



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (AUGUST 4, 2015) (WEEK 32 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@cablone.net

Matthew A. Ung
490-7852
matthewung@sioux-city.org

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

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

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

AGENDA

- | | | |
|--------------------------------|--|-------------|
| 4:30 p.m. | 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| | 2. Citizen Concern | Information |
| | 3. Approval of the agenda August 4, 2015 | Action |
| | 4. Approval of the minutes of July 28, 2015 meeting | Action |
| | 5. Discussion and approval of claims | Action |
| | 6. Human Resources – Ed Gilliland | |
| | a. Approval of Memorandum of Personnel Transactions | Action |
| | b. CWA Deputy Sheriff Contract Arbitration Outcome, Discussion | |
| | c. Approval of Memorandum of Understanding regarding Sheriff Reserves among Sheriff, the Board of Supervisors, and CWA, Discussion and Action | Action |
| 4:35 p.m.
(Set time) | 7. Board Administration – Karen James | |
| | a. Public Hearing and Sale of Property Parcel #178890 (2816 W. 14th Street) | Action |
| | b. Discussion and action on the payment of the County's share of the operational costs for fiscal year 2015 at the Security Institute located at Western Iowa Tech - Dennis Butler | Action |

- | | | |
|-----|--|-------------|
| 8. | Rural Economic Development – David Gleiser | |
| | a. Approval of Resolution allowing the City of Lawton to extend the Char-Mac Phase II TIF to 15 years and authorize the Chairman to sign said resolution | Action |
| | b. Investing in Woodbury County RLF – Signing of closing documents for Ultimate Fitness, Inc. | Action |
| 9. | Secondary Roads – Mark Nahra | |
| | a. Final review of County Secondary Road Department policies for road upgrade requests and departmental vehicle use | Information |
| | b. Consideration of approval of the contract for the replacement of county bridge X101 on 325 th Street west of Danbury | Action |
| | c. Consideration of permits for work within the highway Right-of Way for the Uncle Ben 5K run in Cushing | Action |
| | d. Consideration of permits for work within the highway Right-of-Way for Amy Webb | Action |
| 10. | Reports on committee meetings | Information |
| 11. | Citizen's Concerns | Information |
| 12. | Board Concerns and Comments | Information |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

MONDAY, AUGUST 3	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, AUGUST 4	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, AUGUST 5	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
TUESDAY, AUGUST 11	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, AUGUST 12	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
	5:00 p.m.	Conservation Board Meeting, Snyder Bend Park
THURSDAY, AUGUST 13	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St., Sioux City, Iowa
	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
TUESDAY, AUGUST 18	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech
WEDNESDAY, AUGUST 19	12:00 noon	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202, Sioux City, Iowa
THURSDAY, AUGUST 20	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
MONDAY, AUGUST 24	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, AUGUST 25	1:30 p.m.	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
TUESDAY, SEPTEMBER 1	4:45 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, SEPTEMBER 2	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.

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.



JULY 28, 2015 — THIRTYFIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 28, 2015 at 4:30 p.m. Board members present were Clausen, Monson, Smith, and Ung; Taylor was absent. Staff members present were Karen James, Board Administrator, Dennis Butler, Finance/Operations Controller, Ed Gilliland, Human Resources Director, Gloria Mollet, Assistant Human Resources Director, and Patrick Gill, Auditor/Clerk to the Board.

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

There were no citizen concerns.

Motion by Smith second by Ung to approve the Agenda for July 28, 2015. Carried 4-0. Copy filed.

Motion by second by to approve the minutes of the July 21, 2015 Board meeting and the July 23, 2015 Joint Meeting with the City of Anthon. Carried 4-0. Copy filed.

Motion by Clausen second by Ung to approve the county's claims totaling \$457,189.74 Carried 4-0. Copy filed.

Motion by Monson second by Clausen to approve the separation of Dagmar Kopacs-Radloff effective 07/17/15.; the reclassification of Bradley Carlson, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 8-13-15, \$17.68/hour, 5.5%=\$.92/hour.; the reclassification of Michael VanBeest, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 8-13-15, \$17.68/hour, 5.5%=\$.92/hour Carried 4-0. Copy filed.

Motion by Clausen second by Smith to authorize the Chairman to Sign the Authorization to Initiate the Hiring Process for a Full-time Female Youth Worker at the Juvenile Detention center. Carried 4-0.

Motion by Clausen second by Smith to approve the ADP changes Process for a Full-time Female Youth Worker at the Juvenile Detention center. Carried 4-0.

Motion by Clausen second by Ung to approve the tax suspension for Pamela Crabb Conway, 1023 Edgewater Avenue, Sioux City, IA, parcel #894814328018. Carried 4-0.

Motion by Clausen second by Smith to approve and receive for signatures a Resolution naming depositories for the County Conservation Department. Carried 4-0.

**RESOLUTION #12,227
RESOLUTION NAMING DEPOSITORIES**

BE IT RESOLVED by the Woodbury County Board of Supervisors in Woodbury County, Iowa: That we do hereby designate the following named banks to be depositories of the Woodbury County funds in amounts not to exceed the amount named opposite each of said designated depositories and Michael Clayton, Woodbury County Treasurer is hereby authorized to deposit the Woodbury County funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to wit:

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT	MAXIMUM DEPOSIT
		In the effect Prior resolution	under the resolution
U.S. Bank	Sioux City, Iowa	\$50,000,000	\$50,000,000
Security National Bank	Sioux City, Iowa	50,000,000	100,000,000
Wells Fargo Bank	Sioux City, Iowa	50,000,000	50,000,000
Pinnacle Bank	Sioux City, Iowa	50,000,000	50,000,000
First National Bank	Sioux City, Iowa	50,000,000	50,000,000
Primebank	Sioux City, Iowa	50,000,000	50,000,000

Vantus Bank	Sioux City, Iowa	5,000,000	5,000,000
US Bank	Sioux City, Iowa	50,000,000	50,000,000
Pioneer Bank	Sergeant Bluff, Iowa	5,000,000	10,000,000
Sloan State Bank	Sloan, Iowa	1,000,000	5,000,000
Valley Bank & Trust	Danbury, Iowa	1,000,000	1,500,000
Iowa/Nebraska State Bank	Hornick, Iowa	5,000,000	5,000,000
First National Bank	Correctionville, Iowa	5,000,000	5,000,000
United Bank of Iowa	Moville, Iowa	5,000,000	5,000,000
Heritage Bank	Anthon, Iowa	3,000,000	5,000,000
Heritage Bank	Holstein, Iowa	5,000,000	5,000,000
Liberty Bank	Sioux City, Iowa	5,000,000	25,000,000
First American Bank	Sioux City, Iowa	10,000,000	10,000,000
Central Bank	Sioux City, Iowa	10,000,000	10,000,000

SO RESOLVED this 28th day of July 2015
WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Motion by Ung second by Clausen to approve and receive for signatures a Resolution naming depositories for the County Treasurer. Carried 4-0.

**RESOLUTION # 12,228
 RESOLUTION NAMING DEPOSITORIES**

BE IT RESOLVED by the Woodbury County Board of Supervisors in Woodbury County, Iowa: That we do hereby designate the following named banks to be depositories of the Woodbury County funds in amounts not to exceed the amount named opposite each of said designated depositories and Rick Schneider, Woodbury County Conservation is hereby authorized to deposit the Woodbury County funds in amounts not to exceed in the aggregate the amounts named for said banks as follows, to wit:

NAME OF DEPOSITORY	LOCATION	MAXIMUM DEPOSIT	MAXIMUM DEPOSIT
		In the effect Prior resolution	under the resolution
First National Bank	Correctionville, Iowa	\$15,000	\$60,000
Kingsley State Bank	Sergeant Bluff, Iowa	\$ -----	\$40,000

SO RESOLVED this 28th day of July, 2015
WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

Motion by Ung second by Smith to receive the Auditor's Quarterly Report of Payroll Taxes for the 2nd quarter ending 06/30/2015. Carried 5-0. Copy filed.

Motion by Ung second by Smith to authorize the Chairman and the Rural Economic Development Director to sign letters to the EPA on behalf of the Board of Supervisors and the Rural Economic Development Department in opposition to the proposed regulatory changes on the National Ambient Air Quality Standard. Carried 4-0.

Motion by Smith second by Clausen to postpone indefinitely action to approve a contribution to the legal defense fund for the Des Moines Waterworks lawsuit. Carried 4-0. Copy filed.

Motion by Ung second by Clausen to authorize the Emergency Services Department to apply for the 2015 MRHD Special Grant Program and sign the approval letter for the grant application and award for the total funding of \$195,000.00, with an in kind match of 25% for \$48,750.00 which includes \$12,750.00 in sweat equity and trade in value of the 1989 Ford F750 of \$12,000.00 and the remaining estimated amount of \$24,000.00 from local funding to purchase a new four ton, diesel truck & box. Emergency Services will install light, radios, generator and cascade system and complete signage on the new unit as part of the sweat equity match. Carried 4-0. Copy filed.

Motion by Smith second by Clausen to approve and authorize the Chairman to sign the certificate of completion for Grading and Drainage work on Andrew Avenue and 240th Street for Lieber Construction. Carried 4-0. Copy filed.

Motion by Clausen second by Ung to approve and authorize the Chairman to sign the certificate of completion for Grading and Drainage work on Grundy Avenue and 220th Street for L.A. Carlson Contracting. Carried 4-0. Copy filed.

Motion by Ung second by Smith to approve the construction plans for project number RCX-CO97(119)—98-97. Carried 4-0. Copy filed.

Motion by Clausen second by Ung to approve the contract for PCC and HMA Crushing with Schmillen Construction of Marcus, Iowa for \$137,250.00. Carried 4-0. Copy filed.

Motion by Clausen second by Ung to accept and award the quotations from Jensen Motors for one Ford F150 pickup and from Knoefler Chevrolet for one Chevy 1500 pickup. Carried 4-0. Copy filed.

Reports on committee meetings.

There were no citizen's concerns.

Board concerns and comments.

The Board adjourned the regular meeting until August 4th, 2015.

Meeting sign in sheet. Copy filed.

#6a

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

Date: 7-30-15

Weekly Agenda Date: 8-04-15

DEPARTMENT HEAD / CITIZEN: <u>Ed Gilliland</u>		
SUBJECT: <u>Memorandum of Personnel Transactions</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: 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.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: August 4, 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
Barnes, Darius	County Sheriff	8-05-15	Civilian Jailer	\$17.48/hour		A	Job Vacancy Posted 5-27-15. Entry Level Salary: \$17.48/hour.
Venable-Ridley, Cornelia	County Attorney	8-26-15	Asst. County Attorney	\$59,693/year	5%=\$2,864/yr	R	Per AFSCME Asst. County Attorney Contract agreement, from Step 2 to Step 3.

APPROVED BY BOARD DATE: _____

GLORIA MOLLET, ASST. HR DIRECTOR *Gloria Mollet*

**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
smalltt

RE: Memorandum of Personnel Transactions

DATE: August 4, 2015

For the August 4, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) County Sheriff Civilian Jailer, Appointment.
- 2) Asst. County Attorney, from Step 2 to Step 3.

Thank you.

#66

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

Date: 7-30-15

Weekly Agenda Date: 8-04-15

DEPARTMENT HEAD / CITIZEN: <u>Ed Gilliland</u>		
SUBJECT: <u>CWA Deputy Sheriff Contract Arbitration Outcome</u>		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input checked="" type="checkbox"/>

WORDING FOR AGENDA ITEM: CWA Deputy Sheriff Contract Arbitration Outcome, Discussion.

EXECUTIVE SUMMARY:

BACKGROUND:

FINANCIAL IMPACT:

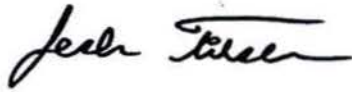
RECOMMENDATION:

ACTION REQUIRED/PROPOSED MOTION:

Approved by Board of Supervisors March 3, 2015.

AWARD

The wages for all classifications covered by the contract shall be increased by 3% for the contract year beginning July 1, 2015



Josh Tilsen
Labor Arbitrator

Dated at St. Paul, Minnesota
July 13, 2015

#6c

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ___ day of July, 2015 by and among Woodbury County, the Woodbury County Sheriff's Department ("the Department"), and Communications Workers of America, AFL-CIO, Correctional Officers – CWA 7177 ("CWA 7177") in order to memorialize the understanding of the parties with respect to the use of part-time correctional officers ("COs") within the Woodbury County Jail Division ("Jail Division"). This MOU shall be effective from July 1, 2015 until terminated upon mutual agreement of the parties or by any party at any time, with or without cause, upon thirty (30) days advance written notice to the other parties. The parties agree that they will review the terms and conditions of this MOU every six (6) months in order to assess whether it continues to reflect the shared objectives of the parties.

During the term of this MOU, the parties agree to work cooperatively to increase staffing levels within the Jail Division as economically as possible through the utilization of part-time COs, with the understanding that all such staffing increases will be budget-neutral and will not result in a request for an increase in the Department's budget. The parties agree that all available work will first be offered to full-time COs through CWA before part-time COs are utilized.

The parties agree that part-time COs will not be subject to the terms of the current contract between Woodbury County and CWA 7177. Accordingly, part-time COs will be paid at the rate of fifteen dollars (\$15.00) per hour; will not be eligible or entitled to receive benefits; will not be required to receive or maintain the same or comparable training and certification required of and/or afforded to full-time CWA 7177 members; and will not exceed twenty-four (24) hours of work in a forty (40) hour work period. The specific tasks assigned to part-time COs will be determined by the lieutenant and sergeant on duty and will reflect the training and experience of the part-time CO assigned to perform said tasks. CWA expressly acknowledges and agrees that the use of part-time COs to provide correctional services to the Jail Division on the terms set forth in this MOU is not a Prohibited Practice in violation of the terms of the contract between Woodbury County and CWA 7177.

It is understood and agreed by the parties that the use of part-time COs is a short term approach intended to alleviate current staffing concerns. Woodbury County and the Department agree that they will work in good faith to maintain appropriate CO staffing levels within the Jail Division and CWA 7177 agrees that it will work in good faith to decrease the use of overtime and sick time by full-time COs.

WOODBURY COUNTY

By: _____
Mark Monson, Board Chair

Date: _____

WOODBURY COUNTY SHERIFF'S DEPARTMENT

By: _____
Dave Drew, Sheriff

Date: _____

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CORRECTIONAL OFFICERS – CWA 7177

By: _____

Date: _____

Title: _____

#7a

RESOLUTION

NOTICE OF PROPERTY SALE

Parcel #178890

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

**Lot Three (3), Garden View Addition, City of Sioux City, Woodbury County, Iowa
(2816 W. 14th Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **4th Day of August, 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 **4th Day of August, 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 \$275.00** 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 21st Day of July, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Mark A. Monson, Chairman

REQUEST FOR MINIMUM BID

Name: Isaac Curk Date: 3/19/14

Address: 204 Ross St. Phone: 389-4997

Address or approximate address/location of property interested in:

2816 W. 14th St.

894730102003

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

Legal Description:

Lot 3, Garden View Addition, City of Sioux City,
Woodbury County, Iowa

Tax Sale #/Date: # 1199 6/21/10 Parcel # 178890

Tax Deeded to Woodbury County on: 12/4/2014

Current Assessed Value: Land \$7,100- Building Ø Total \$7,100-

Approximate Delinquent Real Estate Taxes: \$934-

Approximate Delinquent Special Assessment Taxes: \$297-

*Cost of Services: \$125-

Inspection to: George Boykin Date: 3/19/14

Minimum Bid Set by Supervisor: \$150- plus \$125 costs = \$275-

Date and Time Set for Auction: August 4th @ 4:35 p.m.

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Sections
- Residential Sales**
- ▭ 2013
- ▭ 2014
- ▭ 2015
- ▭ Parcels

Parcel ID	894730102003	Alternate ID	178890	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2816 W 14TH ST	Acreage	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GARDEN VIEW				
	LOT 3				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/15/2015
 Last Data Upload: 7/14/2015 10:39:57 PM

 Developed by
 The Schneider Corporation



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Sections
- Residential Sales
 - 2013
 - 2014
 - 2015
- Parcels

Parcel ID	894730102003	Alternate ID	178890	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	0-0-0	Class	R		WOODBURY COUNTY COURTHOUSE
Property Address	2816 W 14TH ST	Acreage	n/a		620 DOUGLAS ST
	SIOUX CITY				SIOUX CITY, IA 51101-0000
District	087 SC LL SIOUX CITY COMM				
Brief Tax Description	GARDEN VIEW				
	LOT 3				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 7/15/2015
 Last Data Upload: 7/14/2015 10:39:57 PM

#7b

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) R

Date: July 30, 2015

Weekly Agenda Date: August 4, 2015

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Dennis D. Butler, Finance/Operations Controller

SUBJECT: Woodbury County's Share of the Operational Costs at the Security Institute.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Discussion and Action on the Payment of the County's Share of the Operational Costs for Fiscal Year 2015 at the Security Institute Located at Western Iowa Tech.

EXECUTIVE SUMMARY: Woodbury County's share of the operational expenditures for each fiscal year are sent out at the end of the fiscal year for payment to Western Iowa Tech regarding the Security Institute. The costs are usually paid in period 13 of that fiscal year.

BACKGROUND: Woodbury County's share of the Security Institute costs for FY 2014 was \$ 26,142.51. The invoice for this expenditure was not billed to the County until September 16, 2014. Gary Brown made several attempts to get the invoice from Western Iowa Tech. As the bill was received late, period 13 for FY 2014 closed at the end of August, 2014. Due to that fact, the invoice was processed out of the FY 2015 budget year. Now Western Iowa Tech sent the invoice for the County's share of the operational costs for FY 2015. The budget for rent is going to be short because of the doubling up of two years when one is only budgeted. The cash carryover in the EMS Fund includes funds to cover the FY 2015 shared costs. It must be remembered for FY 2015, EMA and EMS were in the same budget. Starting in FY 2016 the EMA and the EMS have their own budgets and funds. The costs for the operation of the Security Institute are budgeted in the FY 2016 EMA Budget.

FINANCIAL IMPACT: As of July 1, 2015 the cash balance in the EMS Fund was \$85,805.55. This balance will be reduced by the \$ 44,535.73 which is the invoice for FY 2015. This remaining balance will be sufficient as EMS and EMA will be reimbursed for actual monthly expenses following the month the expenses were incurred.

RECOMMENDATION: Use the cash reserves in the EMS fund to cover the FY 2015 expenditures and allow EMS amend the FY 2015 EMS budget when the first budget amendment is done in December of 2015.

ACTION REQUIRED / PROPOSED MOTION: Motion by _____, second by _____ to approve the use of EMS cash reserves to fund Woodbury County's share of the Security Institutes Operational cost for FY 2015 which will be covered in the first budget amendment done in December of 2015.

Approved by Board of Supervisors March 3, 2015.

Western Iowa Tech Community College
 4647 Stone Avenue
 P.O. Box 5199
 Sioux City, Iowa 51102-5199
 (712) 274-6400
 Fax (712) 274-6412

INVOICE
 The Security Institute Operating Expenditures for FY 2014

Invoice Number

Account Holder: 201638 Woodbury County Auditor Office

Invoice Due Date
 Upon Receipt

Woodbury County Auditor Office
 620 Douglas Street, Room 103
 Sioux City, IA 51101

Invoice Type: AD

Code	Description	Charges	Credits
MNR	Salary and benefits	7,178.92	
MNR	Generator Maintenance	1,216.67	
MNR	Janitorial/Maintenance/Waste Removal	908.00	
MNR	Window and Floor Mat Cleaning	323.33	
MNR	Fire Alarm Testing	466.67	
MNR	Elevator Maintenance	184.00	
MNR	HVAC Maintenance	1,913.40	
MNR	Boiler Maintenance	600.00	
MNR	Pest Control	166.67	
MNR	Facility Building Costs	13,184.85	
Total		26,142.51	

Invoice Net: 26,142.51

Balance Due: 26,142.51

Checks provided as payment may be used to make a one-time electronic fund transfer from your account or processed as a check transaction. Funds may be withdrawn from your account as soon as the same day you make the payment and you may not receive your check back from your financial institution. For inquiries, please call 712-274-6400 ext. 1210.

FILED
 COUNTY AUDITOR / RECORDER
 WOODBURY CO., IA
 SEP 16 2014
 PATRICK GILL
 AUDITOR / RECORDER

Bill Sept. 16, 2014 to Late
 For Period 13 FY 14

Paid FY 15

Group ⁴¹⁹ 1975 Emergency Services
Transaction # 700

Period ~~12~~ 3/2014⁵ MM/YYYY

Press Enter to continue.

Transaction date : 06/30/2014 mm/dd/yyyy
Voucher number :
Account number (F4) : 760 1211 412 45 01 RENT BUILDINGS
Project number (F4) :
Purchase order (F4) :
Vendor number (F4) : 248200 WESTERN IOWA TECH

Invoice number : 6302014
Transaction amount (2 Dec) . . : 2614251
Bank code (F4) :
Description 1 :
Description 2 :

More...

F3=Exit
F15=Period dates F16=Balance

F12=Cancel F19=Vendor Addr
F18=Defaults F24=More keys

PATRICK F. GILL
WOODBURY COUNTY
AUDITOR & RECORDER &
COMM. OF ELECTIONS
2014 SEP 9 AM 9 24



FILED
COUNTY AUDITOR / RECORDER
WOODBURY CO., IA

SEP 16 2014

PATRICK F. GILL
AUDITOR / RECORDER



July 22, 2015

Woodbury County Emergency Services
121 Deer Run Trail
Climbing Hill, IA 51015

■
Western Iowa Tech
Community College
4647 Stone Avenue
P.O. Box 5199
Sioux City, IA 51102-5199
712-274-6400
800-352-4649
Fax: 712-274-6412
www.witcc.edu

Western Iowa Tech Community College has gathered all the operational costs for The Security Institute facility for the period July 1, 2014 thru June 30, 2015. As per the agreement, the City, County and College would share equally in those costs associated with operating and maintaining this facility. The operational costs totaled \$133,607.19. Each entity's billing for operation of The Security Institute amounts to \$44,535.73. Payment should be made payable to:

Western Iowa Tech Community College
Atten: Business Office
4647 Stone Avenue
Sioux City, Iowa 51106

■
Cherokee Campus
& Conference Center
Denison Campus
Le Mars Center
Mapleton Center
Sioux City Campus

If you should have any questions or concerns, please me at 274-6400 ext. 1362.

Sincerely,

A handwritten signature in black ink, appearing to read 'Troy A. Jasman'. The signature is written over a circular stamp or mark.

Troy A. Jasman
Vice President of Finance and Administrative Services/CFO

Western Iowa Tech Community College
 4647 Stone Avenue
 P.O. Box 5199
 Sioux City, Iowa 51102-5199
 (712) 274-6400
 Fax (712) 274-6412

INVOICE
The Security Institute Operating Expenditures for FY 2015

Invoice Number

Account Holder: 201638 Woodbury County Auditor Office

Invoice Due Date
 Upon Receipt

Woodbury County Auditor Office
 620 Douglas Street, Room 103
 Sioux City, IA 51101

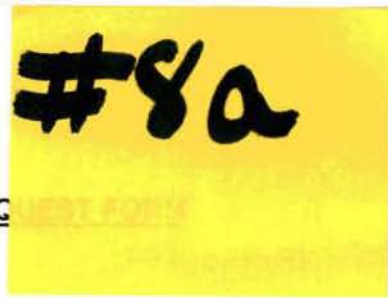
Invoice Type: AD

<u>Code</u>	<u>Description</u>	<u>Charges</u>	<u>Credits</u>
MNR	Salary and benefits	8,138.66	
MNR	Generator Maintenance	1,216.67	
MNR	Janitorial/Maintenance/Waste Removal	908.00	
MNR	Window and Floor Mat Cleaning	323.33	
MNR	Fire Alarm Testing	466.67	
MNR	Elevator Maintenance	184.00	
MNR	HVAC Maintenance	1,913.40	
MNR	Boiler Maintenance	600.00	
MNR	Pest Control	166.67	
MNR	Facility Building Costs	17,748.97	
MNR	Facility Building Costs	12,869.36	
Total		44,535.73	

Invoice Net: 44,535.73

Balance Due: 44,535.73

Checks provided as payment may be used to make a one-time electronic fund transfer from your account or processed as a check transaction. Funds may be withdrawn from your account as soon as the same day you make the payment and you may not receive your check back from your financial institution. For inquiries, please call 712-274-6400 ext. 1210.



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

Date: 7/30/15

Weekly Agenda Date: 8/4/15

DEPARTMENT HEAD / CITIZEN: Dept. Head

SUBJECT: City of Lawton – Char-Mac Phase 2 TIF

ACTION REQUIRED:

Approve Ordinance Approve Resolution Approve Motion

Give Direction Other: Informational Attachments

WORDING FOR AGENDA ITEM: City of Lawton TIF for Char-Mac Phase II Expansion Project

EXECUTIVE SUMMARY: As a "residential" project the presumed TIF area life is 10 years which does not sufficiently cover the investment with the roll back that must be factored in to the recovery. The 10 year period can be expanded to 15 with the consent of the School board and County Supervisors.

BACKGROUND: The Char Mac Phase 2 project is a significant one for the City of Lawton. The project is forecasting the addition of 20 jobs with the expansion of the Assisted Living Facility and the addition of a Memory Care unit. The increment of \$3.1 million in tax base is significant. However, the tax base is subject to Roll-back as the facility will almost certainly be classified as Multi Residential. As a "residential" project the presumed TIF area life is 10 years which does not sufficiently cover the investment with the roll back that must be factored in to the recovery. The 10 year period can be expanded to 15 with the consent of the School board and County Supervisors. Therefore the City of Lawton is asking both boards to approve the 15 year recovery period so they can plan the cash flows and bonding without a legal question mark on the recovery period.

FINANCIAL IMPACT: \$0

RECOMMENDATION: Approve resolution allowing the City of Lawton to extend the Char-Mac Phase II TIF to 15 years, and authorize the Chairman to sign said resolution.

ACTION REQUIRED: Approve resolution allowing the City of Lawton to extend the Char-Mac Phase II TIF to 15 years, and authorize the Chairman to sign said resolution.

Approved by Board of Supervisors March 3, 2015.

A G R E E M E N T

BY AND AMONG

THE CITY OF LAWTON

THE COUNTY OF WOODBURY

AND

LAWTON-BRONSON COMMUNITY SCHOOL DISTRICT

August 2015

WHEREAS, Iowa Code Section 403.22(5) provides that the division of revenue under Iowa Code Section 403.19 may continue for 10 fiscal years (beginning with the second fiscal year after the year of first certification of debt) for housing projects, unless the municipality undertaking the project has a population of under 15,000 and obtains approval from the governing bodies of all Affected Taxing Entities (City, County and School District) to extend the division of revenue for up to five (5) years; and

WHEREAS, the City of Lawton has a population of under 15,000; and

WHEREAS, the City is planning to adopt the Char-Mac Phase 2 Urban Renewal Plan in an effort to assist Char-Mac Memory Care, Senior, And Assisted Living Programs, Inc. and Stanley and Jeanine Chartier in the proposed development of a Memory Care Unit, expanding the available Assisted Living Facility and provide for future Independent Living townhouses (some of which will include the potential for low and moderate income housing), through the possible funding of certain public improvement costs associated with the development; and

WHEREAS, the City is requesting the Affected Taxing Entities to allow an extension of the ability of the City to collect Tax Increment under Iowa Code Section 403.19 in order to adequately fund the residential urban renewal projects in the Char-Mac Phase 2 Urban Renewal Area for up to a total of 15 years (rather than 10 years).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Pursuant to Iowa Code Section 403.22(5), all Affected Taxing Entities have, by resolution of their governing bodies, approved the extension of the division of revenue under Iowa Code Section 403.19 in the Char-Mac Phase 2 Urban Renewal Area for the City of Lawton, Iowa, for urban renewal projects involving the provision of public improvements related to housing and residential development for a total of fifteen (15) fiscal years, beginning with the second fiscal year after the year in which the municipality first certifies to the County Auditor the amount of any loans, advances, indebtedness or bonds which qualify for payment from the division of revenue in connection with the residential projects.

Section 2. The City will not request the Lawton-Bronson School District to pass a resolution authorizing the capture of the instructional support program levy for any years that tax increment is collected. Accordingly, there will be no capture of instructional support program levy for any years that tax increment is collected.

Section 3. The undersigned officials affirm they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

Section 4. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

CITY OF Lawton, IOWA

Mayor, Rick Shorg

ATTEST:

City Clerk, Janet Hasche

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this _____ day of August, 2015, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rick Schorg and Janet Hasche, to me personally known, who, being duly sworn, did say that they are Rick Schorg and Janet Hasche the individuals who executed the foregoing instrument; and acknowledged the execution of said instrument to be their voluntary act and deed, voluntarily executed.

Notary Public in and for the State of Iowa

7/22/15

**LAWTON-BRONSON COMMUNITY
SCHOOL DISTRICT**

President

ATTEST:

Board Secretary

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this _____ day of August, 2015, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the individuals who executed the foregoing instrument; and _____ and _____ acknowledged the execution of said instrument to be their voluntary act and deed, voluntarily executed.

Notary Public in and for the State of Iowa

7/22/15

**COUNTY OF WOODBURY,
STATE OF IOWA**

Chair, Board of Supervisors

ATTEST:

County Auditor, Patrick F. Gill

STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this _____ day of August, 2015, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and Patrick F. Gill, to me personally known, who, being duly sworn, did say that they are the individuals who executed the foregoing instrument; and _____ and Patrick F. Gill acknowledged the execution of said instrument to be their voluntary act and deed, voluntarily executed.

Notary Public in and for the State of Iowa

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7/22/15

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WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S)

Date: 7/30/15

Weekly Agenda Date: 8/4/15

DEPARTMENT HEAD / CITIZEN: David Gleiser – Rural Economic Development

SUBJECT: Investing in Woodbury County RLF – Ultimate Fitness, Inc.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

WORDING FOR AGENDA ITEM: Investing in Woodbury County RLF – Signing of Closing Documents for Ultimate Fitness, Inc

EXECUTIVE SUMMARY: Ultimate Fitness, Inc. has been approved by the Board of Supervisors to borrow \$60,000 on a 5yr note at a 2% fixed interest rate in order to purchase land and construct a new 24-hour gym/workout studio. Sources of funding for this project are as follows:

Central Bank	\$186,513	56%
SEDC	\$60,000	18%
Woodbury County	\$60,000	18%
Family	\$27,151	8%

BACKGROUND: Ultimate Fitness, Inc. requested to borrow \$60,000 to expand their existing business in Sgt. Bluff. Project will construct a new facility on an undeveloped lot and create 3-4 new PT jobs. Application was approved during preliminary review. Application was then forwarded to SEDC for analysis along with \$350 application fee paid in full. Application then received final approval by the Board of Supervisors. Closing documents were prepared by SEDC, and have been reviewed and approved by the County Attorney's Office. All necessary signatures have been obtained.

FINANCIAL IMPACT: \$60,000

RECOMMENDATION: Recommending approval of closing documents as presented.

ACTION REQUIRED: Motion to approve the closing documents for Ultimate Fitness, Inc. as presented, and to authorize Chairman to sign said documents.

Approved by Board of Supervisors March 3, 2015.

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 Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower) (collectively referred to as Borrower/Debtor), with principal offices at 201 NW 13th Street, Beresford, SD 57004 and 1922 Geneva Street, Sioux City, IA 51103.

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 Sixty Thousand--and--No/100's Dollars (\$60,000.00).

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 purchase land and construct thereon a new building to house an existing 24-hour fitness facility in Sergeant Bluff, IA to be completed and operational by October 1, 2015.
2. Loan. To further assist in the financial undertaking described in Section 1 above, Woodbury County shall lend Borrower the sum of Sixty Thousand--and--No/100's Dollars (\$60,000.00) 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 3rd security interest in the real property legally described on Exhibit A – Page 5; (b) that a Security Agreement shall be executed granting Woodbury County a 3rd security interest in all assets now owned or hereafter acquired by the debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or office(s); and (c) that Personal Guarantees shall be executed by Mark N. Sorlie and Laura M. Sorlie.
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 sixty (60) 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 Ultimate Fitness, Inc. In addition, Mark and Laura Sorlie 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 Borrower's accounting service to allow the release of financial statements pertaining to Borrower to Woodbury County as may be requested.

(h) Borrower will maintain Ultimate Fitness, Inc. as a 24-hour fitness facility during the term of this loan.

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 Central Bank.
- (d) A default by Borrower in the payment of the debt to Siouxland Economic Development Corporation.
- (e) 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 and Mark N. Sorlie & Laura M. Sorlie shall be kept confidential by Woodbury County to the fullest extent permissible under applicable 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

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Ultimate Plaza, LLC

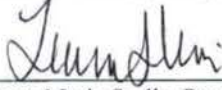
By: 

Mark N. Sorlie, Member


By: 

Laura M. Sorlie, Member

Ultimate Fitness, Inc. (Co-Borrower)

By: 

Laura Marie Sorlie, President/Secretary

By: 

Mark Nicholas Sorlie, Vice President/Treasurer

Exhibit A

The North Two Hundred Twenty-Four and Ninety-two Hundredths feet (N 224.92') of Lot Ten (10), Sergeant Square Addition to Sergeant Bluff, Woodbury County, Iowa.

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):

Ultimate Plaza, LLC

Grantee:

Woodbury County, Iowa

Legal Description:

See Exhibit A – Page 9

MORTGAGE

THIS MORTGAGE is made between Ultimate Plaza, 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 on Exhibit A – Page 9 (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.

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 Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower) evidenced by a promissory note dated _____, 2015 in the principal amount of \$60,000.00 with a due date of _____, 2020, 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:

Nick and Laura Sorlie

406 Hiddenwood Hollow

Jefferson, SD 57038

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 28th day of July, 2015.

Ultimate Plaza, LLC

By: [Signature]
Mark N. Sorlie, Member

By: [Signature]
Laura M. Sorlie, Member

State of Iowa, County of Woodbury, SS:

On this 28 day of July, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark N. Sorlie and Laura M. Sorlie, to me personally known, who being by me duly sworn, did say that they are the Members 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

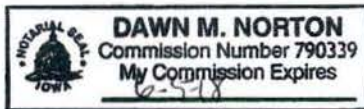


Exhibit A

The North Two Hundred Twenty-Four and Ninety-two Hundredths feet (N 224.92') of Lot Ten (10),
Sergeant Square Addition to Sergeant Bluff, Woodbury County, Iowa.

WOODBURY COUNTY, IOWA
PROMISSORY NOTE

Amount: \$60,000.00
Maturity Date: _____, 2020

Date: _____, 2015

For value received, the undersigned, Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower), with principal offices at 201 NW 13th Street, Beresford, SD 57004 and 1922 Geneva Street, Sioux City, IA 51103, 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 Sixty Thousand--and--No/100's Dollars (\$60,000.00) 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 _____, 2015, to be followed by principal and interest in the sum of \$ _____ on the 1st of each month thereafter for 58 months and a final payment of \$ _____ to be made on _____, 2020.

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.

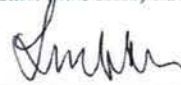
Presentment, demand, protest, notice and diligence in bringing suit against any party are hereby waived by all persons signatory hereto, either as makers, endorsers, sureties or guarantors.

The undersigned acknowledges receipt of a copy of this document.

Ultimate Plaza, LLC


By: 

Mark N. Sorlie, Member


By: 

Laura M. Sorlie, Member

Ultimate Fitness, Inc. (Co-Borrower)

By: 

Laura Marie Sorlie, President/Secretary

By: 

Mark Nicholas Sorlie, Vice President/Treasurer

WOODBURY COUNTY, IOWA
PERSONAL GUARANTEE

WHEREAS, Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower) (collectively referred to as "Borrower"), with principal offices at 201 NW 13th Street, Beresford, SD 57004 and 1922 Geneva Street, Sioux City, IA 51103, 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 28th day of July, 2015.

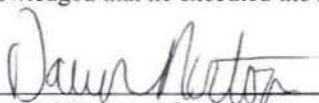


Mark N. Sorlie, Individually

State of Iowa, County of Woodbury, SS:

On this ___ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark N. Sorlie to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

SEAL



Notary Public in and for said State



WOODBURY COUNTY, IOWA
PERSONAL GUARANTEE

WHEREAS, Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower) (collectively referred to as "Borrower"), with principal offices at 201 NW 13th Street, Beresford, SD 57004 and 1922 Geneva Street, Sioux City, IA 51103, 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.

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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.

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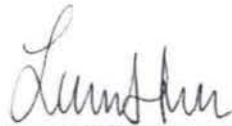
Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

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 28th day of July, 2015.

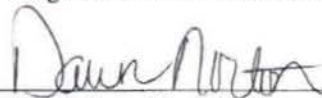


Laura M. Sorlie, Individually

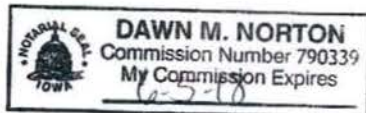
State of Iowa, County of Woodbury, SS:

On this 28 day of July, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Laura M. Sorlie 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



SECURITY AGREEMENT - GENERAL FORM

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

- [x] All of Debtor's inventory now owned or hereafter acquired;
[x] All of Debtor's accounts, now existing or hereafter arising, together with all interest of Debtor in any goods, the sale or lease of which give rise to any of Debtor's accounts, and all chattel paper, documents and instruments relating to accounts;
[x] All of Debtor's general intangibles, now owned or hereafter acquired;
[x] All of Debtor's equipment now owned or hereafter acquired;
[] All of Debtor's farm products now owned or hereafter acquired;
[x] All of Debtor's fixtures on the real estate described in Paragraph 3 below;
[x] Property described as letter of credit rights, deposit accounts, investment property, supporting obligations

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

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

2. OBLIGATIONS. The aforesaid security interests secure payment and performance of the following obligations (the "Obligations"): a promissory note dated 2015 in the principal sum of \$60,000.00 executed by Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower) in favor of Secured Party, and any additions, renewals, extension or advances therefrom together with all other obligations of Debtor to Secured Party now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses and attorneys' fees incurred pursuant to this Security Agreement.

3. REAL ESTATE. Any Collateral attached to, or grown upon, land (such as fixtures, crops, timber or minerals) will be grown upon or attached to the following described real estate: The North Two Hundred Twenty-Four and Ninety-two Hundredths feet (N 224.92') of Lot Ten (10), Sergeant Square Addition to Sergeant Bluff, Woodbury County, Iowa

and the name of the record owner of such real estate (if other than Debtor) is: Ultimate Plaza, LLC

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

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

6. COLLATERAL. Debtor represents, warrants and agrees:

a. All Collateral is bona fide and genuine and Debtor is authorized to grant a security interest in the Collateral, free and clear of all liens and encumbrances, except the security interest created hereby and except a prior security interest of Central Bank in the amount of \$185,513.00 and a prior security interest of Siouxland Economic Development Corporation in the amount of \$60,000.00

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

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

DATED: 2015

By: Laura Marie Sorlie, President/Secretary (Debtor)

By: Mark Nicholas Sorlie, Vice President/Treasurer (Debtor)

209 Sergeant Square Drive Number and Street

Sergeant Bluff City

Woodbury IA 51054 County State

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

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

Sioux City City

Woodbury IA 51101 County State

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT IS ENTERED INTO this 21st day of July, 2015, by and between Central Bank (Bank), Siouxland Economic Development Corporation (SEDC), Woodbury County, Iowa (Woodbury County), and Ultimate Plaza, LLC and Ultimate Fitness, Inc. (Co-Borrower) (collectively referred to as Debtor).

WITNESSETH

1. WHEREAS, Bank has agreed to extend credit to Debtor in the sum of \$186,513.00 ("Original Loan") for the purchase of land and construction thereon of a new building to house an existing 24-hour fitness facility in Sergeant Bluff, IA; and
2. WHEREAS, SEDC has also agreed to extend credit to Debtor in the sum of \$60,000.00 for the purchase of land and construction thereon of a new building to house an existing 24-hour fitness facility in Sergeant Bluff, IA; and
3. WHEREAS, Woodbury County has also agreed to extend credit to Debtor in the sum of \$60,000.00 for the purchase of land and construction thereon of a new building to house an existing 24-hour fitness facility in Sergeant Bluff, IA; and
4. WHEREAS, Bank's credit to Debtor is secured by (a) a Mortgage granting Bank a 1st security interest in the real property legally described on Exhibit A – Page 5; (b) a Security Agreement granting Bank a 1st security interest in all assets now owned or hereafter acquired by the Debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or offices; and (c) Personal Guarantees from Mark N. Sorlie and Laura M. Sorlie (hereinafter "Bank's Collateral"); and
5. WHEREAS, SEDC's credit to Debtor is secured by (a) a Mortgage granting SEDC a 2nd security interest in the real property legally described on Exhibit A – Page 5; (b) a Security Agreement granting SEDC a 2nd security interest in all assets now owned or hereafter acquired by the Debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or offices; and (c) Personal Guarantees from Mark N. Sorlie and Laura M. Sorlie. This security shall include all future advances and other debts of Debtor to SEDC of any nature whatsoever whether now existing or hereafter incurred (hereinafter collectively "SEDC's Security Interest in Collateral"); and
6. WHEREAS, Woodbury County's credit to Debtor is secured by (a) a Mortgage granting Woodbury County a 3rd security interest in the real property legally described on Exhibit A – Page 5; (b) a Security Agreement granting Woodbury County a 3rd security interest in all assets now owned or hereafter acquired by the Debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or offices; and (c) Personal Guarantees from Mark N. Sorlie and Laura M. Sorlie. 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
7. WHEREAS, to induce SEDC and Woodbury County to extend credit to Debtor, Debtor has secured payment of its indebtedness to SEDC and Woodbury County by granting SEDC's Security Interest in Collateral and Woodbury County's Security Interest in Collateral which is junior and inferior in priority only to the security interest granted to Central Bank for the Original Loan; and

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

9. WHEREAS, upon Debtor's request and in order to induce SEDC and Woodbury County to extend credit to Debtor, SEDC and Woodbury County are 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, Central Bank, SEDC, Woodbury County, and Debtor agree as follows:

1. Central Bank's Priority Limitation. Central Bank's first priority in the business assets shall be limited to the amount of \$186,513.00, 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 Central Bank under its Security Agreement on Central Bank's Collateral, Central Bank hereby agrees that after default on Debtor's Original Loan to Central Bank, the proceeds from voluntary surrender, foreclosure, sale, liquidation or other disposition of or realization upon Central Bank's Collateral shall be applied in the following manner:

- A. The payment of all costs and expenses of Central Bank, SEDC, 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 Central Bank's Collateral incurred by either party or all parties initiating and conducting such legal action, provided that SEDC's and Woodbury County's costs shall not be reimbursed from Central Bank's Collateral without the prior consent of Central Bank or the payment to Central Bank of the amount due in Section B. below.
- B. The payment of an amount from Central Bank's Collateral to Central Bank in the sum of \$186,513.00 (Original Loan), and interest thereon at the rate set out in Central Bank's promissory note, or the amount of the indebtedness of Debtor owed to Central Bank, whichever is lesser, realized from the sale of Central Bank's Collateral.
- C. The payment of an amount to SEDC in the sum of \$60,000.00 or the amount of the indebtedness of Debtor owed to SEDC, including unreimbursed costs, the unpaid principal balance, and interest thereon at the rate set out in SEDC's promissory note, whichever is lesser.
- D. The payment of an amount to Woodbury County in the sum of \$60,000.00 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.
- E. Payment to Central Bank of the amount equal to the indebtedness of Debtor to Central Bank.
- F. 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 Central Bank or SEDC 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 SEDC and/or Woodbury County and/or Central Bank shall also be a default under the loan documents of the other lender.

4. Notification and Necessary Consent. Central Bank and SEDC 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. Central Bank and SEDC 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 Central Bank or SEDC or Woodbury County to the other. Central Bank and SEDC 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 Central Bank or SEDC's original note 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 Central Bank and SEDC and Woodbury County. Central Bank and SEDC and Woodbury County agree to mutually establish an escrow account for deposit and accounting of the proceeds.

5. Financial Data. Debtor agrees that Central Bank and SEDC 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. Central Bank and SEDC and Woodbury County agree that, with respect to the indebtedness, obligations and liabilities, now and hereafter arising, of Debtor to either of them, Central Bank or SEDC 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 Central Bank or Debtor and Woodbury County and SEDC are parties.

7. Successor and Assigns Amendment. This agreement shall be binding upon and inure to the benefit of Central Bank, SEDC, 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 Central Bank and SEDC and Woodbury County.

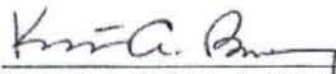
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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Central Bank (Bank)

By: _____
Jeff Eaton, Vice President

Siouxland Economic Development Corporation (SEDC)


By:  _____
Kenneth A. Beekley, Assistant Secretary

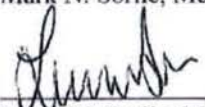
Woodbury County, Iowa (Woodbury County)

By: _____
Mark Monson, Chairman

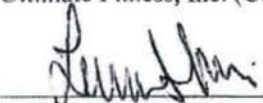
Debtor:

Ultimate Plaza, LLC

By:  _____
Mark N. Sorlie, Member

By:  _____
Laura M. Sorlie, Member

Ultimate Fitness, Inc. (Co-Borrower)

By:  _____
Laura Marie Sorlie, President/Secretary


By:  _____
Mark Nicholas Sorlie, Vice President/Treasurer

Exhibit A

The North Two Hundred Twenty-Four and Ninety-two Hundredths feet (N 224.92') of Lot Ten (10),
Sergeant Square Addition to Sergeant Bluff, Woodbury County, Iowa.

#9a

WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST

Date: May 28, 2015

Weekly Agenda Date: June 2, 2015

DEPARTMENT HEAD / CITIZEN: <u>Mark J. Nahra P.E. Secondary Roads Dept Head</u>		
SUBJECT: Review of Secondary Road Departmental policies for Road Upgrade Requests and Vehicle Use Policy		
ACTION REQUIRED:		
Approve Ordinance <input type="checkbox"/>	Approve Resolution <input type="checkbox"/>	Approve Motion <input type="checkbox"/>
Give Direction <input type="checkbox"/>	Other: Informational <input checked="" type="checkbox"/>	Attachments <input checked="" type="checkbox"/>
Consider Approval		

WORDING FOR AGENDA ITEM: Final review of County Secondary Road Department Policies for Road Upgrade Requests and Departmental Vehicle Use

EXECUTIVE SUMMARY: The attached policies are for board approval. The attached policies are presented as enforced at this time. This is an opportunity for the new board for review, discuss, modify (if needed) and/or renew approval. This review is part of an effort to review and publish all county policies. The review of these two policies is the continuation of this effort by the secondary road department and the Board of Supervisors.

BACKGROUND: The secondary road department is reviewing all operating policies in cooperation with the Board of Supervisors.

FINANCIAL IMPACT: These policies direct expenditures within existing approved budget.

RECOMMENDATION: Recommend approval of the attached secondary road department policies.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve the Secondary Road Department Policies for Road Improvements and Departmental Vehicle Use.



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

PPM #3, 2013
Rev.

WOODBURY COUNTY SECONDARY ROAD DEPARTMENT POLICY AND PROCEDURE MEMORANDUM

SUBJECT: Road Improvements for Residential and Commercial Development

Background:

Woodbury County has widely varying terrain within its borders. While constructed to the design standard at the time of their improvement, many county roads were built to a lower design speed and geometry than required by current road design standards. Due to vertical and horizontal alignments that do not meet stopping sight distance requirements for the statutory or established speed limit on many county roads, locations for driveways meeting minimum sight distance requirements may be difficult to find along some property frontages. Due to platting or property boundaries, a safe field or driveway access may not be available at a convenient location for a property owner.

Policy:

Following an unsuccessful field or driveway access application, a landowner may request that the county engineer conduct a survey to see whether the road could be regraded to allow an entrance to be sited. Upon receiving a request, the county engineer will schedule a survey at the convenience of the Secondary Road Department and will review the survey to determine whether the road can be regraded to allow the construction of a field entrance or driveway at the desired location. The county engineer will design road improvements to meet current design standards to an alignment and grade that provide stopping sight distance that meets or exceeds the statutory or established speed limit for the road. The county engineer will prepare a cost estimate for the work and provide it to the requesting landowner.

The landowner will be responsible for 100% of the cost of the road improvement as determined by the county engineer. If the landowner finds the estimate acceptable, the county engineer will prepare a construction agreement for signature by the landowner. The county engineer will also sign the agreement and bring it to the Board of Supervisors for approval. Full payment for the road improvement will be required upon completion of the work unless prior arrangements are made with the county engineer and approved by the Board of Supervisors.

The county engineer will be the final judge of the feasibility of making road improvements in these cases and a driveway and road improvement request may not be approved if it is cost prohibitive or cannot be safely constructed and located.

This policy has been reviewed and approved by the Woodbury County Board of Supervisors on this 4th day of August, 2015.

APPROVED:

Chairman-Woodbury County Board of Supervisors

Mark J. Nahra, Woodbury County Engineer

**WOODBURY COUNTY SECONDARY ROAD DEPARTMENT
POLICY AND PROCEDURE MEMORANDUM**

SUBJECT: Travel in County owned vehicles

All county owned departmental vehicles will remain in the County Office Parking Lot or Buildings, District Shed Properties, or Maintainer Sheds or Lots overnight with the following exceptions.

- 1) Vehicles used by the County Engineer and District Foreman. The County Engineer and Maintenance Foreman are "on call" employees and are required by their jobs to have vehicles at their residences when they are not on leave status. Said use of the county vehicles by the Engineer and Foreman shall be in compliance with the Woodbury County Policy for Use of Assigned County Vehicles as attached to this memorandum, and in some cases this is a taxable employee benefit.
- 2) Vehicles used by staff for approved travel to single day or overnight meetings when said travel requires the employee to either leave for the meeting or return home from the meeting after normal working hours and use of the vehicle receives prior approval of the County Engineer.
- 3) Other vehicles may be taken home whenever the Engineer deems it necessary to do so to efficiently perform county work.

Employees taking vehicles home will comply with all county regulations governing vehicle use and may be subject to taxation for a non cash fringe benefit.

Employees are normally required to carry their lunch to minimize the use of County vehicles to get lunch or snacks during the work day. Employees may make restroom stops as needed, but other personal use of county vehicles is prohibited and may subject the employee to disciplinary action.

Extra trips to and from the county yard and outbuildings for materials will be avoided if at all possible. Employees should plan their work for the day so that needed materials are taken out to the worksite when employees leave in the morning.

APPROVED:

Chairman-Woodbury County Board of Supervisors

Mark J. Nahra, Woodbury County Engineer

Attachments:

County wide vehicle use policy

#96

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

Date: July 30, 2015

Weekly Agenda Date: August 4, 2015

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

SUBJECT: **Consideration of approval of contract for the replacement of bridge X101 on 325th Street.**

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of approval of the contract for the replacement of county bridge X101 on 325th Street west of Danbury.

EXECUTIVE SUMMARY: The Board of Supervisors awarded the bid for the replacement of bridge X101 on June 30, 2015. A contract for the work has been prepared, signed by the contractor, and returned for final approval.

BACKGROUND: This project was let in the county board meeting on June 23, 2015 and awarded to Dixon Construction on June 30, 2015. It is part of the county five year construction program for FY 2015-16.

FINANCIAL IMPACT: This project is funded with the \$1.3 million special project levy.

RECOMMENDATION: Recommend that the Board approve the contract and direct the chair to sign it on behalf of Woodbury County.

ACTION REQUIRED/MOTION PROPOSED: Motion to approve the contract with Dixon Construction of Correctionville, Iowa for \$725,689.40.

Approved by Board of Supervisors March 3, 2015.



WOODBURY COUNTY, IOWA CONTRACT

Kind of Work Bridge Replacement
 Project No. L-B(X101)-73-97 County Woodbury

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

WITNESSETH: That the Contractor, for and in consideration of _____
Seven Hundred Twenty-five Thousand Six Hundred Eighty-nine and 40/100 (\$725,689.40)
 payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
Project: L-B(X101)-73-97 Group 1				
1.	Clear and Grubb	1.05 Acres	\$9,000.00	\$ 9,450.00
2.	Excavation Class 10 Roadway & Borrow	5,122.00 C.Y.	7.00	35,854.00
3.	Excavation Class 10 Channel	2,140.00 C.Y.	5.75	13,857.50
4.	Removal of Existing Bridge	1 L.S.	34,000.00	34,000.00
5.	Excavation Class 20	79.00 C.Y.	30.00	2,370.00
6.	Structural Concrete Bridge	293.40 C.Y.	350.00	102,690.00
7.	Reinforcing Steel	124 Lbs.	2.00	248.00
8.	Reinforcing Steel Epoxy Coated	72,396 Lbs.	0.90	65,156.40
9.	Concrete Open Railing, TL-4	262 L.F.	57.00	14,934.00
10.	CMP Culvert Roadway 48" Dia	38 L.F.	100.00	3,800.00
11.	Pile, Steel HP 10x42	780 L.F.	30.00	23,400.00
12.	Pile, Steel HP 12x53	1,650 L.F.	40.00	66,000.00
13.	Concrete Encasement of Steel H	539 L.F.	150.00	80,850.00
14.	Prebored Hole	120 L.F.	30.00	3,600.00
15.	Steel Beam Guardrail Trans Sect	3 Each	2,000.00	6,000.00
16.	Steel Beam Guardrail End Anchor	3 Each	200.00	600.00
17.	Steel Beam Guardrail End Terminal	3 Each	2,000.00	6,000.00
18.	Engineering Fabric	1,887 S.Y.	2.40	4,528.80
19.	Revetment Class E	2,000 Ton	49.00	98,000.00
20.	Safety Closure	2 Each	100.00	200.00
21.	Removal and Installation of Fence	761 L.F.	5.70	4,337.70
22.	Traffic Control	1 L.S.	5,000.00	5,000.00
23.	Mobilization	1 L.S.	100,000.00	100,000.00
24.	Permanent Crash Cushion, SU	1 Each	25,000.00	25,000.00
25.	Permanent Crash Cushion, Parts	1 Each	400.00	400.00
26.	Tee-Section CMP 48" on 60"	1 L.S.	8,290.00	8,290.00
27.	Modified Class C Gravel	283 Ton	25.00	7,075.00
28.	Mulching	1.05 Acre	1,000.00	1,050.00
29.	Seeding and Fertilizing (Rural)	1.05 Acre	2,200.00	2,310.00
30.	Silt Fence	215 L.F.	3.20	688.00
TOTAL BID				\$725,689.40

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of May 1, 2015

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-B(X101)-73-97 in Woodbury County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties hereto.

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

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
		September 21, 2015	65

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

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

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

Approved
 By David B. Dixon
 Contractor: Dixon Construction

By _____
 Contracting Authority: Woodbury County Board Mark Monson

Date 7/22/15

Date _____

IOWA DOT CONTRACTOR'S BOND

Bond Number: IAC585041

Proposal I.D.: L-B(X101)--73-97

County: Woodbury

KNOW ALL PERSONS BY THESE PRESENTS: That we, Dixon Construction Co.

of Correctionville, IA (hereinafter called the Principal) and Merchants Bonding Company (Mutual)

of Des Moines, IA (hereinafter called the Surety) are held and firmly bound unto the

Woodbury County (hereinafter called the Contracting Authority) Iowa, in the penal sum*
(Iowa DOT, County, or City name, etc.)

of Seven Hundred Twenty Five Thousand Six Hundred Eighty Nine Dollars and 40/100 dollars (\$725,689.40), lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did on

the _____ day of _____, _____ enter into a written contract with the Contracting Authority to perform Bridge Replacement; Project No. L-B(X101)--73-97

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. The the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of July, 2015.

Dixon Construction Co.

By: David R. Dixon Principal
President Title

Merchants Bonding Company (Mutual)

By: Abigail R. Mohr Surety
Attorney-in-Fact Title

Address: 2100 Fleur Drive, Des Moines, IA 50321-1158

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

Address: -0-
1833

For contracts where a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____ County, this _____ day of _____ (Board of Supervisors of)
_____ Chairperson (Signature)

For contracts where the DOT nor a County Board of Supervisors is the Contracting Authority:

This bond approved by the _____, this _____ day of _____ (Contracting Authority)
_____ Title/Signature

DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following surety bond:

Surety Bond #: IAC585041
Principal: Dixon Construction Co.
Obligee: Woodbury County

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of June, 2015.



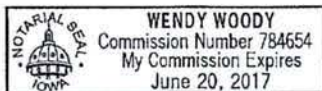
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 9th day of June, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL and MERCHANTS NATIONAL BONDING, INC.); and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Wendy Woody
Notary Public, Polk County, Iowa

I, William Wamer, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of July, 2015.



William Wamer Jr.

Secretary

#9C

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

Date: July 30, 2015

Weekly Agenda Date: August 4, 2015

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

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

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

Consideration X

WORDING FOR AGENDA ITEM: Consideration of permits for work within the Highway Right of Way for the Uncle Ben 5K Run in Cushing.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way to allow the annual Uncle Ben 5K road race to occur. This is done in cooperation with the City of Cushing.

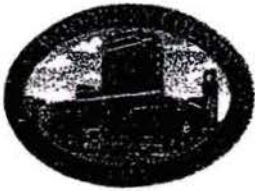
BACKGROUND: Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way for the Amy Webb.

Approved by Board of Supervisors March 3, 2015.



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: Ben Carstens Phone No.: (712) 490-2121

Mailing Address: 31838 Puckerbrush Rd, Adel, IA 50003

Township: _____ Section: _____

Woodbury County, State of Iowa, and Uncle Ben 5K Run/Walk (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:

To run a race starting at the Cushing Fire Dept 201 Main St. in Cushing and traveling East on 160th St. to the Woodbury/Iowa County line. Anticipated closure 9 a.m. - 10:30 a.m.

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

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

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

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

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

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

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

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

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

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

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

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

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

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the _____ day of _____, 2013.

Entered into this 27 day of July, 2015



Signature of Property Owner or Authorized Representative

Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

#9d

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

Date: July 30, 2015

Weekly Agenda Date: August 4, 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 Amy Webb.

EXECUTIVE SUMMARY: Permittee requested a permit to work in the right of way to take borrow from a bank on the south side of 190th Street, a county dirt road, for use in a new building site.

BACKGROUND: Work in ROW requires permit by Board of Supervisors per section 318.8 of the Code of Iowa. The road in this area is in a deep cut and by excavating the area between the roadway and fenceline, the property owner will be improving this dirt road for the county. The landowner will replace the fence on the current fence line once the project is complete.

FINANCIAL IMPACT: None

RECOMMENDATION: Recommend approval of application.

ACTION REQUIRED/PROPOSED MOTION: Motion to approve permit to work in the Highway Right of Way for the Amy Webb.

Approved by Board of Supervisors March 3, 2015.



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.
mnhara@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: Amy Webb Phone No.: 712-870-1739

Mailing Address: 1919 Grundy Ave Merville, IA 51039

Township: Merville Section: 21

Woodbury County, State of Iowa, and Amy Webb (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:

Permittee may take dirt from south side of right of way of 190th Street from Grundy Road to east approx 1/4 mile to the first field entrance. Permittee will preserve ROW line + replace fence at completion of work.

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

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

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

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

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

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

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

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

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

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

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

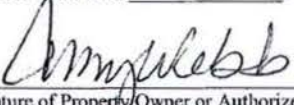
K. All proposed work covered by this permit shall be at the applicant's expense. The applicant shall reimburse the Woodbury County Secondary Road Department for any materials removed from the highway right of way described as follows:

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

County will reseed right of way upon completion

M. All work done by property owner, organization or authorized representative pursuant to this agreement shall be completed prior to the 1st day of November, 2015.

Entered into this 24th day of July, 2015



Signature of Property Owner or Authorized Representative



Woodbury County Engineer

Chair, Woodbury County Board of Supervisors

Nathan Heilman, Mayor – 2015

CITY OF CORRECTIONVILLE

Council Members

Term

Susan Fitch, CMC-City Clerk

cville@ruralwaves.us
www.correctionvilleiowa.com

312 DRIFTWOOD
P.O. BOX 46
CORRECTIONVILLE, IOWA 51016
PHONE: (712) 372-4791
FAX: (712) 372-4489

<i>David Burns</i>	2015
<i>Wallace Duncan</i>	2017
<i>Adam Petty</i>	2015
<i>Brent Hansen</i>	2017
<i>Brad Knaack</i>	2017

JUL 27 2015 AM 11:33

July 23, 2015

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

Woodbury County Board of Supervisors:

On behalf of the City Council of Correctionville, Iowa and myself, we would like to invite you to our city to hold one of your community meetings. We feel it would give our citizens an opportunity to meet with you.

We look forward to hosting you in Correctionville.

Thank you.

Sincerely,



Nathan Heilman, Mayor

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF SIOUX CITY, IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City of Sioux City, Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 3:30 P.M., August 4, 2015 in Room 306, City Hall, 405 Sixth Street, Sioux City, Iowa concerning a proposed Amendment No. 2 to the Amended and Restated Donner Park Urban Renewal Plan for the Donner Park Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in said Amended Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Manager (or his designee) as the designated representative of the City of Sioux City, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 2 to the Amended Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 27th day of July, 2015



Lisa L. McCardle, City Clerk
City of Sioux City, Iowa

(END OF NOTICE)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF THE
PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED
DONNER PARK URBAN RENEWAL PLAN FOR THE DONNER PARK URBAN
RENEWAL AREA OF THE CITY OF SIOUX CITY, IOWA

The City Council of the City of Sioux City, Iowa, will hold a public hearing before itself at its meeting which commences at 4:00 P.M. on September 14, 2015 in the Council Chambers, City Hall, Sioux City, Iowa to consider adoption of the proposed Amendment No. 2 to the Amended and Restated Donner Park Urban Renewal Plan (the "Amended Plan") for the existing Donner Park Urban Renewal Area ("Project Area").

A copy of Amendment No. 2 to the Amended Plan is on file for public inspection in the office of the City Clerk, City Hall, Sioux City, Iowa.

The purpose of the Amendment No. 2 to the Amended Plan is to further update certain provisions of the Amended Plan to conform to current City objectives, planning initiatives and program activities for the Project Area.

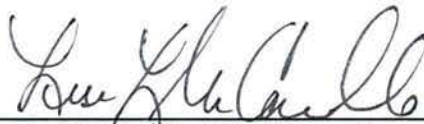
The general scope of the urban renewal activities under consideration in the Amended Plan is to convey land and enter into development agreements for new development and the redevelopment of existing commercial buildings and land for commercial residential and mixed use purposes in order to encourage investment and strengthen the area economy. This activity may involve grants, rebates, loans or other incentives funded by tax increment financing.

Specifically, the amendment addresses a proposed economic development project for a Donner Food Distribution Center.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This Notice is given by order of the City Council of Sioux City, Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 27th day of July, 2015.



Lisa L. McCardle, City Clerk, Sioux City, Iowa

Publish in the Sioux City Journal August 29, 2015.

(END OF NOTICE)

AMENDMENT NO. 2

**TO THE
AMENDED AND RESTATED
DONNER PARK
URBAN RENEWAL PLAN**

**FOR THE
DONNER PARK
URBAN RENEWAL AREA**

CITY OF SIOUX CITY, IOWA

AMENDMENT NO. 2

**AMENDED AND RESTATED
DONNER PARK URBAN RENEWAL PLAN
CITY OF SIOUX CITY, IOWA**

The Amended and Restated Donner Park Urban Renewal Plan ("Plan") for the Donner Park Urban Renewal Area ("Area" or "Urban Renewal Area"), originally adopted December 7, 1987, pursuant to Resolution No. 87/T-6002 and subsequent amendments to the same on September 12, 1988, pursuant to Resolution No. 88/T-6760; June 10, 1991, pursuant to No. 91/T-9955; October 12, 1992, pursuant to Resolution No. 92/U-549; December 20, 1993, pursuant to Resolution No. 93/U-1656; December 19, 1994, pursuant to Resolution No. 94/U-2783; March 24, 1997, pursuant to Resolution No. 97/U-5267; August 24, 2009, pursuant to Resolution No. 2009-0679; September 13, 2010, pursuant to Resolution No. 2010-0670; December 10, 2012, pursuant to Resolution No. 2012-0842; May 13, 2013, pursuant to Resolution No. 2013-0377; November 25, 2013, pursuant to Resolution No. 2013-0877; May 5, 2014, pursuant to Resolution No. 2014-0273; September 8, 2014, pursuant to Resolution No. 2014-0665; December 22, 2014, pursuant to Resolution No. 2014-0939; April 27, 2015, pursuant to Resolution No. 2015-0304, and July 13, 2015, pursuant to Resolution No. 2015-0535, and is being further amended to add and/or confirm a proposed project to be undertaken within the Urban Renewal Area ("Amendment"). No land is being added to the Area by this Amendment.

Except as modified by this Amendment, the provisions of the Amended and Restated Donner Park Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

PROPOSED URBAN RENEWAL PROJECTS

The following new subsection (m) to Section E (1) is added to the Plan as follows:

E. Urban Renewal Projects

1. Development Agreements

(m) The City is considering entering into a Development Agreement with a private Developer, by which the City would, subject to the terms and conditions of a negotiated Development Agreement provide up to \$200,000 to the Developer in the form of a Tax Rebate Grant over the term of five years in exchange for a Minimum Assessment Agreement on the development property.

DEBT

1.	July 1, 2014 constitutional debt limit:	\$193,629,706
2.	Outstanding general obligation debt:	\$127,815,349
3.	Proposed amount of indebtedness to be incurred: It is estimated that the cost of the proposed purchase of an existing city-owned facility and related improvements as described above will be approximately as follows:	

	• Donner Food Distribution Center	\$200,000
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PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities. The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE DATE

This Urban Renewal Plan Amendment No. 2 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

WOODBURY COUNTY
COMMISSION OF VETERAN AFFAIRS

Agenda
August 4, 2015
4:00 PM

Open Meeting

Approve July 7, 2015 Meeting Minutes as e-mailed.

Approve August Claims (Period 1). Total Presented for approval today: \$565.53.

Approve 4th Quarter Quarterly Report.

OLD BUSINESS:

FY 15 Allocation – Copy of Report of Activities is provided for Commission review.

FY16 Allocation – Copy of guidelines for allocation spending, to include acceptable uses is provided for Commission Review.

Commissioner and Commission pictures.

NEW BUSINESS:

Assistance guideline discussion.

GOOD & WELFARE:

District 6 meeting will be held on August 5, 2015. Director Dempster and Commissioners Burkhart, Moreno and Ryan will attend. Plan departure time.

Director Dempster will take vacation August 6 – 14.

Woodbury County Fair – Booth set up today.

Fall School 2015 – Claim for school fees must be processed in next month's claims. Commissioner Moreno plans to attend. Any other Commissioners interested in attending?

Next Meeting – August 4, 2015

Adjourn

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
7/18/15	Saturday	230	214	16	0	19
7/19/15	Sunday	235	219	16	0	19
7/20/15	Monday	223	207	16	0	19
7/21/15	Tuesday	214	200	14	0	11
7/22/15	Wednesday	207	194	13	0	7
7/23/15	Thursday	208	195	13	0	13
7/24/15	Friday	207	194	13	0	13
		1524	1423	101	0	101

24 HOUR DAILY COUNT

<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>
7/18/15	257	214	43
7/19/15	254	211	43
7/20/15	247	206	41
7/21/15	249	203	46
7/22/15	231	187	44
7/23/15	228	192	36
7/24/15	238	197	41
	1704	1410	294

*Highest population count each day

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
7/25/15	Saturday	199	185	14	0	15
7/26/15	Sunday	217	187	14	16	15
7/27/15	Monday	204	190	14	0	15
7/28/15	Tuesday	194	180	14	0	13
7/29/15	Wednesday	193	182	11	0	13
7/30/15	Thursday	194	184	10	0	13
7/31/15	Friday	200	190	10	0	14
		1401	1298	87	16	98
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
7/25/15	223	180	43			
7/26/15	232	195	37			
7/27/15	235	182	53			
7/28/15	219	185	34			
7/29/15	211	173	38			
7/30/15	213	168	45			
7/31/15	218	181	37			
	1551	1264	287			
*Highest population count each day						

WOODBURY COUNTY JUVENILE DETENTION CENTER

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

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

6:00 a.m.

6:00 p.m.

July, 2015

July 20, 2015		21
July 21, 2015	21	16
July 22, 2015	16	15
July 23, 2015	16	16
July 24, 2015	16	16
July 25, 2015	17	17
July 26, 2015	17	17
July 27, 2015	17	

The Center averaged 17.1 residents per day during the 6:00 a.m. head count and 16.9 during the 6:00 p.m. check for a weekly average of 17 youths per day during the above week.

Of the seventeen youths detained on July 27, 2015, five or twenty nine percent were identified as gang members.

We are currently detaining two juveniles from the Dakota County and seven from the BIA.

Mark Olsen

Director

WCJDC

July 27, 2015