

AGENDA

Woodbury County Board of Supervisors

SPECIAL MEETING

DATE: Monday, June 22, 2015

TIME: 3:30 p.m.

WHERE: Board of Supervisors Meeting Room

3:30 p.m. Interview for Building Services Superintendent Position Closed Session {Iowa Code 21.5(i)}

4:30 p.m. Interview for Building Services Superintendent Position Closed Session {Iowa Code 21.5(i)}

ADJOURNMENT



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JUNE 23, 2015) (WEEK 26 OF 2015)

Agenda and Minutes also available at
www.woodburyiowa.com

Larry D. Clausen 389-5329 lclausen@sioux-city.org	Mark A. Monson 204-1015 mark@mudflap.com	Jaclyn D. Smith 898-0477 jasmith@sioux-city.org	Jeremy J. Taylor 259-7910 jeremytaylor@cableone.net	Matthew A. Ung 490-7852 matthewung@sioux-city.org
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 23, 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

- 4:15 p.m.**
1. Closed Session General Relief Appeal Hearing for J. G. {Iowa Code Section 21.5(1)(a)}
Board Room, First Floor
 2. Closed Session General Relief Appeal Hearing for M. O. {Iowa Code Section 21.5(1)(a)}
Board Room, First Floor
- 4:30 p.m.**
3. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
 4. Citizen Concern Information
 5. Approval of the agenda (June 23, 2015) Action
 6. Approval of the minutes of June 16, 2015 meeting Action
 7. Discussion and approval of claims Action
 8. Human Resources – Ed Gilliland
 - a. Approval of Memorandum of Personnel Transactions Action
 - b. ISAC HIPPA training, discussion and action Action
 9. Board Administration – Karen James
Approval of resolution for notice of property sale Action

10. Secondary Roads – Mark Nahra
- 5:00 p.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
- 5:05 p.m. (Set time) b. Receive and consider bids for crushing stockpiled PCC and HMA material at Luton and Correctionville storage areas. Action
- c. Receive and consider quotations for one new tandem axle dump truck for the Secondary Road Department for FY 2016 purchase Action
- d. Consideration of permits for work within the Highway Right of Way for City of Cushing for an Old Fashion Wednesday night event Action
- e. Consideration of permits for work within the Highway Right of Way for City of Lawton/Family Group for a 5K community race Action
- f. Consider approval of Project Agreement for Port Neal Circle pavement replacement, RC-CO97(130)—9A-97 Action
- g. Consider approval of Preconstruction Agreement for the County Route D65-Interstate 29 overpass bridge repair project Action
- h. Consideration of award of a quotations from Steffen Equipment for a hydraulic front mounted plow for the Secondary Road Department Action
- i. Receive and consider quotations for two new Motor Graders for the Secondary Road Department for FY 2016 purchase Action
11. County Sheriff – Dave Drew
- a. Approval of 2015 Interlocal Agreement between the City of Sioux City, Iowa and Woodbury County, Iowa for Byrne Justice Assistance Grant Program Award Action
- b. Discussion and action on going traffic control at CF Industries Action
12. Rural Economic Development – David Gleiser
Approval of Investing in Woodbury County RLF – Sergeant Bluff Eye Care, Revised closing documents Action
13. Siouxland District Health – Kevin Grieme
Clinic remodel project – Siouxland District Health Department Information
14. Board Administration – Dennis Butler & County Auditor’s Office – Jean Jessen
- a. Discuss and approve the 2014 Business Property Tax Credits payable 2015/2016 approved by the City Assessor Action
- b. Discuss and approve the 2014 Business Property Tax Credit payable 2015/2016 disallowed by the City Assessor Action
- c. Discuss and approve the 2014 Business Property Tax Credit payable 2015/2016 approved by the County Assessor Action
- d. Approve a 12-month Cigarette/Tobacco Permit for Heritage Express, 1501 330th St., Sloan, Iowa, effective 07/01/15 through 06/30/16 Action
15. Board of Supervisors – Jeremy Taylor
LED Potential for Woodbury County Information
16. Reports on committee meetings Information
17. Citizen’s Concerns Information
18. Board Concerns and Comments Information

ADJOURNMENT

CALENDAR OF EVENTS

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, Merville, Iowa
TUESDAY, JUNE 23	1:30 p.m. Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
MONDAY, JULY 6	6:00 p.m. Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, JULY 7	4:00 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
THURSDAY, JULY 2	5:00 p.m. Conservation Board Meeting, Little Sioux Park Heritage Shelter
WEDNESDAY, JULY 8	8:05 a.m. Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
	8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill
THURSDAY, JULY 9	7:00 p.m. Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, JULY 14	10:00 a.m. Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, JULY 15	12:00 noon Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, JULY 16	11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
TUESDAY, JULY 21	4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Ave.
MONDAY, JULY 27	6:00 p.m. Zoning Commission Meeting, Board of Supervisors' Chambers
TUESDAY, JULY 28	2:00 p.m. Decat Board Meeting, Western Hills AEA, Room F

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.



A G E N D A*

(TENTATIVE)

SPECIAL MEETING

WOODBURY COUNTY BOARD OF SUPERVISORS MOVILLE CITY COUNCIL

**Wednesday, June 24, 2015
Moville Community Center
815 Main St., Moville, Iowa
4:30 p.m.**

ITEMS OF BUSINESS

Presentation of resolution to William Tjeerdsma
Opening Statements
Moville Presentation
County Presentation
County/Moville Discussion
Citizen Input
Closing

ADJOURNMENT

- *Subject to Additions/Deletions*

JUNE 16, 2015 — TWENTYFIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

6

The Board of Supervisors met on Tuesday, June 16, 2015 at 4:30 p.m. Board members present were Cl Taylor, Smith, and Ung. Staff members present were Karen James, Board Administrator, Dennis Butler, Controller, Joshua Widman, Assistant County Attorney, Ed Gilliland, Human Resources Director, Gloria Human Resources Director, Jean Jessen, Deputy County auditor, and Patrick Gill, Auditor/Clerk to the B

1. The meeting was called to order – Pledge of Allegiance to the Flag – Moment of Silence.
2. There were no citizen concerns.
3. Motion by Taylor second by Clausen to approve the Agenda for June 16, 2015. Carried 5-0. Copy filed.
4. Motion by Taylor second by Ung to approve the minutes of the June 9, 2015 Board meeting. Carried 5-0. Copy filed.
5. Motion by Ung second by Clausen to approve the county's claims totaling \$605,647.46, with the addition of a claim payable to McClure Engineering in the amount of \$12,305.00. Carried 4-0; Monson abstained. Copy filed.
- 6a. Motion by Smith second by Taylor to approve and authorize the Chairperson to sign and "Authorization to Initiate Hiring Process" for District Foreman, Secondary Roads Dept., Wage Plan: \$56,029-\$59,892/year. Carried 5-0. Copy filed.
- 6b. Motion by Ung second by Taylor to approve the participation of county employees in the City of Sioux City Blood Drive and to provide the same incentives. Carried 5-0. Copy filed.
- 6c. Motion by Ung second by Taylor to approve and receive for signatures a Resolution thanking and commending William Tjeerdsma for his years of service to Woodbury County. Carried 5-0.

**RESOLUTION #12,205
A RESOLUTION THANKING AND COMMENDING
WILLIAM J. TJEERDSMA
FOR YOUR SERVICE TO WOODBURY COUNTY**

WHEREAS, William Tjeerdsma, age 20, has demonstrated himself to be an outstanding citizen of Woodbury County by volunteering over 2,000 hours with hospitals and life-saving programs, following in the footsteps of his honorable father, the late Dr. Kenneth Tjeerdsma; and

WHEREAS, during and after overcoming extraordinary medical obstacles, having returned an extraordinary measure to the medical community, his service has been characterized by his dedication to the Lord and in the best interests of the citizens of Woodbury County;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA that the undersigned members of the Board thank and commend William Tjeerdsma for your years of service to Woodbury County; and

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

BE IT SO RESOLVED this 24th day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 6d. Motion by Smith second by Taylor to approve the addition of Cyber Security Coverage to the Liability Coverage with Arthur J. Gallagher & Company for \$11,159. Carried 5-0. Copy filed.
- 6e. Presentation of Resolution Thanking and Commending Ronald Kerr for service to Woodbury County.

- 7. Motion by Taylor second by Ung to appoint William Burkhart and Katherine Moreno to the a three year term, and appoint Lincoln Ryan to a two year term to Woodbury County Commission of Veteran Affairs. Carried 5-0. Copy filed.
- 8a. Motion Clausen by Taylor second by to approve and receive for signatures a Resolution thanking and commending Michael Arndt for his years of service with Woodbury County. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,206
A RESOLUTION THANKING AND COMMENDING
MICHAEL ARNDT
FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Michael Arndt has capably served Woodbury County as an employee of the Woodbury County Juvenile Detention for 29 years from December 1, 1986 to June 30, 2015; and

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

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

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

BE IT SO RESOLVED this 16th day of June 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 8b. Motion by Clausen second by Taylor to approve and receive for signatures a Resolution thanking and commending Dewey Sloan for his years of service with Woodbury County. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #12,207
A RESOLUTION THANKING AND COMMENDING
DEWEY SLOAN
FOR HIS SERVICE TO WOODBURY COUNTY**

WHEREAS, Dewey Sloan has capably served Woodbury County as an employee of the Woodbury County Attorney's Office for 26 years from January 9, 1989 to July 31, 2015; and

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

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

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

BE IT SO RESOLVED this 16th day of June, 2015.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 9a. Motion by Clausen second by Smith to approve the authorization for the Emergency Services Dept. to purchase the Grasshopper 725DT Diesel Mower with 61" mowing deck for \$11,700.00 from the remaining balance from the purchase of the 2015 Chevrolet Silverado 4X4 Rescue Truck. Carried 4-1; Taylor opposed. Copy filed.
- 9b. Motion by Taylor second by Ung to approve the bid of \$47,424.68 from Sands Construction to install and/or replace all of the windows at the Climbing Hill facility. Carried 5-0. Copy filed.
- 10a. There was no action taken to approve the purchase of a Bush Hog Mower for Prairie Hills.
- 10b. Motion by Taylor second by Ung to approve the bid of \$16,144.00 from Barley Asphalt for the asphalt project at Prairie Hill. Carried 5-0. Copy filed.
- 11a. Motion by Monson second by Taylor to approve the amended invoice from McClure Engineering Co. in the amount of \$12,305 and the funding source be L.O.S.T. revenues for project #02613001-00. Carried 5-0. Copy filed.
- 11b. Motion by Clausen second by Smith to allow Dennis Butler, Finance/Operations Controller to proceed with the TIF process for the Port Neal Circle and CF Projects. Carried 5-0. Copy filed.
- 12. Motion by Taylor second by Ung to rescind action the Board took on January 15th, 2015 in regard to set times on the agenda and allow them to appear on the agenda as needed and the meetings to last as long as needed to perform the county's business. Carried 5-0. Copy filed.
- 13. Motion by Clausen second by Taylor to receive the final platting for Jill's Dream Addition – a Minor Subdivision, GIS Parcel #894608200002 and refer to Zoning Commission for public hearing and recommendations. Carried 5-0. Copy filed.
- 14. Motion by Taylor second by Smith to direct the chairperson provide direction to department heads that if an information request from a supervisor rises to the level of a report, it is to be shared with all members of the Board. Carried 5-0. Copy filed.
- 15. Motion by Taylor second by Monson to approve the previously approved open contract with McClure Engineering be exercised at the discretion of the Chair up to \$10,000 in 90 day period except by approval of a Board majority. Furthermore, it shall be incumbent upon McClure to inform the Board Chair when charges are to be incurred and communicate back to the Board such anticipated charges. McClure Engineering will also be expected to invoice the County in a timely manner, e.g. 30 days from the date that services are completely rendered effective today. Carried 3-2; Clausen and Smith opposed. Copy filed.
- 16. The Board reported on committee meetings they have attended.
- 17. There were no citizen's concerns.
- 18. Board concerns and comments.

The Board adjourned the regular meeting until June 23, 2015.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

8a

Date: 6-18-15

Weekly Agenda Date: 6-23-15

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
G. Mollet

RE: Memorandum of Personnel Transactions

DATE: June 23, 2015

For the June 23, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Human Resources Director, Salary Increase.
- 2) County Sheriff Sergeant Promotion to Lieutenant
- 3) County Sheriff Court Security Officer, from Senior Class to Master Class.

Thank you.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 23, 2015

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Gilliland, Edward	Human Resources	6-22-15	Director	\$87,500/year	10%=\$7,978/year	R	Other.
Harlow, Todd	County Sheriff	7-01-15	Lieutenant	\$64,983/year	22.5%=\$11,947/year	P	Per County Sheriff, promotion from Sergeant to Lieutenant.
Moodie, Clifford	County Sheriff	7-01-15	Court Security Officer	\$23.42/hour	11.5%=\$2.43/hour	R	Per CWA Civilian Officer Contract agreement, from Senior Class to Master Class.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR *Gloria Mollet*

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE



Date: 6-18-15

Weekly Agenda Date: 6-23-15

DEPARTMENT HEAD / CITIZEN: <u>Ed Gilliland</u>		
SUBJECT: <u>ISAC HIPAA Training</u>		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

WORDING FOR AGENDA ITEM: ISAC HIPAA Training, Discussion and Action.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION: Motion to Approve ISAC HIPAA Training, Discussion and Action.

Approved by Board of Supervisors March 3, 2015.

HIPAA and the ISAC HIPAA Program for 2015-2016

We would propose that Siouxland District Health and Woodbury County work together and be considered as one entity for participation in the ISAC HIPAA program.

This program includes comprehensive training for employees from the unique perspective of Public Health and a County organization.

The cost for this program is \$1,750 per year for renewing entities, but would be split between Woodbury County and Siouxland District Health (\$875 annually).

We are asking for your approval to work jointly with Siouxland District Health in utilizing the training and expertise of the ISAC HIPAA program.

RESOLUTION #
NOTICE OF PROPERTY SALE



Parcel #004410

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

Lot 3 in Block 18 of Sioux City an addition to Sioux City, Woodbury County, Iowa (120 Main 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 **7th Day of July, 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 **7th Day of July, 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 \$600.00** 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 23rd Day of June, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Ernestina Lopez Date: 3/12/14
Address: 126 main St. Phone: 212-3872

Address or approximate address/location of property interested in:
120 main St.

GIS# 894729405006

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

Legal Description:

Lot 3 in Block 18 of Sioux City an
addition to Sioux City, Woodbury County, Iowa

Tax Sale #/Date: # 1060 6/20/2011 Parcel # 004410

Tax Deeded to Woodbury County on: 3/24/2015

Current Assessed Value: Land \$6,000- Building 0 Total \$6,000-

Approximate Delinquent Real Estate Taxes: \$2,29-

Approximate Delinquent Special Assessment Taxes: 0

*Cost of Services: \$100-

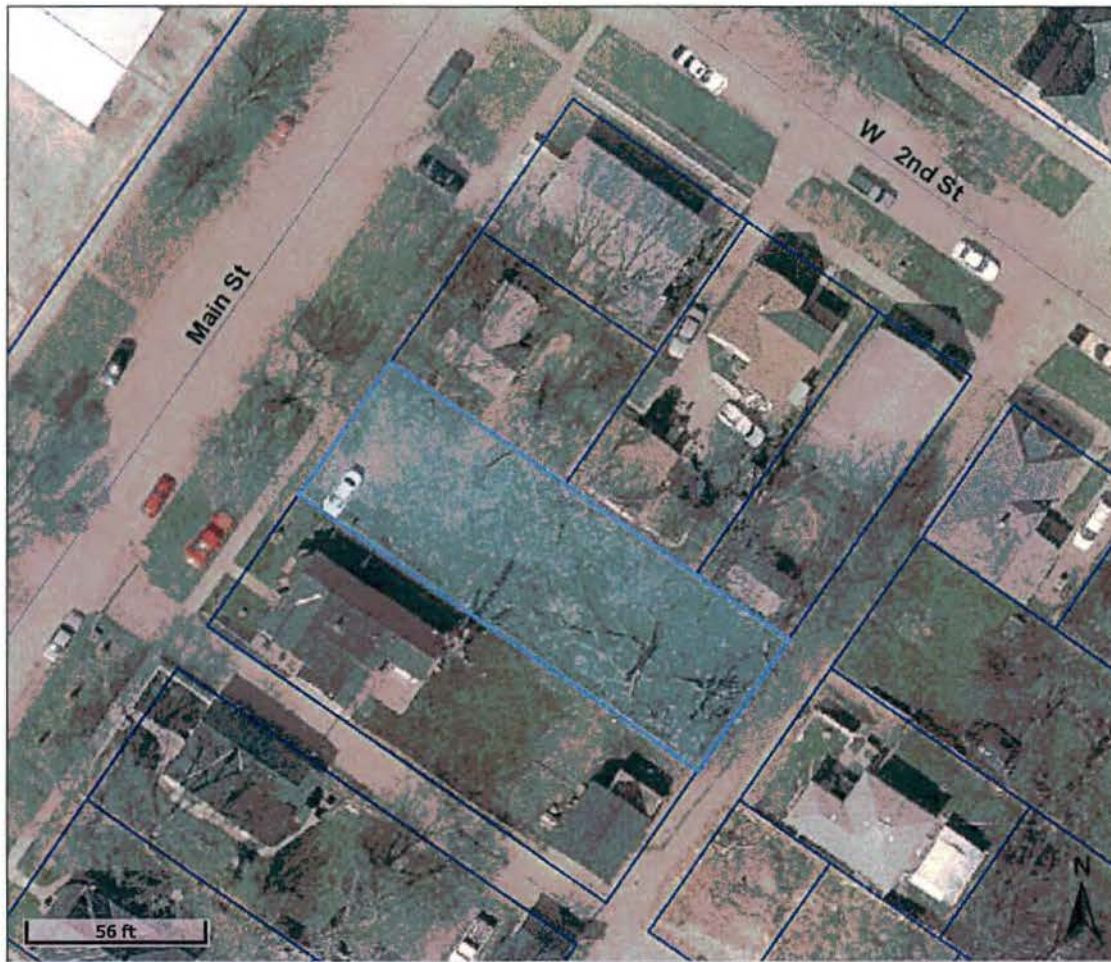
Inspection to: George Boykin Date: 3/12/14

Minimum Bid Set by Supervisor: \$500 total: \$600- including cost
of services

Date and Time Set for Auction: July 7th @ 4:35 pm.

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

Date Created: 5/12/2014



- Legend
- Roads
 - Corp Boundaries
 - Townships
 - Sections
 - Residential Sales**
 - 2012
 - 2013
 - 2014
 - Parcels

Parcel ID 894729405006
Sec/Twp/Rng 0-0-0
Property Address 120 MAIN ST
SIOUX CITY

Alternate ID 004410
Class I
Acreage n/a

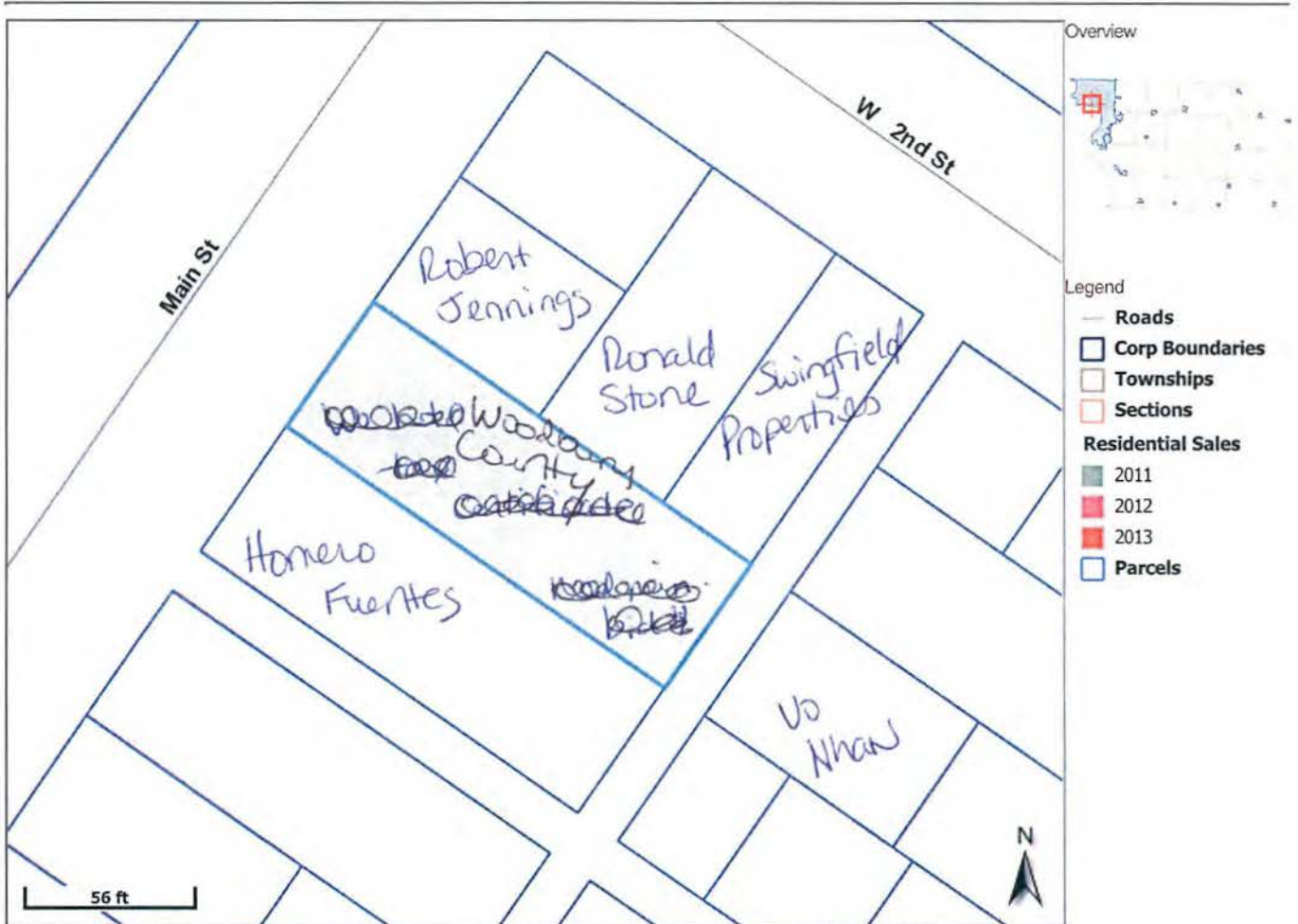
Owner Address BEVERLY DARRELL
709 S PAXTON ST
SIOUX CITY, IA 51106

District 087 SC LL SIOUX CITY COMM
Brief Tax Description SIOUX CITY ADDN
LOT 3 BLK 18

(Note: Not to be used on legal documents)

Last Data Upload: 5/10/2014 8:46:47 AM

Date Created: 3/12/2014



Parcel ID 894729405006
Sec/Twp/Rng 0-0-0
Property Address 120 MAIN ST
 SIOUX CITY

Alternate ID 004410
Class I
Acreage n/a

Owner Address BEVERLY DARRELL
 709 S PAXTON ST
 SIOUX CITY, IA 51106

District 087 SC LL SIOUX CITY COMM
Brief Tax Description SIOUX CITY ADDN
 LOT 3 BLK 18

(Note: Not to be used on legal documents)

Last Data Upload: 3/12/2014 2:29:07 AM

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#10Q

Date: June 12, 2015

Weekly Agenda Date: June 23, 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 5:00 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 BOARD OF SUPERVISORS AGENDA ITEM(S)

#106

Date: June 12, 2015

Weekly Agenda Date: June 23, 2015

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

SUBJECT: **Receive and Consideration of award of Bids for Crushing stockpiled PCC and HMA materials at Correctionville and Luton** (SET TIME BID OPENING 5:05 PM)

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration

WORDING FOR AGENDA ITEM: Receive and consider bids for crushing stockpiled PCC and HMA material at Luton and Correctionville storage areas.

EXECUTIVE SUMMARY: The county road department accepts clean concrete pavement, sidewalk, and foundation material without reinforcing steel and asphalt pavement at several of its stockpile areas. The county accepts bids for contractors to come in and crush the material to a gravel aggregate gradation.

BACKGROUND: This county has accepted this material since the last stockpile crush project in 2013.

FINANCIAL IMPACT: This project is paid for from the secondary road granular line item in our road maintenance budget area.

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 BOARD OF SUPERVISORS AGENDA ITEM(S) RE



Date: June 12, 2015

Weekly Agenda Date: June 23, 2015

DEPARTMENT HEAD / CITIZEN: <u>Mark J. Nahra P.E. Secondary Roads Dept Head</u>		
SUBJECT: Receive and Consider of award of Quotations for one new Tandem Axle Dump Truck for the Secondary Road Department		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>
Consideration		

WORDING FOR AGENDA ITEM: Receive and consider quotations for one new tandem axle dump truck for the Secondary Road Department for FY 2016 purchase.

EXECUTIVE SUMMARY: The county road department annually replaces a portion of its equipment fleet. The county has 8 tandem axle dump trucks and on average replaces two trucks in a three year period. Other pieces of equipment with similar replacement lives are substituted into the replacement quotes on the odd year when a truck is not purchased. We solicit quotations for new trucks from multiple local dealers. We typically solicit quotes in May and June of the fiscal year prior to the fiscal year of purchase to assure that new equipment is delivered to the county in advance of winter.

BACKGROUND: The county road department sends specifications for new trucks to local dealers. The specifications include new snow equipment for each truck. The county purchases complete trucks only with all required equipment mounted and ready to run.

FINANCIAL IMPACT: This equipment is paid for from the secondary road new equipment item in our road general operations budget area.

RECOMMENDATION: Recommend that we receive quotations 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 quotations and return with a recommendation for award.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

#10d

Date: June 12, 2015

Weekly Agenda Date: June 23, 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 <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for City of Cushing for an Old Fashion Wednesday night event.

EXECUTIVE SUMMARY: Permittee working within right of way on a utility 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: Motion to approve permit to work in the Highway Right of Way for the city of Cushing.

Approved by Board of Supervisors March 3, 2015.

*City of Cushing
P.O. Box 14
Cushing, IA 51018*

Phone/Fax: 712-384-2189
Email: cushingia@schallertel.net

RECEIVED

JUN 6 2015

COUNTY ENGINEER
WOODBURY COUNTY IOWA
BY _____

June 3, 2015

Mark Nahra
Woodbury County Engineer
759 E. Frontage Road
Merville, IA 51039

Re: Request for temporary closure of County Road L43

The City of Cushing is requesting permission to close County Road L43/Main Street for Old Fashion Wednesday Night event to be held on June 24th.

If you have any questions, please feel free to call 712-384-2189.

Thank you for your consideration,



LeeNette Wiese
Cushing City Clerk

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST



Date: June 12, 2015

Weekly Agenda Date: June 23, 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 <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for City of Lawton/Family Group for a 5K community race.

EXECUTIVE SUMMARY: Permittee working within right of way on a utility 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: Motion to approve permit to work in the Highway Right of Way for Family Group.

Approved by Board of Supervisors March 3, 2015.

City of Lawton

101 East Maple

P.O. Box 275

Lawton Iowa 51030

RECEIVED

JUN 11 2015

COUNTY ENGINEER
WOODBURY COUNTY IOWA
BY _____

Rick Schorg, Mayor

Fax 712-944-5961

Janet Hasche, City Clerk

Phone 712-944-5960

Web Address: <http://www.lawtoniowa.com>

Email: lawtonia@wiatel.net

June 9, 2015

Mark Nahra, PE
County Engineer
Woodbury County Department of Roads
759 E. Frontage Road
Merville, IA 51039

RE: Street Closing, Lawton Iowa June 27, 2015

Dear Mr. Nahra,

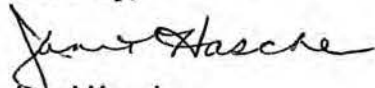
The Lawton FAMILY group is planning a Summer Fest event on June 27th, 2015. They are planning a parade, 5 K Run and a Street Dance. Maps of the parade route, and the 5K run are enclosed with this letter. The street dance will close a portion of Cedar Street, from the hours of 5:00 p.m. to midnight, beginning at the northern edge of the intersection of Cedar Street and Maple Street, and running north one half block to the south side of the alley that runs next to the Lawton Post Office and the Security National Bank.

Erin Nelson of their group had contacted you earlier, and she has completed a Permit & Agreement to perform work within the Woodbury County Right of Way. This form gives the specific times and locations. This is enclosed with this letter.

Our City Council approved the Special Events Permit, and street closures within Lawton at our June 2nd meeting.

If you need further information, please contact me or Erin Nelson of the FAMILY group (712-269-2099)

Sincerely,



Janet Hasche

City Clerk

Enclosures



Woodbury County Secondary Roads Department

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

COUNTY ENGINEER
Mark J. Nahra, P.E.
mnahra@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: FAMILY Group (Ein Neben) Phone No.: 712-269-2099

Mailing Address: PO Box 103 Lawton IA 51030

Township: _____ Section: _____

Woodbury County, State of Iowa, and FAMILY Group (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:

Starting at 8 AM - 9:30 AM
Holding a 5k race that will take the runners
out on K49 to 150th St. and return back on
the same route. Also having a Street dance which will close
Cedar St. between the blocks of Maple St. and Main St. 7PM-1AM

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.

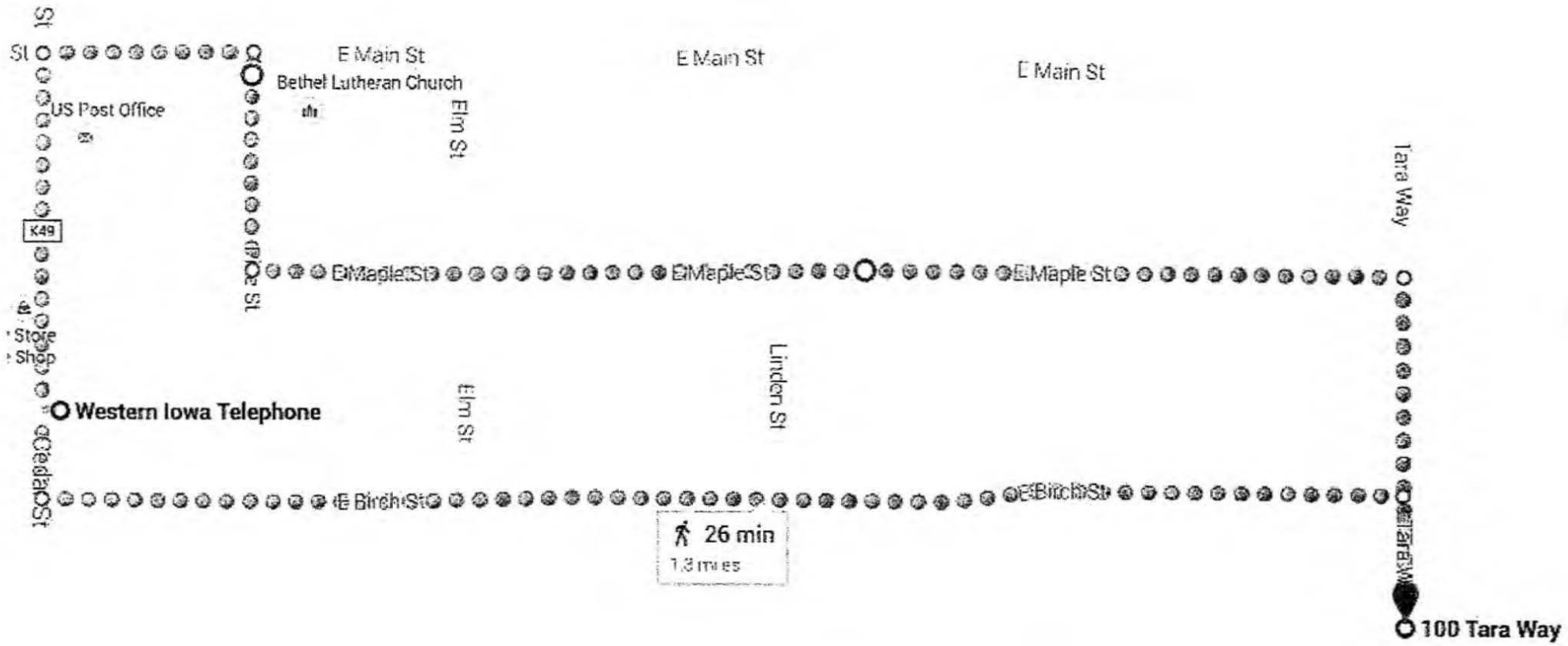
B. The property owner, organization or authorized representative, at his/her own expense, shall provide all safety measures and warning devices necessary to protect the traveling public such as but not limited to, signs, lights, and barricades during the day and at night if the roadway will be obstructed. 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.

Parade Route



PARADE ROUTE

150th St Co Highway K49

K49

5K

K49

1 h
3.0 miles

Pine St

E Oak St

E Main St

Bethel Lutheran Church

US Post Office

100-104 W Maple St 100-104 W Maple St E Maple St 101-505 Tara Way 598 E Maple St

Ash St Co Highway K49

Elm St

Linden St

E Birch St

W Birch St

100 East Birch Street,
Lawton, IA 51030

W Cedar St

Larimer St

Google

W

P

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

#10f

Date: June 12, 2015

Weekly Agenda Date: June 23, 2015

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

SUBJECT: Project Agreement with Iowa DOT for RISE Project number RC-CO97(130)—9A-97, Port Neal Circle Paving

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consider Approval X

WORDING FOR AGENDA ITEM: Consider approval of Project Agreement for Port Neal Circle pavement replacement, RC-CO97(130)—9A-97

EXECUTIVE SUMMARY: This agreement outlines the responsibilities and cost share for the recently approved Port Neal Circle RISE project.

BACKGROUND: This project was approved at the May 9, 2015 meeting of the Iowa Transportation Commission. The project provides 50% of the cost of replacing the Port Neal Circle Pavement up to \$766,250, for a total project cost of \$1,532,500.

FINANCIAL IMPACT: This project agreement provides 50% of the project cost for replacing the pavement on county road Port Neal Circle. The balance of the funds is to be provided by TIF/Urban renewal area bonding as local match for the project.

RECOMMENDATION: Recommend approval

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the RISE Project Agreement numbered 2015-R-022.

**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Woodbury County

PROJECT NO: RC-C097(130)--9A-97

IOWA DOT
AGREEMENT NO.: 2015-R-022

This is an agreement between Woodbury County (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2015-68 on June 9, 2015.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the reconstruction of approximately 8,600 feet of Port Neal Circle, including a right-turn lane located south of Sergeant Bluff.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@dot.iowa.gov. The Recipient's contact person shall be Mark Nahra, County Engineer, Woodbury County, 759 E. Frontage Road, Merville, IA 51106, 712-873-3215, mnahra@sioux-city.org.
3. The Recipient shall be responsible for the development and completion of the following described project:

Reconstruction of approximately 8,600 feet of Port Neal Circle, including a right-turn lane located south of Sergeant Bluff..

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

County RISE Funds (Grant):	\$766,250
County Local Contribution:	\$766,250
Project Total:	\$1,532,500

5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$766,250 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary

because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.

18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.
19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

In addition, the Recipient shall certify to the DOT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.

Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed

to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish three sets of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent

to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.

35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-R-022
as of the date shown opposite its signature below.

RECIPIENT: Woodbury County

This agreement was approved by official action of the Woodbury County Board of Supervisors
in official session on the _____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__
Craig Markley
Director
Office of Systems Planning

Exhibit A

Woodbury County

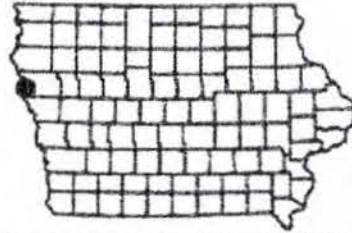
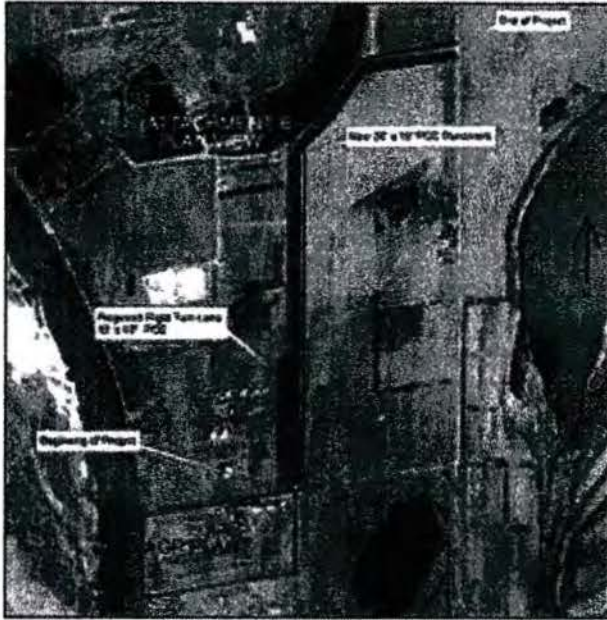


Exhibit B

Project activities or costs eligible for RISE funding include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Right of way purchase.
- e. Construction or improvement of motorist rest areas, welcome centers and information centers.
- f. Design engineering costs and construction inspection costs associated with RISE-financed projects.
- g. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- h. Storm drainage and storm sewer costs to the extent needed for draining the roadway.

Exhibit C

Activities or costs ineligible for RISE funding include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission except advance right of way costs to protect or preserve a project corridor.
 - (1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.
 - (2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.
- b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment except when utilities located on private property are replaced or relocated for project construction.
- j. Safety appurtenances, except as an integral part of a roadway project.

- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters and marking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Sanitary sewers.
- s. Water mains.
- t. Donated right of way.

Exhibit D

Commission Approval Date: June 9, 2015
Construction: September 2015
Project Closeout: November 2015

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities**
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)

March 2014

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(7), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: <http://dia.iowa.gov/page7.html>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

TSB Affirmative Action Responsibilities

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor _____

Page# _____

Project# _____

**TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION**

County _____

City _____

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

**TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS**

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS-LET LOCALLY)**

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy, and for locally let projects, the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project let by the Recipient and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects-Locally Let)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? YES NO

If no, explain _____

2. Were qualified TSB firms notified of project? YES NO

If yes, by letter, telephone, personal contact, or other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO

If no, what action was taken by Recipient? _____

Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? _____

\$ _____

What was the final project cost? _____

\$ _____

What was the dollar amount performed by TSB firms? _____

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#109

Date: June 12, 2015

Weekly Agenda Date: June 23, 2015

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

SUBJECT: Pre-Construction Agreement with Iowa DOT for the repair of the 310th Street overpass above I-29

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consider Approval X

WORDING FOR AGENDA ITEM: Consider approval of Preconstruction Agreement for the County Route D65 – Interstate 29 overpass bridge repair project.

EXECUTIVE SUMMARY: This agreement outlines the responsibilities and cost share for a proposed calendar year 2015 project to repair the existing overpass bridge at the Interstate 29 and County Route D65 overpass. The county's primary responsibility will be for establishing detour routes on local roads and assisting with the placement of advance project signing.

BACKGROUND: This project has been necessitated by damage to the I-29 overpass by an overheight load. The road will be closed for several months while the repair work is completed.

FINANCIAL IMPACT: Minimal – cost of signing only.

RECOMMENDATION: Recommend approval

ACTION REQUIRED/PROPOSED MOTION: Motion to approve Preconstruction Agreement numbered 2015-C-246.

**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Woodbury</u>
Project No.	<u>IMN-029-6(275)130--0E-97</u>
Iowa DOT Agreement No.	<u>2015-C-246</u>
Staff Action No.	<u>N/A</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Woodbury County, Iowa, a Local Public Agency, hereinafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to I-29 within Woodbury County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Prestressed precast concrete beam (PPCB) repair on County Road D65 bridge over I-29 approximately 2.2 miles north of Iowa 141.

2. Project Costs

- a. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. I-29 through-traffic will be maintained during the construction.
- b. County Road D65 will be closed during construction. The DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. The DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- b. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in Instructional Memorandum 2.110.
- c. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-C-246 as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF WOODBURY COUNTY:

By: _____ Date _____, 20____.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Tony Lazarowicz
District Engineer
District 3

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#10h

Date: June 12, 2015

Weekly Agenda Date: June 23, 2015

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

SUBJECT: **Consideration of award of quotations for power broom for county truck**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of award of a quotations from Steffen Equipment for a hydraulic front mounted plow for the secondary road department.

EXECUTIVE SUMMARY: The county road department has budgeted for new equipment in its FY 2016 budget. One item on the road department new equipment list for this year is for a truck mounted hydraulic broom for cleaning roads and intersections. The county has a small, 6' wide skid steer mounted broom, but this is a slow moving piece of equipment and in high traffic areas is not large enough to clear a road in a single pass. The broom will be used in areas like Port Neal Road at the 225th Street intersection and near Floyd River materials where material is regularly drug onto the road, creating a safety hazard for traffic.

BACKGROUND: The county engineer obtained a quotation from Steffen Equipment for a power broom that will function with the hydraulic controls in county single axle trucks. Steffen Equipment has provided a responsive quotation.

FINANCIAL IMPACT: This project is funded through the county secondary road fund and is part of the new equipment budget line item.

RECOMMENDATION: Recommend acceptance of the quote from Steffen Equipment for a new hydraulic power boom.

ACTION REQUIRED: Motion to accept and award the quote from Steffen Equipment for a new power broom.



623 W. Seventh Street 51103

Telephone (712) 279-8080

Nationwide (800) 831-0946

FAX Number (712) 279-8070

6-4-2015

FAX COVER SHEET

TO: Mark Nakra

COMPANY: Woodbury County Engineer

FAX #: 712-873-3235

FROM: Dave Koerba

FOLLOWING THIS COVER SHEET ARE 2 PAGES.

IF THERE ARE ANY PROBLEMS WITH THE TRANSMISSION, PLEASE
CALL (800) 831-0946.

THANK YOU.

RECEIVE:

NO. 3477

06/04/2015/THU 04:18PM



Woodbury Co. Engin.



623 W. Seventh Street 51103

Telephone (712) 279-8080
June 4, 2015

Nationwide (800) 831-0946

FAX Number (712) 279-8070

Woodbury County Engineer
750 E Frontage Road
Merville IA 51039

Dear Mark Nahra,

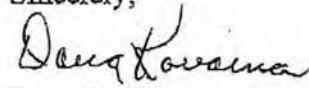
Steffen proposes to supply to you the equipment you requested as follows:

1 - M-B Company, hydraulically driven rotary angle broom, model TKH-TR, 32" brush diameter with angle change 30° left or right, plus storage stands. Using existing hydraulics on truck plus additional hoses, fittings and quick couplers to operate dual Eaton hydraulic motors. Heavy duty 16" caster wheels, poly/wire brush and brush hood, 16 gauge steel with formed edge fold and 12 gauge steel end plates, hood covers 145° of brush. Mounted to snow plow two pin hitch and painted MB yellow. Availability will be around 6-7 weeks.

Total \$16,605.00

Thank you for your inquiry. If you have any questions, please feel free to give me a call.

Sincerely,


Doug Kovarna

DK/au8468

Quote valid for 30 days



TKH-TR

A Hydraulic Broom for Trucks



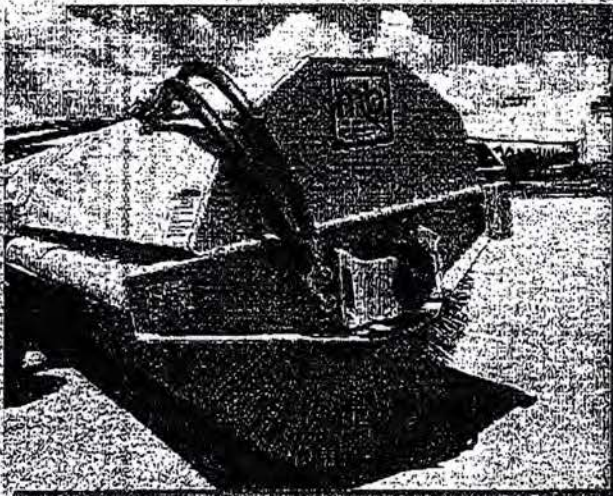
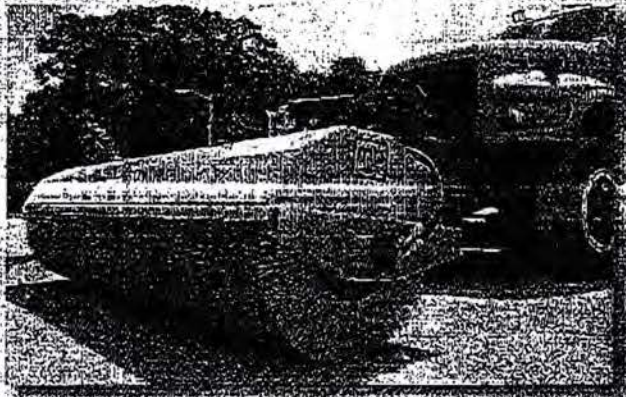
M-B Companies, Inc

www.m-bco.com

Phone: 800-558-5800

Fax: 920-896-1085

Snow * Dirt * Debris *



Available Options

- Dirt Deflector
- Electric/Hydraulic Swing
- Independent Hydraulic System (Tractors only)
- Dual Low Flow Drive Motors
- Sprinkler Systems
- Front Spray Bar Only
- Oil Cooler

Specifications

General

Hydraulically driven rotary angle broom
Available in 7' (84"), 8' (96"), 9' (108"), 10' (120"), 11' (132") and 12' (144") widths
Hydraulic swing capable of 30° left or right of center
Broom speed up to 250 RPM, dependent on prime mover
Storage stands for simple mounting, dismounting, and storage
Brush head is lifted by means of the prime mover
Hoses provided from hydraulic drive motors to bulkhead or valve on broom
Customer must supply hoses from bulkhead or valve to prime mover
Sight Indicators

Brush

32" O.D. x 10" I.D. wafer style brush
2" spacers manufactured from 20-gauge mild steel strap
Brush core can be installed with either end to the left or right with no effect on sweeping performance
Brush and core assembly can be removed from frame without disconnecting hoses from drive motor(s)
Quick change brush core

Brush Frame

3/4" O.D. round tubular cross member
Two brush arms formed from 1/2" steel plate
Rectangular front support bar for additional frame strength
Adjustable link to compensate brush pattern from wear

Brush Hood

Manufactured from 16-gauge steel with formed edge fold for additional strength
12-gauge steel end plates
Hood covers 145° of brush
Pre-drilled holes for easy installation of front deflector

Brush Drive

Standard with dual low-speed, high-torque, 16 c.i.d. hydraulic motors
Motors are coupled directly to the brush core by means of a 5.5/16" poly hexagonal hub
Motors are recessed into brush frame to protect from collision

Castors

Two 16 1/2" x 8" 8-Ply IIR-D casters mounted behind the brush frame
350° of maneuverability
Sealed and greaseable 2" I.D. caster stem

Finish

Steel surfaces undergo a phosphatizing acid bath to clean and etch the surfaces to provide a superior coating adhesion
One coat of epoxy primer and one coat of polyurethane top coat
Painted M-B yellow

www.m-bco.com



1.800.558.5800

Note: Additional fees may apply (freight, export fees, dealer-installed hoses, valves and couplers, installation and service fees)

Equipment and products shown in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, requirements and safety features.

M-B Companies reserves the right to improve our products and make revisions to the specifications and standards for equipment without notice and without incurring obligations.

M-B is a registered trademark of M-B Companies, Inc.

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RECEIVE:

NO. 3477

06/04/2015/THU 04:18PM

Woodbury Co. Engin.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R



Date: June 12, 2015

Weekly Agenda Date: June 23, 2015

DEPARTMENT HEAD / CITIZEN: <u>Mark J. Nahra P.E. Secondary Roads Dept Head</u>		
SUBJECT: Receive and Consider of award of Quotations for two new Motor Graders for the Secondary Road Department		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input checked="" type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input type="checkbox"/>	Attachments <input type="checkbox"/>
Consideration		

WORDING FOR AGENDA ITEM: Receive and consider quotations for two new Motor Graders for the Secondary Road Department for FY 2016 purchase.

EXECUTIVE SUMMARY: The county road department annually replaces a portion of its equipment fleet. The county has 21 motor graders and on average replaces two per year. Each year we solicit quotations for new motor graders from Murphy Tractor and Ziegler Equipment. We typically solicit quotes in May and June of the fiscal year prior to the fiscal year of purchase to assure that new equipment is delivered to the county in advance of winter.

BACKGROUND: The County has accepted quotations from only these two equipment companies. Both John Deere Equipment and Caterpillar Equipment have the parts and service support to assure that we can keep vital snow removal equipment on the road. Both equipment brands retain good trade-in value at the end of their respective service lives in the county fleet. Both brands have a very good history of reliability in the county fleet.

FINANCIAL IMPACT: This equipment is paid for from the secondary road new equipment item in our road general operations budget area.

RECOMMENDATION: Recommend that we receive quotations 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 quotations and return with a recommendation for award.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REG

#11a

Date: 06.17.2015

Weekly Agenda Date: 06.23.2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: SHERIFF DAVE DREW

SUBJECT: **2015 INTERLOCAL AGREEMENT BETWEEN THE CITY OF SIOUX CITY, IOWA AND
WOODBURY COUNTY, IOWA FOR BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: 2015 INTERLOCAL AGREEMENT BETWEEN THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY, IOWA FOR BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD.

EXECUTIVE SUMMARY: WOODBURY COUNTY IS SUBMITTING THE 2015 JAG GRANT APPLICATION JUNE 26, 2015.

BACKGROUND: JAG GRANT APPLICATION REQUIRES AN MOU BETWEEN THE CITY OF SIOUX CITY AND WOODBURY COUNTY TO COMPLETE THE APPLICATION PROCESS.

FINANCIAL IMPACT: CITY OF SIOUX CITY - \$19,910.00. WOODBURY COUNTY - \$19,911.00. TOTAL - \$39,821.00.

RECOMMENDATION: APPROVE AND SIGN THE MOU TO COMPLETE THE APPLICATION PROCESS.

ACTION REQUIRED / PROPOSED MOTION: APPROVE AND SIGN THE MOU.

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

GMS APPLICATION NUMBER 2015-H3588-IA-DJ

THE STATE OF IOWA

KNOW ALL BY THESE PRESENT

COUNTY OF WOODBURY

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF WOODBURY, IOWA AND THE CITY OF SIOUX CITY, IOWA;

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2015 by and between The COUNTY of Woodbury, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Sioux City, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Woodbury County, State of Iowa, witnesseth:

WHEREAS, this Agreement is made under the authority of Iowa Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the CITY JAG award for the Justice Assistance Grant Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY 50% of funds received under the federal award for a total of **\$19,910.00** in JAG funds.

Section 2.

CITY agrees to use \$3,982.00 for the Tri-State Drug Task Force and remaining \$15,928.00 for eligible activities under the JAG program until 9-30-2019.

COUNTY agrees to use \$3,982.00 for the Tri-State Drug Task Force and remaining \$15,929.00 for eligible activities under the JAG program until 9-30-2019.

GMS APPLICATION NUMBER 2015-H3588-IA-DJ

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Iowa Tort Claims Act

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Iowa Tort Claims Act

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF Woodbury County

CITY OF Sioux City

Chairman, Woodbury County, IA
Board of Supervisors

Mayor, City of Sioux City, IA

ATTEST

Woodbury County Auditor

City Clerk



Woodbury County Sheriff's

#116

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

DAVID A. DREW, SHERIFF

E-MAIL

PHONE: 712-279-0522

19 June 2015

Re: Proposed plan for Sheriff's Office overtime for CFI traffic control at each shift change

90 Day Proposed Plan:

Manpower:	Two (2) Deputy Sheriff's
Required Hours Per Day, Per Deputy:	Four (4)
Total Hours Per Day:	Eight (8)
O.T. Rate @ Master Deputy Rate of Pay w/Shift Diff:	\$43.54
Wages	\$31,348.80
FICA & IPERS	\$5,495.46
Proposed Cost:	\$36,844.26

Thank you.

Handwritten signature of David Drew in cursive script.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

#12

Date: 6/18/15

Weekly Agenda Date: 6/23/15

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

SUBJECT: Investing in Woodbury County RLF, Sergeant Bluff Eye Care – Revised Loan 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 \$1.2 million eye care facility in Sgt. Bluff. Kingsley State Bank (KSB) and a personal lender are also borrowing \$900,000 and \$200,000, respectively.

BACKGROUND: The BOS previously approved the closing documents for Sergeant Bluff Eye Care's loan, which was prepared by SEDC on behalf of the County. Recent discussions with KSB prompted the need to make revisions to the intercreditor agreement and collateral positions for KSB and the County. Specifically, revisions to the intercreditor agreement assert the respective lien positions for KSB and the County on the land and building of the project for their respective loan amounts: KSB lien position (1st) for \$900,000, and Woodbury County (2nd) for \$100,000. The total project costs are as follows: Land & Building: \$1.1 Million; Equipment: \$100,000; Total = \$1.2 Million. All revisions were reviewed and approved by the County Attorney's Office. NOTE: Signed copies of the Loan and Servicing Agreement, Promissory Note, Mortgage, Corporate Guarantee and Personal Guarantees with a blank closing date are included in the revised closing documents, along with a signed Consent Resolution from the borrowers.

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.

MICHAEL W. ELLWANGER *
MICHAEL P. JACOBS +
JEFFREY R. MOHRHAUSER **
REBECCA A. NELSON **
ROBERT N. STEWART *

WILLIAM J. RAWLINGS
RETIRED

SAM S. KILLINGER
RETIRED

LAW OFFICES OF
**RAWLINGS, ELLWANGER, JACOBS,
MOHRHAUSER & NELSON, L.L.P.**
522 FOURTH STREET, SUITE 300
SIOUX CITY, IOWA 51101

TELEPHONE (712) 277-2373
FAX (712) 277-3304
www.rawlings-law.com

Writer's Direct E-Mail: jmohrhauser@rawlings-law.com

LOWELL C. KINDIG
(1913 - 1992)

ROBERT E. BEEBE
(1913 - 1988)

GENE A. PROBASCO
(1931 - 1999)

All attorneys Admitted in Iowa
* Also Admitted in Nebraska
+ Also Admitted in South Dakota

May 27, 2015

Via Email: b_uhl@hotmail.com

Cyclone Operations, LLC

Dr. Ben Uhl

Re: Woodbury County Loan
Consent Minutes

Dear Ben:

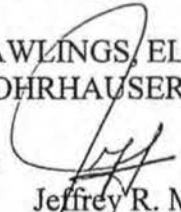
Enclosed herewith are Consent Minutes for the Woodbury County Loan.

Please let me know if you have any questions or comments. Otherwise, please get the Minutes signed and return a copy to me.

Thank you.

Kindest regards,

RAWLINGS, ELLWANGER, JACOBS,
MOHRHAUSER & NELSON, L.L.P.

By 
Jeffrey R. Mohrhauser

JRM/mlb
Encl.

CONSENT OF MANAGERS AND MEMBERS IN LIEU OF MEETING

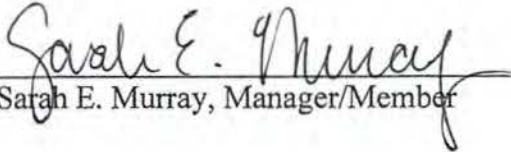
Pursuant to the Iowa Revised Uniform Limited Liability Company Act, the undersigned be all of the managers and members of Cyclone Operations, LLC, an Iowa limited liability company (the "Company") and in lieu of a special meeting, the call and notice of which is hereby expressly waived do hereby approve the following actions:

BE IT RESOLVED that the Company borrow the sum of \$100,000.00 from Woodbury County, Iowa repayable with interest thereon at two percent (2%) per annum payable in monthly installments with a final payment on or before June 15, 2022 (the "Loan") pursuant to a promissory note secured by a mortgage on the Company's real estate in Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa and other related documents and instruments (the "Loan Documents").

BE IT FURTHER RESOLVED that Benjamin A. Uhl, as manager is hereby authorized and directed to execute and deliver the Loan Documents on behalf of the Company and to executed such other documents and instruments and do all things as maybe reasonably necessary to complete the Loan.



Benjamin A. Uhl, Manager/Member



Sarah E. Murray, Manager/Member

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT IS ENTERED INTO this 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 November 13, 2014 in the sum of \$900,000.00 ("Original Loan") necessary to construct 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 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 Corporate Guarantee from Hawkeye Clinic of Sergeant Bluff, P.C.; and (c) 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 Corporate Guarantee from Hawkeye Clinic of Sergeant Bluff, P.C.; and (c) 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
Dean Lafrentz, Senior Vice President

Woodbury County, Iowa (Woodbury County)

By: _____
Mark Monson, Chairman

Cyclone Operations, LLC (Debtor)

By: Benjamin A. Uhl
Benjamin A. Uhl, Manager

By: Sarah E. Murray
Sarah E. Murray, Manager

WOODBURY COUNTY, IOWA
LOAN AND SERVICING AGREEMENT

LOAN AND SERVICING AGREEMENT, executed this ____ day of _____, 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 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 Corporate Guarantee shall be executed by Hawkeye Clinic of Sergeant Bluff, P.C.; (c) that Personal Guarantees shall be executed by Benjamin A. Uhl and Sarah E. Murray; and (d) 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

WOODBURY COUNTY, IOWA
PROMISSORY NOTE

Amount: \$100,000.00
Maturity Date: June 15, 2022

Date: _____, 2015

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 \$_____ 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 _____, 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
Benjamin A. Uhl, Manager

By: Sarah E. Murray
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 _____, 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 statutes 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 16 day of June, 2015.

Cyclone Operations, LLC

By: [Signature]
Benjamin A. Uhl, Manager

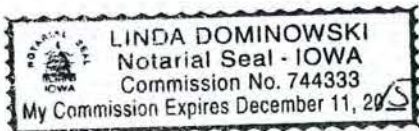
By: [Signature]
Sarah E. Murray, Manager

State of Iowa, County of Woodbury, SS:

On this 16 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

[Signature]
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 16 day of June, 2015.

Hawkeye Clinic of Sergeant Bluff, P.C.

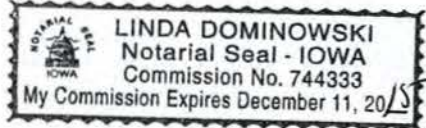
By: [Signature]
Benjamin A. Uhl, O.D., President and Secretary

State of Iowa, County of Woodbury, SS:

On this 16 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

[Signature]
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.

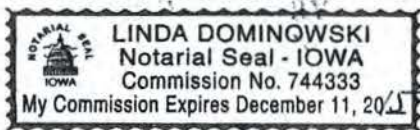
Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

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 16 day of June, 2015.



Benjamin A. Uhl
Benjamin A. Uhl, Individually

State of Iowa, County of Woodbury, SS:

On this 16 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

Linda Dominowski
Notary Public in and for said State

WOODBURY COUNTY, IOWA
PERSONAL GUARANTEE

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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.

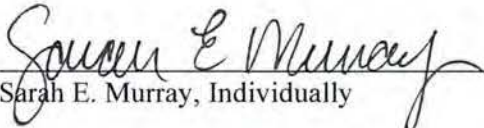
Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

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. THE 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 16 day of June, 2015.

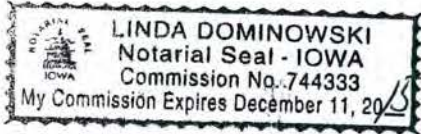

Sarah E. Murray, Individually

State of Iowa, County of Woodbury, SS:

On this 16 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



WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REG

#13

Date: June 17, 2015

Weekly Agenda Date: June 23, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Kevin Grieme, Siouxland District Health Dept.

SUBJECT: Proposed FY16 CIP Facility Improvement Project

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Clinic remodel project – Siouxland District Health Department

EXECUTIVE SUMMARY: Siouxland District Health Department provides public health services for Woodbury County at the county owned facility at 1014 Nebraska Street. With the changing face of healthcare and public health services our service delivery structure needs to change. The proposed clinic modifications will allow us to better serve residents with a better client flow (originating in one waiting room, not two). This will improve efficiencies in staff utilization for the provision of these services and locate them in the area they are providing services. This modification will also allow SDHD to better bundle services for clients and will reduce the need for making multiple appointments. The new design plan also allows improved client monitoring and assures more direct escape routes in the event of an emergency.

BACKGROUND: Siouxland District Health Department relocated into the building at 1014 Nebraska Street in December 2002. The building was purchased by Woodbury County. Improvements to the structure were funded through a grant from Health Resources and Service Administration (HRSA). At that time a 28E agreement was developed between Woodbury County and Siouxland District Board of Health. The original agreement was for 10 years, but was then extended for 25 years as a stipulation of the HRSA funding and expires in 2027. This agreement includes an annual lease fee, provision of Human Resource, auditing and payroll services by the county for SDHD. In the agreement it also states that SDHD will pay for any repairs and maintenance up to \$2,000. If the cost should exceed this, any amount over the limit will be paid for by the county. At this time, SDHD has funded all repairs and maintenance to the facility and improvement projects such as the roof, HVAC units, parking lot, retaining wall and exterior caulking. This was all completed under the approval of the county.

FINANCIAL IMPACT: Architect's Opinion of Probable Cost: \$477, 000. There is currently a \$300,000 amount in the FY16 CIP listing that was approved at the February 17, 2015 BOS meeting.

RECOMMENDATION: No recommendation, informational purposes only.

ACTION REQUIRED / PROPOSED MOTION: Information Purposes only

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

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#14a

Date: 06/16/15

Weekly Agenda Date: 06/23/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Board – Dennis Butler & County Auditor – Jean Jessen

SUBJECT: Business Property Tax Credits approved by the City Assessor

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discuss and Approve the 2014 Business Property Tax Credits payable 2015/2016 approved by the City Assessor

EXECUTIVE SUMMARY:

BACKGROUND: {Because there are over 200 applications, we have printed the applications and they will be available for you to review in the Board Administration Office. By KJ}

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the 2014 Business Property Tax Credits payable 2015/2016 approved by the City Assessor.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RE

#14b

Date: 06/16/15

Weekly Agenda Date: 06/23/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Board – Dennis Butler & County Auditor – Jean Jessen

SUBJECT: Business Property Tax Credits disallowed by the City Assessor

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discuss and Approve the 2014 Business Property Tax Credits payable 2015/2016 disallowed by the City Assessor

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the 2014 Business Property Tax Credits payable 2015/2016 disallowed by the City Assessor.

Approved by Board of Supervisors March 3, 2015.

CITY ASSESSOR - DISALLOWED BUSINESS PROPERTY TAX CREDIT 2014 - PAYABLE 2015-2016

GIS	CONTACT	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY	STATE	ZIP	PROPERTY ADDRESS	REASON
1617226904	AT&T Mobility LLC	email: bm8754@att.com					110 20th St. SW	Sent to Wrong County
2305226904	AT&T Mobility LLC	email: bm8754@att.com					208 Industrial Bypass	Sent to Wrong County
2106351901	AT&T Mobility LLC	email: bm8754@att.com					4596 Dove Ave.	Sent to Wrong County
1810376901	AT&T Mobility LLC	email: bm8754@att.com					4424 410th St.	Sent to Wrong County
1603126901	AT&T Mobility LLC	email: bm8754@att.com					3253 390th St.	Sent to Wrong County
609426901	AT&T Mobility LLC	email: bm8754@att.com					2875 Lily Ave.	Sent to Wrong County
426312901	AT&T Mobility LLC	email: bm8754@att.com					1014 3 Road St.	Sent to Wrong County
333126901	AT&T Mobility LLC	email: bm8754@att.com					2553 320th St.	Sent to Wrong County
894728453901	Avery Brothers LLC	PO Box 235		Sioux City	IA	51102	309 Court St.	New Parcel for 2015 - does not qualify for 2014
894728115004	Bentley, Michael	1012 Douglas St.		Sioux City	IA	51105	1012 Douglas St.	Multi-Family
894728115005	Bentley, Michael	1012 Douglas St.		Sioux City	IA	51105	1014 Douglas St.	Multi-Family
894814403002	Dearby Dream Clean LLC	10 Spruce Ave.		No. Sioux City	SD	57049	5302 Military Rd.	Received after 3/15/15 deadline for 2014 Assessment Year
894814451007	Dearby Dream Clean LLC	10 Spruce Ave.		No. Sioux City	SD	57049	5234 Military Rd.	Received after 3/15/15 deadline for 2014 Assessment Year
884718351002	Finalfour, LLC	33108 Gypsum Ave.		Sioux City	IA	51108	4444 York St.	Received after 3/15/15 deadline for 2014 Assessment Year & Owner's Name on Application not
894728459004	First & Court LLC	Vaughan, Kevin	800 Stevens Port Dr.	Dakota Dunes	SD	57049	101 Court St.	Received after 3/15/15 deadline for 2014 Assessment Year
884717154004	Heritage Bank	4530 Singing Hills Blvd.		Sioux City	IA	51106	4530 Singing Hills Blvd.	Received after 3/15/15 deadline for 2014 Assessment Year

894729213028	Holsinger, Robert	722 W. 7th St.		Sioux City	IA	51103	722 W. 7th St.	Received after 3/15/15 deadline for 2014 Assessment Year
884707429003	Homyk, Zach	311 S. Wacker Dr., Ste 4800		Chicago	IL	60606	4290 Sergeant Rd.	Applicant not Deed Holder
884813328004	Homyk, Zach	311 S. Wacker Dr., Ste 4800		Chicago	IL	60606	2525 Singing Hills Blvd.	Signer of Application is not Deed Holder
884708377025	Homyk, Zach	311 S. Wacker Dr., Ste 4800		Chicago	IL	60606	4930 Sergeant Rd.	Applicant not Deed Holder
894715479001	Merchant, Robert	2908 Morgan St.		Sioux City	IA	51104	2930 Robinson St.	Received after 3/15/15 deadline for 2014 Assessment Year
894715479002	Merchant, Robert	2908 Morgan St.		Sioux City	IA	51104	2924 Robinson St.	Received after 3/15/15 deadline for 2014 Assessment Year
894715479003	Merchant, Robert	2908 Morgan St.		Sioux City	IA	51104	2928 Robinson St.	Received after 3/15/15 deadline for 2014 Assessment Year
884801476013	Mid-Step Services, Inc.	Turbes, Gary	4303 Stone Ave.	Sioux City	IA	51106	2815 Lincoln Way	Group Housing
884708426005	Sioux City Lodging Partners LLC	2517 W Brentridge St.		Sioux Falls	SD	57108	5555 Sergeant Rd.	Received after 3/15/15 deadline for 2014 Assessment Year
894729309004	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	1316 W. 1st St.	Inactive parcel # & Applicant not Deed Holder
894729309007	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	250 S. Ross St.	Inactive parcel #
894729309008	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	499 S. George St.	Inactive parcel #
894729309009	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	1400 W. 1st St.	Inactive parcel #
894729309010	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	1300 W. 1st St.	Inactive parcel #
89472309011	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	1304 W. 1st St.	Inactive parcel #
894729309012	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	75 Hamilton Blvd.	Inactive parcel #
894729309013	Soo Tractor Sweeprake Co.	1400 W. 1st St.	PO Box 1283	Sioux City	IA	51102	1302 W 1st St.	Inactive parcel #
884718227003	Sortino, Michael P.	444 Riverfront Plaza #604		Omaha	NE	68102	4501 Southern Hills Dr.	Received after 3/15/15 deadline for 2014 Assessment Year

884717102004	Sortino, Michael P.	444 Riverfront Plaza #604		Omaha	NE	68102	4501 Southern Hills Dr.	Received after 3/15/15 deadline for 2014 Assessment Year
884717102003	Sortino, Michael P.	444 Riverfront Plaza #604		Omaha	NE	68102	4501 Southern Hills Dr.	Received after 3/15/15 deadline for 2014 Assessment Year
884705111009	TMJ Rentals LLC	Jackson, Tori	4601 S. Ridge Dr.	Sioux City	IA	51106	4507 Garretson	Residential
894708351004	Van De Steeg, Shane & Karen	3701 Stone Park Blvd.		Sioux City	IA	51103	3701 Stone Park Blvd.	Residential

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

#14C

Date: 06/16/15

Weekly Agenda Date: 06/23/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Board – Dennis Butler & County Auditor – Jean Jessen

SUBJECT: Business Property Tax Credits approved by the County Assessor

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discuss and Approve the 2014 Business Property Tax Credits payable 2015/2016 approved by the County Assessor

EXECUTIVE SUMMARY:

BACKGROUND: {Because there are 80 applications, we have printed the applications and they will be available for you to review in the Board Administration Office. By KJ}

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve the 2014 Business Property Tax Credits payable 2015/2016 approved by the County Assessor.

Approved by Board of Supervisors March 3, 2015.

#14d

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) F

Date: 06/16/15

Weekly Agenda Date: 06/23/15

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: County Auditor – Jean Jessen

SUBJECT: Cigarette Permit July 1, 2015 – June 30, 2016

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Approve a 12-month Cigarette/Tobacco Permit for Heritage Express, 1501 330th St., Sloan, Iowa, effective 07/01/15 through 06/30/16.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

RECOMMENDATION:

ACTION REQUIRED / PROPOSED MOTION: Motion to approve a 12-month Cigarette/Tobacco Permit for Heritage Express, 1501 330th St., Sloan, Iowa, effective 07/01/15 through 06/30/16.

Approved by Board of Supervisors March 3, 2015.

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) RECOMMENDATION

15

Date: June 18, 2015

Weekly Agenda Date: June 23, 2015

DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

SUBJECT: **LED Potential for Woodbury County**

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: LED Potential for Woodbury County

EXECUTIVE SUMMARY: Woodbury County could potentially become the first all-LED county in the state of Iowa with some progressive, forward-planning.

BACKGROUND: Currently, rebates through Mid-American are incentivizing LED fixtures (bulbs, ballasts) from 75-90% (and even in some cases potentially 100% of costs). However, these rebates will very likely be revised as of January of 2016. My understanding of the current lighting implementation is that utilization of T-8 (most likely 32 watt rather than higher efficiency 25 watt) were purchased at a bulk discount rate. However, with the new LED incentives, even at \$125 / fixture, Mid-American could incentivize the full cost, especially if county-wide these were purchased in bulk. For these to be seriously considered, we would have to work with a representative from Mid-American, have the Baker Group walk the buildings and get counts and do so on an at-cost "special project" basis. The Baker Group could determine what this scope of work would be. The installation cost would be the bulk of what this would come down to but has exciting potential, especially as it relates to the mitigation of labor in the future. Typically, LED bulbs have more than a 15 year replacement life.

FINANCIAL IMPACT: None at this time.

RECOMMENDATION: The Board consider the information presented.

ACTION REQUIRED: None at this time.



Federal Emergency Management Agency

Washington, D.C. 20472

JUN 19 2015 AM 10:12

June 15, 2015

THE HONORABLE MARK MONSON
CHAIRPERSON, BOARD OF SUPERVISORS
WOODBURY COUNTY
620 DOUGLAS STREET, ROOM 104
SIOUX CITY, IA 51101

CASE NO.: 15-07-1298A
COMMUNITY: WOODBURY COUNTY, IOWA
(UNINCORPORATED AREAS)
COMMUNITY NO.: 190536

DEAR MR. MONSON:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Revision based on Fill (LOMR-F) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.

Sincerely,

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

LOMR-F DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region
Mr. Douglas Mordhorst



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	WOODBURY COUNTY, IOWA (Unincorporated Areas)	A portion of Section 26, Township 86 North, Range 46 West, 5th Principal Meridian, as described in the Warranty Deed recorded as Document No. 10399, in Roll 708, Images 4819 and 4820, in the Office of the Recorder, Woodbury County, Iowa
	COMMUNITY NO.: 190536	
AFFECTED MAP PANEL	NUMBER: 19193C0575D DATE: 9/29/2011	
FLOODING SOURCE: FARMERS DITCH		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 42.229, -96.155 SOURCE OF LAT & LONG: GOOGLE EARTH PRO DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	3281 Fayette Avenue	Structure	X (unshaded)	--	1066.6 feet	--

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

PORTIONS REMAIN IN THE SFHA
ZONE A

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)


PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 847 South Pickett Street, Alexandria, VA 22304-4605.


Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration



JUN 18 2015 AM 9:47

THOMPSON, PHIPPS & THOMPSON, LLP

ATTORNEYS AT LAW

P.O. BOX 219

KINGSLEY, IOWA 51028

FAX (712) 378-3622

TELEPHONE (712) 378-3611

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P.O. BOX 442

MOVILLE, IOWA 51039

(712) 873-3210

REMSEN OFFICE:

P.O. BOX 9

REMSEN, IOWA 51050

(712) 786-2416

BARRY THOMPSON†

PATRICK J. PHIPPS*

CHAD C. THOMPSON*

JEFFREY S. KUCHEL

JAY P. PHIPPS

* ALSO ADMITTED IN NEBRASKA

* ALSO ADMITTED IN SOUTH DAKOTA

June 16, 2015

Woodbury County Board of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Re: Nellie Belle Farms, LLC
- Voluntary Annexation

Dear Board of Supervisors:

Enclosed please find the Application for Voluntary Annexation received by the City of Correctionville for property owned by Nellie Belle Farms, LLC. This notice is given to you pursuant to Iowa Code Sections 368.5 and 368.7 specifically to the Board of Supervisors of Woodbury County of the area in which the property lies. The property which is being annexed is legally described as follows:

COMMENCING AT THE EAST QUARTER CORNER SECTION 34;
TOWNSHIP 89 NORTH, RANGE 42 WEST, WOODBURY
COUNTY, IOWA; THENCE ALONG QUARTER SECTION LINE,
NORTH 87 DEGREES 43 MINUTES 43 SECONDS WEST
1014.58 FEET; THENCE DEPARTING SAID LINE, NORTH
02 DEGREES 16 MINUTES 17 SECONDS EAST 61.44 FEET
TO THE POINT OF BEGINNING BEING THE NORTHERN
RIGHT-OF-WAY OF U.S. HIGHWAY 20; THENCE ALONG
SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND
DISTANCES: NORTH 87 DEGREES 39 MINUTES 39 SECONDS
WEST 164.00 FEET TO STATION 10836+20/53' LEFT;
THENCE NORTH 02 DEGREES 20 MINUTES 48 SECONDS
EAST 17.00 FEET TO STATION 10836+20/70' LEFT;
THENCE NORTH 28 DEGREES 21 MINUTES 45 SECONDS
WEST 176.84 FEET INTERSECTING THE EASTERN RIGHT-
OF-WAY OF HIGHWAY 31; THENCE ALONG HIGHWAY 31
RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES:

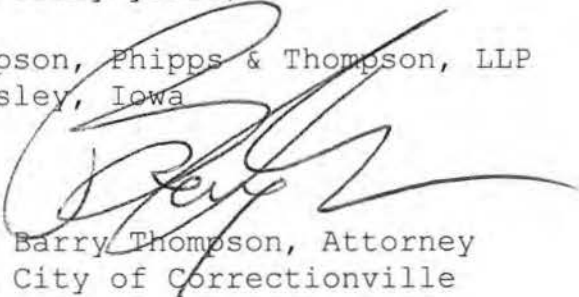
NORTH 15 DEGREES 52 MINUTES 56 SECONDS EAST 79.07 FEET TO STATION 44+00.1/60' RIGHT; THENCE 85.01 FEET BY ARC DISTANCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1086.00 FEET AND A CHORD BEARING OF NORTH 10 DEGREES 45 MINUTES 38 SECONDS EAST 84.99 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY; SOUTH 87 DEGREES 39 MINUTES 39 SECONDS EAST 223.32 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 21 SECONDS WEST 330.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.67 ACRES, MORE OR LESS, EXCLUSIVE OF U.S. HIGHWAY 20 AND HIGHWAY 31 RIGHT-OF-WAY AND IS SUBJECT TO RECORDED AND UNRECORDED EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAYS.

Very truly yours,

Thompson, Phipps & Thompson, LLP
Kingsley, Iowa

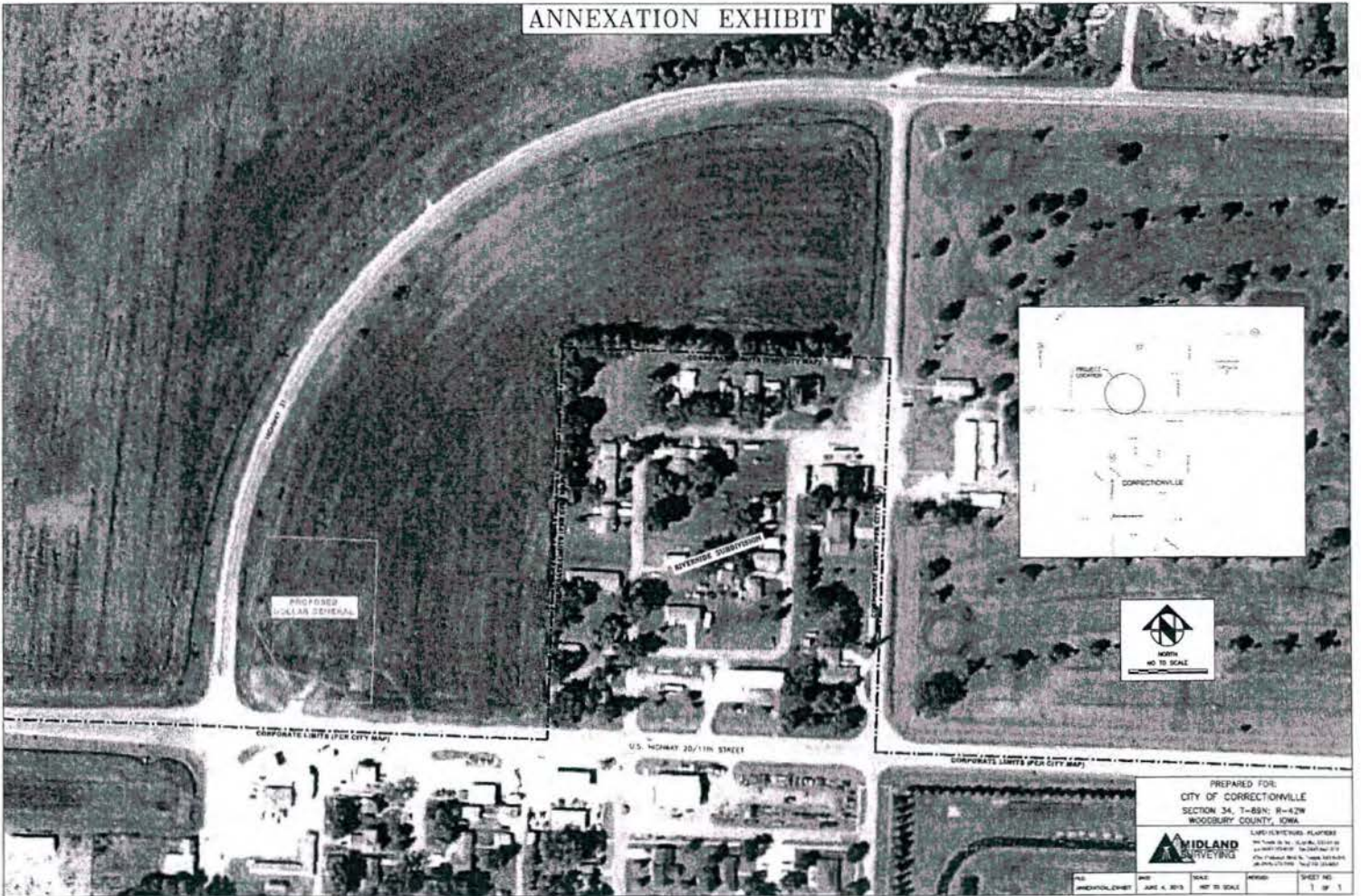
By:



Barry Thompson, Attorney
City of Correctionville

BT:kp
Enclosure

ANNEXATION EXHIBIT



PREPARED FOR:
 CITY OF CORRECTIONVILLE
 SECTION 34, T-88N; R-42W
 WOODBURY COUNTY, IOWA

MIDLAND SURVEYING
 LAND SURVEYING, PLANNING
 200 TOWN OF ST. ALBANS, 52212-00
 563-6877-2242 EXT. 200 (OFFICE) 563-6877-2242
 2701 W. HAWK DR. #100, THURSDAY, IA 52584
 563-6877-2242 FAX 563-6877-2242

DATE	DRAWN/PLANNED	DATE	SCALE	REVISION	SHEET NO.
	JAN 4, 2015		NOT TO SCALE		1 OF 1

ANNEXATION MAP



LAND SURVEYORS / PLANNERS

Description

Commencing at the East Quarter Corner Section 34, Township 89 North, Range 42 West, Woodbury County, Iowa; thence along Quarter Section Line, North 87 degrees 43 minutes 43 seconds West 1014.58 feet; thence departing said line, North 02 degrees 16 minutes 17 seconds East 61.44 feet to the Point of Beginning being the Northern right-of-way of U.S. Highway 20; thence along said right-of-way the following courses and distances: North 87 degrees 39 minutes 39 seconds West 164.00 feet to Station 10836+20/53' left; thence North 02 degrees 20 minutes 48 seconds East 17.00 feet to Station 10836+20/70' left; thence North 28 degrees 21 minutes 45 seconds West 176.84 feet intersecting the Eastern right-of-way of Highway 31; thence along Highway 31 right-of-way the following courses and distances: North 15 degrees 52 minutes 56 seconds East 79.07 feet to Station 44+00.1/60' right; thence 85.01 feet by arc distance along a curve to the right having a radius of 1086.00 feet and a chord bearing of North 10 degrees 45 minutes 38 seconds East 84.99 feet; thence departing said right-of-way; South 87 degrees 39 minutes 39 seconds East 223.32 feet; thence South 02 degrees 20 minutes 21 seconds West 330.00 feet to the point of beginning.

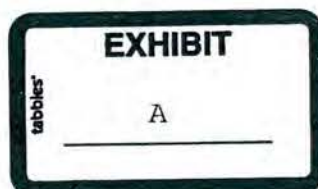
The above described tract of land contains 1.67 acres, more or less, exclusive of U.S. Highway 20 and Highway 31 right-of-way and is subject to recorded and unrecorded easements, restrictions and right-of-ways.

I HEREBY CERTIFY that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Adam Teale, P.L.S.

Date: June 4, 2015 Reg. No. 17685

My registration expires Dec. 31, 2016



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IT TAKES JUST ONE PERSON TO CHANGE ONE LIFE



AreUthe1

As one of **United Way's**
TOP 50 SUPPORTERS,
you are invited to join us

Wednesday, July 22, 2015 / 4:00-5:00 PM
Office Systems Co. / 308 Iowa Street

This event is designed especially for you as a top supporter of **United Way**.
Your presence is important as we prepare to launch our **2015-2016 Campaign**.
A short presentation will keep you up-to-date on what the **United Way** is working
on in our community.

Chic and Janet Wolfe
Campaign Chairs
Office Systems Co.

Beverages and Appetizers will be hosted by Chic and Janet Wolfe.
Please RSVP to the United Way at 255.2961 or
email: jwalsh@unitedwaysiouxland.com