to *Loss* incurred by an *Insured* residing or domiciled in a country or jurisdiction in which the Insurer is not licensed to provide this insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an *Insured Entity* incurs Foreign Loss, the Insurer will reimburse the Named Insured for such Foreign Loss because of the Named Insured's financial interest in such *Insured Entity*. If an *Insured Person* incurs Foreign Loss not indemnified by an *Insured Entity*, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such *Insured Person* and the Insurer, to the extent that doing so would not violate any applicable foreign law or regulation.

All amounts in this Policy are stated in U.S. Dollars. If amounts are due under a liability coverage and are stated in a different currency, payment will be made in U.S. Dollars at the exchange rate published in The Wall Street Journal at the time the final amount is determined.

Titles, Headings, And Defined Terms.

The titles and headings in this Policy do not affect coverage. Where appearing in this Policy, in singular or plural, words and phrases appearing in italicized type have the meaning shown in the Definitions of the applicable Coverage.

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Liability Insuring Agreements

- Privacy And Security.** The Insurer will pay *Loss* on behalf of the *Insured*, resulting from a *Claim* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Privacy And Security Act*.
- Media.** The Insurer will pay *Loss* on behalf of the *Insured*, resulting from a *Claim* that is first made during the *Policy Period*, or any applicable extended reporting period, for a *Media Act*.
- Regulatory Proceedings.** The Insurer will pay *Defense Costs* and *Regulatory Costs* on behalf of the *Insured*, resulting from a *Regulatory Proceeding* that is first commenced during the *Policy Period*, or any applicable extended reporting period, for a *Privacy And Security Act* or *Media Act*.

Breach Response Insuring Agreements

- Privacy Breach Notification.** The Insurer will reimburse, or pay on behalf of, the *Insured* for *Privacy Breach Notification Costs* resulting from an actual or suspected *Privacy Breach* that is *Discovered* during the *Policy Period*, or any extended discovery period.
- Computer And Legal Experts.** The Insurer will reimburse, or pay on behalf of, the *Insured* for *Computer And Legal Expert Costs* resulting from an actual or suspected:
 1. *Privacy Breach*;
 2. *Security Breach*; or
 3. *Cyber Extortion Threat*,
 that is *Discovered* during the *Policy Period*, or any extended discovery period.
- Betterment.** The Insurer will reimburse the *Insured* for *Betterment Costs*, following a *Security Breach* that is *Discovered* during the *Policy Period*.
- Cyber Extortion.** The Insurer will reimburse, or pay on behalf of, the *Insured* for *Cyber Extortion Costs*, resulting from a *Cyber Extortion Threat* that is *Discovered* during the *Policy Period*.
- Data Restoration.** The Insurer will reimburse, or pay on behalf of, the *Insured* for *Restoration Costs*, directly caused by a *Security Breach* that is *Discovered* during the *Policy Period*.
- Public Relations.** The Insurer will reimburse, or pay on behalf of, the *Insured* for *Public Relations Costs*, resulting from an actual or suspected:
 1. *Privacy And Security Act*; or
 2. *Media Act*,
 that is *Discovered* during the *Policy Period*, or any extended discovery period.

Cyber Crime Insuring Agreements

- Computer Fraud.** The Insurer will pay the *Insured Entity* for its direct loss of *Money*, *Securities*, or *Other Property*, directly caused by *Computer Fraud* that is *Discovered* during the *Policy Period*.
- Funds Transfer Fraud.** The Insurer will pay the *Insured Entity* for its direct loss of *Money* or *Securities*, directly caused by *Funds Transfer Fraud* that is *Discovered* during the *Policy Period*.

Social Engineering Fraud.	The Insurer will pay the <i>Insured Entity</i> for its direct loss of <i>Money</i> or <i>Securities</i> , directly caused by <i>Social Engineering Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Telecom Fraud.	The Insurer will pay the <i>Insured Entity</i> for its <i>Telecom Charges</i> , directly caused by <i>Telecom Fraud</i> that is <i>Discovered</i> during the <i>Policy Period</i> .

Business Loss Insuring Agreements

Business Interruption.	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> that is directly caused by any of the following, if <i>Discovered</i> during the <i>Policy Period</i> : <ol style="list-style-type: none">1. A <i>Security Breach</i> that results in a total or partial interruption of a <i>Computer System</i>.2. A <i>System Failure</i>, if applicable.3. The voluntary shutdown of a <i>Computer System</i> by the <i>Insured</i>, if it is reasonably necessary to minimize the <i>Loss</i> caused by a <i>Security Breach</i> or <i>Privacy Breach</i> in progress.
Dependent Business Interruption.	The Insurer will pay the <i>Insured</i> for its <i>Business Interruption Loss</i> , directly caused by an <i>IT Provider Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i> .
Reputation Harm.	The Insurer will pay the <i>Insured</i> for its <i>Reputation Harm</i> , directly caused by an <i>Adverse Media Report</i> or <i>Notification</i> that: <ol style="list-style-type: none">1. first occurs during, or within 60 days after, the <i>Policy Period</i>; and2. directly relates to a <i>Privacy Breach</i> or <i>Security Breach</i> that is <i>Discovered</i> during the <i>Policy Period</i>.

Definitions

<i>Accounting Costs.</i>	Means the reasonable fees or costs of a forensic accounting firm, incurred by the <i>Insured Entity</i> , to calculate <i>Income Loss</i> , even if such calculation shows there has been no <i>Income Loss</i> .
<i>Additional Insured.</i>	Means a person or entity, not otherwise an <i>Insured</i> , with whom the <i>Insured Entity</i> has entered into a written agreement to include as an <i>Insured</i> , but only for <i>Wrongful Acts</i> : <ol style="list-style-type: none">1. by, or on behalf of, the <i>Insured Entity</i> under such agreement; and2. that occur after the <i>Insured Entity</i> has executed such agreement.
<i>Adverse Media Report.</i>	Means any communication of an actual or potential <i>Privacy Breach</i> or <i>Security Breach</i> by a media outlet. Multiple <i>Adverse Media Reports</i> regarding the same <i>Privacy Breach</i> or <i>Security Breach</i> are deemed one <i>Adverse Media Report</i> .
<i>Approved Provider.</i>	Means a service provider approved by the Insurer in writing to the <i>Insured</i> .
<i>Automatic ERP.</i>	Means a 90-day extended reporting period starting on the effective date this Coverage is canceled or not renewed.
<i>Betterment Costs.</i>	<ol style="list-style-type: none">1. Means the reasonable costs incurred and paid by the <i>Insured</i>, with the Insurer's written consent, for hardware or software to improve a <i>Computer System</i> after a <i>Security Breach</i>, if:<ol style="list-style-type: none">a. the <i>Security Breach</i> has been stopped or contained, and resulted in covered <i>Computer And Legal Expert Costs</i>;b. the <i>Approved Provider</i> that provided computer services in response to such <i>Security Breach</i>:<ol style="list-style-type: none">i. has identified a weakness in a <i>Computer System</i> that caused, or contributed to, the <i>Security Breach</i>; andii. recommends the improvements to prevent a future <i>Security Breach</i> from exploiting such weakness; and

- c. such improvements are incurred and paid for by the *Insured* within the earlier of 90 days after:
 - i. the recommendation by the *Approved Provider*; or
 - ii. the end of the *Policy Period*.

Costs for improvements that are subject to a license, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

2. Does not include wages, benefits, or overhead of any *Insured*.

Business Interruption Loss.

1. Means:
 - a. *Income Loss* and *Extra Expense* incurred or paid by the *Insured Entity* during the *Period Of Restoration*; and
 - b. *Accounting Costs*, if the *Insured Entity's* business operations are interrupted beyond the *Wait Period*.
2. Does not include loss arising out of harm to the *Insured Entity's* reputation.

Change Of Control.

- Means when:
1. more than 50% of the Named *Insured's* assets are acquired; or
 2. the Named *Insured* is merged with, or consolidated into, another entity, and the Named *Insured* is not the surviving entity.

Claim.

- Means:
1. a written demand for monetary or nonmonetary relief, including injunctive relief, commenced by an *Insured's* receipt of such written demand;
 2. a civil proceeding, commenced by the service of a complaint or similar pleading;
 3. an arbitration, mediation, or similar alternative dispute resolution proceeding, commenced by the service of an arbitration petition or similar legal document;
 4. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding, commenced by an *Insured's* receipt of such written request; or
 5. for the Regulatory Proceedings Insuring Agreement only, a *Regulatory Proceeding*, commenced by:
 - a. the filing of charges;
 - b. the filing of an investigative order;
 - c. the service of a summons; or
 - d. the service or filing of a similar document,against an *Insured* for a *Wrongful Act*. Except under Other Conditions, Notice Of Claim, a *Claim* is deemed made when commenced.

Client.

- Means a person or entity to whom the *Insured Entity*:
1. provides goods; or
 2. performs services, for a fee, or under a written agreement.

Computer And Legal Expert Costs.

1. Means the reasonable fees or costs incurred or paid by the *Insured* for services recommended and provided by an *Approved Provider*, to:
 - a. conduct a forensic analysis to determine the existence and cause of a *Privacy Breach*, *Security Breach*, or *Cyber Extortion Threat*;
 - b. determine whose *Confidential Information* was lost or stolen; or accessed or disclosed without authorization;
 - c. contain or stop a *Privacy Breach* or *Security Breach* in progress;
 - d. certify the *Computer System* meets *Payment Card Security Standards*, if a *Security Breach Discovered* during the *Policy Period* results in noncompliance with such standards, but only for the first certification; or

	<ul style="list-style-type: none">e. provide legal services to respond to a <i>Privacy Breach</i> or <i>Security Breach</i>.
	<ul style="list-style-type: none">2. Does not include <i>Defense Costs</i> or <i>Privacy Breach Notification Costs</i>.
<i>Computer Fraud.</i>	<ul style="list-style-type: none">1. Means an intentional, unauthorized, and fraudulent entry or change of data or computer instructions, directly into or within, a <i>Computer System</i>, that:<ul style="list-style-type: none">a. is not made by an <i>Insured Person</i>, an <i>Independent Contractor</i>, or any other person under the direct supervision of the <i>Insured</i>; andb. causes <i>Money</i>, <i>Securities</i>, or <i>Other Property</i> to be transferred, paid, or delivered from inside the <i>Insured Entity's</i> premises or the <i>Insured Entity's</i> financial institution premises to a place outside of such premises.2. Does not include <i>Social Engineering Fraud</i>.
<i>Computer System.</i>	<p>Means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:</p> <ul style="list-style-type: none">1. under the operational control of, and owned by, licensed to, or leased to:<ul style="list-style-type: none">a. the <i>Insured Entity</i>; orb. an <i>Insured Person</i>, while authorized by, and transacting business on behalf of, the <i>Insured Entity</i>, except under the Betterment or Data Restoration Insuring Agreements, or any Cyber Crime Insuring Agreement; or2. operated by an <i>IT Provider</i>, but only the portion of such computer system used to provide hosted computer resources to the <i>Insured Entity</i>, except under the Betterment or Business Interruption Insuring Agreements.
<i>Confidential Information.</i>	<p>Means a third party's or <i>Insured Person's</i> private or confidential information that is in the care, custody, or control of the <i>Insured Entity</i>, or a service provider acting on behalf of the <i>Insured Entity</i>.</p>
<i>Covered Material.</i>	<ul style="list-style-type: none">1. Means content that is created or disseminated, via any form or expression, by, or on behalf of, the <i>Insured Entity</i>.2. Does not include:<ul style="list-style-type: none">a. tangible product designs; orb. content created or disseminated by the <i>Insured Entity</i> on behalf of a third party.
<i>Cyber Extortion Costs.</i>	<ul style="list-style-type: none">1. Means, with the Insurer's prior written consent:<ul style="list-style-type: none">a. <i>Ransom</i>, in direct response to a <i>Cyber Extortion Threat</i>;b. reasonable amounts incurred or paid by the <i>Insured</i> in the process of paying, or attempting to pay, <i>Ransom</i>; orc. reasonable amounts incurred or paid by the <i>Insured</i>, recommended by an <i>Approved Provider</i>, to mitigate <i>Ransom</i>.2. Does not include <i>Computer And Legal Expert Costs</i> or <i>Restoration Costs</i>.
<i>Cyber Extortion Threat.</i>	<p>Means a threat to:</p> <ul style="list-style-type: none">1. access or disclose:<ul style="list-style-type: none">a. <i>Confidential Information</i>; orb. an <i>Insured Entity's</i> information without authorization; or2. commit or continue a <i>Security Breach</i>, made against the <i>Insured Entity</i> for <i>Ransom</i>.
<i>Defense Costs.</i>	<ul style="list-style-type: none">1. Means reasonable fees and costs incurred by the Insurer, or the <i>Insured</i> with the Insurer's prior written consent, in the:<ul style="list-style-type: none">a. investigation;b. defense;c. settlement; or

	<ol style="list-style-type: none">d. appeal, of a <i>Claim</i>.2. Includes up to \$1,000 per day for loss of earnings due to an <i>Insured Person's</i> attendance in court, if at the Insurer's request.3. Does not include wages, benefits, or overhead of the Insurer or of the <i>Insured</i>.
<i>Discover, Discovered, Discovery.</i>	Means when an <i>Executive Officer</i> first becomes aware of facts that would cause a reasonable person to assume that a <i>First Party Loss</i> has been or will be incurred, regardless of when the act or acts causing or contributing to such <i>First Party Loss</i> occurred, even though the exact amount or details of such <i>First Party Loss</i> may not then be known.
<i>Employee.</i>	<ol style="list-style-type: none">1. Means a natural person while their labor is engaged and directed by the <i>Insured Entity</i>, and who is:<ol style="list-style-type: none">a. a full-time, part-time, seasonal, or temporary worker compensated directly by the <i>Insured Entity</i> through wages, salaries, or commissions;b. a volunteer, student, or intern; orc. a worker whose services have been leased to the <i>Insured Entity</i> by a labor leasing firm under a written agreement.2. Does not include any:<ol style="list-style-type: none">a. agent;b. broker;c. consignee;d. independent contractor; ore. representative, of the <i>Insured Entity</i>.
<i>Executive Officer.</i>	Means a natural person while acting as the <i>Insured Entity's</i> : <ol style="list-style-type: none">1. chief executive officer;2. chief financial officer;3. chief information security officer;4. risk manager;5. in-house general counsel; or6. the functional equivalent of 1 through 5.
<i>Extra Expense.</i>	Means reasonable costs incurred by the <i>Insured Entity</i> , with the Insurer's written consent, that: <ol style="list-style-type: none">1. result from a <i>First Party Event</i>;2. are in excess of the <i>Insured Entity's</i> normal operating costs;3. are intended to reduce <i>Income Loss</i>; and4. would not have been incurred had there been no <i>First Party Event</i>.
<i>First Party Event.</i>	<ol style="list-style-type: none">1. Means:<ol style="list-style-type: none">a. <i>Computer Fraud</i>;b. <i>Cyber Extortion Threat</i>;c. <i>Funds Transfer Fraud</i>;d. <i>IT Provider Breach</i>;e. <i>Media Act</i>;f. <i>Privacy Breach</i>;g. <i>Security Breach</i>;h. <i>Social Engineering Fraud</i>;i. <i>System Failure</i>; orj. <i>Telecom Fraud</i>.

	<ol style="list-style-type: none">2. <i>First Party Events</i> that have a common:<ol style="list-style-type: none">a. nexus;b. set of facts;c. circumstance;d. situation;e. event; orf. decision,are deemed a single <i>First Party Event</i>.
<i>First Party Insuring Agreements.</i>	Means the: <ol style="list-style-type: none">1. Breach Response Insuring Agreements;2. Business Loss Insuring Agreements; and3. Cyber Crime Insuring Agreements.
<i>First Party Loss.</i>	<ol style="list-style-type: none">1. Means:<ol style="list-style-type: none">a. <i>Betterment Costs</i>;b. <i>Business Interruption Loss</i>;c. <i>Computer And Legal Expert Costs</i>;d. <i>Cyber Extortion Costs</i>;e. <i>Money</i>;f. <i>Other Property</i>;g. <i>Privacy Breach Notification Costs</i>;h. <i>Public Relations Costs</i>;i. <i>Reputation Harm</i>;j. <i>Restoration Costs</i>;k. <i>Securities</i>; orl. <i>Telecom Charges</i>.2. Other than <i>Accounting Costs</i>, does not include amounts:<ol style="list-style-type: none">a. to establish <i>First Party Loss</i>; orb. to prepare the <i>Insured Entity's</i> Proof of Loss.
<i>Funds Transfer Fraud.</i>	<ol style="list-style-type: none">1. Means a fraudulent instruction that:<ol style="list-style-type: none">a. is electronically sent to a financial institution that is not an <i>Insured</i>, at which the <i>Insured Entity</i> maintains an account;b. directs the transfer, payment, or delivery of <i>Money</i> or <i>Securities</i> from the <i>Insured Entity's</i> account;c. is purportedly sent by the <i>Insured Entity</i>;d. is sent by someone, other than an <i>Insured</i>; ande. is sent without the <i>Insured Entity's</i> knowledge or consent.2. Does not include <i>Social Engineering Fraud</i>.
<i>Impacted Parties.</i>	Means the persons or entities whose <i>Confidential Information</i> was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorization.
<i>Income Loss.</i>	<ol style="list-style-type: none">1. Means pretax net profit the <i>Insured Entity</i> did not earn, and net loss the <i>Insured Entity</i> incurred, because of a <i>First Party Event</i>. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.2. Does not include:<ol style="list-style-type: none">a. <i>Extra Expense</i>;b. contractual penalties;

	<ol style="list-style-type: none">c. costs incurred to replace or improve a <i>Computer System</i> to a level of functionality beyond what existed prior to the <i>First Party Event</i>;d. costs incurred to identify or remediate computer system errors or vulnerabilities;e. interest or investment income; orf. loss incurred due to unfavorable business conditions not related to the <i>First Party Event</i>.
<i>Independent Contractor.</i>	Means a natural person, other than an <i>Employee</i> , while performing services for the <i>Insured Entity</i> under a written agreement.
<i>Insured.</i>	Means: <ol style="list-style-type: none">1. <i>Insured Persons</i>;2. <i>Insured Entities</i>; or3. for the Liability Insuring Agreements only, also includes <i>Additional Insureds</i>.
<i>Insured Entity.</i>	Means: <ol style="list-style-type: none">1. the Named Insured; or2. <i>Subsidiaries</i>.
<i>Insured Person.</i>	Means: <ol style="list-style-type: none">1. <i>Employees</i>;2. natural persons while:<ol style="list-style-type: none">a. officers;b. partners;c. the sole proprietor;d. in-house general counsel; ore. members of a board of directors, trustees, or governors, of the <i>Insured Entity</i>; or3. for the Liability Insuring Agreements only, also includes <i>Independent Contractors</i>.
<i>IT Provider.</i>	Means an entity while under a written agreement with the <i>Insured Entity</i> to provide it with: <ol style="list-style-type: none">1. hosted computer application services;2. cloud services or computing;3. electronic data hosting, back-up, storage, and processing;4. co-location services;5. platform-as-a-service; or6. software-as-a-service.
<i>IT Provider Breach.</i>	Means: <ol style="list-style-type: none">1. unauthorized access to;2. use of authorized access to cause intentional harm to;3. a denial-of-service attack against; or4. the introduction of a <i>Virus</i> into, an <i>IT Provider's</i> computer system, resulting in total or partial interruption.
<i>Loss.</i>	<ol style="list-style-type: none">1. Means:<ol style="list-style-type: none">a. <i>Defense Costs</i>;b. damages, judgments, settlements, or prejudgment or postjudgment interest, that an <i>Insured</i> is legally obligated to pay as a result of a <i>Claim</i>, including:<ol style="list-style-type: none">i. court awarded legal fees; and

- ii. punitive or exemplary damages, or the multiple portion of a multiplied damage award, to the extent insurable under the most favorable applicable law;
 - c. *Payment Card Contract Penalties*;
 - d. for the Regulatory Proceedings Insuring Agreement, means *Regulatory Costs*; or
 - e. for *First Party Insuring Agreements*, means *First Party Loss*.
 - 2. *Loss* does not include voluntary payments made by the *Insured* with respect to a *Claim*.
 - 3. *Loss*, other than *Defense Costs*, does not include:
 - a. civil or criminal fines, penalties, sanctions, or taxes, except for:
 - i. *Payment Card Contract Penalties*; or
 - ii. *Regulatory Costs*;
 - b. amounts uninsurable under applicable law;
 - c. restitution, return, or disgorgement of any profits;
 - d. liquidated damages in excess of the amount for which the *Insured* would be liable absent the liquidated damages provision of a contract; or
 - e. the cost of complying with injunctive or nonmonetary relief.

Media Act. Means, in *Covered Material*:

- 1. the unauthorized use of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo, or service name;
- 2. the unauthorized use of a literary or artistic format, character, or performance;
- 3. a violation of an individual's right of privacy or publicity;
- 4. defamation, libel, slander, trade libel, or other tort related to disparagement or harm to the reputation or character of any person or entity;
- 5. the misappropriation of ideas under an implied contract;
- 6. improper deep-linking or framing; or
- 7. unfair competition, when alleged in connection with 1 through 6.

Merchant Service Agreement. Means a contract between the *Insured Entity* and an acquiring bank, or other acquiring institution, that establishes the terms and conditions for accepting and processing payment card transactions.

- Money.**
- 1. Means:
 - a. currency, coins, or bank notes in circulation;
 - b. bullion;
 - c. *Virtual Currency*;
 - d. traveler's checks;
 - e. certified or cashier's checks; or
 - f. money orders.
 - 2. Does not include *Securities*.

Notification. Means written notice to *Impacted Parties* about a *Privacy Breach* or *Security Breach*. Multiple *Notifications* about the same *Privacy Breach* or *Security Breach* are deemed one *Notification*.

Optional ERP. Means an extended reporting period for the time shown in the Optional ERP Endorsement starting on the effective date this Coverage is:

- 1. canceled; or
- 2. not renewed.

Other Property. Means tangible property, other than *Money* or *Securities* that has intrinsic value.

Payment Card Contract Penalties. Means fines, penalties, or assessments imposed under a *Merchant Service Agreement* against an *Insured Entity* for noncompliance with *Payment Card Security Standards*.

<i>Payment Card Security Standards.</i>	Means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the <i>Insured Entity</i> has agreed in a <i>Merchant Service Agreement</i> .
<i>Period Of Indemnity.</i>	Means the Period Of Indemnity shown in the CyberRisk Declarations. It begins on the earlier of the date of the first: <ol style="list-style-type: none">1. <i>Notification</i>; or2. <i>Adverse Media Report</i>, whichever is earlier.
<i>Period Of Restoration.</i>	Means the period of time that begins after the <i>Wait Period</i> ends, and ends on the earlier of: <ol style="list-style-type: none">1. the expiration of the Period Of Restoration shown in the CyberRisk Declarations; or2. when the <i>Insured Entity's</i> business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the <i>First Party Event</i>.
<i>Policy Period.</i>	Means the Policy Period shown in the Declarations, which is subject to the cancelation of this Policy.
<i>Pollutant.</i>	Means a solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
<i>Potential Claim.</i>	Means conduct or circumstances that could reasonably be expected to give rise to a <i>Claim</i> .
<i>Privacy And Security Act.</i>	Means: <ol style="list-style-type: none">1. the failure to prevent a <i>Privacy Breach</i>;2. the failure to destroy <i>Confidential Information</i>;3. a violation of law, when alleged in connection with 1 or 2;4. the failure to provide <i>Notification</i> required by law;5. the failure to comply with a <i>Privacy Policy</i>;6. the unauthorized, unlawful, or wrongful collection of <i>Confidential Information</i>; or7. the failure to prevent a <i>Security Breach</i>, directly resulting in the:<ol style="list-style-type: none">a. alteration or deletion of <i>Confidential Information</i>;b. transmission of a <i>Virus</i> into a computer or network system that is not a <i>Computer System</i>;c. participation in a denial-of-service attack directed against a computer or network system that is not a <i>Computer System</i>; ord. failure to provide an authorized user with access to a <i>Computer System</i>.
<i>Privacy Breach.</i>	Means the loss or theft of, or unauthorized access to or disclosure of, <i>Confidential Information</i> .
<i>Privacy Breach Notification Costs.</i>	Means reasonable costs or fees incurred or paid by an <i>Insured Entity</i> , voluntarily or as required by agreement or law, for: <ol style="list-style-type: none">1. printing and delivering notice to;2. providing credit or identity monitoring for up to 24 months, or longer where required by law, to;3. call center services for;4. the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or5. with the Insurer's prior written consent, other services to mitigate <i>Loss</i> or provide notice to, <i>Impacted Parties</i>, if recommended and provided by an <i>Approved Provider</i>.
<i>Privacy Policy.</i>	Means the <i>Insured Entity's</i> publicly available written policies or procedures regarding <i>Confidential Information</i> .

<i>Public Relations Costs.</i>	Means reasonable costs or fees for public relations services recommended and provided by an <i>Approved Provider</i> to mitigate or prevent negative publicity.
<i>Ransom.</i>	<ol style="list-style-type: none">Means:<ol style="list-style-type: none"><i>Money</i>;<i>Securities</i>; orthe fair market value of property or services, paid or surrendered by, or on behalf of, the <i>Insured</i>.Will be valued as of the date paid or surrendered.
<i>Regulatory Costs.</i>	Means: <ol style="list-style-type: none">civil money fines;civil penalties; oramounts deposited in a consumer redress fund, imposed in a <i>Regulatory Proceeding</i>, to the extent insurable under the most favorable applicable law.
<i>Regulatory Proceeding.</i>	Means an administrative or regulatory proceeding, or a civil investigative demand, brought by a domestic or foreign governmental entity.
<i>Reputation Harm.</i>	Means damage to the <i>Insured Entity's</i> reputation incurred during the <i>Period Of Indemnity</i> that results in <i>Income Loss</i> , other than the value of: <ol style="list-style-type: none">coupons;price discounts;prizes;awards; orconsideration given by the <i>Insured</i> in excess of the contracted or expected amount.
<i>Restoration Costs.</i>	<ol style="list-style-type: none">Means the reasonable amounts incurred or paid by the <i>Insured</i>, with the Insurer's prior written consent:<ol style="list-style-type: none">to restore or recover damaged or destroyed computer programs, software, or electronic data stored within a <i>Computer System</i>, to its condition immediately before a <i>Security Breach</i>; orto determine that such computer programs, software, or electronic data cannot reasonably be restored or recovered.Does not include:<ol style="list-style-type: none">costs to recover or replace computer programs, software, or electronic data that the <i>Insured</i> did not have a license to use;costs to design, update, or improve the operation of computer programs or software;costs to recreate work product, research, or analysis; orwages, benefits, or overhead of the <i>Insured</i>.
<i>Run-Off Period.</i>	Means the period starting on the date of the <i>Change Of Control</i> to the end of the <i>Policy Period</i> .
<i>Securities.</i>	Means written agreements representing <i>Money</i> or property, other than <i>Virtual Currency</i> .
<i>Security Breach.</i>	Means: <ol style="list-style-type: none">the unauthorized access to;the use of authorized access to cause intentional harm to;a denial-of-service attack against; orthe introduction of a <i>Virus</i> into, a <i>Computer System</i>.

<i>Social Engineering Fraud.</i>	Means intentionally misleading an <i>Insured Person</i> , by providing an instruction that: <ol style="list-style-type: none">1. is not made by an <i>Insured</i>;2. is purportedly from a <i>Vendor, Client, or Insured Person</i>;3. directs the <i>Insured Person</i> to transfer, pay, or deliver <i>Money or Securities</i>;4. contains a misrepresentation of material fact; and5. is relied upon by the <i>Insured Person</i>, believing the material fact to be true.
<i>Subsidiary.</i>	Means: <ol style="list-style-type: none">1. an entity while the Named Insured owns more than 50% of the outstanding securities or voting rights representing the right to select the entity's board of directors, or functional equivalent;2. a nonprofit entity while the Named Insured exercises management control over such entity; or3. an entity while the Named Insured owns exactly 50%, as a joint venture, and while an <i>Insured Entity</i> controls the entity's management and operations under a written agreement.
<i>System Failure.</i>	Means an accidental, unintentional, and unplanned total or partial interruption of a <i>Computer System</i> , not caused by: <ol style="list-style-type: none">1. a <i>Security Breach</i>; or2. a total or partial interruption of a third party computer system or network.
<i>Telecom Charges.</i>	Means amounts charged to the <i>Insured Entity</i> for telephone services by its telephone service provider.
<i>Telecom Fraud.</i>	Means the unauthorized access to, or use of, the <i>Insured Entity's</i> telephone system by a person or entity other than an <i>Insured Person</i> .
<i>Vendor.</i>	Means a person or entity that provides goods or services to the <i>Insured Entity</i> under an agreement.
<i>Virtual Currency.</i>	<ol style="list-style-type: none">1. Means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.2. Does not include:<ol style="list-style-type: none">a. coupons;b. discounts;c. gift cards;d. rebates;e. reward points; orf. similar mediums of exchange.
<i>Virus.</i>	Means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.
<i>Wait Period.</i>	Means the Wait Period shown in the CyberRisk Declarations. It begins when a total or partial interruption to an <i>Insured Entity's</i> business operations is caused by a <i>First Party Event</i> . A separate <i>Wait Period</i> applies to each unrelated <i>First Party Event</i> .
<i>Wrongful Act.</i>	<ol style="list-style-type: none">1. Means any:<ol style="list-style-type: none">a. <i>Media Act</i>; orb. <i>Privacy And Security Act</i>.2. All <i>Wrongful Acts</i> that share a common:<ol style="list-style-type: none">a. nexus;b. set of facts;c. circumstance;

- d. situation;
 - e. event; or
 - f. decision,
- are deemed a single *Wrongful Act* that occurred at the time the first such *Wrongful Act* occurred.

Exclusions

- Assumed Liability.**
- 1. The Insurer will not pay *Loss* arising out of liability assumed by an *Insured*.
 - 2. This does not apply:
 - a. when the *Insured* would have been liable in the absence of such assumption of liability;
 - b. to a *Claim for Payment Card Contract Penalties*;
 - c. to *Privacy Breach Notification Costs*; or
 - d. to any privacy or confidentiality obligation that the *Insured* has agreed to under a *Privacy Policy* or nondisclosure agreement.
- Bodily Injury.**
- 1. The Insurer will not pay *Loss* for:
 - a. bodily injury;
 - b. sickness;
 - c. disease;
 - d. death; or
 - e. loss of consortium.
 - 2. This does not apply to:
 - a. emotional distress;
 - b. mental anguish;
 - c. humiliation; or
 - d. loss of reputation.
- Conduct.**
- 1. The Insurer will not pay *Loss* arising out of an *Insured's*:
 - a. intentionally dishonest or fraudulent act or omission; or
 - b. willful violation of law or regulation.
 - 2. This does not apply to:
 - a. *Defense Costs*; or
 - b. *Loss* other than *Defense Costs*, unless a final nonappealable adjudication in the underlying action establishes such conduct occurred.
 - 3. In applying this exclusion, knowledge or conduct of an *Insured* will not be imputed to another *Insured*, except that knowledge or conduct of an *Executive Officer* will be imputed to the *Insured Entity*.
- Cyber Crime.**
- The Cyber Crime Insuring Agreements do not apply to:
- 1. indirect or consequential loss;
 - 2. potential income, including interest and dividends, not realized by an *Insured* or *Client*;
 - 3. loss of confidential information;
 - 4. loss of intellectual property;
 - 5. loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;
 - 6. loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorized access to the *Insured's* password, PIN, or other security code;
 - 7. amounts the *Insured* incurs without a legal obligation to do so;

8. loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud Insuring Agreement;
9. loss resulting from the failure of any party to perform under any contract; or
10. loss due to any nonpayment of, or default upon, any loan, extension of credit, or similar promise to pay.

Government Action. The Insurer will not pay *Loss* arising out of:

1. seizure;
2. confiscation;
3. nationalization;
4. requisition; or
5. destruction of property,
by or under the order of domestic or foreign government authority.

Infrastructure. The Insurer will not pay *Loss* arising out of a total or partial interruption or failure of any:

1. satellite;
2. electrical or mechanical system;
3. electric, gas, water, or other utility;
4. cable, telecommunications, or Internet service provider; or
5. other infrastructure,
except when such is under the *Insured's* control.

Insured vs. Insured. 1. The Insurer will not pay *Loss* for a *Claim* brought by or on behalf of:

- a. an *Insured*; or
- b. an entity that, at the time the *Wrongful Act* occurs, or the date the *Claim* is made:
 - i. is owned, operated, or controlled by any *Insured*; or
 - ii. owns, operates, or controls any *Insured*.

2. This does not apply to a *Claim*:

- a. by an *Insured Person* for contribution or indemnity, if resulting from another covered *Claim*; or
- b. by or on behalf of an *Insured Person* or *Additional Insured* who did not commit or participate in the *Wrongful Act*.

Intellectual Property. The Insurer will not pay *Loss* arising out of an *Insured's* misappropriation, infringement, or violation of:

1. copyrighted software;
2. patent rights or laws; or
3. trade secret rights or laws.

Labor Disputes. The Insurer will not pay *Loss* under the Business Loss Insuring Agreements arising out of labor disputes.

Licensing And Royalties. The Insurer will not pay *Loss* arising out of any obligation to pay licensing fees or royalties.

Ownership Rights. The Insurer will not pay *Loss* for a *Claim* by, or on behalf of, an independent contractor, joint venturer, or venture partner arising out of disputes over ownership rights in *Covered Material*.

Physical Peril. The Insurer will not pay *Loss* arising out of:

1. fire, smoke, or explosion;
2. lightning, wind, rain, or hail;

	<ol style="list-style-type: none">3. surface water, waves, flood, or overflow of any body of water;4. earthquake, earth movement, or earth sinking;5. mudslide, landslide, erosion, or volcanic eruption;6. collapse, wear and tear, rust, corrosion, or deterioration;7. magnetic or electromagnetic fields;8. extremes of temperature or humidity; or9. any similar physical event or peril.
Pollution.	<p>The Insurer will not pay <i>Loss</i> arising out of:</p> <ol style="list-style-type: none">1. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of a <i>Pollutant</i>;2. a request, demand, order, or statutory, or regulatory requirement that an <i>Insured</i> or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess, the effects of, a <i>Pollutant</i>; or3. testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of, a <i>Pollutant</i>.
Prior Acts.	<p>The Insurer will not pay <i>Loss</i> arising out of a <i>Wrongful Act</i> that occurs prior to the Retro Date shown in the CyberRisk Declarations.</p>
Prior Matters.	<p>The Insurer will not pay <i>Loss</i> arising out of any fact, circumstance, situation, event, or <i>Wrongful Act</i>:</p> <ol style="list-style-type: none">1. that is, or reasonably would be regarded as, the basis for a <i>Claim</i> under the Liability Insuring Agreements about which any <i>Executive Officer</i> had knowledge prior to the Knowledge Date shown in the CyberRisk Declarations;2. that, prior to the Inception date shown in the Declarations, was the subject of any notice of claim, or circumstance, given by or on behalf of any <i>Insured</i> and accepted under any policy of insurance that this Coverage directly renews, replaces, or succeeds in time; or3. previously alleged in a civil, criminal, administrative, or regulatory proceeding against any <i>Insured</i> prior to the P&P Date shown in the CyberRisk Declarations.
Property Damage.	<ol style="list-style-type: none">1. The Insurer will not pay <i>Loss</i> under the Liability or Breach Response Insuring Agreements for the:<ol style="list-style-type: none">a. damage to;b. destruction of;c. loss of; ord. loss of use of,any tangible property.2. The Insurer will not pay <i>Loss</i> under the Cyber Crime or Business Loss Insuring Agreements arising out of the:<ol style="list-style-type: none">a. damage to;b. destruction of;c. loss of; ord. loss of use of,any tangible property, other than loss of <i>Other Property</i> covered under the Computer Fraud Insuring Agreement.
Securities Laws.	<p>The Insurer will not pay <i>Loss</i> arising out of:</p> <ol style="list-style-type: none">1. a violation of a securities law or regulation; or2. except under the Cyber Crime Insuring Agreements:<ol style="list-style-type: none">a. the ownership of;b. the sale or purchase of; orc. the offer to sell or purchase, stock or other securities.

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| Unlawful Collection. | <ol style="list-style-type: none">1. The Insurer will not pay <i>Loss</i> arising out of the collection of <i>Confidential Information</i> in violation of law.2. This does not apply to <i>Defense Costs</i>. |
| Unsolicited Communications. | <ol style="list-style-type: none">1. The Insurer will not pay <i>Loss</i> arising out of a violation of a law that restricts or prohibits unsolicited communications.2. This does not apply to a <i>Security Breach</i> under the Breach Response Insuring Agreements. |
| War. | <ol style="list-style-type: none">1. The Insurer will not pay <i>Loss</i> arising out of:<ol style="list-style-type: none">a. war, including undeclared or civil war;b. warlike action, including action in hindering or defending against an actual or expected attack, by any government, military force, sovereign, or other authority using military personnel or other agents; orc. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.2. This does not apply to an actual or threatened attack against a <i>Computer System</i> with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in support of 1a through 1c. |

Limits And Retentions

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| Limits Of Insurance. | <ol style="list-style-type: none">1. The most the Insurer will pay for all <i>Loss</i> is the CyberRisk Aggregate Limit shown in the CyberRisk Declarations.2. The most the Insurer will pay for all <i>Loss</i> under an Insuring Agreement is the applicable Limit for such Insuring Agreement shown in the CyberRisk Declarations; but:<ol style="list-style-type: none">a. The most the Insurer will pay for all <i>Payment Card Contract Penalties</i> is the Payment Card Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Privacy And Security Limit.b. The most the Insurer will pay for all <i>Business Interruption Loss</i> that results from a <i>System Failure</i> is the System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Business Interruption Limit.c. Payment of <i>Loss</i> under the Dependent Business Interruption Insuring Agreement and Reputation Harm Insuring Agreement is within and will reduce, the remaining Business Interruption Limit.d. The most the Insurer will pay for all <i>Accounting Costs</i> is the Accounting Costs Limit shown in the CyberRisk Declarations, which is within and will reduce the Limit for the applicable Business Loss Insuring Agreement.e. If a Betterment Coparticipation percentage is shown in the CyberRisk Declarations, such percentage of <i>Betterment Costs</i> will be paid by the <i>Insured</i>. The Insurer will pay the remaining <i>Betterment Costs</i>, up to the Betterment Limit shown in the CyberRisk Declarations.3. The most the Insurer will pay for all <i>Loss</i> with respect to an <i>Additional Insured</i> is the limit agreed to in the agreement between such <i>Additional Insured</i> and the <i>Insured Entity</i>, or the applicable Limit shown in the CyberRisk Declarations, whichever is less.4. If the CyberRisk Declarations indicates that a Shared Limit applies, the most the Insurer will pay under all Shared Coverages is the Shared Limit shown in the Shared Limit Declarations.5. Once the CyberRisk Aggregate Limit or Shared Limit is exhausted, the premium is fully earned, and all obligations of the Insurer, including any duty to defend, will cease. |
| Retention. | <ol style="list-style-type: none">1. The Insurer will only pay <i>Loss</i> once the applicable Retention shown in the CyberRisk Declarations has been paid by the <i>Insured</i>.2. Except for the Betterment Insuring Agreement, if multiple Retentions apply to: |

- a. a *Claim*;
 - b. a *First Party Event*; or
 - c. *Claims* and *First Party Events* that share a common nexus, set of facts, circumstance, situation, event, or decision,
- the *Insured* will not pay more than the amount of the largest applicable Retention.
3. The *Insured Person* is deemed indemnified by the *Insured Entity* to the extent permitted or required by law, written agreement, or the by-laws of the *Insured Entity*. For the Liability Insuring Agreements, no Retention will apply to an *Insured Person* if indemnification by the *Insured Entity* is:
 - a. not permitted by law; or
 - b. not possible due to the financial insolvency of such *Insured Entity*.
 4. The Insurer may pay any amount of Retention. In such event, the *Insured* agrees to repay the Insurer such amounts.

Other Conditions

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|------------------------------------|---|
| Allocation. | <ol style="list-style-type: none">1. Subject to Other Conditions, Settlement, if an <i>Insured</i> incurs:<ol style="list-style-type: none">a. <i>Loss</i> jointly with others who are not covered for a <i>Claim</i>; orb. <i>Loss</i> covered and loss not covered by this Coverage because a <i>Claim</i> includes both covered and uncovered matters,then the <i>Insured</i> and the Insurer will use their best efforts to allocate such amount between covered <i>Loss</i> and uncovered loss based upon the relative legal and financial exposures of the parties to covered and uncovered matters.2. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, all <i>Defense Costs</i> will be allocated to covered <i>Loss</i>. |
| Cancelation And Nonrenewal. | <ol style="list-style-type: none">1. The Insurer will cancel this Coverage only if premium is not paid when due. If nonpayment occurs, the Insurer will give at least 20 days written notice of cancelation to the Named Insured. Unless payment is received when due, this Coverage will be canceled.2. The Named Insured may cancel any part of this Coverage by giving advanced written notice to the Insurer, stating when such cancelation will be effective.3. If any part of this Coverage is canceled, the Insurer will refund the unearned premium on a pro rata basis.4. The Insurer is not required to renew this Coverage upon its expiration. If the Insurer elects not to renew, it will provide the Named Insured written notice to that effect at least 60 days before the Expiration date shown in the Declarations. |
| Change Of Structure. | <ol style="list-style-type: none">1. Under the Liability and Breach Response Insuring Agreements, if a <i>Change Of Control</i> occurs during the <i>Policy Period</i>, the coverage will continue for the <i>Run-Off Period</i>.2. Coverage during the <i>Run-Off Period</i> is only for <i>Wrongful Acts</i> or <i>First Party Events</i> occurring before such <i>Change Of Control</i>.3. Under the Cyber Crime and Business Loss Insuring Agreements, if an entity ceases to be an <i>Insured Entity</i> during the <i>Policy Period</i>, <i>First Party Loss</i> is only covered if:<ol style="list-style-type: none">a. such <i>First Party Loss</i> is sustained; andb. the applicable <i>First Party Event</i> is <i>Discovered</i>, prior to the time such entity ceased to be an <i>Insured Entity</i>.4. The Named Insured may request to extend the time of the <i>Run-Off Period</i>. |
| Claim Defense. | <ol style="list-style-type: none">1. If the CyberRisk Declarations shows that the Insurer has the duty to defend <i>Claims</i>, the Insurer:<ol style="list-style-type: none">a. has the right and duty to defend covered <i>Claims</i>, even if groundless or false;b. has the right to select defense counsel for such <i>Claims</i>; and |

- c. has no duty to defend, or to continue to defend, *Claims* after the applicable Limit has been exhausted.
2. If the CyberRisk Declarations shows that the Insurer does not have the duty to defend *Claims*:
 - a. the *Insured* has the duty to defend *Claims*;
 - b. the Insurer has the right to participate in the selection of defense counsel;
 - c. the Insurer has the right to participate in the investigation, defense, and settlement of such *Claims*;
 - d. subject to the applicable Limit, the Insurer will reimburse the *Insured* for *Defense Costs*;
 - e. upon written request, the Insurer will advance *Defense Costs*; and
 - f. advanced *Defense Costs* will be repaid to the Insurer to the extent that the *Insured* is not entitled to such payment.
3. With respect to a *Claim*, the *Insured* will not, without the Insurer's prior written consent:
 - a. make an offer to settle, or settle, a *Claim*;
 - b. admit liability; or
 - c. except at the *Insured's* own cost, make a voluntary payment, pay or incur *Defense Costs* or other expense, or assume any obligation.

Cyber Crime And Business Loss Change.

The Cyber Crime and Business Loss Insuring Agreements will end upon:

1. a *Change Of Control*; or
2. the voluntary liquidation or dissolution of the Named Insured.

ERP –Automatic.

1. The *Automatic ERP* applies without additional premium.
2. *Claims* resulting from *Wrongful Acts* that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the *Automatic ERP*. Such *Claim* is deemed reported on the last day of the *Policy Period*.
3. The most the Insurer will pay for *Loss* resulting from *Claims* reported during the *Automatic ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.

ERP –Optional.

1. The Named Insured may elect to purchase an *Optional ERP* shown in the CyberRisk Declarations for any reason other than nonpayment of premium. The *Optional ERP* will only take effect if:
 - a. the Insurer receives written notice of such election no later than 90 days after cancellation or nonrenewal; and
 - b. the additional premium for the *Optional ERP* is paid when due.
2. *Claims* or *Potential Claims* resulting from *Wrongful Acts* that occur prior to cancellation or nonrenewal can be made and reported to the Insurer during the *Optional ERP*. Such *Claim* or *Potential Claim* is deemed reported on the last day of the *Policy Period*.
3. For the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements, *First Party Loss* that results from a *First Party Event* occurring prior to cancellation or nonrenewal can be *Discovered* during the *Optional ERP*. Such *First Party Event* is deemed *Discovered* on the last day of the *Policy Period*.
4. The premium due for the *Optional ERP* is shown in the CyberRisk Declarations. Such premium is fully earned at the start of the *Optional ERP*.
5. The most the Insurer will pay for *Loss* resulting from *Claims* made, or *First Party Events Discovered*, during the *Optional ERP* is the remaining portion of the applicable Limit shown in the CyberRisk Declarations as of the effective date of cancellation or nonrenewal.
6. When the *Optional ERP* applies, it replaces the *Automatic ERP* and the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.

Extended Discovery Period.

1. For the *First Party Insuring Agreements*, the *Insured* has an extended period of time to *Discover* a *First Party Loss* arising out of a *First Party Event* that occurred prior to the effective date of cancellation. Such *First Party Event* will be deemed *Discovered* on the last day of the *Policy*

Period. This period begins on the effective date such *First Party Insuring Agreement* is canceled. It ends on the earlier of:

- a. 90 days; or
 - b. the effective date of similar coverage purchased by the *Insured*, even if such insurance does not provide coverage for loss sustained prior to its effective date.
2. When *Optional ERP* is purchased, it replaces the Extended Discovery Period for the Privacy Breach Notification, Computer And Legal Experts, and Public Relations Insuring Agreements.

Income Loss Appraisal.

If, after submission of the Proof of Loss, the Insurer and *Insured* do not agree on the amount of *Income Loss*, each party will select an appraiser. If the appraisers do not agree, they will select an umpire. Each appraiser will submit the amount of *Income Loss* to the umpire. Agreement by the umpire and at least one of the appraisers as to the amount of *Income Loss* is binding.

Each party will:

1. pay its own appraiser, except when covered as *Accounting Costs*, and
2. share the fees and costs of the umpire equally.

Notice Of Claim.

1. If an *Insured* gives the Insurer written notice of a *Potential Claim* during the *Policy Period*, or any extended reporting period, then a *Claim* subsequently arising from such *Potential Claim* will be deemed made on the last day of the *Policy Period*. Such notice must include a description of the anticipated allegations of *Wrongful Acts*, potential damages, and the names of potential claimants and *Insureds* involved.
2. Once an *Executive Officer* becomes aware that a *Claim* has been made, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable. If such *Claim* involves facts that are subject to a court order or law enforcement hold, the *Insured* must give the Insurer written notice of such *Claim* as soon as practicable once such order or hold is not in effect. Such notice must include a copy of the *Claim* or description of its particulars.
3. All notices under this section must be sent to the Insurer at an address shown in the Declarations.

Notice Of First Party Event.

1. Upon the *Discovery* of a *First Party Event*, the *Insured* must give the Insurer written notice of the particulars of such event, as soon as practicable.
2. If such *First Party Event* causes *First Party Loss* under the Cyber Crime or Business Loss Insuring Agreements in an amount more than 25% of the applicable Retention, the *Insured* must:
 - a. give the Insurer a detailed, sworn Proof of Loss within 120 days;
 - b. submit to an examination Under Oath, and give the Insurer a signed statement of the *Insured's* answers; and
 - c. notify law enforcement, if such *First Party Event* violates law.
3. Demands for payment of *First Party Loss* must be provided to the Insurer by the *Insured Entity*.
4. All notices and demands must be sent to the Insurer at an address shown in the Declarations.

Other Insurance.

1. The Breach Response and Business Loss Insuring Agreements are primary insurance.
2. The Liability and Cyber Crime Insuring Agreements are excess over, and will not contribute with, any other valid and collectible insurance available to the *Insured*. This applies even if such other insurance is stated to be primary, excess, or otherwise, unless such other insurance states by specific reference that it is excess over this Coverage.

Property Covered.

Coverage under the Cyber Crime Insuring Agreements is limited to property:

1. the *Insured Entity*:
 - a. owns;
 - b. leases; or
 - c. holds for others; or
2. for which the *Insured Entity* is legally liable, except property located inside premises of the *Insured Entity's* client or such client's financial institution.

- Recovery And Subrogation.**
1. The Insurer has no duty to recover amounts paid under this Coverage.
 2. Amounts recovered from a third party, less costs incurred in obtaining such recovery, will be applied in this order:
 - a. to the Insurer for any Retention it paid on behalf of an *Insured*;
 - b. to the *Insured* for *Loss* the Insurer did not pay because the applicable Limit was exhausted;
 - c. to the Insurer for *Loss* it paid;
 - d. to the *Insured* for any Retention it paid; and then
 - e. to the *Insured* for any uncovered loss it paid.
 3. Recoveries do not include amounts from insurance or reinsurance.
 4. The Insurer is subrogated to, and the *Insured* must transfer to the Insurer, all of the *Insured's* rights of recovery against any person or organization for *Loss* the Insurer has paid under this Coverage. The *Insured* agrees to:
 - a. execute and deliver instruments and papers;
 - b. do everything necessary to secure such rights; and
 - c. do nothing to impair or prejudice those rights.
 5. Subrogation will not apply if the *Insured*, prior to the date of a *Wrongful Act* or a *First Party Event*, waived its rights to recovery.
 6. Any of the *Insured Entity's* property that the Insurer pays for becomes the Insurer's property.
- Related Claims.** Multiple *Claims* arising out of the same *Wrongful Act* are a single *Claim* that is deemed first made on the date the earliest of such *Claims* is made, whether before or during the *Policy Period*.
- Representations.**
1. The Insurer has issued this coverage in reliance on the accuracy and completeness of the representations that the *Insured* made to the Insurer.
 2. If any such representation is untrue, and:
 - a. was material to the acceptance of the risk; and
 - b. is material to a covered *Loss*,then this coverage will not apply to such *Loss* with respect to:
 - i. an *Insured Person* who knew; or
 - ii. an *Insured Entity*, if an *Executive Officer* knew,that such representation was untrue on the Inception date shown in the Declarations.
- Settlement.** The Insurer may, with the written consent of the *Insured*, settle a *Claim*. If the Insurer and claimant agree to settle a *Claim* but the *Insured* withholds its consent, the *Insured* will be responsible for 20% of all:
1. *Defense Costs* incurred after the date the *Insured* withheld its consent; and
 2. *Loss*, other than *Defense Costs*, in excess of such settlement offer.
- Subsidiaries.** If a *Subsidiary* is acquired or created by an *Insured Entity* during the *Policy Period*, and its revenues are:
1. less than 35% of the total annual revenues of such *Insured Entity*, then it will be covered for *Wrongful Acts* or *First Party Events* that occur after its acquisition or creation; or
 2. are at least 35% of the total annual revenues of such *Insured Entity*, then it will be covered for:
 - a. *Wrongful Acts* that occur after its acquisition or creation, for *Claims* made; or
 - b. *First Party Events* that occur after its acquisition or creation and that are *Discovered* and reported,within 90 days of its acquisition or creation, or the end of the *Policy Period*, whichever is earlier. Additional coverage may be negotiated at the time of acquisition or creation.

- Suits Against The Insurer – Cyber Crime.** The *Insured Entity* may not bring any legal action against the Insurer involving a *First Party Event* covered under the Cyber Crime Insuring Agreements:
1. until 60 days after the *Insured Entity* has filed Proof of Loss; and
 2. unless such legal action is commenced within two years from the date the *Insured Entity Discovers* the *First Party Event*.
- Valuation Under First Party Insuring Agreements.**
1. *Money*, except *Virtual Currency*, is valued in the U.S. dollar equivalent determined at the rate of exchange published by The Wall Street Journal:
 - a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered*; and
 - b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss*.
 2. *Securities* are valued at market value as of the close of business on the date the *First Party Event* was *Discovered*; and at its discretion, the Insurer will:
 - a. pay the *Insured Entity* such value;
 - b. replace such *Securities* in kind, in which case the *Insured Entity* must assign to the Insurer all rights, title, and interest in such *Securities*; or
 - c. pay the cost of a Lost Securities Bond required when issuing duplicates of the *Securities*. Such Lost Securities Bond will have a penalty no more than the value of the *Securities* at the close of business on the date the *First Party Event* was *Discovered*.
 3. *Virtual Currency* is valued in the U.S. dollar equivalent determined at the rate of exchange:
 - a. for the Cyber Crime Insuring Agreements, on the date the *First Party Event* was *Discovered*; and
 - b. for the Breach Response and Business Loss Insuring Agreements, on the date of payment of *First Party Loss*.
 4. *Other Property* is valued for the lesser of:
 - a. the actual cash value of the *Other Property* on the date the *First Party Event* was *Discovered*; or
 - b. the cost to replace *Other Property* with comparable property, but only after such property is actually replaced.

There are three changes described below:

1. The following is added to the **CyberRisk Declarations**:

	Limit	Retention
Conviction Reward:	\$25,000	\$0

2. The following is added to **Cyber Crime Insuring Agreements**:

Conviction Reward. The Insurer will pay the *Insured Entity* for *Conviction Reward Costs* following a *First Party Event* that is *Discovered* during the *Policy Period*.

3. The following is added to **Definitions**:

Conviction Reward Costs. Means the reasonable amount paid by the *Insured Entity*, with the Insurer's prior written consent, for information that leads to the arrest and conviction of a natural person responsible for a *First Party Event*.

There are three changes described below:

1. The following is added to **Definitions, Extra Expense**:

Includes such reasonable costs incurred by the *Insured Entity*, with the Insurer's written consent, to replace any *Bricked Equipment* with functionally equivalent equipment, if such *Bricked Equipment* is inoperable:

1. directly as a result of a *Security Breach*; and
2. if reasonable attempts to restore such *Bricked Equipment* fail.

Such costs may include newer versions or models of such *Bricked Equipment*.

2. The following is added to **Definitions**:

Bricked Equipment. Means any inoperable computer, input, output, processing, storage, or communication device:

1. owned by;
2. leased to;
3. licensed to; or
4. under the direct operational control of, the *Insured Entity*, or an *Insured Person*, while authorized by, and transacting business on behalf of, the *Insured Entity*.

3. The following is added to **Exclusions, Property Damage 2**:

This does not apply to *Business Interruption Loss* resulting from the loss of use of a *Computer System*.

This endorsement changes the CyberRisk Coverage.

There are ten changes described below:

1. The following is added to **Cyber Crime Insuring Agreements:**

Vendor Or Client Payment Fraud.

The Insurer will pay the *Insured Entity* for *Vendor Or Client Payment Fraud Loss* that arises out of a *Security Breach* that is discovered during the Policy Period.

2. The following is added to **Definitions:**

Vendor Or Client Payment Fraud. Means an instruction that intentionally misleads a *Vendor* or *Client*, when such instruction:

1. is not made by an *Insured*;
2. is purportedly from an *Insured*;
3. directs such *Vendor* to perform services or deliver goods, or such *Client* to deliver payment to, an unintended recipient;
4. contains a misrepresentation of material fact; and
5. is relied upon by such *Vendor* or *Client*, believing the material fact to be true.

Vendor Or Client Payment Fraud Loss. Means:

1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive; directly caused by *Vendor Or Client Payment Fraud*.

3. The following is added to **Definitions, Computer Fraud:**

Does not include *Vendor Or Client Payment Fraud*.

4. The following is added to **Definitions, First Party Event:**

Includes *Vendor Or Client Payment Fraud*.

5. The following is added to **Definitions, First Party Loss:**

Includes *Vendor Or Client Payment Fraud Loss*.

6. The following is added to **Definitions, Funds Transfer Fraud:**

Does not include *Vendor Or Client Payment Fraud*.

7. The following replaces **Exclusions, Cyber Crime, 8:**

loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, provided this does not apply to the Social Engineering Fraud or the Vendor Or Client Payment Fraud Insuring Agreements.

8. The following is added to **Other Conditions, Property Covered:**

This does not apply to the Vendor Or Client Payment Fraud Insuring Agreement.

9. The following is added to **Other Conditions:**

Property Covered – Vendor Or Client Payment Fraud

Coverage under the Vendor Or Client Payment Fraud Insuring Agreement is limited to:

1. *Money* owed to the *Insured Entity* but not collected for services rendered or goods delivered to a *Client*, or
2. the amount the *Insured Entity* paid a *Vendor* for goods or services the *Insured Entity* did not receive.

10. The following is added to the Declarations:

Vendor Or Client Payment Fraud Limit
\$100,000

Vendor Or Client Payment Fraud Retention
\$10,000

This endorsement changes the CyberRisk Coverage.

There are five changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption:**

The Insurer will also pay the *Insured* for its *Business Interruption Loss*, directly caused by an *IT Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event:**

Includes an *IT Provider System Failure*.

3. The following is added to **Definitions:**

IT Provider System Failure. Means an accidental, unintentional, and unplanned total or partial interruption of an *IT Provider's* computer system not caused by an *IT Provider Breach*.

4. The following is added to **Exclusions, Property Damage, 2:**

This does not apply to *Business Interruption Loss* resulting from the loss of use of an *IT Provider's* computer system.

5. The following is added to **Limits And Retentions, Limits Of Insurance, 2:**

The most the Insurer will pay for *Business Interruption Loss* that results from an *IT Provider System Failure* is the Dependent Business Interruption - System Failure Limit shown in the CyberRisk Declarations, which is within and will reduce the Dependent Business Interruption Limit.

Dependent Business Interruption - Outsource Provider With System Failure Endorsement

This endorsement changes the CyberRisk Coverage.

There are five changes described below:

1. The following is added to **Business Loss Insuring Agreements, Dependent Business Interruption:**

Dependent Business Interruption - Outsource Provider - System Failure.

The Insurer will pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider Breach* or *Outsource Provider System Failure* that is *Discovered* during the *Policy Period*.

2. The following is added to **Definitions, First Party Event:**

Includes an *Outsource Provider Breach* and *Outsource Provider System Failure*.

3. The following are added to **Definitions:**

Outsource Provider. Means a provider, other than an *IT Provider*, that:

1. provides goods to, or performs services for, the *Insured* under a written contract; and
2. the *Insured* does not own, operate, or control.

Outsource Provider Breach. Means:

1. the unauthorized access to;
2. the use of authorized access to cause intentional harm to;
3. a denial-of-service attack against; or
4. the introduction of a *Virus* into, an *Outsource Provider's* computer system, resulting in an interruption of such computer system.

Outsource Provider System Failure. Means an accidental, unintentional, and unplanned interruption of an *Outsource Provider's* computer system not caused by an *Outsource Provider Breach*.

4. The following is added to **Exclusions, Property Damage, 2:**

This does not apply to *Business Interruption Loss* resulting from the loss of use of an *Outsource Provider's* computer system.

5. The following is added to **Limits And Retentions, Limits Of Insurance, 2:**

The most the Insurer will pay for all *Business Interruption Loss* that results from an *Outsource Provider Breach* or *Outsource Provider System Failure* is the Dependent Business Interruption - Outsource Provider - System Failure Limit shown in the CyberRisk Coverage Declarations, which is within and will reduce the Dependent Business Interruption Limit.

This endorsement changes the CyberRisk Coverage.

There are two changes described below:

1. The following is added to the **Definitions, Loss**:

Loss does not include amounts imposed by law against an *Insured* in the absence of any contract or agreement, to the extent such amounts are subject to any defense of governmental immunity under Iowa law.

2. The following is added to **Conditions**:

Preservation Of Governmental Immunity.

The purchase of this Coverage is not a waiver under Iowa Code Section 670.7, or any amendments to such section, of any governmental immunity that would be available to the *Insured* absent the purchase of this Coverage.

Dependent Business Interruption – Voluntary Shutdown Endorsement

This endorsement changes the CyberRisk Coverage.

There are two changes described below:

1. The following is added to Business Loss Insuring Agreements, Dependent Business Interruption:

The Insurer will also pay the *Insured* for its *Business Interruption Loss*, directly caused by an *IT Provider's* voluntary shutdown of its computer system, if it is reasonably necessary to minimize an *IT Provider Breach* in progress.

2. The following is added to Business Loss Insuring Agreements, Dependent Business Interruption - Outsource Service Provider:

The Insurer will also pay the *Insured* for its *Business Interruption Loss*, directly caused by an *Outsource Provider's* voluntary shutdown of its computer system, if it is reasonably necessary to minimize an *Outsource Provider Breach* in progress.

**Claims Arising From First Party Events
Endorsement**

This endorsement changes the CyberRisk Coverage.

The following is added to Other Conditions, Notice Of Claim., 1.:

Any *First Party Event* that was reported and covered by the Insurer under a Breach Response, Cyber Crime, or Business Loss Insuring Agreement is deemed to be notice of a *Potential Claim*. Any *Claim* arising out of such *Potential Claim* will be deemed made and reported when such *First Party Event* was *Discovered*.

This endorsement changes the Policy.

State Inconsistency Endorsement

State Inconsistency.

If there is inconsistency between the state changes endorsement and any other conditions of coverage, then it is agreed that, where permitted by law, the Insurer will apply those conditions that are more favorable to the *Insured*.

Issuing Company: **Travelers Casualty and Surety Company of America**

Policy Number: **107659163**

AFE-19013 Ed. 01-19

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SPECIMEN - QUOTE 1

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WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/4/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Tina Bertrand/Janet Trimpe

Wording for Agenda Item:

Abatement of Taxes 8947 35 462 013 (3815 Peters Ave)

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

In order to be more transparent, we received a court order for parcel 8947 35 462 013 (3815 Peters Ave). The court case #EQCV225283 City of Sioux City vs Benedic Pavel. The parcel had delinquent taxes for a total of \$11,704.00. This amount included delinquent taxes & a tax certificate #2024-0116 with ACC 1288 LLC as the investor. The court order specifically orders the Woodbury County Treasurer to cancel the tax certificate #2024-0116 & refund ACC 1288 LLC any monies paid and then abate all remaining taxes. The parcel should be free & clear of all taxes. Title to property awarded to the City of Sioux City. There is no financial impact to Woodbury County.

Recommendation:

Approval to cancel the tax certificate #2024-0116, refund the investor of the tax certificate payments (ACC 1288 LLC) & abate all remaining outstanding taxes.

Attachments:

8947 35 462 013

IN THE IOWA DISTRICT COURT IN AND FOR WOODBURY COUNTY

<p>CITY OF SIOUX CITY,</p> <p>Petitioner,</p> <p>v.</p> <p>BENEDIC PAVEL, deceased; PAVEL BENEDIC, deceased; WOODBURY COUNTY, IOWA; and ACC 1288, LLC;</p> <p>Respondents.</p>	<p>CASE NO. EQCV225283</p> <p>ORDER</p>
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BEFORE THE COURT is an Application for Judgment filed by Petitioner City of Sioux City.

The Court finds that his case is based on a property located at 3815 Peters Avenue, Sioux City, Iowa, the legal description of which is as follows:

The West Fifty (W 50) Feet of the South One Hundred (S 100) Feet of Lots Five (5) and Six (6) in Block Eight (8), Stone's Addition to Sioux City, in the County of Woodbury and State of Iowa.

hereinafter the "property" or the "property at issue."

The Court finds that Respondent Benedic Pavel a/k/a Pavel Benedic is deceased, and in the alternative, that said Respondent was adequately served by publication.

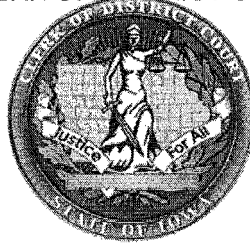
The Court further finds that Respondents Woodbury County, Iowa, and ACC 1288, LLC have been served with process, and that their time to appear and respond has passed.

The Court further finds that the property at issue is abandoned, within the meaning of Iowa Code sections 657A.1(1) and 657A.10B(4), for the reasons stated in the Application for Judgment.

IT IS THEREFORE ORDERED AS FOLLOWS:

1. All of the above.
2. Judgment is hereby entered in favor of the City and against the Respondents on the Second Amended Petition.
3. Title to the property at issue is hereby awarded to the City free and clear of all liens and encumbrances pursuant to Iowa Code section 657A.10B(5).
4. The Woodbury County Treasurer is hereby ordered to cancel tax certificate #2024-0116, refund any monies paid by Respondent ACC 1288, LLC pertaining to the property at issue, and abate all delinquent and back taxes due and owing on the property at issue.

SO ORDERED.



State of Iowa Courts

Case Number
EQCV225283
Type:

Case Title
CITY OF SIOUX CITY V. PAVEL, BENEDIC ET AL
ORDER FOR JUDGMENT

So Ordered

A handwritten signature in cursive script that reads "James N. Daane". The signature is written in black ink and is positioned above a horizontal line.

James N. Daane, District Court Judge,
Third Judicial District of Iowa

Electronically signed on 2026-04-27 16:28:42



Woodbury County - Treasurer
 822 Douglas St. Suite 102
 Sioux City, IA 51101
 (712) 279-6495

Tax Charge Information Sheet

Interest Date: 06/03/2026

SIOUX CITY CITY OF
 PO BOX 447
 405 6TH ST
 SIOUX CITY, IA 51102

Parcel Number: 894735462013 **Situs:** 3815 PETERS AVE
Owner: SIOUX CITY CITY OF **Legal:** STONES EX N 2.8 FT W 50 FT LOT 5 & W 50 FT LOT 6 BLK 8

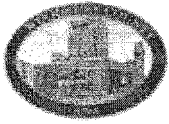
Taxes Due							
Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2024	Tax	034940	\$3,672.00	\$331.00	\$0.00	\$4.00	\$4,007.00
Total Taxes Due for Parcel Number 894735462013:			\$3,672.00	\$331.00	\$0.00	\$4.00	\$4,007.00

Tax Sale							
	Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
Tax Sale	06/17/2024	2024-0116	\$1,881.00	25	\$941.00	\$0.00	\$2,822.00
Subsequent Charge	11/19/2024	2024-0116	\$1,817.00	20	\$727.00	\$0.00	\$2,544.00
Subsequent Charge	05/16/2025	2024-0116	\$1,821.00	14	\$510.00	\$0.00	\$2,331.00
Total To Redeem for Certificate Number 2024-0116:			\$5,519.00		\$2,178.00	\$0.00	\$7,697.00

Total Due for Parcel Number 894735462013: \$11,704.00

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:	
Total Due:	\$4,007.00
Total Unpaid Tax Sale Certificates:	\$7,697.00
Grand Total Unpaid:	\$11,704.00



Woodbury County Iowa

**Certificate of purchase at tax sale number 2024-0116
Treasurer's Office, Woodbury County, State of Iowa**

I, Tina M. Bertrand, Treasurer, do hereby certify that on 17 June 2024, at the Regular tax sale publicly held on that date, the following property situated in Woodbury County was sold to:

ACC 1288 LLC
PO BOX 71036
2135 NW 108TH ST
CLIVE, IA 50325-3704

For the amount of taxes, interest and costs due and remaining unpaid.

Taxed To: SIOUX CITY CITY OF
Address: 3815 PETERS AVE

Tax District: 0087 - SIOUX CITY LL SIOUX
CITY COMM

Legal: STONES EX N 2.8 FT W 50 FT LOT 5 & W
50 FT LOT 6 BLK 8

Parcel: 894735462013

BILL NUMBER	TYPE	YEAR	FIRST HALF	SECOND HALF	INTEREST	COSTS	TOTAL
047187	Tax	2022	\$0.00	\$1,777.00	\$80.00	\$4.00	\$1,861.00

TAX SALE SUBTOTAL:	\$1,861.00
CERTIFICATE FEE:	\$20.00
TAX SALE TOTAL:	\$1,881.00

.....
This bid was for a 100.00% interest in the property.
.....

Witness my hand
June 17, 2024

Tina M. Bertrand, Treasurer
Woodbury County, Iowa

Assignment: For the payment of \$ _____ As per agreement, I hereby assign all rights, title and interest in this certificate to:

Tax ID _____

Date: _____
2024-0116

Assignor: _____

WOODBURY COUNTY, IOWA

RESOLUTION # _____

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, the City of Sioux City, Iowa is the titleholder of real estate Parcel located in Woodbury County, Iowa and legally described as follows:

Parcel # 8947 35 462 013 (3815 Peters Ave)

City of Sioux City – Stones Ex N 2.8 Ft W 50 Ft Lot 5 & W 50 Ft Lot 6 Blk 8

WHEREAS, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by the City of Sioux City; and

WHEREAS, the City of Sioux City, Woodbury County, Iowa, is failing to immediately pay the taxes due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel(s) according to the court order, case # EQCV225283, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 9th day of June , 2026.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

Michelle K. Skaff
Woodbury County Auditor/Recorder

Mark E. Nelson
Chairman

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/3/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Tina Bertrand/Janet Trimpe

Wording for Agenda Item:

Abatement of taxes for 304 N Hickory St-Smithland

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

In order to be more transparent, we received a court order for Case #EQCV22845 for City of Smithland vs Chanc W Palmer. The parcel # is 8644 26 405 003. The property is located at 304 N Hickory St in Smithland. The parcel had delinquent taxes & a tax sale certificate #2024-0088. The City of Smithland was awarded the property free & clear of all taxes in the court order. Currently the outstanding balance of delinquent taxes & tax sale certificate is \$5166.00. Please see the court order attached. There is no financial impact to Woodbury County.

Recommendation:

I am asking that all taxes be abated & the tax sale certificate #2024-00898 be cancelled and the tax sale investor be refunded their payments on the certificate. The investor is ACC 1608 LLC.

Attachments:

[Attachment 1](#) 

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

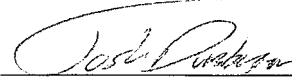
<p>CITY OF SMITHLAND, IOWA</p> <p>Petitioner,</p> <p>v.</p> <p>CHANC W. PALMER, WOODBURY COUNTY, IOWA, and ACC 1608, LLC</p> <p>Respondents.</p>	<p>CASE NO. <u>EQCV228452</u></p> <p>PETITION</p>
--	---

COMES NOW the Petitioner, City of Smithland, Iowa, and states to the Court as follows:

1. The City of Smithland is a municipality located in Woodbury County, Iowa.
2. The Respondent Chanc W. Palmer is the title holder to the property that is the subject matter of this litigation.
3. Woodbury County, Iowa, is named as a Respondent because the second half of the 2024/2025 real estate taxes remain unpaid.
4. ACC 1608, LLC, 3161 SE 22nd St., Des Moines, IA 50320 is named as Respondent because it purchased the 2022/2023, 2023/2024, and first installment of the 2024/2025 real estate taxes.
5. The property which is the subject matter of this litigation is 304 N. Hickory Street, a/k/a 304 Hickory Street N., Smithland, Iowa which is legally described as: Lots Five (5) and Six (6), in Block One (1) of R.C. Rice's Addition to Smithland, in the County of Woodbury and State of Iowa.
6. There is situated upon this property buildings which are abandoned, vacant and dilapidated within the meaning of Iowa Code Section 657A.10B(4).

WHEREFORE, Petitioner prays that the Court determine that the property is abandoned within the meaning of Iowa Code Section 657A.10B, and that the Court enter judgment against all Respondents granting title of the property to the Petitioner free and clear of all claims, liens or encumbrances.

Respectfully submitted,



Joshua C. Dunsbergen AT0016450
Thompson Law Office, LLP
4 East 2nd Street, PO Box 219
Kingsley, Iowa 51028
Telephone: 712-378-3611
Facsimile: 712-378-3622
josh@thompsonlawofficellp.com

ATTORNEY FOR PETITIONER

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

<p>CITY OF SMITHLAND, IOWA</p> <p>Petitioner,</p> <p>v.</p> <p>CHANC W. PALMER, WOODBURY COUNTY, IOWA, and ACC 1608, LLC.</p>	<p>CASE NO. <u>EQCV228452</u></p> <p>ORIGINAL NOTICE</p>
---	--

TO THE ABOVE-NAMED RESPONDENTS:

You are notified that a petition has been filed in the office of the clerk of this court naming you as the respondents in this action. A copy of the petition (and any documents filed with it) is attached to this notice. The name and address of the attorney for the petitioner is Josh Dunsbergen, Thompson Law Office, LLP, 4 East 2nd Street, P.O. Box 219, Kingsley, Iowa 51028. The attorney's phone number is (712)378-3611; facsimile number is (712)378-3622.

You are further notified that the above case has been filed in a county that utilizes electronic filing. Unless, within 20 days after service of this original notice upon you, you serve, and within a reasonable time thereafter file a motion or answer, in the Iowa District Court for Woodbury County, at the courthouse in Sioux City, Iowa, judgment by default will be rendered against you for the relief demanded in the petition. Please see Iowa Court Rules Chapter 16 for information on electronic filing and Iowa Court Rules Chapter 16, division VI regarding the protection of personal information in court filings.

If you require the assistance of auxiliary aids or services to participate in court because of a disability, immediately call your district ADA coordinator at 712-279-6035. (If you are hearing impaired, call Relay Iowa TTY at 1-800-735-2942)

IMPORTANT: YOU ARE ADVISED TO SEEK LEGAL ADVICE AT ONCE TO PROTECT YOUR INTERESTS

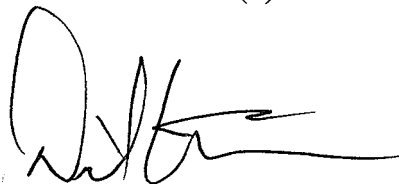
APR 15 2026

VERIFIED STATEMENT IN ACCORDANCE WITH IOWA CODE § 657A.10B(7)

1. On or about March 20, 2026, the City of Smithland, Petitioner, filed a petition under Iowa Code § 657A.10B identifying the following-described property:


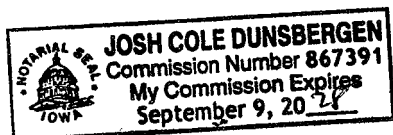
Lots Five (5) and Six (6), in Block One (1) of R.C. Rice's Addition to Smithland, in the County of Woodbury and State of Iowa.

2. Said property is locally known as 304 N. Hickory Street, a/k/a 304 Hickory Street N., Smithland, Iowa, 51056.
3. There is situated upon this property buildings which are abandoned, vacant and dilapidated within the meaning of Iowa Code Section 657A.10B(4).



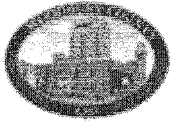
Dave Christensen, City Inspector

Signed and sworn to (or affirmed) before me on April 15, 2026, by Dave Christensen.



Signature of Notary Public

Pursuant to Iowa Code § 657A.10B(7), upon receipt of the petition and this verified statement, please make an entry in the county system canceling the sale of the property and refund the purchase money to the holder of the tax sale certificate.



Woodbury County - Treasurer
 822 Douglas St. Suite 102
 Sioux City, IA 51101
 (712) 279-6495

Tax Charge Information Sheet

Interest Date: 06/03/2026

SMITHLAND CITY OF
 PO BOX 187
 110 W JACKSON ST
 SMITHLAND, IA 51056-0187

Parcel Number: 864426405003 **Situs:** 304 HICKORY ST N
Owner: SMITHLAND CITY OF **Legal:** RICES ADDN LOTSS-6 BLK1

Taxes Due

Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2024	Tax	060503	\$669.00	\$30.00	\$0.00	\$4.00	\$703.00
Total Taxes Due for Parcel Number 864426405003:			\$669.00	\$30.00	\$0.00	\$4.00	\$703.00

Tax Sale

	Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
Tax Sale	06/17/2024	2024-0088	\$1,242.00	25	\$621.00	\$0.00	\$1,863.00
Subsequent Charge	11/19/2024	2024-0088	\$670.00	20	\$268.00	\$0.00	\$938.00
Subsequent Charge	05/16/2025	2024-0088	\$674.00	14	\$189.00	\$0.00	\$863.00
Subsequent Charge	11/22/2025	2024-0088	\$689.00	8	\$110.00	\$0.00	\$799.00
Total To Redeem for Certificate Number 2024-0088:			\$3,275.00		\$1,188.00	\$0.00	\$4,463.00

Total Due for Parcel Number 864426405003: \$5,166.00

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:		
	Total Due:	\$703.00
Total Unpaid Tax Sale Certificates:		\$4,463.00
Grand Total Unpaid:		\$5,166.00



Woodbury County Iowa

**Certificate of purchase at tax sale number 2024-0088
Treasurer's Office, Woodbury County, State of Iowa**

I, Tina M. Bertrand, Treasurer, do hereby certify that on 17 June 2024, at the Regular tax sale publicly held on that date, the following property situated in Woodbury County was sold to:

ACC 1608 LLC
PO BOX 71036
2135 NW 108TH ST
CLIVE, IA 50325-3704

For the amount of taxes, interest and costs due and remaining unpaid.

Taxed To: SMITHLAND CITY OF
Address: 304 HICKORY ST N

Tax District: 0073 - SMITHLAND LL
WESTWOOD COMM

Legal: RICES ADDN LOTS5-6 BLK1

Parcel: 864426405003

BILL NUMBER	TYPE	YEAR	FIRST HALF	SECOND HALF	INTEREST	COSTS	TOTAL
050019	Tax	2022	\$559.00	\$559.00	\$100.00	\$4.00	\$1,222.00

TAX SALE SUBTOTAL: \$1,222.00
 CERTIFICATE FEE: \$20.00
 TAX SALE TOTAL: \$1,242.00

.....
This bid was for a 100.00% interest in the property.
.....

Witness my hand
June 17, 2024

Tina M. Bertrand, Treasurer
Woodbury County, Iowa

Assignment: For the payment of \$ _____ As per agreement, I hereby assign all rights, title and interest in this certificate to:

Tax ID _____

Date: _____
2024-0088

Assignor: _____



Woodbury County - Treasurer
 822 Douglas St. Suite 102
 Sioux City, IA 51101
 (712) 279-6495

Tax Charge Information Sheet

Interest Date: 06/03/2026

SMITHLAND CITY OF
 PO BOX 187
 110 W JACKSON ST
 SMITHLAND, IA 51056-0187

Parcel Number: 864426405003 **Situs:** 304 HICKORY ST N
Owner: SMITHLAND CITY OF **Legal:** RICES ADDN LOTSS-6 BLK1

Taxes Due

Year	Type	Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
2024	Tax	060503	\$669.00	\$30.00	\$0.00	\$4.00	\$703.00
Total Taxes Due for Parcel Number 864426405003:			\$669.00	\$30.00	\$0.00	\$4.00	\$703.00

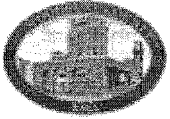
Tax Sale

	Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
Tax Sale	06/17/2024	2024-0088	\$1,242.00	25	\$621.00	\$0.00	\$1,863.00
Subsequent Charge	11/19/2024	2024-0088	\$670.00	20	\$268.00	\$0.00	\$938.00
Subsequent Charge	05/16/2025	2024-0088	\$674.00	14	\$189.00	\$0.00	\$863.00
Subsequent Charge	11/22/2025	2024-0088	\$689.00	8	\$110.00	\$0.00	\$799.00
Total To Redeem for Certificate Number 2024-0088:			\$3,275.00		\$1,188.00	\$0.00	\$4,463.00

Total Due for Parcel Number 864426405003: \$5,166.00

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:		
	Total Due:	\$703.00
Total Unpaid Tax Sale Certificates:		\$4,463.00
Grand Total Unpaid:		\$5,166.00



Woodbury County Iowa

**Certificate of purchase at tax sale number 2024-0088
Treasurer's Office, Woodbury County, State of Iowa**

I, Tina M. Bertrand, Treasurer, do hereby certify that on 17 June 2024, at the Regular tax sale publicly held on that date, the following property situated in Woodbury County was sold to:

ACC 1608 LLC
PO BOX 71036
2135 NW 108TH ST
CLIVE, IA 50325-3704

For the amount of taxes, interest and costs due and remaining unpaid.

Taxed To: SMITHLAND CITY OF
Address: 304 HICKORY ST N

Tax District: 0073 - SMITHLAND LL
WESTWOOD COMM

Legal: RICES ADDN LOTS5-6 BLK1

Parcel: 864426405003

BILL NUMBER	TYPE	YEAR	FIRST HALF	SECOND HALF	INTEREST	COSTS	TOTAL
050019	Tax	2022	\$559.00	\$559.00	\$100.00	\$4.00	\$1,222.00

TAX SALE SUBTOTAL: \$1,222.00
 CERTIFICATE FEE: \$20.00
 TAX SALE TOTAL: \$1,242.00

.....
This bid was for a 100.00% interest in the property.
.....

Witness my hand
June 17, 2024

Tina M. Bertrand, Treasurer
Woodbury County, Iowa

Assignment: For the payment of \$ _____ As per agreement, I hereby assign all rights, title and interest in this certificate to:

Tax ID _____

Date: _____
2024-0088

Assignor: _____

WOODBURY COUNTY, IOWA

RESOLUTION # _____

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, the City of Smithland, Iowa is the titleholder of real estate Parcel # located in Woodbury County, Iowa and legally described as follows:

Parcel # 8644 26 405 003 (304 N Hickory St)

City of Smithland, Rices Addn Lots 5-6, Block 1

WHEREAS, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by the City of Smithland; and

WHEREAS, the City of Smithland, Woodbury County, Iowa, is failing to immediately pay the taxes due; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel(s) according to the court order, case # EQCV228452, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

SO RESOLVED this 9th day of June , 2026.

ATTEST:

WOODBURYCOUNTYBOARD OF SUPERVISORS

Michelle K. Skaff
Woodbury County Auditor/Recorder

Mark E. Nelson
Chairman

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/3/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Tina Bertrand/Janet Trimpe

Wording for Agenda Item:

Abatement of taxes for Mobile Home

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

1972 New Moon mobile home - vin XGA226822 - owner was Kelsey Mae Irely This mobile home has outstanding taxes of \$1848.00. This included a tax sale certificate #2022-771 to Woodbury County A court order awarded the ownership to Tallview Terrace MHP and the mobile home was destroyed. A junking certificate was issued on 5-13-26 under Yes Homesales EXP LLC.

Recommendation:

Please approve the abatement of taxes for this home & cancellation of the Woodbury County Tax Certificate #2022-771. These taxes are uncollectable or impractical to pursue collection.

Attachments:

[XGA226822](#) 

Approved by Board of Supervisors on March 17, 2026

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

TALLVIEW TERRACE,

Plaintiff,

v.

KELSEY MAE IREY, JAMES CHAPMAN
Defendants.

Case No. SCCV197510

ORDER

THE COURT FINDS THAT this matter came on for hearing on July 29, 2021, as scheduled. The Plaintiff appeared through counsel. The Defendant did not appear, either personally or through any representative. The Court Attendant called Defendant's name. No third party asserted a claim to the property in question. The Court reviewed the file and documents provided by the Plaintiff and finds that an order of abandonment should be entered in favor of the Plaintiff.

IT IS NOW ORDERED that a judgment is entered in favor of the Plaintiff and against the Defendant as follows:

1. The mobile home owned by Kelsey Mae IreY and James Chapman, located at 3290 N Martha St, Lot 193, Sioux City, Iowa, has been abandoned on the Plaintiff's property.
2. Pursuant to Iowa Code Section 555B.9, the Plaintiff is entitled to sell, dispose of, or retain the abandoned property. Proceeds from any sale will be allocated in accordance with Section 555B.9(3). Retention shall discharge this judgment for abandonment and any tax lien that may exist, pursuant to 555B.9(4).
3. No further notice to the Defendant or the Woodbury County Treasurer is required.

Appeal bond set in the amount of \$1,500.00.

Tax Charge Information Sheet

Interest Date: 06/03/2026



Woodbury County - Treasurer
 822 Douglas St. Suite 102
 Sioux City, IA 51101
 (712) 279-6495

YES HOMESALES EXP LLC
 3290 N MARTHA ST LOT 203
 SIOUX CITY, IA 51105

Parcel Number: XGA226822 **Situs:**
Owner: YES HOMESALES EXP LLC **Legal:** NEW MOON 1972 Title #970151767 Park: 004 - 3290 N MARTHA ST-
 TALLVIEW Lot 193

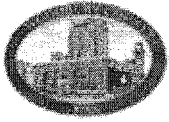
Taxes Due		Bill Number	Tax	Interest	Penalty	Additional Costs	Total Due
Year	Type						
2023	Tax	003139	\$138.00	\$87.00	\$0.00	\$4.00	\$229.00
2024	Tax	004159	\$138.00	\$62.00	\$0.00	\$4.00	\$204.00
2025	Tax	005651	\$138.00	\$38.00	\$0.00	\$4.00	\$180.00
2026	Tax	006906	\$138.00	\$12.00	\$0.00	\$4.00	\$154.00
Total Taxes Due for Parcel Number XGA226822:			\$552.00	\$199.00	\$0.00	\$16.00	\$767.00

Tax Sale		Date	Certificate#	Tax	# of Months	Interest	Service Fee	Total Due
County Held		06/20/2022	2022-00771	\$546.00	49	\$535.00	\$0.00	\$1,081.00
Total To Redeem for Certificate Number 2022-00771:				\$546.00		\$535.00	\$0.00	\$1,081.00

Total Due for Parcel Number XGA226822: \$1,848.00

Tax Charge Summary for 1 Parcel

Total Unpaid Charges:	
Total Due:	\$767.00
Total Unpaid Tax Sale Certificates:	\$1,081.00
Grand Total Unpaid:	\$1,848.00



Woodbury County Iowa

Certificate of purchase at tax sale number 2022-0771
Treasurer's Office, Woodbury County, State of Iowa

I, Tina M. Bertrand, Treasurer, do hereby certify that on 20 June 2022, at the Public Bidder tax sale publicly held on that date, the following property situated in Woodbury County was sold to:

WOODBURY COUNTY
620 DOUGLAS ST
SIOUX CITY, IA 51101

For the amount of taxes, interest and costs due and remaining unpaid.

Taxed To: YES HOMESALES EXP LLC

Tax District: 0087 - SIOUX CITY LL SIOUX CITY COMM

Address:

Legal: NEW MOON 1972 Title #97AF11089 Park: 004 - 3290 N MARTHA ST-TALLVIEW Lot

Parcel: XGA226822

Table with 8 columns: BILL NUMBER, TYPE, YEAR, FIRST HALF, SECOND HALF, INTEREST, COSTS, TOTAL. Rows include tax entries for years 2020, 2021, and 2022.

TAX SALE SUBTOTAL: \$526.00
CERTIFICATE FEE: \$20.00
TAX SALE TOTAL: \$546.00

This bid was for a 100.00% interest in the property.

Witness my hand
June 20, 2022

Tina M. Bertrand, Treasurer
Woodbury County, Iowa

Assignment: For the payment of \$ _____ As per agreement, I hereby assign all rights, title and interest in this certificate to:

Tax ID _____

Date: 2022-0771

Assignor: _____

INVENTORY #193

JUNKING CERTIFICATE

Certificate No. **970151767**

County **Woodbury**

Issue Date **05/13/2026**

VIN **XGA226822**

Type **Mobile Home**

Year	1972	Make	New Moon	Model		Style	Mobile Home
Cyl.		Fuel		Weight		GVWR	
Color	Brown / Cream			LP.		Sq. Ft.	868

Owner(s)

**YES Homesales Exp LLC
3290 Martha St Trlr 203
Sioux City IA 511052230**

	Fee	Penalty
Title Fees	\$0.00	\$0.00
Totals	\$0.00	\$0.00

Prev. Title No./ST **97AF11089 / IA**

Date of Sale: _____
 Buyer: _____
 Buyer's Address: _____
 Seller's Signature: _____

NOTE:

The person or persons who obtained the first Junking Certificate are the only persons allowed to request the title to this vehicle to be reinstated. After the 14 days, NO FURTHER TITLING OF THIS VEHICLE IS ALLOWED, except if the vehicle is 25 years old or older, the owner may make application for a title under the bonding procedure as provided in section 321.24.

Witness My Hand

Tina M Bertrand
County Treasurer

By: *Tina Guerrero* Deputy

TGUE



WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Yes Homesales Exp is the titleholder of a mobile home

VIN # XGA226822 located in Woodbury County, Iowa and legally described as follows:

VIN # XGA226822 Year/Model 1972 New Moon

WHEREAS, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Yes Homesales Exp.

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

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

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

SO RESOLVED this 9 day of June, 2026.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle K. Skaff

Woodbury County Auditor/Recorder

Mark E. Nelson

Chairman

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/4/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Heather Satterwhite - Public Bidder

Wording for Agenda Item:

Public hearing and sale of property parcel #894729406018 (aka 121 Market Street)

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time: 4:35 p.m.

Reviewed by County Attorney's Office:

Background & Financial Impact:

Notice of Property Sale Resolution was approved at the May 26th meeting, setting the hearing date for Tuesday, June 9th at 4:35 p.m. Minimum bid is set at \$627.

Recommendation:

Hold public hearing for sale of property parcel #894729406018 (aka 121 Market Street).

Attachments:

[Resolution/Min Bid Information](#) 

Approved by Board of Supervisors on March 17, 2026

RESOLUTION

NOTICE OF PROPERTY SALE

Parcels #894729406018

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

**Lot Eighteen (18) & the East ½ of Lot Nineteen (19) Block Nineteen (19) Sioux City Addition to Sioux City, in the County of Woodbury and State of Iowa
(121 Market 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 **9th Day of June, 2026 at 4:35 o'clock p.m.** in the basement of the
Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a
public auction to be held on the **9th Day of June, 2026**, 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 \$627.00** 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 26th Day of May, 2026.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Michelle K. Skaff, Ph.D.
Woodbury County Auditor
and Recorder

Mark E. Nelson, Chairman

REQUEST FOR MINIMUM BID

Name: Antonio Garcia

Date: 1/29/25

Address: 125 Market St.

Phone: 712-710-2375

Address or approximate address/location of property interested in:

121 Market St.

GIS PIN # 894729406018

This portion to be completed by Board Administration

Legal Description:

Lot 18 3/4 tr E 1/2 Lot 19
Block 19 Sioux City Addition,
Woodbury County, Iowa

Tax Sale #/Date: #1328 6/18/07

Parcel # _____

Tax Deeded to Woodbury County on: 12/23/25

only

Current Assessed Value: Land \$8,700 Building 0 Total \$8,700

Approximate Delinquent Real Estate Taxes: \$16,552

Approximate Delinquent Special Assessment Taxes: \$15,354

*Cost of Services: \$127

Inspection to: Daw Bittinger

Date: 1/29/25

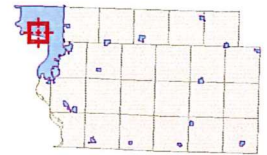
Minimum Bid Set by Supervisor: \$500 David A. Bittinger Total: \$627

Date and Time Set for Auction: Tuesday, June 9th @ 4:30 p.m.

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



Overview



Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

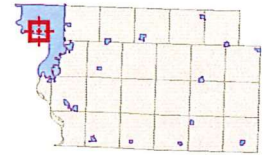
Parcel ID	894729406018	Alternate ID	5236	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	121 MARKET ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN LOT 18 & E 1/2 LOT 19 BLK 19				
	(Note: Not to be used on legal documents)				

Date created: 5/21/2026
 Last Data Uploaded: 5/20/2026 10:02:25 PM

BeaconTM Woodbury County, IA / Sioux City



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894729406018	Alternate ID	5236	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	121 MARKET ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	SIOUX CITY ADDN LOT 18 & E 1/2 LOT 19 BLK 19				
	(Note: Not to be used on legal documents)				

Date created: 5/21/2026
 Last Data Uploaded: 5/20/2026 10:02:25 PM

Developed by  **SCHNEIDER**
 GEOSPATIAL

WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/3/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Daniel J. Priestley

Wording for Agenda Item:

a. Receive the final report and recommendation from the Zoning Commission following their 5/27/26, special meeting to approve a Zoning Ordinance Map Amendment (Rezone) from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District on Parcel #874727200011 for William J. Smith (2634 Buchanan Avenue, Salix, IA 51052). b. Conduct the First Public Hearing on the said proposed Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #874727200011. c. Approve the First Reading of the said Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #874727200011.

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time: 4:40 PM

Reviewed by County Attorney's Office:

Background & Financial Impact:

The applicant, William J. Smith, has submitted an application requesting a Zoning Ordinance Map Amendment (Rezone) for a 16.96-acre property identified as Parcel #874727200011, located at 2634 Buchanan Ave., Salix, IA 51052 (Liberty Township - T87N R47W, Section 27, SW 1/4 & NW 1/4 of the NE 1/4). The request is to change the zoning designation from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. The Woodbury County Zoning Commission reviewed the application during a special meeting on May 27, 2026, and has forwarded a final report and affirmative recommendation (4-0) vote for approval. Per public notice requirements, additional hearings are tentatively scheduled for June 16, 2026, and

June 23, 2026, unless waived by the Board pursuant to Iowa Code Section 331.302. Financial Impact: None. Report enclosed.

Recommendation:

a. Receive the final report and recommendation from the Zoning Commission following their 5/27/26, special meeting to approve a Zoning Ordinance Map Amendment (Rezone) from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District on Parcel #874727200011 for William J. Smith (2634 Buchanan Avenue, Salix, IA 51052). b. Conduct the First Public Hearing on the said proposed Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #874727200011. c. Approve the First Reading of the said Zoning Ordinance Map Amendment (Rezone) from AP to AE on Parcel #874727200011.

Attachments:

[Attachment 1](#) 

Approved by Board of Supervisors on March 17, 2026

NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR A ZONING ORDINANCE MAP AMENDMENT (REZONE) FROM THE AGRICULTURAL PRESERVATION (AP) ZONING DISTRICT TO THE AGRICULTURAL ESTATES (AE) ZONING DISTRICT

The Woodbury County Board of Supervisors will conduct public hearings and ordinance readings to consider the proposed zoning ordinance map amendment (rezone), as detailed below, on Tuesday, June 9, 2026, at 4:40 PM, Tuesday, June 16, 2026, at 4:40 PM, and Tuesday, June 23, 2026, at 4:40 PM, or as soon thereafter as the matter may be heard. Pursuant to Iowa Code Section 331.302, the Board of Supervisors may waive the second and third hearings and readings if deemed appropriate.

These hearings and ordinance readings will take place in the Board of Supervisors' meeting room, located in the basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa. Interested individuals may attend in person to provide comments.

Copies of the proposed amendments are available for public inspection at the Woodbury County Auditor's Office, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa during normal business hours of Monday through Friday, 8:00 AM to 4:30 PM. If adopted, the ordinance will become effective upon publication of this summary or the complete text of the ordinance following final passage by the Board of Supervisors, unless a subsequent effective date is specified in the ordinance.

Written comments may be submitted by mail or email to: Woodbury County Community and Economic Development (Planning and Zoning), 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101, or to Daniel Priestley at dpriestley@woodbury-countyiowa.gov. For inquiries, contact Daniel Priestley at 712-279-6609.

All individuals wishing to provide input are encouraged to attend and participate in the scheduled hearing(s).

CONSIDERATION OF A ZONING ORDINANCE MAP AMENDMENT (REZONE) FROM THE AGRICULTURAL PRESERVATION (AP) ZONING DISTRICT TO THE AGRICULTURAL ESTATES (AE) ZONING DISTRICT

TITLE: A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE

Pursuant to Section 335 of the Code of Iowa, the Woodbury County Board of Supervisors will hold public hearings as referenced above to consider an application for a zoning ordinance map amendment (rezone) to the Woodbury County Zoning Ordinance and Map for the unincorporated area of Woodbury County, Iowa. The application, submitted by William J. Smith, requests rezoning of the property located at 2634 Buchanan Ave., Salix, IA 51052, with a mailing address of 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

The proposal is to rezone the 16.96-acre property identified as Parcel #874727200011, located in T87N R47W (Liberty Township), in the Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 27, from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. The property lies on the east side of Buchanan Avenue and the west side of the Union Pacific Railroad property and Old Highway 75, just south of where those roads meet, and approximately 1,100 feet south of the intersection of 260th Street and Old Highway 75. The said property is more particularly described as follows:

Part of the Northeast Quarter (NE ¼) of Section Twenty-seven (27), Township Eighty-seven (87) North, Range Forty-seven (47), West of the 5th P.M., Woodbury County, Iowa, described as follows: Beginning at the Southwest (SW) corner of said Northeast Quarter (NE ¼); thence North Zero Degrees Twelve Minutes Twenty-two Seconds (N 00°12'22") West along the West line of said Northeast Quarter (NE ¼) for One Thousand Seven Hundred Twenty-three and Ninety-five Hundredths Feet (1,723.95') to the Westerly right of way line of the Union Pacific Railroad, thence South Twenty-eight Degrees Five Minutes Fifty-one Seconds (S 28°05'51") East along said Westerly right of way line for One

Feet (1,970.67') to the South line of said Northeast Quarter (NE ¼); thence North Eighty-nine Degrees Six Minutes Zero Seconds (N 89°06'00") West along said South line for Nine Hundred Twenty-two and Four Hundredths Feet (922.04') to the point of beginning. Containing 18.24 acres including County right of way and 16.96 acres excluding said right of way. Note: The West line of said NE ¼ is assumed to bear N 00°12'22" W.

This zoning ordinance map amendment does not impose any new fines, penalties, forfeitures, fees, or taxes beyond those already in the existing zoning ordinance.

Property Owner(s): William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052. Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

Petitioner Applicant(s): William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052. Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108. GOL-IA-503294

**DRAFT – SUBJECT TO CHANGES THROUGHOUT THE
PUBLIC HEARINGS AND READINGS PROCESS**

ORDINANCE NO. ____

**A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT
TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE**

WHEREAS the Board of Supervisors of Woodbury County, Iowa, adopted a Zoning Ordinance on July 22, 2008, by Resolution No. 10,455 being recorded in the Office of the Woodbury County Recorder, and

WHEREAS the Woodbury County Board of Supervisors has received a report in respect to amending the said Ordinance from the Woodbury County Zoning Commission which held a public hearing on the amendment; all as by law provided. Which the amendment is attached hereto marked item One (1), and hereby made a part hereof; and

WHEREAS the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearings on said amendment, all as by law provided; and

WHEREAS the Woodbury County Board of Supervisors has concluded that the said ordinance shall amend the aforesaid Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning District is amended as shown on said attached item One (1); and the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this ____ day of _____, 2026.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Mark Nelson, Chairman

David Dietrich, Vice-Chairman

Daniel Bittinger II

Attest:

Kent Carper

Michelle K. Skaff, Woodbury County Auditor

Matthew Ung

Adoption Timeline:

Date of Public Hearing and First Reading _____

Date of Public Hearing and Second Reading _____

Date of Public Hearing and Third Reading _____

Date of Adoption _____

Published/Effective Date _____

**DRAFT – SUBJECT TO CHANGES THROUGHOUT THE
PUBLIC HEARINGS AND READINGS PROCESS**

ITEM ONE (1)

Property Owner(s): William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052.
Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

Petitioner Applicant(s): William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052. Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

Pursuant to Section 2.02:4 of the Woodbury County Zoning Ordinance, and in accordance with Section 335 of the Code of Iowa, the Woodbury County Zoning Commission held a public hearing on **May 27, 2026**, to review and make a recommendation for amendments to the Woodbury County Zoning Ordinance and Mapping for the unincorporated area of Woodbury County, Iowa as follows:

Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District for the 16.96-acre property identified as Parcel #874727200011, located in T87N R47W (Liberty Township), in the Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 27, from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. The property lies on the east side of Buchanan Avenue and the west side of the Union Pacific Railroad property and Old Highway 75, just south of where those roads meet, and approximately 1,100 feet south of the intersection of 260th Street and Old Highway 75. The said property is more particularly described as follows:

Part of the Northeast Quarter (NE ¼) of Section Twenty-seven (27), Township Eighty-seven (87) North, Range Forty-seven (47), West of the 5th P.M., Woodbury County, Iowa, described as follows: Beginning at the Southwest (SW) corner of said Northeast Quarter (NE ¼); thence North Zero Degrees Twelve Minutes Twenty-two Seconds (N 00°12'22") West along the West line of said Northeast Quarter (NE¼) for One Thousand Seven Hundred Twenty-three and Ninety-five Hundredths Feet (1,723.95') to the Westerly right of way line of the Union Pacific Railroad, thence South Twenty-eight Degrees Five Minutes Fifty-one Seconds (S 28°05'51") East along said Westerly right of way line for One Thousand Nine Hundred Seventy and Sixty-seven Hundredths Feet (1,970.67') to the South line of said Northeast Quarter (NE¼); thence North Eighty-nine Degrees Six Minutes Zero Seconds (N 89°06'00") West along said South line for Nine Hundred Twenty-two and Four Hundredths Feet (922.04') to the point of beginning. Containing 18.24 acres including County right of way and 16.96 acres excluding said right of way. Note: The West line of said NE ¼ is assumed to bear N 00°12'22" W.

Woodbury County Planning and Zoning

Report on a Zoning Ordinance Map Amendment (Rezone) Application (6/3/26)

Application Details

Date: February 2, 2026

Applicant Information

William J. Smith
5309 Hwy 75 N, Lot 44
Sioux City, IA 51108

Owner Information

William J. Smith
5309 Hwy 75 N, Lot 44
Sioux City, IA 51108

Property Information

Address: 2634 Buchanan Avenue
City: Salix
State: Iowa
Zip: 51052
Parcel Number: 874727200011
Township and Range: T87N R47W (Liberty)
Section: 27
Current Use: Agricultural
Proposed Use: House
Current Zoning: Agricultural Preservation (AP)
Proposed Zoning: Agricultural Estates)
Average Crop Suitability Rating: 77.82

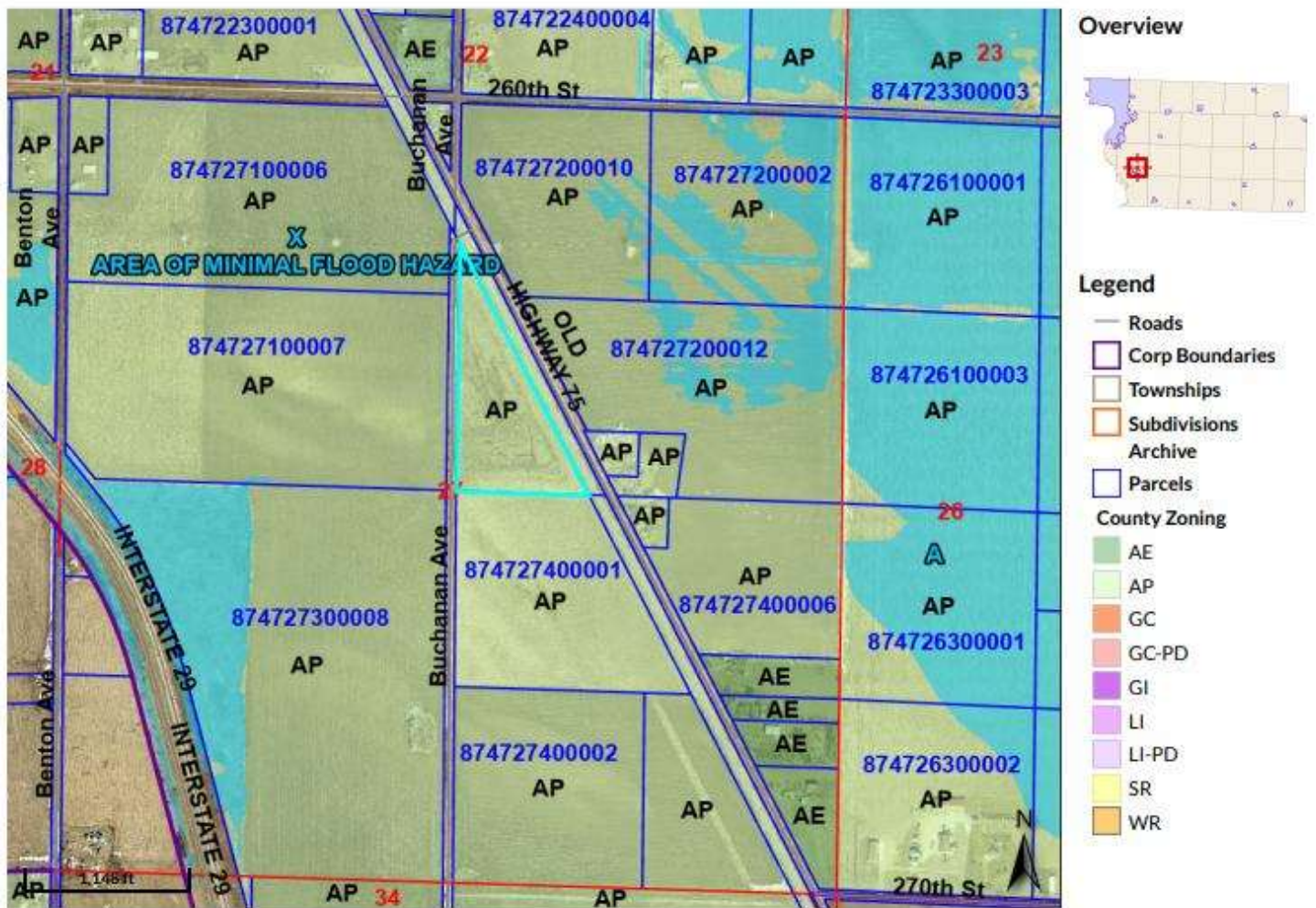
Pre-application Meeting

Date: November, 2025
Staff present: Dan Priestley

Purpose of Zoning Ordinance Map Amendment (Rezone) Application

Statement of Explanation and Justification for the Requested Change in Zoning District Classification: The applicant proposes to build a house on the said property. There are currently two single-family dwellings located within SW ¼ of the NE ¼. Section 3.01.1 B states “not more than two residences shall be allowed on any quarter-quarter section (nominally 40 acre) tract; if a property owner wishes to subdivide to create more than two parcels on a quarter-quarter section, concurrently with the platting process the zoning designation should be changed from the AP Zoning District to an appropriate classification...” (p. 24). The Zoning Commission review and public hearing is scheduled for May 27, 2027 at 5:00 PM. The Board of Supervisors will hold up to three public hearings on June 9, 2026, June 16, 2026, and June 23, 2026, all at 4:40 PM, respectively. The board has the authority to waive holding the second and third public hearings All meetings are in the Board of Supervisors meeting room in the basement of the Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101. Please direct inquiries to Daniel Priestley, at 712-279-6609 or via email to dpriestley@woodburycountyiowa.gov.

Location Map



Parcel ID	874727200011	Alternate ID	n/a	Owner Address	SMITH WILLIAM J
Sec/Twp/Rng	27-87-47	Class	A		5309 HWY 75 NORTH LOT 44
Property Address	2634 BUCHANAN AVE	Acreage	16.96		SIOUX CITY, IA 51108
	SALIX				
District	0043				
Brief Tax Description	LIBERTY TOWNSHIP A TRIANGULAR TCT IN NE 1/4 OF 27-87-47 DESCRIBED AS BEG AT SW COR OF NE 1/4 THNC N 1723.95 FT, THNC SE 1970.67 FT, THNC W 922.04 FT TO POB				
	<i>(Note: Not to be used on legal documents)</i>				

Location Map Description

The above image is a formal property data sheet featuring a geographic information system (GIS) map and associated parcel details.

1. Header & Map Area

The central focus is a satellite-overlay map of a rural area near Salix, Iowa.

- **Highlighted Property:** A triangular parcel (outlined in light blue) located between **Buchanan Ave** (west) and **Old Highway 75** (east).
- **Surrounding Landmarks:** **Interstate 29** runs vertically along the left side of the map. Cross streets include **260th St** to the north and **270th St** to the south.
- **Labels:** Most surrounding parcels are labeled with blue ID numbers and the code "AP." A large text overlay reads "AREA OF MINIMAL FLOOD HAZARD."
- **Overview Map:** A small inset in the top right corner shows the parcel's location within the larger county grid.

2. Legend (Right Sidebar)

The legend defines the colors and lines used on the map:

- **Symbology:** Includes Roads, Corp Boundaries, Townships, Subdivisions, and Parcels.
- **County Zoning Codes:** * **AE & AP:** Shades of green (Agricultural/Floodplain related).
 - **GC / GC-PD:** Shades of orange/red (General Commercial).
 - **GI / LI / LI-PD:** Shades of purple (Industrial).
 - **SR / WR:** Yellow/Tan (Residential).

3. Property Data Footer

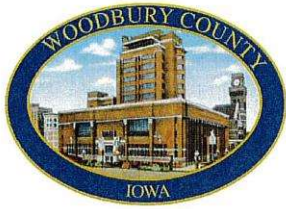
The bottom section contains the following specific data points:

Field	Value
Parcel ID	874727200011
Owner Name	SMITH WILLIAM J
Property Address	2634 BUCHANAN AVE, SALIX
Acreage	16.96
Class	A (Agricultural)
Sec/Twp/Rng	27-87-47
District	0043

Brief Tax Description:

"LIBERTY TOWNSHIP A TRIANGULAR TCT IN NE 1/4 OF 27-87-47 DESCRIBED AS BEG AT SW COR OF NE 1/4 THNC N 1723.95 FT, THNC SE 1970.67 FT, THNC W 922.04 FT TO POB."

(Note: A red disclaimer states this is not to be used on legal documents.)



**WOODBURY COUNTY
ZONING COMMISSION**

WOODBURY COUNTY COURTHOUSE
620 DOUGLAS STREET
SIOUX CITY, IA 51101

To: Woodbury County Board of Supervisors
620 Douglas Street
Sioux City, Iowa 51101

From: Christine Zellmer Zant, Chair
Woodbury County Zoning Commission

Subject: Recommendation – Rezone from AP to AE on Parcel #874727200011 for
William J. Smith

Dear Board of Supervisors:

On May 27, 2026, the Zoning Commission held a public hearing on the zoning map amendment application submitted by William J. Smith to rezone Parcel #874727200011 (2634 Buchanan Avenue, Salix, IA) from Agricultural Preservation (AP) to Agricultural Estates (AE) to allow for the construction of a single-family residence.

The rezone is required due to the existing two single-family dwellings already located within the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27 (per Zoning Ordinance Section 3.01.1 B), aligns with the Comprehensive Plan (Rural Residential designation on the Future Land Use Map), and allows for orderly residential development consistent with the existing character of the surrounding area.

The Zoning Commission recommends that the Board of Supervisors approve the zoning ordinance map amendment.

Please refer to the draft copy of the Zoning Commission minutes for details about the Commission's recommendation(s).

Dated this 27 day of May, 2026.


Christine Zellmer Zant, Chair
Woodbury County Zoning Commission

Woodbury County Zoning Commission Special Meeting Minutes

Date: May 27, 2026

Time: 5:00 PM

Location: Board of Supervisors' Meeting Room, Basement, Woodbury County Courthouse, 620 Douglas Street, Sioux City, IA

MEETING AUDIO:

For specific content of this meeting, refer to the recorded video on the Woodbury County Zoning Commission "Committee Page" on the Woodbury County website:

- County Website Link:
 - o https://www.woodburycountyiowa.gov/committees/zoning_commission/
- YouTube Direct Link:
 - o <https://www.youtube.com/watch?v=EzhNpTAX4Y0>

Attendees

- **Commissioners Present:** Chris Zellmer Zant – Chair, Tom Bride – Vice Chair, Corey Meister, Steve Corey
- **Staff Present:** Dan Priestley – Zoning Coordinator, Dawn Norton – Senior Clerk
- **Public Attendees:** Bill Smith

Call to Order

The Woodbury County Zoning Commission special meeting was called to order by Chair Christine Zellmer Zant at approximately 5:00 PM on May 27, 2026. The Chair noted that the meeting would be audio taped, and minutes prepared for all parties. Attendees were asked to turn off cell phones or set them to vibrate and to complete the attendance sheet. The Chair reviewed the Commission's procedures for the meeting, including handling of agenda items, public hearings, staff reports, applicant presentations, public comments (requiring speakers to state name and address at the microphone, avoid repetitious comments, and remain respectful), closing statements, closing of hearings by motion and vote, deliberation, and disclosure of any ex parte communications prior to deliberation.

Roll Call

Chair Christine Zellmer Zant conducted a roll call. Commissioners Christine Zellmer Zant, Tom Bride, Corey Meister, and Steve Corey were present. Commissioner Jeff Hanson was absent.

Public Comment on Matters Not on the Agenda

No public comments were received on matters not listed on the agenda, either in person or via phone.

Approval of Previous Meeting Minutes

The Commission reviewed the minutes from the previous meeting on March 23, 2026.

- Commissioner Tom Bride made a motion to approve the minutes as presented. The motion was seconded by Commissioner Steve Corey. The vote was taken, with all in favor saying "aye". No one opposed it. The motion passed with a vote of 4-0 (4 ayes, 0 nays).

Public Hearing: Zoning Ordinance Map Amendment (Rezone) from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District on Parcel #874727200011. Applicant: William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052.

Chair Christine Zellmer Zant opened the public hearing.

Zoning Coordinator Daniel Priestley presented the staff report on the zoning ordinance map amendment (rezone) application. The application, submitted by William J. Smith, requests rezoning of the 16.96-acre property identified as Parcel #874727200011, located in Liberty Township (T87N R47W), Section 27, from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. The

property is located on the east side of Buchanan Avenue and the west side of the Union Pacific Railroad property and Old Highway 75.

The staff recommendation is approval. The proposal is consistent with the Woodbury County Comprehensive Plan 2040, including the Future Land Use Map designation of "Rural Residential." The rezone is necessary to comply with the density limitations in the AP district (no more than two residences per quarter-quarter section), as two single-family dwellings already exist in the relevant quarter-quarter section. The AE district allows for the proposed residential use while maintaining compatibility with surrounding agricultural and rural residential character. No significant adverse comments were received from neighboring property owners or stakeholders. A Magellan pipeline easement exists on the property, which will be addressed administratively during the building permit process.

William J. Smith (Bill Smith), the applicant, was present and addressed the Commission. He confirmed his intent to build a single-family home on the property.

Commissioners had no further questions for the applicant or staff.

There were no additional public comments.

Commissioner Tom Bride made a motion to close the public hearing. The motion was seconded by Commissioner Corey Meister. The motion passed unanimously (4-0).

Commissioner Tom Bride commented that the easement with the pipeline has really nothing to do with the rezone issue and would be spelled out within the easement between the landowner and the company.

Commissioner Tom Bride then made a motion to recommend approval of the rezone from Agricultural Preservation (AP) to Agricultural Estates (AE) to the Board of Supervisors. Commissioner Steve Corey seconded the motion. No further discussion. All in favor voted "aye" (unanimous, 4-0). No oppositions.

Priestley noted that the Board of Supervisors will hold public hearings on the application on June 9, 16, and 23, 2026.

Public Comment on Matters Not on the Agenda

No additional public comments were received on matters not listed on the agenda, either in person or via phone.

Staff Update

Dan Priestley provided updates:

- Open Meetings Law Training: Priestley is now credentialed to administer the training. He proposed scheduling the Iowa Public Information Board training for the Zoning Commission (and potentially the Board of Adjustment) following a future meeting (June 22, 2026).
- Priestley also discussed ongoing staff review of the certified abstractor listing requirements and notification distances in the Zoning Ordinance (particularly for telecommunication towers and other conditional uses) to ensure consistency with current practices and Iowa Code. He noted this is for research purposes and may lead to future ordinance update discussions.

Commissioner Comment or Inquiry

No Commissioners offered additional comments or inquiries.

Adjournment

Commissioner Corey Meister moved to adjourn the meeting, seconded by Commissioner Steve Corey. The motion passed unanimously with all Commissioners present voting "aye." (5-0) The meeting adjourned at approximately 5:20 PM.

Evaluation Criteria

The Planning and Zoning Commission shall base their recommendations and the Board of Supervisors shall base their decision on any requested amendment of the zoning district map on the following criteria:

- Conformance with the goals and objectives set forth in the approved General Development Plan for Woodbury County including the Future Land Use Map;
- Compatibility and conformance with the policies and plans of other agencies with respect to the subject property;
- Consideration of the Corn Suitability Rating (CSR) of the property;
- Compatibility with adjacent land uses;
- Compatibility with other physical and economic factors affecting or affected by the proposed rezoning; and
- Any other relevant factors.

Staff Response to Criteria and Recommendation

Conformance with the goals and objectives set forth in the approved General Development Plan for Woodbury County including the Future Land Use Map;

This justification for the rezoning of 2634 Buchanan Avenue, Salix, IA 51052 from Agricultural Preservation (AP) to Agricultural Estates (AE) is based on the Woodbury County Comprehensive Plan 2040 and the Woodbury County Zoning Ordinance.

Conformance with the Future Land Use Map

The primary justification for this rezone is its direct alignment with the county's long-term planning vision.

- Future Land Use Designation: The Woodbury County Future Land Use Map identifies this property as "Rural Residential".
- Consistency: The Agricultural Estates (AE) district is specifically designed to provide for "orderly development of residences" in areas where such growth is expected.
- Policy Support: Rezoning to AE is the appropriate action to transition the property from preservation-focused agricultural use to the residential use specifically marked in the comprehensive plan.

Future Land Use

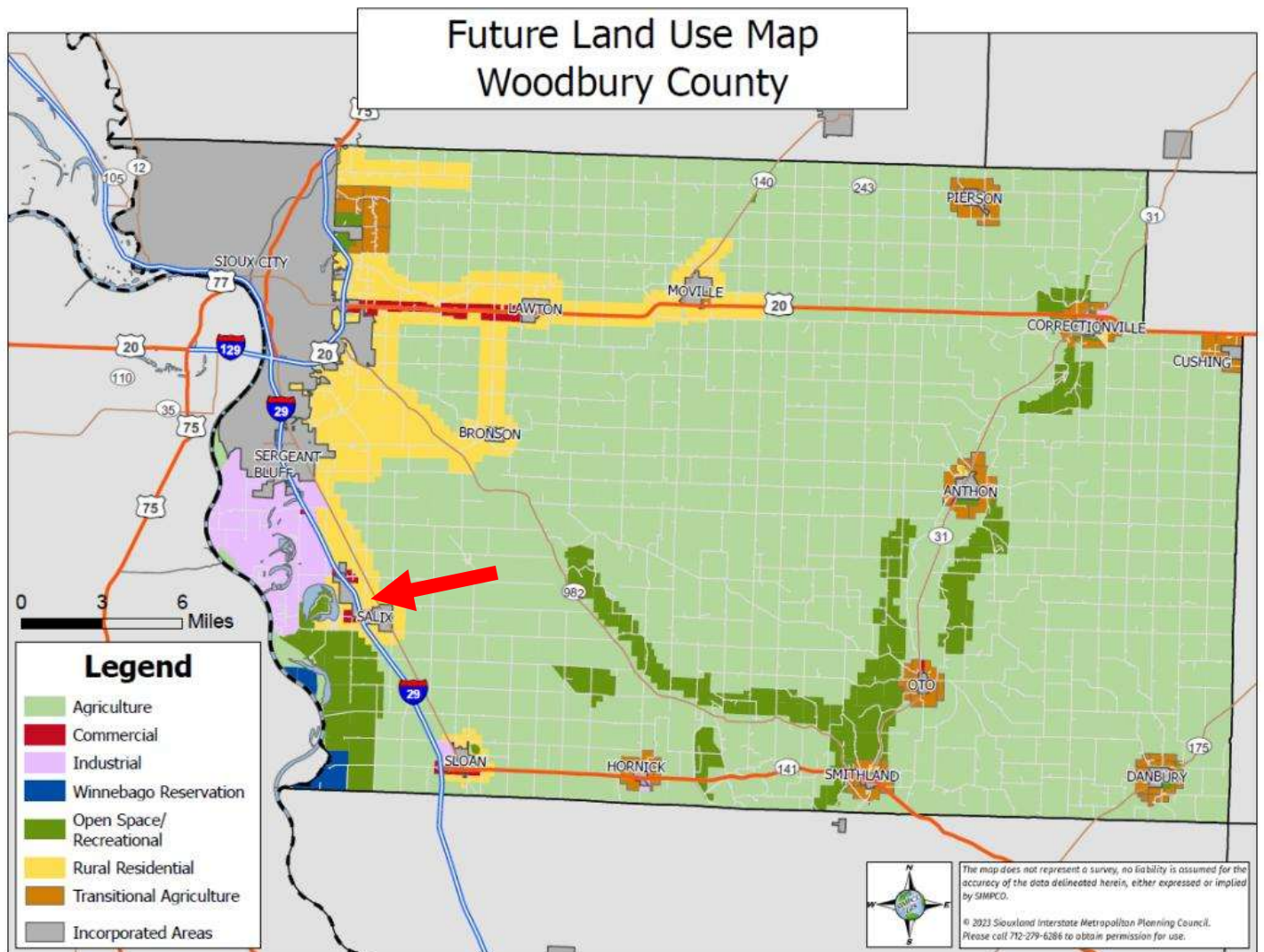


Figure 7.4 Future land use map

Compliance with the Comprehensive Plan Goals

The proposal supports the following goals and objectives set forth in the Woodbury County Comprehensive Plan 2040:

- **Land Use Alignment:** The plan aims to ensure land use decisions are "in step with those of state, regional, and federal planning best practices". By rezoning a property already identified for rural residential use, the county maintains the integrity of its planning documents.
- **Managed Growth:** One of the plan's objectives is to discourage "sprawl and leapfrog" development. Since this property is within an area already designated for residential growth, this rezone utilizes a planned area rather than encroaching on protected prime farmland.
- **Housing Needs:** The plan identifies housing as a key planning topic. Facilitating the construction of a new home in an appropriately designated area helps meet the county's housing goals.

Compliance with Woodbury County Zoning Ordinance

The rezone is necessary to bring the property into compliance with density and usage regulations:

- **Residential Density Standard:** Under the current Agricultural Preservation (AP) zoning, the ordinance restricts residential density to no more than two houses per quarter-quarter section.
- **Necessity for Rezone:** Because there are already two houses located within this quarter-quarter section, a third house is prohibited under the AP designation.

- AE District Purpose: The Agricultural Estates (AE) district is intended to allow for residential development on platted lots, providing a legal pathway for the third home that is otherwise restricted in the AP district.
- Standard of Review: The proposal meets the criteria for a "Zoning District Designation Mapping Amendment" because it shifts the property to a district where the proposed residential use is a "Principal Allowed Use".

The proposed rezone from AP to AE at 2634 Buchanan Avenue is justified because it adheres to the "Rural Residential" designation on the Future Land Use Map and provides the only legal mechanism under the Zoning Ordinance to allow a third residence in this quarter-quarter section. It fulfills the Comprehensive Plan's vision for managed residential growth while ensuring the property is compliant with county law.

Compatibility and conformance with the policies and plans of other agencies with respect to the subject property

This is to be determined through the review process including the public hearing process. Stakeholders including government agencies, utilities, and the general public are encouraged to provide comment as to how this particular zoning change might impact the community. Any structures should respect existing easements on the property including from Magellan (who has a pipeline running through the property) and any other utilities.

Consideration of the Corn Suitability Rating (CSR) of the property

The Corn Suitability Rating 2 for this property is 77.85 as reported on the Beacon website.

Compatibility with adjacent land uses

This proposal appears to be compatible with the area and is not construed as a spot zone as it is the mechanism used to allow for additional housing density while retaining many of the agricultural aspects of the surrounding area. Additionally, it fits with the residential characteristics with two dwelling found within the same quarter-quarter section.

Compatibility with other physical and economic factors affecting or affected by the proposed rezoning

The proposal meets the standard of compatibility with physical and economic factors affecting the area:

- Physical Factors: The AE district requires a minimum lot area of 2 acres for single-family homes, which is consistent with the AP district's minimums, ensuring that the physical footprint of the new development remains at a rural scale. This prevents the "excessive concentration of population" while allowing for the orderly use of the land.
- Economic Factors: While the county prioritizes preserving agricultural land, the Comprehensive Plan also recognizes the need to balance the agricultural economy with "rural character" and "housing variety". Rezoning this specific "Rural Residential" area to AE supports the local tax base without significantly impacting large-scale agricultural operations, as AE uses are intended to be "compatible with agricultural uses".

The rezone from AP to AE is justified because it transitions the property to a district specifically intended for the residential uses outlined in the Future Land Use Map. Furthermore, it provides the legal mechanism required by the Zoning Ordinance to accommodate a new dwelling in a quarter-quarter section that has reached its density limit under preservation-focused zoning.

Any other relevant factors

The proposal meets the "Any other relevant factors" standard because it is the only legal pathway for the property owner to remain compliant with the Zoning Ordinance's quarter-quarter section density limits while simultaneously

fulfilling the Comprehensive Plan 2040's rural residential area mapping. Rezone approval ensures the property is governed by the regulations that the County has already determined are appropriate for this specific location.

Recommendation

Based on the information provided in the application, the Woodbury County Comprehensive Plan 2040, and the Woodbury County Zoning Ordinance, staff recommends approval of the request to rezone the subject property from Agricultural Preservation (AP) to Agricultural Estates (AE). This recommendation is contingent upon public input received during the Planning and Zoning Commission and Board of Supervisors public hearings, as required by the Zoning Ordinance.

Staff recommends that the Zoning Commission forward a recommendation of conditional approval to the Board of Supervisors, and that the Board of Supervisors approve the zoning map amendment, contingent upon public input received during the required public hearings.

This recommendation is based on the following conclusions:

- The request is consistent with the Comprehensive Plan 2040, including the Future Land Use Map designation of Rural Residential.
- The AE district is the appropriate zoning classification to implement the planned land use for this area.
- The rezone is necessary to comply with the Zoning Ordinance's density limitations in the AP district.
- The proposed use is compatible with the current surrounding land uses and supports orderly rural development.
- No adverse physical or economic impacts have been identified at this stage.
- Final determination must incorporate public comments and agency input received during the hearing process.

Planning and Zoning Commission Recommendation

See recommendation letter above. The planning and zoning commission shall review and make a recommendation on any proposed amendment to the zoning district map as follows:

Hearing required. The planning and zoning commission shall conduct a public hearing on the proposed zoning district map amendment in accordance with subsection 2.02-1. B.

Notification. Public notification of the planning and zoning commission hearing on the proposed amendment of the official zoning map shall be as required by subsection 2.02-1. B(1). Such notices shall provide information on the time, date and location of the hearing and a brief description of the proposed change in zoning district classification.

Sioux City Journal
AFFIDAVIT OF PUBLICATION

Sioux City Journal
2802 Castles Gate Drive
Sioux City 51106
(712) 293-4250

State of Florida, County of Broward, ss:

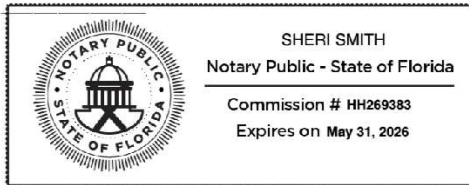
Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sioux City Journal, printed and published by Journal Communications, in Sioux City in Woodbury County and issued daily and Sunday and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
 May. 12, 2026

NOTICE ID: c5PMzDoC4tBPDRmJLIav
PUBLISHER ID: COL-IA-503238
NOTICE NAME: Zoning_Commission_5-27-26_Special_Meeting
Publication Fee: \$63.55

Anjana Bhadoriya

(Signed) _____



VERIFICATION
 State of Florida
 County of Broward

Subscribed in my presence and sworn to before me on this: 05/13/2026

S. Smith

Notary Public
 Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING BEFORE A SPECIAL MEETING OF THE WOODBURY COUNTY ZONING COMMISSION ON WEDNESDAY, MAY 27, 2026 AT 5:00 PM

The Woodbury County Zoning Commission will have a special public meeting and will hold a public hearing on the following item hereafter described in detail on Wednesday, May 27, 2026 at 5:00 PM or as soon thereafter as the matter may be considered. Said public hearing will be held in the Board of Supervisors' meeting room in the basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa. Copies of said item may now be examined at the office of the Woodbury County Community and Economic Development, on the 6th floor of said courthouse by any interested persons. All persons who wish to be heard in respect to this matter should appear at the aforesaid public hearing in person or call: 712-454-1133 and enter the Conference ID: 423 188 5008 during the meeting to listen or comment. However, it is recommended to attend in person as there is the possibility for technical difficulties with phone and computer systems. You may forward your written comments by mail or email to: Woodbury County Community and Economic Development, 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101. Emails should be sent to Daniel Priddy at dpiddy@woodburycountyia.gov. Only signed comments will be considered and should be received no later than 10:00 AM on Friday, May 22, 2026.

**Item One (1)
 ZONING ORDINANCE MAP AMENDMENT (REZONE)**

PROPOSED ZONING ORDINANCE MAP AMENDMENT (REZONE): Pursuant to Section 355 of the Code of Iowa, the Woodbury County Zoning Commission will hold a public hearing to consider an application for a zoning ordinance map amendment (rezone) to the Woodbury County Zoning Ordinance and Map for the unincorporated area of Woodbury County, Iowa. The application, submitted by William L. Smith, requests rezoning of the property located at 2634 Buchanan Ave., Sioux City, IA 51106, with a mailing address of 5309 Hwy 75 North, Lot 44, Sioux City, IA 51106.

The proposal is to rezone the 16.96-acre property identified as Parcel #67427200011, located in T87N R47W (Liberty Township), in the Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 27, from the Agricultural Preservation (APZ) Zoning District to the Agricultural Estates (AE) Zoning District. The property lies on the east side of Buchanan Avenue and the west side of the Union Pacific Railroad property and Old Highway 75, just south of where those roads meet, and approximately 1,100 feet south of the intersection of 280th Street and Old Highway 75. The said property is more particularly described as follows:

Part of the Northeast Quarter (NE ¼) of Section Twenty-seven (27), Township Eighty-seven (87) North, Range Forty-seven (47), West of the 5th P.M., Woodbury County, Iowa, described as follows: Beginning at the Southwest (SW) corner of said Northeast Quarter (NE ¼), thence North Zero Degrees Twelve Minutes Twenty-two Seconds (N 02°12'22") West along the West line of said Northeast Quarter (NE ¼) for One Thousand Seven Hundred Twenty-three and Ninety-five Hundredths Feet (1,723.95') to the Westerly right of way line of the Union Pacific Railroad, thence South Twenty-eight Degrees Five Minutes Fifty-one Seconds (S 28°55'51") East along said Westerly right of way line for One Thousand Nine Hundred Seventy and Sixty-seven Hundredths Feet (1,970.67') to the South line of said Northeast Quarter (NE ¼); thence North Eighty-nine Degrees Six Minutes Zero Seconds (N 89°06'00") West along said South line for Nine Hundred Twenty-five and Four Hundredths Feet (925.04') to the point of beginning. Containing 16.24 acres including County right of way and 16.96 acres excluding said right of way. Note: The West line of said NE ¼ is assumed to bear N 02°12'22" W. COL-IA-503238



OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Sioux City Journal** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(712) 293-4250**.

Notice ID: roM4YWpk7v4FUoLItSvM | **Proof Updated: May, 20, 2026 at 05:38pm CDT**
Notice Name: BoS_Rezone_PHS_Parcel_874727200011_AP_to_AE | Publisher ID: COL-IA-503294

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Dan Priestley	Sioux City Journal
dpriestley@woodburycountyiowa.gov	
(712) 279-6609	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	10.73	
Number of Lines:	127	

06/04/2026: General Legal Notice	84.07
<hr/>	
Subtotal	\$84.07
Tax	\$0.00
Processing Fee	\$0.00
Total	\$84.07

NOTICE REGARDING PUBLIC HEARINGS BEFORE THE WOODBURY COUNTY BOARD OF SUPERVISORS FOR A ZONING ORDINANCE MAP AMENDMENT (REZONE) FROM THE AGRICULTURAL PRESERVATION (AP) ZONING DISTRICT TO THE AGRICULTURAL ESTATES (AE) ZONING DISTRICT

The Woodbury County Board of Supervisors will conduct public hearings and ordinance readings to consider the proposed zoning ordinance map amendment (rezone), as detailed below, on Tuesday, June 9, 2026, at 4:40 PM, Tuesday, June 16, 2026, at 4:40 PM, and Tuesday, June 23, 2026, at 4:40 PM, or as soon thereafter as the matter may be heard. Pursuant to Iowa Code Section 631.832, the Board of Supervisors may waive the second and third hearings and readings if deemed appropriate.

These hearings and ordinance readings will take place in the Board of Supervisors' meeting room, located in the basement of the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa. Interested individuals may attend in person to provide comments.

Copies of the proposed amendments are available for public inspection at the Woodbury County Auditor's Office, Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa during normal business hours of Monday through Friday, 8:30 AM to 4:30 PM. If adopted, the ordinance will become effective upon publication of this summary or the complete text of the ordinance following final passage by the Board of Supervisors, unless a subsequent effective date is specified in the ordinance.

Written comments may be submitted by mail or email to Woodbury County Community and Economic Development (Planning and Zoning), 6th Floor, Woodbury County Courthouse, 620 Douglas St., Sioux City, IA 51101, or to Daniel Priestley at dpriestley@woodbury-countyowa.gov. For inquiries, contact Daniel Priestley at 712-279-9609.

All individuals wishing to provide input are encouraged to attend and participate in the scheduled hearing(s).

CONSIDERATION OF A ZONING ORDINANCE MAP AMENDMENT (REZONE) FROM THE AGRICULTURAL PRESERVATION (AP) ZONING DISTRICT TO THE AGRICULTURAL ESTATES (AE) ZONING DISTRICT

TITLE: A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE

Pursuant to Section 335 of the Code of Iowa, the Woodbury County Board of Supervisors will hold public hearings as referenced above to consider an application for a zoning ordinance map amendment (rezone) to the Woodbury County Zoning Ordinance and Map for the unincorporated area of Woodbury County, Iowa. The application, submitted by William J. Smith, requests rezoning of the property located at 2634 Buchanan Ave., Salix, IA 51052, with a mailing address of 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

The proposal is to rezone the 16.96-acre property identified as Parcel #674727200011, located in T87N R47W (Liberty Township), in the Southwest Quarter (SW ¼) and Northwest Quarter (NW ¼) of the Northeast Quarter (NE ¼) of Section 27, from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. The property lies on the east side of Buchanan Avenue and the west side of the Union Pacific Railroad property and Old Highway 75, just south of where those roads meet, and approximately 1,100 feet south of the intersection of 260th Street and Old Highway 75. The said property is more particularly described as follows:

Part of the Northeast Quarter (NE ¼) of Section Twenty-seven (27), Township Eighty-seven (87) North, Range Forty-seven (47), West of the 5th P.M., Woodbury County, Iowa, described as follows: Beginning at the Southwest (SW) corner of said Northeast Quarter (NE ¼), thence North Zero Degrees Twelve Minutes Twenty-two Seconds (N 00°12'22") West along the West line of said Northeast Quarter (NE ¼) for One Thousand Seven Hundred Twenty-three and Ninety-five Hundredths Feet (1,723.95') to the Westerly right of way line of the Union Pacific Railroad, thence South Twenty-eight Degrees Five Minutes Fifty-one Seconds (S 28°05'51") East along said Westerly right of way line for One Thousand Nine Hundred Seventy and Six-

Feet (1,970.67') to the South line of said Northeast Quarter (NE ¼); thence North Eighty-nine Degrees Six Minutes Zero Seconds (N 89°06'00") West along said South line for Nine Hundred Twenty-two and Four Hundredths Feet (922.04') to the point of beginning. Containing 16.24 acres including County right of way and 16.96 acres excluding said right of way. Note: The West line of said NE ¼ is assumed to bear N 00°12'22" W.

This zoning ordinance map amendment does not impose any new fines, penalties, forfeitures, fees, or taxes beyond those already in the existing zoning ordinance.

Property Owner(s): William J. Smith, Property Address: 2634 Buchanan Ave., Salix, IA 51052, Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

Petitioner Applicant(s): William J. Smith, Property Address: 2634 Buchanan Ave., Salix, IA 51052, Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108, GOL-IA-603294

Time limit for recommendation. A recommendation to the Board of Supervisors for approval, approval with conditions or disapproval on the proposal, shall be made within 35 days of the conclusion of the public hearing unless the petitioner consents to an extension of time. If no recommendation is made within 35 days from the conclusion of the public hearing, the issue will be forwarded to the Board of Supervisors with no recommendation.

The Zoning Commission may make a recommendation to the Board of Supervisors on May 27, 2026 following their public hearing or they may conduct an additional public meeting to render their recommendation.

Board of Supervisors' Action

Following receipt of the recommendation of the planning and zoning commission, the Board of Supervisors shall consider and act upon a proposed amendment to the zoning district map as follows:

Hearing required. The Board of Supervisors shall conduct a public hearing on the proposed zoning district map amendment in accordance with the procedure outlined at subsection 2.02-1. B.

Notification. Public notification of the Board of Supervisors hearing on the proposal shall be as required by subsection 2.02-1. B(1).

Decision. Following the public hearing, the Board of Supervisors may:

- Defer consideration of the proposal; or
- Reject the proposal; or
- Proceed subject to subsections (iv) and (v) below, to adopt an ordinance approving the amendment to the zoning district map.
- Super majority required. A 60 percent majority of the Board of Supervisors shall be required to adopt the proposed amendment of the zoning district map if the owners of more than 20 percent of either, (a) the area of the subject property or (b) the area of real property lying within 500 feet of the subject property file a written objection prior to the conclusion of the public hearing.
- The Board of Supervisors may impose restrictive conditions upon the approval of an amendment to the zoning district map if, before the conclusion of the public hearing, the owner agrees to the conditions in writing.

Comments from Owners of Real Property Lying within 1,000 feet from the Subject Property

Patricia R. Folsom	2612 Buchanan Ave.	Salix	IA	51052
Daniel Gordon Lee & Barbara J. Lee	1405 260th St.	Salix	IA	51052
Mary E. Braunger Rev. Trust % Mary E. Braunger, Trustee	1351 Fox Ridge Trail	Sioux City	IA	51104
Barbara J. Bielenbreg	14788 110th St.	Sloan	IA	51055
William J. Smith	5309 Hwy 75 North, Lot 44	Sioux City	IA	51108
Jensen Farm Real Estate LLC	3909 Stadium Dr.	Sioux City	IA	51106
Gregory J. Jochum & Krista D. Jochum	1629 270th St.	Salix	IA	51052
Jason Wamberg & Chastey Hansen	2636 Old Hwy 75	Salix	IA	51052

- Chastey inquired with the office via phone on 4/13/26 and asked about the general specifics of the project.

Union Pacific Railroad, Property Tax	1400 Douglas Stop 1640	Omaha	NE	68179-1640
Daniel G. Lee & Barbara J. Lee	1405 260th St.	Salix	IA	51052
DNF Farms, LLC	1503 250th St.	Salix	IA	51052
Northwest Iowa Power Cooperative	PO Box 240	Le Mars	IA	51031

Stakeholder Comments

911 COMMUNICATIONS CENTER: No comments.

FIBERCOMM: No comments.

IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR): No comments.

IOWA DEPARTMENT OF TRANSPORTATION (IDOT): No comments.

LOESS HILLS NATIONAL SCENIC BYWAY: No comments.

LOESS HILLS PROGRAM: No comments.

LONGLINES: No comments.

LUMEN: No comments.

MAGELLAN PIPELINE: No comments.

MIDAMERICAN ENERGY COMPANY (Electrical Division): I have reviewed the following requested rezoning for MEC electric and we have, no conflicts. The petitioner should be made aware that any requested relocation or extension of electric distribution facilities may be subject to a customer contribution. In this case the cost to acquire a railroad permit would be included in the total cost to extend, and the time the RR takes to review and approve permits can take several months. Let me know if you have any questions. – Casey Meinen, 4/1/26.

MIDAMERICAN ENERGY COMPANY (Gas Division): No comments.

NATURAL RESOURCES CONSERVATION SERVICES (NRCS): No comments.

NORTHERN NATURAL GAS: No comments.

NORTHWEST IOWA POWER COOPERATIVE (NIPCO): Have reviewed this application submitted by William J. Smith. NIPCO has no issues with this application. – Jeff Zettel, 4/17/26.

NUSTAR PIPELINE: No comments.

SIOUXLAND DISTRICT HEALTH DEPARTMENT: No comments.

WIATEL: No comments.

WOODBURY COUNTY ASSESSOR: No comments.

WOODBURY COUNTY CONSERVATION: No comments.

WOODBURY COUNTY EMERGENCY MANAGEMENT: No comments.

WOODBURY COUNTY EMERGENCY SERVICES: No comments.

WOODBURY COUNTY ENGINEER: No comments.

WOODBURY COUNTY RECORDER: No comments.

WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC): No comments.

WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT: The WCSWCD has no comments regarding this application. – Neil Stockfleth, 4/1/26.

WOODBURY COUNTY TREASURER: My only comment is that March property tax and drainage from September are now delinquent. If the goal is the split the parcel all certified taxes must be paid prior to the Treasurer certification. – Tina Bertrand, 4/1/26

PROPOSED DRAFT ORDINANCE

(SUBJECT TO CHANGES THROUGHOUT THE REVIEW AND PUBLIC HEARING(S) PROCESS

ORDINANCE NO. ____

A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE

WHEREAS the Board of Supervisors of Woodbury County, Iowa, adopted a Zoning Ordinance on July 22, 2008, by Resolution No. 10,455 being recorded in the Office of the Woodbury County Recorder, and

WHEREAS the Woodbury County Board of Supervisors has received a report in respect to amending the said Ordinance from the Woodbury County Zoning Commission which held a public hearing on the amendment; all as by law provided. Which the amendment is attached hereto marked item One (1), and hereby made a part hereof; and

WHEREAS the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearings on said amendment, all as by law provided; and

WHEREAS the Woodbury County Board of Supervisors has concluded that the said ordinance shall amend the aforesaid Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning District is amended as shown on said attached item One (1); and the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this ____ day of _____, 2026.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Mark Nelson, Chairman

David Dietrich, Vice-Chairman

Daniel Bittinger II

Attest:

Kent Carper

Michelle K. Skaff, Woodbury County Auditor

Matthew Ung

Adoption Timeline:

Date of Public Hearing and First Reading _____
Date of Public Hearing and Second Reading _____
Date of Public Hearing and Third Reading _____
Date of Adoption _____
Published/Effective Date _____

ITEM ONE (1)

Property Owner(s): William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052.
Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

Petitioner Applicant(s): William J. Smith. Property Address: 2634 Buchanan Ave., Salix, IA 51052. Mailing Address: 5309 Hwy 75 North, Lot 44, Sioux City, IA 51108.

Pursuant to Section 2.02:4 of the Woodbury County Zoning Ordinance, and in accordance with Section 335 of the Code of Iowa, the Woodbury County Zoning Commission held a public hearing on **May 27, 2026**, to review and make a recommendation for amendments to the Woodbury County Zoning Ordinance and Mapping for the unincorporated area of Woodbury County, Iowa as follows:

Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District for the 16.96-acre property identified as Parcel #874727200011, located in T87N R47W (Liberty Township), in the Southwest Quarter (SW $\frac{1}{4}$) and Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 27, from the Agricultural Preservation (AP) Zoning District to the Agricultural Estates (AE) Zoning District. The property lies on the east side of Buchanan Avenue and the west side of the Union Pacific Railroad property and Old Highway 75, just south of where those roads meet, and approximately 1,100 feet south of the intersection of 260th Street and Old Highway 75. The said property is more particularly described as follows:

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-seven (27), Township Eighty-seven (87) North, Range Forty-seven (47), West of the 5th P.M., Woodbury County, Iowa, described as follows: Beginning at the Southwest (SW) corner of said Northeast Quarter (NE $\frac{1}{4}$); thence North Zero Degrees Twelve Minutes Twenty-two Seconds (N 00°12'22") West along the West line of said Northeast Quarter (NE $\frac{1}{4}$) for One Thousand Seven Hundred Twenty-three and Ninety-five Hundredths Feet (1,723.95') to the Westerly right of way line of the Union Pacific Railroad, thence South Twenty-eight Degrees Five Minutes Fifty-one Seconds (S 28°05'51") East along said Westerly right of way line for One Thousand Nine Hundred Seventy and Sixty-seven Hundredths Feet (1,970.67') to the South line of said Northeast Quarter (NE $\frac{1}{4}$); thence North Eighty-nine Degrees Six Minutes Zero Seconds (N 89°06'00") West along said South line for Nine Hundred Twenty-two and Four Hundredths Feet (922.04') to the point of beginning. Containing 18.24 acres including County right of way and 16.96 acres excluding said right of way. Note: The West line of said NE $\frac{1}{4}$ is assumed to bear N 00°12'22" W.

Supporting Documentation

Zoning Ordinance Map Amendment Application

This following document is a completed *Rezoning Application & Zoning Ordinance Map Amendment* form from the Woodbury County Office of Planning and Zoning in Iowa. It records a property owner's request to change the zoning classification of a specific parcel of land.

The form identifies **William J. Smith** as both the owner and the applicant. His listed address is *5309 Highway 75 North, Lot 44, Sioux City, Iowa 51108*. No engineer or surveyor information is provided.

The property in question is located at *2631 Buchanan Avenue in Salix, Iowa*. The parcel information includes:

Parcel ID: **874727200011**

Quarter: **NE**

Section: **87**

Township/Range: **47**

Total acreage: **16.96 acres**

Current use: **Agricultural (AG)**

Proposed use: **House**

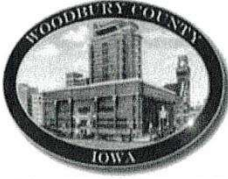
Current zoning: **AP**

Proposed zoning: **AE**

Average Crop Suitability Rating (CSR2): **77.82**

A pre-application meeting occurred in **November 2025** with staff member **D. Priestley**. The owner signed the certification on **January 14, 2026**, and the applicant signature is dated **February 9, 2026**.

Administrative fields show a fee of **\$400**, case number **7144**, and receipt number **728869**. The form includes a "Received" stamp dated **March 3, 2026** from Woodbury County Planning & Zoning.



Rezoning Application & Zoning Ordinance Map Amendment

Owner Information:	Applicant Information:
Owner <u>William J. Smith</u>	Applicant <u>William J. Smith</u>
Address <u>5309 Hwy 75 N LOT 44</u> <u>Sioux City IA 51108</u>	Address <u>5309 Hwy 75 N LOT 44</u> <u>Sioux City IA 51108</u>
Phone <u>[REDACTED]</u>	Phone <u>[REDACTED]</u>

Engineer/Surveyor _____ Phone _____

Property Information:

Property Address or Address Range 2634 BUCHANMAN AVE. SALIX

Quarter/Quarter 27 Sec 87 Twnshp/Range 47

Parcel ID # 874727200011 or GIS # _____ Total Acres 16.94

Current Use AG Proposed Use HOUSE

Current Zoning AP Proposed Zoning AE Liberty

Average Crop Suitability Rating (submit NRCS Statement) _____ 77.82 CSR2

The filing of this application is required to be accompanied with all items and information required pursuant to section 2.02(4)(C)(2) through (C)(4) of Woodbury County's zoning ordinances (see attached pages of this application for a list of those items and information).

A formal pre-application meeting is recommended prior to submitting this application.

Pre-app mtg. date Nov. 2025 Staff present D. Priestly

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Woodbury County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the Woodbury County Planning and Zoning Office and zoning commission members to conduct a site visit and photograph the subject property.

This Rezoning Application / Zoning Ordinance Map Amendment is subject to and shall be required, as a condition of final approval, to comply with all applicable Woodbury County ordinances, policies, requirements and standards that are in effect at the time of final approval.

Owner William J. Smith Applicant [Signature]

Date Jan 14, 2026 Date Feb 9, 2026

Fee: \$400 Cash 3-2-26 Case #: 7144

Check #: _____

Receipt #: 778869

Date Received

RECEIVED

MAR - 3 2026

WOODBURY COUNTY
PLANNING & ZONING

Zoning District and Floodplain Map

This following document is a parcel map for Woodbury County, Iowa, centered on a highlighted property located at **2634 Buchanan Avenue in Salix**. The map displays parcel boundaries, zoning classifications, roads, and flood-hazard designations.

The highlighted parcel is labeled with **Parcel ID 874727200011** and outlined in blue. It is a triangular tract of land measuring **16.96 acres**, situated on the east side of **Buchanan Avenue** and just west of **Old Highway 75**. The parcel is zoned **AP (Agricultural Preservation)**. The owner listed is **William J. Smith**, with a mailing address at *5309 Highway 75 North, Lot 44, Sioux City, Iowa 51108*.

Surrounding parcels are shown with zoning codes including **AE** and **AP**. The map includes a blue-shaded region labeled **“Area of Minimal Flood Hazard,”** which touches or overlaps nearby parcels but does not appear to cover the highlighted tract. Township and section boundaries are faintly marked, including the notation **27-87-47**, matching the parcel’s legal description.

Road labels include **Buchanan Ave, Old Hwy 75**, and nearby local roads. The map also displays a brief tax description summarizing the triangular tract’s boundaries and measurements. A footer notes that the map was generated on **March 3, 2026**, using Beacon™ by Schneider Geospatial.

Overall, the map provides a geographic and zoning context for the parcel, showing its shape, acreage, zoning classification, nearby roads, and surrounding land-use designations.



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels
- County Zoning
 - AE
 - AP
 - GC
 - GC-PD
 - GI
 - LI
 - LI-PD
 - SR
 - WR

Parcel ID	874727200011	Alternate ID	n/a	Owner Address	SMITH WILLIAM J
Sec/Twp/Rng	27-87-47	Class	A		5309 HWY 75 NORTH LOT 44
Property Address	2634 BUCHANAN AVE	Acres	16.96		SIOUX CITY, IA 51108
	SALIX				
District	0043				
Brief Tax Description	LIBERTY TOWNSHIP A TRIANGULAR TCT IN NE 1/4 OF 27-87-47 DESCRIBED AS BEG AT SW COR OF NE 1/4 THNC N 1723.95 FT, THNC SE 1970.67 FT, THNC W 922.04 FT TO POB				
	(Note: Not to be used on legal documents)				

Date created: 3/3/2026
 Last Data Uploaded: 3/3/2026 7:42:34 PM

Developed by **SCHNEIDER**
 GEOSPATIAL

Parcel Report

This following document is a **property report** for a parcel located at **2634 Buchanan Avenue, Salix, Iowa 51052**, within **Woodbury County**. It provides detailed information for real estate, legal, and tax purposes.

The parcel is identified by **Parcel ID 874272200011** and legally described as a triangular tract in the northeast quarter of Section 27, Township 87, Range 47. The tract measures **16.96 acres** and is zoned **AP – Agricultural Preservation**. The property lies within the **Liberty/Westwood district** and the **Westwood Community School District**.

Ownership details list **William J. Smith** as the deed holder and mailing address recipient at *5309 Hwy 75 North Lot 44, Sioux City, IA 51108*. The property was purchased from **Braunger Mary E Revocable Trust** on **March 24, 2021**, for **\$50,000**, recorded under deed number **2021-05476**.

The land is classified as **Agriculture**, with no assessed value for buildings or dwellings. Assessed land values over five years are:

2021: \$33,540

2022: \$33,410

2023–2024: \$43,000

2025: \$50,720

Gross and net assessed values match the land values each year, with no exemptions applied.

The report notes that no data is available for residential or commercial buildings, agricultural structures, yard extras, permits, or sketches. It includes links for Sioux City special assessments and Woodbury County tax credit applications.

A legal disclaimer clarifies that the data does not represent a survey and is provided “as is” without warranty. The report was last updated on **March 3, 2026**, and developed by **Schneider Geospatial**.

Woodbury County, IA / Sioux City

Summary

Parcel ID 874727200011
Alternate ID
Property Address 2634 BUCHANAN AVE
SALIX IA 51052
Sec/Twp/Rng 27-87-47
Brief LIBERTY TOWNSHIP A TRIANGULAR TCT IN NE 1/4 OF 27-87-47 DESCRIBED AS BEG AT SW COR OF NE 1/4 THNC N 1723.95 FT, THNC SE 1970.67
Tax Description FT, THNC W 922.04 FT TO POB
(Note: Not to be used on legal documents)
Deed Book/Page 2021-05476 (4/26/2021)
Gross Acres 16.96
Net Acres 16.96
Zoning AP - AGRICULTURAL PRESERVATION
District 0043 LIBERTY/WESTWOOD
School District WESTWOOD COMM
Neighborhood N/A

Owner

Deed Holder
SMITH WILLIAM J
5309 HWY 75 NORTH LOT 44
SIOUX CITY IA 51108
Contract Holder
Mailing Address
SMITH WILLIAM J
5309 HWY 75 NORTH LOT 44
SIOUX CITY IA 51108

Land

Lot Area 16.96 Acres :738,778 SF

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
3/24/2021	BRAUNGER MARY E REV. TRUST	SMITH WILLIAM J	2021-05476	Split or division	Deed		\$50,000.00

Valuation

	2025	2024	2023	2022	2021
Classification	Agriculture	Agriculture	Agriculture	Agriculture	Agriculture
+ Assessed Land Value	\$50,720	\$43,000	\$43,000	\$33,410	\$33,540
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$50,720	\$43,000	\$43,000	\$33,410	\$33,540
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$50,720	\$43,000	\$43,000	\$33,410	\$33,540

Sioux City Special Assessments and Fees

[Click here to view special assessment information for this parcel.](#)

Woodbury County Tax Credit Applications

[Apply for Homestead or Military Tax Credit](#)

No data available for the following modules: Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, Sioux City Tax Credit Applications, Sioux City Board of Review Petition, Photos, Sketches.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.
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[Contact Us](#)

Developed by
 SCHNEIDER
CORPORATE

Iowa CSR2 Soil Survey — Accessible Long Description

This document is part of a four-page soil survey for a parcel in Woodbury County, Iowa, identified as parcel 874727200011. It presents the *Corn Suitability Rating 2 (CSR2)* values for the soils within the parcel and explains how these ratings are determined and used.

The first page contains a map showing the triangular parcel bordered by Highway 75 and Buchanan Avenue. The parcel is divided into three color-coded soil areas, each labeled with a map unit symbol: 3146, 244, and 3549. These areas represent different soil types with distinct CSR2 ratings. The map includes roads, orientation markers, and a note that the soil map may not be valid at the displayed scale. It is produced by the USDA Natural Resources Conservation Service and dated March 3, 2026.

The second page provides a legend explaining the symbols used on the soil map. It defines the color ranges for soil rating polygons, dashed lines for soil rating boundaries, and square symbols for point ratings. It also lists map features such as streams, railroads, highways, and local roads. Additional map information explains the mapping scale, projection system, and limitations of enlarging soil maps. It notes that the data is based on certified USDA-NRCS sources and that aerial imagery dates from September 2022.

The third page contains a table summarizing the CSR2 ratings for each soil map unit within the parcel. The table lists the map unit symbol, soil name, CSR2 rating, acres within the parcel, and percentage of the parcel each soil type occupies. The values are:

244 – Blend silty clay, 0–2% slopes, rarely flooded: CSR2 rating 81, covering 6.5 acres (38.7%).

3146 – Onawa-Albaton complex, 0–2% slopes, rarely flooded: CSR2 rating 72, covering 2.2 acres (12.8%).

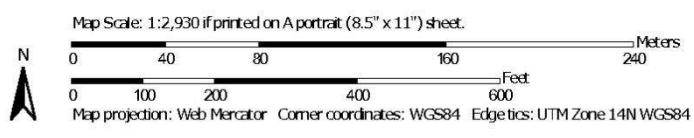
3549 – Modale complex, 0–2% slopes, rarely flooded: CSR2 rating 77, covering 8.2 acres (48.5%).

A description below the table explains that CSR2 is an index used in Iowa to compare soils based on their long-term potential for row-crop production. It outlines the assumptions used in rating soils, such as adequate management, natural rainfall, and absence of frequent flooding. It also notes that CSR2 values remain relatively stable over time even if yields change.





















The fourth page explains the concept of *aggregation* in soil mapping. It describes how soil components within a map unit are combined into a single representative value and how percent composition influences the aggregation process. It clarifies that some attributes require aggregation while others do not, and that the tie-break rule for this dataset selects the higher value when multiple candidates are present.

Each page includes USDA-NRCS branding, Web Soil Survey references, and the date March 3, 2026.

Iowa Corn Suitability Rating CSR2 (IA)—Woodbury County, Iowa
(874727200011)



MAP LEGEND

Area of Interest (AOI)	Background
 Area of Interest (AOI)	 Aerial Photography
Soils	
Soil Rating Polygons	
 <= 72	
 > 72 and <= 77	
 > 77 and <= 81	
 Not rated or not available	
Soil Rating Lines	
 <= 72	
 > 72 and <= 77	
 > 77 and <= 81	
 Not rated or not available	
Soil Rating Points	
 <= 72	
 > 72 and <= 77	
 > 77 and <= 81	
 Not rated or not available	
Water Features	
 Streams and Canals	
Transportation	
 Rails	
 Interstate Highways	
 US Routes	
 Major Roads	
 Local Roads	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Woodbury County, Iowa
Survey Area Data: Version 35, Sep 9, 2025

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 19, 2022—Sep 20, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Iowa Corn Suitability Rating CSR2 (IA)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
244	Blend silty clay, 0 to 2 percent slopes, rarely flooded	81	6.5	38.7%
3146	Onawa-Albaton complex, 0 to 2 percent slopes, rarely flooded	72	2.2	12.8%
3549	Modale complex, 0 to 2 percent slopes, rarely flooded	77	8.2	48.5%
Totals for Area of Interest			16.8	100.0%

Description

This attribute is only applicable to soils in the state of Iowa. Corn suitability ratings (CSR2) provide a relative ranking of all soils mapped in the State of Iowa according to their potential for the intensive production of row crops. The CSR2 is an index that can be used to rate the potential yield of one soil against that of another over a period of time. Considered in the ratings are average weather conditions and frequency of use of the soil for row crops. Ratings range from 100 for soils that have no physical limitations, occur on minimal slopes, and can be continuously row cropped to as low as 5 for soils that are severely limited for the production of row crops.

When the soils are rated, the following assumptions are made: a) adequate management, b) natural weather conditions (no irrigation), c) artificial drainage where required, d) no frequent flooding on the lower lying soils, and e) no land leveling or terracing. The weighted CSR2 for a given field can be modified by the occurrence of sandy spots, local deposits, rock and gravel outcrops, field boundaries, and noncrossable drainageways. Even though predicted average yields will change with time, the CSR2 values are expected to remain relatively constant in relation to one another over time.

Rating Options

Aggregation Method: No Aggregation Necessary

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

The majority of soil attributes are associated with a component of a map unit, and such an attribute has to be aggregated to the map unit level before a thematic map can be rendered. Map units, however, also have their own attributes. An attribute of a map unit does not have to be aggregated in order to render a corresponding thematic map. Therefore, the "aggregation method" for any attribute of a map unit is referred to as "No Aggregation Necessary".

Tie-break Rule: Higher

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

Soil Report

This document is an agricultural land assessment report for Parcel ID 874727200011, located in Woodbury County, Iowa, covering 16.96 acres. It summarizes land use, soil composition, and productivity ratings relevant to tax and agricultural valuation.

The top section provides parcel details:

Gross Acres: 16.96

Exempt Acres: 0.00

Net Taxable Acres: 16.96

Average Unadjusted CSR2: 77.82, calculated from 1,319.9 CSR2 points over 16.96 acres

Agland Active Config Year: 2025

Processed Date: February 16, 2022

The Sub Parcel Summary table shows:

All 16.96 acres are valued at 100% with a CSR2 of 77.82

No non-crop land is present

Total CSR2 points: 1,319.90

The Soil Summary table breaks down the parcel into three soil types:

Blend silt clay (Map Unit 244) — CSR2: 81.00, covering 6.47 acres, contributing 524.07 CSR2 points

Modale complex (Map Unit 3549) — CSR2: 77.00, covering 8.11 acres, contributing 624.47 CSR2 points

Onawa-Albaton complex (Map Unit 3146) — CSR2: 72.00, covering 2.38 acres, contributing 171.36 CSR2 points

The total matches the parcel's full acreage and CSR2 point total. All values are unadjusted and reflect full productivity potential under standard assumptions.

A disclaimer at the bottom notes that the data is provided "as is" without warranty and does not represent a legal survey. The report was last updated on March 3, 2022, and developed by Schneider Geospatial.

Woodbury County, IA / Sioux City

Summary

Parcel ID	874727200011	
Gross Acres	16.96	
ROW Acres	0.00	
Gross Taxable Acres	16.96	
Exempt Acres	0.00	
Net Taxable Acres	16.96	(Gross Taxable Acres - Exempt Land)
Average Unadjusted CSR2	77.82	(1319.9 CSR2 Points / 16.96 Gross Taxable Acres)

Agland Active Config 2025
 Processed Date and Time 2026-02-16 10:02:24

Sub Parcel Summary

Description	Acres	CSR2	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	16.96	77.82	1,319.90	1,319.90
Non-Crop	0.00	0.00	0.00	0.00
Total	16.96		1,319.90	1,319.90

Soil Summary

Description	SMS	Soil Name	CSR2	Adjusted Acres	Unadjusted CSR2 Points	Adjusted CSR2 Points
100% Value	244	Blend silty clay, 0 to 2 percent slopes, rarely flooded	81.00	6.47	524.07	524.07
100% Value	3549	Modale complex, 0 to 2 percent slopes, rarely flooded	77.00	8.11	624.47	624.47
100% Value	3146	Onawa-Albaton complex, 0 to 2 percent slopes, rarely flooded	72.00	2.38	171.36	171.36
Total				16.96	1,319.90	1,319.90

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Contact Us:



Elevation Map

The following document is an aerial map showing agricultural land parcels in a rural area. The map highlights a specific property labeled **Parcel 874727200011**. The highlighted parcel is outlined in blue and sits adjacent to a diagonal transportation corridor, which appears to be either a road or railway. The surrounding landscape consists of rectangular and irregularly shaped farm fields in varying shades of green and brown, indicating different crop types or stages of cultivation.

Several neighboring parcels are marked with yellow identification numbers, including **1082, 1084, 1086, 1088, 1080L, 1082L, 1082P, and 1082T**. These labels help identify adjacent properties for land-use planning or assessment purposes. The highlighted parcel is positioned near the center of the image, with the diagonal corridor forming one of its boundaries.

The map is used for land management, agricultural assessment, or zoning reference. It visually communicates parcel boundaries, relative parcel sizes, and the surrounding agricultural landscape.



WOODBURY COUNTY AGENDA ITEM(S) REQUEST FORM

Date: 6/4/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Auditor Recorder Michelle Skaff

Wording for Agenda Item:

Canvass the 2026 Primary Election

Action Required:

Approve Ordinance

Approve Resolution

Approve Motion

Hold Public Hearing

Informational

Attachments

Set Time:

Reviewed by County Attorney's Office:

Background & Financial Impact:

Recommendation:

Motion by second by to receive for signatures the canvass of the 2026 Primary Election.

Approved by Board of Supervisors on March 17, 2026

Woodbury County Board of Supervisors Agenda Item(s) Request Form

Date: 06/03/2026 Weekly Agenda Date: 06/09/2026

Elected Official / Department Head / Citizen: Kevin Grieme, Siouxland District Health Dept.

Wording for Agenda Item:

Approval and authorize Board Chair to sign the Agreement to Provide Public Health Services to the Residents of Ida County FY27

Action Required:

Approve Ordinance Approve Resolution Approve Motion

Hold Public Hearing Informational Attachments

Set Time _____

Reviewed by County Attorney's Office

Background & Financial Impact:

This agreement is the result of the work being proposed for the provision of public health services in Ida County. Within in the provisions of this agreement, it outlines who is responsible and what these responsibilities are. This is for a one year agreement. The agreement also outlines the funding that will be used for these services, which is a combination of tax allotment from Ida County and grant funds from the Local Public Health Services and Immunization Services grant. This agreement has been approved and signed by the Siouxland District Board of Health. This agreement will also be presented to the Ida County Board of Supervisors and Board of Health. There is an 8% administrative fee that has been budgeted in to cover any other costs that might be incurred.

Recommendation:

To approve the motion to approve the agreement and authorize the Board Chair to sgn.

**AGREEMENT TO PROVIDE PUBLIC HEALTH SERVICES
TO THE RESIDENTS OF IDA COUNTY FY27**

This agreement is entered into between the Ida County Board of Health (hereinafter *CONTRACTOR*) and Siouxland District Health Department (hereinafter *SUBCONTRACTOR*). Therefore, the Ida County Board of Health appoints Siouxland District Health Department as Ida County's Local Public Health Agency to facilitate the provision of core public health functions, public health emergency preparedness and other essential public health services in Ida County for the duration of this contract.

The *CONTRACTOR* and *SUBCONTRACTOR* will maintain involvement in the community health needs assessment as well as the determination of the needs of target populations and priorities. This will be accomplished with community input.

The *CONTRACTOR* and *SUBCONTRACTOR* agree that the Local Public Health Agency shall be named:

SIouxLAND DISTRICT HEALTH DEPARTMENT – IDA COUNTY

RESPONSIBILITIES OF THE *CONTRACTOR*

Make available to *SUBCONTRACTOR* all documents related to the contracts with the Iowa Health and Human Services (hereinafter *HHS*). This includes but may not be limited to:

- FY27 Contract for Local Public Health Services
- General Conditions, effective 07.01/2026
- General Terms for Service Contracts 08/01/2023
- Subsequent contract amendments and modifications
- All *HHS* required reports

Maintain ongoing communication regarding the grant and keep all local officials and subcontractors appropriately informed.

Comply with special and general conditions of the contracts and related documents.

Assure compliance by the subcontractors with the requirements of Iowa Administrative Code Chapter 80 for Local Public Health Services.

Review/approve proposed service changes requested by subcontractors and submit a request for change to *HHS* for approval.

The *CONTRACTOR* shall provide *HHS*, the subcontractors, and any of their duly authorized representatives with access, for the purpose of auditing and examination, to any documents, papers, and records of the *CONTRACTOR* pertinent to the subcontract.

The *CONTRACTOR* shall make and receive annual allocation requests to the Ida County Board of Supervisors for the provision of public health services.

RESPONSIBILITIES OF THE *SUBCONTRACTOR*

The *SUBCONTRACTOR* is responsible for providing each of the services outlined in the workplan submitted to *HHS*. Services shall be provided in compliance with IAC 641-80 for Local Public Health Services, *HHS* Special Conditions and General Terms for Service Contracts, and as identified in the grant contract.

The *SUBCONTRACTOR* shall employ and assure competency of staff to comply with grant contracts and public health core services.

The *SUBCONTRACTOR* shall execute lease agreement for facilities/office space with Horn Memorial Hospital.

The *SUBCONTRACTOR* shall secure insurance coverage that will follow these principles in placing coverage:

- a. All policies paid for as a Program expense of the Programs
- b. Such policies shall include professional liability coverage, officer and director coverage and comprehensive general liability coverage, and other coverage agreed by the parties.
- c. General contents insurance at replacement cost value.

The *SUBCONTRACTOR* shall provide *HHS*, the *CONTRACTOR*, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the *SUBCONTRACTOR* pertinent to the subcontract.

The *SUBCONTRACTOR* shall complete and submit timely reimbursement claims electronically, via email attachment to the designated individual on or before the 12th of the subsequent month with all supporting documentation provided to back up each prior monthly claim.

SERVICES/ACTIVITIES PROVIDED BY THE *SUBCONTRACTOR* WILL INCLUDE:

Local Public Health Services Grant Health Activities – Population-based activities related to Foundational Public Health services related to communicable disease control, chronic disease & injury prevention.

Immunizations Grant– Activities related to the provision of vaccines that prevent diseases for adults and children. All activities are outlined in a specific work plan.

FUNDING AGREEMENT

The Ida County Board of Health agrees to provide the *SUBCONTRACTOR* with grant funds for budgeted and approved expenditures which have been incurred during the contract year. The amount of funds for each appropriation line is identified on the *DEPARTMENT* contract face sheet and is as follows:

County Tax Funds:	\$187,675.00
FY27 Immunization grant:	7,070.00
FY27 Local Public Health Services grant:	\$28,850.00 (see table)

Local Public Health Services Grant:

	Population Health Services	
Salaries/Fringe	\$	23,007.00
Other	\$	3,530.00
Indirect/Admin Costs	\$	2,313.00
Total	\$	28,850.00

Any additional appropriation or de-appropriation during the fiscal year will be in the dollar amount stated on *HHS* contract amendment face sheet. The *CONTRACTOR* may withhold any grant funds from the *SUBCONTRACTOR* that are withheld by *HHS* until notice of release.

NOTICES

All notices under this Agreement will be effective if in writing and when either personally delivered to the following persons electronically or mailed:

To: Chairman
 Ida County Board of Health
 Health
 401 Moorehead St
 Ida Grove, IA 51445

To: Chairman
 Siouxland District Board of
 Health
 1014 Nebraska Street
 Sioux City, IA 51105

EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This agreement shall have an effective date of July 1, 2026, through June 30, 2027.

Either party may terminate their participation in this agreement with 180 days written notice to the other party prior to the termination date. This agreement may also be modified if adequate funds are not appropriated or available.

SIGNATURE PAGE

Chairperson
Ida County Board of Health

Date

Chairperson
Ida County Board of Supervisors

Date

Audrey Turner

Chairperson
Siouxland District Health Department
Board of Health

Date

Chairperson
Woodbury County Board of
Supervisors

Date

Woodbury County Board of Supervisors Agenda Item(s) Request Form

Date: 6/3/2026 Weekly Agenda Date: 6/9/2026

Elected Official / Department Head / Citizen: Wes Hunold, Nick Haugen, John Hinse

Wording for Agenda Item:

6 ton Embargo Project Exemption / 6 ton embargo removal 220th Street (County), Sergeant Bluff, Iowa

Action Required:

Approve Ordinance Approve Resolution Approve Motion

Hold Public Hearing Informational Attachments

Set Time _____

Reviewed by County Attorney's Office

Background & Financial Impact:

Hunold family purchased two (2) land lots that are only accessible from 220th street. A house permit was filed and approved for Hunold family to build a new house on these two (2) new lots. Construction on the Hunold house started in late April. On May 5, 2026 a 6 ton embargo was placed on 220th street (County Route K29 East one and one half mile to the end of the seal coat). This embargo has delayed our house construction.

Recommendation:

We need a project exemption so that we can continue to bring construction equipment and construction material to the project site.