NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(MAY 26, 2015) (WEEK 22 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 May 26, 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 (May 26, 2015) — Action

4. Approval of the minutes of May 19, 2015 meeting — Action

5. Discussion and approval of claims — Action

6. Human Resource – Ed Gilliland
   - a. Approval of Memorandum of Personnel Transactions — Action
   - b. Authorize Chairman to sign Authorization to Initiate Hiring process — Action
   - c. Sioux Rivers Employment Contract, Discussion and Action — Action
   - d. Sioux Rivers Job Description, Discussion and Action — Action

7. Board Administration/Public Bidder – Karen James

4:35 p.m. (Set time)
   - a. Public Hearing and sale of property Parcel #790740 — Action
   - b. Approval of resolution for tax suspension for B. B. — Action
   - c. Approval of resolution for tax suspension for K. J. — Action

4:40 p.m. (Set time)
   - d. Public hearing for amendment of current County budget – Dennis Butler — Action

8. Secondary Roads – Mark Nahra

4:45 a.m. (Set time)

a. Receive and consider bids to replace bridge X-101, the 325th Street bridge in Section 29 of Liston Township near Danbury — Action

b. Consideration of permit for work within the Highway Right of Way and a permit for buried utilities for Gaylun Beckner for a new waterline on Old Highway 141 near Smithland — Action

c. Consideration of permit for work within the Highway Right of Way for Wilson Farms, Ltd. by Scott Louscher for ditch cleaning on Dallas Avenue between 290th Street and 300th Street. — Action

9. County Attorney – P J Jennings
   Information on County Attorney payment plan — Information

10. Board Administration – Dennis Butler
    Discussion and action on funding of the McClure Engineering Contract — Action

11. Rural Economic Development – David Gleiser
    Investing in Woodbury County RLF – Sergeant Bluff Eye Care, Revised Closing Documents — Action

12. Building Services – Mike Headid
    Awarding of bid for Trosper-Hoyt upgrade — Action

13. Board of Supervisors – Jeremy Taylor

a. Information on Sheriff and CF Industries routing of employees for public safety concern, economic development and fiscal responsibility — Information

b. Approval of resolution congratulating and thanking City of Sioux City — Action

c. Approval of new Vision Statement for Woodbury County — Action

Recess Board of Supervisors Meeting
Convene Orton Slough Drainage District Trustee Meeting

14. Consideration of approval of the contract for repairs of the Orton Slough Drainage district tile line and intakes — Action

Adjourn Orton Slough Drainage District Trustee Meeting
Continue Board of Supervisors Meeting

15. Reports on committee meetings — Information

16. Citizen's Concerns — Information

17. Board Concerns and Comments — Information

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

TUESDAY, MAY 26	**2:00 p.m.**	Decat Board Meeting, Western Hills AEA, Room F
	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, IA
MONDAY, JUNE 1	**6:00 p.m.**	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, JUNE 2	**4:00 p.m.**	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, JUNE 3	**12:00 noon**	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, JUNE 4	**5:00 p.m.**	Conservation Board Meeting, Southwood Conservation Area Shop
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 Avenue
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

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.

MAY 19, 2015 — TWENTYFIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, April 19, 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. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.

2. Citizen concerns.

3. Motion by Taylor second by Smith to approve the Agenda for May 19, 2015. Carried 5-0. Copy filed.

4. Motion by Taylor second by Clausen to approve the minutes of the May 12, 2015 Board meeting. Carried 5-0. Copy filed.

5. Motion by Clausen second by Ung to approve the county's claims totaling $346,753.54. Carried 5-0. Copy filed.

6a. Motion by Smith second by Taylor to approve the other of Michael Gray, District Foreman, Secondary Roads Dept., effective 2-10-15, $63,756/year. Per Wage Plan Matrix, change Step from Step 4 to Step 8.; the other of Thomas Handke, District Foreman, Secondary Roads Depts., effective 2-10-15, $63,76/year. Per Wage Plan Matrix, change Step from Step 4 to Step 8.; the transfer of Benjamin Kusler, Asst. to the Engineer, Secondary Roads Dept., effective 5-13-15, $75,180/year. Position Transfer.; the appointment of Nolan Corbin, Temporary Engineering Aide, Secondary Roads Dept., effective 05-20-15, $11.00/hour. Not to exceed 120 days.; the appointment of James Hayden, Temporary Engineering Aide, Secondary Roads Dept., effective 5-20-15, $11.50/hour. Not to exceed 120 days.; the appointment of Jacob Fry, Temporary Summer Laborer, Secondary Roads Dept., effective 5-21-15, $9.00/hours. Not to exceed 120 days.; the end of probation of Shannon Gehrig, Case Manager, Social Services Dept., effective 5-24-15, $20.18/hour, 4%=$.83/hour. Per Wage Plan Matrix, End of Probation Salary Increase.; and the end of probation of Earlina Huffman, Case Manager, Social Services Dept., effective 5-26-15, $20.18/hour, 4%=$.83/hour. Per Wage Plan Martix, End of Probation Salary Increase. Carried 5-0. Copy filed.

6b. Motion by Clausen second by Smith to approve the 28E agreement for Sioux Rivers Regional Mental Health and Disabilities Services. Carried 3-2 on a roll call vote; Taylor and Ung opposed. Copy filed.

7a. Motion by Smith second by Clausen to approve the lifting of tax suspension for Thomas Prince, 1761 West St., Sioux City, parcel #894719437006. Carried 5-0. Copy filed.

7b. Motion by Smith second by Ung to approve and authorize the Chairperson to sign a Resolution for tax suspension for Charles Goettsch, 802 Dubuque St., Sioux City, parcel #894727280008. Carried 5-0.

WOODBURY COUNTY, IOWA
RESOLUTION #12,177
RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES

WHEREAS, Charles L. Goettsch, is the titleholder of property located at 802 Dubuque Street, Sioux City, IA, Woodbury County, Iowa, and legally described as follows:

Parcel # 8947 27 280 008

COLES W 90 FT LOT 6 EXCEPT N 3 FT OF W 55 FT T

WHEREAS, Charles L. Goettsch, 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 19th day of May, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7c. Motion by Smith second by Taylor to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #320430, 2323 W. 14th St., Sioux City. Carried 5-0.

RESOLUTION #12,178
NOTICE OF PROPERTY SALE

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

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

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **2nd Day of June, 2015 at 4:40 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **2nd Day of June, 2015,** immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $87.00** plus recording fees.

Dated this 19th Day of May, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7d. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #182115, 3112 1st St., Sioux City. Carried 5-0.

RESOLUTION #12,179
NOTICE OF PROPERTY SALE

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

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

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **2nd Day of June, 2015 at 4:42 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **2nd Day of June, 2015,** immediately

following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $408.00** plus recording fees.

Dated this 19th Day of May, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

7e. Judge Nelson and Judge Jarman discussed connecting monitors to facilitate electronic appearances in their courtrooms with the Board.

Motion by Taylor second by Ung to approve the bid of Electronic Communications in the amount of for the connecting of the two courtroom monitors in the LEC to be paid by available County Building funds. Carried 5-0. Copy filed.

8. Motion by Ung second by Taylor to approve and authorize the Chairperson to sign a Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of $865,000 General Obligation Capital Loan Notes, Series 2015, and levying a tax to pay the notes. Carried 5-0.

RESOLUTION #12,180
RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF $865,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015, AND LEVYING A TAX TO PAY THE NOTES

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

WHEREAS, the Issuer is in need of funds to pay costs of public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings, an essential county purpose, and it is deemed necessary and advisable that a form of Loan Agreement be approved and authorized and that County General Obligation Capital Loan Notes in the amount of $865,000, be issued for the foregoing purpose; and

WHEREAS, pursuant to notice published as required by Sections 331.402 and 331.443 of the Code, this Board of Supervisors has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of General Obligation Capital Loan Notes, Series 2015, and the Board is therefore now authorized to proceed with the issuance of General Obligation Capital Loan Notes:

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

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

- "Issuer" and "County" shall mean Woodbury County, State of Iowa.

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

- "Note Fund" shall mean the fund required to be established by Section 4 of this Resolution.

- "Notes" shall mean $865,000 General Obligation Capital Loan Notes, Series 2015 authorized to be issued by this Resolution.

- "Paying Agent" shall mean the County Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

- "Project" shall mean public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings.

- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.

- "Registrar" shall mean the County Treasurer of Sioux City, Iowa , or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Resolution" shall mean this resolution authorizing the issuance of the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the County Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the County Auditor.

Section 3. Levy and Certification of Annual Tax; Other Funds to be Used.

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

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
$173,067 (funds on hand)	2015/2016
$182,618	2016/2017
$180,215	2017/2018
$177,809	2018/2019
$175,405	2019/2020

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2016, will be collected during the fiscal year commencing July 1, 2017).

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

Section 4. Note Fund. The tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "GENERAL OBLIGATION CAPITAL LOAN NOTE FUND 2015 NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal

of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to the fund its proportion of taxes received by the County from property that is centrally assessed by the State of Iowa.

Section 5. Application of Note Proceeds. Proceeds of the Notes other than accrued interest except as may be provided below shall be credited to the Project Fund and expended only for the purposes of the Project. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2013 (formerly Chapter 452, Code of Iowa, as amended) or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2013, as amended or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

(a) Note Details. General Obligation Capital Loan Notes, Series 2015, of the County in the total amount of $865,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 331.402 and 331.443 of the Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be issued in one or more series and shall be on a parity and secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2015 NO. 1", be dated May 29, 2015, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, the interest payable on June 1, 2015, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

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

Principal Amount	Interest Rate	Maturity June 1st
$173,000	1.39%	2015
$173,000	1.39%	2016
$173,000	1.39%	2017
$173,000	1.39%	2018
$173,000	1.39%	2019

(b) Redemption. The Notes are not subject to redemption prior to maturity.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

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

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

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

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

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

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

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

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. The Chairperson and Auditor shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

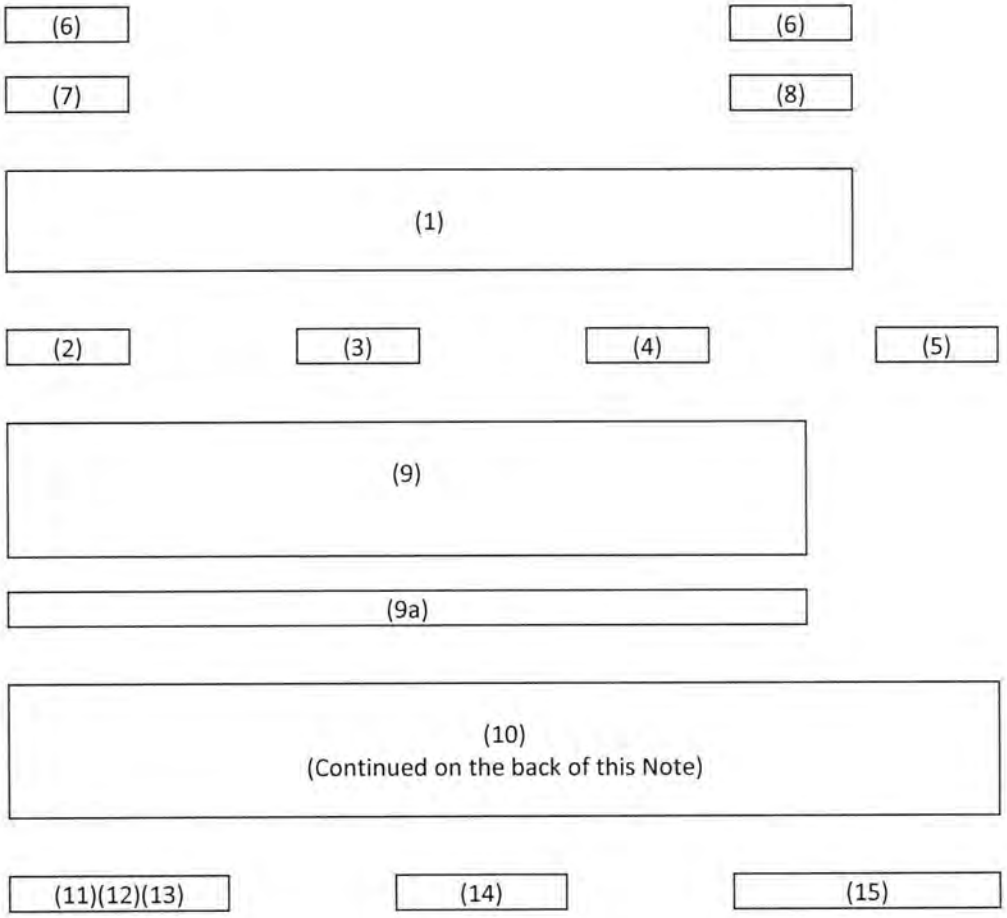


FIGURE 1
(FRONT)

(10) (Continued)		(16)

FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"WOODBURY COUNTY"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2015"
"ESSENTIAL COUNTY PURPOSE"

Item 2, figure 1= Rate: _____%
Item 3, figure 1= Maturity: _____
Item 4, figure 1= Note Date: May 29, 2015
Item 5, figure 1= CUSIP No.: _____
Item 6, figure 1= "Registered"
Item 7, figure 1= Certificate No. _____
Item 8, figure 1= Principal Amount: _____

Item 9, figure 1= Woodbury County, State of Iowa, a political subdivision organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) THOUSAND DOLLARS in lawful money of the United States of America, in accordance with the attached maturity schedule marked Exhibit "A", only upon presentation and surrender hereof at the office of the County Treasurer, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2015, and semiannually thereafter on the 1st day of June and December in each year.

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

This Note is issued pursuant to the provisions of Section 331.402 of the Code of Iowa, as amended, for the purpose of paying costs of public buildings, including equipment, remodeling, reconstruction and additions or extensions to the buildings and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated May 29, 2015, in conformity to a Resolution of the Board of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the County Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

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

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

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

Item 11, figure 1 Date of authentication:

Item 12, figure 1 This is one of the Notes described in the within mentioned Resolution, as registered by the County Treasurer.

COUNTY TREASURER, Registrar

By: _____
Authorized Signature

Item 13, figure 1	Registrar and Transfer Agent:	County Treasurer
	Paying Agent:	County Treasurer
	SEE REVERSE FOR CERTAIN DEFINITIONS	
Item 14, figure 1	(Seal)	
Item 15, figure 1	(Signature Block)	

WOODBURY COUNTY, STATE OF IOWA

(manual signature)

_____

Chairperson

ATTEST:

(manual signature)

_____

County Auditor

Item 16, figure 1 (Assignment Block)

(Information Required for Registration)

ASSIGNMENT

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

Dated: _____

_____

_____

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

SIGNATURE)
GUARANTEED)_____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

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

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

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

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

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

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of such statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage bonds. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 16. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption

Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

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

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

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

PASSED AND APPROVED this 19th day of May, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

9. Motion by Smith second by Clausen to receive the Veteran Affairs Quarterly Report. Carried 5-0. Copy filed.

10a. Motion by Clausen second by Ung to approve and receive for signatures a Resolution to place stop signs at 220th St. and Old Highway 75. Carried 5-0.

RESOLUTION FOR THE ESTABLISHMENT OF STOP SIGNS AT THE INTERSECTIONS OF 220TH STREET AND OLD HIGHWAY 75
RESOLUTION #12,181

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop signs at specified locations furnishing access thereto or designation of any intersection as a stop intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein has changed due to the construction of the Dogwood Trail in Sergeant Bluff resulting in a significant change to the volume of traffic at these intersections,

AND WHEREAS, there are currently no stop signs controlling traffic at the new intersections,

AND WHEREAS, with the increased level of traffic at the intersections of the new and improved routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 19th day of May, 2015, recognize as official the location of a stop signs at the intersections described below:

1. Located at the intersection of 220th Street and Old Highway 75, causing traffic travelling north on Old Highway 75 to come to a complete stop.
2. Located at the intersection of 220th Street and Old Highway 75, causing traffic travelling south on Old Highway 75 to come to a complete stop.

PASSED AND APPROVED this 19th day of May, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

10b. Motion by Ung second by Taylor to approve and receive for signatures a Resolution to place a yield sign at 235th St. and Andrew Ave. Carried 5-0.

RESOLUTION FOR THE ESTABLISHMENT OF A YIELD SIGN AT THE INTERSECTION OF 235TH STREET AND ANDREW AVENUE
RESOLUTION #12,182

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2013 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop and yield signs,

AND WHEREAS, the County Board and County Engineer may designate certain roads as through roads with the erection of stop or yield signs at specified locations furnishing access thereto or designation of any intersection as a stop or yield intersection and erect like signs at one or more locations of access to such intersections.

AND WHEREAS, traffic through the intersection discussed herein has changed due to the completion of the extension of Andrew Avenue and 240th Street between 235th Street and Allison Avenue for use as a haul road and construction site access road during the construction of the new CF Industries plant, resulting in a significant change to the volume of traffic at these intersections,

AND WHEREAS, continued monitoring traffic control at the new intersection has justified a change in the traffic control at the intersection,

AND WHEREAS, with the increased level of traffic at the intersections of the new and improved routes, it is deemed a safety hazard to allow the traffic to move without some control of traffic movement,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 19th day of May, 2015, recognize as official the location of a yield sign at the intersections described below:

1. Located at the intersection of 235th Street and Andrew Avenue, causing traffic travelling north on Andrew Avenue to come to yield to 235th Street traffic.

PASSED AND APPROVED this 19th day of May, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

10c. Motion by Clausen second by Taylor to approve and receive for signatures a Resolution to place a 35 mph speed limit beginning at 220th St. and Old Highway 75. Carried 5-0.

SPEED LIMIT RESOLUTION
OLD HIGHWAY 75
RESOLUTION #12,183

WHEREAS: The Board of Supervisors of Woodbury County is empowered under the authority of sections 321.255 and 321.285, subsection 4 of the Code of Iowa to determine upon the basis of an engineering and traffic investigation conducted by the County Engineer that the speed limit of any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been requested and completed and the county engineer has reached an opinion concerning the reasonable and proper speed for the road listed herein,

NOW, THEREFORE BE IT RESOLVED, by the Woodbury County Board of Supervisors that the following speed limit be established and appropriate signs erected at the locations described as follows:

1). Beginning at the intersection of Old Highway 75 and 220th Street then proceeding north to Warrior Road, a speed limit of 35 miles per hour is established.

Speed limit shall be effective when appropriate signs giving notice of the speed limits are erected.

Passed and approved this 19th day of May, 2015 by the Woodbury County Board of Supervisors.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

10d. Motion by Clausen second by Taylor to approve Preconstruction Agreement numbered 2015-C-236. Carried 5-0. Copy filed.

11a. Bid letting was held for resurfacing of the lower section of the west side of Trosper Hoyt. The bids are as follows:

HCI Construction Company, South Sioux City, NE	$11,450.00
Van Osdel Plastering & Drywall, Sioux City, IA	$14,924.00
Sands Construction	$14,862.75

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

11b. Motion by Taylor second by Ung to approve the temporary closure of the rear entrance of the Veteran Affairs/Social Services parking lot due to continuing damage to the black top parking area. Carried 5-0 on a roll call vote.

12. The Board of Supervisors Meeting was recessed for an Orton Slough Drainage District Meeting.

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

13. Reports on committee meetings.

14. Citizen's concerns.

15. Board concerns and comments.

The Board adjourned the regular meeting until May 26, 2015.

Meeting sign in sheet. Copy filed.

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

Date: 5-21-15

Weekly Agenda Date: 5-26-15

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
gs mollet

RE: **Memorandum of Personnel Transactions**

DATE: **May 26, 2015**

For the May 26, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1) Sheriff Department Civilian Jailer, Separation.
2) Secondary Roads (3) Temporary Summer Laborers, Appointment.
3) Secondary Roads Asst. to the Engineer, 6 year Salary Increase.
4) Building Services Custodian, from Step 1 to Step 2.
5) Juvenile Detention P/T Youth Worker, from Step 4 to Step 5.

Thank you.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: May 26, 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
Renner, Justin	County Sheriff	5-21-15	Civilian Jailer			S	Resignation.
Funk, Shane	Secondary Roads	5-27-15	Temporary Summer Laborer	$9.00/hour		A	Not to exceed 120 days.
Hinrickson, Dillon	Secondary Roads	5-27-15	Temporary Summer Laborer	$9.00/hour		A	Not to exceed 120 days.
Mitchell, Reed	Secondary Roads	5-27-15	Temporary Summer Laborer	$9.50/hour		A	Not to exceed 120 days.
Kusler, Benjamin	Secondary Roads	6-03-15	Asst. to the Engineer	$79,441/year	5.6%=$4,261/ year	R	Per Wage Plan Matrix, 6 year Salary Increase.
Caster, Todd	Building Services	6-11-15	Custodian	$14.09/hour	4.8%=$.65/ hour	R	Per AFSCME Courthouse Contract agreement, from Grade 1/Step 1 to Grade 1/Step 2.
Schager, Danielle	Juvenile Detention	6-11-15	P/T Youth Worker	$22.83/hour	5.5%=$1.21/ hour	R	Per AFSCME Juvenile Detention Contract agreement, from Grade 1/Step 4 to Grade 1/Step 5.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR: Gloria Mollet

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

Date: 5-21-15

Weekly Agenda Date: 5-26-15

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: May 26, 2015

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Lieutenant (New Position- Jail Division)	Wage Plan: $62,937/year (FY 14/15)		
County Sheriff	Sergeant	CWA: $25.40/hour		
County Sheriff	Civilian Jailer (2 Positions)	CWA: $17.14/hour		
	*Please see attached memos.			

Chairman, Board of Supervisors

(AUTHFORM.doc/FORMS)

Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

April 9th, 2015

David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

During the Budget Process, the Woodbury County Sheriff's Office (Jail Division), was approved for Lieutenant's position beginning July 1st, 2015. Sheriff Dave Drew is requesting that this position be authorized as an additional 1019 position, taking effect July 1st.

Greg Stallman, Major

Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

April 9th, 2015

David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

During the Budget Process, the Woodbury County Sheriff's Office (Jail Division), was approved for a Lieutenant's position beginning July 1st, 2015. The creation of the Lieutenant's position will be filled by a current Sergeant, thus creating an open (current) Sergeant's position. Sheriff Dave Drew is requesting to fill the Sergeant position, effective July 1st, 2015.

Greg Stallman, Major

Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

April 9th, 2015

David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

During the Budget Process, the Woodbury County Sheriff's Office (Jail Division), was approved for a Lieutenant's position beginning July 1st, 2015. The creation of the Lieutenant's position will be filled by a current Sergeant, thus creating an open (current) Sergeant's position. The open current Sergeant's position will create a Correctional Officer position (new) and Sheriff Dave Drew is requesting to fill the Correctional Officer position, effective July 1st, 2015.

Greg Stallman, Major

Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

April 9th, 2015

David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

During the Budget Process, the Woodbury County Sheriff's Office (Jail Division), was approved for a Lieutenant's position beginning July 1st, 2015. The creation of the Lieutenant's position will be filled by a current Sergeant, thus creating an open Sergeant's position. The Sergeant's position will be filled by a current Officer, thus creating an immediate need to hire for a Correctional Officer. Sheriff Dave Drew is requesting that approval to hire for this position begin as soon as possible, with a start date on or just after July 1st, 2015.

Greg Stallman, Major

Woodbury County Sheriff's Office

LAW ENFORCEMENT CENTER
P. O. BOX 3715 SIOUX CITY, IOWA 51102

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@sioux-city.org
FAX: 712.279.6522

May 11th, 2015

David A. Drew-Sheriff
Ed Gilliland-HR Director

Good day,

Correctional Officer Justin Renner has resigned his position with the Woodbury County Sheriff's Office Jail Division, effective May 21st, 2015. Justin has decided to pursue other career goals. Sheriff Dave Drew is requesting HR Director Gilliland begin the Board approved application process to fill the opening with a qualified candidate.

Officer Renner is a good employee and we wish him the very best in his future endeavors.

Greg Stallman, Major

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

Date: 5-21-15

Weekly Agenda Date: 5-26-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Sioux Rivers Employment Contract

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Sioux Rivers Employment Contract, Discussion and Action

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Sioux Rivers Employment Contract.

Approved by Board of Supervisors March 3, 2015.

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

Date: 5-21-15

Weekly Agenda Date: 5-26-15

DEPARTMENT HEAD / CITIZEN: Ed Gilliland

SUBJECT: Sioux Rivers Job Description

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Sioux Rivers Job Description, Discussion and Action

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve Sioux Rivers Job Description.

Approved by Board of Supervisors March 3, 2015.

From: Shane Walter <shanew@siouxcounty.org>
To: 'Ed Gilliland' <egilliland@sioux-city.org>
CC: Mark <mark@mudflap.com>, Matthew Ung <MATTHEWUNG@sioux-city.org>, "JimHenrich" <jkhen@hickorytech.net>, Mark Loutsch <mrjlams@midlands.net>, DennisWright <pdwright@mtcnet.net>, Mark Sybesma <marks@siouxcounty.org>
Date: 5/18/2015 5:09 PM
Subject: RE: Fwd: Service Coordinator Job Description and Contract

Looks good to me. I should have caught those discrepancies myself, so thanks, Ed, for the suggested changes. It works better now. I think that we can go ahead and make those minor changes without going back to the Governance Board. Thanks again.
Shane

From: Ed Gilliland [mailto:egilliland@sioux-city.org]
Sent: Monday, May 18, 2015 4:55 PM
To: Shane Walter
Cc: Mark; Matthew Ung
Subject: Re: Fwd: Service Coordinator Job Description and Contract

Shane,

Everyone has reviewed the Job Description and the Contract.
We had a tiny edit to make things consistent with the 28e. Hope you don't mind, I know this has been tedious.
This is what we saw.

1. We would like 9 words added for clarification to the Contract.
2. We would like 6 words added to the Job Description with the needed change in tense after that.

Would that be possible?

Thank you Shane.

From the Contract
2. Authorization. The Sioux Rivers Regional MHDS Governing Board is authorized to contract with the particular County to provide one or more Coordinators of Disability Services pursuant to Iowa Code 331.390 3.b. and as per the Sioux Rivers Regional 28E, section 6.3 for the above purpose. The Governing Board is authorized to grant authority to said Coordinators to assist them and the Chief Executive Officer in executing the Sioux Rivers Regional MHDS Management Plan.

4. Compensation. The Governing Board shall contract with the particular County for the Service Coordinator based upon the percentage of time that will be required to fulfill the regional functions as outlined in the job description. The percentage shall be reviewed annually based on time allocations and shall be adjusted accordingly as needed.
From the Job Description
GENERAL PRINCIPLES:

1. Supplied by the employing County who Ccontracteds by with the Regional Governance Board with as established by the Region's 28E agreement.

2. Performance evaluation conducted annually by the Chief Executive Officer.

3. Functions as a member of the Region's management team under the direction of the Chief Executive Officer.

Respectfully,

Ed G.

Edward S. Gilliland
Director Human Resources
Woodbury County
620 Douglas Street, Room 701
Sioux City, Ia 51101
712-279-6480

SIOUX RIVERS REGIONAL MHDS
SERVICE COORDINATION CONTRACT

This Service Coordination Contract is made pursuant to Iowa Code Chapter 28E. It shall be known as the "Sioux Rivers Regional MHDS Contract for Service Coordination" and it shall cover the following counties within said Region: Plymouth, Sioux and Woodbury.

This Contract does not contemplate and shall not be construed to limit or expand the powers of the participating Counties, except as expressly stated in this Contract.

Pursuant to this Contract, it is agreed as follows:

1. Purpose. The purpose of this Contract is to establish a working mechanism within the Region so that the Region may jointly utilize the Service Coordinators from each County.

2. Authorization. The Sioux Rivers Regional MHDS Governing Board is authorized to contract with the particular County to provide one or more Coordinators of Disability Services pursuant to Iowa Code 331.390 3.b. and as per the Sioux Rivers Regional 28E, section 6.3 for the above purpose. The Governing Board is authorized to grant authority to said Coordinators to assist them and the Chief Executive Officer in executing the Sioux Rivers Regional MHDS Management Plan.

3. Power and Authority. The Service Coordinator shall have the power and authority in each County within the Region to carry out duties as directed by the Chief Executive Officer and as required by the Governing Board of Directors.

4. Compensation. The Governing Board shall contract with the particular County for the Service Coordinator based upon the percentage of time that will be required to fulfill the regional functions as outlined in the job description. The percentage shall be reviewed annually based on time allocations and shall be adjusted accordingly as needed.

In addition to compensation for the Service Coordinator, the Region shall reimburse the county that employs said Coordinator for the following benefits: PTO (sick leave, vacation), meeting expense to include mileage, meals, and lodging, FICA, IPERS, workman's compensation and insurance to be determined by the County as employer of record. Each participating County does agree to provide the Service Coordinator with sufficient office space, equipment, supplies and telephone/cell phones to conduct Coordinator's responsibilities while working within the county.

5. Effective Date of Contract. This Contract shall become effective upon the date of passage and execution by the Regional Governing Board.

6. Duration. The duration of this Contract shall be perpetual in nature.

7. Termination. This Contract shall remain in force and effect in accordance with the provisions of the Sioux Rivers Regional 28E.

This contract shall be preserved by the Regional Governing Board and a copy of this contract shall be recorded with the County Auditor of the participating County that employs the Service Coordinator.

This Contract filed and dated by the respective parties as follows:

Dated this _____ day of _____, 2015.

COUNTY OF:_____

By: _____ _____

Chairman, County Board of Supervisors

ATTEST:

By: _____ _____

County Auditor

SIOUX RIVERS REGIONAL GOVERNING BOARD

By: _____ _____

Chairman, Sioux Rivers Regional Governing Board

ATTEST:

By: _____ _____

Chief Executive Officer, Sioux Rivers Regional MHDS

SIOUX RIVERS REGIONAL MHDS

JOB DESCRIPTION

JOB TITLE: Service Coordinator

REPORTS TO: Chief Executive Officer

JOB PURPOSE: The Service Coordinator is responsible for ensuring equal and timely access for all individuals seeking Mental Health and/or Disability Services within the region.

GENERAL PRINCIPLES:

1. Supplied by the employing County who ~~c~~contract~~ed~~s ~~by~~ with the Regional Governance Board ~~with~~ as established by the Region's 28E agreement.
2. Performance evaluation conducted annually by the Chief Executive Officer.
3. Functions as a member of the Region's management team under the direction of the Chief Executive Officer.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Assist individuals in completion of the Application and collection of the supporting data necessary to determine eligibility and to authorize type and level of service, with direction from the Chief Executive Officer.
2. Serve as liaison between Chief Executive Officer, the Governance Board, regional service providers and individuals served.
3. Ensure completion of Standardized Functional Assessment for all individuals seeking services within 90 days of receipt of a signed Application.
4. Make referrals and coordinate services between all network service providers.
5. Completion of Re-certification on an annual basis.
6. Participate in multi-disciplinary team meetings.
7. Seek assistance from a professional who is trained in the delivery of the mental health or disability service for decisions that are clinical in nature.
8. Assist in processing placements from institutions and coordinate placement requests from Case Management.
9. Participate in Regional Planning processes including attendance at various boards and advisory meetings.
10. Assist in the development of the Regional Management Plan.
11. Provide county data and expenditure information to the Chief Executive Officer as requested.
12. Serve as a liaison to the court system to assist with the committal process as needed.

13. Assist in the development of long range plans for the delivery of services within the region.
14. Attend trainings and conferences to develop and maintain knowledge of Iowa Administrative Code and changes occurring within the Human Services Field.
15. Supervises agency staff as applicable and directed by the Chief Executive Officer.
16. Maintains valid driver's license and proof of insurance at all times and willing to travel throughout state and region.

ADDITIONAL DUTIES AND RESPONSIBILITIES

Accomplishes all tasks as appropriately assigned or requested.

QUALIFICATIONS

Experience and Education

- Bachelor's or higher level degree in a human services-related or administrative-related field, including but not limited to social work, psychology, nursing, or public or business administration, from an accredited college or university.
- In lieu of a degree in public or business administration, a coordinator may provide documentation of relevant management experience.
- A minimum of two years experience in the provision of services in a human services-related field.

Competencies

- An energetic and creative individual with high ethical standards and an appropriate professional image.
- An empathetic individual who desires to assist individuals with disabilities to obtain and maintain the highest level of independence.
- A well-organized and self-directed individual who is a team player.
- A good communicator who is able to develop relationships with the public, consumers and service providers.
- Flexible nature and willingness to adapt to change.

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #790740

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

East ½ acre NW NW Section 14, Township 88, Range 43, Eastwood Comm, Kedron Township, Woodbury County, Iowa (see legal description)

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **26th Day of May, 2015 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.

2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **26th Day of May, 2015**, immediately following the closing of the public hearing.

3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of $109.00** plus recording fees.

4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 12th Day of May, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

_____

Patrick F. Gill
Woodbury County Auditor
and Recorder

_____

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Alan Linn **Date:** 3-30-15

Address: 3939 - 130th St, Correctionville, IA **Phone:** 712-5563

Address or approximate address/location of property interested in:

No address available - See Legal

GIS PIN # 884314100003

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

Legal Description:

East ½ Acre NW NW 14-88-43 Kedron Township

Tax Sale #/Date: #277 / 6-21-1982 **Parcel #** 790740

Tax Deeded to Woodbury County on: 7-6-84

Current Assessed Value: Land 0 **Building** Ø **Total** 0

Approximate Delinquent Real Estate Taxes: — Ø

Approximate Delinquent Special Assessment Taxes: — Ø

***Cost of Services:** $9-

Inspection to: Marlc Monson **Date:** 3-30-15

Minimum Bid Set by Supervisor: $100.00

Date and Time Set for Auction: May 26th @ 1:35 p.m.

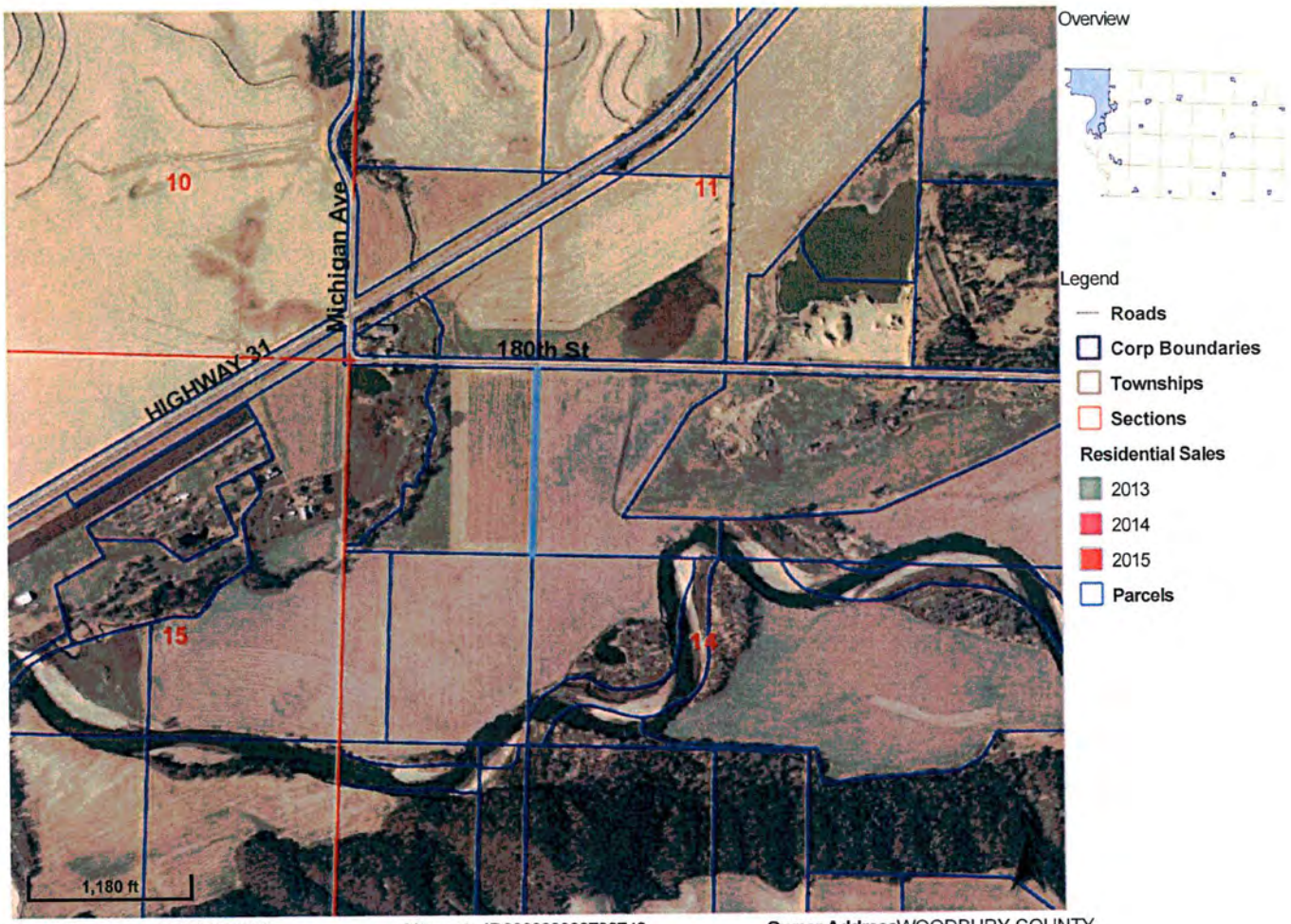
* Includes: Abstractors costs; Sheriff's costs: publishing costs; and mailing costs.

(MinBidReq/MSWord)

Woodbury County, IA / Sioux City

beacon™

Date Created: 5/6/2015



Parcel ID	884314100003	**Alternate ID**	000000000790740	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	14-88-43	**Class**	C		620 DOUGLAS ST
Property Address		**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	KEDRON				
District	015 KEDRON RIVER VALLEY CO MM				
Brief Tax Description	KEDRON TOWNSHIP E 1/2 A NW NW 14-88-43				
	(Note: Not to be used on legal documents)				

Last Data Upload: 5/6/2015 3:27:28 AM

Schneider developed by The Schneider Corporation www.schneidercorp.com

Woodbury County, IA / Sioux City

beacon™

Date Created: 5/6/2015

Parcel ID	884314100003	**Alternate ID**	000000000790740	**Owner Address**	WOODBURY COUNTY
Sec/Twp/Rng	14-88-43	**Class**	C		620 DOUGLAS ST
Property Address		**Acreage**	n/a		SIOUX CITY, IA 51101-0000
	KEDRON				
District	015 KEDRON RIVER VALLEY CO MM				
Brief Tax Description	KEDRON TOWNSHIP E 1/2 A NW NW 14-88-43				
	(Note: Not to be used on legal documents)				

Last Data Upload: 5/6/2015 3:27:28 AM

Schneider developed by The Schneider Corporation www.schneidercorp.com

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

Date: May 21, 2015

Weekly Agenda Date: May 26, 2015

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

SUBJECT: Tax Suspension

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of Resolution for a Tax Suspension for B. B.

EXECUTIVE SUMMARY: Consider this request for a tax suspension for B. B. If the Board approves this request, the suspension resolution requires the chairman's signature.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the resolution for tax suspension

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

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

Date: May 21, 2015

Weekly Agenda Date: May 26, 2015

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

SUBJECT: Tax Suspension

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Approval of Resolution for a Tax Suspension for K. J..

EXECUTIVE SUMMARY: Consider this request for a tax suspension for K. J. If the Board approves this request, the suspension resolution requires the chairman's signature.

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the resolution for tax suspension

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

COUNTY NAME: Woodbury	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO: 97

Date budget amendment was adopted:	For Fiscal Year Ending:
May 26, 2015	June 30, 2015

The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	28,333,075	0	28,333,075
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	880,775	0	880,775
Net Current Property Taxes	4	27,452,300	0	27,452,300
Delinquent Property Tax Revenue	5	8,700	0	8,700
Penalties, Interest & Costs on Taxes	6	422,500	0	422,500
Other County Taxes/TIF Tax Revenues	7	5,920,872	0	5,920,872
Intergovernmental	8	11,339,525	1,222,456	12,561,981
Licenses & Permits	9	32,898	0	32,898
Charges for Service	10	2,275,300	44,700	2,320,000
Use of Money & Property	11	265,292	0	265,292
Miscellaneous	12	266,400	2,900	269,300
Subtotal Revenues	13	47,983,787	1,270,056	49,253,843
Other Financing Sources:				
General Long-Term Debt Proceeds	14	839,000	0	839,000
Operating Transfers In	15	8,674,970	0	8,674,970
Proceeds of Fixed Asset Sales	16	0	0	0
Total Revenues & Other Sources	17	57,497,757	1,270,056	58,767,813
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety & Legal Services	18	14,477,313	(65,260)	14,412,053
Physical Health & Social Services	19	5,516,778	(62,384)	5,454,394
Mental Health, ID & DD	20	6,323,358	0	6,323,358
County Environment & Education	21	2,681,277	81,021	2,762,298
Roads & Transportation	22	7,846,030	932,500	8,778,530
Government Services to Residents	23	2,474,960	(32,290)	2,442,670
Administration	24	6,963,326	403,319	7,366,645
Nonprogram Current	25	20,000	0	20,000
Debt Service	26	1,114,677	0	1,114,677
Capital Projects	27	6,615,805	300,000	6,915,805
Subtotal Expenditures	28	54,033,524	1,556,906	55,590,430
Other Financing Uses:				
Operating Transfers Out	29	8,674,970	0	8,674,970
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	62,708,494	1,556,906	64,265,400
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	(5,210,737)	(286,850)	(5,497,587)
Beginning Fund Balance - July 1,	33	13,572,927	0	13,572,927
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	4,176,539	(497,880)	3,678,659
Fund Balance - Committed	37	0	0	0
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	4,185,651	211,030	4,396,681
Total Ending Fund Balance - June 30,	40	8,362,190	(286,850)	8,075,340

Date original budget adopted:	Date(s) current budget was subsequently amended:
03/11/15	12/16/14

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.

Board Chairperson (signature)

County Auditor (signature)

Woodbury County
Budget Amendment #2
May 28, 2015

Item#	County Fund / Dept./Div. Name / Dept./Div. Expenditure Change / Source of Revenue	Expenditure Change	Revenue Change
	001 - General Basic Fund:		
1.	**Insurance Holiday**		
	001-1001-410-1118 = Employee Health Insurance	(15,470)	
	001-1011-410-1118 = Employee Health Insurance	(7,854)	
	001-1051-410-1118 = Employee Health Insurance	(63,762)	
	001-1061-410-1118 = Employee Health Insurance	(8,389)	
	001-1063-410-1118 = Employee Health Insurance	(7,844)	
	001-1065-410-1118 = Employee Health Insurance	(1,308)	
	001-1101-411-1118 = Employee Health Insurance	(18,642)	
	001-1104-410-1118 = Employee Health Insurance	(7,099)	
	001-3041-430-4815 = Tax Allocation	(36,668)	
	001-3201-432-1118 = Employee Health Insurance	(3,149)	
	001-6101-461-1118 = Employee Health Insurance	(3,149)	
	001-6111-461-1118 = Employee Health Insurance	(8,347)	
	001-6113-461-1118 = Employee Health Insurance	(3,899)	
	001-8101-481-1118 = Employee Health Insurance	(18,111)	
	001-8111-481-1118 = Employee Health Insurance	(10,463)	
	001-9001-490-1118 = Employee Health Insurance	(4,448)	
	001-9002-490-1118 = Employee Health Insurance	(2,929)	
	001-9003-490-1118 = Employee Health Insurance	(2,499)	
	001-9007-490-1118 = Employee Health Insurance	(2,609)	
	001-9011-490-1118 = Employee Health Insurance	(3,908)	
	001-9021-490-1118 = Employee Health Insurance	(6,864)	
	001-9101-490-1118 = Employee Health Insurance	(13,226)	
	001-9102-490-1118 = Employee Health Insurance	(1,309)	
	001-9003-490-1118 = Employee Health Insurance	(4,480)	
	Back into Cash Reserves		(256,426)
2.	**Sheriff HIDTA**		
	001-1012-410-1118 = Health Insurance	3,043	
	001-1012-410-6350 = Motor Vehicle	7,413	
	001-1012-327-2731 = HIDTA Grant		10,456
3.	**Sheriff LEC Facility**		
	001-1051-410-1019 = Overtime	63,500	
	001-1051-410-2940 = Wearing/Safety Apparel	2,500	
	001-1051-410-2960 = Household Supplies	17,000	
	001-1051-327-2714 = Billing of Prisoners		12,000
	001-1051-344-4414 = Room & Board		30,000
	001-1061-344-4415 = Gun Permits		6,000
	Transfer From 001-1001-410-1016 = Supervisory - Organized		35,000
4.	**Board Expense**		
	001-9001-490-1118 = Employee Health Insurance	10,396	
	Cash Reserves		10,396

5.	**Public Bidder**		
	001-9032-490-4005 = Official Publications	700	
	001-9032-490-4201 = Professional Services	2,200	
	001-9032-385-8507 = Public Bidder Sales		2,900
6.	**Central Mail**		
	001-9034-490-4120 = Postage & Mailing	7,200	
	001-9034-490-4478 = Contractual Services	1,500	
	001-1061-344-4401 = Sheriff's Fees		8700

002 - General Supplemental Funds:

7.	**Insurance Holiday**		
	002-1211-412-4815 = Tax Allocation	(7,052)	
	002-1422-414-1118 = Employee Health Insurance	(9,515)	
	002-3301-433-1118 = Employee Health Insurance	(21,258)	
	002-3314-433-1118 = Employee Health Insurance	(1,309)	
	002-8001-480-1118 = Employee Health Insurance	(3,716)	
	002-9003-490-1118 = Employee Health Insurance	(1,300)	
	Back into Cash Reserves		(44,150)

111 - Rural Basic Fund:

8.	**Insurance Holiday**		
	111-1002-410-1118 = Uniform Patrol	(11,781)	
	111-6011-460-1118 = Employee Health Insurance	(975)	
	111-6301-463-1118 = Employee Health Insurance	(2,609)	
	Back into Cash Reserves		(15,365)

220 - Secondary Roads Fund:

9	**Secondary Roads**		
	220-0203-402-9332 = Box Culverts	300,000	
	220-7102-471-9431 = Pipe Culverts	200,000	
	220-7102-471-9431 = Granular	650,000	
	220-7201-472-9610 = New Equipment	70,000	
	220-7222-472-9668 = Signs	12,500	
	220-7011-321-2154 = FEMA & ER Funds		1,200,000
	Cash Reserves		32,500

360 - County Buildings and Property CIP Fund:

10.	**Conservation Administration**		
	360-6101-461-6105 = Conservation CIP Projects	75,000	
	Conservation Reserve Cash Reserves		75,000
11.	**Courthouse**		
	360-9101-491-6105 = Buildings	110,000	
	Carryover Cash Reserves		110,000

Item#	County Fund Dept./Div. Expenditure Change Source of Revenue	Expenditure Change	Revenue Change
	360 - County Buildings and Property CIP Fund (Con't):		
12.	**LEC Building**		
	360-9101-491-6105 = Buildings	304,895	
	Carryover Cash Reserves		304,895
13.	**Praire Hills**		
	360-9105-491-6105 = Buildings	10,000	
	Carryover Cash Reserves		10,000
	667 - Conservation Reserve Fund:		
14.	**Conservation Administration**		
	667-6101-461-6001 = Land Acquisition	15,000	
	667-6101-461-6105 = Buildings	10,000	
	Conservation Reserve Cash Reserves		25,000
Grand Totals		1,556,906	1,556,906

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

Date: May 21, 2015

Weekly Agenda Date: May 26, 2015

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

SUBJECT: **Receive and Consideration of award of Bids for bridge replacement project L-B(X101)—73-97 on 325th Street near Danbury (SET TIME BID OPENING 4:45 PM)**

ACTION REQUIRED:

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

Consideration

WORDING FOR AGENDA ITEM: Receive and consider bids to replace bridge X-101, the 325th Street bridge in section 29 of Liston Township near Danbury

EXECUTIVE SUMMARY: This bridge is posted for load restrictions and is a fracture critical structure. It was built in 1935. The bridge is inspected annually and has an estimated two years of remaining life.

BACKGROUND: This bridge is in the five year construction program and funded with FY 2015 special bridge levy funding. Plans were prepared, right of way has been obtained and the project is ready for letting and construction.

FINANCIAL IMPACT: This project is funded with the special bridge and project levy. This project is funded 100% locally with the $1.3 million project levy.

RECOMMENDATION: Recommend that we receive bids and allow engineer to review them and make an award recommendation.

ACTION REQUIRED: Motion to receive the bids and direct the county engineer to evaluate the bids and return with a recommendation for award.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY

CCS BRIDGE REPLACEMENT

PROJECT NO. L-B(X101)--73-97

Letting Date JUNE 23, 2015

Project Development Division

PLANS OF PROPOSED IMPROVEMENT ON THE

SECONDARY ROAD SYSTEM

WOODBURY COUNTY

120' x 30'-6" CCS Bridge

PROJECT NO. L-B(X101)--73-97

FHWA# 350270

Liston Township On 325th Street Sec. 29, T86N, R42W

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

Project Number: L-B(X101)--73-97

INDEX OF SHEETS

No.	Description
A1	TITLE SHEET
A2	LOCATION MAP
B1	BID ITEMS
B2	BID ITEM REFERENCE INFORMATION
B3	GENERAL NOTES & POLLUTION PREVENTION PLAN
C1	TABULATIONS
C2	DROP INTAKE TRASH RACK DETAILS
C3	SOIL BORING LOGS
D1	PLAN VIEW
D2, D3	PROFILE SHEET
V1	SITUATION PLAN
V2	TOP OF SLAB ELEVATIONS
X1-X10	CROSS SECTIONS

BRIDGE STANDARDS

The following Bridge Standards shall be considered applicable to construction work on this project.

Identification	Date	Identification	Date	Identification	Date
BA-200	10-18-11	EC-201	04-20-10		
BA-201	10-19-10	EW-301	04-19-11		
BA-202	10-21-14	MI-101	10-20-15		
BA-205	10-18-11	TC-252	10-20-15		
BA-250	10-20-15				

ROAD STANDARD PLANS

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

Identification	Date	Identification	Date	Identification	Date
P1OL	04-13	J30-23-06	05-14	J30-44-06	07-09
J30-01-06	06-13	J30-24-06	07-09	J30-45-06	12-08
J30-12E-06	04-13	J30-34-06	06-13	J30-46-06	09-14
J30-13E-06	07-09	J30-39-06	07-09	J30-47-06	09-14
J30-20-06	06-12	J30-42-06	07-09		
J30-21-06	07-09	J30-43-06	12-08		

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

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANACE WITH THE REQUIREMENTS OF U.S. ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT NO. 14. A COPY OF THIS PERMIT IS AVAILIBLE FROM THE WOODBURY COUNTY ENGINEERS OFFICE UPON REQUEST. PERMIT # CEMVR-OD-P-2015-0363

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, B2, B3, C1, C2, C3, D1, D2, D3, V1, V2 & X1-X10

2011 AADT 20 V.P.D.

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

Date: May 21, 2015

Weekly Agenda Date: May 26, 2015

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

SUBJECT: **Consideration of permit to work in the Highway Right of Way.**

ACTION REQUIRED:

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

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permit for work within the Highway Right of Way and a permit for buried utilities for Gaylun Beckner for a new waterline on Old Highway 141 near Smithland.

EXECUTIVE SUMMARY: Permittee working within right of way on a ditch cleaning project.

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

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way and a permit for buried utilities for Gaylyn Beckner.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Permit No._____

PERMIT FOR USE OF COUNTY ROAD/HIGHWAY RIGHT-OF-WAY FOR OVERHEAD AND/OR BURIED UTILITIES ACCOMMODATION

REQUEST BY APPLICANT:

Name GAYLYN BECKNER

Address 509 W. STATE ST

Highway Old 141

Township Westwood Comm.

City of Smithland

Office Phone_____ Local Phone 889-2340 Section: ¼ of ¼ Sec

Type of Utility Installation WATER LINE T N, R W

Plans Prepared By_____ Copy Enclosed_____Yes_____No

Map Showing Location Enclosed_____Yes X No

Utility Location is _____ cross right-of-way _____ parallel to right-of-way

_____ overhead X underground

Proposed Method of Installation

_____ tunnel _____ suspend on poles _____ cased

X jack & bore _____ suspend on towers _____ trench

_____ open cut _____ plow

Estimated Starting Date _____ Estimated Restoration Date _____

The Applicant understands and agrees that the permitted work shall comply with all permit provisions and conditions listed on the reverse side hereof, and special provisions listed below or attached hereto, and any and all plans, details, or notes attached hereto and made a part thereof. Applicant is to complete in triplicate and send all copies including plans and maps to Woodbury County Engineer, 759 E. Frontage Road, Moville, IA 51039. One executed copy will be returned to the Applicant.

By S & W Underground Title Owner

(Signature of Authorized Utility Representative)

Date 5-25-15

PERMIT APPROVAL BY PERMITTING AUTHORITY

The forgoing application is hereby approved and permit issued by the Permitting Authority subject to full compliance by the Applicant with all provisions and conditions stated herein and on the reverse side hereof and all attachments hereto.

By _____ Title _____

(Signature of Woodbury County Board Chairman)

Date _____

By _____ Title _____

(Signature of Woodbury County Engineer)

Date _____

Other Special Provisions:

Permit Provisions and Conditions of Issuance

1. The County and/or the County Board of Supervisors will not be charged with any responsibility for damages to the Applicant's property occasioned by any construction or maintenance operations on said county roads, including new or additional right-of-way acquired in connection therewith, subsequent to the building of the Applicant's facilities. The Board will endeavor to give the Applicant sufficient notice of any proposed construction or maintenance work, on either existing or newly acquired right-of-way that is likely to expose, cover up, or disturb any facilities belonging to the Applicant, in order that the Applicant may arrange to protect the facilities. The Board will inform contractors, and others working on the job of the location of the facilities so that reasonable care may be taken to avoid damaging the facilities, however the County and the Board of Supervisors will assume no responsibility for failure to give such notice.

Approved 1/19/99

Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

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

Name of Permittee: Gaylyn Beckner Phone No.: 712-889-2340

Mailing Address: 509 W. State St Smithland, IA 51056

Township: _____ Section: _____

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

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

Boring of underground water line under Old Highway 141 & Creek on the West side of road.

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

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

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

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

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

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

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

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

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

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

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

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

_____

_____

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

_____

_____

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 25 day of 25 June, 2015.

Entered into this 25th day of May, 2015.

Gaylyn Beckner

Signature of Property Owner or Authorized Representative

_____

Woodbury County Engineer

_____

Chair, Woodbury County Board of Supervisors

2. The Applicant shall take all reasonable precaution during the construction of said facilities to protect and safeguard the lives and property of the adjacent property owners and the traveling public and shall save the County and the Board of Supervisors harmless of any damages or losses that may be sustained by adjacent property owners and the traveling public on account of such construction operations.

3. Operations in the construction and maintenance of said facilities shall be carried on in such a way as to not interfere with, or interrupt traffic on said roads. However, should the performance of work called for in this permit in any way interfere with or obstruct traffic on said roads, the Applicant shall provide the necessary flagmen as required by the Statutes when one-way traffic is involved and/or otherwise mark said work so as to protect the traveling public.

4. The Applicant shall hold the County and the Board of Supervisors harmless from any damages that may result to said highway because of the construction or maintenance of said facilities and shall reimburse the County or the Board of Supervisors for any expenditures that the County or the Board of Supervisors may have to make on said roads on account of replacement of surfacing gravel and bridge and culvert repairs.

5. Applicant shall lay, construct, operate and maintain said facilities so as not to interfere with natural drainage of the road and so as not to interfere with the construction or maintenance of said roads. When buried cable or wire lines are to be placed lengthwise with the roadway, they shall be placed in the County road shoulder or ditch near the toe of the fore-slope and parallel to centerline of roadbed at a depth of three (3) to four (4) feet by using specially designed plows or by trenching, whichever is appropriate. Plow slots and trenches shall be repacked as necessary to restore the disturbed area to its original condition. For buried line crossings of roadways not paved, an open trench may be dug and the lines placed therein, and the trench back-filled over the lines. Buried line crossings on paved roadways, lines may be placed through the sub-grade by jacking, or by boring a hole just large enough to take the lines; or if the County Engineer approves, a tunnel may be dug through and the cable or wire lines placed therein. All backfill of tunnels and trenches shall be thoroughly compacted in layers of 6" or less in depth. Back-filling of trenches within the right-of-way by not under the traveled roadway shall be tamped sufficiently to avoid settlement. When crossing an existing roadway, all buried facilities shall be placed a minimum of three (3) to four (4) below the bottom of the existing adjacent ditches. Overhead lines, where practical, shall be placed adjacent to and with two (2) feet of the Road/Highway Right-of-Way Line.

6. The Applicant will at any time subsequent to placing the facilities, and at the Applicant's expense, relay, replace, alter, change, reconstruct, or relocate its overhead and/or buried facilities and appurtenances thereto as may become necessary to conform to new grades, alignment, or widening right-of-way, resulting from maintenance or construction operations by the County Board of Supervisors irrespective of whether or not additional right-of-way is acquired in connection with such road improvements. The Applicant agrees to do this within ninety (90) days written notice from the Board of Supervisors, and without cost to the County. If the Applicant is unable to comply within said ninety (90) days, the Board of Supervisors may cause the work to be done and the Applicant will pay the cost thereof upon receipt of statement.

7. All work shall be done in a workmanlike manner; the surrounding ground, slopes, and ditch bottoms shall be reshaped to conform to the area and left in a neat condition satisfactory to the County Engineer. All areas where sod has been damaged or destroyed shall be re-seeded.

8. The Applicant shall notify the County Board of Supervisors at least forty-eight (48) hours in advance of the Applicant's intention of starting work covered by this permit on the road right-of-way. Said notice shall be in writing to the County Engineer.

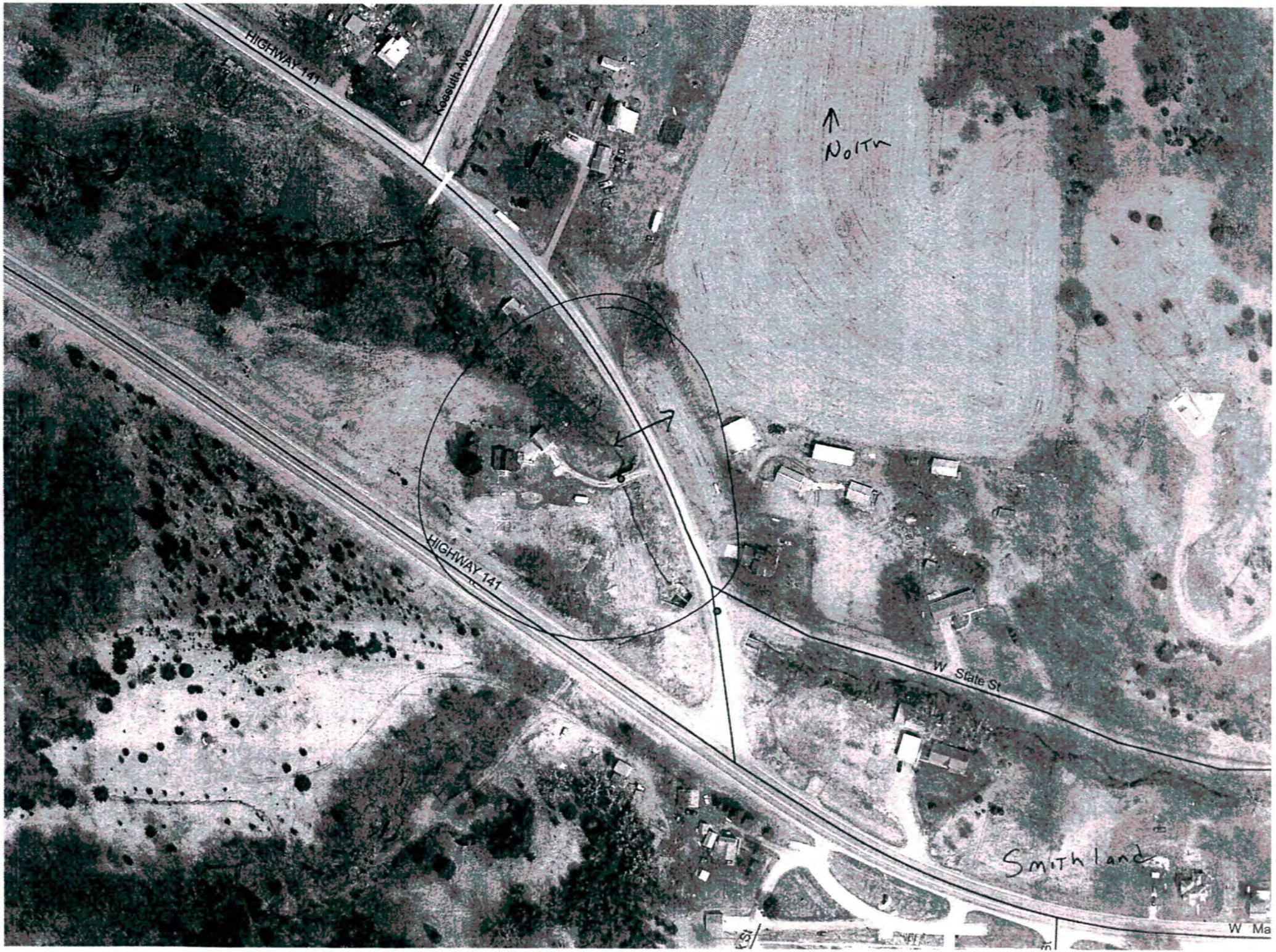
9. Applicant, its' successors, grantees and assigns shall and hereby agrees to assume all responsibility, risks and liabilities for all accidents and damages that may occur to persons and/or property on account of the work done under this permit, and to this end, indemnify and hold the County and all authorized representatives thereof harmless from any and all claims, damages, losses, and expense including judgements, costs and including attorney's fees, for personal injuries (including death) or property damage arising or resulting from the activities of the Applicant in connection herewith, now and at all times in the future.

10. It is understood that this permit is issued only insofar as Woodbury County has jurisdiction and does not presume to release the Applicant from fulfilling any existing statutes relating to the installation, construction and operation of said facilities.

11. It is further understood that the facilities covered by this permit shall be constructed or installed within one (1) year after the date of approval of this permit, unless otherwise extended in writing by Woodbury County.

12. Engagement in the operations as herein applied for by the Applicant shall be considered and constitute an acceptance of all the terms and conditions herein set forth.

Approved 1/19/99


HIGHWAY 141
Kossuth Ave
North
HIGHWAY 141
W State St
Smith land
W Ma

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

Date: May 21, 2015

Weekly Agenda Date: May 26, 2015

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

SUBJECT: **Consideration of permit to work in the Highway Right of Way.**

ACTION REQUIRED:

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

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permit for work within the Highway Right of Way for Wilson Farms, Ltd by Scott Louscher for ditch cleaning on Dallas Avenue between 290th Street and 300th Street.

EXECUTIVE SUMMARY: Permittee working within right of way on a ditch cleaning project.

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

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way for Wilson Farms, Ltd.

Approved by Board of Supervisors March 3, 2015.

Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@sioux-city.org

ASSISTANT TO THE COUNTY ENGINEER
Benjamin T. Kusler, E.I.T.
bkusler@sioux-city.org

SECRETARY
Tish Brice
tbrice@sioux-city.org

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

Name of Permittee: Wilson Farms LTD by Scott Lauscher Phone No.: (712) 540-1184

Mailing Address: P.O. Box 631, Paullina, IA 51046-0631

Township: Sloan Section: 7

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

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

Clean west ditch of Dallas Ave to county set grades from 300th Street north to 290th St. as indicated.

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

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

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

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

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

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

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

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

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

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

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

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

none - applicant to hire contractor

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

Survey ditch and set grade stakes

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 30th day of November, 2015.

Entered into this _____ day of _____, 2015.

Scott M. Loescher Farm Mgr for FNC Agt for Wilson farms

Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

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

Date: _May 20, 2015_____

Weekly Agenda Date: _May 26,2015_____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _Dennis Butler, Board Administration_____

SUBJECT: _Funding of McClure Engineering Contract_____

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Discussion and Action on funding of the McClure Engineering Contract

EXECUTIVE SUMMARY: The County has received two invoices from McClure Engineering, one invoice for the first contract approved in April of 2014 and another invoice for services involving the 2nd contract approved March 13, 2015. The discussion and action is to approve what funds will be used to pay for the current invoices and any future invoices.

BACKGROUND: Contract #1 had two phases. Phase A in the amount of $54,700 of which has been expended and Phase B which had an estimated amount of $7,700 of which is currently being billed. Also there is Contract #2 which there are current charges pending. The first $54,700 was paid from L.O.S.T. Now the $7,700 and the other pending charges need a funding source.

FINANCIAL IMPACT: The fiscal impact known is $15,342.71 which will be divided between the old and new contract, $999.50 from the new contract and an unknown dollar amount on future charges for services under the new contract.

RECOMMENDATION: Approve the funding source as L.O.S.T.

ACTION REQUIRED / PROPOSED MOTION: Motion by _____, second by _____ to pay for services rendered by McClure Engineering per Contract #1 and Contract #2 from L.O.S.T. Funds.

Approved by Board of Supervisors March 3, 2015.

Contract #1

Project No.
Project Name: I-29 Corridor Reinvestment Program
Project Manager: Terry J. Lutz, P.E.

Master Planning and Preliminary Engineering Agreement for Professional Services

This Agreement, is made on the _____day of April, 2014, by and between ***McClure Engineering Company, of Clive, Iowa*** (herein referred to as **"Consultant"**); and ***Woodbury County, Iowa*** (hereinafter referred to as **"Owner"**). Services shall be performed per the fees, or hourly rates as depicted in Exhibit 'A', and the terms and conditions outlined in this Agreement. The Project shall be described as:

I-29 Corridor Reinvestment Program

1. **The Study Area** includes approximately the area depicted as "Planning Area", per *Exhibit 'B'*.
2. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. *(See Exhibit 'C' for **Owner's** Responsibilities).*
3. The **Consultant** shall provide the services marked "included" as follows:

ITEM	INCLUDED	NOT INCLUDED
PART 1. MASTER PLANNING SERVICES		
1.1 Meetings / Consultation		
1. Initial Meeting with Owner to review project objectives.	☒	☐
2. Information Gathering – following to be provided by:	☒	☐
• Define Planning Area		
• Land Owner Names		
• Century Farms		
• Current Land Uses		
3. Coordinate the formation of a Planning Committee that may include the following;	☒	☐
a. Woodbury County		
b. City of Salix		
c. City of Sergeant Bluff		
d. City of Sioux City		
e. The Siouxland Initiative		
f. Affected Land Owners		
g. Business Owners	☒	☐
4. Conduct Project Planning Workshops including;		
a. 2 Meetings with City of Salix Elected Officials and Staff		
b. 2 Meetings with City of Sergeant Bluff Elected Officials and Staff		
c. 2 Meetings with City of Sioux City Elected Officials and Staff		
d. 2 Joint Planning Committee Meetings		
1.2 Conceptual Land Use Plan		
1. Prepare a Base Map of the subject properties.	☒	☐
2. Conduct a kick-off meeting with the Owner to discuss the Land Use Objectives.	☒	☐
• Traffic Circulation including public transportation corridors.		
• Mixed uses interaction (industrial, commercial office, flex, and retail).		
• Infrastructure Considerations.		
• Rail Access.		
• Airport Access.		
• Grading and Storm Water Detention Considerations.		
• Other accessory or ancillary uses supportive of the principal permitted uses.		
3. Prepare a Preliminary Conceptual Master Plan including;	☒	☐
• Roadway Alignments		
• Rail Corridors		
• Mixed Land Uses		
• Utility Service Concepts		
4. Present the Preliminary Conceptual Master Plan to Owner and committee for review and comments.	☒	☐
5. Revise the Preliminary Conceptual Master Plan as directed and deliver final product to Owner.	☒	☐
6. Present the Preliminary Conceptual Master Plan approved by Owner to City or County having jurisdiction, for their review and comment.	☒	☐

	ITEM	INCLUDED	NOT INCLUDED
1.3	**Final Land Use Master Plan**		
	1. Prepare a Final Land Use Master Plan including the following: • Final Mixed Land Use Plan • Final Transportation Corridors, Roadways, and Rail • Final Utility Service Plan: - Water - Sanitary Sewer - Gas - Electric - Telecommunications - Fiber	☒	☐
	2. Present the Final Master Land Use Plan to the Owner	☒	☐
1.4	**Roadway Master Plan**		
	1. Prepare a ***Roadway Master Plan*** to service the planning area including; • Arterial Roadways • Collector Roadways • Local Street Network • Signalized Intersections	☒	☐
	2. Prepare "order of magnitude" opinions of cost for the infrastructure depicted in the ***Roadway Master Plan***.	☒	☐
	3. Identify possible funding programs to assist with infrastructure cost. Including; • TIF, Tax Increment Financing • RISE, Revitalizing Iowa's Sound Economy • STP, Surface Transportation Program • IDED, Iowa Department of Economic Development • Others as may be applicable	☒	☐
1.5	**Water Service Master Plan**		
	1. Prepare a ***Water Service Master Plan*** illustrating alternatives to serve the planning area including; • Trunk service water mains • Distribution water mains • Service water mains	☒	☐
	2. Investigate water supply and treatment alternatives including; • City of Sergeant Bluff • City of Salix • City of Sioux City • New water supply and treatment	☒	☐
	3. Prepare "order of magnitude" opinions of cost for the water infrastructure alternatives.	☒	☐
	4. Prepare annual operating costs of each alternative.	☒	☐
	5. Identify possible funding programs to assist with infrastructure cost. Including; • TIF, Tax Increment Financing • SRF, State Revolving Fund • IDED, Iowa Department of Economic Development • RED, Rural Economic Development • Others as may be applicable	☒	☐
1.6	**Sanitary Sewer Service Master Plan**		
	1. Prepare a ***Sanitary Sewer Service Master Plan*** illustrating alternatives to serve the planning area including; • Trunk service sewer mains • Collection sewer mains • Pump Stations • Force Mains	☒	☐
	2. Investigate wastewater treatment alternatives including; • Expansion of Salix treatment facility • Pump Station to Sioux City treatment facility • New wastewater treatment facility	☒	☐
	3. Prepare "order of magnitude" opinions of cost for the sanitary sewer infrastructure.	☒	☐
	4. Prepare annual operating costs of each alternative.	☒	☐
	5. Identify possible funding programs to assist with infrastructure cost. Including; • TIF, Tax Increment Financing • SRF, State Revolving Fund • IDED, Iowa Department of Economic Development • RED, Rural Economic Development • Others as may be applicable	☒	☐

	ITEM	INCLUDED	NOT INCLUDED
1.7	**Storm Water Master Plan**		
	1. Prepare a ***Storm Water Master Plan*** to service the planning area including; • Storm Sewer Conveyance Systems • Detention Ponds • Natural Drainage Ways • Low Impact Storm Water Management Systems • Wetland Mitigation	☒	☐
	2. Prepare "order of magnitude" opinions of cost for the storm water infrastructure.	☒	☐
	3. Identify possible funding programs to assist with infrastructure cost. Including; • TIF, Tax Increment Financing • IDED, Iowa Department of Economic Development • RED, Rural Economic Development • Others as may be applicable	☒	☐
1.8	**Electric Service Master Plan**		
	1. Submit Master Plan to electric utility providers for review.	☒	☐
	2. Request service capacities for electric from utility providers.	☒	☐
	3. Prepare ***Electric Service Master Plan*** based on the information provided by the utility companies	☒	☐
1.9	**Natural Gas Service Master Plan**		
	1. Submit Master Plan to gas utility providers for review.	☒	☐
	2. Request service capacities for gas from utility providers.	☒	☐
	3. Prepare ***Gas Service Master Plan*** based on the information provided by the utility companies.	☒	☐
1.10	**Telecommunication Service Master Plan**		
	1. Submit Master Plan to telecommunication utility providers for review.	☒	☐
	2. Request service capacities for telecommunications from utility providers.	☒	☐
	3. Prepare ***Telecommunication Service Master Plan*** based on the information provided by the utility companies	☒	☐

PART 2. CAPITAL INVESTMENT PLAN (CIP)			
2.1	**Ten (10) Year Capital Investment Plan (10 yr. CIP)**		
	1. Review areas of highest growth potential.	☒	☐
	2. Prioritize capital improvements to provide service to highest growth areas that will yield the highest return on investment.	☒	☐
	3. Review internal funding alternatives and revenues • General taxes • Utility fees • Tax increment financing (TIF)	☒	☐
	4. Review outside funding alternatives; • Rise, revitalizing Iowa's sound economy • Stp, surface transportation program • IDED, Iowa department of economic development • SRF, state revolving fund • Red, rural economic development • Others as may be applicable	☒	☐
	5. Match funding sources with capital improvement projects	☒	☐
	6. Develop a ten (10) year capital improvement plan (CIP) ranging projects from highest priority to lowest	☒	☐
2.2	**Ten (10) Year Financial Model**		
	1. Review the county's taxable valuation	☒	☐
	2. Review county's indebtedness	☒	☐
	3. Review county's current tax levy	☒	☐
	4. Review tax levies of surrounding counties extending 100 miles from Woodbury County	☒	☐
	5. Develop a tax levy comparison worksheet to determine how Woodbury compares to surrounding areas on overall tax levy	☒	☐
	6. Review the urban renewal areas established in Woodbury County and depict on an "urban renewal area" plan map	☒	☐
	7. Estimate new taxable valuations the county anticipates in the ten (10) year planning period and estimate the potential incremental tax revenues that may be captured for capital investments and/or other uses	☒	☐
	8. Based on the capital improvement needs identified in the ten (10) year CIP, and a review of potential outside funding sources (loans, grants, etc.) Develop a financial model illustrating how tax increment financing (TIF) revenue from all urban renewal, (TIF) districts may be used to finance various capital projects	☒	☐
	9. Based on the new tax revenues anticipated from new private sector investments, review and develop options for allowing a portion of that new tax revenue to be used for property tax relief	☒	☐
	10. Develop a financial model that will illustrate how the Woodbury County tax levy can remain competitive with the surrounding states and counties while making sound capital investments to encourage more private sector investments in the region to grow the tax base	☒	☐
	11. Develop a tax increment financing (TIF) policy that outlines the county's intent on the use of TIF. This policy may be used in discussion for schools and other entities that share in property tax revenues	☒	☐

PART 3. MASTER PLANNING WORKBOOK		
3.1 **Master Planning Workbook** Upon Completion of the Master Planning a ***Master Planning Workbook*** will be created and provided to the Owner in hard copy, 11" by 17" format and PDF. The workbook will contain the following;		
1. Final Land Use Plan	☒	☐
2. Roadway Master Plan	☒	☐
3. Water Service Master Plan	☒	☐
4. Sanitary Sewer Service Master Plan	☒	☐
5. Storm Water Master Plan	☒	☐
6. Electric Service Master Plan	☒	☐
7. Gas Service Master Plan	☒	☐
8. Telecommunication Service Master Plan	☒	☐
9. Ten (10) year Capital Improvement Plan (10 year CIP)	☒	☐
10. Ten (10) year Financial Model		
PART 4. ADDITIONAL MEETINGS		
4.1 Additional meetings / consultations with government agencies, the public, or other organizations outside the scope of this agreement, but required to move the project forward will be billed on a time and materials basis. An estimated 40 hours of this work is included in the project budget but will only be used if authorized by the **Owner.**	☒	☐

4. Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date, as per the following basis:

	Fixed Fee or T&M	Included	Not Included
Part 1 – Master Planning Services	$38,700	☒	☐
Part 2 – Capital Investment Plan Source: L.O.S.T.	$7,700	☒	☐
Part 3 – Master Planning Workbook	$8,300	☒	☐
Part 4 – Additional Meetings as directed by the Owner Source needed	T&M est. $7,700	☒	☐

* T&M = Time and Materials
* TBD = To Be Determined

5. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **OWNER** fails to make monthly payments due the **CONSULTANT**, the **CONSULTANT** may, after giving (7) days written notice to the **OWNER,** suspend services under this agreement.

6. This Agreement represents the entire and integrated agreement between the **OWNER** and the **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.

7. Special Considerations: The limit of liability per the terms and conditions shall be waived for this contract. The Consultant shall carry $1,000,000 of professional liability insurance.

	Included	Not Included
Exhibit 'A' Hourly Rate Schedule	☒	☐
Exhibit 'B' Study Area	☒	☐
Exhibit 'C' Owner's Responsibilities	☒	☐

OWNER: Woodbury County, Iowa

By: George W. Boyken

Title: Chairman

Engineer: McClure Engineering Company

Signed: _____

Title: President

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2014)

PERSONNEL	HOURLY RATE
Administrative Assistant (AA)	$55.00
Engineer II (E-II)	$115.00
Engineer I (E-I)	$145.00
Principal	$165.00
Senior Principal	$200.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.75/Mile
Automobile Mileage	$0.55/Mile
Plans	$0.12/Sq. Ft.
Vellums	$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints	$5.00/Sq. Ft

McCLURE

EXHIBIT 'B'
MASTER PLANNING AREA

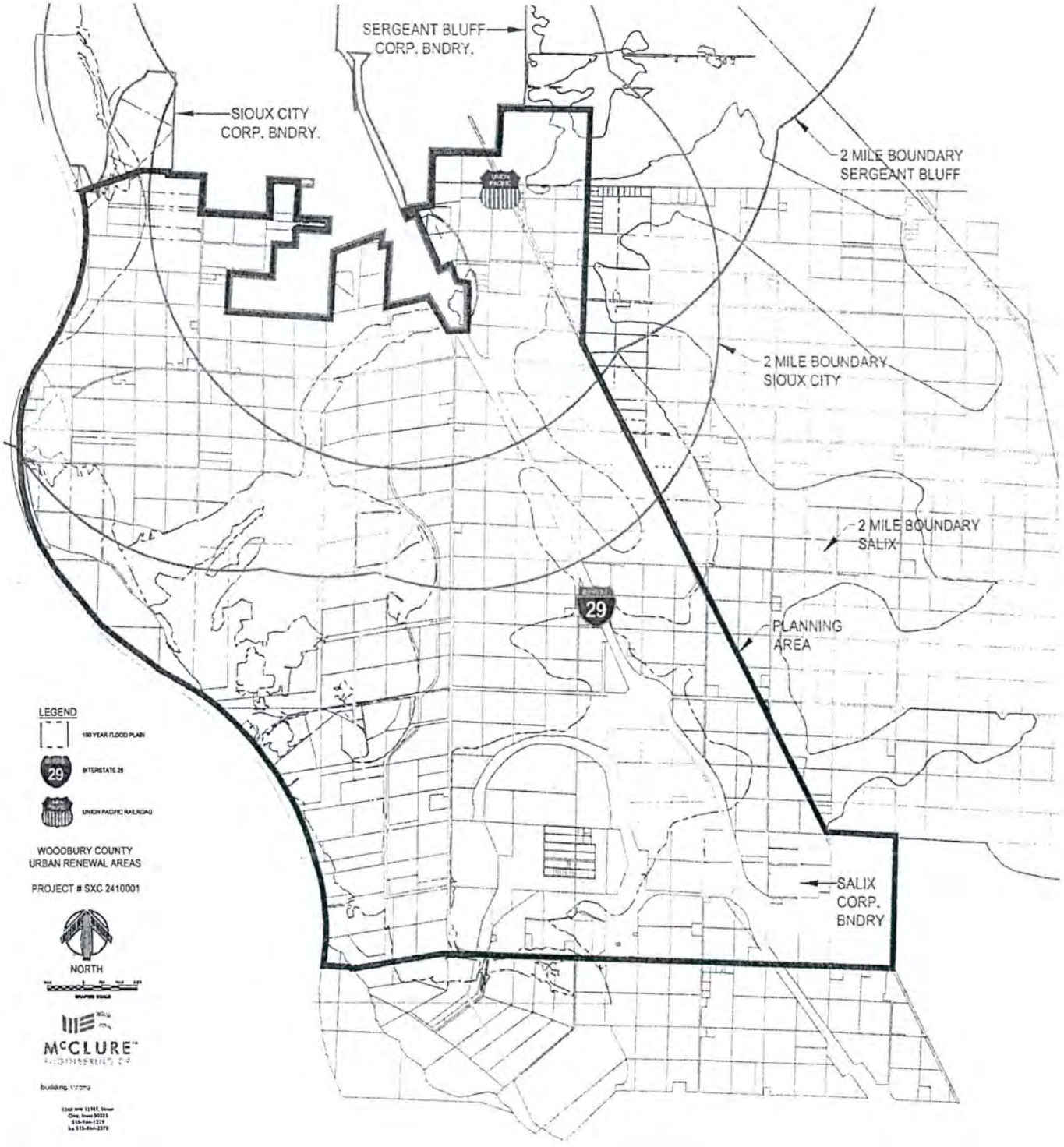


EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the CONSULTANT.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to CONSULTANT'S services for the project.

2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

3. Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.

7. Attend the Prebid Conference, Bid opening, Preconstruction Conferences, Construction Progress Meetings and other job related meetings and Substantial Completion Inspection and Final Payment Inspection.

8. Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

9. Pay invoices for services rendered on time.

Contract #2

Project No. 2215004-00
Project Name: Woodbury County On-Call Engineering Services
Project Manager: Terry J. Lutz, P.E.

AGREEMENT FOR ON-CALL CONSULTING AND ENGINEERING SERVICES

THIS IS AN AGREEMENT made as of the 3rd day of March 2015 between ***Woodbury County, Iowa*** (hereinafter referred to as **"OWNER"**), and ***McClure Engineering Company, Sioux City, Iowa*** (hereinafter referred to as **"ENGINEER"**), to provide *"On-Call"* General Engineering and Consulting Services, at the request and approval of the **OWNER**.

This Agreement is subject to the terms and conditions attached to this document and the following:

1. **OWNER** intends to retain **ENGINEER** for on-call Consulting and Engineering services to represent **OWNER'S** interest and provide guidance in helping the **OWNER** construct infrastructure improvement programs consistent with the *Envision 2050 Master Plan*. **ENGINEER** shall provide various services at the **OWNER'S** request regarding engineering consultation, project development, cost sharing strategies with other entities, and project management duties.

2. Both parties understand all of the *scope of services, duties, and fees* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope of work and fees as specific duties arise to help both parties receive fair value for the services provided. When requested by the **OWNER** to provide services, the **ENGINEER** will log time associated with the work and bill for the work accordingly.

3. **OWNER** and **ENGINEER** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by the **ENGINEER** and the payment for those services by **OWNER** as set forth below.

4. The **OWNER** shall provide information, which shall set forth the **OWNER's** objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit 'B' for **OWNER's Responsibilities).**

5. The **ENGINEER** shall review the **OWNER's** request for services, program the work required, and prepare documents for the **OWNER's** approval. A listing of the types of work anticipated are included but not limited to the following:

ITEM	INCLUDED	NOT INCLUDED
A. General		
- Provide day-to-day consulting services as requested by Owner	☒	☐
- Meet with appropriate entities to represent Owner's interest in program development as required to complete tasks as requested	☒	☐
B. Public Relations		
- Present *Envision 2050 Master Plan* to interested parties as requested	☒	☐
- Present/discuss TIF Use Policy to interested parties as requested	☒	☐
- Work as extension of Owner's staff for economic development initiatives	☒	☐
- Attend County Board of Supervisors meetings as requested	☒	☐
C. Capital Investment Plan (CIP) Management		
- Provide annual review and summary of LPURA TIF finances	☒	☐
- Assist Owner in CIP project prioritization and management	☒	☐
- Modify CIP and TIF Financial Model as requested	☒	☐
D. TIF-Eligible Project Review		
- Represent Owner's interests in ongoing capital investment and economic development initiatives as requested	☒	☐
- Review existing infrastructure issues and provide alternatives for solutions	☒	☐
- Evaluate and recommend applications submitted by others for the use of Owner's TIF revenues	☒	☐
- Provide value engineering services for proposed capital investment projects	☒	☐
- Assist Owner in developing infrastructure projects to drive economic activity	☒	☐
E. Liberty Park Urban Renewal Area (LPURA)/TIF District Assistance		
- Provide technical guidance regarding modifications and amendments to LPURA	☒	☐
- Represent Owner's interests in join TIF/Urban Renewal area creation	☒	☐
- Facilitate negotiations between the Owner and other entities regarding cost sharing and TIF sharing development agreements	☒	☐

6. Payment to the **ENGINEER** shall be made on a timely basis, within 30-days of invoice for work completed to date, on a time and material basis. Monthly invoices will be submitted for actual time and expenses incurred as per the rates in Exhibit 'A'. The **ENGINEER** and **OWNER** agree to negotiate an equitable adjustment to the rates in Exhibit 'A' on an annual basis subject to the approval of the **OWNER.**

7. This Agreement represents the entire and integrated Agreement between the **OWNER** and **ENGINEER** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **ENGINEER.**

	INCLUDED	NOT INCLUDED
Exhibit 'A' Hourly Rate Schedule	☒	☐
Exhibit 'B' Owner's Responsibilities	☒	☐

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: Woodbury County, Iowa

By: _____

Title: Chairman – Board of Supervisors

Engineer: McClure Engineering Company
Sioux City, Iowa

Signed: _____

Title: President

McCLURE

McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer. However, the parties acknowledge that all documents in final form become public documents once in the hands of the Owner, unless covered by a specific exemption to the Iowa Open Records Act – Chapter 22 of the Code of Iowa.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than $200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement
without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

EXHIBIT 'B'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER.

1. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the project.

2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.

3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

4. Arrange for access to make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform services under this Agreement.

5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary completion of the Project.

7. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of the ENGINEER'S services, or any defect or non-conformance in the work of any Contractor.

8. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective through December 31, 2015)

PERSONNEL	HOURLY RATE
Administrative	$60.00
Senior Administrative	$75.00
Staff Engineer	$98.00
Project Engineer	$115.00
Senior Project Engineer	$158.00
Project Manager	$145.00
Principal	$175.00
Senior Principal	$195.00
Engineering Technician (ET)	$90.00
Registered Land Surveyor	$145.00
On-Site Representative (OSR)	$80.00
Senior On-Site Representative (OSR)	$90.00
Crew Chief (CC)	$85.00
Crew Member (CM)	$70.00
Intern Crew Member	$55.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage	$0.75/Mile
Automobile Mileage	$0.55/Mile
Plans	$0.12/Sq. Ft.
Vellums	$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints	$5.00/Sq. Ft

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

Date: 5/21/15

Weekly Agenda Date: 5/26/15

DEPARTMENT HEAD / CITIZEN: Dept. Head – Rural Economic Development

SUBJECT: Investing in Woodbury County RLF, Sergeant Bluff Eye Care – Revised Closing Documents

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Investing in Woodbury County RLF – Sergeant Bluff Eye Care, Revised Closing Documents

EXECUTIVE SUMMARY: Investing in Woodbury County RLF applicant, Sergeant Bluff Eye Care, requests to borrow $100,000 to construct a $1.1 million eye care facility in Sgt. Bluff.

BACKGROUND: The BOS previously approved the closing documents for Sergeant Bluff Eye Care's loan, which were prepared by SEDC on behalf of the County. Per the borrower's request, revisions were made to the closing documents that identified Ben Uhl as the sole owner of the company, and confidentiality of the company's financial statements/financial information of the borrowers allowed by law. All revisions were reviewed and approved by the County Attorney's Office.

FINANCIAL IMPACT: $100,000

RECOMMENDATION: Recommending approval of revised closing documents as presented

ACTION REQUIRED: Motion to approve the revised closing documents for Sergeant Bluff Eye Care as presented

Approved by Board of Supervisors March 3, 2015.

MORTGAGE AMORTIZATION

NAME:	Cyclone Operations, LLC
MORTGAGE AMOUNT:	$100,000.00
INTEREST RATE - ANNUAL:	2.00%
NUMBER OF YEARS:	7
MBER OF MONTHLY PAYMENTS:	84
LOAN CLOSING DATE:	6/3/15
FIRST PAYMENT DUE:	7/15/15
MONTHLY PAYMENTS:	$1,276.74
ACCRUED INTEREST:	($84.19)
TOTAL FIRST PAYMENT DUE:	$1,192.55

PAYMENT #	PRINCIPAL	INTEREST	BALANCE	TOTAL MONTHLY PAYMENT	PAYMENT DUE DATE
BEG BALANCE			$100,000.00		
1	$1,110.36	$230.14	$98,889.64	$1,340.50	7/15/15
2	$1,111.92	$164.82	$97,777.72	$1,276.74	8/15/15
3	$1,113.78	$162.96	$96,663.94	$1,276.74	9/15/15
4	$1,115.63	$161.11	$95,548.31	$1,276.74	10/15/15
5	$1,117.49	$159.25	$94,430.82	$1,276.74	11/15/15
6	$1,119.36	$157.38	$93,311.46	$1,276.74	12/15/15
7	$1,121.22	$155.52	$92,190.24	$1,276.74	1/15/16
8	$1,123.09	$153.65	$91,067.15	$1,276.74	2/15/16
9	$1,124.96	$151.78	$89,942.19	$1,276.74	3/15/16
10	$1,126.84	$149.90	$88,815.35	$1,276.74	4/15/16
11	$1,128.71	$148.03	$87,686.64	$1,276.74	5/15/16
12	$1,130.60	$146.14	$86,556.04	$1,276.74	6/15/16
13	$1,132.48	$144.26	$85,423.56	$1,276.74	7/15/16
14	$1,134.37	$142.37	$84,289.19	$1,276.74	8/15/16
15	$1,136.26	$140.48	$83,152.93	$1,276.74	9/15/16
16	$1,138.15	$138.59	$82,014.78	$1,276.74	10/15/16
17	$1,140.05	$136.69	$80,874.73	$1,276.74	11/15/16
18	$1,141.95	$134.79	$79,732.78	$1,276.74	12/15/16
19	$1,143.85	$132.89	$78,588.93	$1,276.74	1/15/17
20	$1,145.76	$130.98	$77,443.17	$1,276.74	2/15/17
21	$1,147.67	$129.07	$76,295.50	$1,276.74	3/15/17
22	$1,149.58	$127.16	$75,145.92	$1,276.74	4/15/17
23	$1,151.50	$125.24	$73,994.42	$1,276.74	5/15/17
24	$1,153.42	$123.32	$72,841.00	$1,276.74	6/15/17
25	$1,155.34	$121.40	$71,685.66	$1,276.74	7/15/17
26	$1,157.26	$119.48	$70,528.40	$1,276.74	8/15/17
27	$1,159.19	$117.55	$69,369.21	$1,276.74	9/15/17
28	$1,161.12	$115.62	$68,208.09	$1,276.74	10/15/17
29	$1,163.06	$113.68	$67,045.03	$1,276.74	11/15/17
30	$1,165.00	$111.74	$65,880.03	$1,276.74	12/15/17
31	$1,166.94	$109.80	$64,713.09	$1,276.74	1/15/18
32	$1,168.88	$107.86	$63,544.21	$1,276.74	2/15/18
33	$1,170.83	$105.91	$62,373.38	$1,276.74	3/15/18
34	$1,172.78	$103.96	$61,200.60	$1,276.74	4/15/18
35	$1,174.74	$102.00	$60,025.86	$1,276.74	5/15/18
36	$1,176.70	$100.04	$58,849.16	$1,276.74	6/15/18
37	$1,178.66	$98.08	$57,670.50	$1,276.74	7/15/18
38	$1,180.62	$96.12	$56,489.88	$1,276.74	8/15/18
39	$1,182.59	$94.15	$55,307.29	$1,276.74	9/15/18
40	$1,184.56	$92.18	$54,122.73	$1,276.74	10/15/18
41	$1,186.54	$90.20	$52,936.19	$1,276.74	11/15/18
42	$1,188.51	$88.23	$51,747.68	$1,276.74	12/15/18
43	$1,190.49	$86.25	$50,557.19	$1,276.74	1/15/19
44	$1,192.48	$84.26	$49,364.71	$1,276.74	2/15/19
45	$1,194.47	$82.27	$48,170.24	$1,276.74	3/15/19

46	$1,196.46	$80.28	$46,973.78	$1,276.74	4/15/19
47	$1,198.45	$78.29	$45,775.33	$1,276.74	5/15/19
48	$1,200.45	$76.29	$44,574.88	$1,276.74	6/15/19
49	$1,202.45	$74.29	$43,372.43	$1,276.74	7/15/19
50	$1,204.45	$72.29	$42,167.98	$1,276.74	8/15/19
51	$1,206.46	$70.28	$40,961.52	$1,276.74	9/15/19
52	$1,208.47	$68.27	$39,753.05	$1,276.74	10/15/19
53	$1,210.48	$66.26	$38,542.57	$1,276.74	11/15/19
PAYMENT #	PRINCIPAL	INTEREST	BALANCE	TOTAL MONTHLY PAYMENT	PAYMENT DUE DATE
54	$1,212.50	$64.24	$37,330.07	$1,276.74	12/15/19
55	$1,214.52	$62.22	$36,115.55	$1,276.74	1/15/20
56	$1,216.55	$60.19	$34,899.00	$1,276.74	2/15/20
57	$1,218.57	$58.17	$33,680.43	$1,276.74	3/15/20
58	$1,220.61	$56.13	$32,459.82	$1,276.74	4/15/20
59	$1,222.64	$54.10	$31,237.18	$1,276.74	5/15/20
60	$1,224.68	$52.06	$30,012.50	$1,276.74	6/15/20
61	$1,226.72	$50.02	$28,785.78	$1,276.74	7/15/20
62	$1,228.76	$47.98	$27,557.02	$1,276.74	8/15/20
63	$1,230.81	$45.93	$26,326.21	$1,276.74	9/15/20
64	$1,232.86	$43.88	$25,093.35	$1,276.74	10/15/20
65	$1,234.92	$41.82	$23,858.43	$1,276.74	11/15/20
66	$1,236.98	$39.76	$22,621.45	$1,276.74	12/15/20
67	$1,239.04	$37.70	$21,382.41	$1,276.74	1/15/21
68	$1,241.10	$35.64	$20,141.31	$1,276.74	2/15/21
69	$1,243.17	$33.57	$18,898.14	$1,276.74	3/15/21
70	$1,245.24	$31.50	$17,652.90	$1,276.74	4/15/21
71	$1,247.32	$29.42	$16,405.58	$1,276.74	5/15/21
72	$1,249.40	$27.34	$15,156.18	$1,276.74	6/15/21
73	$1,251.48	$25.26	$13,904.70	$1,276.74	7/15/21
74	$1,253.57	$23.17	$12,651.13	$1,276.74	8/15/21
75	$1,255.65	$21.09	$11,395.48	$1,276.74	9/15/21
76	$1,257.75	$18.99	$10,137.73	$1,276.74	10/15/21
77	$1,259.84	$16.90	$8,877.89	$1,276.74	11/15/21
78	$1,261.94	$14.80	$7,615.95	$1,276.74	12/15/21
79	$1,264.05	$12.69	$6,351.90	$1,276.74	1/15/22
80	$1,266.15	$10.59	$5,085.75	$1,276.74	2/15/22
81	$1,268.26	$8.48	$3,817.49	$1,276.74	3/15/22
82	$1,270.38	$6.36	$2,547.11	$1,276.74	4/15/22
83	$1,272.49	$4.25	$1,274.62	$1,276.74	5/15/22
84	$1,274.62	$2.12	$0.00	$1,276.74	6/15/22

WOODBURY COUNTY, IOWA
PERSONAL GUARANTEE

WHEREAS, Cyclone Operations, LLC (Borrower), with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054, desires to borrow funds from Woodbury County, Iowa (Woodbury County), which has agreed to lend funds to Borrower upon the Guarantee of the undersigned Guarantor.

In consideration of the benefit to Guarantor derived from lending from Woodbury County to Borrower, and to induce Woodbury County to extend such credit to Borrower, Guarantor hereby absolutely and unconditionally guarantees to Woodbury County, jointly and severally if there is more than one undersigned Guarantor, its successors and assigns, the prompt and complete payment, in U.S. dollars, to Woodbury County, upon maturity, according to the appropriate terms of any promissory note evidencing any obligation or obligations of Borrower to Woodbury County, and Guarantor also guarantees costs of collection hereof, including, but not limited to attorney fees. Woodbury County shall not be required to first resort for payment to said Borrower or other persons or corporations, their properties or estates, or to any collateral, security, property, liens or other rights or remedies whatsoever.

Guarantor waives all notice of sales, notice of default, presentment for payment, notice of nonpayment, protest and notice of acceptance of this Guarantee. Any extensions, renewals, indulgences, transfer, transfers to creditors committees or trustees, settlements and compromises, in Woodbury County's sole discretion, with or without notice to Guarantor, shall not relieve Guarantor of any liability hereunder. Payment of any indebtedness now or hereafter owned by Borrower to Guarantor is hereby subordinate only to payment of Borrower's liability to Woodbury County hereunder.

This shall be a continuing Guarantee which shall remain in effect as to all credit extended, made and to be extended by Woodbury County to Borrower, prior to Woodbury County's receipt of written termination notice from Guarantor. Notice shall be sent by registered or certified United States mail to David Gleiser, Woodbury County, County Courthouse, 620 Douglas Street, Sioux City, Iowa 51101, to be effective. Such written termination notice shall apply only to credit extended after receipt of the notice and shall not terminate or otherwise affect any prior obligations of the Guarantor pursuant to this Personal Guarantee. Further, this Guarantee shall remain in effect with respect to any business entity resulting from a merger or change in organization of Borrower in consideration of the continuation of credit by Woodbury County.

Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

Borrower, Woodbury County and Guarantor agree that the legal significance of, as well as any dispute arising under the terms of this Guarantee, including proceedings for its enforcement, shall be governed by the courts of the United States of America and the laws of the State of Iowa. Any judgment rendered by a court shall be registered and enforced, if necessary, in any other country according to the United States laws applicable to the Guarantee.

There are no conditions or limitations in this Guarantee except as may be included at the time of execution. There shall be no amendments except as may be agreed upon in writing, by Woodbury County and Guarantor. Performance of this Guarantee shall not be assigned. As set forth above, this Guarantee is binding upon the heirs, successors and assigns of Guarantor. "Guarantor" in this agreement shall mean the undersigned, jointly and severally, if there is more than one.

THE UNDERSIGNED ALSO HEREBY EXPRESSLY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH THE UNDERSIGNED MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE BORROWER THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF WOODBURY COUNTY AGAINST BORROWER OR ANY SECURITY WHICH WOODBURY COUNTY NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE. THE UNDERSIGNED ACKNOWLEDGES CONSIDERATION FOR THIS WAIVER. THIS WAIVER SHALL APPLY WHETHER OR NOT THE UNDERSIGNED IS NOW OR HEREAFTER BECOMES AN "INSIDER" OF THE BORROWER AS THAT TERM MAY BE DEFINED FROM TIME TO TIME BY STATUTES, REGULATIONS OR COMMON LAW.

Dated this 3rd day of June, 2015.

_____

Benjamin A. Uhl, Individually

State of Iowa, County of Woodbury, SS:

On this 3rd day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin A. Uhl, to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

SEAL

_____

Notary Public in and for said State

WOODBURY COUNTY, IOWA
CORPORATE GUARANTEE

WHEREAS, Cyclone Operations, LLC (Borrower), with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054, desires to borrow funds from Woodbury County, Iowa (Woodbury County), which has agreed to lend funds to Borrower upon the Guarantee of the undersigned Guarantor.

In consideration of the benefit to Guarantor derived from lending from Woodbury County to Borrower, and to induce Woodbury County to extend such credit to Borrower, Guarantor hereby absolutely and unconditionally guarantees to Woodbury County, jointly and severally if there is more than one undersigned Guarantor, its successors and assigns, the prompt and complete payment, in U.S. dollars, to Woodbury County, upon maturity, according to the appropriate terms of any promissory note evidencing any obligation or obligations of Borrower to Woodbury County, and Guarantor also guarantees costs of collection hereof, including, but not limited to attorney fees. Woodbury County shall not be required to first resort for payment to said Borrower or other persons or corporations, their properties or estates, or to any collateral, security, property, liens or other rights or remedies whatsoever.

Guarantor waives all notice of sales, notice of default, presentment for payment, notice of nonpayment, protest and notice of acceptance of this Guarantee. Any extensions, renewals, indulgences, transfer, transfers to creditors committees or trustees, settlements and compromises, in Woodbury County's sole discretion, with or without notice to Guarantor, shall not relieve Guarantor of any liability hereunder. Payment of any indebtedness now or hereafter owned by Borrower to Guarantor is hereby subordinate only to payment of Borrower's liability to Woodbury County hereunder.

This shall be a continuing Guarantee which shall remain in effect as to all credit extended, made and to be extended by Woodbury County to Borrower, prior to Woodbury County's receipt of written termination notice from Guarantor. Notice shall be sent by registered or certified United States mail to David Gleiser, Woodbury County, County Courthouse, 620 Douglas Street, Sioux City, Iowa 51101, to be effective. Such written termination notice shall apply only to credit extended after receipt of the notice and shall not terminate or otherwise affect any prior obligations of the Guarantor pursuant to this Corporate Guarantee. Further, this Guarantee shall remain in effect with respect to any business entity resulting from a merger or change in organization of Borrower in consideration of the continuation of credit by Woodbury County.

Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

Borrower, Woodbury County and Guarantor agree that the legal significance of, as well as any dispute arising under the terms of this Guarantee, including proceedings for its enforcement, shall be governed by the courts of the United States of America and the laws of the State of Iowa. Any judgment rendered by a court shall be registered and enforced, if necessary, in any other country according to the United States laws applicable to the Guarantee.

There are no conditions or limitations in this Guarantee except as may be included at the time of execution. There shall be no amendments except as may be agreed upon in writing, by Woodbury County and Guarantor. Performance of this Guarantee shall not be assigned. As set forth above, this Guarantee is binding upon the heirs, successors and assigns of Guarantor. "Guarantor" in this agreement shall mean the undersigned, jointly and severally, if there is more than one.

THE UNDERSIGNED ALSO HEREBY EXPRESSLY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH THE UNDERSIGNED MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE BORROWER THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF WOODBURY COUNTY AGAINST BORROWER OR ANY SECURITY WHICH WOODBURY COUNTY NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE. THE UNDERSIGNED ACKNOWLEDGES CONSIDERATION FOR THIS WAIVER. THIS WAIVER SHALL APPLY WHETHER OR NOT THE UNDERSIGNED IS NOW OR HEREAFTER BECOMES AN "INSIDER" OF THE BORROWER AS THAT TERM MAY BE DEFINED FROM TIME TO TIME BY STATUTES, REGULATIONS OR COMMON LAW.

Dated this 3rd day of June, 2015.

Hawkeye Clinic of Sergeant Bluff, P.C.

By: _____
Benjamin A. Uhl, O.D., President and Secretary

State of Iowa, County of Woodbury, SS:

On this 3rd day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin A. Uhl, O.D., to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

SEAL

_____
Notary Public in and for said State

WOODBURY COUNTY, IOWA
PERSONAL GUARANTEE

WHEREAS, Cyclone Operations, LLC (Borrower), with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054, desires to borrow funds from Woodbury County, Iowa (Woodbury County), which has agreed to lend funds to Borrower upon the Guarantee of the undersigned Guarantor.

In consideration of the benefit to Guarantor derived from lending from Woodbury County to Borrower, and to induce Woodbury County to extend such credit to Borrower, Guarantor hereby absolutely and unconditionally guarantees to Woodbury County, jointly and severally if there is more than one undersigned Guarantor, its successors and assigns, the prompt and complete payment, in U.S. dollars, to Woodbury County, upon maturity, according to the appropriate terms of any promissory note evidencing any obligation or obligations of Borrower to Woodbury County, and Guarantor also guarantees costs of collection hereof, including, but not limited to attorney fees. Woodbury County shall not be required to first resort for payment to said Borrower or other persons or corporations, their properties or estates, or to any collateral, security, property, liens or other rights or remedies whatsoever.

Guarantor waives all notice of sales, notice of default, presentment for payment, notice of nonpayment, protest and notice of acceptance of this Guarantee. Any extensions, renewals, indulgences, transfer, transfers to creditors committees or trustees, settlements and compromises, in Woodbury County's sole discretion, with or without notice to Guarantor, shall not relieve Guarantor of any liability hereunder. Payment of any indebtedness now or hereafter owned by Borrower to Guarantor is hereby subordinate only to payment of Borrower's liability to Woodbury County hereunder.

This shall be a continuing Guarantee which shall remain in effect as to all credit extended, made and to be extended by Woodbury County to Borrower, prior to Woodbury County's receipt of written termination notice from Guarantor. Notice shall be sent by registered or certified United States mail to David Gleiser, Woodbury County, County Courthouse, 620 Douglas Street, Sioux City, Iowa 51101, to be effective. Such written termination notice shall apply only to credit extended after receipt of the notice and shall not terminate or otherwise affect any prior obligations of the Guarantor pursuant to this Personal Guarantee. Further, this Guarantee shall remain in effect with respect to any business entity resulting from a merger or change in organization of Borrower in consideration of the continuation of credit by Woodbury County.

Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

Borrower, Woodbury County and Guarantor agree that the legal significance of, as well as any dispute arising under the terms of this Guarantee, including proceedings for its enforcement, shall be governed by the courts of the United States of America and the laws of the State of Iowa. Any judgment rendered by a court shall be registered and enforced, if necessary, in any other country according to the United States laws applicable to the Guarantee.

There are no conditions or limitations in this Guarantee except as may be included at the time of execution. There shall be no amendments except as may be agreed upon in writing, by Woodbury County and Guarantor. Performance of this Guarantee shall not be assigned. As set forth above, this Guarantee is binding upon the heirs, successors and assigns of Guarantor. "Guarantor" in this agreement shall mean the undersigned, jointly and severally, if there is more than one.

THE UNDERSIGNED ALSO HEREBY EXPRESSLY WAIVES ANY CLAIM, RIGHT OR REMEDY WHICH THE UNDERSIGNED MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST THE BORROWER THAT ARISES HEREUNDER AND/OR FROM THE PERFORMANCE BY ANY GUARANTOR HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY CLAIM, REMEDY OR RIGHT OF SUBROGATION, REIMBURSEMENT, EXONERATION, CONTRIBUTION, INDEMNIFICATION OR PARTICIPATION IN ANY CLAIM, RIGHT OR REMEDY OF WOODBURY COUNTY AGAINST BORROWER OR ANY SECURITY WHICH WOODBURY COUNTY NOW HAS OR HEREAFTER ACQUIRES, WHETHER OR NOT SUCH CLAIM, RIGHT OR REMEDY ARISES IN EQUITY, UNDER CONTRACT, BY STATUTE, UNDER COMMON LAW OR OTHERWISE. THE UNDERSIGNED ACKNOWLEDGES CONSIDERATION FOR THIS WAIVER. THIS WAIVER SHALL APPLY WHETHER OR NOT THE UNDERSIGNED IS NOW OR HEREAFTER BECOMES AN "INSIDER" OF THE BORROWER AS THAT TERM MAY BE DEFINED FROM TIME TO TIME BY STATUTES, REGULATIONS OR COMMON LAW.

Dated this 3rd day of June, 2015.

_____

Sarah E. Murray, Individually

State of Iowa, County of Woodbury, SS:

On this 3rd day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Sarah E. Murray, to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

SEAL

_____

Notary Public in and for said State

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT IS ENTERED INTO this 3rd day of June, 2015, by and between Kingsley State Bank (Bank), Woodbury County, Iowa (Woodbury County), and Cyclone Operations, LLC (Debtor).

WITNESSETH

1. WHEREAS, Bank extended credit to Debtor on or about _____, 2014 in the sum of $900,000.00 ("Original Loan") necessary to construct and equip a new 7,000 square foot eye care clinic on Lot 3 of the Pioneer Flats Addition in Sergeant Bluff, IA to be completed and operational by August 31, 2015; and

2. WHEREAS, Woodbury County has agreed to extend credit to Debtor in the sum of $100,000.00 necessary to construct and equip a new 7,000 square foot eye care clinic on Lot 3 of the Pioneer Flats Addition in Sergeant Bluff, IA to be completed and operational by August 31, 2015; and

3. WHEREAS, Bank's credit to Debtor is secured by certain collateral documents executed by Debtor which grants Bank (a) a 1st security interest in the real property legally described as Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, IA; (b) a 1st security interest in the collateral described on UCC Financing Statement E14082730-0 filed with the Iowa Secretary of State on November 26, 2014; (c) a Corporate Guarantee from Hawkeye Clinic of Sergeant Bluff, P.C.; and (d) Personal Guarantees from Benjamin A. Uhl and Sarah E. Murray (hereinafter "Bank's Collateral"); and

4. WHEREAS, Woodbury County's credit to Debtor is secured by (a) a Mortgage granting Woodbury County a 2nd security interest in the real property legally described as Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa; (b) a Security Agreement granting Woodbury County a 2nd security interest in all furniture, fixtures, and equipment now owned or hereafter acquired by the Debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or offices; (c) a Corporate Guarantee from Hawkeye Clinic of Sergeant Bluff, P.C.; and (d) Personal Guarantees from Benjamin A. Uhl and Sarah E. Murray. This security shall include all future advances and other debts of Debtor to Woodbury County of any nature whatsoever whether now existing or hereafter incurred (hereinafter collectively "Woodbury County's Security Interest in Collateral"); and

5. WHEREAS, to induce Woodbury County to extend credit to Debtor, Debtor has secured payment of its indebtedness to Woodbury County by granting Woodbury County's Security Interest in Collateral which is junior and inferior in priority only to the security interest granted to Bank for the Original Loan; and

6. WHEREAS, Bank may, from time to time, extend additional advances of credit to Debtor which shall be inferior and junior to Woodbury County; and

7. WHEREAS, upon Debtor's request and in order to induce Woodbury County to extend credit to Debtor, Bank is willing to establish the following priority in the event of default, including but not limited to, foreclosure, sale or other disposition of or realization upon the collateral of any part thereof.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES HEREIN ABOVE STATED, the representations, warranties, covenants and agreements herein contained and for other good and valuable consideration, the receipt of which are hereby acknowledged by the parties hereto, Bank, Woodbury County and Debtor agree as follows:

1. Bank's Priority Limitation. Bank's first priority in the Collateral described in paragraph 3 hereof shall be limited to the amount of $900,000.00, accrued interest and costs as further set forth in paragraph 2 hereof or amount of indebtedness of Debtor under the Original Loan, whichever is less.

2. Distribution of Proceeds. Notwithstanding the aforesaid priority of Bank under its Security Agreement and/or Mortgage on Bank's Collateral, Bank hereby agrees that after default on Debtor's Original Loan to Bank, the proceeds from voluntary surrender, foreclosure, sale, liquidation or other disposition of or realization upon Bank's Collateral shall be applied in the following manner:

A. The payment of all costs and expenses of Bank and Woodbury County, including reasonable attorney fees in the event of legal action relative to a foreclosure, sale, liquidation or other disposition or realization upon the Bank's Collateral incurred by either party or both parties initiating and conducting such legal action, provided that Woodbury County's costs shall not be reimbursed from the Bank's Collateral without the prior consent of Bank or the payment to Bank of the amount due in Section B. below.

B. The payment of an amount from the Bank's Collateral to Bank in the sum of $900,000.00 (Original Loan), and interest thereon at the rate set out in Bank's promissory note, or the amount of the indebtedness of Debtor owed to Bank, whichever is lesser, realized from the sale of Bank's Collateral.

C. The payment of an amount to Woodbury County in the sum of $100,000.00 or the amount of the indebtedness of Debtor owed to Woodbury County, including unreimbursed costs, the unpaid principal balance, and interest thereon at the rate set out in Woodbury County's promissory note, whichever is lesser.

D. Payment to Bank of the amount equal to the indebtedness of Debtor to Bank.

E. Payment to any party, including, but not limited to, Debtor, entitled to any surplus remaining.

The effectiveness and enforceability of this provision and this agreement are conditioned on the existence and continuation of valid enforceable and perfected liens and security interests in favor of Bank or Woodbury County, as the case may be.

3. Default Under Loan Documents. Debtor agrees that any default or event of default which may occur under any loan documents for Woodbury County and/or Bank shall also be a default under the loan documents of the other lender.

4. Notification and Necessary Consent. Bank and Woodbury County shall promptly give written notice to the other of the occurrence and/or continuance of any default or event of default by Debtor under any agreement, instrument or document to which Debtor is a party. Bank and Woodbury County shall each be entitled to receive and retain payment properly paid by Debtor pursuant to the loan documents until notification of default is given by Bank or Woodbury County to the other. Bank and Woodbury County agree that neither shall amend, increase, extend, renew, alter, modify nor receive additional collateral or guarantees

with the respect to the original note of Bank or Woodbury County's original note without written consent of the other party. After notification, all proceeds received must be distributed pursuant to paragraph 2 hereof unless otherwise agreed in writing by Bank and Woodbury County. The Bank and Woodbury County agree to mutually establish an escrow account for deposit and accounting of the proceeds.

5. Financial Data. Debtor agrees that Bank and Woodbury County may provide to one another financial data provided by Debtor or otherwise obtained including, but not limited to, financial statements.

6. Cure. Bank and Woodbury County agree that, with respect to the indebtedness, obligations and liabilities, now and hereafter arising, of Debtor to either of them, Bank or Woodbury County shall have the same right to cure any default by payment or performance of such obligations as shall be afforded to Debtor under any agreement, instrument, or document to which Debtor and Bank or Debtor and Woodbury County are parties.

7. Successor and Assigns Amendment. This agreement shall be binding upon and inure to the benefit of Bank, Woodbury County and Debtor, their successors and assigns. This is a continuing agreement and may not be revoked or terminated or modified in any way except in writing executed by all the parties hereto.

8. Termination. This agreement and the relative lien priorities herein contained shall be continued in full force and effect until the payment in full of all indebtedness, obligations and liabilities now or hereafter arising of Debtor owed to Bank and Woodbury County.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Kingsley State Bank (Bank)

By: _____
Dean Lafrentz, Vice President

Woodbury County, Iowa (Woodbury County)

By: _____
Mark Monson, Chairman

Cyclone Operations, LLC (Debtor)

By: _____
Benjamin A. Uhl, Manager

By: _____
Sarah E. Murray, Manager

WOODBURY COUNTY, IOWA
LOAN AND SERVICING AGREEMENT

LOAN AND SERVICING AGREEMENT, executed this 3rd day of June, 2015, by and between Woodbury County, Iowa (Woodbury County), with principal offices at 620 Douglas Street, County Courthouse, Sioux City, IA 51101, and Cyclone Operations, LLC (Borrower/Debtor), with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054.

WITNESSETH

WHEREAS, Woodbury County and Borrower have heretofore or will hereafter enter into certain undertakings and agreements and execute certain instruments, including security and collateral instruments, for the purpose of enabling Woodbury County to lend to Borrower the initial sum of One Hundred Thousand--and--No/100's Dollars ($100,000.00).

WHEREAS, Woodbury County may lawfully lend said funds and Borrower may lawfully borrow same.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties expressed below, the parties hereby covenant and agree as follows:

1. Scope of Undertaking. It is understood and acknowledged that Woodbury County shall lend funds to Borrower necessary to construct and equip a new 7,000 square foot eye care clinic on Lot 3 of the Pioneer Flats Addition in Sergeant Bluff, IA to be completed and operational by August 31, 2015.

2. Loan. To further assist in the financial undertaking described in Section 1 above, Woodbury County shall lend Borrower the sum of One Hundred Thousand--and--No/100's Dollars ($100,000.00) subject to the terms and conditions of this Agreement and any ancillary agreements and instruments.

3. Note. The loan to Borrower shall be evidenced by a promissory note, in a form acceptable to Woodbury County, executed by Borrower's duly authorized official(s).

4. Payment. Repayment of the loan provided for in Sections 1 and 2 above shall be made under the terms and conditions contained in the promissory note for said loan.

5. Security. Borrower covenants, represents and warrants: (a) that a Mortgage shall be executed granting Woodbury County a 2nd security interest in the real property legally described as Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa; (b) that a Security Agreement shall be executed granting Woodbury County a 2nd security interest in all furniture, fixtures, and equipment now owned or hereafter acquired by the debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or office(s); (c) that a Corporate Guarantee shall be executed by Hawkeye Clinic of Sergeant Bluff, P.C.; (d) that Personal Guarantees shall be executed by Benjamin A. Uhl and Sarah E. Murray; and (e) that Woodbury County's security interest in the real estate described above shall be subordinate only to the prior security interest of Kingsley State Bank in the amount of $900,000.00.

6. Responsibility of Woodbury County. Woodbury County shall be responsible for the administration, monitoring and servicing of the loan from the inception of said loan through payment in full of all obligations to Woodbury County. All servicing actions of Woodbury County are expressly made subject to the terms of this Agreement, the Woodbury County Loan Program, and any promissory notes, security agreements and related instruments executed by and between Woodbury County, Borrower and Guarantors.

7. Borrower's Fees. Borrower shall be responsible for assuming all costs of closing, including attorney's fees and expenses incurred for filing or recording necessary to perfect a security interest in the assets of the Borrower. Borrower shall receive a written statement disclosing all fees and expenses associated with the loan closing.

8. Method of Repayment. Borrower shall repay the Woodbury County loan by making eighty-four (84) installment payments directly to Woodbury County at the address first written above in a sum including principal and interest computed as described in the promissory note evidencing said loan.

9. Additional Affirmative Covenants of Borrower. Borrower covenants, warrants, guarantees and represents:

(a) Borrower shall fully and faithfully repay the principal and interest due on all other debt of Borrower now existing or hereafter acquired.

(b) Borrower has the full power and authority to enter into this Agreement, undertake the borrowings provided for or reflected herein, and deliver the note or notes, and to execute and deliver the instruments and documents which may be required pursuant hereto; no consent or approval of any public authority or regulatory agency is required as a condition of validity of the obligation of Borrower under this Agreement; the note or notes or the documents or instruments contemplated hereby other than those consents or approvals which have already been obtained and copies of which have been delivered or will be delivered to Woodbury County pursuant to this or any ancillary agreements.

(c) There is no provision of any existing mortgage, indenture, contract, or agreement binding upon Borrower which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Agreement.

(d) That neither Borrower nor a close relative of such entity is an officer, director or person or group of persons controlling as much as ten percent of the voting power of Woodbury County. If during the terms of this Agreement, Borrower or its affiliates acquire, directly or indirectly, in excess of ten percent ownership or interest in Woodbury County, all sums due and owing pursuant to the note given in connection with the loan referred to herein shall immediately become due and payable.

(e) That Borrower will take all reasonable actions to provide and maintain hazard insurance in such amounts and for such coverages as shall be satisfactory to Woodbury County and will further purchase Federal Flood Insurance in amounts and coverages satisfactory to Woodbury County if it becomes located within a special flood hazard area as defined by FEMA during the term of this loan and Federal Flood Insurance is available.

(f) Borrower will annually submit to Woodbury County financial statements consisting of a Balance Sheet, Profit & Loss Statement, and Reconciliation of Changes in Net Worth for Cyclone Operations, LLC. In addition, Benjamin A. Uhl and Sarah E. Murray will annually submit a personal financial statement consisting of a Balance Sheet and Profit & Loss Statement. The statements will be certified as true and correct copies by Borrower. Financial statements may be requested more frequently if deemed necessary by Woodbury County for servicing purposes.

(g) Borrower, by executing this agreement, gives written consent to Kingsley State Bank and to Borrower's accounting service to allow the release of financial statements pertaining to Borrower to Woodbury County as may be requested.

10. Default and Acceleration. It is understood and acknowledged that in any one of the following events, all outstanding unpaid balances due and owing to Woodbury County shall immediately become due and payable without further notice to Borrower:

(a) Borrower shall file a petition in the U.S. Bankruptcy Court or an involuntary petition shall be so filed against Borrower.

(b) Breach of any of the covenants, promises or conditions of any note, security agreement or other agreement with the holder.

(c) A default by Borrower in the payment of the debt to Kingsley State Bank.

(d) Woodbury County, in good faith, deems itself insecure.

11. Conflicting Provisions. In the event of any conflict between any provision of this Agreement and any other document, instrument or agreement executed by and between Woodbury County and Borrower in connection with the financing described in Sections 1 and 2 above, the terms of such other document, instrument or agreement shall control.

12. Confidentiality. All financial statements or any other business or financial information of the Borrower, Benjamin A. Uhl, Sarah E. Murray, and Hawkeye Clinic of Sergeant Bluff, P.C. shall be kept confidential by Woodbury County to the fullest extent allowed by law.

NOTICE: ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) WITH THIS LENDER ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

IMPORTANT: *READ BEFORE SIGNING.* THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN YOU AND THIS LENDER.

IN WITNESS WHEREOF, the parties have executed this Loan and Servicing Agreement by their duly authorized representatives as of the date above first written.

Woodbury County, Iowa

By: _____
Mark Monson, Chairman

Cyclone Operations, LLC (Borrower/Debtor)

By: _____
Benjamin A. Uhl, Manager

By: _____
Sarah E. Murray, Manager

MORTGAGE

Recorder's Cover Sheet

Preparer Information:
Denise A. Wilson, SEDC, 617 Pierce Street, Suite 202, Sioux City, Iowa 51101, Phone: (712) 279-6430

Return Document To:
Woodbury County, County Courthouse, 620 Douglas Street, Sioux City, Iowa 51101, Phone: (712) 279-6525

Grantor(s):
Cyclone Operations, LLC

Grantee:
Woodbury County, Iowa

Legal Description:
See Page 2

MORTGAGE

THIS MORTGAGE is made between Cyclone Operations, LLC ("Mortgagor") and Woodbury County, Iowa ("Mortgagee").

1. Grant of Mortgage and Security Interest. Mortgagor hereby sells, conveys and mortgages unto Mortgagee, and grants a security interest to Mortgagee in the following described property:

a. Land and Buildings. All of Mortgagor's right, title and interest in and to the real estate situated in Woodbury County, Iowa and legally described as Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa (the "Land") and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land, subject to a first mortgage to Kingsley State Bank.

b. Personal Property. All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, Venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air-conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts additions, repairs, replacements and substitutes of, to, and for the foregoing (the "Personal Property").

c. Revenues and Income. All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the Land, Buildings and Personal Property, or any part thereof (the "Revenues and Income").

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the "Mortgaged Property"), together with all privileges, hereditament thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Mortgagee, its successors and assigns.

2. Obligations. This Mortgage secures the following (hereinafter collectively referred to as the "Obligations"):

a. The payment of the loan made by Mortgagee to Mortgagor evidenced by a promissory note dated June 3, 2015 in the principal amount of $100,000.00 with a due date of June 15, 2022, any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefore; and

b. All other obligations of Mortgagor to Mortgagee, now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety, including, but not limited to, future advances and amounts advanced and expenses incurred by Mortgagee pursuant to this Mortgage.

3. Representations and Warranties of Mortgagor. Mortgagor requests, warrants and covenants to Mortgagee that (i) Mortgagor holds clear title to the Mortgaged Property and title in fee simple in the Land; (ii) Mortgagor has the right, power and authority to execute this Mortgage and to mortgage, and grant a security interest in the Mortgaged Property; (iii) the Mortgaged Property is free and clear of all liens and encumbrances, except for real estate taxes not yet delinquent and except as otherwise stated in subparagraph 1a. herein; (iv) Mortgagor will warrant and defend title to the Mortgaged Property and the lien and priority of this Mortgage against all claims and demands of all persons, whether now existing or hereafter arising; and (v) all buildings and improvements now or hereafter located on the Land are, or will be, located entirely within the boundaries of the Land.

4. Payment and Performance of the Obligations. Mortgagor will pay all amounts payable under the Obligations in accordance with the terms of the Obligations when and as due and will timely perform all other obligations of Mortgagor under the Obligations. The provisions of the Obligations are hereby incorporated by reference into this Mortgage as if fully set forth herein.

5. Taxes. Mortgagor shall pay each installment of all taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Mortgagee proof of such payment within fifteen (15) days after the date in which such tax or assessment becomes delinquent.

6. Liens. Mortgagor shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Mortgagor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Mortgaged Property.

7. Compliance with Laws. Mortgagor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Mortgaged Property, any part thereof or the use thereof.

8. Permitted Contests. Mortgagor shall not be required to (i) pay any tax, assessment or other charge referred to in paragraph 5 hereof; (ii) discharge or remove any lien, encumbrance or charge referred to in paragraph 6 hereof, or (iii) comply with any statute, law, rule, regulation or ordinance referred to in paragraph 7 hereof, so long as mortgagors shall contest, in good faith, the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of Mortgagor's liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (A) the collection of, or other realization upon the tax, assessment, charge or lien, encumbrances or charge so contested, (B) the sale, forfeiture or loss of the Mortgaged Property or any part thereof, and (C) any interference with the use or occupancy of the Mortgaged Property or any part thereof. Mortgagor shall give prompt written notice to Mortgagee of the commencement of any contest referred to in this paragraph 8.

9. Care of Property. Mortgagor shall take good care of the Mortgaged Property; shall keep the Buildings and Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Mortgagor shall not make any material alteration to the Mortgaged Property without the prior written consent of Mortgagee.

10. Insurance.

a. Risks to be Insured. Mortgagor, at its sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Mortgagee may from time to time require, such insurance to have a "Replacement Cost" endorsement attached thereto, with the amount of the insurance at least equal to the balance of the Obligations. At Mortgagor's option, such policy may have a coinsurance clause of not less than 90% of replacement cost provided the policy contains an appropriate form of cost escalation endorsement. Mortgagor will at its sole cost and expense, from time to time, and at any time at the request of Mortgagee, provide Mortgagee with evidence satisfactory to Mortgagee of the replacement cost of Mortgaged Property. Mortgagor will maintain such other insurance as Mortgagee may reasonably require.

b. Policy Provisions. All insurance policies and renewals thereof maintained by Mortgagor pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Mortgagee, be payable to the parties as their interest may appear, contain a standard or union-type loss payable clause in favor of Mortgagee, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Mortgagee, and be reasonably satisfactory to Mortgagee in all other respects.

c. Delivery of Policy or Certificate. If requested by Mortgagee, Mortgagor will deliver to Mortgagee original policies satisfactory to Mortgagee evidencing the insurance which is required under this Mortgage, and Mortgagor shall promptly furnish to Mortgagee all renewal notices and, upon request of Mortgagee, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Mortgagor shall deliver to Mortgagee a renewal policy in form satisfactory to Mortgagee.

d. Assignment of Policy. If the Mortgaged Property is sold at a foreclosure sale or if Mortgagee shall acquire title to the Mortgaged Property, Mortgagee shall have all of the right, title and interest of Mortgagor in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

e. Notice of Damage or Destruction; Adjusting Loss. If the Mortgaged Property and any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagor in good faith not to exceed $25,000.00 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagor does hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

f. Application of Insurance Proceeds. All sums paid under any insurance policy required by this Mortgage shall be paid to Mortgagee, which shall, at its option, apply the same (after first deducting therefrom Mortgagee's expenses incurred in collecting the same including but not limited to reasonable attorney's fees) to the reduction of the Obligations or to the payment of the restoration, repair, replacement or rebuilding of Mortgaged Property that is damaged or destroyed in such manner as Mortgagee shall determine and secondly to the reduction of the Obligations. Any application of insurance proceeds to principal of the Obligations shall not extend or postpone the due date of the installment payable under the Obligations or change the amount of such installments.

g. Reimbursement of Mortgagee's Expenses. Mortgagor shall promptly reimburse Mortgagee upon demand for all of Mortgagee's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys fees, and all such expenses shall be additional amounts secured by this Mortgage.

11. Inspection. Mortgagee, and its agents, shall have the right at all reasonable times, to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property or any part thereof. Mortgagee shall, however, have no duty to make such inspection. Any inspection of the Mortgaged Property by Mortgagee shall be entirely for its benefit and Mortgagor shall in no way rely or claim reliance thereon.

12. Protection of Mortgagee's Security. Subject to the rights of Mortgagor under paragraph 8 hereof, if Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Mortgagee therein, or the title thereto, then Mortgagee, at Mortgagee's option, may perform such covenants and agreements, defend against or investigate such action or proceeding, and take such other action as Mortgagee deems necessary to protect Mortgagee's interest. Any amounts or expenses disbursed or incurred by Mortgagee in good faith pursuant to this paragraph 12 with interest thereon at the rate of 15% per annum, shall become an Obligation of Mortgagor secured by this Mortgage. Such amounts advanced or disbursed by Mortgagee hereunder shall be immediately due and payable by Mortgagor unless Mortgagor and Mortgagee agree in writing to other terms of repayment. Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other lien discharged in whole or in part by the Obligations or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Mortgage. Nothing contained in this paragraph shall require Mortgagee to incur any expense or do any act hereunder, and Mortgagee shall not be liable to Mortgagor for any damage or claims arising out of action taken by Mortgagee pursuant to this paragraph.

13. Condemnation. Mortgagor shall give Mortgagee prompt notice of any such action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Mortgagee the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Mortgagee is hereby authorized to intervene in any such action in the name of Mortgagor, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any expenses incurred by Mortgagee in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Mortgagee first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of that portion of the Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of Mortgagee.

14. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose the name and address of the debtor is the name and address of Mortgagor as set forth in paragraph 20 herein and the name and address of the secured party is the name and address of the Mortgagee as set forth in paragraph 20 herein.

15. Events of Default. Each of the following occurrences shall constitute an event of default hereunder ("Event of Default"):

a. Mortgagor shall default in the due observance or performance of or breach its agreement contained in paragraph 4 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.

b. Mortgagor shall make an assignment for the benefits of its creditors, or a petition shall be filed by or against Mortgagor under the United States Bankruptcy Code or Mortgagor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.

c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.

d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.

e. In the event of the sale or transfer of all or any part of the property, or any interest therein or beneficial interest to the Mortgagor, the entire then existing balance of the indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable in full immediately.

16. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Mortgagee may, at its option, after such notice as may be required by law, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

a. Mortgagee may declare immediately due and payable all Obligations secured by this Mortgage, and the same shall thereupon be immediately due and payable, without further notice or demand.

b. Mortgagee shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default to a secured party under the Iowa Uniform Commercial Code. If notice to Mortgagor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Mortgagor at least ten (10) days prior to the date of intended disposition.

c. Mortgagee may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of the Mortgagee appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as he may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Mortgagor only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Obligations.

17. Redemption. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statues of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successors in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16

of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

18. Attorneys' Fees. Mortgagor shall pay on demand all costs and expenses incurred by Mortgagee in enforcing or protecting its rights and remedies hereunder, including, but not limited to, reasonable attorneys' fees and legal expenses.

19. Forbearance not a Waiver, Rights and Remedies Cumulative. No delay by Mortgagee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by Mortgagee of any particular provisions of this Mortgage shall be deemed effective unless in writing signed by Mortgagee. All such rights and remedies provided for herein or which Mortgagee or the holder of the Obligations may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised concurrently, independently or successively in any order whatsoever, and as often as the occasion therefor arises.

20. Notices. All notices required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified or registered, addressed as follows:

a. If to Mortgagor, to:
Cyclone Operations, LLC
4601 Grayhawk Ridge Drive
Sioux City, IA 51106
Attn: Benjamin A. Uhl, Manager

b. If to Mortgagee, to:
Woodbury County, Iowa
620 Douglas Street, County Courthouse
Sioux City, IA 51101

or to such other address or person as hereafter designated in writing by the applicable party in the manner provided in this paragraph for the giving of notices.

21. Severability. In the event any portion of this Mortgage shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Mortgage is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable then such provision shall be deemed to be written, construed and enforced as so limited.

22. Further Assurances. At any time and from time to time until payment in full of the Obligations, Mortgagor will, at the request of Mortgagee, promptly execute and deliver to Mortgagee such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Mortgagee with respect to the Mortgaged Property, including, but not limited to, additional security agreements, financing statements and continuation statements. Any expenses incurred by Mortgagee in connection with the recordation of any such instruments shall become additional Obligations of Mortgagor secured by this Mortgage. Such amounts shall be immediately due and payable by Mortgagor to Mortgagee.

23. Successors and Assigns bound; Number; Gender; Agents; Captions. The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties. Words and phrases contained herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the contexts. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

24. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

25. Release of Rights of Dower, Homestead and Distributive Share. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property and waives all rights of exemption as to any of the Mortgaged Property.

26. Acknowledgment of Receipt of Copies of Debt Instrument. Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated this 3rd day of June, 2015.

Cyclone Operations, LLC

By: _____
Benjamin A. Uhl, Manager

By: _____
Sarah E. Murray, Manager

State of Iowa, County of Woodbury, SS:

On this 3rd day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin A. Uhl and Sarah E. Murray, to me personally known, who being by me duly sworn, did say that they are the Managers of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Members; and they acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

SEAL

_____
Notary Public in and for said State

WOODBURY COUNTY, IOWA
PROMISSORY NOTE

Amount: $100,000.00 Date: June 3, 2015
Maturity Date: June 15, 2022

For value received, the undersigned, Cyclone Operations, LLC, with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054, promises to pay to the order of Woodbury County, Iowa, c/o David Gleiser, with principal offices at 620 Douglas Street, County Courthouse, Sioux City, IA 51101, or at the holder's option, at such other place as may be designated from time to time by the holder, the sum of One Hundred Thousand--and--No/100's Dollars ($100,000.00) with interest thereon from the date first written above at the rate of two percent (2%) per year until paid in full, the first payment of $1,340.50 to be made on July 15, 2015, to be followed by principal and interest in the sum of $1,276.74 on the 15th of each month thereafter for 82 months and a final payment of $1,276.74 to be made on June 15, 2022.

Payment shall be applied first to interest; any balance thereof to be applied on principal. Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date without penalty.

Principal and interest not paid when due shall draw interest at the rate of fifteen percent (15%) per annum.

If default is made in the payment of this Note, or if Debtor fails to perform any covenant, promise or condition of any other Note, obligation or agreement with the holder, or if holder, in good faith, believes itself insecure, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder of this Note, and thereupon the undersigned agrees to pay all costs of collection, including reasonable attorney fees. Failure to exercise these options shall not constitute a waiver of the right to declare the entire principal amount of this Note and interest thereon due and payable at once at any subsequent time.

This Note is secured by all existing and future security interests contained in Security Agreements between the maker(s) and holder, or holder and any endorser, surety or guarantor of this Note, including, but not limited to, that certain Security Agreement dated June 3, 2015, between the maker(s) and holder and payment may be accelerated according to any of them.

Without affecting the liability of any maker, endorser, surety or guarantor, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral which is secured for the payment of this Note or agree not to sue any party liable. Any maker, endorser, surety or guarantor further agrees that the holder is not required to first resort for payment to any collateral.

Presentment, demand, protest, notice and diligence in bringing suit against any party are hereby waived by all persons signatory hereto, either as makers, endorsers, sureties or guarantors.

The undersigned acknowledges receipt of a copy of this document.

Cyclone Operations, LLC

By: _____
Benjamin A. Uhl, Manager

By: _____
Sarah E. Murray, Manager

CAVEAT: DO NOT USE THIS FORM IF THIS TRANSACTION IS A CONSUMER CREDIT TRANSACTION

SECURITY AGREEMENT - GENERAL FORM

1. **GRANT OF SECURITY INTEREST.** For value received, as security for the Obligations (as defined below) the undersigned ("Debtor") hereby grants to Woodbury County, Iowa ("Secured Party") a security interest in the property described in the paragraphs checked below:

[ ] All of Debtor's inventory now owned or hereafter acquired;

[ ] All of Debtor's accounts, now existing or hereafter arising, together with all interest of Debtor in any goods, the sale or lease of which give rise to any of Debtor's accounts, and all chattel paper, documents and instruments relating to accounts;

[ ] All of Debtor's general intangibles, now owned or hereafter acquired;

[x] All of Debtor's equipment now owned or hereafter acquired;

[ ] All of Debtor's farm products now owned or hereafter acquired;

[x] All of Debtor's fixtures on the real estate described in Paragraph 3 below;

[x] Property described as furniture

together with the proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for all of the foregoing. Debtor will promptly deliver to Secured Party, duly endorsed when necessary, all such chattel paper, documents and instruments and related guaranties, now on hand or hereafter received.

All such property in which a security interest is granted is herein called the "Collateral."

2. **OBLIGATIONS.** The aforesaid security interests secure payment and performance of the following obligations (the "Obligations"): a promissory note dated March 31, 2015 in the principal sum of $100,000.00 executed by Debtor in favor of Secured Party, and any additions, renewals, extension or advances therefrom together with all other obligations of Debtor to Secured Party now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses and attorneys' fees incurred pursuant to this Security Agreement.

3. **REAL ESTATE.** Any Collateral attached to, or grown upon, land (such as fixtures, crops, timber or minerals) will be grown upon or attached to the following described real estate:
Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa

_____ and the name of the record owner of such real estate (if other than Debtor) is: _____.

4. **COPY - FILING.** A carbon, photocopy or other reproduction of this Security Agreement may be filed as a financing statement. IF FOR FIXTURES, TIMBER OR MINERALS, SUCH A FILING SHALL BE FILED FOR RECORDING IN THE REAL ESTATE RECORDS.

5. **DEBTORS.** Each of the undersigned, if more than one, execute this Security Agreement as his, her, its, their joint and several obligation and it shall be binding upon and fully enforceable against either or both, or any or all of them, and reference herein to "Debtor" shall in such case be deemed to be plural, provided however that nothing contained herein shall extend personal liability under any of the Obligations as to which such Debtor is not otherwise liable.

6. **COLLATERAL.** Debtor represents, warrants and agrees:

a. All Collateral is bona fide and genuine and Debtor is authorized to grant a security interest in the Collateral, free and clear of all liens and encumbrances, except the security interest created hereby and except the security interest of Kingsley State Bank in the amount of $900,000.00 plus interest and other costs as provided in the applicable loan documents.

b. Debtor's principal place of operation is the address shown herein, and Debtor shall promptly give Secured Party written notice of any change thereof, unless prior written consent of Secured Party is obtained. All Collateral and all of the Debtor's business records are now kept, and shall continue to be kept, at such address, or if not, at _____.

THIS AGREEMENT SPECIFICALLY INCLUDES ALL OF THE ADDITIONAL PROVISIONS SET FORTH BELOW AND ON THE ADDITIONAL PAGES ATTACHED HERETO. DEBTOR ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS SECURITY AGREEMENT.

DATED: June 3, 2015

Cyclone Operations, LLC

By: Benjamin A. Uhl, Manager (Debtor)

By: Sarah E. Murray, Manager (Debtor)

105 Gaul Drive
Number and Street

Sergeant Bluff
City

Woodbury IA 51054
County State

ADDRESS OF SECURED PARTY (FROM WHICH INFORMATION CONCERNING THE SECURITY INTEREST MAY BE OBTAINED)

Woodbury County, Iowa
County Courthouse, 620 Douglas Street
Number and Street

Sioux City
City

Woodbury IA 51101
County State

1. REPRESENTATIONS AND AGREEMENTS. Debtor represents and warrants to Secured Party, and agrees that:

a. If a corporation or other business entity, Debtor is duly organized, existing, and is qualified and in good standing in all states in which it is doing business, and the execution, delivery and performance of this Security Agreement are within Debtor's powers, have been duly authorized, and are not in contravention of law or the terms of Debtor's charter, bylaws if any, or any indenture, agreement or undertaking to which Debtor is a party, or by which it is bound. If an individual, Debtor is of legal age. Debtor will not change his, her or its name, or identity unless written notice is given in advance to Secured Party.

b. Debtor shall maintain insurance upon the Collateral which is tangible property against all customarily insured risks for the full insurable value thereof (and furnish Secured Party with duplicate policies if Secured Party so requests), loss to be payable to Debtor and Secured Party as their respective interests may appear. The Secured Party's interest shall be protected in accordance with a standard or union-type loss payable clause. In the event of any loss or damage to any Collateral, Debtor will give Secured Party written notice thereof forthwith, promptly file proof of loss with the appropriate insurer and take all other steps necessary or appropriate to collect such insurance. If Secured Party so elects, Secured Party shall have full authority to collect all such insurance and to apply any amount collected to amounts owed hereunder, whether or not matured. Secured Party shall have no liability for any loss which may occur by reason of the omission or the lack of coverage of any such insurance.

c. Debtor shall at all times maintain Collateral which is tangible property in good condition and repair, defend at Debtor's expense all Collateral from all adverse claims and shall not use any of the Collateral for any illegal purpose.

d. Debtor shall (i) keep such books and records pertaining to the Collateral and to Debtor's business operations as shall be satisfactory to Secured Party; (ii) permit representatives of Secured Party at any time to inspect the Collateral and inspect and make abstracts from Debtor's books and records; and (iii) furnish to Secured Party such information and reports regarding the Collateral and Debtor's business operations and its financial status, as Secured Party may from time to time reasonably require. SECURED PARTY IS HEREBY AUTHORIZED TO REQUEST CONFIRMATION OF SUCH INFORMATION OR ADDITIONAL INFORMATION OF ANY KIND WHATSOEVER DIRECTLY FROM ANY THIRD PARTY HAVING DEALINGS WITH DEBTOR. SECURED PARTY IS FURTHER IRREVOCABLY AUTHORIZED TO ENTER DEBTOR'S PREMISES TO INSPECT THE COLLATERAL.

e. Debtor shall give such notice in writing (including but not limited to notice of assignment or notice to pay Secured Party directly) as Secured Party may require at any time to any or all account debtors, with respect to accounts which are Collateral, and, if Secured Party shall so request, deliver to Secured Party copies of any and all such notices.

f. Debtor shall promptly transmit to Secured Party all information that it may have or receive with respect to Collateral or with respect to any account debtor which might in any way affect the value of the Collateral or Secured Party's rights or remedies with respect thereto.

g. Unless in default under this Security Agreement, Debtor may sell inventory in the ordinary course of business and consume any raw materials or supplies, the use and consumption of which are necessary to carry on Debtor's business. Debtor shall not otherwise consume, assign or transfer any Collateral without prior written consent of Secured Party. The provision of this Security Agreement granting a security interest in proceeds shall not be construed to mean that Secured Party consents to any sale or disposition of any Collateral.

h. Debtor shall pay when due all taxes, assessments, and any other governmental levy which is, or may be, levied against any Collateral, and shall otherwise maintain the Collateral free of all liens, charges, and encumbrances (except liens set forth herein and the security interest created hereby)

i. Debtor shall not store any Collateral with any warehouseman without Secured Party's consent.

j. Debtor shall promptly, unless Secured Party shall waive such requirement in writing, deliver to Secured Party all certificates of title, if any, (or any other documents evidencing title) to all Collateral with such proper notations, assignments or endorsements as may be necessary or appropriate to create, preserve or perfect Secured Party's security interest in the Collateral.

k. Debtor shall, at its cost and expense, execute, deliver, file or record (in such manner and form as Secured Party may require) any assignment, financing statement or other paper that may be necessary or desirable, or that Secured Party may request, in order to create, preserve or perfect any security interest granted hereby or to enable Secured Party to exercise and enforce its rights hereunder or under any Collateral. Secured Party is further granted the power, coupled with an interest, to sign on behalf of Debtor as attorney-in-fact and to file one or more financing statements under the Uniform Commercial Code naming Debtor as debtor and Secured Party as secured party and describing the Collateral herein specified.

2. EXPENSES. Debtor upon demand shall pay to Secured Party forthwith the amounts of all expenses, including reasonable attorneys' fees and legal expenses, incurred by Secured Party in seeking to collect any sums secured hereunder or to enforce any rights in the Collateral. Such amounts shall be secured hereby, and if not paid on demand shall bear interest at the highest rate payable on any of the Obligations.

3. COLLECTION AUTHORITY ON ACCOUNTS. Debtor hereby irrevocably appoints Secured Party its true and lawful attorney, with full power of substitution, in Secured Party's name, Debtor's name or otherwise, for Secured Party's sole use and benefit, but at Debtor's cost and expense, to exercise, if Secured Party shall elect after an event of default has occurred (whether or not Secured Party then elects to exercise any other of its rights arising upon default) all or any of the following powers with respect to all or any accounts which are Collateral:

a. To execute on Debtor's behalf assignments of any or all accounts which are Collateral to Secured Party, and to notify account debtors thereunder to make payments directly to Secured Party;

b. To demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due upon or by virtue thereof;

c. To receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by Secured Party in connection therewith;

d. To settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

e. To sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof or the relative goods, as fully and effectually as if Secured Party were the absolute owner thereof; and

f. To extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

Any funds collected pursuant to such powers shall be applied to the payment of the Obligations. The exercise by Secured Party of, or failure to so exercise, any of the foregoing authority, shall in no manner affect Debtor's liability to Secured Party on any of the Obligations. Secured Party shall be under no obligation or duty to exercise any of the powers hereby conferred upon it and it shall be without liability for any act or failure to act in connection with the collection of or the preservation of any rights under any such accounts. Secured Party shall not be bound to take any steps necessary to preserve rights in any instrument or chattel paper against prior parties.

4. SET OFF. In the event of default hereunder, Secured Party, at its option at any time, and without notice to Debtor, may apply against the Obligations any property of Debtor held by Secured Party. As additional security for payment of the Obligations, Debtor hereby grants to Secured Party a security interest in any funds or property of Debtor now or hereafter in possession of Secured Party and with respect thereto Secured Party will have all rights and remedies herein specified.

5. WAIVER. Debtor waives protest, notice of dishonor, and presentment of all commercial paper at any time held by Secured Party on which Debtor is in any way liable, notice of non-payment at maturity of any account or chattel paper, and notice of any action taken by Secured Party except where notice is expressly required by this Security Agreement or cannot by law be waived.

6. DEFAULT. Debtor will be in default upon the occurrence of any of the following events: (a) failure to make the payment, when due and payable of any of the Obligations, (b) failure of the performance of any obligation or covenant contained or referred to herein, (c) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished (d) any event which results in the acceleration of the maturity of the indebtedness of Debtor or any guarantor or co-maker of any of the Obligations to others under any indenture, agreement or undertaking; (e) loss, theft, damage, destruction or encumbrance to, or of, the Collateral or the making of any levy, seizure of attachment thereof or thereon; (f) death of, dissolution of, termination of existence of, insolvency of, business failure of, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency law by or against, Debtor or any guarantor or co-maker of any of the Obligations; (g) the occurrence or nonoccurrence of any event or events which causes the Secured Party, in good faith, to deem itself insecure for any reason whatsoever.

In any such event Secured Party may at its option declare any or all of the Obligations to be due and payable and such sums shall then be due and payable immediately, without notice or demand.

7. RIGHTS AND REMEDIES ON DEFAULT. After the occurrence of any event of default, Secured Party may exercise at any time and from time to time any rights and remedies available to it under applicable law, including but not limited to the right to sell, lease or otherwise dispose of the Collateral and the right to take possession of the Collateral. FOR THAT PURPOSE SECURED PARTY MAY ENTER UPON ANY PREMISES ON WHICH THE COLLATERAL OR ANY PART THEREOF MAY BE SITUATED AND REMOVE IT. Secured Party may require Debtor to assemble the Collateral and make it available at a place to be designated by Secured Party which is reasonably convenient to both parties. If at the time of repossession any of the Collateral contains other personal property not included in the Collateral, Secured Party may take such personal property into custody and store it at the risk and expense of Debtor. Debtor agrees to notify Secured Party within forty-eight (48) hours after repossession of the Collateral of any such other personal property claimed, and failure to do so will release Secured Party and its representatives from any liability for loss or damage thereto. Any notice of intended disposition of any of the Collateral required by law shall be deemed reasonable if such notice is given at least ten (10) days before the time of such disposition. Any proceeds of any disposition by Secured Party of any of the Collateral may be applied by it to the payment of expenses in connection with the Collateral, including but not limited to repossession expenses and reasonable attorneys' fees and legal expenses, and any balance of such proceeds shall be then applied against the Obligations and other amounts secured hereby in such order of application as Secured Party may elect.

8. GENERAL

a. Secured Party may, as its option, pay any tax, assessment, or other Governmental levy, or insurance premium or any other expense or charge relating to Collateral which is payable by Debtor (and not timely paid by it), and further may pay any filing or recording fees. Any amount or amounts so paid, with interest thereon at the highest rate payable on any of the obligations (from the date of payment until repaid) shall be secured hereby and shall be payable upon demand.

b. Secured Party shall not be deemed to have waived any of its rights hereunder or under any other agreement, instrument or paper signed by Debtor unless such waiver be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

c. Any notice, if mailed, shall be deemed given when mailed postage prepaid, addressed to Debtor at its address shown above, or at any other address of Debtor appearing on Secured Party's records.

d. Covenants, representations, warranties and agreements herein set forth shall be binding upon Debtor, its legal representatives, successors and assigns. This Security Agreement may be assigned by Secured Party and all rights and privileges of Secured Party under this Security Agreement shall then inure to the benefit of its successors and assigns.

e. If any provision of this Security Agreement shall be for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

f. If Debtor is a guarantor, endorser, co-maker, or an accommodation party with respect to the Obligations, Debtor hereby waives the benefit of any and all defenses and claims of damage which are dependent upon Debtor's character as a party other than the maker. Each party to any of the Obligations hereby consents to and waives notice of (1) any and all extensions (whether or not for longer than the original period) granted as to the time of payment of any or all of the Obligations, and (2) any renewal of any or all of the Obligations.

g. This Security Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity, and performance, shall be governed by the law of Iowa.

h. Unless otherwise defined or the context otherwise requires, all terms used herein which are defined in the Iowa Uniform Commercial Code shall have the meanings therein stated. The rights and remedies herein conferred upon Secured Party shall be in addition to, and not in substitution or in derogation of, rights and remedies conferred by the Iowa Uniform Commercial Code and other applicable law.

i. All words and phrases used herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, as the context may require.

j. Captions are inserted for convenience only and shall not be taken as altering the text.

k. Debtor authorizes the Secured Party to file financing statements without a signature.

l. Debtor represents that it will not at any time change its name, location or organizational structure without notice to and consent from the Secured Party.

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

Date: 5-21-15

Weekly Agenda Date: 5-26-15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Mike Headid

SUBJECT: Awarding Bid for Trosper/Hoyt upgrade

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: award Bid

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT: Building refaced

RECOMMENDATION: award Bid to get the Job done.

ACTION REQUIRED / PROPOSED MOTION:

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

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

Date: __May 19, 2015_____

Weekly Agenda Date: _May 26, 2015__

DEPARTMENT HEAD / CITIZEN: _____Supervisor Jeremy Taylor_____

SUBJECT: **CFI Traffic Flow**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Information on Sheriff and CF Industries routing of employees for public safety concern, economic development, and fiscal responsibility.

EXECUTIVE SUMMARY: In order to mitigate potential issues, the Sheriff's Department employed overtime deputies in order to help route traffic and a discussion should ensue to gauge metrics and quantifiable data as well as see about the long-term financial sustainability of a $18,422 per month.

BACKGROUND: Traffic reportedly took longer than an hour coming and going from CFI. The Sheriff's Department has provided two initial updates, and the County Engineer reported that there had been improvements from a public safety perspective since the inception of them taking over. Furthermore, rerouting and utilizing a combination of personnel and yield signs along with an increased parking lot speed limit seems to have helped. Knowing the new routes and key "lessons learned' would be helpful for the Board.

FINANCIAL IMPACT: None

RECOMMENDATION: Please have the following departments represented: Sheriff, Budget Analyst, County Engineer, and an invited representative from CF Industries.

ACTION REQUIRED: None

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

Date: __May 19, 2015_____

Weekly Agenda Date: _May 26, 2015__

DEPARTMENT HEAD / CITIZEN: _____Supervisor Jeremy Taylor_____

SUBJECT: **Resolution Congratulating City of Sioux City**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: Resolution Congratulating and Thanking City of Sioux City

EXECUTIVE SUMMARY: The City of Sioux City is due congratulations and thanks for its good work in economic development, efforts to help military servicemen and women, and City-County cooperation.

BACKGROUND: see resolution below

FINANCIAL IMPACT: None

RECOMMENDATION: "I move the Resolution dated May 26, 2015 congratulating and thanking the City of Sioux City for its economic development efforts, efforts to help employ local servicemen and women, and renewed City-County cooperation."

ACTION REQUIRED: Approve resolution below and have it delivered to the City Council if they are represented at our meeting. If no member is present, I would request permission to bring this to the next City Council meeting.

WOODBURY COUNTY, IOWA

RESOLUTION NO._____

WHEREAS, the City of Sioux City recently landed the largest economic development project in Sioux City history with two major pork producers, Seaboard Food and Triumph Foods, pledging to invest $264 million in a new plant that initially will employ 1,100 workers, and generating a significant amount of revenue within Woodbury County, and

WHEREAS, the City of Sioux City is the largest city in Woodbury County with over 82,000 of Woodbury County's 102,271 residents and such a project will have tremendous benefit on the opportunities including the real potential to enhance the quality of life, and

WHEREAS, the City of Sioux City has recently been designated a Home Base Iowa Community in support of hiring job-seeking veterans and is only the second Iowa city to receive such designation, and

WHEREAS, the City of Sioux City and Woodbury County have recently through a spirit of mutual cooperation collaboratively met on joint volume purchases, service contracts for elevators, a roof replacement program, bidding lists, emergency services,

Now be it resolved that the Woodbury County Board of Supervisors congratulates and thanks with sincere appreciation the City Council of Sioux City for its economic development and military services efforts and looks forward to the spirit of cooperation and collaborative effort in order to improve the quality of life in our community.

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

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

Date: __May 19, 2015_____

Weekly Agenda Date: _May 26, 2015__

DEPARTMENT HEAD / CITIZEN: _____Supervisor Jeremy Taylor_____

SUBJECT: **New Vision Statement for Woodbury County**

ACTION REQUIRED:

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

WORDING FOR AGENDA ITEM: New Vision Statement for Woodbury County

EXECUTIVE SUMMARY: The vision statement that is presented below will help keep a clear focus, especially as it relates to the direction of leadership on behalf of the Board of Supervisors and has implications for evaluations, increased performance measures, and continuous improvement.

BACKGROUND: See resolution below. In discussions with Ed Gilliland, HR Director, I understand that the current vision statement has been around since approximately 1993. The 22-year-old statement does have some merit in discussing technology but has a focus for the Tri-state area and can be strengthened and improved to reflect the current direction of the Board.

FINANCIAL IMPACT: None

RECOMMENDATION: "I move the vision statement below be adopted by Woodbury County."

ACTION REQUIRED:

By committing to excellence and reaching new heights in continued process improvement, Woodbury County will provide outstanding customer service in order to enhance the quality of life. Woodbury County upholds the public trust and is a careful steward of taxpayer dollars, natural resources, and our historic heritage. Through both leadership and cooperation we pursue opportunities for our county to grow so that Woodbury County is the best place to visit, and in which to live, work, and raise a family.

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

Date: May 21, 2015

Weekly Agenda Date: May 26, 2015

DEPARTMENT HEAD / CITIZEN: Orton Slough Drainage District

SUBJECT: **Consideration of award of quotation for Orton Slough Drainage District Repairs**

ACTION REQUIRED:

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

Consideration X

WORDING FOR AGENDA ITEM: Consideration of approval of the contract for repairs of the Orton Slough drainage district tile line and intakes.

EXECUTIVE SUMMARY: The Board of Supervisors, serving as drainage district trustees, accepted a quotation for replacement of damaged intakes and tile lines on the Orton Slough drainage district on May 12, 2015. The Trustees are being presented with a contract for the work based on the quotation submitted by L.A. Carlson Company.

BACKGROUND: Quotation was accepted and approved May 12, 2015.

FINANCIAL IMPACT: Project work will be paid by drainage district assessment.

RECOMMENDATION: Recommend approval of the contract for repairs on behalf of the drainage district.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the contract for Orton Slough repairs and direct the chair to sign the contract on behalf of the drainage district.

Approved by Board of Supervisors March 3, 2015.

CONTRACT

Kind of Work Orton Slough Inlet Repairs

Project No. Orton Slough Repair 2015 County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Mark Monson, Larry Clausen, Jaclyn Smith, Matthew A. Ung and Jeremy Taylor , Contracting Authority and L.A. Carlson Construction of Merrill, Iowa , Contractor.

WITNESSETH: That the Contractor, for and in consideration of ---------- Thirty Two Thousand Two Hundred Fifty and 00/100 ($32,250.00) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
Orton Slough Inlet Repair 2015		Group 1		
1.	Mobilization	1 Job/LS	$2,000.00	$2,000.00
2.	Furnish and Install 24" 1500 OD Reinforced Concrete Pipe	200 LF	$75.00	$15,000.00
3.	Furnish and Install 24" Steel Riser Intake	1 Job	$3,500.00	$3,500.00
4.	Furnish and Install Intake, Precast Concrete Manhole (SUDAS SW-402)	1 Job	$6,500.00	$6,500.00
5.	Intake Surface Grading	1 Job	$2,000.00	$2,000.00
6.	Rubbish Pickup & Disposal	1 Job	$1,250.00	$1,250.00
7.	Wetland Seeding & Fertilizing	0.50 Acre	$4,000.00	$2,000.00
	TOTAL BID			**$32,250.00**

Said specifications and plans are hereby made part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Engineer under date of _____, 2015

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. __ in Woodbury _____ County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Completion Date	Number of Working Days
		September 15, 2015	

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine, and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as the _____ day of_____, 20_____

Dixon Construction

By_____

Date _____

Contracting Authority: Woodbury County, Iowa

By_____
Mark Monson Chairperson

Date _____

NACo National Association of Counties
The Voice of America's Counties

MEMORANDUM

ELECTION OF SECOND VICE PRESIDENT

MAY 15 2015 PM3:2

To: County Board Chairpersons, Parish Presidents, Borough Mayors, County Judges, Elected County Executives and County Clerks
From: Riki Hokama, NACo President
Date: May 8, 2015
Subject: Voting Credentials – 2015 Annual Conference

NACo is preparing for the 80th Annual Conference to be held July 10-13, 2015, in Mecklenburg County, N.C. It is important that your county participates in the association's annual election of officers and policy adoption. **In order to participate, a county must have paid its membership dues and have one paid registrant for the conference, according to NACo bylaws.**

Please read the enclosed information carefully. Indicate on the credentials form the name of the county voting delegate and alternate authorized to pick up your county's voting materials.

A checklist is enclosed to assist you in filling out the voting credentials form. Additionally, **the chief elected official of your county must sign the form.** A chief elected official may include the following:

- board chair/president
- mayor
- county judge
- **elected** county executive

*Please fill out this form in advance and mail, fax or scan and e-mail the enclosed form by **FRIDAY, JUNE 19.***

If no one from your county is planning to register for the conference, you do not have to turn in the credentials form.

Alex Koroknay-Palicz - Fax (202) 393-2630

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave, NW, Suite 500
Washington, DC 20001

AKPalicz@naco.org

Membership Coordinator, Alex Koroknay-Palicz, can be reached at 888.407.NACo (6226) x291, his direct line at 202.942.4291 or *akpalicz@naco.org*. We look forward to seeing you in Mecklenburg County!

2015 General Voting Frequently Asked Questions

On what issues or for which candidates do counties/parishes/boroughs vote?
Counties vote on resolutions that set NACo legislative and association policy for the coming year. Delegates also elect NACo officers for the coming year. The position of second vice president is usually the one position that is contested.

How can my county vote?
A county must be a NACo member "in good standing" in order to vote. This means your county's dues for 2015 must be paid before the voting occurs. **Also, the county must have at least one paid registration for the annual conference and have proper credentials.**

What are credentials?
Credentials attest to a county's eligibility to vote. Credentials contain information on the number of votes a county is eligible to cast, as well as the identity of the delegate that is authorized to cast the county's vote.

How is the credentials form distributed?
The form is mailed to the clerk and chief elected official of member counties so that the county can provide the name of the voting delegate to NACo. Conference registrants will receive an e-mail with a link to the credentials form as well. Only counties that have paid their 2015 NACo dues will receive a credentials form. This form is mailed in May. Please return this form by Friday, June 19, 2015.

Why did I receive a credentials form?
You are receiving this form because you are the chief elected official at your county, your county's clerk, or you registered for the 2015 NACo Annual Conference. If you wish to vote, please bring the credentials form to your chief elected official to fill out and return to us. Please see this packet for more instructions on the form.

My county has misplaced the credentials form. What should I do?
The credentials form will be available in the Elections and Voting Credentials section of the NACo website (*www.naco.org/credentials*) shortly after it is mailed. A member login is required to download and print the form. After you download, print, and fill out the form correctly, you can return it to NACo. Please call Alex Koroknay-Palicz at 888.407.NACo (6226) x291 if you need assistance.

If my county is not registering for the Annual Conference, does my county have to send in the credentials form?
No. Only counties who register are able to vote. Please do not return the credentials form to the NACo office if your county does not plan to register for the Annual Conference.

What is a voting delegate?
A voting delegate is someone authorized by your county/parish/borough board to pick up a ballot and cast your county's votes at the annual conference. The delegate must have a paid registration to the conference.

Who may be a voting delegate?
Any elected or appointed official or staff member from your county/parish/borough may be a voting delegate. That decision is up to your county board.

What is an alternate?
An alternate is another elected or appointed official or staff member from the county delegated by the county to pick up and cast its ballot. The alternate must have a paid registration to the conference.

- The delegate OR alternate listed on the credentials form may pick up your county's ballot.

My county has only one person attending the conference. Does my county have to designate an alternate?
No. It is not necessary to list an alternate if a delegate is named.

Whose ballots may the state associations of counties/parishes/boroughs receive?
Your state association of counties/parishes/boroughs is allowed to pick up any unclaimed ballots from counties/parishes/boroughs that have registered delegates. The pick-up for state associations is Sunday afternoon during the conference. The state association may then cast those ballots in the election.

My county does not want our state association to pick up our votes. How does my county go about indicating this decision?
You must check the box that says "*If my ballot is not picked up, I DO NOT AUTHORIZE my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.*"

- Remember that your county's votes will not be cast at all with this option if your delegate does not pick up the ballot.

If I do not get my credentials form into the NACo office by June 19, may I become credentialed on site at the conference?
Yes. You may bring the original credentials form signed by your chief elected official or fill out the on-site ballot form. By signing the on-site ballot form you declare that you and the other conference attendees from your county have agreed that you are the voting delegate for your county. You must be registered for the conference to be able to vote.

What would happen if more than one registered attendee from my county fills out the on-site ballot form?
If there is confusion as to who the authorized delegate is, and more than one person claims to be your county's authorized delegate, officials from your county will need to resolve the dispute by 5 p.m. EDT on Sunday July 12, 2015. Unless the dispute is resolved, your county's votes will not be counted. To resolve the dispute, all registrants who filled out the on-site ballot form need to agree as to who is authorized to cast their county's votes and communicate that to Alex Koroknay-Palicz at the credentials desk by 5 p.m. EDT on July 12.

How do I get my ballot?
When you submit your credentials form NACo staff prints out a paper ballot to bring to the NACo Annual Business Meeting. In order to vote you will need to pick up this paper ballot at the NACo Credentials Desk. Your county has until 1 p.m. on Sunday July 12 to come to the Credentials Desk and pick up your ballot. If you do not pick it up by 1 p.m. your state association can then pick up your vote until 5 p.m. unless you check the box on the form to not permit them. If you check that box and do not pick up your own ballot your county WILL NOT be permitted to vote.

What would happen if I've picked up my ballot, but I need to leave before the election on Monday?
If you have picked up the ballot for your county but won't be present to cast it at the NACo Annual Business Meeting on Monday morning, you can give that ballot to a delegate from your same county, from another active member in your state, the head of your state delegation, or your state association president or president's designee. To do this, you (transferer) and the person you are handing the ballot to (transferee) must sign the Record of Ballot Transfer form on the back of your ballot.

My county won't be attending this year's Annual Conference, can we still vote?
Yes. Your county can still have its votes counted without attending the conference, but one person from your county still needs to register. You must have at least one person registered by 12 PM EDT on July 7. If you register, do not plan to attend and wish to vote, you MUST designate your state association president as your delegate on the Credentials Form. Your state association president or his/her designee will pick up and cast your ballot.

How does NACo determine the number of votes each county receives?
The number of votes is determined by the amount of dues a county pays. Dues are based on population. All counties are entitled to at least one vote. Members with more than $499 in dues are entitled to one additional vote for each additional $500 in dues or fraction thereof paid in the year the meeting is held.

- Counties with dues of $400 to $499 receive one vote.
- Counties with dues of $500 to $999 receive two votes, and so on.
- The maximum number of votes a county can receive is 121.

My county has 10 votes. How can our 25 commissioners divide or share the votes?
That is up to your county. NACo has no rule as to how counties decide to allocate their votes. Counties may split their vote amongst the candidates running for second vice president if it is desired.

I've heard the term "unit vote" used. What is that?
Some states, by custom or policy, cast all of their votes as a block or "unit." State associations typically have a meeting before the election to determine how they will handle the voting process.

- Check with your state association regarding the time, date and location of this meeting.
- NACo bylaws permit each county to cast its vote as it chooses. Your county does not have to vote with your state association should you so choose.

When does the voting take place?
This year's election will be held on Monday, July 13, 2015 at 10:30 a.m. at the NACo Annual Business Meeting.

How does the voting occur?
Votes are cast by state, not by state association. Counties from a state sit together as a delegation. The reading clerk will call out states at random. A state appointed representative will approach the microphone and call out that state's vote. This will continue until one of the candidates has a majority (50 percent plus 1) of the total number of votes being cast. Voting may still continue after the fifty percent plus one mark has been reached.

What is a roll call?
Roll call is a way of voting for NACo resolutions to be passed. If a roll call is necessary, the names of the states will be read out in alphabetical order by the reading clerk. A state appointed representative will approach the microphone and call out that state's vote as "yes" or "no." This will continue until all votes have been cast.

What happens if there is a dispute over the election process?
It is rare, but sometimes irregularities occur with how votes are cast or counted, or how the credentialing process is conducted. As a safeguard elections may be challenged during the voting process at the NACo Annual Business Meeting. Challenges are allowed under two circumstances. A voting delegate may challenge the vote for his/her state, and his/her state only. A candidate running to become a NACo officer may challenge the vote of any state. If a challenge is made, the NACo Credentials Committee may audit the ballots of a state delegation to ensure that the number of votes the state is casting matches the number of ballots the state has. The committee may also audit the ballot transfer records on the back of each ballot and the State Voting Totals Form, which is a form states fill out showing the number of votes cast for each candidate.

NACo 2015
Credentials (Voting) Form

NACo National Association of Counties

▶ Please complete and **RETURN FORM BY JUNE 19, 2015** to:

Credentials Committee / NACo / Attn: Alex Koroknay-Palicz
25 Massachusetts Avenue, NW, Suite 500 / Washington, DC 20001

▶ You may also fax this form to **202.393.2630** ... or scan and e-mail this form to: **akpalicz@naco.org** ... or have the voting delegate(s) carry it with him/her to the conference and present it at the Credentials Desk.

▶ If you do not plan on registering for the 2015 Annual Conference, **there is no need to fill out and return this form.** Your county/parish/borough **MUST** have at least one paid conference registration to be able to vote.

▶ If you are registering for credentials on-site, you will need to fill out the on-site ballot form. By signing this form you are declaring that you and the other conference attendees from your county have agreed that you are the voting delegate for your county.

▶ If your ballot is not picked up at the 2015 Annual Conference the President of your State Association will pick up and cast your county's votes unless you check the box below.

❑ If my ballot is not picked up, **I DO NOT AUTHORIZE** my state association to pick up or cast my county's vote. I understand that my county's votes will NOT be cast if I select this option.

Please type or print in block letters.

County / Parish / Borough

State

Name your county/parish/borough's delegate(s)
Please assign a delegate **from your county/parish/borough.**

Designated County Delegate

First Name

Last Name

Job Title/Position

County Alternate

First Name

Last Name

Job Title/Position

*Please note: This form must be signed by the **CHIEF ELECTED OFFICIAL** from your county.*
Submissions without an appropriate signature will not be accepted.

Signature of Chief Elected Official
(Board President/Chair/elected County Executive/Judge/Mayor)

Date

Cell Number

Print Name

Title

Credentials Checklist

Please use the following checklist before returning the credentials form.

YES NO Has my county/parish/borough paid its 2015 NACo dues?

If no, please contact NACo's Membership department at 888.407.NACo (6226). 2015 dues must be paid before votes may be cast.

YES NO Has my county/parish/borough registered or at least one person from my county/parish/borough paid the registration fee to attend the conference?

If no, STOP. The county must have at least one paid conference registrant to cast a ballot, according to NACo's bylaws. If no one from your county is registered for the conference, your county may not vote in the election. If your county does not plan on registering for the conference, you do not need to turn this credentials form back in to the NACo office.

If you have answered "YES" to both of the above questions, please continue.

YES NO Has my county designated a voting delegate and alternate, if applicable?

Only ONE alternate may be designated per county. If more than one alternate is designated per form, only the first will be counted as the credentialed voting alternate.

YES NO Has the chief elected official of my county/parish/borough (board chair, mayor, parish president, elected county executive) signed the credentials form?

*If you have answered **yes** to **all** questions, please either fax, mail **or** scan and e-mail the credentials form by Friday, June 19, 2015 to:*

Alex Koroknay-Palicz
Fax # (202) 393-2630

Or:

Credentials Committee
Attn: Alex Koroknay-Palicz
National Association of Counties
25 Massachusetts Ave., NW, Suite 500
Washington, DC 20001

Or:

AKPalicz@naco.org

If you have questions call or e-mail Alex Koroknay-Palicz at 888.407.NACo (6226) or his direct line: (202) 942-4291. E-mail: *akpalicz@naco.org*

WOODBURY COUNTY TEEN COURT

QUARTERLY REPORT

There are currently 13 juveniles actively involved with Teen Court caseload within the purview of the Woodbury County Teen Court Diversion program. I have conducted 36 hearings in this quarter.

Since the last report in February 2015, the average age of our clients is 15.9 years of age. Gender breakdown includes 2 females and 11 male youth offenders. Ethnicity is as follows: 3 Latino, 2 African American, one Asian and 7 Caucasian offenders. One hundred and thirty four hours of community service has been assigned, with 90 hours completed this quarter. Three other offenders have successfully completed their contracts since February's report, with no recidivism or re- offending.

A part of teen court, four youth were assigned Mental Health evaluations and substance abuse counseling. All have completed evaluations, and three continue receiving counseling as part of their recovery.

Eight youth have written apology letters to their victims, with one in mediation as part of the panel's restorative justice initiative. In other words – A win-win for both victim and the youth charged. Three detention tours for offenders have occurred with one additional tour pending.

Home and school visits are conducted weekly, school visits include gathering records including grades and attendance; and meeting with the student. Six urinalysis tests have been performed at Trosper-Hoyt and $328 dollars of restitution has been assigned by Teen court and all offenders have fulfilled their debt to their victims. School breakdown of students involved in Teen Court is as follows:

4 West High Students

3 East High Students

3 North High Students

2 alternative schools including Sergeant Bluff

1 Siouxland Christian School student

The charges pending of current students are as follows

1. Aggravated Assault
2. Possession of a Controlled Substance, Carry a concealed weapon in school
3. Under the influence on school grounds (Marijuana)
4. Theft 5th (3 counts)
5. Serious Assault
6. OMVWOC
7. Trafficking stolen weapons
8. Keeping a disorderly house
9. Interference with Official Acts
10. Frequenting a disorderly house
11. Burglary 3rd

All but one referral has been made by Juvenile Court officers as a way to divert youth away from formal court hearings and incarceration in the Woodbury County Juvenile Detention Center. I meet weekly with all Juvenile Court teams to update them on their client's progress and to staff new referrals.

During this quarter, I received 13 mental health commitments and subsequent hearings have been performed in the absence of Mike Arndt (Mental Health Coordinator). He has been gone 10 days this year-to-date with 104 hours of vacation requested and approved for the time period from May 26th through June 30th, during which time I will be responsible for all aspects of his job duties.

Please join us for the dedication of
THE SHEPHERD'S GARDEN
Thursday, May 28
3:00 P.M.
Corner of
6th & Jackson
SHEPHERD'S GARDEN
A permanent Christian-based green space to encourage
spiritual respite and reflection for the community.

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 11, 2015		**20**
May 12, 2015	**20**	**19**
May 13, 2015	**19**	**19**
May 14, 2015	**19**	**19**
May 15, 2015	**19**	**19**
May 16, 2015	**19**	**19**
May 17, 2015	**18**	**18**
May 18, 2015	**18**	

The Center averaged 18.9 residents per day during the 6:00 a.m. head count and 19 during the 6:00 p.m. count for a weekly average of 19 youths per day during the above week.

Of the eighteen youths detained on May 18, 2015 at 6:00 a.m. nine or fifty percent were identified gang members. Of the nine, four or forty four percent were identified as hard-core members.

We are current detaining six BIA and four Dakota County youths.

Mark Olsen

Director
WCJDC
May 18, 2015

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

DATE	Day	DAILY TOTAL	LEC	ELECTRONIC MONITORING	PRAIRIE HILLS	FEDERAL PRISONERS
5/9/15	Saturday	219	189	19	11	20
5/10/15	Sunday	231	201	19	11	20
5/11/15	Monday	211	184	19	8	20
5/12/15	Tuesday	204	176	19	9	19
5/13/15	Wednesday	209	177	19	13	20
5/14/15	Thursday	210	179	20	11	22
5/15/15	Friday	203	172	20	11	22
		1487	1278	135	74	143

24 HOUR DAILY COUNT

DATE	TOTAL	MALE	FEMALE
5/9/15	231	192	39
5/10/15	266	224	42
5/11/15	235	192	43
5/12/15	222	185	37
5/13/15	226	182	44
5/14/15	234	191	43
5/15/15	223	180	43
	1637	1346	291

*Highest population count each day