NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 9, 2015) (WEEK 24 OF 2015)

Agenda and Minutes also available at
www.woodburyiowa.com

Larry D. Clausen	Mark A. Monson	Jaclyn D. Smith	Jeremy J. Taylor	Matthew A. Ung
389-5329	204-1015	898-0477	259-7910	490-7852
lclausen@sioux-city.org	mark@mudflap.com	jasmith@sioux-city.org	jeremytaylor@cableone.net	matthewung@sioux-city.org

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 9, 2015 at **4:30 p.m.** in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

4:30 p.m. 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

2. Citizen Concerns	Information
3. Approval of the agenda (June 9, 2015)	Action
4. Approval of the minutes of June 2, 2015 meeting	Action
5. Discussion and approval of claims	Action
6. Human Resources – Ed Gilliland	
a. Approval of Memorandum of Personnel Transactions	Action
b. Authorize Chairman to sign Authorization to Initiate Hiring Process	Action
c. Approval of request to de-authorize position	Action
d. ADP background checks, discussion and action	Action
e. Addition of cyber security coverage to the liability coverage, discussion and action	Action
f. Approval of resolution thanking and commending Ronald Kerr for services to Woodbury County	Action
7. Approval of appointments to Boards/Commissions	
a. Library Board of Trustees	Action
b. Veteran Affairs Commission	Action
c. Civil Service Commission	Action

8. County Auditor – Patrick Gill
   Receive appointment of Council Member for Lawton City Council — Action

9. Building Services – Mike Headid
   Opening of bids for black top repair for Prairie Hills — Action

10. RML Architects – Mike Neswick
    Approval of architectural services proposal for exterior stairs and entrance of the Law Enforcement Center — Action

11. Secondary Roads – Mark Nahra
    a. Consideration of award of bids for resurfacing a portion of county route D22 — Action
    b. Consideration of approval of construction plans for project to replace bridge N91, the 260th Street Bridge in Section 27 of Miller Township — Action
    c. Consideration of approval of construction plans for a project to replace the Fayette Avenue culvert in Section 34 of Banner Township — Action

12. Board of Supervisors – Jeremy Taylor
    a. Internal procedures for requesting services under McClure Engineering contract and for administrating the contract — Information
    b. Discussion of Baker Group timeline — Information

Recess Board of Supervisors Meeting
Convene Drainage District Trustee Meeting

13. Approval of June 2, 2015, minutes

Adjourn Drainage District Trustee Meeting
Continue Board of Supervisors Meeting

14. Reports on committee meetings — Information

15. Citizen's Concerns — Information

16. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, JUNE 9	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, JUNE 10	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, JUNE 11	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, JUNE 16	**4:30 p.m.**	Community Action Agency of Siouxland Board Meeting, 2700 Leech Ave.
WEDNESDAY, JUNE 17	**12:00 noon**	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, JUNE 18	**11:00 a.m.**	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, JUNE 22	**6:00 p.m.**	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa
TUESDAY , JUNE 23	**1:30 p.m.**	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
MONDAY, JULY 6	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, JULY 7	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THURSDAY, JULY 2	**5:00 p.m.**	Conservation Board Meeting, Little Sioux Park Heritage Shelter
WEDNESDAY, JULY 8	**8:05 a.m.**	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m.	911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m.	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, JULY 9	**7:00 p.m.**	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, JULY 14	**10:00 a.m.**	Senior Center Board of Directors Meeting, 313 Cook Street

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.

#4

JUNE 02, 2015 — TWENTYTHIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, June 2, 2015 at 4:30 p.m. Board members present were Clausen, Monson, Taylor, Smith, and Ung. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director, Jean Jessen, Deputy County auditor, and Patrick Gill, Auditor/Clerk to the Board.

1. Secondary Roads Tour at 9:00 a.m was cancelled.

2. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.

3. Citizen concerns.

4. Motion by Taylor second by Ung to approve the Agenda for June 2, 2015. Carried 5-0. Copy filed.

5. Motion by Taylor second by Ung to approve the minutes of the May 26, 2015 Board meeting. Carried 5-0. Copy filed.

6. Motion by Taylor second by Ung to approve the county's claims totaling $373,096.60. Carried 5-0 on a roll call vote. Copy filed.

7a. Motion by Clausen second by Smith to approve the end of probation of Karl Johnk, Equipment Operator, Secondary Roads Dept., effective 6-10-15, $21.35/hour, 3%=$.64/hr. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.; the reclassification of Sharon Dimmit, Clerk II, Auditor/Recorder Dept., effective 6-14-15, $17.33/hour, 5.4%=.90/hr. Per AFSCME Courthouse Contract agreement, from Grade3/Step 3 to Grade 3/Step 4.; the end of probation of Peter McDermott, Equipment Operator, Secondary Roads Dept., effective 6-18-15, $21.35/hour, 3%=.64/hr. Per CWA Secondary Roads Contract agreement, End of Probation Salary Increase.; and the separation of Thomas Handke, District Foremen, Secondary Roads Dept., effective 6-21-15. Retirement. Carried 5-0. Copy filed.

7b. Motion by Smith second by Clausen to approve the request from Thomas Handke and his wife to remain on County Health Insurance Plan. Carried 5-0. Copy filed.

7c. Motion by Ung second by Monson to approve and authorize the Chairperson to sign and "Authorization to Initiate Hiring Process" for Custodian, Building Services Dept., AFSCME Courthouse: $13.44-$14.80/hour. Carried 5-0. Copy filed.

8a. Motion by Smith second by Ung to receive the appointment of Ryan Waite, 126 Nimrod St., Salix, IA, as Trustee for Liberty Township, to fill the office previously held by John Hollenbeck, until the next regular election. The appointment was made on May 26, 2015. Carried 5-0. Copy filed.

8b. Motion by Clausen second by Ung to receive the appointment of Jerry Boggs, 102 E. Brady St., Anthon, IA, as Council Member for the City of Anthon, to fill the office previously held by Beulah Sand, until the next regular election. The appointment was made on May 27, 2015. Carried 5-0. Copy filed.

9a. Motion by Taylor second by Monson to approve and authorize the Chairperson to sign a Resolution for tax suspension for Bonnie Bentley, 3341 Dearborn Blvd., Sioux City, parcel #894716154010 for one year. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,187
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES

WHEREAS, Bonnie M. Bentley, is the titleholder of property located at 3341 Dearborn Blvd., Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 16 154 010
NORTH HAVEN PT VAC MC DONALD AVE W OF & LOT 3 BLK 4

WHEREAS, Bonnie M. Bentley, is the titleholder of the aforementioned properties have petitioned the Board of Supervisors for a suspension of taxes pursuant to the 2009 Iowa Code section 427.9, and

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

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

SO RESOLVED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9b. Motion by Clausen second by Ung to approve and receive for signatures a Resolution thanking and commending Thomas Handke for his years of service to Woodbury County. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION 12,188
A RESOLUTION THANKING AND COMMENDING
THOMAS HANDKE
FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Thomas Handke has capably served Woodbury County as an employee of the Woodbury County Secondary Roads for 44 years from June 28, 1971 to June 21, 2015; and

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

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

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

BE IT SO RESOLVED this 2nd day of June 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9c. A public hearing was held at 4:40 p.m. for the sale of property parcel #320430, 2323 W. 14th St, Sioux City. The Chairperson called on anyone wishing to be heard.

Motion by Clausen second by Smith to close the public hearing. Carried 5-0.

Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Larry & Gloria Caskey, 2325 W. 14th St., Sioux City, IA for real estate parcel #320430, 2323 W. 14th St, Sioux City, for $100.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,189

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Gloria Caskey & Larry Caskey in the sum of **One Hundred Dollars & 00/100 ($100.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #320430

Lot Seven, Block One, Levitt Heights Addition, City of Sioux City, Woodbury County, Iowa (2323 W. 14th Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9d. A public hearing was held at 4:42 p.m. for the sale of property parcel #182115, 3112 1st St., Sioux City. The Chairperson called on anyone wishing to be heard.

Motion by Smith second by Ung to close the public hearing. Carried 5-0.

Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution for the sale of this parcel to Kelly Jo Case, 3116 1st St., Sioux City, IA for real estate parcel #182115, 3112 1st St, Sioux City, for $408.00 plus recording fees. Carried 5-0.

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA
RESOLUTION #12,190

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Kelly Jo Case in the sum of **Four Hundred Eight Dollars & 00/100 ($408.00)**----------dollars.

For the following described real estate, To Wit:

Parcel #182115

Lot Four, Block Ten, Gaughrans 2nd Addition to Sioux City and Woodbury County, Iowa (3112 1st Street)

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said

Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this 2nd Day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9e. Motion by Smith second by Clausen to approve the request reducing the Rural Basic tax rate by 39.3 cents per thousand of taxable value for FY 2017 by using the additional $333,453 to accomplish this reduction. Carried 5-0. Copy filed.

9f. Motion by Smith second by Taylor to approve the payment of the two invoices submitted by McClure Engineering in the amount of $38,847.71 from L.O.S.T. funds.

The motion was withdrawn without objection.

Motion by Smith second by Taylor to postpone action to approve the payment of the invoice #1 submitted by McClure Engineering in the amount of from L.O.S.T. funds. Carried 5-0.

Motion by Smith second by Taylor to approve the payment of the invoice #2 submitted by McClure Engineering in the amount of from L.O.S.T. funds. Carried 4-1 on a roll call vote; Clausen opposed.

10. Motion by Taylor second by Clausen to approve the placement of a 1934 Constitution Lithograph in the Courthouse for a cost of $700.00, $350.00 from Gaming funds and $350.00 from Elected Officials subject to the approval of historical requirements. Carried 5-0. Copy filed.

11. Motion by Clausen second by Taylor to approve the one year contract extension with CBM Food Service. Carried 5-0. Copy filed.

12a. Motion by Taylor second by Ung to approve the contract with Dixon Construction to repair the Haskell Avenue Bridge for $35,800. Carried 5-0. Copy filed.

12b. Motion by Smith second by Ung to accept the bid from and award the project to Graves Construction Company for the replacement of Bridge P-260 for $341,966.06. Carried 5-0. Copy filed.

12c. Motion by Clausen second by Taylor to postpone action to accept the bid from and award the project to Knife River Corporation for HMA Resurfacing on County Route D-22 for $997,421.34. Carried 5-0. Copy filed.

12d. Motion by Smith second by Clausen to approve the plans for project #L-B(X101)—73-97. Carried 5-0. Copy filed.

12e. Motion by Monson second by Taylor to approve PPM #1-Secondary Road Driveways and Entrances and PPM #2-SignInstallation, Inspection, and Maintenance Program and Policy. Carried 5-0. Copy filed.

12f. There was an initial review of County Secondary Road Department policies for road upgrade requests and departmental vehicle use.

13. Bid letting was held for Climbing Hill Window replacement. The bids are as follows:

HCI Construction Company, South Sioux City	$78,741.00
Sands Construction, Sioux City	$47,424.68

Motion by Ung second by Taylor to receive the bids and submit them to Emergency Services/Building Services for review and recommendation. Carried 5-0. Copy filed.

14. There was a discussion of a Vision for Rural Woodbury County.

15. Motion by Ung second by Taylor to schedule a special joint meeting of the Woodbury County Board and the City Council of Moville for June 24th, 2015 and authorize the chairman to make arrangements to accomplish such. Carried 5-0. Copy filed.

16. The Board of Supervisors Meeting was recessed for a Drainage District Meeting.

The Board of Supervisor's meeting was called back to order.

17. The Board reported on committee meetings they have attended.

18. Citizen's concerns.

19. Board concerns and comments.

The Board adjourned the regular meeting until June 9, 2015.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#6a

Date: 6-4-15

Weekly Agenda Date: 6-09-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Memorandum of Personnel Transactions

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Approval of Memorandum of Personnel Transactions

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve the Memorandum of Personnel Transactions

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

MEMORANDUM

TO: **Board of Supervisors and the Taxpayers of Woodbury County**

FROM: **Ed Gilliland, Human Resources Director**
Gloria Mollet, Human Resources Assistant Director
gmollet

RE: **Memorandum of Personnel Transactions**

DATE: **June 9, 2015**

For the June 9, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Sheriff Reservist Transfer to PT Courthouse Safety & Security Officer.
2) Social Services Case Manager, 3 year Salary Increase.
3) Juvenile Detention Intake Officer, Retirement.
4) Asst. County Attorney, Retirement.

Thank you.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 9, 2015

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
DeWitt, Rocky	County Sheriff	6-10-15	P/T Courthouse Safety & Security Officer	$16.43/hour		T	Transfer from Sheriff Reserve to P/T Courthouse Safety & Security Officer.
Menard, Brandy	Social Services	6-27-15	Case Manager	$21.44/hour	6%=$1.26/hr	R	Per Wage Plan Matrix, 3 year Salary Increase.
Arndt, Michael	Juvenile Detention	6-30-15	Intake Officer			S	Retirement.
Sloan, Dewey	County Attorney	7-31-15	Asst. County Attorney			S	Retirement

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR: Gloria Mollet

#6b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

Date: 6-04-15

Weekly Agenda Date: 6-09-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Authorization to Initiate Hiring Process

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Authorize Chairman to Sign Authorization to Initiate Hiring Process

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Authorize Chairman to Sign Authorization to Initiate Hiring Process.

Approved by Board of Supervisors March 3, 2015.

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: June 9, 2015

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
Building Services	Maintenance Worker-Grounds Keeper (New Position – Pay Grade 3)	AFSCME Courthouse: $14.96-$16.43/hour		
	*Please see attached memo and position description.			
County Attorney	Asst. County Attorney	AFSCME Asst. County Attorney: $53,037-$61,336/year		
	*Please see attached memo.			

Chairman, Board of Supervisors

(AUTHFORM.doc/FORMS)

Woodbury County Building Services

Courthouse - Room B07
620 Douglas Street
Sioux City, IA 51101
Telephone (712) 279-6539 - Fax (712) 279-6532

BUILDING SUPERINTEDENT
Mark Elgert
Assistant Bldg. Superintendent
Mike Headid

Woodbury County Board of Supervisors:

There has been a change in job description for the Custodial position. It has now been change to Maintenance Worker/Grounds Keeper due to the upload of work this individual will be taking on. This individual will now be taking on the mowing for all occupied and unoccupied County properties and overall assistance as needed within the department such as, minor plumbing, minor electrical, carpentry repairs and paint as necessary. This is in addition to regular custodial duties.

We are also requiring this individual to maintain a valid driver's license.

Woodbury County Building Services
Assistant Building Superintendent

Mike Headid

Mike Headid

WOODBURY COUNTY
POSITION DESCRIPTION

Name: _____ **Department: County Building Services**
Title: County Building Services Maintenance Worker/Grounds Keeper **FLSA Designation: Non-Exempt/Grade 3**
Effective Date: June 2015 **Reports to: County Building Services Superintendent and Assistant Superintendent**

Purpose:
Responsible for assisting with the efficient and effective accomplishment of all cleaning and general maintenance and other designated offices in other buildings in accordance with County objectives for cleanliness image and health; under the direct authority of the Building Superintendent and the Assistant Building Superintendent.

Essential Functions and Responsibilities:
The following duties are typical for this position. These are not to be construed as exclusive or all inclusive. Other duties may be required and assigned.

- Cleans Woodbury County's buildings
- Responsible for the effective accomplishment of all designated cleaning work in the Courthouse and nearby County offices as directed by supervisor
- Operates cleaning machines including carpet shampooer, waxer and buffer
- Maintains adequate supply of paper supplies in restrooms as well as soap in dispensers
- Responsible for leaving offices and buildings properly locked and secured
- Responsible for checking offices and buildings to assure that lights are out, electric coffee pots and office machines are off, windows are closed and locked, and all areas are secure from outside intrusion
- Responsible and accountable for seeing that all papers, documents and belongings remain undisturbed in the respective offices
- Prepare County property for events including furniture set-up and cleaning
- Perform general maintenance, minor plumbing, minor electrical, carpentry repairs, and paint as necessary
- Responsible for upkeep of occupied and unoccupied County properties, mowing, weed eating, trimming of trees and removal of any garbage
- Attendance is required
- Must have a valid driver's license

Non-Essential Functions and Responsibilities:

- Performs a variety of other duties relative to the scope of responsibility as assigned by the supervisor

Minimum Education and Experience Required to Perform Essential Functions:

- Possess High School diploma or General Equivalency Degree (GED)
- Basic knowledge of janitorial procedures
- The ability to learn to operate various cleaning machines
- Must be able to read/understand labels on various cleaning chemicals, etc. in English, etc.
- Physical ability to lift at least 50 85 pounds and to remain standing for long periods of time
- Candidate for hire must successfully pass a background check, physical examination, vision, back screen and drug screening prior to employment
- Knowledge of minor plumbing, minor electrical, carpentry repairs, and painting

Mental and Physical Competencies Required to the Perform Essential Functions:
Language Ability
Ability to read and interpret documents such as safety rules, operation and maintenance instructions, and procedure manuals and/or Iowa or County Building Services systems . Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of the County in clearly spoken English. Ability to read and understand legal descriptions, policies, and procedures. Able to communicate Woodbury County policies to managerial and non-managerial groups in person and in writing. Able by voice communications to express or exchange ideas by means of the spoken word in clearly spoken English.

Mathematical Skills
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw or interpret graphs. Knowledge of basic bookkeeping principles. Knowledge of legislative requirements related to County systems. Knowledge of County principles and procedures.

Behavior Skills
Ability to begin work at the starting time without tardiness, absenteeism, or leaving work early without authorization or for good reason. Conduct or appearance in good keeping with a professional image and/or position of the County. Ability to read and understand the Work Rules of the County such as Bullying will not be tolerated, theft and dishonesty will not be tolerated, and disobedience, insubordination, or refusal to comply with reasonable instructions of authorized supervision will not be tolerated. Ability to cope with numerous time sensitive requests from County offices. Attendance is required.

Reasoning Ability
Ability to apply common sense understanding to carry out simple one or two stage instructions. Ability to deal with standardized situations with only occasional or no variables. Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardizes situations. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.

Cognitive Demands
Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to set priorities regarding assignments and follow through to completion; ability to establish and maintain effective working relationships with associates and the general public by means of the spoken word in clearly spoken English

Equipment Used
Computer, typewriter, printers, calculator (10 key), copier, mail process machine, possess knowledge of anything relating to County Building Services systems. Routine heavy manual labor (50 to 85 pounds of dead lifting and to walk stairs carrying 50 pounds) ground keeper equipment-mower, weed eater, rakes, hoes, snow blower

Physical Demands
Typical environment involving sitting, walking, occasional bending, lifting and carrying objects and negligible amount of force frequently or constantly to move objects. Horizontal and vertical reaching motion is required.
Aptitudes required are those typically associated with operations related to County Building Services systems, numerical and forms perceptions, clarity of vision 20" or less to view computer screens and for preparing and analyzing written data and to determining the accuracy and thoroughness of work and observing general surrounds and activities, legal documents and cards; eye/hand/foot coordination, hand and finger dexterity, motor coordination, grasping and repetitive motions, hearing to perceive information at normal spoken word levels and conversation skills for expressing or exchanging ideas by means of the spoken word in clearly spoken English. Physical ability to work with hands, to stand for extended periods, to perform routine heavy manual labor (50 to 85 pounds of dead lifting and to walk stairs carrying 50 pounds) and to work during possibly adverse weather conditions.

Environmental Adaptability
Work is performed in all environments and has exposure to all environmental issues. The employee is subject to adverse environmental conditions.

Special Requirements
Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks. Candidate for hire must successfully pass a background check, physical examination , vision, back screen and drug screening prior to employment. The use of clearly spoken English for the skills and purposes of this job.
Attendance is required. Valid driver's license and insurance.

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements, and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the performed duties as directed by the Employer and or Department Head. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I understand that my attendance is required. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. I have the right to terminate my employment at any time and for any reason, and the Employer has a similar right.

_____ _____

Employee's Signature Date

_____ _____

Department Head Date

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.

MEMORANDUM

Date: June 5, 2015
To: Board of Supervisors
From: PJ Jennings
RE: Request for New Hire

Supervisors:

On July 31, 2015, one of our juvenile attorneys will be retiring. This is a very important position within our office of which we will only have two remaining after this employee retires. It is crucial that we get a new attorney hired as soon as possible as the duties and learning curve for a new juvenile prosecutor can be quite over-whelming. It would be vital to have the outgoing prosecutor be able to assist with the training of any new hire to the office.

I ask that you now approve the hiring of a new juvenile assistant prosecutor.

#6C

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S

Date: 6-04-15

Weekly Agenda Date: 6-09-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Deauthorize Existing Position in order to Authorize New Position

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Approval of Request to Deauthorize Position

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Request to Deauthorize Position

Approved by Board of Supervisors March 3, 2015.

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: June 9, 2015

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Building Services	Custodian		
	(Deauthorize Custodian to Authorize Maintenance Worker-Grounds Keeper Position.)		

Chairman, Board of Supervisors

(AUTHNOMORE.doc/PER210/FORMS/SECURE)

#6 d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: June 3, 2015

Weekly Agenda Date: June 9, 2015

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: More Comprehensive, More Accurate and Thorough Background Checks

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: ADP Background Checks, Discussion & Action.

Background Checks are an important item. Using a professional outside vendor for the background checks will provide a more timely and thorough background check.

EXECUTIVE SUMMARY:

We are currently only checking Iowa in our background checks, the cost is $15- per use. If we add Nebraska we are over $33 per applicant, South Dakota would be free.

With ADP $22- provides a comprehensive 50 state background check.

We have the ability to add the multi-state sex offender check, the FACIS check and others on a per person basis depending on the type of position.

Should we add the Sex Offender Registry Check for every applicant?

BACKGROUND:

Background Checks are an important item with new hires. We would like to use an outside vendor to be able to gain a more comprehensive background check. Until recently we had done background checks through Iowa DCI that would only turn up information on crimes committed in Iowa. We want 4 things to come from this:

1) We want a 50 state background check
2) We want to the ability to do a multi-state sex offender screening
3) We want to be able to do a national FACIS (Fraud and Abuse Control Information Systems) check for healthcare workers and others that may be in inherently sensitive positions

4) We want to be relieved of the liability that comes with finding information on a potential employee and having to withdraw the offer of hire.

FINANCIAL IMPACT:

$200.00 Implementation Fee. $7 a new hire to $18 a new hire when compared to current. Most typical would be $7 a new hire or about $500 to $750 per year.

When compared to a 3 state background check you may actually save money.

RECOMMENDATION:

The recommendation is to use ADP for the 50 state background check and to add to the basic background check when the position warrants it.

The question is do we complete a sex-offender registry check for every new hire?

ACTION REQUIRED/PROPOSED MOTION:

Motion to approve the use of ADP to complete background checks for the County for new hires.

Quote No. : 32333 | Quoted by : Paula Borra | Quote Dated : 05/11/2015 | Quote Expires : 08/09/2015

Screening solutions for Woodbury County

Your employees are your organization's face to the world, and you strive to hire the right candidates. ADP makes people selection easier. We also make managing your background screening program flexible and affordable with the following screening solutions. If your specific needs call for additional searches, we can also create customized solutions.

Screening Packages and Products

New Hire Solution 1
-SSN DM Search
-Smart Scan
-Up to 10 County Criminal Court Record
Total Package Price: $31.00 per person screened

New Hire Solution 2
-SSN DM Search
-Smart Scan
-Up to 3 County Criminal Court Record
Total Package Price: $22.00 per person screened

A La Carte Items

-TransUnion
Total Price: $5.00 per person screened

-FACIS Level 3
Total Price: $6.00 per person screened

-(1) Driving Record - Any One State
Total Price: $13.16 per person screened

-Adverse Action
Total Price: $5.05 per person screened

-(1) Education Verification(s)
Total Price: $9.09 per person screened

-(1) Employment Verification
Total Price: $9.09 per person screened

-(1) Driving Record - South Dakota
Total Price: $9.59 per person screened

-(1) Driving Record - Iowa
Total Price: $13.16 per person screened

-(1) Credential
Total Price: $9.09 per person screened

-Multi-State Sex Offender
Total Price: $5.00 per person screened

-OIG / GSA Sanctions
Total Price: $1.50 per person screened

-(1) Driving Record - Nebraska
Total Price: $7.61 per person screened

Substance Abuse Test

NDOT Lab Based Urine Drug Testing
5 Panel

ADP,LLC | Screening and Selection Services

paula.borra@adp.com 610-572-7051

-LabCorp Network PSC: $30.25
-Quest Network PSC: $33.50
- * Preferred 3rd Party Network PSC: $45.00
-Extended 3rd Party Network PSC: $57.50

9 Panel
-LabCorp Network PSC: $30.25
-Quest Network PSC: $33.50
- * Preferred 3rd Party Network PSC: $45.00
-Extended 3rd Party Network PSC: $57.50

10 Panel
-LabCorp Network PSC: $30.25
-Quest Network PSC: $33.50
- * Preferred 3rd Party Network PSC: $45.00
-Extended 3rd Party Network PSC: $57.50

Regulated Lab Based Urine Drug Testing
HHS DOT Regulated
-LabCorp Network PSC: $31.25
-Quest Network PSC: $34.50
- * Preferred 3rd Party Network PSC: $48.00
-Extended 3rd Party Network PSC: $61.50

Additional Fees and Services

Implementation fee: $200.00

Please note that the above pricing is inclusive of state, county and clearinghouse fees - with the following exception: A $65 state surcharge applies when ordering some criminal searches from New York. Misdemeanor records are not available in all U.S. counties. A $2.50 fee will apply if ADP must look up the phone number for employment, education, personal or credential verifications. International reference verifications will be subject to an additional $16 surcharge. Additional setup fees up to $160 may apply if access to credit reports is required. Prices are subject to change without notice. State sales tax may apply. Additional setup fees and steps for compliance may apply.

paula.borra@adp.com 610-572-7051

Screening Components Product Description

Social Security Number Verification
This verification solution allows an employer to determine if the Name and SSN provided by its candidate matches Social Security Administration records during the screening process, and before a job offer is extended. This search identifies whether the SSN holder's name and SSN combination match the SSA's records. Additionally, if the Social Security Administration's records indicate that the SSN is listed on the Death Master File, this search will display that information as well.

Name Link
Namelink is an in-depth report containing a candidate's places of residence (including specific street addresses) and dates of residence, based on public records. This search provides you with up-to-date and accurate information about where your candidate lived.

Smart Scan
ADP's Smart Scan quickly examines various jurisdictions to suggest additional, targeted criminal searches. In addition to the county search recommendations based on the information you provide, Smart Scan may recommend additional county court searches after matching identifiers to your candidate based on past residences and other potential public records. Smart Scan enables you to conduct a more thorough background search by recommending county searches that are more likely to have records pertaining to your candidate.

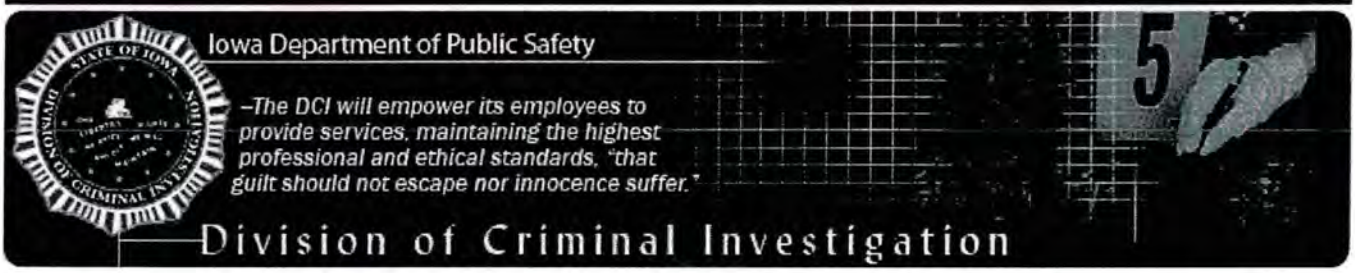
County Standard Felony and Misdemeanor Reports
Our county criminal history reports provide felony court records for all U.S. counties. ADP conducts many live searches via a vast network of court researchers to obtain its county criminal records information directly from county courthouses or the primary court record repository. In addition, in counties where current criminal history information is updated, and readily available online, we have the technology in place to retrieve and report that information quickly without compromising quality.

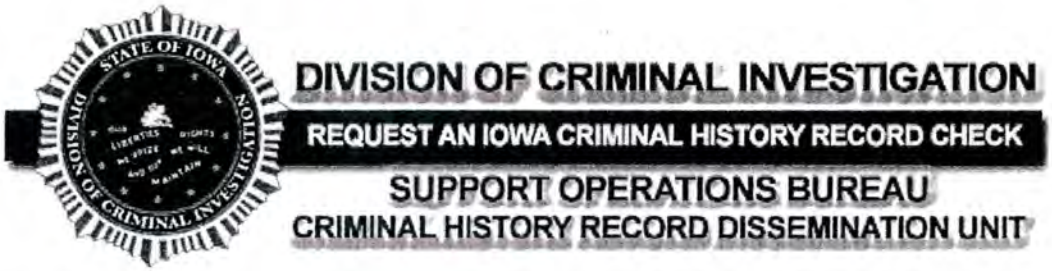
Motor Vehicle Records
ADP offers driving records from any U.S. state, Canada, the U.S. Virgin Islands, and Puerto Rico. ADP's express driving records are available in most states with results available in less than a business day. Information reported includes: driving convictions, violations, and suspensions; licence statuses; and driving histories.

Multi-State Sex Offender Registry
ADP offers a Multi-State Sex Offender Registry search which provides results obtained from the Dru Sjodin National Sex Offender Public Website, coordinated by the U.S. Department of Justice, with detail verified at the state registry level. The search includes an examination of the public sex offender registries for 48 U.S. States (not California or Nevada) and the District of Columbia.

Reference Verification
ADP offers several types of reference verifications; these verifications may be available outside of the U.S. and Canada for an additional fee.

Adverse Action
ADP can manage your Fair Credit Reporting Act (FCRA) Adverse Action candidate notification process from start to finish. If you decide not to hire candidates based in any part on their background check results, you can order our Adverse Action notification service on most screens, and we will send out all FCRA-mandated candidate correspondence.





The Criminal History Record Dissemination Unit provides several options for requesting Iowa criminal history record information including mail, fax or in person requests, as well as a website that will provide Iowa criminal history record information that is releasable by law without a waiver from the subject of the request, pursuant to Chapter 692.2 of the Code of Iowa. However, if you are able to obtain a signed waiver from the subject of your request, we recommend you utilize the forms below as you will receive complete Iowa criminal history record information. The fee for an Iowa Criminal History Record Check through the DCI is $15 per last name.

You may request a non-waiver Iowa criminal history record check through our Iowa Criminal History Record Check website. Please click on the link provided and you will be connected directly to the website. The Iowa Criminal History Record Check website is designed to give the general public an easily accessible location to obtain Iowa criminal history data.

You may request Iowa criminal history record information by completing the required forms and submitting them to our office by mail or fax. To obtain the forms, please download both a Request Form and Billing Form below. Each last name submitted requires a separate Request Form with payment for each. However, only one Billing Form is needed when submitting several requests at once.

Each form is available in either Word for Windows 6.0 format (.doc as the extender on the file name) or in Portable Document Format (.pdf as the extender).

- Criminal History Request form - pdf format
- Criminal History Billing form - pdf format

Official Nebraska Government Website

Search

Home | Administration | Divisions | Training Academy | Career Opportunities | Associations/ Links | Sex Offender Registry | Programs/ Services | Contact Us

Criminal History Reports

The public may request a Record of Arrest and Prosecution (RAP) sheet for individuals. The RAP sheet includes arrests and resulting dispositions. Dispositions are the result of the adjudication process and may include convictions, null pros, acquittals and nullified convictions through set-asides and pardons.

There are three ways in which to request a report:

1. You may mail your request along with a $15.00 cashier's check, personal check, or money order to the following address:

   Nebraska State Patrol
   Criminal Identification Division
   P.O. Box 94907
   Lincoln, NE 68509

2. You may come in person with a $15.00 cashier's check, personal check money order or cash to the following address:

   Nebraska State Patrol
   Criminal Identification Division
   3800 NW 12th Street-Suite A
   Lincoln, NE 68521

CLICK HERE to download a criminal history request form.

3. For $18.00 and with a credit card you may submit a request online at http://www.ne.gov/go/crime_report

The request must include the following information about the individual:

Last Name
First Name
Date of Birth
Social Security Number (if available)

If requesting a response by mail or fax please remember to include **the return address or fax number** for where you would like the response to be sent.

Questions can be directed to the Nebraska State Patrol Criminal Identification Division at (402) 479-4971

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#6 e

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S

Date: 6-4-15

Weekly Agenda Date: 6-9-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Addition of Cyber Security Coverage Discussion & Action

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Addition of Cyber Security Coverage to the Liability Coverage, Discussion & Action

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT: $7,500 per year

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the addition of Cyber Security Coverage to the Liability Coverage.

Approved by Board of Supervisors March 3, 2015.

Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

Cyber Insurance Quotation

Frequently Asked Questions

Do you have any questions about your insurance? The frequently asked questions below are here to help you make an informed decision.

What is Cyber Liability Insurance?

"Cyber" Liability is insurance coverage specifically designed to protect a business or organization from:

- Liability claims involving the unauthorized release of information for which the organization has a legal obligation to keep private
- Liability claims alleging personal injury and/or intellectual property violations in a digital, online or social media environment
- Liability claims alleging failures of computer security that result in deletion/alteration of data, transmission of malicious code, denial of service, etc.
- Defense costs in State or Federal regulatory proceedings that involve violations of privacy law; and
- The provision of expert resources and monetary reimbursement to the Insured for the out-of-pocket (1st Party) expenses associated with the appropriate handling of the types of incidents listed above

The term "Cyber" implies coverage only for incidents that involve electronic hacking or online activities, when in fact this product is much broader, covering private data and communications in many different formats – paper, digital or otherwise.

What does Privacy Liability cover?

The Privacy Liability insuring agreement in our policy goes beyond providing liability protection for the Insured against the unauthorized release of Personally Identifiable Information (PII), Protected Health Information (PHI), and corporate confidential information like most popular "Data Breach" policies. Rather, our policy provides true "Privacy" protection in that the definition of **Privacy Breach** includes violations of a person's right to privacy, publicity, etc. Because information lost in every data breach may not fit State or Federal- specific definitions of PII or PHI, our policy broadens coverage to help fill these potentially costly gaps. This is a key provision that truly sets the AJG Micro policy apart from others.

What does Privacy Regulatory Claims Coverage cover?

The Privacy Regulatory Claims Coverage insuring agreement provides coverage for both legal defense and the resulting fines/penalties emanating from a regulatory claim made against the Insured, alleging a privacy breach or a violation of a Federal, State, local or foreign statute or regulation with respect to privacy regulations.

What does Security Breach Response Coverage cover?

This 1st Party coverage reimburses an Insured for costs incurred in the event of a security breach of personal, non-public information of their customers or employees. Examples include:

- The hiring of a public relations consultant to help avert or mitigate damage to the Insured's brand
- IT forensics, customer notification and 1st Party legal expenses to determine the Insured's obligations under applicable Privacy Regulations
- Credit monitoring expenses for affected customers

Our policy can extend coverage even in instances where there is no legal duty to notify if the Insured feels that doing so will mitigate potential brand damage (such voluntary notification requires prior written consent).

What does Security Liability cover?

The Security Liability insuring agreement provides coverage for the Insured for allegations of a "Security Wrongful Act", including:

- The inability of a third-party, who is authorized to do so, to gain access to the Insured's computer systems
- The failure to prevent unauthorized access to or use of a computer system, and/or the failure to prevent false communications such as "phishing" that results in corruption, deletion of or damage to electronic data, theft of data and denial of service attacks against websites or computer systems of a third party
- Protects against liability associated with the Insured's failure to prevent transmission of malicious code from their computer system to a third party's computer system

What does Multimedia Liability cover?

The Multimedia Liability insuring agreement provides broad coverage against allegations that include:

- Defamation, libel, slander, emotional distress, invasion of the right to privacy, copyright and other forms of intellectual property infringement (patent excluded) in the course of the Insured's communication of media content in electronic (website, social media, etc.) or non-electronic forms

Other "Cyber" insurance policies often limit this coverage to content posted to the Insured's website. Our policy extends what types of media are covered as well as the locations where this information resides.

What does Cyber Extortion cover?

The Cyber Extortion insuring agreement provides:

- Expense and payments to a harmful third party to avert potential damage threatened against the Insured such as the introduction of malicious code, system interruption, data corruption or destruction or dissemination of personal or confidential corporate information.

What does Business Income and Digital Asset Restoration cover?

The Business Income and Digital Asset Restoration insuring agreement provides for lost earnings and expenses incurred because of a security compromise that leads to the failure or disruption of a computer system, or, an authorized third-party's inability to access a computer system. Restoration costs to restore or recreate digital (not hardware) assets to their pre-loss state are provided for as well. What's more, the definition of **Computer System** is broadened to include not only systems under the Insured's direct control, but also systems under the control of a **Service Provider** with whom the Insured contracts to hold or process their digital assets.

What is "PCI-DSS Assessment" coverage?

The Payment Card Industry Data Security Standard (PCI-DSS) was established in 2006 through a collaboration of the major credit card brands as a means of bringing standardized security best practices for the secure processing of credit card transactions. There are six stated goals and 12 requirements that merchants and service providers must adhere to in order to be "PCI Compliant". The AJG Micro Cyber Policy can help offset the cost of damages and claim expenses that the Insured becomes legally obligated to pay for when there are violations of this agreement in the wake of a breach involving cardholder data.

How is this policy better than other options in the marketplace?

As with any insurance policy, what sets our coverage apart lies in the definitions and exclusions in the policy. The AJG Micro Cyber Policy offers broader definitions of critical terms such as Privacy Breach, Computer System, and Media Content. These definitions, along with the absence of some industry-standard exclusions and a drastically streamlined application process, make this policy more comprehensive and easier to access than the typical cyber policy available from traditional sources.

Isn't this already covered under most business insurance plans?

The short answer is "No". While liability coverage for data breach and privacy claims has been found in limited instances through General Liability, Commercial Crime and some D&O policies, these forms were not intended to respond to the modern threats posed in today's 24/7 information environment. Where coverage has been afforded in the past, carriers (and the ISO) are taking great measures to include exclusionary language in form updates that make clear their intentions of not covering these threats. Additionally, even if coverage can be found in rare instances through other policies, they lack the expert resources and critical 1st Party coverages that help mitigate the financial, operational and reputational damages a data breach can inflict on an organization.

Are businesses required to carry this coverage?

While there is presently no law that requires a business or organization to carry Cyber Liability, there is a national trend in business contracts for proof of this coverage. In addition, the SEC is encouraging disclosure of this coverage as a way of demonstrating sound information security risk management. Laws such as HIPAA-HITECH and Gramm-Leach-Bliley and state-specific data breach laws are continually driving demand as requirements for notification in the wake of a data breach become more expensive.

Do small businesses need this coverage?

The Symantec 2014 Internet Security Threat Report reports that small businesses accounted for 30% of targeted spear-phishing attacks in 2013. In 2012, Verizon reported that approximately 40% of all data breaches that year occurred among companies with fewer than 100 employees. Even more alarming is the fact that 60% of companies that have been a victim of cyber-attacks are out of business within six months. While breaches involving public corporations and government entities garner the vast majority of headlines, it is the small business that can be most at risk. With lower information security budgets, limited personnel and greater system vulnerabilities, small businesses are increasingly at risk for a data breach.

If e-commerce functions such as payment processing or data storage are outsourced, do I still need this coverage?

The responsibility to notify customers of a data breach or legal liabilities associated with protecting customer data, remain the responsibility of the Insured. Generally speaking, business relationships exist between Insureds and their customers, not their customers and the back-office vendors the Insured uses to assist them in their operations. Outsourcing business critical functions such as payment processing, data storage, website hosting, etc. can help insulate Insureds from risk, however, the contractual agreement wording between Insureds, their customers and the vendors with whom they do business will govern the extent to which liability is assigned in specific incidents.

What is the cost of not buying the coverage and self-insuring a data breach?

The Ponemon Institute, a well-known research firm, publishes an annual "Cost of a Data Breach" report. In partnership with IBM, the 2014 report indicated that the average cost paid for each lost or stolen record is $201. These numbers are reflective of both the indirect expenses associated with a breach (time, effort and other organizational resources spent during the data breach resolution, customer churn, etc.), as well as direct expenses (customer notification, credit monitoring, forensics, hiring a law firm, etc.).

Because every breach is different, and the per-capita cost of a breach depends largely on the number of records compromised, it is helpful for small to mid-sized organizations to start with a lower number of $65/record, (the average direct costs associated with a breach in the Ponemon study) – multiply this number by the estimated number of records containing PII, PHI or financial account information in the Insured's control. By engaging in this simple exercise, businesses quickly understand the financial value of implementing cyber insurance as a risk transfer vehicle. More information can be found at www.ponemon.org.

Who is the insurance carrier?

The AJG Micro Cyber Policy is written on an excess and surplus lines (non-admitted) basis on Lloyd's, London paper. The policy is secured equally through Barbican Consortium 9354, Brit Syndicate 2987 and Aegis Consortium 9937. The coverage has received AM Best's "A" (Excellent) rating and has the claims-paying stability of Lloyd's.

Are taxes and fees in addition to the stated premium shown in the quote?

Yes. The Insured will be responsible for paying state-specific surplus lines taxes and fees. These fees will be detailed specifically in the bill you receive from your broker. **The premium indicated in the quotation is not inclusive of these taxes and fees,** and the precise premium (inclusive of all taxes and fees) will be sent to you from your broker.

What is the claims-handling process?

Insureds have available a 24-hour data breach hotline to report incidents or even suspected incidents. Clyde & Co. is the designated legal firm in the US that has been contracted to triage initial notices in this regard. Your representative will receive notification of the incident as well. It is critical that you immediately report any and all incidents that you believe could give rise to a claim of any kind on this policy.

Lloyd's Certificate

Quotation
This is not a valid policy
Open 90 days

This Insurance is effected with certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Insured is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Tom Draper
The Walbrook Building
25 Walbrook
London
EC4N 8AW

US SURPLUS LINES NOTICE

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

SLC-3 (USA) NMA2868 (24/08/00) amended.
Form approved by Lloyd's Market Association

CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.

2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.

3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.

4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the designee named in the schedule and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

   The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

   Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.

6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

Draft
Not a binding policy
Open 30 days

Declaration Page

This policy has been issued in consideration of the information provided by the insured and documented in Statement of Fact number S-50006615/1.

SECURITY:

Barbican Consortium 9354 33.34%
(BAR 1955 82.5% / ANV 1861 17.5%)
Brit Syndicate 2987 33.33%
Aegis Consortium 9937 33.33%
(AES 1225 55.00% / AUL 1274 18.75% / AUW 609 12.50% / CNP 4444 7.40% / CNP 958 1.85% / ARG 2121 4.50%)

CERTIFICATE NUMBER: Quotation Number RPS-Q-50006615/1

AUTHORITY REFERENCE NUMBER: B1262FI0655714

INSURED: Woodbury County

ADDRESS:
620 Douglas Street, Suite #701
Sioux City Iowa 51101

INSURED BUSINESS: Government

POLICY PERIOD:
FROM: May 18, 2015
TO: May 18, 2016
Both Days at 12:01am at Local Standard Time at the address of Insured as shown above

LIMIT OF LIABILITY:
A. $1,000,000 - in the Each and Every Claim (including Claims Expenses)
B. $1,000,000 - in the Aggregate (including Claims Expenses)

and sublimited as follows:

Coverage A - Privacy Liability (Including Employee Privacy)
$1,000,000 in the aggregate including claims expenses Coverage

Coverage B - Privacy Regulatory Claims Coverage
$1,000,000 in the aggregate including claims expenses

Coverage C - Security breach Response Coverage
$1,000,000 in the aggregate including claims expenses

Coverage D - Security liability
$1,000,000 in the aggregate including claims expenses

Coverage E - Multimedia Liability
$1,000,000 in the aggregate including claims expenses

Coverage F - Cyber Extortion
$1,000,000 in the aggregate including claims expenses

Coverage G - Business Income and Digital Asset Restoration
G1. $1,000,000 in the aggregate including claims expenses
G2. $1,000,000 in the aggregate including claims expenses

Coverage H - PCI DSS Assessment
$100,000 in the aggregate including claims expenses

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RETENTION (including claims expenses):	Coverage A - Privacy Liability (Including Employee Privacy) $10,000 each claim Coverage B - Privacy Regulatory Claims Coverage $10,000 each regulatory claim Coverage C - Security breach Response Coverage $10,000 each security breach Coverage D - Security liability $10,000 each claim Coverage E - Multimedia Liability $10,000 each claim Coverage F - Cyber Extortion $10,000 each claim Coverage G - Business Income and Digital Asset Restoration G1. $10,000 each claim / 12 hrs waiting period G2. $10,000 each claim / 12 hrs waiting period Coverage H - PCI DSS Assessment $10,000 each claim
PREMIUM:	$7,439 Does not include applicable surplus lines taxes, fees and/or policy fee
TERRITORIAL LIMITS:	Worldwide
RETROACTIVE DATE:	05/18/2015
NOTICE OF CLAIM:	Clyde & Co. US LLP 101 Second Street, 24th Floor San Francisco CA 94105 USA joan.dambrosio@clydeco.us 24 Hour Security Breach Hotline: 1-855-217-5204
NOTICE OF ELECTION:	RPS Executive Lines 550 W. Van Buren Suite 1200 Chicago, IL 60607 USA
SERVICE OF SUIT:	Risk Situated in California: Eileen Ridley FLWA Service Corp. c/o Foley & Lardner LLP 555 California Street, Suite 1700, San Francisco, CA 94104-1520 Risks Situated in All Other States: Mendes & Mount 750 Seventh Avenue, New York, NY 10019
CHOICE OF LAW:	New York

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ENDORSEMENTS EFFECTIVE AT INCEPTION:	NMA 45 Short Rate Cancellation Endorsement (USA) NMA 1256 Nuclear Incident Exclusion NMA 1477 Radioactive Contamination Exclusion LSW 1001 Several Liability Clause LSW 3001 Premium Payment Clause LMA 3100 Sanction Limitation and Exclusion Clause

It is understood and agreed that any reference to 'Policy' in the attached wording shall be deemed to read 'Certificate'.

Dated: 18 May 2015

Authorised Signatory

This Quotation is not a valid policy
Open 90 days

AJG Micro Cyber Wording
Edition: 1 July 2014

NOTICE: THIS POLICY IS LIMITED TO LIABILITY FOR CLAIMS THAT ARE FIRST MADE AGAINST YOU AND NOTIFIED TO US DURING THE POLICY PERIOD AS REQUIRED. CLAIM EXPENSES SHALL REDUCE THE APPLICABLE LIMITS OF LIABILITY AND ARE SUBJECT TO THE APPLICABLE RETENTION(S). TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANINGS. SEE THE DEFINITIONS FOR MORE INFORMATION. PLEASE READ THIS POLICY CAREFULLY.

POLICY FORM

In consideration of the payment of the premium and reliance upon the statements made by You in the **Application** and subject to the Limit of Liability, exclusions, conditions and other terms of this Policy, it is agreed as follows:

I. COVERAGES

A. PRIVACY LIABILITY (INCLUDING EMPLOYEE PRIVACY)

We shall pay on **Your** behalf **damages** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **privacy wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**, harming any third party or **employee**.

B. PRIVACY REGULATORY CLAIMS COVERAGE

We shall pay on **Your** behalf **regulatory fines**, **consumer redress funds** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a regulatory **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **privacy wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**.

C. SECURITY BREACH RESPONSE COVERAGE

We shall reimburse **Your Organization** for **Crisis Management Costs** and **Breach response costs** in excess of the applicable retention that **Your Organization** incurs in the event of a **security breach** with respect to personal, non-public information of **Your** customers or **employees**.

We will not make any payment under this Coverage unless the **security breach** first occurs on or after the **Retroactive Date** and before the end of the **policy period** and **You** first learn of the **security breach** within the **policy period** and report the **security breach** to **Us** as soon as practicable within the **policy period**.

D. SECURITY LIABILITY

We shall pay on **Your** behalf **damages** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **security wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**.

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E. **MULTIMEDIA LIABILITY**

We shall pay on **Your** behalf **damages** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a **claim** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **multimedia wrongful act** on or after the **Retroactive Date** and before the end of the **policy** period.

F. **CYBER EXTORTION**

We shall reimburse **Your Organization** for the **Cyber-extortion expenses** and **Cyber-extortion payments** that **Your Organizations** actually pays directly resulting from a **Cyber-extortion threat** that **Your Organization** first receives and reports to **Us** during the **Policy period**.

G. **BUSINESS INCOME AND DIGITAL ASSET RESTORATION**

1. **We** shall pay the **Business Income Loss** that **Your Organization** sustains during a **Period of Restoration** resulting directly from a **Network Disruption** that commences during the **Policy period**, but only if the duration of such **Period of Restoration** exceeds the waiting period set forth in the Policy and such **Network Disruption** results solely and directly from a **Security Compromise** that commenced on or after the **Retroactive Date**.
2. **We** shall reimburse **Your Organization** for the **Restoration Costs** that **Your Organization** incurs because of the alteration, destruction, damage or **Loss** of **Digital Assets** that commences during the **Policy period** resulting solely and directly from a **Security Compromise**, but only if such **Security Compromise** commenced on or after the **Retroactive Date**.

H. **PCI DSS ASSESSMENT**

We shall pay on **Your** behalf **damages** and **claim expenses** that **You** become legally obligated to pay in excess of the applicable retention resulting from a **PCI DSS Assessment** first made against **You** and reported to **Us** during the **policy period** or **extended reporting period** arising out of a **wrongful act** on or after the **Retroactive Date** and before the end of the **policy period**

II. DEFENSE, SETTLEMENT, AND INVESTIGATION OF CLAIMS

A. **We** shall have the right and duty to defend, subject to the applicable **policy aggregate limit** and applicable **sublimits of liability**, exclusions and other terms and conditions of this Policy, any **claim** against **You** seeking **damages** which are payable under the terms of this Policy, even if any of the allegations of the **claim** are groundless, false, or fraudulent and **We** shall have the right to appoint defense counsel.

We agree that **You** may settle any **claim** where the **damages** and **claim expenses** do not exceed 50% of the Retention, provided the entire **claim** is resolved and **You** receive a full release from all claimants.

We shall have the right to make any investigation **We** deem necessary, including, without limitation, any investigation with respect to the **Application** and statements made in the **Application** and with respect to coverage.

The applicable **policy aggregate limit** and **sublimits of liability** available to pay **damages** and **losses** shall be reduced and may be completely **exhausted** by payment of **claim expenses**. **Damages**, **losses** and **claim expenses** shall be applied against the applicable retention **You** pay.

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B. If **You** refuse to consent to a settlement or compromise **We** recommend and acceptable to the claimant and elect to contest the **claim**, then:

1. Subject to the applicable limit of liability, our liability for any **damages** and **claim expenses** shall not exceed:

   a. the amount for which the **claim** could have been settled, plus the **claim expenses** incurred prior to the date of such refusal; and
   b. fifty percent (50%) of the **damages** and **claim expenses** in excess of the amount in a. above incurred in such **Claim**; provided that **You** bear the remaining 50% of the **damages** and **claim expenses** in excess of the amount in a. above incurred in such **Claim** uninsured and at **Your** own risk; and

2. **We** shall have the right to withdraw from the further defense of such **Claim** by tendering control of the defense to **You**.

This clause shall not apply to any settlement where the total of the proposed settlement and incurred **claim expenses** do not exceed all applicable retentions.

C. **We** shall not be obligated to pay any **damages**, **losses** or **claim expenses**, or to undertake or continue defense of any **claim**, after the applicable **policy aggregate limit** or applicable **sublimits of liability** hasbeen exhausted by payment of **damages**, **losses** and/or **claim expenses** or after deposit of the applicable limit of liability in a court of competent jurisdiction, and that upon such payment or deposit, **We** shall have the right to withdraw from the further defense thereof by tendering control of said defense to **You**.

III. TERRITORY

This insurance applies to claims made and acts, errors or omissions committed or alleged to have been committed anywhere in the world.

IV. EXCLUSIONS

The coverage under this Policy shall not apply to any **Damages**, **Claim expenses** or **Loss** incurred with respect to any **Claim**, or any **Crisis Management Costs**, **Breach response costs** or other amounts, arising out of or resulting, directly or indirectly, from:

A. **Bodily injury** or **property damage**;

B. **Your** employment practices or any alleged or actual discrimination against any person or entity on any basis, including without limitation, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, sex, sexual orientation, or pregnancy;

C. The failure, malfunction or inadequacy of any satellite; any electrical or mechanical failure and/or interruption, including but not limited to electrical disturbance, spike, brownout or blackout; or any outage to gas, water, telephone, cable, telecommunications or other infrastructure, unless such infrastructure is under **Your** operational control; however this exclusion shall not apply to any **Privacy Wrongful Act** that is caused by such electrical or mechanical failure or that is caused by such failure of telephone lines, data transmission lines or other infrastructure comprising or supporting the Internet;

D. Fire, smoke, explosion, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, an act of God or any other physical event, however caused;

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E. Breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise, provided, however, this exclusion shall not apply to:

1. any liability or obligation **You** would have in the absence of such contract or agreement;
2. any breach of **Your** privacy statement; or
3. any indemnity by **You** in a written contract or agreement with **Your** client regarding any **Privacy wrongful act** or **Security wrongful act** by **You** in failing to preserve the confidentiality or privacy of personal information of customers of **Your** client;

F. Any of the following:

1. Any presence of pollutants or contamination of any kind;
2. Any actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;
3. Any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants or in any way respond to or assess the effects of pollutants or contamination of any kind; or
4. Manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials, or products containing asbestos, asbestos fibers or dust;
5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
6. Actual, potential or alleged presence of mold, mildew or fungi of any kind;
7. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
8. The existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment or that affects the value, marketability, condition or use of any property;

G. Any of the following:

1. Purchase, sale, offer of or solicitation of an offer to purchase or sell securities, or alleged or actual violation of any securities law, including but not limited to the provisions of the Securities Act of 1933, or the Securities Exchange Act of 1934, as amended, the Sarbanes-Oxley Act of 2002, or any regulation promulgated under the foregoing statutes, or any federal, state, local or foreign laws similar to the foregoing statutes (including "Blue Sky" laws), whether such law is statutory, regulatory or common law;
2. Alleged or actual violation of the Organized Crime Control Act of 1970 (commonly known as "Racketeer Influenced And Corrupt Organizations Act" or "RICO"), as amended, or any regulation promulgated thereunder, or any federal, state, local or foreign law similar to the foregoing statute, whether such law is statutory, regulatory or common law;
3. Alleged or actual violation of the responsibilities, obligations or duties imposed upon fiduciaries by the **Employee** Retirement Income Security Act of 1974, as amended;
4. Alleged or actual anti-trust violations, restraint of trade or unfair competition, including without limitation, violations of the Sherman Act, the Clayton Act or the Robinson-Patman Act, or any other federal, state, local, or foreign laws regulating the same or similar conduct; provided, however, this exclusion H.4 shall not apply to a **claim** for a **multimedia wrongful act** or **regulatory claim**;

H. Any **Act of terrorism**; strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; including all amounts, **damages**, or **claim expenses** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above; however, if **We** allege that by reason of this exclusion any **Damages** or **Claim expenses** are not covered by this

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Policy, the burden of proving the contrary shall be upon **You**. However this exclusion does not apply to acts perpetuated electronically.

I. Any of the following:

1. Any circumstance occurring, or act, error, or omission committed, prior to the inception date of this policy, or if this is a renewal to the first date of coverage granted by insurers, that **you** knew, or could have reasonably foreseen that such circumstance or **Wrongful Act** would be the basis of a **Claim**;
2. Any **claim** or circumstance previously notified to a prior insurer that could reasonably be expected to be the type of **claim** or **loss** covered by this Policy; or
3. Any circumstance occurring, or act, error, or omission committed prior to the **Retroactive date**;

J. Any criminal, dishonest, intentional violation of the law, unfair or deceptive business practice, fraudulent or malicious act, error or omission committed by **You** with actual criminal, dishonest, fraudulent or malicious purpose or intent; provided, however, this exclusion shall not apply to:

1. **claim expenses** incurred in defending any such **claim** until there is a final adjudication, judgment, binding arbitration decision or conviction against **You** in such **Claim** or an admission by **You** establishing such conduct, or a plea of nolo contendere or no contest by **You** regarding such conduct, in which event **You** shall reimburse **Us** for all claim expenses that **We** have paid and **We** shall have no further liability for **claim expenses** from such **Claim**; and
2. any of **You** who did not personally commit or personally participate in committing or personally acquiesce in such conduct, except that the exclusion shall apply with respect to **Your Organization** if an admission, final adjudication, or finding in a proceeding separate or collateral to the **claim** establishes that a current principal, partner, director, or officer of **Your Organization** in fact engaged in such conduct;

K. Any **claim** made by or on behalf of:

1. any person or entity within the definition of **You** against any other Insured person or entity within the definition of **You** provided this exclusion shall not apply to an otherwise covered **Claim** under Coverage A made by a current or former **employee** of **Your Organization**; or
2. Any entity which:

   a. Is operated, managed, or controlled by **You** or in which **You** have an ownership interest in excess of 15% or in which **You** are an officer or director; or
   b. Operates, controls, or manages **Your Organization**, or has an ownership interest of more than 15% in **Your Organization**;

L. **Your** activities as a trustee, partner, officer, director, or **employee** of any **employee** trust, charitable organization, corporation, company or business other than **Your Organization**;

M. Any alleged or actual infringement or violation of patent rights or misappropriation, theft, copying, display or publication of any trade secret by, or with active cooperation, participation, or assistance of, **You**, any of **Your** former **employees**, **subsidiaries**, directors, officers, partners, trustees, or any of **Your** successors or assignees; or

N. Any trading losses or trading liabilities; the monetary value of any electronic fund transfers or transactions by or on behalf of **You** which is lost, diminished, or damaged during transfer from, into or between accounts; or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount.

With respect to Insuring Coverage G only this Policy does not apply to any **Loss** arising out of, or resulting, directly or indirectly, from:

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O. Any costs of updating, upgrading or remediation of **Your Computer systems** or **Your Digital Assets**; provided, however, this exclusion shall not apply to **Restoration Costs** otherwise covered under Coverage G.2.;

P. Any failure of:

1. Telephone lines;
2. Data transmission lines or wireless communications connection; or
3. Other telecommunications equipment, facilities or electronic infrastructure, including equipment, facilities or infrastructure that supports the operation of computer networks, including the internet, which are Used to transmit or receive voice or data communications and which are not under **Your** direct operational control or, if applicable, not under the direct operational control of **Your Service Provider**;

Q. Any seizure, confiscation, nationalization, or destruction of, or damage to or **Loss** of **Use** of any digital asset or **Your Computer systems** by order of any governmental authority;

R. Ordinary wear and tear, gradual deterioration of or failure to maintain **Digital Assets** or **Computer systems** on which **Digital Assets** are processed or stored, whether owned by **You** or others;

S. The physical **Loss** of, damage to or destruction of tangible property, including the **Loss** of use thereof; provided, however, "tangible property" does not include **Digital Assets**, but does include all computer hardware;

T. Any form of third party liability or other legal liability, including but not limited to, any lawsuits, claims or demands by any third party, employee, officer, director or partner;.

V. DEFINITIONS

A. **Act of terrorism** means:

1. any act certified an Act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 or otherwise declared an Act of terrorism by any government;
2. any act committed by any person or group of persons designated by any government as a terrorist or terrorist group or any act committed by any person or group of persons acting on behalf of or in connection with any organization designated by any government as a terrorist organization; or
3. the **Use** of force or violence and/or the threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or put the public, or any section of the public, in fear.

B. **Application** means all applications, including any attachments thereto, and all other information and materials submitted by **You** or on **Your** behalf to **Us** in connection with the underwriting of this Policy. All such applications, attachments, information and materials are deemed attached to and incorporated into this Policy.

C. **Bodily injury** means injury to the body, sickness, or disease sustained by any person, and where resulting from such injuries, mental anguish, mental injury, shock, humiliation, emotional distress, loss of consortium, or death.

D. **Breach response costs** means the following fees, costs, charges or expenses, if reasonable and necessary, that **You** incur in responding to a **security breach** during the period of twelve (12) months after **You** first learn of such **security breach**:

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1. computer forensic professional fees and expenses to determine the cause and extent of such **security breach**;
2. costs to notify customers or **employees** affected or reasonably believed to be affected by such **security breach**, including printing costs, publishing costs, postage expenses, call center costs or costs of notification via phone or e-mail;
3. legal fees and expenses to determine whether **You** are obligated under applicable **Privacy Regulations** to notify applicable regulatory agencies or customers or **employees** affected or reasonably believed to be affected by such **security breach**, effect compliance with any applicable **Privacy Regulations**, draft the text of privacy notifications to customers or **employees** affected or reasonably believed to be affected by such **security breach**, and coordinate the investigation of such **security breach**; or
4. **credit monitoring expenses**

Provided, however, **We** shall have no obligation to reimburse **You** for such **Breach response costs** unless:

(a) **You** provide an opinion from legal counsel that **You** Were obligated under applicable **Privacy Regulations** to notify applicable regulatory agencies or customers or **employees** affected or reasonably believed to be affected by such **security breach** of such **security breach**; or
(b) You voluntarily incur with **Our** prior written consent such **Breach response costs** (including **credit monitoring expenses**), such as in a jurisdiction where **You** have no obligation to notify applicable regulatory agencies or customers or **employees** affected or reasonably believed to be affected by such **security breach** of such **security breach**.

Breach response costs do not include **Your** overhead expenses or any salaries, wages, fees, or benefits of **Your employees**.

E. **Business Income Loss** means:

1. Earnings **Loss**; and/or
2. Expenses **Loss**.

Business Income Loss does not include:

1) any contractual penalties;
2) any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve any **Computer system** to a level beyond that which existed prior to a **Network Disruption**;
3) any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any **Computer system**; or
4) any legal costs or expenses or **Loss** arising out liability to any third party;
5) any **Loss** incurred as a result of unfavorable business conditions; or
6) any other consequential **Loss** or damage.

F. **Claim** means:

1. A written demand received by **You** for money or services, including the service of a civil suit or institution of arbitration proceedings;
2. Initiation of a civil suit against **You** seeking injunctive relief (meaning a temporary restraining order or a preliminary or permanent injunction); or
3. Solely with respect to Coverage B., a **regulatory claim** made against **You**.
4. A **PCI DSS Assessment**

Multiple **claims** arising from the same or a series of related or repeated acts, errors, or omissions or from any continuing acts, errors, or omissions shall be considered a single **claim** for the purposes of this policy,

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irrespective of the number of claimants or **You** involved in the **claim**. All such **claims** shall be deemed to have been made at the time of the first such claim was made or deemed made under Section IX.A.

G. **Claim expenses** means:

1. reasonable and necessary fees charged in the defense or settlement of a **Claim** by an attorney whom **We** designate or whom **You** designate with our prior written consent, such consent not to be unreasonably withheld; and
2. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a **claim**, if incurred by **Us** or by **You** with **Our** prior written consent; however, **claim expenses** do not include **Your** overhead expenses or any salaries, wages, fees, or benefits of **Your employees** for any time spent in cooperating in the defense or investigation of any claim or circumstance that might lead to a **claim**.

H. **Computer system** means electronic, wireless, web or similar systems (including all hardware and software) used to process data or information in an analog, digital, electronic or wireless format, including computer programs, electronic data, operating systems, and components thereof, including but not limited to laptops, personal digital assistants, cellular phones, media storage and peripheral devices, media libraries, associated input and output devices, networking equipment, and electronic backup equipment. With respect to Insuring Coverage G only **Computer System** means a **Computer System**, over which **You** have direct operational control or that is under the direct operational control of a **Service Provider**, used to process, maintain or store **Your Digital Assets**.

I. **Consumer redress funds** means any sums of money **You** are legally required to deposit in a fund for the payment of consumer **claims** due to a settlement of, or an adverse judgment in, a **Regulatory Claim**.

J. **Credit monitoring expenses** means the reasonable and necessary expense of providing free credit report, identity theft protection services, credit monitoring services, credit freezes, healthcare fraud monitoring services, fraud alerts or call center services for customers affected or reasonably believed to be affected by a **security breach**; provided, however, **We** shall not be obligated to reimburse **You** for more than one (1) year of credit monitoring services or identity theft protection services for customers who are at least eighteen (18) years old unless there is a rule, regulation, court ruling, requirement by a regulator or statutory requirement requiring otherwise.

K. **Crisis Management Costs** means any reasonable and necessary fees and expenses **You** incur with **Our** prior written consent to employ a public relations consultant to avert or mitigate any material damage to any of **Your** brands due to a **newsworthy event** that has arisen due to a **security breach** or a **claim** or **regulatory claim** for a **privacy wrongful act**, regardless of whether the expenses are incurred prior or subsequent to any such **claim** or **regulatory claim** being made against **You**.

L. **Cyber-extortion threat** means a credible threat or connected series of threats made by someone other than a director, trustee or partner of **Your Organization**:

1. to introduce **Malicious Code** into **Your Computer system**;
2. to interrupt **Your Computer system** or interrupt access to **Your Computer system**, such as through a denial of service attack;
3. to corrupt, damage or destroy **Your Computer system**; or
4. to disseminate, divulge, or improperly utilize any personal or confidential corporate information residing on **Your Computer systems** taken as a result of a **Network Disruption**.

M. **Cyber-extortion payment** means any sum paid to or at the direction of any third party that **You** reasonably believe to be responsible for a **Cyber-extortion threat**; provided that:

1. **You** obtain **Our** written consent prior to making such **Cyber-extortion payment**;
2. **You** make such **Cyber-extortion payment** to terminate the **Cyber-extortion threat**; and

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Policy Wording Attached

3. the **Cyber-extortion payment** does not exceed the amount **We** reasonably believe would have been incurred had such **Cyber-extortion payment** not been made.

N. **Cyber-extortion expenses** means the reasonable and necessary expenses **You** incur with Our approval in evaluating and responding to a **Cyber-extortion threat**. However, **Cyber-extortion expenses** do not include **Your** overhead expenses or any salaries, wages, fees, or benefits of **Your employees**.

O. **Damages** means:

1. Solely with respect to Coverages A, D and E, a monetary judgment, award or settlement, including:
   a. Pre-judgment interest;
   b. Post-judgment interest that accrues after entry of the judgment or award and before **We** have paid, offered to pay or deposited in court that part of the judgment or award within the applicable limit of liability; and
   c. subject to this Policy's terms, conditions, and exclusions, punitive or exemplary **damages** (where insurable by the applicable law that most favors coverage for such **damages**); and
2. Solely with respect to Coverage B, **regulatory fines** and **Consumer redress funds**.
3. Solely with respect to Coverage H **PCI DSS Assessments**

Damages shall not include or mean:

1. **Your** future profits, restitution, or disgorgement of profits; or **Your** cost to comply with any order granting injunctive or non-monetary relief, including specific performance, or any agreement to provide such relief;
2. **Your** return or offset of fees, charges, royalties, or commissions for goods or services already provided or contracted to be provided;
3. Fines or penalties of any nature, except **Regulatory fines**, **Consumer redress funds** and **PCI DSS Assessments** as identified above;
4. Any amount **You** are not financially or legally obligated to pay;
5. Multiple **damages**;
6. Any donations or contributions to any charitable organization; or
7. Matters that may be deemed uninsurable under the law pursuant to which this Policy may be construed.

P. **Denial of Service Attack** means inability of a third party to gain access to **Your Computer systems** through the Internet due to unauthorized attacks or deliberate overloading of bandwith connections and/or web servers by means of the sending of substantial quantities of repeat or irrelevant communication or data with the intent of blocking access to the **Computer system** by third parties

Q. **Digital Assets** means any electronic data, including personally identifiable, non-public information, or computer software over which **You** have direct control or for which such control has been contractually assigned by **Your Organization** to a **Service Provider**. **Digital Assets** do not include computer hardware of any kind.

R. **Earnings Loss** means the difference between the revenue that **Your Organization** would have earned, based on reasonable projections and the variable costs that would have been incurred, but which **Your Organization** would have saved as a result of not earning that revenue.

S. **Employee** means any individual in **Your Organization's** service, including any part-time, seasonal, and temporary **employee**, who is compensated by salary, wages, fees or commissions and over whom **You** have the right to direct and control, but excluding any partner or director of **Your Organization**.

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T. **Expenses Loss** means the additional expenses **Your Organization** incurred to minimize the suspension of business and to continue operations during the **Period of Restoration** that are over and above the cost that **Your Organization** reasonably and necessarily would have incurred to conduct **Your** business had no **Network Disruption** occurred. These additional expenses do not include any **Restoration Costs** or any actual, reasonable and necessary expenses **You** incur in response to a **Network Disruption** in order to prevent, minimize or mitigate any further damage to **Your Digital Assets**, minimize the duration of a **Network Disruption** or preserve critical evidence of any wrongdoing.

U. **Extended reporting period** means the period of time after the end of the **policy period** for reporting **claims** as provided in Section VIII. of this Policy.

V. **Intranet** means a private computer network inside a company or organization that Uses the same kinds of software found on the **Internet**, but only for internal Use.

W. **Internet** means the worldwide public network of computer networks which enables the transmission of electronic data between different Users, commonly referred to as the **internet**, including a private communications network existing within a shared or public network platform.

X. **Loss(es)** means:

1. **Business Income Loss**;
2. **Restoration Costs**; and
3. **Cyber-extortion payments** and **Cyber-extortion expenses**.

All **Losses** arising from the same or related underlying facts, circumstances, situations, transactions or events or related **Security Compromises** shall be deemed a single **Loss**.

Y. **Malicious code** means any unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the proceeding.

Z. **Media content** means data, digital code, images, graphics, sounds, text or any other similar material.

AA. **Multimedia wrongful act** means any of the following acts committed in the ordinary course of **Your Organization's** business in gathering, communicating, reproducing, publishing, disseminating, displaying, releasing, transmitting or disclosing **Media content** via any **Computer system** that **You** own or operate or is operated on **Your** behalf by a third party, including any web-based social media authorized or operated by **Your Organization** or any **internet** or **intranet** website, or via any non-electronic media:

1. defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
2. invasion of or interference with the right to privacy or publicity;
3. false arrest, detention or imprisonment or malicious prosecution;
4. infringement of any right to private occupancy, including trespass, wrongful entry, eviction or eavesdropping;
5. infringement of copyright, domain name, trade dress, title or slogan, or the dilution or infringement of trademark, service mark, service name or trade name;
6. plagiarism, piracy or misappropriation of ideas; or
7. liability regarding any Media Content for which **You** are responsible;

provided always that any **Multimedia wrongful act** was committed or alleged to have been committed by **You**, or any person for whom or entity for which **You** are legally responsible, including an independent contractor or outsourcing organization.

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BB. **Newsworthy event** means an event that has been caused by a **claim** or **security breach** within one of the coverages which **You** have purchased, that has been publicized through any media channel, including television, print media, radio or electronic networks, the **Internet**, and/or electronic mail.

CC. **Network Disruption** means any of the following events:

1. A detectable failure, interruption or degradation of the operation of **Your Computer system**; or
2. The denial, restriction or hindrance of access to or Use of **Your Computer system** or **Your Digital Assets** by any party who is otherwise authorized to have access.

More than one such event that results from the same or related underlying facts, circumstances, situations, transactions or **Security Compromises** shall be considered a single **Network Disruption** which commences on the date of the earliest of such events.

DD. **PCI DSS Assessment(s)** means a written demand received by **You** from **Your Acquiring Bank** or a card association (MasterCard, VISA, Discover, American Express or JCB) for a monetary assessment of a penalty or fine due to **Your** non-compliance with **PCI Data Security Standards**.

EE. **PCI Data Security Standards** (known as PCI DSS) means the published data security standard in effect now or as hereafter amended that all merchants and processors must follow when storing, processing and transmitting cardholder data.

FF. **Period of Restoration** means the time period from the commencement of a **Network Disruption** to the earlier of:

1. the date that **Your Computer system** is, or with reasonable diligence could have been, restored to the condition and functionality that existed immediately prior to the **Network Disruption**; or
2. sixty (60) consecutive days after the termination of the **Network Disruption**.

GG. **Policy period** means the period of time from the effective date to the expiration date specified in the Policy, or any earlier cancellation date.

HH. **Privacy breach** means a common law breach of confidence, infringement, or violation of any rights to privacy, including but not limited to breach of **Your** privacy statement, breach of a person's right of publicity, false light, intrusion upon a person's seclusion, public disclosure of a person's private information, or misappropriation of a person's picture or name for commercial gain.

II. **Privacy Regulations** means any federal, state, local or foreign statute or regulation requiring **You** to limit or control the collection, use of, or access to, personally identifiable, non-public information in **Your** possession or under **Your** control, or obligating **You** to inform customers of the **unauthorized access** to or disclosure of such personally identifiable, non-public information, including the following statutes and regulations:

1. The Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), including Title II requiring protection of confidentiality and security of electronic protected health information, and as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), any rules and regulations promulgated thereunder as they currently exist and as amended, and any related state medical privacy laws as they currently exist and as amended;
2. The Gramm-Leach-Bliley Act of 1999, also known as the Financial Services Modernization Act of 1999, including sections concerning security protection and standards for customer records maintained by financial services companies, and the rules and regulations promulgated thereunder as they currently exist and as amended;
3. Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. 45(a), but solely with respect to alleged unfair or deceptive acts or practices in or affecting commerce;

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4. Federal, state or local privacy protection regulations or laws, such as the California Database Protection Act of 2003 (previously called SB 1386), as they currently exist now or may be amended, associated with the control and Use of, or limiting **unauthorized access** to, personal information, including but not limited to requirements to post privacy policies, adopt specific privacy controls, or inform customers of breaches of security that has or may impact their personal information;
5. Federal, state or local data breach regulations or laws, as they currently exist now or in the future, imposing liability for failure to take reasonable care to guard against **unauthorized access** to credit or debit account information that is in **Your** possession or under **Your** control;
6. Identity Theft Red Flags under the Fair and Accurate Credit Transactions Act of 2003;
7. Federal and state consumer credit reporting laws, such as the Federal Fair Credit Reporting Act (FCRA) and the California Consumer Credit Reporting Agencies Act (CCCRAA);
8. the Children's Online Privacy Protection Act of 1998; or
9. Privacy protection regulations or laws adopted by countries outside of the United States, such as the EU Data Protection Directive and the Canadian Personal Information Protection and Electronic Documents Act, as they currently exist now or may be amended, associated with the collection, control and Use of, or limiting **unauthorized access** to, personal information.

JJ. **Privacy wrongful act** means any **privacy breach** or breach of **Privacy Regulations** committed by **You** or by any person or entity for which **You** are legally responsible, including an independent contractor or outsourcing organization.

KK. **Property damage** means physical injury to or destruction of any tangible property, including the loss thereof. Data is not considered tangible property.

LL. **Regulatory claim** means:

1. any request for information, civil investigative demand or formal investigation of **You** by an administrative or regulatory agency or similar governmental body concerning a **Privacy breach** or possible breach of **Privacy regulations**; or
2. any administrative adjudicative proceeding against **You** by an administrative or regulatory agency or similar governmental body for a breach of **Privacy regulations**.

MM. **Regulatory fines** means fines, penalties, or sanctions awarded for a violation of any **privacy regulation**.

NN. **Restoration Costs** means the actual, reasonable and necessary costs **You** incur to replace, restore, or re-create **Your Digital Assets** to the level or condition at which they existed prior to sustaining any **Loss**. If such **Digital Assets** cannot be replaced, restored or recreated, then **Restoration Costs** will be limited to the actual, reasonable and necessary costs **You** incur to reach this determination. **Restoration Costs** do not include:

1. any costs **You** incur to replace, restore or recreate any of **Your Digital Assets** that were not subject to regular network back-up procedures at the time of the **Loss**;
2. any costs or expenses incurred to update, upgrade, replace, restore or otherwise improve **Your Digital Assets** to a level beyond that which existed prior to sustaining any **Loss**;
3. any costs or expenses incurred to identify, remove or remediate computer program errors or vulnerabilities, or costs to update, upgrade, replace, restore, maintain or otherwise improve any **Computer system**; or
4. the economic or market value of any **Digital Assets**, including trade secrets.

OO. **Retroactive Date** means the date specified in the Policy.

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PP. **Security breach** means:

1. the loss or disclosure of personal, non-public information of customers or **employees** in **Your** care, custody or control, including such information stored on paper or on a **Computer system** operated by **You** or on **Your** behalf; or
2. **Theft of data**, **unauthorized access** to or **unauthorized use** of personal, non-public information of customers or **employees** in **Your** care, custody or control, including such information stored on paper or on a **Computer system** operated by **You** or on **Your** behalf;

that results in or may result in the compromise of the privacy or confidentiality of such personal, non-public information.

More than one **security breach** arising from the same or a series of continuous, repeated or related acts, errors, or omissions shall be considered a single **security breach**, which shall be deemed to have first occurred at the time of the first such **security breach**.

QQ. **Security Compromise** means:

1. The **unauthorized access** or Use of **Your Computer system** or **Your Digital Assets**;
2. The unauthorized transmission of computer code into **Your Computer system** that causes **Loss** or damage to **Your Digital Assets**; or
3. A **Denial of Service Attack** on **Your Computer system** that causes **Loss** or damage to **Your Digital Assets**.

RR. **Security wrongful act** means any act, error, or omission committed by **You** or a person or entity for which **You** are legally responsible, including an independent contractor or outsourcing organization, in the conduct of **Computer systems** security and the protection of the security and confidentiality of **Your** customer records or information, that results in:

1. The inability of a third party, who is authorized to do so, to gain access to **Your Computer systems**;
2. The failure to prevent or hinder **unauthorized access** to or unauthorized Use of a **Computer system** operated by **You** or on **Your** behalf, the failure to prevent physical theft of hardware or firmware **You** control, the failure to prevent people or processes security failures, or the failure to prevent false communications designed to trick the User into surrendering personal information (such as "phishing", "pharming" or "vishing"), any of which results in:

   a. The alteration, copying, corruption, destruction or deletion of, or damage to, electronic data on a **Computer system** operated by **You** or on **Your** behalf;
   b. Unauthorized disclosure of commercial, personal or private information;
   c. **Theft of data** (including identity theft); or
   d. Denial of service attacks against **Internet** sites or **Computer systems** of a third party; or

3. The failure to prevent transmission of **malicious code** from a **Computer system** operated by **You** or on **Your** behalf to a third party's **Computer system**.

SS. **Service Provider** means any third party that is responsible for the processing, maintenance, protection or storage of **Your Digital Assets** pursuant to a written contract directly with **Your Organization**. A **Service Provider** does not include any provider of telecommunications services, including internet access, to **You**.

TT. **Subsidiary** means any corporation where more than 50% of the outstanding securities representing the present right to vote for the election of such corporation's directors are owned by the **Named Insured** directly or indirectly, if such corporation was so owned on the inception date of this Policy; or

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1. becomes so owned after the inception date of this Policy, provided the revenues of the newly acquired corporation do not exceed 15% of **Your Organization's** annual revenues as set forth in its most recent audited financial statement; or
2. becomes so owned after the inception date of this Policy, provided that if the revenues of the newly acquired corporation exceed 15% of **Your Organization's** annual revenues as set forth in its most recent audited financial statement, the provisions of Section IX. G. **must** be fulfilled.

UU. **Theft of data** means the unauthorized taking, misuse or disclosure of information on **Computer systems**, including but not limited to charge, debit, or credit information, banking, financial and investment services account information, proprietary information, and personal, private or confidential information.

VV. **Unauthorized access** means the gaining of access to a **Computer system** by an unauthorized person or an authorized person in an unauthorized manner.

WW. **Unauthorized Use** means the Use of a **Computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

XX. **We**, **Us** or **Our** means the underwriters providing this insurance.

YY. **You** or **Your** or **Yours** means:

1. the entity named in the Policy ("**Named Insured**") and its **subsidiaries** (together "**Your Organization**");
2. Any present or future director, officer, or trustee of **Your Organization**, but only with respect to the performance of his or her duties as such on behalf of **Your Organization**;
3. Any present or future **employee** of **Your Organization** but only with respect to work done while acting within the scope of his or her employment and related to the conduct of **Your Organization's** business;
4. In the event that the **Named Insured** is a partnership, limited liability partnership, or limited liability company, then any general or managing partner, principal, or owner thereof, but only while acting within the scope of his or her duties as such;
5. Any person who previously qualified as You under 2, 3, or 4 above prior to the termination of the required relationship with **Your Organization**, but only with respect to the performance of his or her duties as such on behalf of **Your Organization**; and
6. The estate, heirs, executors, administrators, assigns and legal representatives of any of **You** in the event of **Your** death, incapacity, insolvency or bankruptcy, but only to the extent that **You** would otherwise be provided coverage under this insurance.
7. Any agent or independent contractor, including any distributor, licensee or sub-licensee, but only while acting on **Your** behalf, at **Your** direction, and under **Your** control
8. Any third party entity (including a HIPAA Covered Entity) required by contract to be named as an insured under this policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

   a) **you** contracted in writing to indemnify the third party for such a **claim** prior to it first being made against them; and
   b) had the **claim** been made against **you**, then you would be entitled to indemnity under this Policy.

   As a condition to **our** indemnification of any third party they shall prove to **our** satisfaction that the **claim** arose solely out of an act, error or omission committed by **you**; and Where a third party is indemnified as an additional Insured as a result, it is understood and agreed that any claim made by that third party against **you** shall be treated by **us** as if they were a third party, not an additional Insured.

This Quotation is not a binding policy

VI. LIMITS OF LIABILITY

A. The amount indicated in the Policy as stated within the Limits of Liability (herein the "**policy aggregate limit**") is the most **We** will pay in the aggregate under this Policy, under all coverages combined, for:

1. all **damages**, including **regulatory fines**, **consumer redress funds** and all **claim expenses** from all **claims**;
2. all **Crisis Management Costs** and **Breach response costs** from all **security breaches**; and
3. all **Losses**

regardless of the number of acts, errors, or omissions, persons or entities covered by this Policy, claimants, **claims**, **losses** or **security breaches**, or Coverages triggered.

B. When purchased as indicated in the Policy as stated within the Limits of Liability:

1. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage A. is the most **We** will pay for all **damages** and **claim expenses** from each **Claim** arising out of a privacy act, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage A. for all **damages** and **claim expenses** from all such **Claims**;
2. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage B. is the most **We** will pay for all **regulatory fines**, **consumer redress funds** and **claim expenses** from each **Regulatory claim** arising out of a privacy act, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage B. for all **regulatory fines** and **claim expenses** from all such **Claims**;
3. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage C. is the most **We** will pay for all **Crisis Management Costs** and **Breach response costs** from each **Security breach**, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage C. for all **Crisis Management Costs** and **Breach response costs** from all **Security breaches**;
4. the amount indicated as the Per Claim/Breach Sub-Limit of Liability applicable to Coverage D. is the most **We** will pay for all **damages** and **claim expenses** from each **Claim** arising out of a security act, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage D. for all **damages** and **claim expenses** from all such **Claims**; and
5. the amount indicated as the Per **Claim**/Breach Sub-Limit of Liability applicable to Coverage E. is the most **We** will pay for all **damages** and **claim expenses** from each **Claim** arising out of a **multimedia wrongful act**, subject to the amount indicated as the Aggregate Sub-Limit of Liability under Coverage E. for all **damages** and **claim expenses** from all such **Claims**; and
6. the amount indicated as the Sub-Limit of Liability applicable to Coverage F. is the most **We** will pay for all **Cyber-extortion payments** and **Cyber-extortion expenses** from each **Cyber-extortion threat** and all **Cyber-extortion threats** in the aggregate
7. the amount indicated as the Sub-Limit of Liability applicable to Coverage G. is the most **We** will pay for all **Business Income Loss** and from each **Security Compromise** and all **Security Compromises** in the aggregate; **Restoration Costs** from each **Security Compromise** and all **Security Compromises** in the aggregate

such Per Claim/Breach/**Cyber-extortion threat/Security Compromise** Sub-Limits of Liability and Aggregate Sub-Limits of Liability being referred to herein as the "Sublimits of liability", each of which is part of, and not in addition to the, **policy aggregate limit**.

C. If any **claim** or any single **claim** is covered under more than one Coverage, the highest applicable **sublimit of liability** shall be the most **We** shall pay as to such **claim** or single **claim** and such **claim** or single **claim** shall be subject to the highest applicable retention.

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VII. RETENTIONS

The retention for each Coverage is stated in the Policy. The applicable retention shall be first applied to **damages, claim expenses, losses, Crisis Management Costs** and **Breach response costs** covered by this Policy and **You** shall make direct payments within the retention to appropriate other parties designated by **Us**. **We** shall be liable only for the amounts in excess of the retention, not to exceed the applicable **Sublimit of liability** or **policy aggregate limit**.

With respect to Coverages A, B, D, E and G the retention shall be satisfied by **Your** payments of **damages** and **claim expenses** resulting from **claims** first made and reported to **Us** during the **policy period** or **extended reporting period**. One retention shall apply to each single **Claim** or **Loss** under such Coverages.

With respect to Coverage C and F, the retention shall be satisfied by **Your** payments of **Crisis Management Costs** and **Breach response costs** resulting from a **security breach** that occurred during the **policy period** and is reported by **You** to **Us** during the **policy period** or **extended reporting period**. One retention shall apply to each single **security breach** under such Coverage

With respect to Coverage G., the applicable retention amount set forth in the Policy applies once the **Period of Restoration** resulting from a **Network Disruption** has exceeded the **Waiting Period** in hours set forth in the Policy; then the **Business Income Loss** applicable to the retention amount set forth in the Policy shall be computed as of the commencement of such **Network Disruption**.

At our sole and absolute discretion, **We** may pay all or part of the applicable retention, in which case **You** agree to repay **Us** immediately after **We** notify **You** of the payment. The applicable retention shall first be applied to any **Loss** covered by this policy that is paid by **Us**, or by **You** with our prior written consent.

VIII. EXTENDED REPORTING PERIOD

A. Basic **Extended reporting period**: In the event of cancellation or non-renewal of this Policy by **You** or **Us**, an **Extended reporting period** of sixty(60) days immediately following such cancellation or non-renewal shall be automatically granted hereunder at no additional premium. Such **extended reporting period** shall cover **claims** first made and reported to **Us** during such thirty (30) day **extended reporting period** but only in respect of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of this Policy. No **claim** in such sixty (60) day **extended reported period** shall be covered under this Policy if **You** are entitled to indemnity under any other insurance or would have been entitled to indemnity under such insurance but for the exhaustion thereof.

B. Optional **Extended reporting period**: In the event of cancellation or non-renewal of this policy by **You** or **Us**, **You** shall have the right, upon payment in full and not proportionally or otherwise in part, of 100% of the annual premium shown in the Policy, to have issued an endorsement providing a twelve (12) month optional **extended reporting period** from the cancellation or non-renewal date.

   1. Such optional **extended reporting period** shall cover **claims** made and reported to **Us** during this optional **extended reporting** period, but only in respect of any **claim** arising out of any act, error, or omission committed prior to the date of cancellation or non-renewal, and subject to all other terms, conditions, and exclusions of the Policy.
   2. In order for **You** to invoke the optional **extended reporting period**, the payment of additional premium as stated in this provision must be paid to **Us** within thirty (30) days of the non-renewal or cancellation.
   3. At the commencement of the optional **extended reporting period**, the entire premium shall be deemed fully earned, and in the event **You** terminate the optional **extended reporting period** for

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whatever reason prior to its natural expiration, **We** will not be liable to return any premium paid for the optional **extended reporting period.**

C. Terms and conditions of basic and optional **extended reporting period**

1. At renewal of this policy, **Our** quotation of different premium, retention or limit of indemnity or changes in policy language shall not constitute non-renewal by **Us** for the purposes of granting the optional **extended reporting period.**
2. The right to the **extended reporting period** shall not be available to **You** where **We** cancel or non-renew due to non-payment of premium.
3. The limit of liability for the **extended reporting period** shall be part of, and not in addition to, the limit of liability for the **policy period.**
4. All notices and premium payments with respect to the **extended reporting period** shall be directed to **Us** through the entity named in the Policy.

IX. TERMS AND CONDITIONS

A. NOTICE OF CLAIM OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM

1. If any **claim** is made against **You** during the **policy period**, then as soon as practicable after **You** become aware of such claim, **You** must forward to **Us** through persons named in the Policy every demand, notice, summons or other process **You** or **Your** representative receive.
2. If during the **policy period**, **You** becomes aware of any act, error or omission that might reasonably give rise to a **claim** or **loss**, **You** must give written notice to **Us** through persons named in the Policy as soon as practicable during the **policy period** of:

   a. The specific details of the act, error or omission that might reasonably give rise to a **claim** or **loss**;
   b. The possible damage which may result or has resulted from the act, error or omission;
   c. The facts by which **You** first became aware of the act, error, omission or **loss**; and
   d. Any **Computer system** security and event logs which provide evidence of the act, error or omission.

   Any subsequent **claim** made against **You** arising out of such act, error or omission or **loss** which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to **Us**.

3. A **claim** or **loss** shall be considered to be reported to **Us** when notice is first given to **Us** through persons named in the Policy or when notice of a Wrongful Act which might reasonably give rise to a **claim** is first provided in compliance with IX.A.2 above.
4. If **You** report any **claim**, **loss** or request any payment under this Policy knowing such **claim**, **loss** or request to be false or fraudulent, as regards amounts or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.
5. Whenever coverage under this Policy would be lost because of non-compliance of Section IX.A.1. relating to the giving of notice of **claim** or **loss** to **Us** with respect to which any other of **You** shall be in default solely because of the failure to give such notice or concealment of such failure by one or more **You** responsible for the loss or damage otherwise insured hereunder, then **We** agree that such insurance as would otherwise be afforded under this Policy shall cover and be paid with respect to those of **You** who did not personally commit or personally participate in committing or personally acquiesce in such failure to give notice, provided that those of **You** entitled to the benefit of this provision under Section IX.A.1. have complied with such condition promptly after obtaining knowledge of the failure of any others of **You** to comply therewith, and any such **claim** or **loss** was reported during the **policy period** or **extended reporting period**, if applicable.

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However, such insurance as afforded by this provision shall not cover a **claim** or **loss** against **Your Organization** if a current principal, partner, director, or officer failed to give notice as required by Section IX.A.1. for a **claim** or **loss** against **Your Organization** arising from acts, errors, or omissions that Were known to a current principal, partner, director, or officer.

B. ASSISTANCE AND COOPERATION

1. **You** shall cooperate with **Us** in all investigations. **You** shall execute or cause to be executed all papers and render all assistance as requested by **Us**. Part of this assistance may require **You** to provide soft copies of **Your** system security and event logs.
2. Upon **Our** request, **You** shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to **You** because of acts, errors, or omissions with respect to which insurance is afforded under this Policy; and **You** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. **You** shall not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any **claim** without **Our** written consent, unless otherwise provided under Section II.
4. As soon as practicable after **You** give **Us** notice of any **Claim**, circumstance, **Loss**, or **security breach**, **You** must also give **Us** copies of reports, photographs, investigations, pleadings and all other papers in connection therewith, including allowing **Us** to question **You** under oath at such times as may be reasonably required regarding **Your Organization's** books, records, and any other matters relating to such **security breach** or **Claim**.
5. In the event of a **security breach** or **loss**, **You** must take all reasonable steps to protect **Computer systems** and personally identifiable, non-public information from further access, disclosure, loss or damage.

C. DUTIES IN THE EVENT OF A LOSS (applicable to Coverage G only)

You must see that the following are done if **You** send **Us** a Loss Notification:

1. At our request, notify the police, FBI, CERT or other applicable law enforcement authority, central reporting or investigative organization that **We** may designate, if it appears that a law may have been broken;
2. Immediately take all reasonable steps and measures necessary to limit or mitigate the **Loss**;
3. Send **Us** copies of every demand, notice, summons, or any other applicable information **You** receive;
4. If requested, permit **Us** to question **You** under oath at such times and places as may be reasonably required about matters relating to this insurance, including **Your** books and records;
5. Send **Us** a sworn statement of **Loss** containing the information **We** request to resolve, settle or otherwise handle the **Loss**. **We** will provide **You** with the necessary forms;
6. Cooperate with **Us** and counsel **We** may appoint in the investigation of any **Loss** covered by this Policy;
7. Assist **Us** and counsel **We** may appoint in the investigation or settlement of **Losses**;
8. Assist **Us** in protecting and enforcing any right of subrogation, contribution or indemnity against any person, organization or other entity that may be liable to **You**, including attending depositions, hearings and trials; and
9. Otherwise assist in securing and giving documentation and evidence, and obtaining the attendance of witnesses.

D. SUBROGATION

In the event of any payment under this Policy, **You** agree to give **Us** the right to any subrogation and recovery to the extent of our payments. **You** agree to execute all papers required and will do everything that is reasonably necessary to secure these rights to enable **Us** to bring suit in **Your** name. **You** agree to

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fully cooperate in our prosecution of that suit. **You** agree not to take any action that could impair our right of subrogation without our written consent whether or not **You** have incurred any un-reimbursed **Loss**. Any recoveries shall be applied first to subrogation expenses, second to **damages** and **claim expenses** paid by **Us**, and third to the Retention. Any additional amounts recovered shall be paid to **You**.

E. INSPECTIONS AND SURVEYS

We may choose to perform inspections or surveys of **Your** operations, conduct interviews and review documents as part of our underwriting, our decision whether to provide continued or modified coverage, or our processing of any **Loss**. If **We** make recommendations as a result of these inspections, **You** should not assume that every possible recommendation has been made or that **Your** implementation of a recommendation will prevent a **Loss**. **We** do not indicate by making an inspection or by providing **You** with a report that **You** are complying with or violating any laws, regulations, codes or standards.

F. OTHER INSURANCE

This insurance shall apply in excess of any other valid and collectible insurance available to **You**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this Policy.

G. ACTION AGAINST US

No action shall lie against **Us** or **Our** representatives unless, as a condition precedent thereto: (1) there shall have been full compliance with all terms of this insurance; and (2) until the amount of **Your** obligation to pay shall have been finally determined either by judgment or award against **You** after trial, regulatory proceeding, arbitration or by written agreement between **You**, the claimant, and **Us**.

Any person or organization or the legal representative thereof who has secured such judgment, award, or written agreement shall thereafter be entitled to make a **claim** under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have the right under this Policy to join **Us** as a party to an action or other proceeding against **You** to determine **Your** liability, nor shall **We** be impleaded by **You** or **Your** legal representative.

Your bankruptcy or insolvency shall not relieve **Us** of our obligations hereunder.

H. ENTIRE AGREEMENT

By acceptance of the policy, **You** agree that this Policy embodies all agreements between **You** and **Us** relating to this insurance. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop **Us** from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part of this Policy signed by **Us**.

I. NEW SUBSIDIARIES/CHANGES IN NAMED INSURED OR YOUR ORGANIZATION

1. During the **policy period**, if **You** acquire another corporation whose annual revenues are more than fifteen percent (15%) of **Your Organization's** annual revenues as set forth in its most recent audited financial statements there shall be no coverage under this Policy for acts, errors, or omissions committed or allegedly committed by the newly acquired **subsidiary** unless **You** give **Us** written notice of the acquisition containing full details thereof, and **We** have agreed to add coverage for the newly acquired **subsidiary** upon such terms, conditions, and limitations of coverage and such additional premium as **We**, in **Our** sole discretion, may require.
2. During the **policy period**, if the **Named Insured** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to another entity, or a receiver, conservator, trustee, liquidator, or rehabilitator, or any similar official is appointed for or with respect to the **Named**

Quotation
This is not a valid policy
Open 90 days

Insured, then all coverage under this Policy shall continue to the expiration of the **policy period** but only for losses, acts, errors, or omissions that occurred prior to the date of such consolidation, merger or appointment.

3. Should a corporation cease to be a **subsidiary** after the inception date of this policy, coverage with respect to such corporation shall continue as if it was still a **subsidiary** until the expiration date of this policy, but only with respect to a **claim** that arises out of any act, error, or omission committed such corporation prior to the date that it ceased to be a **subsidiary**.
4. All notices and premium payments made under this paragraph shall be directed to **Us** through the entity named in the Policy.

J. ASSIGNMENT

Your interest under this Policy may not be assigned to any other person or organization, whether by operation of law or otherwise, without our written consent. If **You** shall die or be adjudged incompetent, such insurance shall cover **Your** legal representative as **You** as would be covered under this Policy.

K. CANCELLATION

This Policy may be cancelled:

a) by **you** at any time on request. If this policy is cancelled by **you**, thirty percent (30%) of the premium shall be deemed earned upon inception of this policy and **we** will refund the remaining unearned premium computed on a daily pro rata basis thereafter. No premium will be refunded where any **claims** or circumstances have been notified under this policy.

b) by us. **We** will only cancel this policy if **you** fail to pay the premium within the terms of the payment condition attaching to this Policy, or if a principal, partner, executive officer, or director intentionally makes a material misrepresentation to **us** in regard to any **claim** notified to **us** under this policy; in which case, **we** will provide a notice of cancellation in accordance with the applicable law.the Policy is in effect.

L. WORDS AND TITLES OF PARAGRAPHS

The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference, and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is Used herein, the same shall include the plural when required by context.

M. NAMED INSURED AUTHORIZATION

The **Named Insured** first specified in the Policy has the right and duty to act on **Your** behalf for:

1. The giving and receiving of notice of cancellation;
2. The payment of premiums, including additional premiums;
3. The receiving of any return premiums;
4. The acceptance of any endorsements added after the effective date of coverage;
5. The payment of any retentions;
6. The receiving of any loss payments; and
7. Otherwise corresponding with **Us**.

N. WARRANTY BY YOU

By acceptance of this Policy, **You** agree that the statements contained in the **Application**, or any **Application** for coverage of which this Policy is a renewal, and any supplemental materials submitted

Quotation
This is not a valid policy
Open 90 days

therewith, are **Your** agreements and representations, that they shall be deemed material to the risk assumed by **Us**, and that this Policy is issued in reliance upon the truth thereof.

The misrepresentation or non-disclosure of any matter by **You** in the **Application**, or any **Application** for coverage of which this Policy is a renewal, or any supplemental materials submitted therewith will render the Policy null and void and relieve **Us** from all liability under the Policy.

The **Application** and any **Application** for coverage of which this Policy is a renewal, and any supplemental materials submitted therewith, are deemed incorporated into and made a part of this Policy.

O. SERVICE OF SUIT CLAUSE (U.S.A.)

1. It is agreed that in the event of our failure to pay any amount claimed to be due under this Policy, at **Your** request **We** will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is further agreed that service of process in such suit may be made upon our representative, designated in the Policy, and that in any suit instituted against any one of **Us** upon this contract; **We** will abide by the final decision of such court or of any appellate court, in the event of an appeal.
2. **Our** representative designated in the Policy is authorized and directed to accept service of process on our behalf in any such suit and/or upon **Your** request to give a written undertaking to **You** that they will enter a general appearance upon our behalf in the event such a suit shall be instituted.
3. Pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **We** hereby designate the Superintendent, Commissioner, or Director of Insurance or other officer specified for that purpose in the statute, or his successor in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of **You** or any beneficiary hereunder arising out of this Policy, and hereby designate our representative listed in the Policy as the person to whom the said officer is authorized to mail such process or a true copy thereof.

P. CHOICE OF LAW

Any disputes involving this Policy shall be resolved applying the law designated in the Policy.

Q. DISPUTE RESOLUTION

We and **You** agree to attempt in good faith to resolve any dispute arising out of or relating to this Policy promptly by negotiation in accordance with the following schedule:

1. If the dispute has not been resolved by negotiation within thirty (30) days of the disputing party's notice, either party may demand that the dispute be submitted for non-binding resolution by mini-trial.
2. The parties shall have ten (10) business days to agree on a mini-trial neutral.
3. If the parties are unable to agree on a mini-trial neutral, no more than three (3) business days after the expiration of the ten (10) day period set forth in subpart 2. above, each party shall submit to the other party the name of a single proposed mini-trial neutral who is available and able to comply with the requirements set forth herein.
4. If the parties are unable to agree after such disclosure, the mini-trial neutral will be determined as follows: **Your** proposed mini-trial neutral will be selected if the first digit to the left of the decimal point of the Dow Jones Industrial Average's closing number two (2) business days after the expiration of the period set forth in 3. above is an even number. **Our** proposed mini-trial neutral will be selected if that digit is an odd number.

This is not an Quotation. Valid policy 90 days

5. The parties must submit confidential briefs no longer than twenty-five (25) double-spaced pages, along with no more than five exhibits, to the mini-trial neutral within twenty (20) business days of the selection of the neutral.
6. The meeting with the mini-trial neutral must take place within fourteen (14) business days of the submission of the briefs set forth in 5. above.
7. The mini-trial neutral shall submit a written decision to the parties within ten (10) business days of the meeting set forth in 6. above.

No person or organization will have any right under this policy to join **Us** as a party to any action against **You** to determine **Your** liability.

Quotation
This is not a valid policy
Open 90 days

SHORT RATE CANCELLATION TABLE ENDORSEMENT

NMA 45 (Amended)

Notwithstanding anything to the contrary contained herein and in consideration of the premium for which this Insurance is written it is agreed that in the event of cancellation thereof by the Insured the Earned Premium shall be computed as follows:-

A. For insurances written for one year:-

Days Insurance in Force		Percent of One Year Premium	Days Insurance in Force		Per cent. of One Year Premium
1 - 73	.....	30	206 - 209	.....	66
74 - 76	.....	31	210 - 214	..... (7 months)	67
77 - 80	.....	32	215 - 218	.....	68
81 - 83	.....	33	219 - 223	.....	69
84 - 87	.....	34	224 - 228	.....	70
88 - 91	..... (3 months)	35	229 - 232	.....	71
92 - 94	.....	36	233 - 237	.....	72
95 - 98	.....	37	238 - 241	.....	73
99 - 102	.....	38	242 - 246	..... (8 months)	74
103 - 105	.....	39	247 - 250	.....	75
106 - 109	.....	40	251 - 255	.....	76
110 - 113	.....	41	256 - 260	.....	77
114 - 116	.....	42	261 - 264	.....	78
117 - 120	.....	43	265 - 269	.....	79
121 - 124	..... (4 months)	44	270 - 273	..... (9 months)	80
125 - 127	.....	45	274 - 278	.....	81
128 - 131	.....	46	279 - 282	.....	82
132 - 135	.....	47	283 - 287	.....	83
136 - 138	.....	48	288 - 291	.....	84
139 - 142	.....	49	292 - 296	.....	85
143 - 146	.....	50	297 - 301	.....	86
147 - 149	.....	51	302 - 305	..... (10 months)	87
150 - 153	.... (5 months)	52	306 - 310	.....	88
154 - 156	.....	53	311 - 314	.....	89
157 - 160	.....	54	315 - 319	.....	90
161 - 164	.....	55	320 - 323	.....	91
165 - 167	.....	56	324 - 328	.....	92
168 - 171	.....	57	329 - 332	.....	93
172 - 175	.....	58	333 - 337	... (11months).....	94
176 - 178	.....	59	338 - 342	.....	95
179 - 182	..... (6 months)	60	343 - 346	.....	96
183 - 187	.....	61	347 - 351	.....	97
188 - 191	.....	62	352 - 355	.....	98
192 - 196	.....	63	356 - 360	.....	99
197 - 200	.....	64	361 - 365	..... (12 months)	100
201 - 205	.....	65			

B. For Insurances written for more or less than one year:-

1. If insurance has been in force for 12 months or less, apply the standard short rate table for annual insurances to the full annual premium determined as for an insurance written for a term of one year.
2. If insurance has been in force for more than 12 months:

   (a) Determine full annual premium as for an insurance written for a term of one year.
   (b) Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata Earned Premium on the basis of the ratio of the length of time beyond one year the

Quotation
This is not a valid policy
Open 90 days

insurance has been in force to the length of time beyond one year for which the insurance was originally written.

(c) Add premium produced in accordance with items (a) and (b) to obtain Earned Premium during full period insurance has been in force.

Furthermore and notwithstanding the foregoing, Underwriters shall retain the total premium for this Insurance, such total premium to be deemed earned upon inception of the Policy if any claim or any circumstance that could reasonably be the basis for a claim is reported to Underwriters under this Insurance on or before such date of cancellation.

Quotation
This is not a valid policy
Open 90 days

NUCLEAR INCIDENT EXCLUSION CLAUSE (BROAD)

NMA 1256

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:-

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability,not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy*

does not apply:-

I. **Under any Liability Coverage, to injury, sickness, disease, death or destruction**

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association , Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Medical Payments Coverage or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

IV. As used in this endorsement:

"**hazardous properties**" include radioactive, toxic or explosive properties; "**nuclear material**" means source material, special nuclear material or byproduct material; "**source material**", "**special nuclear material**", and "**byproduct material**" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "**spent fuel**" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "**waste**" means any waste material (1)

Quotation
This is not a valid policy
30 days

containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "**nuclear facility**" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations, "**nuclear reactor**" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "**injury**" or "**destruction**" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE:- As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Quotation
This is not a valid policy
Open 90 days

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

NMA 1477

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause- Liability-Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Quotation
This is not a valid policy
Open 90 days

SEVERAL LIABILITY NOTICE

LSW 1001 (Insurance) 08/94

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Quotation
This is not a valid policy
Open 90 days

PREMIUM PAYMENT CLAUSE

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within sixty (60) days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the sixtieth (60th) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than ten (10) days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

LSW3001

September 2008

Indication
Not a valid policy
Open 90 days

Sanction Limitation and Exclusion Clause

LMA3100, 15 September 2010

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Quotation
This is not a valid policy
Open 90 days

#6f

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: 6-4-15

Weekly Agenda Date: 6-9-15

DEPARTMENT HEAD / CITIZEN: Danielle Dempster, V.A. Director & Jeremy Taylor, Supervisor

SUBJECT: Resolution for Outstanding Citizen

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☒	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒

WORDING FOR AGENDA ITEM: Approval of Resolution Thanking and Commending Ronald Kerr for Service to Woodbury County.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Resolution for Ronald Kerr.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY, IOWA

RESOLUTION NO

A RESOLUTION THANKING AND COMMENDING

Ronald Kerr

FOR YOUR SERVICE TO WOODBURY COUNTY

WHEREAS, Ronald Kerr has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering countless hours in his service since 1993; and

WHEREAS, your service to the Woodbury County Commission of Veteran Affairs, has been characterized by your dedication to the best interests of Woodbury County Veterans and their dependents; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend Ronald Kerr for your 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, Ronald Kerr.

BE IT SO RESOLVED this 16th day of June, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS

Mark A. Monson, Chairman	Jaclyn D. Smith, Member
Larry D. Clausen, Member	Jeremy J. Taylor, Member
Matthew A. Ung, Member	Attest: Patrick F. Gill, Woodbury County Auditor

#7

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) I

Date: June 5, 2015

Weekly Agenda Date: June 9, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James, Admin. Coordinator

SUBJECT: Appointments to Various Boards/Commission

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Approval of appointments to Boards/Commission.

EXECUTIVE SUMMARY: See attached

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION: Re-appoint the Board/Commission members that responded "Yes" they will serve another term.

ACTION REQUIRED / PROPOSED MOTION: Motion to approve re-appoint the Board/Commission members that responded "Yes" they will serve another term.

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

WOODBURY COUNTY, IOWA
BOARD ADMINISTRATION

MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Board Administrative Coordinator

RE: Responses from Members of Boards/Commissions on Consideration of Appointment/ Reappointment

DATE: June 3, 2015

Below are the responses of all the members of the various Boards/Commissions.

Library Board of Trustees

YES Susan Matthias, 3386 Hancock Ave., Smithland, Iowa 51056

YES Dale Peterson, 1932 Highway 20, Lawton, IA 51030

NO Marshall Sohm, 402 – 5th Street, Danbury, IA 51019

Veteran Affairs Commission

YES Leon Koster, 3407 Pine Crest Ct., Sioux City, IA 51104

Civil Service Commission

YES Flora Lee, 1608 Cassleman, Sioux City, IA 51103

The Board will need to appoint one person for the Library Board of Trustees

#8

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: 06/03/2015

Weekly Agenda Date: 06/09/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Patrick F. Gill, Co. Auditor/Recorder/Commissioner of Elections

SUBJECT: Lawton City Council Appointment

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM: Receive appointment of Council Member for Lawton City Council.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Receive the appointment made on 4/7/2015 by Lawton City Council.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY
SIOUX CITY, IOWA 51101

Office of Commissioner of Elections

620 DOUGLAS ST., ROOM 103

Patrick F. Gill
Commissioner
Phone 712-279-6465
Fax 712-279-6629
Email pgill@sioux-city.org

Steve Hofmeyer
Deputy Commissioner
Phone 712-279-6465
Fax 712-279-6629
Email shofmeyer@sioux-city.org

To: Board of Supervisors

From: Patrick F. Gill, Auditor/Recorder & Commissioner of Elections

Date: June 3, 2015

Re: City of Lawton Council Member Appointment

Please receive the appointment of Patrick Saunders, 426 E. Main Street, Lawton, Iowa, as Council Member for the City of Lawton, to fill the office previously held by William Wollesen, until the next regular election. The appointment was made on April 7, 2015.

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: CITY OF LAWTON — School/City/Township/Extension/Soil & Water

JANET HASCHE, CITY CLERK — Secretary/Clerk

Appointed 04-07-2015 — Date

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

For the office of COUNCILMAN

Name PATRICK SAUNDERS

Address 426 E. MAIN ST

City/Zip LAWTON, IA 51030

This appointment is to fill the office previously held by:

WILLIAM WOLLESEN
(Name of previous official)

PATRICK F. GILL
WOODBURY COUNTY
2015 MAY 29 AM 9 21
AUDITOR RECORDER
COMM OF ELECTIONS

VacAppt.DOC

#9

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: June 3rd, 15

Weekly Agenda Date: June 9th, 15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mike Headid

SUBJECT: Opening of Bid / Prairie Hills Black top Repair

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☑	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Black top Repair For Prairie Hills

EXECUTIVE SUMMARY: Needs to be done to prolong parking Black top life.

BACKGROUND: Repair of parking + additional parking and preventive maintenence.

FINANCIAL IMPACT: unknown, until Bids opened

RECOMMENDATION: lowest Bidder

ACTION REQUIRED / PROPOSED MOTION: motion to take back and Review before awarding of Bid

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

10

Date: June 5, 2015

Weekly Agenda Date: June 9, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mike Neswick – RML Architects

SUBJECT: Architectural Services Proposal – LEC

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☐

WORDING FOR AGENDA ITEM: Approval of architectural services proposal for exterior stairs and entrance of the Law Enforcement Center

EXECUTIVE SUMMARY: See Attached

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the architectural services proposal for exterior stairs and entrance of the Law Enforcement Center

Approved by Board of Supervisors March 3, 2015. Revised May 5, 2015.

June 3, 2015

Mr. Mark Monson, Chair
Woodbury County Board Of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, Iowa 51101

JUN 4 2015 PM2:14

Re: Architectural services proposal
Exterior stairs and entrance area
Woodbury County Law Enforcement Center (LEC)
Sioux City, Iowa

Architect's Project #1515

RML Architects L.L.C.

Robert M. Lee, NCARB
Mike Neswick
Regina Smith, NCARB

Dear Mr. Monson,

Thank you for the opportunity to quote Architectural services for the demolition and re-design of the front entry plaza and stairs for the Woodbury County Law Enforcement Center (LEC). Doug Rose from Bacon Creek Engineering and I have been on site with Mark Elgert and Mike Headid and this is our understanding of the scope of the project.

We understand that the goal of this project is to replace the concrete plaza, steps, and ADA ramp system on the south side of the building at the main entrance. We understand this area has a number of troublesome issues including unstable sub-surface soils and snow removal. In order to address the soils in this area, we will need a soils engineering report with recommendations for remediation of the soils. This is not included in our proposal as that is something normally provided by the owner. There is a local company that provides that service and I would be glad to provide that contact information for you.

Our A/E team of RML Architects, LLC and Bacon Creek Engineering propose to furnish full A/E services for this project including but not limited to:

- Site information gathering including measurements and topographical drawing of the site.
- Work with current Woodbury County staff to assess the condition and past history of the nature of existing troublesome issues and prepare a plan of corrective measures. This would include demolition of the existing

922 Douglas St.
Sioux City, Iowa 51101
Ph. 712-293-0332
Fax 712-293-0335
www.rmlarchitects.com

entrance plaza, stairs, and ramp structures and a new design prepared for County approval.

- Design development of the new plan
- Prepare full bid documents
- Assist Woodbury County with the taking of bids for the project including but not limited to distributing bid documents, answering contractor questions during bidding, preparing addendums during the bid process, assist Woodbury County with opening of the bids, review and make recommendations based on the opened bids, assist with contractor negotiation, and prepare contracts between the owner the successful low bidder.
- Review and approve shop drawings during the construction administration phase of the project.
- Observe the contractor during the construction phase.
- Review contractor's applications for payment on the project.
- Assist the owner and contractor with attaining the necessary permits at the end of the project.

We propose to provide these services at our normal hourly rates with a maximum sum of $22,500 plus reimbursable expenses. A copy of our reimbursable expenses and hourly rates sheet is accompanied herewith. We will prepare a standard AIA B101form agreement between Owner and Architect for this project.

We have enjoyed our continued relationship with Woodbury County over the years and look forward to serving your needs into the future.

Sincerely,

Mike Neswick, Partner
Cc: Bacon Creek Engineering
File

SCHEDULE OF REIMBURSABLE EXPENSES

COPIES up to 11x17	Black & White	$0.16/Sheet
	Color	0.55/Sheet
PRINTS	Up to 24x36 Size	3.30/Sheet
	30x42 Size	5.00/Sheet
COLOR DRAWING PLOTS	Up to 24x36 Size	6.60/Sheet
	30x42 Size	8.00/Sheet
	Glossy	Add 2.00/Sheet
FAX	Incoming or Outgoing	0.50/Sheet
BOARD MOUNTED DISPLAYS		34.00/Board
MISCELLANEOUS	Mileage, Postage, Large Format Copies, Supplies, Out of Town Lodging, Out of Town Meals and Out of Town Travel Expenses including fares and car rental	Cost + 15%

SCHEDULE OF HOURLY RATES

Partner	135.00/Hour
CAD Technician II	77.00/Hour
CAD Technician I	45.00/Hour
Clerical	45.00/Hour

RML Architects, LLC also offers an Architectural fee based on a percentage of the construction cost or a fixed Architectural fee. Fees are negotiated on a project-by-project basis.

Fees are subject to change without notice.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#11a

Date: May 28, 2015

Weekly Agenda Date: June 9, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra P.E. Secondary Roads Dept Head

SUBJECT: **Consideration of award of bids for Project number FM-CO97(122)--55-97**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒
Consideration X		

WORDING FOR AGENDA ITEM: Consideration of award of bids for resurfacing a portion of county route D22

EXECUTIVE SUMMARY: This hot mix asphalt (HMA) resurfacing project is part of the FY 2015-2019 Woodbury County five year construction program. The project bids were received May 19th by the Iowa DOT, have been reviewed by my office, and a recommendation for award is being returned to the Board of Supervisors.

BACKGROUND: For projects with an engineer's estimate of over $50,000, the county shall put projects out to bid under the provisions of Sections 309.40 and 309.41 of the Code of Iowa which outlines advertisement and letting procedures. One bid from a qualified contractor was returned in response to the request for bids.

FINANCIAL IMPACT: This project is funded using the county's farm to market funds.

RECOMMENDATION: Recommend acceptance of the low bid from Knife River Corporation.

ACTION REQUIRED/MOTION PROPOSED: Motion to accept the bid from and award the project to Knife River Corporation for HMA Resurfacing on County Route D-22 for $997,421.34.

Approved by Board of Supervisors March 3, 2015.

Apparent Bids for Proposal 97-C097-122

HMA RESURFACING WITH MILLING

Letting ID: 15/05/19
Cut-Off Time: 10:00:59 AM

Bidder Name	DBE	Bid Amount
KNIFE RIVER CORPORATION D/B/A KNIFE RIVER MIDWEST LLC	0.00%	$997,421.34

(1 Apparent Bid)

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

#116

Date: June 4, 2015

Weekly Agenda Date: June 9, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of Approval of Construction Project Plans for Letting**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒
Consideration X		

WORDING FOR AGENDA ITEM: Consideration of approval of construction plans for project to replace bridge N91, the 260th Street Bridge in section 27 of Miller Township.

EXECUTIVE SUMMARY: The county engineer and the board of supervisors are required by section 309.40 of the Code of Iowa to advertise and let all projects at a public letting when the engineer's estimated cost of the project exceeds $50,000. The existing bridge is functionally obsolete and structurally deficient and its design does not allow economical repair. The county engineer has prepared plans and specifications for construction of a replacement structure.

BACKGROUND: The existing bridge was built in 1900 and has been posted for reduced loads. Our bridge inspection consultant has estimated its remaining life at 3 years. This project is a part of the approved FY 2015-2019 five year construction program and is scheduled for a FY 2015 construction. The project replaces an existing 21' long x 23' wide steel I beam bridge with a 10' x 8' Precast Concrete Box with a drop inlet.

FINANCIAL IMPACT: This is a budgeted secondary road construction project. The project is paid for using the local secondary road funds.

RECOMMENDATION: Recommend approval of the project plans for a June 30, 2015 letting.

ACTION REQUIRED/MOTION PROPOSED: Motion to approve the approve plans for project number L-B(N91)—73-97.

WOODBURY COUNTY

10'x8' PRECAST CONCRETE CULVERT

PROJECT NO. L-C(N91)--73-97

Letting Date JUNE 30, 2015

IOWA
DEPARTMENT OF TRANSPORTATION

Project Development Division

PLANS OF PROPOSED IMPROVEMENT ON THE

SECONDARY ROAD SYSTEM
WOODBURY COUNTY
10'x8' PRECAST CONCRETE CULVERT
PROJECT NO. L-C(N91)--73-97

Miller Township On 260th Street North Line Sec. 27, T87N, R43W

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, series of 2012, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.

Plus Current Special Provisions and Supplemental Specifications

TRAFFIC CONTROL PLAN

THIS ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. TRAFFIC ROUTES ADJACENT TO PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATION CODE (IAC) CHAPTER 130.

MAINTENANCE OF SIGNS AND BARRICADES AS STATED IN ARTICLE 1107.09 SHALL APPLY ON THIS PROJECT.

SIGNING ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH ROAD STANDARD TC-252

Approved

Board of Supervisors

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Date

Iowa Registration Number 11452
Expiration Date 12/31/2016

Pages or sheets covered by this seal:
Pages A1, A2, B1, C1, D1, D2, & X1-X4

2011 AADT 20 V.P.D.

Project Number: L-C(N91)--73-97

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET
A2	LOCATION MAP
B1	ESTIMATE OF QUANTITIES AND GENERAL INFORMATION
C1	DROP INTAKE TRASH RACK DETAILS
D1	SITUATION PLAN
D2	PROFILE SHEET
X1-X4	ROADWAY CROSS SECTIONS

ROAD STANDARD PLANS

The following Standard Plans shall be considered applicable to construction work on this project.

Identification	Date	Identification	Date	Identification	Date
EW-101	10-20-15				
EW-401	10-20-15				
EW-402	10-20-15				
TC-252	10-20-15				

RCB STANDARDS

(May be obtained at Bridge Design Services)

Standard	Date Issued	Date Revised	Standard	Date Issued	Date Revised
PRCB G1-13	JANUARY, 2013				
PRCB G2-13	JANUARY, 2013				
PRCB 10-13	JANUARY, 2013				
PES 1-13-T3	JANUARY, 2013				
PES 3-13-T3	JANUARY, 2013				

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#11C

Date: June 4, 2015

Weekly Agenda Date: June 9, 2015

DEPARTMENT HEAD / CITIZEN: Mark J. Nahra, P.E., Woodbury County Engineer, Secondary Road Dept.

SUBJECT: **Consideration of Approval of Construction Project Plans for Letting**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☒
Give Direction ☐	Other: Informational ☐	Attachments ☒
Consideration X		

WORDING FOR AGENDA ITEM: Consideration of approval of construction plans for a project to replace the Fayette Avenue culvert in section 34 of Banner Township.

EXECUTIVE SUMMARY: The county engineer and the board of supervisors are required by section 309.40 of the Code of Iowa to advertise and let all projects at a public letting when the engineer's estimated cost of the project exceeds $50,000. The county engineer has prepared plans and specifications for construction of a replacement structure.

BACKGROUND: The existing culvert was severely damaged in storms last June and has been closed to through traffic since the storm. This project is a part of FEMA approved and funded repairs to the county road system.

FINANCIAL IMPACT: This is a flood damage repair project. The project is paid for using 75% FEMA funds, 10% state funds and 15% local secondary road funds.

RECOMMENDATION: Recommend approval of the project plans for a June 30, 2015 letting.

ACTION REQUIRED/MOTION PROPOSED: Motion to approve the approve plans for project number FEMA 13—73-97.

Approved by Board of Supervisors March 3, 2015.

IOWA
DEPARTMENT OF TRANSPORTATION

Highway Division

PLANS OF PROPOSED IMPROVEMENT ON THE

SECONDARY ROAD SYSTEM
WOODBURY COUNTY
CMP CULVERT REPLACEMENT
PROJECT NO. FEMA 13--73-97

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, series 2012, plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.

Plus Current Special Provisions and Supplemental Specifications

CULVERT D-167 ON FAYETTE AVE

Project Number: FEMA 13--73-97

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET
A2	LOCATION MAP
B1	ESTIMATE OF QUANTITIES AND GENERAL INFORMATION
C1	REBAR LIST AND CURTAIN WALL SIDE ELEVATION
C2	CURTAIN WALL END ELEVATION
C3	CMP CROSS SECTION

STANDARD PLANS

The following Standard Plans shall be considered applicable to construction work on this project.

Identification	Date	Identification	Date	Identification	Date
DR-101	04-15				
DR-103	04-15				
DR-104	04-15				
TC-252	04-12				

MILEAGE SUMMARY

DIV.	Description

TRAFFIC CONTROL PLAN

ROAD WILL BE CLOSED TO THROUGH TRAFFIC DURING CONSTRUCTION. TRAFFIC ROUTES ADJACENT TO PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATION CODE (IAC) CHAPTER 130.

MAINTENANCE OF SIGNS AND BARRICADES AS STATED IN ARTICLE 1107.09 SHALL APPLY ON THIS PROJECT.

SIGNING ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH ROAD STANDARD TC-252.

Approved

Board of Supervisors

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Date

Iowa Registration Number 11452
Expiration Date 12/31/2016

Pages or sheets covered by this seal:
A1, A2, B1, C1-C3

2012 AADT 20 V.P.D.

WOODBURY COUNTY

NEW CMP CULVERT

PROJECT NO: FEMA 13--73-97

Letting Date JUNE 30, 2015

#12a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: __June 3, 2015_____

Weekly Agenda Date: June 9, 2015__

DEPARTMENT HEAD / CITIZEN: _____Supervisor Jeremy Taylor_____

SUBJECT: **Revision to Open Contract with McClure Engineering**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM: Revision to Open Contract with McClure Engineering

EXECUTIVE SUMMARY: In order to both honor the ability of the Chairman to conduct day to day operations as approved by our rules and bylaws and fulfill the timely nature of economic development actions while not incurring additional costs above what was intended, the following motion is put forward.

BACKGROUND: The contract with McClure Engineering was approved for on-call services. The Chairman is the person to whom and by whom scheduling of services should be conducted as meetings have been called concerning planning, information, and development. Sometimes the nature of economic development remains embargoed or sensitive due to impending projects or land sale acquisitions. However, the Board has a fiduciary responsibility to not incur greater costs than they are comfortable with which may reach outside of what the Board deems to be mere "day to day operations." This appears to me to strike a reasonable balance.

FINANCIAL IMPACT: None

RECOMMENDATION: That the Board approve the following action in a subsequent meeting.

ACTION REQUIRED: I move that the previously approved open contract with McClure Engineering be exercised at the discretion of the Chair up to $10,000 in a 90 day period except by approval of a Board majority. Furthermore, it shall be incumbent upon McClure Engineering to inform the Board Chair when charges are to be incurred and communicate back to the Board such anticipated charges. McClure Engineering will also be expected to invoice the county in a timely manner, e.g. 30 days from the date that services are completely rendered.

#12b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQ

Date: __June 3, 2015_____

Weekly Agenda Date: June 9, 2015__

DEPARTMENT HEAD / CITIZEN: _____Supervisor Jeremy Taylor_____

SUBJECT: **Baker Group Update**

ACTION REQUIRED:

Approve Ordinance ☐	Approve Resolution ☐	Approve Motion ☐
Give Direction ☐	Other: Informational ☒	Attachments ☐

WORDING FOR AGENDA ITEM: Discussion of Baker Group Timeline

EXECUTIVE SUMMARY: The Board approved an authorization for the Chair to sign the letter of intent to allow the Baker Group to study county buildings and potential long-term plans.

BACKGROUND: I had an informational meeting with Dave Jorgensen to receive updates on the progression of work and would like to report some findings.

FINANCIAL IMPACT: None

RECOMMENDATION: None

ACTION REQUIRED: None

#13

JUNE 2, 2015 — MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS AS TRUSTEES FO DISTRICTS IN WOODBURY COUNTY

The Board of Supervisors met on Tuesday, June 2, 2015 as Trustees for Drainage Districts in Woodb Board members present were Clausen, Taylor, Monson, Ung and Smith. Staff members present we Board Administrative Coordinator, Joshua Widman, Assistant County Attorney, Mark Nahra, County Office, Dennis Butler, Finance/Operations Controller and Patrick Gill, Auditor/Clerk to the Board.

The Board called to order a Drainage District Trustee meeting.

Motion by Smith second by Clausen to approve and authorize the Chairperson to sign a Resolution levying special assessment of $0.00 for Anthon Central Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,191
ANTHON CENTRAL DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Anthon Central Drainage District, that a special tax and/or assessment in the sum of **$ 0.00** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Clausen second by Smith to approve and authorize the Chairperson to sign a Resolution levying special assessment of $1,000.00 for Bennett-McDonald Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,192
BENNETT-MCDONALD DRAINAGE DISTRICT

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Bennett-McDonald Drainage District of Woodbury County, Iowa; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Bennett-McDonald Drainage District, that a special tax and/or assessment in the sum of **$ 1,000** be levied

against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Ung second by Clausen to approve and authorize the Chairperson to sign a Resolution levying special assessment of $0.00 for Hackley Lateral Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,193
HACKLEY LATERAL DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Hackley Lateral Drainage District, that a special tax and/or assessment in the sum of **$ 0.00** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Clausen second by Smith to approve and authorize the Chairperson to sign a Resolution levying special assessment of $50.00 for Maple River Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,194
MAPLE RIVER DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Maple River Drainage District, that a special tax and/or assessment in the sum of **$ 50.00** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Clausen second by Ung to approve and authorize the Chairperson to sign a Resolution levying special assessment of $60,500.00 for Orton Slough Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,195
ORTON SLOUGH DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Orton Slough Drainage District, that a special tax and/or assessment in the sum of **$ 60,500** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Monson second by Taylor to approve and authorize the Chairperson to sign a Resolution levying special assessment of $1,000.00 for Smithland Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,196
SMITHLAND DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Smithland Drainage District, that a special tax and/or assessment in the sum of **$ 1,000** be levied against all the tracts of land, lots, railroad companies, and public highways within said Drainage District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution levying special assessment of $0.00 for Smokey Hollow Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,197
SMOKEY HOLLOW DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Smoky Hollow Drainage District, that a special tax and/or assessment in the sum of **$ 0.00** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Smith second by Clausen to approve and authorize the Chairperson to sign a Resolution levying special assessment of $51,000.00 for Upper Wolf Creek Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,198
UPPER WOLF CREEK DRAINAGE DISTRICT

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Upper Wolf Creek Drainage District of Woodbury County, Iowa; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Upper Wolf Creek Drainage District, that a special tax and/or assessment in the sum of **$ 51,000** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Ung second by Clausen to approve and authorize the Chairperson to sign a Resolution levying special assessment of $500.00 for Weber Creek Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,199
WEBER CREEK DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Weber Creek Drainage District, that a special tax and/or assessment in the sum of **$ 500** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Taylor second by Smith to approve and authorize the Chairperson to sign a Resolution levying special assessment of $4,000.00 for Wolf Creek Drainage District for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,200

WOLF CREEK DRAINAGE DISTRICT

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Drainage District, that a special tax and/or assessment in the sum of **$ 4,000** be levied against all the tracts of land, lots, railroad companies and public highways within said Drainage District, same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution levying special assessment of $0.00 for Wolf Creek Pumping District #2 for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,201
WOLF CREEK PUMPING DISTRICT #2

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Wolf Creek Pumping District #2 of Woodbury County, Iowa; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Pumping District #2, that a special tax and/or assessment in the sum of **$ 0.00** be levied against all the tracts of land, lots, railroad companies, and public highways within said Pumping District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Taylor second by Ung to approve and authorize the Chairperson to sign a Resolution levying special assessment of $0.00 for Wolf Creek Pumping District #3 for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,202
WOLF CREEK PUMPING DISTRICT #3

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Wolf Creek Pumping District #3 of Woodbury County, Iowa; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Wolf Creek Pumping District #3, that a special tax and/or assessment in the sum of **$ 0.00** be levied against all the tracts of land, lots, railroad companies, and public highways within said Pumping District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Taylor second by Clausen to approve and authorize the Chairperson to sign a Resolution levying special assessment of $34,000.00 for Bennett-McDonald Smithland Special for fiscal year 2015-2016. Carried 5-0.

RESOLUTION #12,203
BENNETT-MCDONALD SMITHLANDSPECIAL

WHEREAS, the Woodbury County Board of Supervisors is the governing body of the Bennett-McDonald Smithland Special of Woodbury County, Iowa; and

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

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Woodbury County Board of Supervisors as the governing body of the Bennett-McDonald Smithland Special, that a special tax and/or assessment in the sum of **$ 34,000.00** be levied against all the tracts of land, lots, railroad companies, and public highways within said Pumping District and same to be in the same ratio and upon the same classification as heretofore established, adopted and confirmed.

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

DATED this 2nd day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Monson second by Taylor to approve the revised scope for the Orton Slough drainage ditch project. Carried 5-0. Copy filed.

The Drainage District meeting was adjourned.

JUN 3 2015 AM11:46

Implications of Changing Demographics for the Child Welfare System

Dear Jeremy Taylor, Woodbury County Supervisor

As a leader in the Sioux City community you are well aware of how Sioux City has changed through the years of its history. We have seen changes in the economy, in technology, in businesses, in institutions and the people who make Sioux City their home.

We are team of a group of professionals and community members working on the issue of Disproportionality and Disparate Outcome of Minority Children in the Child Welfare and Juvenile Justice Systems. Our members represent the Department of Human Services, the Iowa Court system, and other members of the Sioux City community.

To get a picture of this changing Siouxland demographic you and your team are invited by the to an informational and discussion session on the changing face of Siouxland.

Presenting information on the disparities in child welfare will be University of Northern Iowa professors, Dr. Mark Grey, Director of the Iowa Center for Immigrant Leadership and Integration and Dr. Michele Devlin, Director of Iowa Center on Health Disparities.

Their presentation will be followed by remarks from the Department of Human Services, Iowa Courts, and others followed by a discussion by participants.

We promise a very informative and thought provoking couple of hours that should be very beneficial to your work with the residents of the Sioux City area.

The event will be held on

June 24, 2015 from 2:00 pm to 4:15 pm

Stark Student Center Briar Cliff University

3303 Rebecca Sioux City, IA 51104

Please RSVP to Richard Closter by June 17, 2015

Iowa Department of Human Services 822 Douglas Sioux City, IA 51101
rcloste@dhs.state.ia.us

We hope to hear from you soon.

Judge Julie Schumacher, District Associate Judge

Pat Anderson, Iowa Department of Human Services Social Work Administrator

Pat Anderson

OFFICE OF

Woodbury County Planning & Zoning Director

620 DOUGLAS ST., 6TH FLOOR - SIOUX CITY, IA 51101

John Pylelo - Planning & Zoning Director • jpylelo@sioux-city.org
Peggy Napier - Clerk II • pnapier@sioux-city.org
Telephone (712) 279-6557
Fax (712) 279-6530

Date: June 1, 2015

To: Qwest Communications, Woodbury County REC, Bacon Creek Watershed Subdistrict, Woodbury Soil Conservation District, Natural Resources Conservation Service, Department of Natural Resources, Siouxland District Health, Woodbury County: Assessor, Board of Supervisors, Department of Emergency Services, Engineer, Recorder-Real Estate Dept., Lisa McCardle - Clerk City of Sioux City; Brent Nelson - Sr. Planner City of Sioux City, Kristen K. Williams.

From: John Pylelo, Planning and Zoning Director

Re: Proposed Subdivision for Jill's Dream Addn. – A Minor Subdivision; Applicant Melvin L. Williams

Enclosed find final platting submitted by Melvin I. Williams of 1560 110th St., Sioux City, IA. Mr. Williams intends to develop 9.055 acres into three (3) lots for single family residential development. The parent parcel is zoned AE (Agricultural Estates) with the intended use and potential residential density permitted within this Zoning District.

The property is located in the NW ¼, NE ¼, of Section 08, Concord Township approximately 1.6 east of Sioux City and abutting the south side of 110th St.(Hwy D12).

Please review the plat and forward your comments in writing to this office by 10:00 a.m., June 19, 2015. Please do not respond directly to the developer as all comments must be considered by the Commissioners.

Should you wish to attend to offer comment in person a public hearing on this matter will be held before the Woodbury County Zoning Commission on Monday evening, June 22, 2015, at 6:00 P.M. The public hearing will be held in the Woodbury County Board of Supervisor Office Meeting Room, First Floor, Woodbury County Courthouse, 620 Douglas St., Downtown Sioux City, IA. Please us the Courthouse 7th St. entrance. Be advised security procedures are now in place to gain entrance to the Courthouse

* Final Plat is in the Board Office for review

OFFICE OF
Woodbury County Planning & Zoning Director
SIXTH FLOOR • SEVENTH AND DOUGLAS STREETS - SIOUX CITY, IA 51101
John Pylelo - Planning & Zoning Director • jpylelo@sioux-city.org
Peggy Napier - Clerk II • pnapier@sioux-city.org
Telephone (712) 279-6557
Fax (712) 278-6530
http://woodburyiowa.com/departments/planningandzoning/

June 5, 2015

Ag Processing, Inc.
Attn: Mark Craigmile
12700 West Dodge Rd.
Omaha NE 68103

M& W Contractors
Attn: Kurt Webster
PO Box 2510
East Peoria, IL 61611

COPY

JUN 4 2015 PM3:02

Re: Ag Processing, Inc. - Vegetable Oil Refinery Expansion
GIS Parcel #874731300001

Gentleman:

We enclose the following permits related to Ag Processing, Inc.'s vegetable oil refinery expansion project within rural Woodbury County, Iowa:

1.) Woodbury County, Iowa Floodplain Development Permit. This permit is conditioned upon the permittee complying with all other local, state, federal statutes, ordinances, rules and permit requirements applicable to the construction, operation and maintenance of the referenced construction. This permit includes each of the permit conditions established under Iowa Department of Natural Resources Flood Plain Development Permit FP 2015-132 dated May 20, 2015.

2.) Woodbury County, Iowa Grading Permit. This permit is conditioned upon the permittee complying with all other local, state, federal statutes, ordinances, rules and permit requirements applicable to the construction, operation and maintenance of the referenced construction. This permit includes each of the permit conditions established under Iowa Department of Natural Resources Flood Plain Development Permit FP 2015-132 dated May 20, 2015.

AG Processors, Inc. is now permitted to begin site preparation and grading operations on the referenced parcel. Woodbury County is now willing to accept the building permitting application for planned structure placements.

John Pylelo, Director

copy : Board Office
Mark Nahra, County Engineer
David Gleiser, Rural Economic Development

Western Iowa Tourism Region Annual Meeting

ICE CREAM CAPITAL OF THE WORLD®

WESTERN iowa

connect to fun!

Wednesday, June 17, 2015

Willow Creek Golf Course * Le Mars

Western Iowa Tourism Region
Annual Meeting * June 17, 2015
Willow Creek Golf Course
935 Park Lane * Le Mars
*** Registration starts at 10:30**

OMAHA NE 680
03 JUN 2015 PM 2-L

"An accomplished speaker and author, Holly Hoffman delivers a message of positivity, determination and confidence. Hoffman was the last remaining member on the Survivor team in Season 21."

*** 2015 Accomplishments, awards & acknowledgements, board member elections, silent auction, networking, & fun!**

Register by calling 888-623-4232 or
e-mail Shonna@visitwesterniowa.com

Board of Supervisors
Woodbury County Courthouse
620 Douglas, Room 103
Sioux City, IA 51101-1248

WOODBURY COUNTY JUVENILE DETENTION CENTER

Trosper-Hoyt Bldg.
822 Douglas St. - 4th Floor
Sioux City, Iowa 51101

Phone 712-279-6622
Email: molsen@sioux-city.org
Fax 712-234-2900

	6:00 a.m.	6:00 p.m.
May, 2015		
May 25, 2015		18
May 26, 2015	18	16
May 27, 2015	16	15
May 28, 2015	15	14
May 29, 2015	14	14
May 30, 2015	14	14
May 31, 2015	14	14
June, 2015		
June 1, 2015	14	

The Center averaged 15 youths per day during the 6:00 a.m. head count and 15 during the 6:00 p.m. check for a weekly average of 15 youths per day during the above week.

Of the fourteen youths detained on June 1, 2015, seven or fifty percent are identified as gang members. OF the seven, two or twenty nine percent are identified as hard core members.

The Center is currently detaining four juveniles from Dakota County and three from the BIA.

Mark Olsen
Director
WCJDC
June 1, 2015

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
5/30/15	Saturday	243	214	14	15	18
5/31/15	Sunday	241	211	14	16	18
6/1/15	Monday	245	217	14	14	18
6/2/15	Tuesday	245	216	13	16	20
6/3/15	Wednesday	246	217	13	16	23
6/4/15	Thursday	226	195	12	19	22
6/5/15	Friday	221	192	12	17	21
		1667	1462	92	113	140

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
5/30/15	271	220	51
5/31/15	268	218	50
6/1/15	267	218	49
6/2/15	272	221	51
6/3/15	273	218	55
6/4/15	266	212	54
6/5/15	244	194	50
	1861	1501	360

*Highest population count each day