



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(OCTOBER 17, 2017) (WEEK 42 OF 2017)**

Live streaming at:  
<https://www.youtube.com/user/woodburycountyiowa>

Agenda and Minutes available at:  
[www.woodburycountyiowa.gov](http://www.woodburycountyiowa.gov)

Rocky L. De Witt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Marty J. Pottebaum 251-1799 <a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy J. Taylor 259-7910 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>
--	--	--	--	--

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held October 17, 2017 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.

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, their address, and then their statement.
4. Everyone will have an opportunity to speak. Therefore, your remarks may be limited 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 first or final agenda item "Citizen Concerns."
7. For the benefit of all in attendance, please silence cell phones and other devices while in the Board Chambers.

---

---

## **AGENDA**

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

- |                           |             |
|---------------------------|-------------|
| 1. Citizen Concerns       | Information |
| 2. Approval of the agenda | Action      |

### **Consent Agenda**

**Items 3 through 6 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.**

3. Approval of the minutes of the October 10, 2017 meeting  
Approval of the minutes of the October 6, 2017 special meeting  
Approval of the minutes of the of October 12, 2017 special meeting
4. Approval of claims
5. Human Resources – Ed Gilliland
  - a. Approval of Memorandum of Personnel Transactions
  - b. Authorize Chairman to sign Authorization to Initiate Hiring Process
6. County Auditor – Patrick Gill
  - a. Receive David Folsom as Clerk of Willow Township
  - b. Receive Daniel Folsom as a Willow Township Trustee

## End Consent Agenda

7. Board of Supervisors – Jeremy Taylor  
Approval to have the Woodbury County Board of Supervisor Liaisons to the  
Governing Board move at the next Governing Board meeting that the Sioux Rivers  
Regional MHDS dissolve and terminate Action
8. Conservation – Rick Schneider  
Presentation and approval of Conservation Annual Report Action
9. Human Resources – Ed Gilliland
  - a. Approval of Delta Dental renewal Action
  - b. Acceptance of GAB 75 report Action
10. Emergency Services – Gary Brown
  - a. Consideration and approval to allow Vacation Leave Donation between  
Woodbury County Information & Communication Commission (WCICC)  
and Woodbury County Employees Action
  - b. Emergency Services to hire (2) Full-Time Operations Officers, Paramedics  
and (1) ¾ Part-Time Operations Officer, Paramedic by January 2, 2018 or  
earlier, with the agreed funding sources. Information
11. Secondary Roads – Mark Nahra
  - a. Consider approval of resolution to set load limits on county bridges Action
  - b. Approve contract and bond for project number L-C07(7)—73-97 Action
  - c. Accept the proposal and approve the contract for Haskell Avenue Bridge  
removal Action
12. Building Services – Kenny Schmitz
  - a. Approval of Law Enforcement Center HVAC repairs – Jail Cell areas  
Nine Zones Action
  - b. Approval of Prairie Hills Training Center Project – Lease Purchase  
Agreement Action
13. Chairman’s Report Information
14. Reports on Committee Meetings Information
15. Citizen Concerns Information
16. Board Concerns Information

## ADJOURNMENT

*Subject to Additions/Deletion*

## CALENDAR OF EVENTS

<b>WEDNESDAY, OCT. 18</b>	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook
	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
<b>THURSDAY, OCT. 19</b>	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
<b>MONDAY, OCT. 23</b>	<b>6:00 p.m.</b>	Zoning Commission Meeting, First Floor Boardroom
<b>TUESDAY, OCT. 24</b>	<b>1:00 p.m.</b>	Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars
<b>WEDNESDAY, NOV. 1</b>	<b>10:30 a.m.</b>	Loess Hills Alliance-Stewardship Committee Meeting, Pisgah
	<b>12:00 p.m.</b>	District Board of Health Meeting, 1014 Nebraska St.
	<b>1:00 p.m.</b>	Loess Hills Alliance-Executive Meeting
<b>MONDAY, NOV. 6</b>	<b>4:30 p.m.</b>	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
	<b>6:00 p.m.</b>	Board of Adjustment meeting, First Floor Boardroom
<b>TUESDAY, NOV. 7</b>	<b>4:45 p.m.</b>	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
<b>WEDNESDAY, NOV. 8</b>	<b>8:05 a.m.</b>	Woodbury County Information Communication Commission, First Floor Boardroom
	<b>6:30 p.m.</b>	911 Service Board Meeting, Public Safety Center, Climbing Hill
	<b>8:00 p.m.</b>	County's Mayor Association Meeting, Public Safety Center, Climbing Hill
<b>MONDAY, NOV. 13</b>	<b>8:00 a.m.</b>	Department Head Meeting, LEC Conference Room
<b>WEDNESDAY, NOV. 15</b>	<b>10:00 a.m.</b>	Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook
	<b>12:00 p.m.</b>	Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
	<b>12:00 p.m.</b>	SIMPCO Board of Directors, 1122 Pierce St.
<b>THURSDAY, NOV. 16</b>	<b>10:30 a.m.</b>	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
	<b>4:30 p.m.</b>	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue

**The following Boards/Commission have vacancies:** Commission to Assess Damages - Category A, Category B, Category C and Category D, Woodbury County Compensation Commission

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.*

**OCTOBER 10, 2017, THIRTYNINETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, October 10, 2017 at 4:00 p.m. Board members present were Radig, Ung, Taylor and De Witt; Pottebaum was absent. Staff members present were Dennis Butler, Budget/Tax Analyst, Heather Satterwhite, Public Bidder, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Patrick Gill, Auditor/Clerk to the Board.

- 1. Motion by Ung second by Radig to go into closed session per Iowa Code Section 21.5(1)(a). Carried 4-0 on roll-call vote.

Motion by Ung second by Taylor to go out of closed session per Iowa Code Section 21.5(1)(a). Carried 4-0 on roll-call vote.

Motion by Ung second by Taylor to grant the request of the appellant for \$500.00 of rental assistance. Carried 4-0.

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

- 2. There were no citizen concerns.

- 3. Motion by Ung second by Taylor to approve the Agenda for October 10, 2017. Carried 4-0. Copy filed.

Motion by Ung second by De Witt to approve the following items by consent:

- 4. To approve minutes of the October 3, 2017 meeting. Copy filed.

- 5. To approve the claims totaling \$435,340.80. Copy filed.

- 6. To receive the Auditor's Quarterly Report ending September 30, 2017. Copy filed.

- 7. To approve the appointment of Shane McDermott, Motor Grader Operator, Secondary Roads Dept., effective 10-11-17, \$22.60/hour. Job Vacancy Posted 8-10-17. Entry Level Salary: \$22.60/hour.; the reclassification of Colin Ryan, Civil Engineer Intern, Secondary Roads Dept., effective 10-19-17, \$60,246.44/year, 5.7%=\$3,296.04/yr. Per Wage Plan Matrix. 6 month Salary Increase.; the reclassification of Alesha Bieler, Legal Secretary III, County Attorney Dept., effective 10-24-17, 23.93/hour, 9%=\$1.98/hr. Per AFSCME Courthouse Contract agreement, from Grade 5/Step 4 to Grade 5/Step 5.; and the separation of Edward Gilliland, Director, Human Resources Dept., effective 01-02-18. Retirement. Copy filed.

- 8. To approve the above ground utility permits for North West Rural Electric Cooperative. Copy filed.

Carried 4-0.

- 10. Information presented by Amanda Harper, SIMPCO/WICIRHTF on housing trust fund match and funding allocation. Copy filed.

- 9. A public hearing was held at 4:35 p.m. for the sale of parcel #864426377004. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by Ung to close the public hearing. Carried 4-0.

Motion by Ung second by Radig to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #864426377004, to James and Connie Buckingham, 509 1<sup>st</sup> St., Waterloo, NE, for \$1.00 plus recording fees. Carried 4-0.



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

**By James M. & Connie M. Buckingham** in the sum of One Dollar & 00/100 (\$1.00)-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #864426377004**

**SE ¼ of the SW ¼ Section 26, Township 86 North Range 44, except Highway, Lot 6, Auditors Subdivision, Town of Smithland, Woodbury County, Iowa**

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

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

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

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

**SO DATED** this 10<sup>th</sup> Day of October, 2017.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

11a. Motion by Taylor second by Radig to approve the contractual agreement for Flex Administration. Carried 4-0. Copy filed.

11b. Presentation of Award Certificate to Mark Nahra. Copy filed.

12a. Bid letting was held for 220<sup>th</sup> St. seal coat project. The bids are as follows:

Blacktop Service Company, Humboldt, IA	\$64,183.00
Midwest Coatings Co. Inc., Modale, IA	\$94,280.00

Motion by Radig second by Taylor to award the bid for 220<sup>th</sup> St. seal coat project to Blacktop Service Company, Humboldt, IA, for \$64,183.00. Carried 4-0. Copy filed.

12b. Motion by Radig second by Taylor to approve the contract for project #LFM(L1)—73-97 with Dixon Construction for \$145,852.80. Carried 4-0. Copy filed.

12c. Motion by Radig second by Ung to approve the contract for project M-HC 17-4 with Dixon Construction for \$49,000. Carried 4-0. Copy filed.

12d. Motion by Taylor second by Radig to receive for signatures a Resolution for the removal of stop signs at the intersection of 240<sup>th</sup> St. and Allison Ave. Carried 4-0.

**RESOLUTION FOR THE REMOVAL OF STOP SIGNS AT THE INTERSECTION OF 240<sup>TH</sup>  
STREET AND ALLISON AVE  
RESOLUTION #12,640**

WHEREAS, under the provisions of Section 321.255 and 321.236 (1C)(6) of the 2017 Code of Iowa, the Board of Supervisors and County Engineer are empowered to designate the location and erection of stop signs,

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

AND WHEREAS, traffic through the intersection changed due to the use of 240<sup>th</sup> Street and Allison Avenue as haul roads during the construction of the new CF Industries plant, resulting in a significant change to the volume of traffic at this intersection,

AND WHEREAS, said traffic is no longer present with the completion of the project,

AND WHEREAS, there is currently a stop sign controlling eastbound and westbound traffic at the intersection,

AND WHEREAS, with the restoration of preconstruction levels of traffic at the intersection, it is no longer necessary to control traffic with a three way stop,

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors of Woodbury County on this 10<sup>th</sup> day of October, 2017, approves the removal of stop signs at the intersection described below:

1. Located in the NE quarter of Section 14, T87N, R48W, designated as the intersection of 240<sup>th</sup> Street and Allison Avenue, remove a stop sign causing traffic travelling on Allison Avenue southbound to come to a complete stop.

**SO RESOLVED** this 10<sup>th</sup> day of October, 2017.

BOARD OF SUPERVISORS

Copy filed.

13. Information presented by Dennis Butler, Board Administration, on the review of minutes of the first joint County/City staff monthly meeting. Copy filed.
14. Motion by Taylor second by Radig to approve Supervisors Taylor and Radig to act as liaisons for the Woodbury County Board of Supervisors to enter into discussions with the Rolling Hills Region or any other mental health region as appropriate. Carried 4-0. Copy filed.
15. The Chairperson reported on the day-to-day activities.
16. Board members gave their reports on committee meetings.
17. There were no citizen concerns.
18. Board member concerns.

The Board adjourned the regular meeting until October 17, 2017.

Meeting sign in sheet. Copy filed.

**OCTOBER 6, 2017-SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Friday, October 6, 2017, at 1:00 p.m. Board members present were Ung, Taylor, Radig, and De Witt; Pottebaum was absent. Staff members present were Ed Gilliland, Human Resources Director, Patrick Gill, Auditor/Clerk to the Board.

Meeting was called to order.

Motion by Taylor second by Ung to go into closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by Radig to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by DeWitt to go into closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by Radig to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by DeWitt to go into closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by Radig to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by Radig to go into closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

Motion by Ung second by Taylor to go out of closed session per Iowa Code Section 21.5(1)(i). Carried 4-0 on roll-call vote.

The Board adjourned the meeting.

**OCTOBER 12, 2017-SPECIAL MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Thursday, October 12, 2017, at 3:00 p.m. Board members present were Taylor, Radig, and De Witt: Pottebaum and Ung were absent. Others present were Steve Hofmeyer, Deputy Commissioner of Elections and Patrick Gill, Auditor and Clerk to the Board..

The meeting was called to order to canvass the Sioux City Primary Election held in Woodbury County on October 10, 2017.

Steve Hofmeyer, Deputy Commissioner of Elections presented the Official Canvass results for Sioux City Primary were as follows:

Sioux City Primary Election held on 10/20/2017 - There were 3 provisional ballots, all of which were accepted, and 86 after-election ballots, of which 50 were accepted, and added to the tally.

For the office of City of Sioux City Council Member (4-year term) there were nine thousand one hundred sixty-two (9162) votes cast as follows:

<b><u>Nick Davidson</u></b>	Received three hundred ninety-seven (397) votes
<b><u>Peter Lee Groetken</u></b>	Received one thousand eight hundred ninety-seven (1897) votes
<b><u>Jake Jungers</u></b>	Received five hundred forty-seven (547) votes
<b><u>Dan A. Moore</u></b>	Received two thousand two hundred twenty-nine (2229) votes
<b><u>John G. Olson</u></b>	Received four hundred seventy (470) votes
<b><u>Dennis Quinn</u></b>	Received six hundred twenty (620) votes
<b><u>Douglas Waples</u></b>	Received six hundred fifteen (615) votes
<b><u>Brett Watchorn</u></b>	Received three hundred forty-four (344) votes
<b><u>Alex J. Watters</u></b>	Received two thousand two (2002) votes
<b><u>Scattering</u></b>	Received forty-one (41) votes

We Therefore declare Peter Lee Groetken, Jake Jungers, Dan A. Moore, Dennis Quinn, Douglas Waples, and Alex J. Watters duly advance to go on to the ballot of City Regular Election November 7th, 2017.

Motion by Radig second by DeWitt to approve and receive the Official Canvass results for the 2017 Sioux City Primary Election. Carried 3-0. Copy filed.

The Board adjourned the meeting.

**HUMAN RESOURCES DEPARTMENT**  
**MEMORANDUM OF PERSONNEL TRANSACTIONS**

**DATE:** October 17, 2017

**\* PERSONNEL ACTION CODE:**

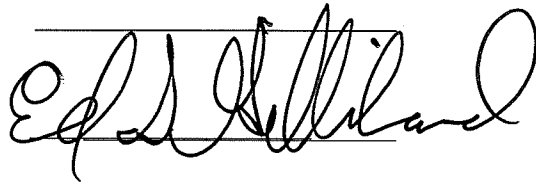
- |                |                     |
|----------------|---------------------|
| A- Appointment | R-Reclassification  |
| T - Transfer   | E- End of Probation |
| P - Promotion  | S - Separation      |
| D - Demotion   | O - Other           |

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Acero, Jacob	County Sheriff	10-10-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Byers, Jason	Secondary Roads	10-18-17	Motor Grader Operator	\$22.60/hour		A	Job Vacancy Posted 8-10-17. Entry Level Salary: \$22.60/hr.
Folsom, Delayne	Secondary Roads	10-18-17	Motor Grader Operator	\$22.60/hour		A	Job Vacancy Posted 8-10-17. Entry Level Salary: \$22.60/hr.
Casson, Jeremiah	Secondary Roads	10-30-17	Motor Grader Operator	\$22.60/hour		A	Job Vacancy Posted 8-10-17. Entry Level Salary: \$22.60/hr.
Weber, Ryan	Juvenile Detention	10-30-17	Director	\$72,000/year	11%= \$7,249.60/yr.	P	Promotion from Assistant Director to Director.
Lafave, Dawn	County Sheriff	10-31-17	Civilian Jailer	\$20.27/hour	4%=\$.79/hr.	R	Per CWA Civilian Officers Contract agreement, from Class 2 to Class 1.
Benson, David	County Sheriff	12-17-17	Deputy Sergeant			S	Retirement.

**APPROVED BY BOARD DATE:**

**ED GILLILAND, HR DIRECTOR:**



**WOODBURY COUNTY**  
**HUMAN RESOURCES DEPARTMENT**

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

**FROM:** Ed Gilliland, Human Resources Director

**SUBJECT:** Memorandum of Personnel Transactions

**DATE:** October 17, 2017

For the October 17, 2017 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) County Sheriff Reserve Officer, Appointment.
- 2) Secondary Roads (3) Motor Grader Operators, Appointments.
- 3) Juvenile Detention Assistant Director to Director, Promotion.
- 4) County Sheriff Civilian Jailer, from Class 2 to Class 1.
- 5) County Sheriff Deputy Sergeant, Retirement.

Thank you

**HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA**

**#5b**

**DATE: October 17, 2017**

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	(2) Civilian Jailers	CWA: \$18.72/hour		
	*Please see attached memo of explanation.			

\_\_\_\_\_  
Chairman, Board of Supervisors



## Woodbury County Sheriff's Office

---

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010  
E-MAIL: [ddrew@woodburycountyiowa.gov](mailto:ddrew@woodburycountyiowa.gov)  
FAX: 712.279.6522

05 October 2017

To the Woodbury County Board of Supervisors & Human Resources Department,

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a conditional full time Correctional Officer position, effective October 18th, 2017. We request this be placed on the agenda for the Tuesday, October 17, 2017 Woodbury County Board of Supervisors meeting. Thank you.

This conditional position is being requested because the Jail is losing two Jailers on Military Orders. One Officer will be deployed for 8 months, and the second Officer will be deployed 12 months with the probability his deployment will be extended. If approved, the personnel hired will have full knowledge that this is a temporary position and a layoff is possible if no new positions become available before the military personnel come back from their deployments. At this time, the Sheriff's Office is only asking for one position to be temporary filled since the second deployment is not until January 2018.

The authorization requested is for 2 full time conditionally hired jailers with 1 being authorized immediately and the other hired for a January or February start date.

This action will not cause the Sheriff's Office to not require more funding in the budget for wages. We will be able to absorb all costs.

Sincerely,

A handwritten signature in black ink that reads "David Drew".

Dave Drew, Sheriff

Cc: file



WOODBURY COUNTY  
SIOUX CITY, IOWA 51101

#6

*Office of Commissioner of Elections*

620 DOUGLAS ST., ROOM 103

**Patrick F. Gill**  
Commissioner  
Phone 712-279-6465  
Fax 712-279-6629  
pgill@woodburycountyiowa.gov

**Steve Hofmeyer**  
Deputy Commissioner  
Phone 712-279-6465  
Fax 712-279-6629  
shofmeyer@woodburycountyiowa.gov

To: Board of Supervisors

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

Date: October 9, 2017

Re: Willow Township Appointments

Please receive the following appointments:

- (1) David Folsom, 2909 Humbolt Ave, Hornick, Iowa, as Clerk of Willow Township. The appointment was made on July 12, 2017, to fill the position previously held by Jerry White, until the next regular election.
- (2) Daniel Folsom, 2848 Merville Black Top, Hornick, Iowa, as a Willow Township Trustee. The appointment was made on October 3, 2017, to fill the position previously held by David Folsom, until the next regular election.

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Willow Township School/City/Township/  
Extension/Soil & Water  
Secretary/Clerk  
Date

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

For the office of Clerk of Willow Township  
Name David Folsom  
Address 2909 Humbolt Ave  
City/Zip Hornick IA 51026  
Date of appointment July 12, 2017

This appointment is to fill the office previously held by:

Jerry White  
(Name of previous official)

PATRICK F. GILL  
WOODBURY COUNTY  
AUDITOR/RECORDER  
COMMISSIONER OF ELECTIONS  
2017/0011 BRYAN P 10123  
2017/0011 BRYAN P 10123  
AUDITOR/RECORDER  
COMMISSIONER OF ELECTIONS

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Willow Township School/City/Township/  
Extension/Soil & Water  
Secretary/Clerk  
Date

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

For the office of Trustee of Willow township  
Name Daniel Folsom  
Address 2848 Merville Blacktop  
City/Zip Hornick IA 51026  
Date of appointment Oct 3, 2017

This appointment is to fill the office previously held by:

David L. Stalson  
(Name of previous official)

PATRICK F. GILL  
WOODBURY COUNTY  
AUDITOR RECORDER  
COMM OF ELECTIONS  
2017 OCT 6 AM 10 23

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

Date: 10/13/17

Weekly Agenda Date: 10/17/17

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Supervisor Jeremy Taylor

**WORDING FOR AGENDA ITEM:**

Approval to have the Woodbury County Board of Supervisor Liaisons to the Governing Board move at the next Governing Board meeting that the Sioux Rivers Regional MHDS dissolve and terminate.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Empty box for Executive Summary.

**BACKGROUND:**

Reasons for Motion:

- 1) Termination of the Region is a more desirable outcome than withdrawal by Woodbury County for all member counties.
- 2) Withdrawal will likely necessitate termination anyway because Sioux and Plymouth County cannot stand alone as a Region.
- 3) The 28E Agreement has more detailed procedures for winding up the Region upon termination than upon a member's withdrawal.

**FINANCIAL IMPACT:**

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

I move to have the Woodbury County Board of Supervisor Liaisons to the Governing Board move at the next Governing Board meeting that the Sioux Rivers Regional MHDS dissolve and terminate.

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

Date: 10-12-17 Weekly Agenda Date: 10-17-17

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Rick Schneider, Conservation Dir.

**WORDING FOR AGENDA ITEM:**

Presentation and approval of Conservation Annual Report

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

Iowa Code requires the Conservation Board to submit an annual report to the Board of Supervisors.

**BACKGROUND:**

The FY 17 Annual Report of the Woodbury County Conservation Board was reviewed and approved by the Conservation Board at their October 5, 2017 meeting. The report is now presented to the Board of Supervisors.

**FINANCIAL IMPACT:**

None

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

- Yes
- No

**RECOMMENDATION:**

Approve the FY 17 Conservation Board Annual Report

**ACTION REQUIRED / PROPOSED MOTION:**

Move to accept and approve the FY 17 Annual Report of the Woodbury County Conservation Board.

# ANNUAL REPORT

Woodbury County Conservation Board

July 1, 2016 — June 30, 2017

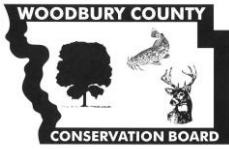




## TABLE OF CONTENTS

	Page
<b><u>CONSERVATION BOARD ANNUAL REPORT</u></b>	
Executive Summary	i
I. Board Roster/Meetings	1
II. Administration/Maintenance	2
III. Future	7
IV. Cooperative Programs and Organizations	9
V. Land Acquisition	13
VI. Area Development	13
VII. <b><u>DOROTHY PECAUT NATURE CENTER</u></b>	
Highlights	23
Programs	24
Nature Center	27
Marketing	30
Special Projects	33
List of Donors	37
VIII. FY 17 Financial Statement	41





# Woodbury County Conservation Board

4500 Sioux River Road Sioux City, IA 51109-1657

Phone: 712/258-0838  
Fax: 712/258-1261

Board Members:  
Cindy Bennett  
Suzan Boden  
Don Dixon  
Neil Stockfleth  
Christine Zellmer-Zant

Rick D. Schneider, Director  
Brian Stehr, Deputy Director  
Dawn Snyder, Education Director

## Executive Summary

**MISSION:** *Woodbury County Conservation Board is a regional agency tasked with providing high quality and valuable education, recreation, enhancement and preservation of our natural resources through professional and courteous service for the betterment of current and future generations.*

**WOODBURY COUNTY VISION:** *Woodbury County dedicates itself to providing high quality services to meet the ever-changing demands and needs of its citizens.*

### **FY 17 HIGHLIGHTS:**

- Curtin Timber – Expanded by 120 acres
- Meyer Access – New access added to Little Sioux River
- Little Sioux Park – Water control structure installed for lake
- Southwood Conservation Area – Two new camping cabins opened for rental
- Dorothy Pecaut Nature Center – Parking lot lighting converted to LED
- Administration – Moved cabin and shelter rental reservations to online system

### **CONSERVATION DEPARTMENT BY THE NUMBERS:**

- Manage 16 areas totaling 5,623 acres
- Hold and monitor 15 conservation easements on 1,695 acres
- Park revenues totaled \$379,025
- Visitation to all areas was over 750,000 persons
- Over 46,700 visitors to Dorothy Pecaut Nature Center
- More than 188 volunteers logged nearly 2,610 hours
- Provided 104 public programs for more than 7,100 participants
- Staffed by 14 full time, 3 regular part time, and 24 seasonal employees

Woodbury County Conservation Board is a five-member volunteer board appointed by the county Board of Supervisors. Members are appointed for five-year terms. Meetings are scheduled the first Thursday of each month.

It has been our pleasure to carry out our mission and serve the public in this manner during the past fiscal year while dove-tailing with the County's Vision. We deeply appreciate the outstanding assistance and willing cooperation of so many local, state and federal agencies including the county Board of Supervisors, the Iowa Natural Resources Department, and numerous local organizations described in Section IV of this report. We also appreciate the many comments and suggestions from our visitors which help us be more responsive to our customers.

Woodbury County is blessed with outstanding natural resource and outdoor recreation opportunities supported by its taxpayers. Please explore and enjoy your county park areas. You'll be glad you did!

Yours for Conservation,

Rick D. Schneider, Director

# WOODBURY COUNTY CONSERVATION BOARD

## ANNUAL REPORT

July 1, 2016 to June 30, 2017

### I. BOARD ROSTER/MEETINGS

The conservation board members are appointed by the Board of Supervisors for five year terms. Members serving in 2016-2017 were as follows:

<u>Meetings Attended</u>	<u>Name</u>	<u>Position</u>	<u>Expiration Date</u>
9	Suzan Boden	President	December 31, 2016
9	Neil Stockfleth	Vice President	December 31, 2019
9	Chris Zellmer-Zant	Secretary	December 31, 2020
10	Cindy Bennett	Member	December 31, 2018
9	Don Dixon	Member	December 31, 2017

Suzan Boden was reappointed to a five-year term beginning January 1, 2017. Marty Pottebaum, Woodbury County Supervisor, attends meetings as liaison to the Conservation Department from the Board of Supervisors for 2017.

The Board held twelve regular monthly meetings during the fiscal year. Minutes of these meetings are on file in the conservation office at Dorothy Pecaut Nature Center and are available for viewing on our website [www.woodburyparks.org](http://www.woodburyparks.org).

#### OTHER MEETINGS ATTENDED

One Board member and three staff attended the 57<sup>th</sup> Annual Conference of Iowa County Conservation Boards at Ft. Dodge, IA on September 15-17, 2016. The department's law enforcement officers attended the County Conservation Peace Officers Association's annual law enforcement workshop on October 3-5, 2016 at the Iowa Law Enforcement Academy in Johnston, Iowa. Two employees attended the IACCB E-Commerce Summit in Ames on November 10, 2016. The Director and Deputy Director attended the ISAC Fall School of Instruction in Des Moines on November 30-December 2, 2016. Four staff attended the annual Winterfest Employee Workshop in Waterloo on January 24-26, 2017. Staff members hosted a county conservation booth at the Woodbury County Fair in August 2016 and assisted with a district conservation booth at the Clay County Fair in September 2016. Five officers attended the CCPOA Western Region Workshop in Pocahontas February 22, 2017. Three employees attended the IAN Spring Workshop in Plymouth County March 8-10, 2017. The Director attended the ISAC Spring School and County Day at the Capitol in Des Moines March 8-10, REAP Day March 29, and IWill Day April 11, 2017.

Additional meetings attended by employees and/or board members during the fiscal year included:

- IACCB New Employee School and Friends and Foundations meeting in Des Moines
- Loess Hills Prairie Seminar – June 2-4, 2017 in Monona County
- Conservation Directors Retreat
- Woodbury County Safety meeting
- Pesticide and Water Operator CEU training meetings
- Woodbury County Conservation Foundation meetings
- Woodbury County Department Head meetings
- Woodbury County Health and Wellness Committee meetings
- Woodbury County Strategic Planning meetings
- Woodbury County Board of Supervisor joint meetings with rural towns
- Plywood Trail Committee meetings
- Grow Siouxland Committee meetings
- Loess Hills Alliance committee meetings

Western Iowa Tourism meetings  
 IACCB District meetings  
 National Wild Turkey Federation Chapter  
 Pheasants Forever Chapter  
 Department Staff meetings

The Conservation Board hosted a volunteer recognition and awards presentation soup supper on March 30, 2017 at the Dorothy Pecaut Nature Center. Numerous volunteers were recognized for their many hours of service to the Board and the Nature Center. Anthony Gaul of Sgt. Bluff was presented the Conservation Educator Award for his many years of teaching and involvement with environmental education and Boy Scouts. Ginger Martin of Sioux City was presented the Friend of Conservation Award for her many years of volunteer service working in the Nature Center gardens and at the Nature Calls fundraiser event.

**II. ADMINISTRATION/MAINTENANCE**

Staffing

Department staff during the fiscal year included fourteen full time, three regular part time and numerous seasonal employees. Part-time Senior Aide positions through the Woodbury County Community Action Agency continued to provide valuable receptionist assistance while providing employment for previously retired individuals. Employment through this program is limited which can result in a new employee each year. Numerous temporary seasonal employees were hired from April through October for maintenance tasks in the county park and wildlife areas.

FY 17 was a significant year for staff changes within the department. Deputy Director Mark Peterson retired on June 30, 2016. Resource Manager Brian Stehr was promoted to Deputy Director July 4, 2016. Assistant Manager Josh VanVoorst was promoted to fill Brian’s position, and Resource Technician Dylan Bales was promoted to the Assistant Manager position. Resource Manager Bernie Ketelsen retired August 31, 2016 after nearly 44 years of service. Assistant Manager Robert Fundermann was promoted to fill this position, and Resource Technician Nathan Silfies, who was hired on July 1, 2016, was promoted to fill the Assistant Manager position. Resource Technician Erik Lindsay was promoted to Assistant Manager in September 2016 to provide an additional law enforcement officer for the Southwood Conservation Area district. The Resource Technician position at this location has been eliminated for the time being. The open Resource Technician positions at Little Sioux Park and Snyder Bend-Brown’s Lake were filled in early 2017 by Derek Bean and Mike Massey respectively. Director Rick Schneider announced his retirement at the end of 2017, and the Board worked on the replacement process the first half of 2017 with the position advertised in June 2017.

Conservation staff have a history of longevity, and several employment milestones were celebrated during the year as follows: Don Haahr, Resource Manager (40 years); Pam Pfautsch, Receptionist (21 years); Theresa Kruid, Naturalist (20 years); and Marilyn Milbrodt, Receptionist (20 years).



New officers Bales (L) and Lindsay (R)  
 Also pictured: Officers VanVoorst, Stehr and Haahr



Don Haahr  
 40 years of service

The department’s six Resource Managers and Deputy Director are certified law enforcement officers who maintain their certification through the Iowa Law Enforcement Academy (ILEA). These officers are also covered under the IPERS Protective Class of employees whereby the employer and employee both pay a higher rate into IPERS retirement system. The promotions during the fiscal year resulted in three new Assistant Managers being appointed as peace officers and they are required to become certified through ILEA. Officers Bales and Lindsay attended and graduated from ILEA April 14, 2017. Officer Silfies began his attendance at the Academy May 8 and will graduate August 18, 2017.

Various employment programs provided through a variety of other agencies in the community help supplement board staffing needs when available. Conservation Corps Iowa (CCI), the AmeriCorps program through the Minnesota Conservation Corps, was contracted to work a total of 16 days during the fiscal year. CCI crews comprising up to five persons came four separate weeks during July, August and October 2016 and June 2017 to work on special projects. Four naturalist interns were employed in 2016 and 2017 to assist with summer camps and programs at the nature center and parks. An “Outdoor Skills” intern was hired in 2017 to teach and promote various outdoor skills to area youth. Funding for the position came from area businesses and conservation organizations. The Woodbury County Conservation Foundation provided funding for a Habitat Stewardship intern to work on projects near the Nature Center, Riverside Bluffs, and other park areas. Interns from Briar Cliff University and Morningside College were used during the school year. Board staff uses community service workers when available. Campground host volunteers provided a valuable service and were used in most of the parks at least part of the camping season. General volunteers are an important resource and have been a great assistance at the Nature Center and in the parks. The Nature Calls fundraiser event uses over 70 volunteers each year. The Receptionist/Volunteer Coordinator position works to contact and organize volunteers. Staff continued to recruit and train volunteers to provide a wide variety of assistance with many tasks. Numerous groups including area businesses, Middle School Peer Helpers, high school students, college students, church groups, and Boy Scout and Girl Scout troops, provided numerous volunteers that completed a variety of projects and tasks for the board during the year.

Positions employed/hired throughout the fiscal year were as follows:

- (1) Director
- (1) Deputy Director – Field Operations
- (4) Resource Manager
- (5) Assistant Resource Manager
- (5) Resource Technician
- (1) Administrative Secretary
- (9) Seasonal Park Ranger
- (1) Education Programs Director
- (1) Naturalist
- (1) Resource Naturalist
- (2) Nature Center Receptionist
- (1) Receptionist/Volunteer Coordinator
- (6) Summer Intern Naturalist
- (7) Security Guard
- (8) Seasonal Park Maintenance Employee
- (2) Outdoor Skills Intern
- (2) Habitat Stewardship Intern

The number of employees listed represents the various persons hired to fill these positions over a two-season period. The numbers do not necessarily represent the number of authorized positions.

### Grants

The Conservation Department is very active in pursuing grant opportunities each year. Numerous grant applications were written and submitted by board staff during the fiscal year including the following:

<u>Grants Submitted</u>	<u>Description</u>	<u>\$ Requested</u>	<u>\$ Awarded</u>	<u>Award Date</u>
Gilchrist Foundation	Land Acquisition	\$ 75,000	\$ 75,000	July 2016
Iowa Chapter NWTF	Land Acquisition	\$ 15,000	\$ 15,000	July 2016
Whitetails Unlimited	Land Acquisition	\$ 5,000	\$ 5,000	July 2016
Gilchrist Foundation	Nature Center Projects	\$ 74,825	\$ 0	July 2017
MRHD	Cabin Development	\$ 125,000	\$ 75,000	October 2015

Conservation staff continues to seek grant dollars and leverage available funds to assist with major development projects, land acquisition, publicity, and environmental education. **During FY17, a total of \$430,501 in grants was administered and another \$74,825 in grant applications was written and submitted for funding.**

## Long Range Planning

Long range strategic planning is a very important responsibility of the Board. On January 28, 2017, the Board held a strategic planning session with staff at the Dorothy Pecaut Nature Center. Discussion was held on various topics including future capital improvement needs, staffing needs, and succession planning. Long range planning needs to be addressed every year to maintain focus and purpose by the Board and an efficient, effective and responsive department.

## Board Policies

Board policies are reviewed annually and addressed when needs arise. The Conservation Board coordinates department policies closely with other county policies and procedures. Staff worked on proposed changes to Park Rules and Regulations which had not been updated since 2000. Working with the County Attorney's Office, a final draft of new Rules and Regulations was approved by the Board, published and new signs ordered for placement at the entrance of every conservation area. The Deputy Director who serves as the Chief Law Enforcement Officer for the department worked with the Sheriff's Department to incorporate many of the Sheriff's Department policies into a new Law Enforcement Policy for the Conservation Department which was adopted by the Board. Policies governing cabin and enclosed shelter rental were updated to comply with the new online reservation system.

## Training

Training requirements for new and existing employees involves a large time commitment. A variety of training must be administered and received to ensure that employees are prepared to do their jobs. New full time and seasonal employees receive orientation training regarding board policies, especially safety related concerns. Training is important to ensure that employees are able to safely and efficiently do their jobs.

Staff attended numerous specialized training sessions during the fiscal year, many of which were required to maintain certifications. The Board's seven Law Enforcement Officers attended various training and certification schools including the County Conservation Peace Officers Association's annual training school at the Iowa Law Enforcement Academy in October 2016 to obtain required continuing education units and firearms qualification. Four employees attended the Winterfest Employees Training Workshop in Waterloo in January 2017. Training sessions on safety issues typically result in a review of Personal Protective Equipment and acquisition of items needed to keep employees safe. The annual County Safety Meeting for Secondary Roads and Conservation employees was held at the Nature Center on November 3, 2016.

Staff and board members attended the Iowa Association of County Conservation Boards annual conference at Ft. Dodge, IA September 15-17, 2016. Nine staff members are required to maintain Pesticide Applicator Certification in several categories and attended several sessions during the year to obtain continuing education units for certification. The Director attended classes to receive continuing education units for maintaining certification as Water System Distribution Operators for the Nature Center's public water supply system. This certified position will be in jeopardy following retirement of the Director in December 2017. All full-time staff maintains CPR, AED and Basic First Aid certification, and recertification classes were attended during the year.

## Committees/Appointments

The Education Programs Director served on the REAP Conservation Education Programs statewide grant review and scoring committee and as a delegate from Woodbury County to the Loess Hills Alliance Board of Directors. The Director served as an alternate from Woodbury County to the Loess Hills Alliance Board of Directors and as a member of the Stewardship Committee, Protection Committee and the Protection Committee's grant review group. The Director and Deputy Director served on the Habitat and Executive Committees for the Woodbury County Chapter of Pheasants Forever. The Director served as Publicity Chair for the local chapter of the National Wild Turkey Federation, and served on the Woodbury County Health and Wellness Committee. Bob Fundermann, Assistant Resource Manager, served as Chief Firearms Instructor for the County Conservation Peace Officers Association. Dawn Snyder and Board member Christine Zellmer-Zant served on the Woodbury County Conservation Foundation. All five Board members served on the Woodbury County Conservation Endowment Board. Two staff and Board member Don Dixon served on the Woodbury County REAP Committee.

## Agreements/Partnerships

The Board and staff continue to develop and nurture partnerships with numerous agencies and organizations for the benefit of conservation. Board staff worked with area school districts regarding incorporation of annual class field trips to the Dorothy Pecaut Nature Center. The Board's Receptionist/Volunteer Coordinator and Resource Naturalist also worked with various agencies to provide after school programs for youth and public programs in the parks. Ducks Unlimited has been a major partner through agreements with the Board to develop and enhance Owego Wetland Complex and other areas in the county. The Loess Hills Alliance has provided partnership opportunities by making available through the Board firefighting equipment to be used on private lands. The Alliance also provides continuing training for Advanced Wildland Burns whereby board staff receives refresher training. Trained individuals can be available to assist the National Park Service in fighting forest fires. An Agreement is maintained with Golden Hills Resource Conservation Development to provide for the installation and long-term maintenance of special interpretive panel signs along the Loess Hills Scenic Byway. A major partnership effort has been formed between the Board and the Natural Resources Conservation Service in developing various agreements to manage the Owego Wetland Complex.

Siouxland District Health Department provides testing services for the nature center's public water supply as required by IDNR, and conducts annual water testing on all park wells. Staff maintains nesting towers for Ospreys on the north shore of Brown's Lake and along Snyder Bend in cooperation with Iowa DNR and CF Industries. The Board participates with the DNR's water quality monitoring program on its two swimming beaches.

The Board continued to nurture partnerships and agreements with Iowa Natural Heritage Foundation regarding conservation easements and Woodbury County Pheasants Forever in acquiring and providing food plot and native grass seed and seeding equipment. An extremely valuable partnership is maintained with the County Secondary Roads Department. Secondary Roads has provided many hours of work with specialized heavy equipment, surveys, engineering and construction oversight on numerous conservation projects. A special Interdepartmental Agreement for maintaining specified park roads continued between the Conservation Board and Secondary Roads. In the past fiscal year, the Secondary Roads Department staff has worked on plans to improve the Dixon Bridge Access on the Little Sioux River, developed plans and obtained permits for a shoreline armoring project at Little Sioux Park, and assisted with the installation of the water control structure for the lake at Little Sioux Park. Conservation Department staff returned the favor by assisting with removal of several large Cottonwood trees at the Lawton Shed, and planting and mulching about 30 spruce trees for a new screen planting. The Conservation Department must also maintain a close working relationship with the Sheriff's Office. Conservation law enforcement officers depend heavily on Sheriff's Deputies to assist with problems that arise in the parks and any subsequent arrests. The Sheriff's Office assisted with updating the Board's Law Enforcement Policy and with researching specific equipment for department officers. Cooperative efforts have begun with the Rural Economic Development office to promote county conservation areas and facilities.

The Board sponsored its annual Camping Kick-Off Weekend at all county campgrounds the first weekend in May which was well received. Campers received a voucher for one night free camping later in 2017 along with other small gifts. Board staff also works closely with Stone State Park staff on prairie and trail management around the nature center.

A more detailed description of various cooperative ventures is discussed in **Section IV** of this report.

## Technology

Mobile and portable law enforcement radio equipment was replaced with assistance from the Board of Supervisors to enable department officers to have the most current communications equipment due to the change to statewide encrypted radio communication. Department laptop computers were replaced with new units. The search for reliable, consistent, and fast internet service continued with a serious look at fiber.

Board staff continued to make considerable use of GIS technology for better management of county parks and wildlife areas, and use in various grant and permit applications. This technology is heavily used for prescribed burn management of wildlife areas and preparing detailed maps for grants or permit applications. Erik Lindsay, Resource Technician at Southwood Conservation Area, serves as the department's GIS Specialist.

The Board's website, [www.woodburyparks.org](http://www.woodburyparks.org), provides a multitude of information for visitors and is updated regularly by staff. Information on cabin and enclosed shelter rental dates can be accessed through the website. Video clips are available showing the inside of the cabins and enclosed shelters as well as the nature center. Donations and certain sales can also be made through the website. All cabin and enclosed shelter reservations entered the electronic age when they went "online" through MyCountyParks.com website December 23, 2016. All four park offices are connected to the internet and the County's GroupWise email and main "U" Drive which provides an efficient method of information exchange with the main office. Most full-time staff have opted to receive and access their work email on their personal cell phones. High speed internet access has been installed at all park offices, and wireless internet access for campers and park users at Snyder Bend Park and Bigelow Park. Public access at the Nature Center is also available. It will be a goal of the Department to provide high speed wireless internet for park users in all four of the main developed park areas in the future. Fiber optic service is expected to be installed to Southwood Conservation Area by the end of 2017, and plans are being made to provide public wireless access at this park and Little Sioux Park.

The Board continued to provide two outlets for the public to obtain DNR licenses at Little Sioux Park and Southwood Conservation Area. These outlets are part of the DNR's electronic licensing system that has been operating since 2000, and these systems were upgraded in 2010. All IDNR licenses are also available online.

The Board is part of a statewide publicity and promotion effort for all county conservation boards through a website, [www.MyCountyParks.com](http://www.MyCountyParks.com). This advanced website provides excellent access for all county conservation boards in Iowa to promote their areas and facilities to potential visitors across the country and received comprehensive updates in 2017.

#### Environmental Education/Publicity

The Board's environmental education program continued to experience strong demand for programs and information during its twenty-ninth year. Emphasis for school class programs is centered on encouraging classes to visit the nature center and experience the outdoors in the loess hills. Students have the opportunity to view and learn from the exhibits, watch educational videos, listen to a naturalist program or participate in an educational hike. Volunteers are an immense help with the many classes that come to the center. The nature center is an excellent facility to host various types of public programs regardless of weather conditions. Staff conducted numerous radio and television interviews concerning various programs and events during the fiscal year. Numerous programs were presented to various groups and organizations in the community and at the county parks. The Board cooperated with the Woodbury County Soil Conservation District in providing trees to fifth graders in rural school districts throughout the county. The Board's newsletter, "Woodbury Wanderings", continued to be a popular publication and is published three times a year and is available on the website in digital format. The Board continued to sell advertising to help support printing costs of the newsletter which is a free publication. Subscribers are encouraged to sign up to receive the newsletter electronically. Several Resource Managers, Naturalists and the Deputy Director serve or assist as Hunter Safety and Fur Harvester Instructors teaching and assisting with these classes throughout the county during the year. Several classes are held at the nature center and various park offices. Hunter Safety classes are now part of the curriculum of the three local public high schools and are assisted by Board staff with over 200 students receiving the training in the past year. The nature center Gift Shop features many items which help promote the nature center with its name and logo. Summer day camps held at the nature center were again very successful, are self-sustaining, and continue to be expanded where possible. A complete annual report of the Board's environmental education program is located at the end of this report in **Section VII**.

The Board provided an information booth at the Woodbury County Fair. Staff also assisted with a District III County Conservation booth at the Clay County Fair.

A dedicated, hard-working group of volunteers worked with the Education Programs Director and Naturalist to raise money for nature center programs and needs through the thirteenth annual "Nature Calls" fundraiser. Over \$45,000 was raised at the September 10, 2016 event which was held at the Sioux City Convention Center. Proceeds help fund one summer naturalist intern and upgrades/improvements to the Nature Center.

## Communication

Communication contacts between various conservation organizations and the Board were coordinated by the Director during the fiscal year. Maintaining close working relationships with various state, county, and federal organizations along with local organizations is a high priority. Staff continually seeks new methods to communicate through the Board's website and other electronic means.

Regular staff meetings were conducted during the fiscal year. Communication efforts among staff locations have been enhanced with the use of e-mail, high-speed internet, fax machines, and cell phones. Conservation staff conducted regular maintenance checks on major equipment, playground equipment, park facilities and vehicles during the year. Emphasis is placed on safety issues in all park areas according to the Board's safety policy. Routine safety inspections of park shops help ensure a safe working environment for employees and compliance with OSHA regulations.

## Equipment Purchases

Major equipment/furniture items purchased by the Board during the fiscal year were as follows:

	<u>Item</u>	<u>Cost</u>
1	2005 Used Ford F350 Flatbed Pickup Truck	\$ 16,570
1	2017 Chevrolet 1500 Pickup Truck	\$ 26,990
1	2016 Toyota Sienna Minivan	\$ 23,500
1	2016 Case TV380 Compact Track Loader	\$ 64,550
1	2017 John Deere 1550 Terrain Cut 4WD Mower	\$ 15,852
1	Toro Industrial Push Mower	\$ 1,041
1	Mi-T-M Pressure Washer	\$ 700
1	Fireproof 4 Drawer Lateral File	\$ 1,200
2	Desks	\$ 629
1	Acetylene Cutting/Welding Kit	\$ 350

A complete equipment inventory is on file in the conservation office.

### **III. FUTURE**

#### CIP/Revenue Requirements

The Capital Improvement Program (CIP) for the Conservation Department is reviewed regularly by the Conservation Board. A minimum five-year improvement program is prioritized, approved annually and submitted to the Board of Supervisors as part of the annual budgeting process. The CIP is based on needs and available grants and revenues, and can fluctuate throughout the year. In **Section VI**, this report describes various capital improvement projects scheduled for completion during the next fiscal year. These include improvement upgrades to the Little Sioux Park swim beach, nature center improvements, playground renovation at Brown's Lake, providing a dust-free surface for the road at Southwood Conservation Area and numerous other projects. Of more immediate concern is the condition of asphalt roads at Little Sioux Park and Bigelow Park that have reached the end of their life span and require resurfacing within the next year or two. Longer range projects include construction of cold storage buildings at three parks, renovating and possibly enclosing shelters at Fowler Forest Preserve and Snyder Bend Park, renovating the Bellamy Campground at Little Sioux Park, and shoreline improvements at Brown's Lake. All projects are dependent on park user fees and other revenues generated from conservation areas that are deposited into the Conservation Reserve Fund which finances these improvements. These revenues are also used as leverage to cost-share with available grant programs which provide additional funding for capital improvement projects.

Large scale projects could not be completed without the availability of various grant monies. Applications to grant programs such as LAWCON and REAP, as well as project specific grants, will be made when appropriate, provided grant monies and match dollars continue to be available. Many state and federal grant sources are shrinking or disappearing completely. Construction costs continue to rise at a steady pace making it imperative that grant funds be obtained to complete necessary capital improvements. The Board and staff need to continue to look for new sources of revenue, and the county Board of Supervisors needs to be involved in this effort. User fees and other charges are to be monitored and adjusted periodically to



ensure a competitive product and price, but these revenues will need to be supplemented with additional sources. Long range planning must be an ongoing effort by the Conservation Board and staff and should include the Board of Supervisors in dealing with particularly costly projects. The Board has collaborated in the past with the Board of Supervisors to issue bonds to finance specific projects with park revenues used to pay back the bonds. This is an innovative way to complete high-cost improvements when interest rates are attractive for borrowing. Some major projects, such as road resurfacing, are simply out of the Conservation Board's ability to repay and will need to be funded by bonds issued through the Board of Supervisor's Debt Service Fund. The Iowa Outdoor Natural Resources Trust Fund can be a significant source of revenue when it is funded.

### Land Acquisition

Land acquisition efforts continued with the Curtin Timber Expansion project. The Board began working with the landowner of a 120-acre parcel adjacent to Curtin Timber early in 2015. Final acquisition and closing on this property occurred in October 2016. Acquisition was made possible through the assistance of the Iowa Natural Heritage Foundation. This property contains some of the finest forest in western Iowa and will remain undeveloped open to public hunting.



Meyer Access on Little Sioux River

Staff approached the Iowa DOT regarding a small right-of-way along Highway 31 south of the County Road D-50 bridge over the Little Sioux River for potential use as a public river access. An agreement was approved by both entities and the 2.5 acre access will now be managed by the Conservation Board. It will be known as Meyer Access. Easement opportunities in the County will be monitored for any attractive possibilities.

Rare opportunities for fee title acquisition occasionally arise from willing sellers, and the Board should take advantage of these offers coupled with the availability of grant dollars to fund acquisitions. The Board will continue to work only with willing sellers, and potential acquisitions will be reviewed to determine their viability within the Board's system and Long Range Land Acquisition Plan. Acquisitions are usually dependent upon grants which typically fund 50% -100% of acquisition costs.

### Cooperation

As described in **Section IV**, the Board will continue to cooperate wherever possible with other agencies, departments, and private organizations to further the awareness of conservation and promote the Board's goals and objectives throughout the next fiscal year. Cooperative efforts and partnerships are critical to the success of the Conservation Board. Locally, the Board looks forward to continuing cooperation with local colleges and universities, Pheasants Forever, National Wild Turkey Federation, Ducks Unlimited, Whitetails Unlimited, Sioux Valley Sports Club, River City Anglers Club, and Siouxland Fly Fishing Club. The Board will also continue to work with the Woodbury County Conservation Foundation, Loess Hills Audubon, the Northwest Iowa Sierra Club, Stone State Park and IDNR, The Nature Conservancy and Iowa Natural Heritage Foundation to promote conservation issues and projects. Collaborative efforts will continue with the Loess Hills Alliance to promote conservation and protection measures for Iowa's loess hills. The Board also looks forward to continued use of various grant programs including employment programs such as Conservation Corps Iowa and Woodbury County Community Action Agency Senior Aides program, and community service worker programs, along with interns and volunteers to complete various maintenance and educational projects throughout the Board's conservation system.

A critically important cooperative relationship exists between the Conservation Department and other county departments, particularly Secondary Roads. Many projects could not get accomplished or could cost much more without the willing cooperation of the County Engineer and his staff who assist often with a variety of maintenance and construction projects in the parks due to their specialized equipment and expertise. The Sheriff's Department provides critical assistance to park officers in law enforcement situations. More cooperative ventures with the Rural Economic Development Department to promote county parks and facilities will have a positive economic impact for the County. It is imperative that these types of relationships continue among departments.

### Priorities/Strategic Planning

The Board's top priorities for the next fiscal year will be renovation of the beach at Little Sioux Park, renovating the playground at Brown's Lake, and finding a dust-free surfacing solution for the Southwood Conservation Area road. Renovation of asphalt roads at Little Sioux Park and Bigelow Park are major concerns that need to be addressed in the next year. The Board's policies and long range plans will continue to be reviewed and updated as necessary. Future planning efforts assist in developing the Board's budget requests, and a strategic planning meeting of the Board needs to be held annually. Board priorities continually change, but timely review of these priorities will allow needs to be efficiently matched with limited resources. Strategic planning has already proven its value within the department and has helped tremendously in dealing with retirements from key positions.

### Staff

Full-time conservation staff numbers have been insufficient for many years. The Board is extremely grateful for the new Resource Technician position funded by the Board of Supervisors last fiscal year. Optimally, the department should have a minimum of three additional full-time positions to operate most efficiently and responsively to the public. Discussion of additional staff continues to be addressed through strategic planning and communication with the Board of Supervisors with overall county budget concerns the limiting factor. Priorities for full-time staff positions include a Natural Resources Coordinator, an additional Resource Technician position, and a third naturalist for the department. A part-time Clerk position and more receptionist hours are also needed in the Conservation Board office. The "park season" runs nearly eight months which causes difficulties with federal wage and hour regulation compliance when using temporary or seasonal employees. Increasing visitation numbers at county parks and the Nature Center has put tremendous pressure on existing employees to keep up with public needs. Increasing training requirements take more hours away from department production thereby placing even more pressure on limited manpower resources. New staff positions should be considered which can better accommodate and benefit the Board's programs and service to the public. Additional employee retirements within the next two years will also impact staff needs. Position requests have been favorably received by the Board of Supervisors, but budget constraints have not allowed many positions to be added. It is hoped that proposed strategic planning for the entire county will place more emphasis on staffing needs to provide necessary services.

Board staff will continue to recruit, train and organize volunteers that can assist with operating and maintaining the nature center and park facilities. Campground hosts have proven to be particularly effective as they handle various park duties, and staff will continue to seek individuals willing to serve in that capacity. The Board will continue to annually recognize special individuals who have made outstanding contributions of their time and efforts to apply conservation practices and promote conservation education by conferring the "Friend of Conservation" and "Conservation Educator" awards. The volunteer recognition program will continue to reward and acknowledge those dedicated volunteers that assist the Board in various ways. The Board's outstanding environmental education program will continue to be the top promotional tool for the Board's park and conservation areas and programs.

## **IV. COOPERATIVE PROGRAMS AND ORGANIZATIONS**

### 1. Management Agreements

The Woodbury County Conservation Board presently operates two areas totaling 46 acres under management agreement with the Iowa Department of Natural resources. These areas include Bigelow Park and the Dorothy Pecaut Nature Center/Board Office area at Stone Park. The Board also operates two areas under management agreement with the Iowa Department of Transportation, the Copeland Park Access on the Little Sioux River west of Correctionville at the State Highway #31 bridge and Meyer Access, a river access site on the Little Sioux River near the D-50 bridge south of Anthon. The Bigelow Park management agreement was renewed as a 50-year management lease agreement in 2010.

### 2. Wildlife Habitat Restoration Program

The Board maintains an active wildlife habitat restoration program by planting tree and shrub seedlings and various types of grass cover and food plots on its park lands each year. Wildlife food plots totaling nearly 80 acres were planted on public wildlife areas. Controlled burns for

prairie for grassland improvement as well as seed production were conducted on 94 acres. Staff cooperated with the Woodbury County Pheasants Forever Chapter in providing free seed for establishing food plots on public and private lands.

The Board's undeveloped wildlife areas are managed specifically for wildlife populations. Food plots and farmlands are managed to benefit wildlife. Some lands are enrolled in USDA programs, including seven CRP contracts and six WRP contracts which the Board must maintain.

The restoration and establishment of native prairie and forbs is a popular component of the board's habitat program. The board maintains four Truax native grass drills of various sizes required to plant native grass seed, and the board's equipment and technical assistance is constantly in demand. Ranging from the small 6' drill, which is ideal for small plantings, to the large 12' no-till drill which is suitable for large acre planting, the drills are made available to landowners on a rental basis and were used to plant 240.6 acres in the fall of 2016 and the spring of 2017. Depending on time and weather, staff typically harvests native grass seed each fall for use in replanting both public and private areas, as well as providing a seed source for roadside vegetation management programs. No seed was harvested during fall 2016. The Board assists the Secondary Roads Department with seeding various road shouldering, re-grading and box culvert construction projects throughout the county. Native grass species are used when practical.

Non-game habitat improvement programs include maintenance of bluebird house trails at Southwood Conservation Area and Little Sioux Park. Volunteers also maintain bluebird house trails along one mile of fence line at the Interstate rest area south of Sergeant Bluff, and the Dorothy Pecaut Nature Center. Osprey nesting towers are maintained on the north shore of Brown's Lake and east shore of Snyder Bend Lake. Other non-game efforts include a variety of programs offered to the public. Board staff assists the local Ducks Unlimited chapter at the annual Green Wing Day for youth and assists with construction of wood duck houses for use throughout the county. These houses are installed at various sites by department staff and monitored occasionally to determine usage and condition. Representatives from the Waterfowl Association of Iowa have assisted with installing nesting structures at Owego Wetland Complex.

Staff has investigated the possibility of obtaining a pair of Trumpeter Swans to be located at Little Sioux Park, and the possibility of erecting nesting sites in downtown Sioux City for Peregrine Falcons.

Special planting equipment for planting seedling trees and shrubs is made available to landowners on a donation basis. Employees work closely with landowners and Iowa DNR personnel surveying and establishing populations of wildlife species, as well as enforcing fish and game regulations.

3. Water Recreation Access Cost-Share

This state cost-share program typically provides up to seventy-five percent of the cost for boat ramps, docks, and related facilities used by boaters and fishermen. The Conservation Board has obtained several boat ramp and dock facilities through this program, as well as assistance for parking lot improvements and restroom facilities. A limited amount of funds are made available to conservation boards each year for various cost-share projects. Monies in this fund are derived from a special tax on fuel sold within the state. In September 2015, Board staff submitted a grant application for cost-share funding for new boat docks at Brown's Lake boat ramp and campground and was successful in receiving up to \$26,692 toward that project. The old docks were moved to Southwood Conservation Area and repurposed for use as boat and fishing docks in that pond.

4. Supplemental Environment Projects (SEP)

The Iowa Department of Natural Resources Environmental Protection Division has established a process whereby monies paid as penalties in environmental enforcement cases can be directed to supplemental environmental projects, or SEPs. Instead of fines and penalties being paid into the state's general fund, the process allows for the penalties to be directed to the county conservation board in the county where the violation occurred for the board to expend on environmentally beneficial projects. An annual report is sent to IDNR to verify the amount of monies collected during the fiscal year and explain how they were expended by the county. Monies are placed in a

special SEP fund and budgeted for expenditure through that fund. During the fiscal year, no environmental penalties or fund interest were received by the Conservation Board, and the fund contains a zero balance. The Conservation Board has designated Owego Wetland Complex as their main priority for expenditure of any SEP funds.

5. Naturalist Programs

The Board's environmental education program completed its twenty-ninth full year in June 2017. Please refer to **Section VII - Dorothy Pecaut Nature Center Annual Report**. Although most programs and presentations are organized by the naturalists, the Director and other staff assist in presenting programs to various groups and organizations throughout the year. Staff members occasionally participate in various publicity efforts with the media. Resource Managers are frequently requested to present programs to school classes, as well as information on specific topics about their areas and careers.

6. Boy Scouts/Girl Scouts

Scouting programs in the area continue to use county conservation parks for camping and other activities. The naturalists and Resource Naturalist occasionally work with Eagle Scout candidates and Girl Scout Gold Award candidates on their community service projects. Several Eagle Scout projects were planned and completed for the nature center and some county parks during the last fiscal year. Staff will continue to work with scout groups to foster an interest in conservation ethics and careers, and to provide opportunities for smaller service projects.

7. Woodbury County Pheasants Forever

This local private organization was formed in January 1986. The group is dedicated to improving habitat to increase the number of pheasants within the county, and works with landowners and other conservation agencies to meet their goals. Since 1987, the local chapter has assisted financially in the purchase of 852 acres of additional wildlife habitat areas in the county. In two acquisitions, the local chapter was responsible for nearly 25% of the total acquisition costs.

The Chapter hosted a Youth Day at Little Sioux Park October 2, 2016, with over 70 youth in attendance, and a Youth Fishing Derby June 17, 2017. In the spring of 2017, the Pheasants Forever (PF) Chapter and conservation staff cooperated in providing 300 pounds of seed for establishment of food plots on public and private lands. Board staff assisted the Chapter by providing equipment and planting advice when possible to private landowners along with equipment for prescribed burns. The Board plans to continue cooperative efforts with the Pheasants Forever Chapter for the establishment of additional permanent habitat and food plots on private lands.

8. River City Anglers Club

The River City Anglers Club is a local organization comprised of persons interested in the betterment of fishing resources in the local and Midwest area. The group holds an annual event featuring fishing experts and a swap meet to raise monies that can be used for special projects benefiting fish resources and fishermen. The club has donated several thousand dollars to the Board for the improvement of fishing facilities and opportunities at Brown's Lake and Snyder Bend, and sponsored the 400-gallon aquarium display at the nature center.

9. Iowa Natural Heritage Foundation

The Iowa Natural Heritage Foundation is an IRS 501(c) (3) organization dedicated to the conservation and preservation of natural resources in Iowa. This group can provide specialized assistance to landowners in the acquisition and protection of various types of land. The Conservation Board utilized the assistance of the Heritage Foundation in acquiring an addition to Shagbark Hills in 1987, the Hammond addition to Southwood Conservation Area in 1989, three additions to Oak Ridge in 1999, 2000 and 2006, two additions to Owego Wetland Complex in 2001 and 2002, an addition to Curtin Timber in 2016, and negotiation of fourteen permanent conservation easements. The advantages of the foundation include quicker response to seller's

requests and demands, and the ability to provide specialized tax-deductible options to willing sellers that cannot be provided by governmental entities. The Foundation provides their services at cost, and the Conservation Board maintains a sustaining membership with this organization.

The Board holds fifteen easements on over 1,695 acres and is responsible for annual monitoring of these easements.

10. Woodbury County Conservation Foundation

The Woodbury County Conservation Foundation was formed in January 1990. It is an incorporated non-profit organization that received tax exempt status in 1991 and is dedicated to the conservation and preservation of natural resources in Woodbury County. Similar in goals to the Iowa Natural Heritage Foundation, the Woodbury County Conservation Foundation concentrates on specific projects to assist the Conservation Board in completing major acquisition and construction projects. The foundation's main goals have been the acquisition and protection of native loess hill prairie areas and the establishment of a regional nature center for the conservation board. The foundation's most ambitious project, establishment of a nature center, was realized in 1995. The foundation's tax-exempt status is an invaluable help in raising funds for various projects, such as the nature center, and will continue to be a vehicle for future fundraising efforts. The foundation has positions for nine directors, two seats which are reserved for a county conservation board member and staff member. Dawn Snyder, Education Programs Director and conservation board member Christine Zellmer-Zant served as representatives on the foundation board of directors. Dawn also serves as Secretary/Treasurer for the Foundation. Regular meetings are held by the foundation, and its mailing address continues to be the Conservation Board office mailing address. As a 501(c) (3) organization, the foundation provides a tax-deductible avenue for donations, contributions and grants to be used toward conservation projects including the nature center, land acquisition, and parks.

During the fiscal year, a special group of more than 70 volunteers worked on the Board's annual fundraising "Nature Calls" event, a craft brew/wine tasting and auction event held each fall. The thirteenth annual event was held September 10, 2016 and netted over \$25,000 for improvements at the Nature Center. The Foundation provided funding for a Habitat Stewardship Intern in 2017 to work on prairies and other habitats. They also provided funding for two Conservation Corps Iowa crews of six workers to conduct four days of tree and brush clearing on 8 acres as part of prairie restoration efforts at Riverside Bluffs and to install 800 feet of new fence at Riverside Bluffs. The Foundation continued to offer special incentives to boost memberships, including camping discounts, free nights of camping and nature center gift shop discounts. On February 26, 2017, the Foundation held its annual meeting at the nature center and featured a program from the Great Plains Zoomobile. The Foundation has continued to fund scholarships for needy Summer Camp children.

11. REAP

The Iowa Resource Enhancement and Protection Act (REAP) was passed by the 1989 session of the Iowa General Assembly and went into effect July 1, 1989. This legislation was to be a long-term, multi-million-dollar commitment to the protection, maintenance, and enhancement of natural and scenic areas; county and state parks; upgrading environmental education programs; protection of endangered animal and plant species and wildlife habitat; halting soil erosion; and improving air and water quality.

For the 2017 fiscal year, \$16 million was appropriated by the Iowa legislature which was allocated among eight different areas, including conservation boards, which will share 20% of the appropriation. Of this 20%, sixty percent goes directly to county boards on per county and per capita basis. The remaining 40% is administered through the Natural Resources Commission for competitive grants to conservation boards. To be eligible for the per capita share and competitive grants, counties must spend at least 22 cents per thousand dollars of taxable valuation on conservation programs. During the 2017 fiscal year, Woodbury County spent approximately 44.8 cents per thousand dollars of taxable valuation on conservation programs. During the fiscal year, Woodbury County received \$9,711 for its per county share and \$32,876 for its per capita share. \$749.61 in interest was credited to the REAP account during the fiscal year.

During the fiscal year, the following expenditures were made from the REAP account:  
\$64,317.40 – Funding for 120-acre Curtin Timber acquisition  
\$ 5,000.00 – Purchase of 12 canoes, 1 kayak, 2 trailers and related equipment

Carryovers in the REAP Fund are typically obligated for future facility developments or specialized equipment. A portion of the funds may be used for cost-sharing land acquisition and capital improvement grant projects if necessary. For FY 18, the Legislature reduced the REAP appropriation to \$12 million due to budget issues. The Board is hopeful that REAP funding may eventually reach the originally legislated \$20 million per year level. Since REAP funds are used for special projects and expenditures, the board is not dependent on this special appropriation for operational expenditures. It is anticipated that Woodbury County's REAP funds in the next fiscal year will be used to assist with Nature Center or park improvements.

12. National Wild Turkey Federation

A local chapter of the National Wild Turkey Federation, known as Loess Hills Longbeards, was formed in January 2000. The chapter conducts an annual membership and fundraising banquet. Chapter meetings are held at the Dorothy Pecaut Nature Center, and the Director served as publicity chairman during the fiscal year. This group is dedicated to the preservation and establishment of the wild turkey throughout the United States. Most funds raised by chapters are forwarded to a state and national organization and used for a variety of programs to acquire and enhance habitat and promote the wild turkey. The Conservation Board received a \$7,500 grant in 1999 to assist with an addition to Oak Ridge Conservation Area. Two grants totaling \$17,000 were received in July 2005 and January 2006 to assist with a 228-acre acquisition project in Oak Ridge Conservation Area. A grant for \$10,000 to assist with a 320-acre acquisition project in Oak Ridge was received in January 2008. And a grant for \$15,000 was received in July 2016 for the Curtin Timber Addition. Staff will continue to work with this organization to promote their efforts in enhancing wildlife habitat and populations in the county.

V. LAND ACQUISITION

A 120-acre addition to Curtin Timber south of Anthon was acquired during the fiscal year. This project has required the assistance of the Iowa Natural Heritage Foundation to step in and acquire the property on behalf of the County and hold it until the Board secured sufficient grants for funding.

A 2.5-acre area was acquired through management agreement with Iowa DOT in 2017. This area is located along Highway 31 south of Anthon on the south side of the County Road D-50 bridge and provides an excellent public access to the Little Sioux River.

Easements, river accesses, and expansion of Snyder Bend Park will be priorities in the future. Future acquisitions will continue to be dependent upon available grants and the Board's ability to maintain areas. Acquisitions must fit into the Board's plans with priority being placed on Oak Ridge Conservation Area, Owego Wetland Complex, and existing parks. Land is acquired only from willing sellers.

At the end of the fiscal year, the conservation board managed 17 different areas comprising approximately 5,667 acres, and held fifteen easements on over 1,695 acres.

VI. AREA DEVELOPMENT

1. Snyder Bend County Park

Snyder Bend County Park is located two miles southwest of the Salix interchange on Interstate 29. This 35-acre area was acquired in 1961 and is currently managed as a full-service outdoor recreation park area. Existing facilities at this site include modern and tent camping areas, a camper's shower and restroom facility, playground equipment and open play areas, picnicking grounds, two open shelters, restroom building, boat ramp and parking lot, paved access and interior roads, concrete trail, four modern family cabins, a residence, and maintenance shop/office and storage area.

Additional trees were planted in spring 2017 as staff continued to replace trees lost in the 2011 flood. Many more trees continue to die and will be removed and replaced. Trees were planted with assistance from employees of CF Industries and their families. Renovation of the wireless equipment in the park was completed to ensure good, consistent service. Seasonal low lake levels continued to be a concern as the power plants providing the supplemental water only operate during peak periods. Water level remained at a recreational level during the park season. Recycling dumpster containers were added to the park to encourage recycling by park visitors. All night security lights were converted to LED.

Plans for the next year include removal of dead trees and planting new trees. The original open shelter needs some refurbishing with consideration of enclosing and the playground surfacing material needs to be replaced with shredded rubber. Other future plans include development of an accessible fishing pier jetty near the lake and application of epoxy finish to the camper shower/restroom building floors.

Visitation to the park was very strong in 2016-2017 with an estimated 165,000 visitors during the fiscal year.

## 2. Bigelow Park - Brown's Lake

Bigelow Park is located on the south shore of Brown's Lake one mile west of the Salix interchange on Interstate 29. This 36-acre state-owned area, which also contains the Dale G. Bell Memorial Arboretum, was acquired from the Department of Natural Resources through management agreement in October 1970. It was renewed in 2002, and again in 2010 for a 50-year lease period. The area is highly developed and is managed as a high-use outdoor recreation park. Facilities at this park include a 41-unit modern camping area, a tent camping area, a camper's shower and restroom building, enclosed shelter house with restrooms, playground equipment and open play areas, swimming beach area, concession/restroom building, boat ramp and dock facilities, parking lots, maintenance shed/office and storage area, paved roads, and a residence.

Renovation of the wireless equipment in the park was completed to ensure good, consistent service. Additional trees were planted throughout the park with assistance of volunteers from CF Industries and their families. Beach hours were reduced to help alleviate disturbance issues late in the day. Discussion with an engineering firm began regarding future shoreline improvements to create additional fishing and access opportunities. All night security lights were converted to LED and two additional lights installed for safety. Recycling dumpster containers were added to the park to encourage recycling by park visitors. Weekly water quality monitoring was conducted at the swimming beach during the summer months in cooperation with IDNR. Park staff instituted weekend outdoor movie nights for campers which were well received.

Plans for next year include installation of an additional septic drain field, continued tree planting and playground renovation including new surfacing material. Interim needs include repair/resurfacing the asphalt park roads and construction of a cold storage building for equipment. Long range improvements include a major renovation or replacement of the beach and concession building, constructing an accessible fishing jetty near the picnic area, and clearing more shoreline areas for fishing access.

This popular area experienced strong visitation numbers and an increase in camping and visitation during the fiscal year with an estimated 185,000 visitors.



3. Little Sioux Park

This 609-acre developed park area is located two miles southwest of Correctionville off State Highway #31. The bulk of this park area was acquired in 1965, with 118 acres of abandoned county-owned gravel pits on the north and 40 acres adjacent to the south added to the park jurisdiction in 1999. Fourteen acres were added in 2004 to provide a trail connector to the town of Correctionville. Thirty-two acres encompassing an old gravel pit adjacent to the shooting range were added in 2008. Eighteen acres of river bottom greenbelt were added in 2015. The park also includes an area formerly known as the Little Sioux Greenbelt, 25 acres of river bottom timber located on the east side of the river and acquired in 1974. Little Sioux Park is currently managed as a high-use outdoor recreation and conservation park. Facilities existing at the park include two modern campground areas with shower and restroom facilities, camping cabins, picnicking grounds, playground equipment and open play areas, enclosed shelter house, several small open shelters, three modern restrooms, swimming beach area, shooting range, hiking trails, hard surfaced trail, non-modern campground, a ten-acre lake, historic one-room schoolhouse, maintenance shop/office and storage area, paved roads, and a residence.



Little Sioux Park Water Control Structure Installation

An engineering firm was contracted to survey and develop plans for renovating the swim beach area and installing a water control structure for the lake. Bids were taken twice during the fiscal year and rejected by the Board both times due to the high cost. It was decided to purchase all materials and hire a contractor to do the installation. High water conditions into 2016 did not allow the swim area to open until July 4, 2016. The water control structure was installed in April 2017 and will allow for better management of the lake level. A 180-foot stretch of river bank erosion along the picnic area by the Little Sioux River was armored with rip rap by a contractor in March 2017. Additional protection for the bullet catch areas at the Shooting Range was installed using sand filled tires. Concrete sidewalks and living areas were installed by all four cabins creating a much more attractive and cleaner area. The park residence was completely remodeled for the first time in forty years. Recycling dumpster containers were added to the park to encourage recycling by park visitors. All night security lighting was converted to LED and three additional lights installed for safety.





Little Sioux Park Riverbank Armoring Project (Before and After)

Many dead and dying Scotch pine trees were removed during the year and numerous trees planted. Woodbury County Pheasants Forever Chapter hosted a fall Youth Day in October 2016 and a Youth Fishing Derby in June 2017. The annual Halloween camping event was held in October 2016 with over 1,000 persons in attendance.

Plans for next year include renovation of the swim beach area, continued tree removal and replacement, and addition of a live swan display. Of immediate concern is the condition of the park asphalt roads. The 2.2 miles of asphalt have reached the end of life expectancy after 20 years and need to be resurfaced or renovated soon before the road base is lost and the project becomes more costly. Longer range plans include renovation of Bellamy Campground, addition of playground equipment near the beach, replacement of playground surfacing material, application of epoxy floors to various restroom/shower facilities, asphalt road repairs, and development of the Peters Pit area.

Little Sioux Park generated the largest amount of revenue during 2016-2017 and continued to be busy. New and renovated facilities continue to attract more users, and the Union Bridge trail continues to be extremely popular with park users and Correctionville citizens. Camping numbers rebounded well in 2017 with visitation estimated at approximately 290,000 persons during the fiscal year.

#### 4. Fowler Forest Preserve

This attractive day-use area is located one-half mile west of Smithland on State Highway #141. The original 50-acre site was acquired in May 1965, with an additional 58 acres added to the area in 1981. In 1998, 52 acres located between the preserve and the city limits of Smithland was added to the area which now totals 160 acres. This park is managed primarily as a day-use preserve and includes an open picnic shelter, restroom facilities, hiking trails, parking lot, and playground equipment.

A memorial bench was installed at a scenic overlook site on a new section of trail. Staff worked with a local architectural firm to look at plans for enclosing the open shelter, but cost estimates were prohibitive. A severe windstorm in August 2016 created a tangled mess of trees along the trail system and in the park. It took staff several weeks of hard work to clear all trails to safe condition.

This area continued to be a popular picnicking and rest area stop for persons traveling along Highway 141. Future plans include continued replacement of steep trail sections with railroad tie box steps, enclosing the large open shelter, and replacement of playground surfacing material. Attendance for the fiscal year is estimated at 15,000 people.

5. Southwood Conservation Area

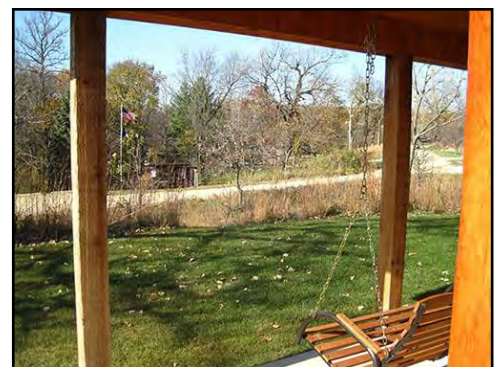
This mostly undeveloped conservation area is located one mile south and three-fourths mile west of Smithland. A majority of the area, 463 acres, was acquired from 1978-80 with fifty percent cost sharing funds received through the federal Land and Water Conservation Fund. Another 160 acres was acquired in 1989 with cost sharing from the state Wildlife Habitat Stamp Fund and donations from local Pheasants Forever Chapters. The entire park now totals 623 acres. The area provides a limited amount of development along the east boundary of the property and is managed primarily as a wildlife conservation park. Facilities on this site include primitive and tent camping areas, a nineteen-site modern electrical campground, hiking and bridle trails, two 7-acre lakes, boat launching area and dock, modern restroom and shower building, maintenance shop/office and storage area, and a residence.



Southwood Conservation Area  
New Cabins



The highlight of the fiscal year was the grand opening of two new cabins on July 15, following an open house for the public on July 9, 2016. These one-bedroom housekeeping units provide another alternative offered for cabin camping in the county. The cabins are located near the campground and feature locally crafted furniture made from local red cedar trees. A \$75,000 grant from Missouri River Historical Development group assisted with the project.



All night security lights were converted to LED fixtures with one new light added by the cabins. New decks were rebuilt for the park residence. The campers' shower and restroom had new plumbing lines installed along with a new lifetime water heater. Dust control agent was applied to the gravel road along the camping areas. This park provides equestrian trails and campsites, and a group of volunteers with the Back Country Horsemen frequent to park and conduct many trail improvements. Native grass seed harvest operations were headquartered at Southwood Conservation Area where seed is cleaned, dried and

stored. No controlled burns were conducted in this area last fiscal year due to unfavorable conditions and lack of staff.

Plans for next year include addition of a dust-free road material to eliminate the need for annual dust control and provide sufficient road rock. Future plans include extending electrical service to a number of tent campsites, continued renovation of trails, and application of epoxy finish to the restroom/shower floor. Southwood Conservation Area is a popular destination for people who enjoy large, undeveloped open spaces, but still have access to basic amenities. It is also a popular spot for equestrian users, hunters and campers. Cabin reservations are expected to have a big impact on visitation in the future, and the demand may require additional cabins. It is estimated that at least 45,000 people visited this conservation area during the fiscal year.

6. Shagbark Hills

This undeveloped 379-acre natural area is located one and one-quarter miles south of Correctionville on County Road L-27. The area is managed as a public hunting area and is regularly used by hunters, hikers and birdwatchers.

New parking signs along the public roads were installed to direct users to specific parking lots. This area is open for public hunting and provides good opportunities for a large variety of upland game species and contains a nice farm pond for pan fish species.

7. Midway Park

This 20-acre abandoned gravel pit site is located three and one-half miles north of Merville on State Highway #140. It contains old gravel pit ponds, a vault latrine restroom, rock ramp accesses to the ponds, and picnic facilities. The area was acquired in May 1978 from the Midway Park Association of Kingsley, Pierson, Merville and Lawton. The park has been developed into a picnic area and is managed for this purpose. The gravel pit ponds also provide good fishing for many park users.

A historic rain event in June 2016 flooded most of the park and surrounding fields and put water over Highway 140 for a short period of time. High water continued to exist throughout 2016 and into 2017, but park facilities were not affected. Beavers found the area and proceeded to destroy or damage many large shade trees. The beavers were removed and hazardous trees cut and removed. Additional trees were planted and more will be added in the future.

8. Copeland Park Access

In January 1986, the Board obtained a right-of-way lease for a .36-acre access from the Iowa Department of Transportation located one-half mile west of Correctionville. This site will be maintained as an undeveloped river access.

9. Inkpaduta River Access

In February 1989, the Board obtained a two-acre river access by easement through a trade-off agreement involving the closing of an abandoned secondary road right-of-way and establishment of a new right-of-way to the river. The area provides a parking lot and limited access to the Little Sioux River for fishermen and canoeists. Long range plans include installing a graded and rockered canoe ramp access.

10. Inkpaduta Historical Monument

In April 1989, the Board acquired .04 acres adjacent to the county road right-of-way and State Highway #31 for a historical marker site. This area marks the location of the Sioux Indian Inkpaduta's campsite during the winter of 1856-57 where they stayed before being driven away by the white settlers. A large boulder with an 18" X 24" bronze informational plaque was erected on this site in the fall of 1989. This site preserves a small part of county history and attracts many interested travelers as they pass on the adjacent highway.

11. Walling Access

This 13.04-acre river access on the Little Sioux River near Correctionville was purchased in 1989. The area is managed for wildlife and as an access for canoeists and fishermen to the Little Sioux River. The area features a concrete boat ramp access to the river.

12. Oak Ridge Conservation Area

This large, undeveloped conservation area identified by the board in 1990 will be the Board's largest acquisition project when completed in the future totaling approximately 3,200 acres. The largest parcel containing 530 acres was added in 2000 and connected three separate existing parcels. Another 19 acres were added in 2002, 231 acres in 2005, and 315 acres in 2007. The area is located between Oto and Smithland and presently consists of four separate Units totaling 2,082 acres.

Timber stand improvement work covering 10.3 acres was completed in Unit 2 with the assistance of a Conservation Corps Iowa crew who worked four days on the project. The project is partially funded over nine years with a Wildlife Habitat Incentive Program grant through the NRCS and was completed in 2016. Prescribed burns were not conducted during the year. This area contains several CRP contracts expiring in the near future.

Future plans include developing plans for repair of a breached watershed dam and construction of a new watershed structure near County Road D-54 and removal of remaining interior fences. Existing native prairie areas, as well as wooded areas, will be rejuvenated through controlled burns. The Board will consider grazing in certain areas as a potential management tool. Additional parcels within the identified boundaries of the Oak Ridge Area will be acquired from willing sellers as they become available and as grant monies are available to fund such purchases.

13. Owego Wetland Complex

This 1,330-acre area is located in the Missouri River bottoms adjacent to an abandoned town known as Owego. The original 320-acre parcel was purchased in 1999. Following the purchase of a permanent wetland easement by the federal government, the Conservation Board acquired residual rights and subsequent title to other parcels comprising the complex. Basic wetland restoration work was funded with federal Wetland Reserve Program (WRP) monies.

No prescribed burns were conducted in 2016 due to unfavorable conditions. Wet weather in 2015 created sufficient water levels so no supplemental pumping was required. A youth duck hunt was held in October 2015 sponsored by the local conservation officer. The Board was approached by a farmer about the possibility of “flash” grazing parts of the area for up to 30 days. This would be a fall management practice, and staff will be researching the use of such grazing techniques.

The Owego Wetland Complex provided good hunting opportunities in the fall of 2016 and spring 2017. Continued wet conditions and rains resulted in record water levels in spring 2016 which dried out during the summer requiring artificial pumping by fall. An irrigation well needed repairs. Staff began grinding volunteer trees for mechanical removal. Encroachments onto WRP easement property required the installation of a quarter mile of new fence and re-establishment of another boundary. Staff was contacted by NRCS to begin writing a new Management Plan for the area, and this will be completed in the next year. The Board has received requests to allow flash grazing of areas within Owego but need the Management Plan guidelines before authorizing any such practice. Clean out of shallow areas and control of cattails also need to occur. Some rodent damaged dikes and two water control structures need repair. The future continues to look bright for the impact this complex will have on wildlife populations, as well as outdoor recreation opportunities for hunters and bird watchers.

14. Administrative Offices/Dorothy Pecaut Nature Center

The Dorothy Pecaut Nature Center is located on approximately 10 acres of land in the southwest corner of Stone State Park. The area is under management agreement with the Iowa Department of

Natural Resources. The nature center, completed in 1995, features a large exhibit hall, classrooms, library/resource room, gift shop, and conservation board offices. Additional features include a paved access road and parking lot, maintenance shop and a 2.5-mile hiking trail system with outdoor amphitheater.

Remaining outdoor parking lot lighting was converted to LED fixtures. A large eagle sculpture was donated for the Outdoor Playscape, and large viewing binoculars were donated and installed at Kestrel Point. Staff researched possibilities for extending fiber optic service to the Nature Center. Costs were estimated at \$105,000, but with the loss of staff time experienced from existing poor service, this cost is minor. It is hoped a joint effort can be developed with an internet provider. The Nature Center was featured as one of Sioux City's "jewels" in a community perception review presentation by consultant Roger Brooks in 2016. Particularly noted was the welcoming signage and staff.

Future projects at this facility include hard surfacing trails around the Nature Center and adding a new hard surfaced trail from the water feature to the Outdoor Playscape. Some of this work will require additional work on drainage issues. Additional concerns include roof replacement and HVAC upgrades which are both reaching the end of expected life. A very detailed report on the nature center follows in **Section VII**. Continued strong visitation numbers were experienced during the twenty-first year of operation.

15. Curtin Timber

This 90-acre timbered area located three miles northeast of Oto was purchased in February 1992. The area has been left in its natural state for the last 20 years and provides excellent habitat for deer and wild turkey. A forty-foot easement for foot access to the property was also acquired from the landowner pending future acquisition of adjoining property that would provide access to the county gravel road. This area is managed as a public hunting area and is used by many hunters, hikers and mushroom hunters.

A 120-acre addition adjacent to the south side of this property was acquired in October 2016 and dedicated on November 12 at the site. Staff continues to work with DNR, tribal representatives and National Park Service staff to finalize cultural resources compliance to clear the way for the Board to obtain a \$175,000 Land and Water Conservation Fund grant. The Upper Sioux Community Tribal Historic Preservation Officer was contracted to conduct a cultural resources survey which was completed in April 2017. Final agreements are pending approval.

16. Riverside Bluffs Area

This 135-acre loess hill native prairie area was acquired in 1992-93 from three different landowners through a state REAP grant that was awarded in 1991. The property is separated by West 19th Street and is located in the Riverside area of Sioux City. The area features virgin loess hills prairie along with outstanding scenic views overlooking the Missouri and Big Sioux River valleys. The area provides a unique, high quality prairie within the city limits.

The Woodbury County Conservation Foundation, which played a significant role in the grant application and acquisition process, continues to raise money for improvements on the area. For the fifth and sixth consecutive years in 2016 and again in June 2017, the Foundation provided funding to contract with a Conservation Corps Iowa crew of five persons for four days to conduct prairie restoration work. Working in conjunction with Conservation Department staff and equipment, and with funding from a two-year grant from the American Great Outdoors program, over 24.5 acres of native prairie was reclaimed and the grant completed. The Foundation also provided funding for a second CCI crew to install 800 feet of new fencing on the north parcel. The Foundation again provided funding for a seasonal Habitat Stewardship intern who spent considerable time on this area and around the nature center.

Due to a long-standing encroachment issue with a neighbor, an agreement was reached to sell the neighbor a small parcel of property (.347 acre) which will give them title to land under several structures they own. The sale of the parcel was approved by the DNR and the Board of Supervisors for \$4,000. The proceeds will be used to install an access off of Military Road.

Additional sections of fence will be replaced or constructed to control unauthorized traffic and delineate property boundaries. Hiking access for the property is maintained and allowed. Controlled management burns of the prairie areas and elimination of woody vegetation is being planned for the north segment in the next few years. The area is managed as a prairie preserve and includes management practices such as removal of woody vegetation and prescribed prairie burns.



VII.

**DOROTHY PECAUT NATURE CENTER**



**Annual Report  
July 1, 2016 to June 30, 2017**

**Woodbury County  
Conservation Board  
4500 Sioux River Road  
Sioux City, IA 51109-1657  
712-258-0838  
<<http://www.woodburyparks.org>>**

## Highlights



- A Bald Eagle found near Anthon, Iowa was diagnosed with lead poisoning, rescued by WCCB staff and taken to Saving Our Avian Resources (SOAR) for treatment. This was only surviving eagle of the 15 eagles admitted with lead poisoning during 2016. A public event in Anthon was held in August 2016, and this rehabilitated Bald Eagle was released back into the wild by Resource Naturalist Tyler Flammang. More than 700 people attended this public event.
- DPNC participated in ArtSplash over Labor Day weekend with an educational booth on Monarch butterflies and the importance of planting milkweed as host plants. Participants made milkweed seed bombs to take home and plant. DPNC also hosted Nature's Fall Fest in October in conjunction with City of Sioux City, and more than 400 people attended to decorate pumpkins, take a fall scavenger hunt, and participate in fall programs.
- A Bald Eagle sculpture and a giant Bald Eagle nest were added to the Discovery Forest Nature Playscape with funds provided by gifts in memory of Michael Corrie.
- For the fifth year, Woodbury County Conservation Foundation (WCCF) donated funds to hire a Habitat Stewardship Intern for the summer months.



They also funded an Iowa Conservation Corps Crew to work on prairie management at Riverside Bluffs prairie for one week.



- A memorial binocular viewing scope and a bench were installed at Kestrel Point overlook deck with additional funds from the Michael Corrie memorial.

- The 13<sup>th</sup> Annual Nature Calls Fundraiser in September 2016 continued to be popular with 520 people attending and raising \$45,000 for Nature Center projects. It was held at the Sioux City Convention Center.

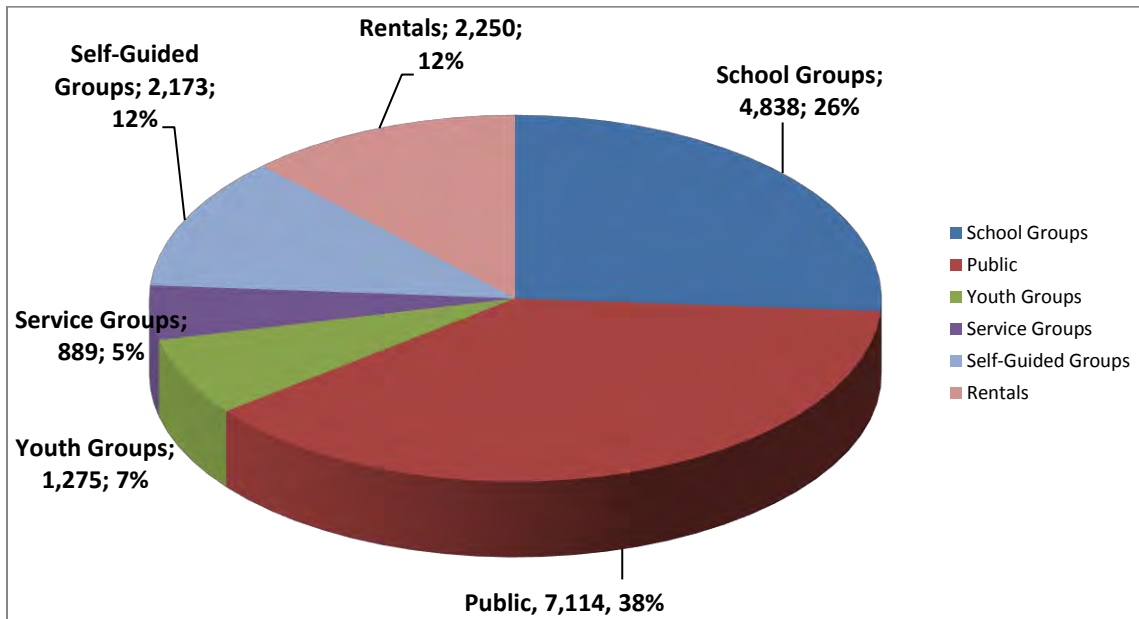
- WCCB purchased 10 canoes and one kayak from former canoe outfitter Greg Leonard. The canoes are based at Little Sioux Park and will be used for education programs.





## Programs

DPNC's mission of providing quality environmental education and outdoor recreation is carried out through our educational philosophy of environmental awareness, sensitivity, knowledge, understanding, appreciation and responsible actions. Each philosophical step is considered when designing programs for different age levels. To ensure participants receive a positive learning experience, our staff is committed to engaging all levels with experiential and interactive activities.



### Program Facets:

**Public and Family Programs:** A wide variety of programming is offered throughout the year for all aspects of families in our surrounding area. This past year, we offered 104 public programs and had more than 7,100 participants. In the winter of 2017, the Nature Center also cooperated with the Woodbury County Conservation Foundation (WCCF) in hosting the *Great Plains ZooMobile* program, and more than 300 people attended. The interns provided free programs on archery, fishing, animals, etc. to hundreds of visitors. Nature Tales is a popular preschool story time with preschool children and an adult. Winter Fun Day and Summer Programs in the Parks continue to be big hits with the community. The Lunch Time for Animals is held once per month in the summer and allows the public to view the resident animals eating. This has been a popular addition to our program offerings. Resource Naturalist Flammang offered several survival type programs including map and compass, knot tying, and fire building. Kruid & Flammang provided programs with our educational raptors and hosted a "Photograph the Raptors" event in which the public could take photos of our birds of prey while they maintained a natural pose outside of their normal cages. Our staff believes involving the entire family instills the values of our mission, as well as providing quality activities for the residents of our area.



**School Groups:** DPNC is a field trip site for preschool through college students. The Center’s staff provides resources, materials, and curriculum supplements for teachers to enhance the learning process of their students. Approximately 26% of the audience we reach is school children. Within the tristate area, DPNC reaches an average of 150 schools, including urban, rural, public, and private audiences. School audiences and outreach remained constant during the past year. Naturalists are working with the Sioux City School District and other schools to continue to promote our programs and facilities. DPNC continues to find new ways to reach students and teachers—an increasing challenge due to the lack of public funds for field trips.

Our Educational Programs Guide lists our offerings for school and youth ages preschool to 12<sup>th</sup> grade. It is distributed to more than 1,200 teachers in the tristate area. Last year our direct school programs reached more than 4,838 youth. Additionally, more than 2,173 students visited the Nature Center for a self-guided experience. For Non-Woodbury County Schools, we charge a user fee of \$1.00 per student. These fees are used to provide funding for additional programs, materials, staffing and supplies. When programming demand is high in spring and fall, naturalist staff is not always able to accommodate the school groups. Additional part-time or full-time staff would help address this continued demand for programming.



**College Groups:** Professors from at least four local colleges use the DPNC as an onsite educational tool for their students. DPNC staff also provides programming and internships for students entering the natural resources field. College and University classes from around the tristate area use our facility for meetings, classes, and field studies.

**Youth Camps & Programs:** The DPNC offers Summer Day Camps that reach nearly 300 children annually. Many campers return each year due to the current program’s seven levels. This program is developed with our education program goals in mind and is extremely popular. Typically, most camps fill within a few weeks after the initial registration date, and many camps have a waiting list.



The Summer Camps beginning in June 2017 were very successful with 276 children attending the 17 camp sessions. We were 96% full this year with only 12 spaces remaining open. This season included two sessions for 3-5 year olds with an adult; two sessions for 4-year old campers, four sessions for 5-6 year olds; four sessions for 7-8 year olds; two sessions for 9-10 year olds; two sessions for 11-12 year olds; and one session for 13-15 year olds. The revenue received from the camps helps to pay for the five Summer Naturalists positions. Camps are designed to offer engaging outdoor activities for ages 3 through 15. The Discovery Forest Nature Playscape continues to be a favorite component of attending camp and is a great way to help reinforce our outdoor awareness goals.

Camps ranged from 2-day sessions to 4-day sessions. This allows scheduling and financial flexibility for families as well as trying to offer more programming opportunities for the Education staff. We offered day trips for ages 13-15 and this was very well received. These

campers were taken on a scavenger hunt around our Woodbury County parks and participated in outdoor skills activities such as canoeing, archery, pellet gun shooting, and fishing. We hope to continue this option for these age groups.

Scholarships were again provided during the 2016 Summer Camp season. The Woodbury County Conservation Foundation co-sponsored the Camps to allow this opportunity and 7 scholarships were awarded totaling \$245. The WCCF sponsorship also assisted with transportation for children ages 11-12 to visit Little Sioux Park during their camp session.



**Summer Interns:** In Summer of 2016 and Summer 2017, we had five paid naturalist interns. All five interns provided programs for camps, youth groups and public on a variety of topics, including outdoor skills. A sixth intern was funded by WCCF and focused on habitat stewardship, trails and general maintenance

On-site programming is available for schools, youth, civic and community groups throughout the year. Staff utilizes materials within our teaching collection and live reptiles and amphibians. Native American Youth, ESL youth, scouts, 4-H groups and others often request special programs from our staff. We reached more than 1,249 youth during our programs this year, mostly attributed to the summer programming by our interns.

**Service Learning Groups/Volunteers:** Resource Naturalist Tyler Flammang had the opportunity to work with multiple service groups over the last year including church, school and scout groups. Service groups worked on trail maintenance, put together bluebird box kits, landscaping, staining benches, roadside cleanup, playground construction and prairie rescue. This offers a good opportunity for people to help their community and learn about their natural areas at the same time.



**Service Group Programs:** Programming is also offered for groups, such as Garden Clubs, Sertoma Clubs, Rotary, etc. throughout the year. A total of 889 people were reached through these meetings.



**Teacher Training:** In cooperation with Iowa's Area Education Agency (AEA 4/12) and Morningside College, the DPNC staff is able to offer a variety of workshops including Project WILD, Project WET and Project Learning Tree (PLT) for teachers' continuing education and graduate credits. Pre-service workshops are offered to college students pursuing an educational degree. The past year, one workshop was offered, providing service to 25 pre-service teachers. Other groups use our facility for their teacher workshops as well.



**Community Development:** Staff networks with a variety of community agencies to maximize resources. Some partnerships include cooperative teaching with Area Education Agencies, schools, WIT and City of Sioux City. Snyder serves on the REAP-CEP Board and scores statewide grants for educational projects twice per year on behalf of the Iowa Association of County Conservation Boards. WCCB collaborates with the Woodbury County Library in Moville for the Summer Reading Program and provided a program. Flammang also provided geocaching programs in cooperation with Iowa State University Extension of Woodbury and Monona County. DPNC also cooperated with Sioux City Blue Zones Project on programs and public education. Flammang provided an owl program at the Clay County Fair and naturalists participated with the Ponca School Expo by providing educational programs.

**Casual Visitors:** DPNC is open to the public 9am-4:30pm Tuesday through Saturday and 1-4:30pm on Sundays. Evening programs are available by appointment. Areas of interest include hiking trails through native prairie and woodlands, wildlife viewing area, interpretive displays including an interactive badger in a tunnel under the prairie diorama, working beehive, a 400-gallon native fish aquarium, resident education animals, and butterfly and herb gardens. The Raptor House and Nature Playscape brought in several new visitors. An estimated 46,700 people visited the Nature Center last year. The Nature Center was open extended hours on Thursday evenings until 7pm in June & July.



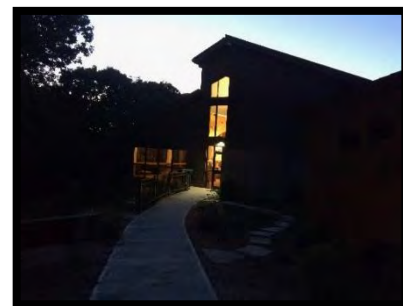
**Grants:**

The WCCB and WCCF applied for four grants during this period, receiving a total of \$2,000.00 Total amount requested was \$12,750.00.

<b><u>Grants July 1, 2016 - June 30, 2017</u></b>	<b><u>Amount requested</u></b>	<b><u>Amount received</u></b>	<b><u>Project Targeted</u></b>
Kohl's Go Green Grant	\$1,500.00	\$1,500.00	Playscape
Sioux City Garden Club	\$500.00	\$500.00	Gardens
Iowa Dept. Economic Development	\$750.00	\$0.00	Advertising
Union Pacific Foundation	\$10,000.00	\$0.00	General operating support
Total received:	<b>\$12,750.00</b>	<b>\$2,000.00</b>	

**Nature Center**

**Nature Center:** The woodland surrounding the parking lot, maintenance shop, and east side of the nature center building, has begun to be thinned of Hackberry, Ironwood, Elm, and Buckthorn saplings and trees. This project will continue to be an ongoing effort in an attempt to allow more sunlight to reach the woodland floor, which in turn will allow for a greater diversity of woodland flowers to grow, as well as allow Bur Oaks, Walnuts, Basswoods,



and Kentucky Coffee trees the opportunity to thrive, without competing for sunlight. The fallen lumber is then bucked up into firewood size pieces and shipped out to our many county parks where it is then split, bundled, and sold to guests. Smaller saplings and branches are chipped into fine mulch and sent out to the parks to be placed around trees. The thinning of areas like this also help to enhance the aesthetic look of the woodland. Rather than looking at a wall of crowded, short tree canopies, visitors are able to see deeper into the forest, allowing them to view wildlife such as turkey, deer, and numerous birds. A final benefit of this thinning, and



perhaps the most important, protects the many retaining walls that support the slopes surrounding the parking lot, maintenance shop, and Nature Center building. Many of the Hackberry that were cleared had taken root dangerously close to the retaining walls. Aside from their branches and canopy hanging out over the retaining walls, putting visitors' vehicles at risk and stress on the walls themselves, the roots anchoring these trees would have, in time, began to push the walls over, creating unnecessary expenditures.

**Trails:** The trails provide a great interpretive asset for programs and a wonderful recreational option for park visitors. Woodchips are added to the trails when needed and possible. The decks, benches, and bridges along the trails are stained annually. As part of a Girl Scout Gold Award Project, 10 nest boxes and two nest cups were installed along parts of the Nature Center's lower yard, Whitetail Ridge Trail, Walnut Valley Trail, and Loess Loop Trail. As a compliment to the boxes, an informational binder was placed in the center's Exhibit Hall, containing information about the nesting habits of native bird species, construction plans for building a variety of nest boxes, and a scavenger hunt map for visitors to take with them to locate all the boxes during a hike. The 2017 nesting season saw the use of many of the newly installed boxes by local birds such as wrens, chickadees, and nuthatches.



An informational kiosk is located at each trailhead and provides information on the trails, plant identification and natural history information. Student interns provide temporary display information for each of the kiosks. Prairie management, including woody vegetation removal and prescribed fire, is coordinated by Nature Center staff. Thanks to a memorial gift, an observation viewing scope was added to our Kestrel Point Overlook Deck. A bench was also donated and installed on the deck. Both were in memory of Michael Corrie.



**Resource Management and Maintenance:** Projects over the last year included development and implementation of management plans for the playscape and water feature; the nature center trails are an ongoing project. Nature center staff and volunteers moved wood chips onto trails and spent many hours maintaining the stairways along our trails. Other maintenance projects over the year included mowing, snow removal and exhibit troubleshooting. The existing six bluebird nest boxes, situated along the driveway coming up to the nature center, were removed and replaced with newly constructed models of similar design. These boxes also saw an

amazing amount of use during the 2017 nesting season, with five of the six boxes containing bluebird eggs at one time. Many of the boxes were also used once again for a second bluebird nesting attempt and, once completed, were then occupied by House Wrens.

**Amphitheater:** The Amphitheater provides a cozy area of seating for DPNC programming, as well as rental space for the public to reserve for weddings and reunions.



### **Exhibits**

The new exhibit gallery opened in April 2011. The changes have been well-received, and we have had very little problems with the design and functionality. We are currently waiting to replace a broken monitor for the badger camera, and the monitor is on back order. DPNC continued to focus on outdoor exhibits—branching to outdoor exhibits with the Raptor Enclosure and Natural Playscape projects.

### **Raptor Enclosure**

The Raptor House grand opening and dedication of the Raptor House was held May 4, 2013. The facility houses two large birds of prey. This exhibit continues to be a highlight for many visitors and allows them an up close and personal experience with animals that are otherwise distant and elusive. Our live educational raptors include Skye, the American Kestrel; Scarlet, a Red-tailed Hawk and Harlan, a Barred Owl. Harlan replaced our original Barred Owl, Olaf, after he passed away from natural causes in March of 2017. All birds were acquired from Kay Neumann of the non-profit SOAR.

The raptors are used for educational programs for schools, camps and the public. These animal ambassadors continue to be a vital component to our programs assisting in over 100 programs and reach over 6,000 people every year. We received \$795.00 in cash donations for animal adoption and care.



### **Discovery Forest Nature Playscape**

The Playscape continues to be a visitor favorite. This year a Bald Eagle sculpture and giant Bald Eagle play nest were added. These were funded by a gift in memory of Michael Corrie. The slides installed last year



have been very popular. Plans will include landscaping terraces that will hold the soil on the slide hillsides and allow for additional play and seating. Through generous volunteers, this expansion has become a wonderful and welcome addition.

We also received a \$500 grant from the Sioux City Garden Club and additional native plants, enhancements and new mulch were added to the Water Feature garden and our butterfly gardens.

The Nature Playscape is a nature-based play area that allows children to climb a tree fort, clamber over logs, create natural art, wade in the water and experience safe, outdoor play. Research



shows that regular time in nature reduces stress, supports creativity and imaginative play, facilitates better social and physical development and improves fitness, motor-skills and well-being. The Nature Playscape was designed to enable this process.

**Maintenance Shop:** The maintenance shop provides storage for tools, county vehicles, and supplies. The ongoing organization and cleaning of the shop is never ending, as it is a constantly used building. Whether staging incoming WCCB supplies and food plot seed, being used to prepare for a volunteer group, or sheltering county vehicles from the elements, this space is used to the maximum.

## Marketing

The WCCB, WCCF and Dorothy Pecaut Nature Center participated with the local non-profit theatre, Lamb Regional Arts. The theatre selected WCCF as a benefactor for their Projects of HOPE night for the show *On Golden Pond*. WCCF and DPNC promoted the opening night production and sold tickets to this one show. All proceeds from those tickets sales were given to WCCF as a fundraiser for DPNC. The opening show had the largest turnout ever from a Lamb Theatre Projects of HOPE night with 180 people attending, and WCCF made more than \$1,600. This is just one example of a community partnership.



The Dorothy Pecaut Nature Center is participating with Siouxland Public Media (KWIT Sioux City FM 90.3 and KOJI Okoboji FM 90.7 radio) as part of their membership benefit for sustaining members. Sustaining members of Siouxland Public Media (SPM) receive a membership card and special benefits at local and regional businesses and organizations. Members that show their SPM sustaining membership card at the Dorothy Pecaut Nature Center receive 15% off gift shop purchases, excluding consignment shop items. We are pleased to collaborate with SPM and appreciate all they offer to the community.

A positive relationship is maintained with local media. The naturalists participated in more than 50 interviews for radio, television and newspaper during the past year. In addition to media releases, PSA's, articles and interviews, WCCB parks are included in two I-29 rest area kiosks. Networking with Western Iowa Tourism Region, Siouxland Chamber, Iowa Department of Economic Development, MyCountyParks, Iowa Welcome Centers and Siouxland Tourism Bureaus has allowed expanded visibility of our areas. The Tourist in Your Own Town promotion includes DPNC, as well as other local attractions, and encourages people to visit local attractions during the summer months. DPNC was one of 10 attractions featured in this passport booklet.

An advertisement was placed in the Siouxland Visitor's Guide to attract additional tours and visitors to our area. An ad was also placed in an advertising supplement for Iowa tourism. This piece reached more than 1 million households via the Des Moines Register, Omaha World Herald & Minneapolis newspapers. WCCB also participated in advertising for a map of Sioux

City. The Conservation Board provided an informational booth at the Woodbury County Fair and helped staff a shift at the Clay County Fair, in addition to providing an educational fair booth and programs for the duration of the Woodbury County Fair.

### **Woodbury Wanderings Newsletter**

Our newsletter is published 3 times a year and features updates on our parks, natural history articles and our calendar of events. The newsletter is also online with the addition of our web page. The newsletter is mailed to approximately 2,200 households three times per year. Since June 2003, issues have also included a downloadable PDF version of the newsletter. Interested subscribers are encouraged to request their newsletter online or in this format to reduce mailing costs of the publication.



### **Web Page** <<http://www.woodburyparks.org>>

The site features beautiful new photos, updated information, video clips of the cabins, shelters and nature center and the ability to donate online to the Woodbury County Conservation Foundation. Maps of all WCCB areas are available as .PDF files to download for free. We maintain a Facebook page and it continues to increase in followers.



### **Rentals**

The Nature Center is an attractive spot for business retreats and private rentals. The classrooms have been rented to numerous groups for anniversary parties, wedding receptions, family reunions and business retreats. More than 2,250 people (85 groups) used our rooms for a rental space. The revenue generated from these rentals goes to the General Fund for re-disbursement. Last year the Nature Center collected \$3,810.00 in revenue. The Nature Center recognizes groups such as Friends of Stone Park, Audubon Society, and Sierra Club that have a primary mission of conservation and education as “First Priority Users.” These groups are allowed free use of our meeting rooms. The number of groups using our facility at no charge was 50 groups. Rental rates for the nature center stayed the same as last year, with a price break for non-profit groups.

### **Nature Nook Gift Shop**

The Nature Center gift shop sells items such as shirts, postcards, books, note cards, and nature-related toys and gifts. We also feature handmade items from local artists such as handmade cards and jewelry. All proceeds from the shop go to the Nature Center.





## GIFT SHOP FINANCIAL REPORT

July 1, 2016 through June 30, 2017

### INCOME

Gift Shop	\$ 5,083.50
<b>Total Income</b>	<b>\$ 5,083.50</b>

### EXPENSES

667-6102-461	
4050 Promotions	(\$ 2,826.65)
<b>Total Expenses</b>	<b>(\$ 2,826.65)</b>

---

<b>Total Income over Expenses</b>	<b>\$ 2,256.85</b>
-----------------------------------	--------------------

---

### Staff

DPNC has six staff dedicated to the operation and programs of the facility. Dawn Snyder serves as Nature Center Education Programs Director and Head Naturalist and holds a BS degree in Fisheries and Wildlife Biology from Iowa State University. She has more than 29 years of experience in the interpretation field, with 20 years as DPNC Director and 9 years as Head Naturalist for WCCB. She serves as the Secretary/Treasurer of the Woodbury County Conservation Foundation. Snyder also serves on the state REAP-CEP grant review committee as a representative for IACCB and Loess Hills Alliance Board and Economic Development committee.

Theresa Kruid, Naturalist, has been at the DPNC for 20 years. She has 25 years of experience in the interpretation field and holds a BS degree in Recreation and Park Management (Environmental Interpretation and Outdoor Education emphasis) from Pennsylvania State University. Kruid developed DPNC's successful summer day camp program that continues to grow each year.

Tyler Flammang, Resource Naturalist, has two years of experience at WCCB. He has an Associate's Degree from Western Iowa Tech Community College and extensive volunteer experience with birds of prey. His duties include programming, resource management, building, and grounds maintenance.

DPNC Support staff includes 2 part-time receptionists, Pam Pfautsch and Marilyn Milbrodt, and a Part-time Volunteer Coordinator/Receptionist, Betty West. Summer staff for 2016 included Katelyn Brinkerhoff, Dawn Henderson, Brianna Martens, Rae Hattan and Michelle Knaack. These five interns provided Summer Camp and public event programming. Derik Bailey was hired as the Habitat Stewardship Intern funded by WCCF. Interns for Summer 2017 were Katelyn Brinkerhoff, Michelle McClanahan, Andrea Norton, Megan Maaske and Sara Larson. These five interns provided Summer Camp and public event programming. Joshua Dirks was hired as the Habitat Stewardship Intern funded by WCCF. DPNC general hours are 9am to 4:30pm Tuesday through Saturday and Sunday from 1-4:30pm.



Due to increased program requests the Summer Naturalist Interns in 2016 were primarily education interns and did not focus on habitat maintenance projects, with the exception of the Habitat Stewardship Intern.

## Special Projects

### Fundraising—Nature Calls 2016

A group of volunteers was recruited to assist with fundraising ideas. *Nature Calls*—a beer sampling, nature art sale and auction—was the targeted special event fundraiser. The 13th Annual Nature Calls raised an additional \$25,000 for Nature Center exhibits and educational programs. An additional \$2,210 was raised in a raffle for Summer Youth Programs. A portion of the proceeds also funds one summer naturalist intern. Committees worked throughout the year to plan this large event, which although it requires a tremendous amount of staff time, was considered a worthwhile endeavor. The event was held at the Sioux City Convention Center with more than 520 people in attendance.



### Woodbury County Conservation Foundation

The WCCB maintains a close relationship with the Conservation Foundation (WCCF). Dawn Snyder serves as the Foundation’s Secretary and Treasurer.

October 1, 2016 – September 30, 2017	WCCF Memberships
34 Individual Memberships	\$ 680.00
48 Family Memberships	\$ 1,700.00
36 Wildlife Conservationist Memberships	\$ 1,840.00
42 Woodland Conservationist Memberships	\$ 4,822.00
9 Prairie Conservationist Memberships	\$ 2,300.00
8 Wetland Conservationist Memberships	\$ 4,300.00
2 Distinguished Conservationist Membership	\$ 2,000.00
<b>179 Memberships</b>	<b>\$ 17,642.00</b>
<b>Donation Preference Breakout:</b>	
To Help Further WCCF's Mission	\$ 10,982.00
For Dorothy Pecaut Nature Center Support & Camps	\$ 4,030.00
For Loess Hills Area Habitat Support	\$ 1,840.00
For Birds of Prey Food	\$ 500.00
For Woodbury County Park Enhancements	\$ 290.00
<b>Total Memberships</b>	<b>\$ 17,642.00</b>

WCCF hosted its annual meeting at the Dorothy Pecaut Nature Center in February 2017. The event hosted the ZooMobile from the Great Plains Zoo. More than 300 people attended this educational event.

The WCCF initiated an annual membership campaign in 2003 to increase visibility and assist with special needs.



The Foundation co-sponsored the Conservation Board Summer Day Camps to provide \$655 in scholarships for underprivileged youth. They also contributed approximately \$600 in educational materials and supported the Loess Hills Prairie Seminar. They funded a 6-person Iowa Conservation Corps crew to work at Riverside Bluffs for one week and purchased fencing materials for Riverside Bluffs. They continue conservation education and natural area protection in our area. The minutes of WCCF meetings are on file at the WCCB Office.

Current members of the WCCF Board of Directors are Brian Hazlett, President; Chris Zellmer-Zant, Vice President; Dawn Snyder, Secretary/Treasurer; Dianne Blankenship; Herman Schultz; Bruce Hopkins; Norbert Ruhland; Randy Kramer; Anne Shaner and Rod Tondreau. Online donations can be received via a PayPal account, allowing more avenues to donate. WCCF is the channeling agency for the Nature Calls fundraiser and continues to be a vehicle for transfer of large donations to the Woodbury County Conservation Board.

### **Endowment**

In May 2012, the WCCF established an endowment fund within the Siouxland Community Foundation. This will give donors a simple and efficient way to continue supporting the Woodbury County Conservation Foundation (WCCF) while providing us with a source of lasting support. The Woodbury County Conservation Foundation Endowment Fund is designed to give donors access to the most favorable tax advantages available as well as help WCCF develop planned giving programs. The WCCF received two endowment gifts this past year totaling \$5,500.00. The end of fiscal year balance of the WCCF Endowment within the Siouxland Community Foundation was \$23,822.61. A separate Special Projects Fund within the Siouxland Community Foundation was established in Fall of 2013 to assist with occasional project funds. That current balance is zero.



### **Volunteers**

During the past 12 months, volunteers logged more than 2,610 hours of volunteer service. Support staff at the Nature Center and WCCB is comprised of approximately 188 non-paid active volunteers, 29 of these being Junior Volunteers under the age of 18. Volunteer duties include animal care, gardening, reception & clerical, summer camp naturalist assistants, prairie rescue, educational, curatorial, research, trail maintenance, program assistance, fund raising, gun range safety officers and general maintenance. Five service groups also assisted with prairie rescue/habitat management, mulching trails, staining, playscape, water feature and several other maintenance projects. Contributed service translates to a conservative estimate of \$33,286.88. Volunteers were recognized at the 28<sup>th</sup> Annual Volunteer Recognition and Awards Dinner in March 2017.



Volunteers are as follows: Alcester Hudson Girl Scout Troop 50296, Jack Anderson, Derik Bailey, Bob Baldwin, Audie Baughman, Briana Baughman, Julie Baughman, Cindy Bennett, Joseph Benoit, Chris Birdsall, Rita Birke, Josh Black, Carol Blair, Shailynne Blakeslee, Kira Bliss, Jeanne Bockholt, Suzan Boden, Rick Borg, Missy Brandon, Reid Brandon, Sean Brandon, Shay Brandon, Briar Cliff University Women's Softball & Environmental Stewardship Students, Katelyn Brinkerhoff, Brock Auction Company, Emma Bruns,

Barb Camarillo, Jessica Camarillo, Sam Camarillo, David Chapman, Blake Christensen, Zac Chwirka, Karla Claussen, Steve Claussen, Bre Cline, Alexis Comer, Sydney Corcoran, Summer Cord, Kandi Custer, Mark Custer, Judi Deaton, Tracie Derochie, Don Dixon, Abby Duin, Joe Finney, Bob Flanigan, Nate Frankman, Cathy Frost, Tracy Gates, Greg Giles, Carolyn Goodwin, John Gray,



Tyler Griffin, Elizabeth Hanemann, Rae Hattan, Jim Henning, Kai Herron, Jane Hey, Sue Hinrichs, Phyllis Holzrichter, Sandy Horton, Greg Hoversten, Cindy Hyndman, Loyanne Jensen, Chuck Johnson, Dominic Johnson, Alisha Junge, Grace Junge, Kendra Kersting, Dianna Kincaid, Laura Kinnaman, Kathy Koskovich, Martha Krone, Phil Krone, Tiana Kruid, Herb Kuehne, Rosie Kuehne, Braden Kumm, Stephanie Kumm, Leonard Kurtz, Sara Larson, Jenna Lee, Keri Leopold, Marlin Lessmann, Kenny Leuenberger, Lyle Listamann, Tina Listamann, Bianca Llamas, Tucker Lutter, Morgan Mahon, Stephanie Maness, Brianna Martens, Ginger Martin, Courtney Massey, Chloe McClure, Alex McRae, Jane Merritt, Tony Michaels, Bruce Miller, Jill Miller, Judy Miller, Kalyope Miller, Morningside College Into the Streets, Bob Morrissey, Jill Moser, Candice Nash, Brenda Nelson, Erica Newbrough, Lori Newbrough, Mark Nielsen, Susan Nielsen, Amy Niewohner, Bruce Noble, Caroline Oberg, Jeff Olson, Judy Peers-Tagstrom, Annie Petersen, Lynne Petersen, Mark Peterson, Walt Peterson, Eric Pfautsch, Kathy Pfautsch, Zach Pike, Tracy Pomerson, Donna Popp, Carrie Radloff, Brad Reiva, Elizabeth Reiva, Gill Ridenour, Kelly Ridgway, Pam Ridgway, Jaelyn Riemenschneider, Becky Roberson, Becky Roemmich, Ruth Rose, Heidi Rouse, Sacred Heart School, Catherine Saulsbury, Pat Saulsbury, Shannon Saulsbury, Angie Schneider, Barb Schultz, Chris Schwerin, Michele Schwerin, Anne Shaner, Gary Shaner, Ellen Shaner, Nancy Shulenberger, Bill Sibley, Ed Sibley, Mary Siepker, Mary Sievers, Barb Small, Sam Sneed, Bennett Snyder, Stacey Snyder, Kellie Solberg, Grace Stevens, Neil Stockfleth, Bobbi Swanson, Doris Swanson, John Swanson, Kate Swanson, Mike Swanson, Patrick Swanson, Tracy Swanson, Bob Sweeney, Olivia Tidwell, Reggie Torno, Sharlene Torres, Lynette Tullis, Jaye Tumpkin, Dean VanRoekel, Hunter Vedral, Emma VonHagel, Howard Wanned, Christine Warmuth, Olivia Warren, Emma Wenger, Ethan Wenger, Tracey Wenger, Carly West, Gina West, Becky Williams, Liam Wilson, Reed Wilson, Jessica Wisniewski, Eric Wodtke, Bill Zales, Dottie Zales & Chris Zellmer-Zant.

**Conservation Awards**

This was the 28<sup>th</sup> year for the WCCB to confer awards to outstanding individuals for their dedicated service. Ginger Martin received the *Friend of Conservation* award for her support of the Dorothy Pecaut Nature Center and her efforts to beautify the Nature Center gardens as a Master Gardener and her volunteer work with orphaned song birds. Anthony Gaul was recognized for the *Conservation Educator* award for his years of teaching 6<sup>th</sup> Grade at West Middle School and mentoring thousands of youngsters by exposing them to the wonders of nature with overnight field trips and experiences.



**Conservation Educator  
Anthony Gaul**



**Friend of Conservation  
Ginger Martin**



## List of Donors

Numerous individuals and organizations assisted us in the past year. We would like to acknowledge them for their generous support.

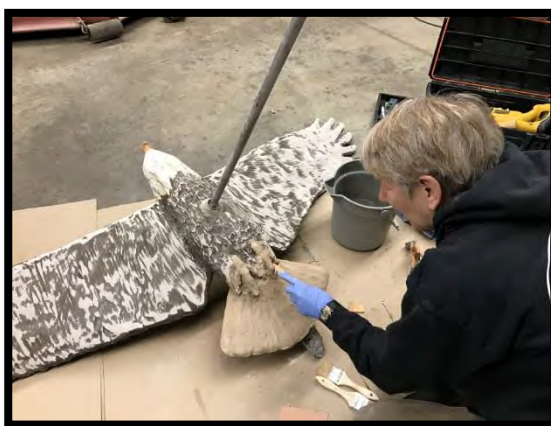
### Cash Donations

Greg & Susan Askeland  
Carol Blair  
Paul Chelstad  
Steve & Lynn Corrie  
Mark Davenport  
Judi Deaton  
Beverly Feiges  
Floyd Place  
Stacey Gerhart  
Greenberg Foundation  
Scott Kayl  
Kingsley Garden Club  
Kingsley State Bank  
Tiana Kruid  
Loess Hills Audubon Society  
Ginger Martin  
Catherine McKnight  
Marilyn Milbrodt  
Lonna Miller

Mark & Judy Monson  
Robert Nickolson  
Marty Palmer  
Sue Miller PEO Chapter GZ  
Scott & Laura Phelps  
Donna Popp  
Carol Probst  
Scheels  
Jim Schroeder  
Helen Schuck  
Bob Scott  
Anne Shaner  
Sioux City Garden Club  
Thompson Electric Co.  
Heather Tillotson  
Dean & Paula Van Roekel  
Mike Verschoor  
Ed Walding  
Wray Wright

### General Donations

Paul Chelstad  
Mark Davenport  
Judi Deaton  
Beverly Feiges  
Tiana Kruid  
Catherine McKnight  
Marilyn Milbrodt  
Lonna Miller  
Robert Nickolson  
Donna Popp  
Carol Probst  
Jim Schroeder  
Helen Schuck  
Anne Shaner  
Thompson Electric Co.  
Mike Verschoor  
Wray Wright



### Memorial Gifts

We received \$7,910.00 in memorial gifts this past year.

In Memory of Walter G. Freeman from Jeanine Freeman  
In Memory of Darwin Johnson from Marilyn Milbrodt  
In Memory of Michael Corrie from Marty Palmer, Steve & Lynn Corrie, Duncan Palmer, Curtis White, Honeck Farms & Susan Askeland

## 2016 Nature Calls Sponsors

### White-tailed Deer Sponsors

Hy-Vee  
Dan & Kay Pecaut  
Powell Broadcasting  
Sioux City Journal

### Bald Eagle Sponsors

Dr. Luis Lebredo & Ruth M. Rose  
Wheelock and Bursick Dentistry

### Bobcat Sponsors

Anonymous  
Broyhill Inc.  
Central Bank  
Certified Auto Inc.  
Chesterman Company  
Don & Jane Dixon  
Greg & Teri Grupp  
Knife River Midwest  
Ollie's Little Honey Bees Honey  
Kelly & Pam Ridgway  
Rick & Angie Schneider  
Siouxland Animal Hospital  
TNT Sales & Service  
Tyson Foods  
US Bank  
Vriezelaar, Tigges, Edgington, Bottaro, Boden & Ross, L.L.P.

### Falcon Contributors

Aalfs Manufacturing, Inc.  
Anonymous  
Bill & Dianne Blankenship  
Certified Testing Services, Inc.  
C.W. Suter Services  
Dixon Construction Co.  
Frank & Cindy Gray  
Great Southern Bank  
Greg & Estie Dunn  
Heidman Law Firm—John C. Gray  
Heritage Bank NA  
Hinds & Associates, PLLC  
Dan & Vickie Holzrichter  
Brian & Loyanne Jensen  
Kingsley State Bank  
L & L Builders Co.  
L & L Book Properties, LC  
Landscape Designs  
Lieber Construction, Inc.  
Mike Barkley Construction  
Plains Boiler Service  
Sooland Bobcat  
Thompson Electric  
United Real Estate—Chris Zellmer-Zant  
Wells Enterprises, Inc.



### Bluebird Contributors

Rick Aadland  
Ag Processing Inc.  
Farmers Insurance Dawn Bratvold Agency  
Farrell's Heating & Air Conditioning  
Dr. Paul & Penny Fee  
FNB Bank  
Gregory & Rande Giles  
Marvin & Karen Heidman  
Chuck & Lynnette Hoffman  
ICON Ag & Turf  
Iowa - Nebraska State Bank  
John D. Kiernan, O.D.  
Raymond Kuwahara, M.D.

### Special Thanks

Arctic Ice  
Brock Auction Co., Inc.  
Center Plate  
Glazer's Distributors of Iowa  
KES Productions  
L & L Distributing Co.  
Panda Pix  
Record Printing  
Sioux City Convention Center  
Texas Roadhouse  
Tony & Candice at KSUX 105.7 FM  
Woodbury County Information & Communications Commission

### Cash Donations

Karen Blatchford  
Carol Boellstorff  
Patricia Brenden  
Jack & Janice Bristow  
Jim & Beverly Cosgrove  
Bernice Moritz  
Gary & Anne Shaner  
Garnetta Snyder  
Brian & Heather Stehr  
Ed & Cindy Storm  
Doris Swanson



## Nature Calls 2016 Auction Donors

Artery, Julia Licht  
 Autumn Prairie Designs, Jana Peterson  
 B & B Cleaning, Corey Brand  
 Bernie's Lawn & Garden, Duane Corey  
 Big Brothers Big Sisters  
 Bloom Wild, LLC, Vanessa Wodtke  
 Bob Rowe's North End Zone  
 Body Enhancement Med Spa, Deb Rogers  
 Brownbox.com  
 Candlewood Suites, Mark Baltushis  
 Casey's General Stores  
 Cathy Frost Life Coach  
 Chick-Fil-A, Kristine Schrad  
 Clay CCB, Dan Heissel  
 Country Inn & Suites, Terri Schelm  
 Covington Golf Course  
 Culver's, Katrina Jackson  
 Dar Pro Ingredients, Brad Frost  
 Deer Run Golf Course, Scott Mathiason  
 Dona W. Prince DDS, PC  
 Dressed to a T, Threasa Gunderson  
 El Fredo's Pizza, John Lennon  
 Fareway Stores, Inc.  
 Gabberts Home Furnishings, Jeff Lyle  
 Get Funky Gifts, Wendy Wright  
 Greenberg's Jewelers, Elise Greenberg  
 Gunderson's Jewelers, Brian & Cathy Gunderson  
 Hard Rock Hotel & Casino Sioux City, Ashlee French  
 Jack's Uniforms & Equipment, Dale Vitito  
 Jackson Street Brewing, Dave Winslow  
 Jimmy Johns  
 Johnson's Mill, Doug Johnson  
 JT Fitness, Jay Todd  
 Karl's TV & Appliance  
 Kincaid, Fett & Tharp  
 Koffie Knechtion, Maureen & Lyle Knecht  
 Lessman Electric, Harlan Lessman  
 Magic Carpet & Drapery, Greg & Deb Engle  
 Majolie Skin & Body Therapy, Julia Culver  
 Marto Brewing Co, Erik Martin  
 Marx Leasing Marx, Dave & Robin Marx  
 Massage & Body, Kevin Trowbridge  
 Merry Maids  
 Midbell Music, Mike Guntren  
 M's Uncorked on 4th  
 Palmer Candy Co., Marty Palmer  
 Promenade Cinema 14  
 Rascals Beer Brewing Club  
 Rev-Tac Firearms Training, Jon Murad  
 Rocket Auto Wash, John & Mark Hanson  
 Rudolphs Shoes, Rae Pendergast

Rush Werks  
 Scheels All Sports, Penni Hunn  
 Second Chance Woods, J. Mark Lary  
 Shady Grove Pottery, Chaeli Kohn  
 Sioux Air Inc., Gene & Ginger Martin  
 Sioux City Ford Lincoln, Sam Burrish  
 Sioux City Musketeers Hockey Assoc., Heather Campbell  
 Siouxland Fly Fishing Club  
 Snowflake Woods, Lynn Jarvis  
 South Ridge Golf Course  
 Starbucks  
 Stoney Creek Inn  
 Sue Bee Honey  
 Sugar Shack  
 Sun Tan City, Katie McWilliams  
 Texas Roadhouse, Brian Warren  
 The Shooting Shop, Bob Farmer  
 Thorpe & Co. Jewellers  
 Tri-State Dental, Drs. Jeff & Amber Reinking  
 Valiant Vineyards, Eldon Nygaard  
 Wellness Works Massage, Jeanne Thune  
 Wheelock Family Dentistry  
 Wild Hill Honey, Tori & Justin Engelhardt  
 WineStyles, Jerry & Christine Janssen  
 Xpedition, Archery Devin Bakley  
 Carol Blair  
 Laurie Byrne  
 Karen & Rusty Clark  
 Sean Conrad  
 Don & Jane Dixon  
 Amy Foltz  
 John Gray  
 Bruce & Jeanette Hopkins  
 Brian & Loyanne Jensen  
 Chuck Johnson  
 Susan McCulley  
 Jane & Steve Merritt  
 Marilyn Milbrodt  
 Dr. Robert & Phyll Powell  
 Jim & Jean Salisbury  
 Patrick Saulsbury  
 Rick & Angie Schneider  
 Mary Siepker  
 Kris Snavely  
 Mark & Barb Taylor  
 Wray Wright  
 Bill & Dotty Zales





## Animal Adoptions Donors

Mrs. Ehrig's Battle Creek Ida Grove First Graders  
Dick's Bait & Tackle  
Scott Kayl  
Kingsley State Bank  
Gene & Ginger Martin  
Scott & Laura Phelps  
Dean & Paula VanRoekel

## Dorothy Pecaut Nature Center

### Staff

Rick Schneider, *Conservation Board Director*  
Brian Stehr, *Deputy Director*  
Dawn Snyder, *Education Programs Director*  
Theresa Kruid, *Naturalist*  
Tyler Flammang, *Resource Naturalist*  
Dawn Bostwick, *Administrative Secretary*  
Pam Pfautsch, *Part-time Receptionist*  
Marilyn Milbrodt, *Part-time Receptionist*  
Betty West, *Part-time Volunteer Coordinator/Receptionist*

### Hours:

Tuesday – Saturday 9am – 4:30pm

Sunday 1 – 4:30pm

*Closed Mondays, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day.*

*A Program of  
Woodbury County*

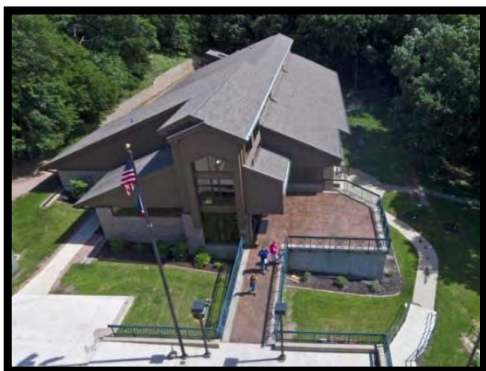


### DPNC Mission Statement:

To provide quality environmental education programs and outdoor recreation experiences; to manage our natural resources in an ecologically sound manner; and to conserve and interpret our natural, historic, and cultural resources.

### Goal of the Environmental Education Program:

- To help citizens of all ages and backgrounds develop an awareness and sensitivity toward the environment.
- To acquire knowledge and understanding for effective environmental action.
- To foster positive attitudes and patterns of conduct toward the environment.



**VIII. FY '17 FINANCIAL STATEMENT**  
**GENERAL CONSERVATION BUDGET**

RECEIPTS

Sale of Commodities	\$ 4,939.20
Nature Center Rental	4,030.00
Fuel Tax Refunds	4,712.27
Newsletter Advertising	1,200.00
Taxation	1,765,048.43
<b>TOTAL RECEIPTS</b>	<b>\$ 1,779,929.90</b>

DISBURSEMENTS

Administration

Department Heads	\$ 107,702.92
Supervisory	81,178.85
Wage Plan Employees	43,996.75
Matching FICA	17,233.90
Matching IPERS	20,438.88
Employee Hospitalization	44,516.16
Life Insurance	158.40
Dental Insurance	1,057.32
LTD Insurance	1,215.49
Gas/Oil	2,032.99
Office Supplies	2,061.60
Magazines & Books	164.01
Wearing/Safety Apparel.	555.56
Publishing Notices	332.52
Printing	2,045.91
Postage	1,239.34
Travel/Expense	8,855.82
Professional Services	1,251.00
School of Instruction	4,215.96
Medical Fees	400.00
Motor Vehicle Expense	2,841.62
Radio Expense	-0-
Dues/Memberships	3,015.00
Drainage Taxes	4,544.92
Motor Vehicle Purchases	130,892.00
Office Equipment & Furniture	2,010.00
Lease Purchase Agreement	3,985.87
<b>Sub-Total:</b>	<b>\$ 487,942.79</b>

County Parks

Supervisory	\$ 97,931.27
Wage Plan Employees	244,592.52
Temporary Employees	136,372.13
Overtime	-0-
Matching FICA	35,651.05
Matching IPERS	36,951.39
Employee Hospitalization	85,606.86
Life Insurance	338.80
Dental Insurance	2,261.49
LTD Insurance	2,504.18
Chemical Supplies	5,871.37
Agricultural & Horticultural	7,315.45
Custodial Supplies	8,660.77
Gas/Oil	26,220.24

Arms/Ammunition	23,762.36
Wearing/Safety Apparel	13,020.34
Telephone Expense	4,538.67
Cell Phones	4,260.47
School of Instruction	20,020.00
Natural & LP Gas	1,717.40
Water/Garbage	20,625.06
Electricity	70,314.02
Building Maintenance	47,174.56
Equipment Maintenance	12,019.56
Motor Vehicle Expense	11,681.80
Radio Expense	1,069.60
Office Equipment & Furniture	20,243.84
Sub-Total:	<u>\$ 940,725.20</u>

Naturalist

Wage Plan Employees - PT	\$ 59,524.02
Supervisory	65,999.96
Wage Plan Employees	90,587.47
Temporary Employees	-0-
Matching FICA	15,842.17
Matching IPERS	19,298.43
Emp. Hospitalization	39,777.84
Life Insurance	158.40
Dental Insurance	1,057.32
LTD Insurance	1,147.86
Gas/Oil	979.60
Office Supplies	224.63
Magazines & Books	63.09
Wearing/Safety Apparel	680.93
Printing	3,454.33
Postage	1,035.24
Mileage	14.99
Travel Expense	-0-
School of Instruction	462.64
Motor Vehicle Expense	652.41
Dues/Membership	227.00
Office Equipment & Furniture	14.74
Sub-Total:	<u>\$ 301,203.07</u>

Nature Center

Janitorial Supplies	\$ 685.75
Gas/Oil	361.91
Wearing/Safety Apparel	259.45
Telephone	5,362.94
Cell Phone	2,333.62
Garbage	415.00
Electricity	11,068.83
Building Maintenance	9,343.18
Equipment Maintenance	672.34
Contractual Services	19,555.82
Sub-Total:	<u>\$ 50,058.84</u>

TOTAL DISBURSEMENTS (ACCRUAL BASIS):	\$ 1,779,929.90
APPROVED BUDGET:	<u>\$ 1,804,245.00</u>
BALANCE JUNE 30, 2017 (ACCRUAL BASIS):	\$ 24,315.10

**257-022**

**NATURE CENTER**

**ASSETS**

Interest	\$	-0-
Contributions		19400.28
Accrued Assets Adjustment		<u>-0-</u>

TOTAL ASSETS (ACCURAL BASIS): \$ 19,400.28

**LIABILITIES**

Transfers Out (To Reserve fund)	\$	5,670.00
Accrual Liabilities Adjustment		<u>-0-</u>

TOTAL LIABILITIES (ACCURAL BASIS): \$ 5,670.00

NET ASSETS OVER/UNDER LIABILITIES: \$ 13,730.28

BALANCE JULY 1, 2016: \$ 61,849.60

ACCRUAL ADJUSTMENT: \$ -0-

BALANCE JUNE 30, 2017 (ACCRUAL BASIS): \$ 75,579.88

**667-610**

**CONSERVATION RESERVE FUND**

**ASSETS**

User Fees	\$	330,791.57
Nature Center Program Fees		27,000.32
Ag Rentals		37,989.80
Concession Rentals		934.25
Equipment Rentals		9,309.53
Donations		58,854.80
Reimbursements		16,121.94
Interest		3.98
Grants		235,501.00
Gift Shop Revenue		5,083.50
Miscellaneous		13,869.33
Transfers In (Fund 257)		5,670.00
Accrued Assets Adjustment		<u>(46,589.96)</u>

TOTAL ASSETS (ACCRUAL BASIS): \$ 694,540.06

**LIABILITIES**

**610-1 Administration**

Land Acquisitions	\$	200,182.15
Capital Improvements		44,540.40
Accrued Liabilities Adjustment		<u>(7,244.10)</u>
Sub-Total:	\$	237,478.45

	<b><u>610-2 Nature Center Gift Shop</u></b>	
Promotional Activities		2,826.65
Sub-Total:		<u>\$ 2,826.65</u>

	<b><u>610-3 Nature Center Programs</u></b>	
Temporary Employees	\$	26,200.44
Matching FICA		2,004.34
Food		551.86
Office Supplies		344.61
Program Supplies		8,263.90
Animal Care		2,820.94
Promotional Activities		9,612.16
Accrued Liabilities Adjustment		-0-
Sub-Total:	\$	<u>49,798.25</u>

	<b><u>611-8 Conservation LAWCON Grant</u></b>	
Land Acquisition	\$	175,000.00
Sub-Total:	\$	<u>175,000.00</u>

<b>Transfers Out</b> (To Debt Service fund)	\$	107,968.00
<b>Transfers Out</b> (To CIP fund)	\$	179,983.56

TOTAL LIABILITIES (ACCRUAL BASIS):	\$	753,054.91
------------------------------------	----	------------

NET ASSETS OVER/UNDER LIABILITIES:	\$	(58,514.85)
------------------------------------	----	-------------

BALANCE JULY 1, 2016 (ACCRUAL BASIS):	\$	309,667.82
---------------------------------------	----	------------

ACCRUAL ADJUSTMENT:	\$	39,052.44
---------------------	----	-----------

BALANCE JUNE 30, 2017 (ACCRUAL BASIS):	\$	290,205.41
--	----	------------

**266-610**

**REAP FUND**

**ASSETS**

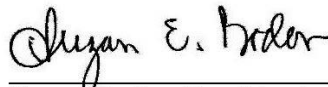
Per County Allocation received FY 17	\$ 9,711.00
Per Capita Allocations received FY 17	32,876.00
Interest	749.61
Accrued Assets Adjustment	<u>(749.61)</u>
 TOTAL ASSETS (ACCRUAL BASIS):	 \$ 42,587.00

**LIABILITIES**

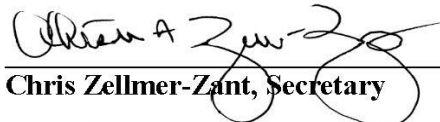
**610-1 Administration**

Capital Improvements	\$ 69,317.40
Accrued Liabilities Adjustment	<u>-0-</u>
Sub-Total:	\$ 69,317.40
 TOTAL LIABILITIES (ACCRUAL BASIS):	 \$ 69,317.40
 NET ASSETS OVER/UNDER LIABILITIES:	 \$ (26,730.40)
 BALANCE JULY 1, 2016 (ACCRUAL BASIS):	 \$ 131,340.88
 ACCRUAL ADJUSTMENT:	 <u>\$ -0-</u>
 BALANCE JUNE 30, 2017 (ACCRUAL BASIS):	 \$ 104,610.48

**Respectfully Submitted,**



**Suzan Boden, President**



**Chris Zellmer-Zant, Secretary**



**Rick D. Schneider, Director**

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

Date: 10-12-17 Weekly Agenda Date: 10-17-17

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Ed Gilliland

**WORDING FOR AGENDA ITEM:**

Acceptance of Delta Dental renewal

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Public Hearing
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

Delta Dental renewal is being presented with guaranteed pricing for admin for the next 3 years.

**BACKGROUND:**

**FINANCIAL IMPACT:**

Fixed Costs will increase from \$4.82 to \$4.97 for an increase of \$.15 per member. Currently we have 366 members. This would be an approximate increase of \$54.90 per month.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Recommendation to accept the renewal.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to accept the Delta Dental renewal.



**Woodbury County  
Group # 33541  
Rating Period 1/1/18 through 12/31/20  
Financial Exhibit**

**Delta Dental Premier®**

**Experience Period**      Claims Paid 9/1/16 through 8/31/17

Claims Paid 9/1/16 through 8/31/17	\$216,923
Adjustment of Claims to Incurred Basis	\$6,709
Incurred Claims	\$223,632
Trend in Claims	\$12,009
Projected Claims Based on Current Experience	\$235,641
Claims and Enrollment Fluctuation Adjustment	\$6,876
<b>Projected Annual Claims Based on Current Enrollment</b>	<b>\$242,517</b>

<u>Fixed Fees</u>	<u>Per Contract</u>	
Operating Costs	\$4.97	\$21,769
Broker Fee	\$0.00	\$0
<b>Subtotal Fixed Fees</b>	<b>\$4.97</b>	<b>\$21,769</b>
<b>Projected Annual Expense</b>		<b>\$264,285</b>

Current Enrollment			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
166	69	44	86
Projected Claim Factors 1/1/18 through 12/31/18			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$27.42	\$57.84	\$69.62	\$100.04
Fixed Fees Cost Per Contract			
Current	2018	2019	2020
\$4.82	\$4.97	\$5.12	\$5.27
Suggested Rates 1/1/18 through 12/31/18			
<u>Single</u>	<u>E/S</u>	<u>E/C</u>	<u>Family</u>
\$29.88	\$63.04	\$75.87	\$109.02

Percent of Premium Contributed by Employer: Single \_\_\_\_\_ % Emp/Spouse \_\_\_\_\_ % Emp/Child(ren) \_\_\_\_\_ % Family \_\_\_\_\_ %

Total Employees Enrolled: \_\_\_\_\_ Total Employees Eligible: \_\_\_\_\_

\_\_\_\_\_  
Signature of Group Administrator  
Please sign and return to fax # 888-337-5157

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date



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

Date: 10-12-17 Weekly Agenda Date: 10-17-17

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Ed Gilliland

**WORDING FOR AGENDA ITEM:**

Acceptance of GASB 75 Report

**ACTION REQUIRED:**

Approve Ordinance       Approve Resolution       Approve Motion

Public Hearing       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

Our recent GASB 75 valuation completed by Health Care Analytics provides us with some good news.

**BACKGROUND:**

GASB provides a standard by which to measure "Other Postemployment Benefits" or OPEB Liability that could be owed. On June 2, 2015, the Governmental Accounting Standards Board ("GASB") released Statement No. 75, which replaces the requirements of the former GASB Statement No. 45 as of the required implementation date. The new requirements have been incorporated in this valuation.

**FINANCIAL IMPACT:**

We have a liability reduction from \$5,293,778 in fiscal 2017 to \$3,538,394 for fiscal 2018.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes       No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to accept the GASB 75 Report.

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

Date: 10/11/2017

Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Gary Brown, Director

**WORDING FOR AGENDA ITEM:**

Consideration and/or approval of establishing a county policy to allow Vacation Leave Donation-Between Woodbury County Information & Communication Commission (WCICC) Employees with Woodbury County Employees.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

This action item for Woodbury County Board of Supervisors to consider and approve establishing a county policy to allow Vacation Leave Donation-Between Woodbury County Information & Communication Commission (WCICC) Employees with Woodbury County Employees.

Brown has reached out to the Directors of these two departments John Malloy, Director of WCICC (Tech. & Info.) and Glenn Sedivy, Director of WCICC Comm. Center; both are fully supportive. In addition County Auditor, Patrick Gill, both County and City HR Departments and the Comm. Center Union were contacted to ensure this policy is within guidelines appropriate. Support presented as well, from the City of Sioux City both the Human Resources Department, Janelle Bertrand, Director, Sioux City, City Manager, Robert Padmore. The City of Sioux City is supportive, with the policy as long as the county does the processing in house.

There has been two scenarios of this nature in the past two years, this policy would allow Woodbury County Employees and Woodbury County Information & Communication Commission Employees to donate vacation time, for actual dollar value to co-workers whom themselves are facing a catastrophic illness or a immediate family member.

**BACKGROUND:**

Woodbury County and the City of Sioux City currently have two joint departments, those departments are the Information & Technology department and the Communication Center, which is known as the Woodbury County Information & Communication Commission (WCICC). The employees of both these departments provide assistance to both the county and city, employees are considered as City of Sioux City employees and work under their policies and procedures.

The City of Sioux City provides the wages & benefits and follow the city's policies. Woodbury County pays the City of Sioux City a portion of their operating budget; the Information & Technology Department 45% and for the Communications Center it is 30%.

Both the city and the county have policies in place that allow for donations from one employee to another in this event. However, county employees are permitted to donate sick leave; the city employees are permitted to donate vacation leave for an employee whom is dealing with their own catastrophic illness or to care for an immediate family member suffering from a catastrophic illness.

Regular Full-time Employees and Regular Part-time Employees whom have completed their probationary period may apply to receive donated leave for a catastrophic illness. In order to receive donated leave for a catastrophic illness, such employee must meet all of the following;

- Have a catastrophic illness
- Have exhausted all of their own paid leave time available for such catastrophic illness
- Not be supplementing pay with Worker's Compensation
- Be approved for and using the Family and Medical Leave Act benefits or have exhausted the Family and Medical Leave Act benefits.

(located within County Employee Manual, page 28, 4.7)

Currently, there is NO policy to allow County Employees to donate leave time to WCICC Employees in the scenario of a catastrophic illness for the employee or immediate family member.

**FINANCIAL IMPACT:**

There is minor fiscal impact, if any in the cost of allowing the Vacation Leave Donation. These funds have already been issued to the Employee willing to donate. The minor expense would be for the creation of process, completing necessary documents and finally performing the Vacation Leave as payment to the individuals in need, once approved.

The dollar value is true equal value, there would be no need for conversions; the donating Employee regardless of hourly rate would be the same for the recipient of the Leave Donation, as that is the amount it is earned at and distributed as such.

With the support of all mentioned on both sides of both the county & city offices it seem very positive and willing to take the necessary action to create the steps to get this policy in motion.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

The Woodbury County Emergency Services recommends that the Woodbury County Board of Supervisors approve the request to establish a county policy to allow Vacation Leave Donation-Between Woodbury County Information & Communication Commission (WCICC) Employees with Woodbury County Employees whom have met the guidelines of a catastrophic illness, with the value of the donated hours to be equal to the value the vacation time was initially earn; regardless of the position of donating employee. Donations of this nature will be processed within the Woodbury County Offices.

**ACTION REQUIRED / PROPOSED MOTION:**

The Woodbury County Board of Supervisors make a motion to approve the request to establish a county policy to allow Vacation Leave Donation-Between Woodbury County Information & Communication Commission (WCICC) Employees with Woodbury County Employees whom have met the guidelines of a catastrophic illness, with the equal value that the vacation time was initially earn; regardless of the position of donating employee. Donations of this nature will be processed within the Woodbury County Offices.

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

#10b

Date: 10/11/2017

Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Gary Brown, Director

**WORDING FOR AGENDA ITEM:**

Emergency Services to hire (2) Full-Time Operations Officers, Paramedics and (1) 3/4 Part-time Operations Officer by January 2, 2018 or earlier; with the agreed funding sources.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Woodbury County Emergency Services is requesting approval to hire (2) Full-Time Operations Officers, Paramedics and (1) 3/4 Part-time Operations Officer Paramedic as soon as possible, to allow Emergency Services to navigate the hiring process and allow time for proper training and orientation by the anticipated start date of January 2, 2017. The hiring of the additional Emergency Services Staff would assist in the void facing rural EMS and insure a Paramedic and EMT on staff 24/7 365 days a year, however remaining as a provisional service. This comes mid the FY17 fiscal year, which is not ideal but, necessary and possible with other budget adjustments and Woodbury County agreeing to accept a loan for funding from the EMS Loan Fund in the amount of \$50,000.00 at zero % with a two and a half year payback term.

**BACKGROUND:**

Earlier this year Siouxland Paramedics announced they would have a structure change as of January 1, 2018, within the past few weeks it has been determined that Siouxland Paramedics will be in business however, will no longer handle 911 calls for the city of Sioux City and they will focus on transports and transfers, they can provide Paramedic assist, if staff is available. They are unable to guarantee that staff will be available due to staff reductions and with the direction of the Siouxland Paramedic Board that the priority is transports and transfers. It has been decided that emergent 911 calls within Sioux City will be handled by Sioux City Fire; the City Council and the City Manager will not allow them to respond to rural paramedic assists. Both Siouxland Paramedics and Sioux City Fire will respond when an incident is catastrophic in nature and plans in place are requesting for manpower, higher level of expertise and/or equipment, they will do everything possible to assist with events of that nature.

Woodbury County Emergency Services has requested in the past three budget years an increase of (3) Full-time Operations Officers as Paramedics, the department was approved for one in for fiscal 2017 and began on July 1st of 2016, in that same budget year the request for an wage increase was approved for Operations Officers in an attempt to narrow the deficiency in the hourly wages of paramedics compared to other professional Paramedics in the surrounding areas and tenure.

From January 1, 2017 through June 1, 2017 the one Full-time Operations Officer, Paramedic scheduled from 7am-7pm Monday-Friday rotating Monday-Thurs. completed 161 patient care reports requiring Paramedic, Advanced Life Support (ALS)skills.

Since July 1st, 2017 there has been 130 calls for Paramedic assist throughout Woodbury County when Emergency Services did not have a paramedic scheduled, currently there is not much information available on how many times a Paramedic Assist is requested and denied due to lack of staff from any of the resources such as Siouxland Paramedics or Mercy Air Care.

Currently, the Full-Time Operations Officers make \$46,506.00 for wages plus benefits and they can work up to 212 hours in a 28 day cycle, after that they accrue Comp-Time at time and a half.

**FINANCIAL IMPACT:**

The funding to required to meet the cost of both wages and benefits for this increase in staff is \$195,109.17 annually. If approved to hire as of January 2nd, 2017 it would be half of the fiscal at \$97,554.58.

Woodbury County currently has funding of \$40,000.00 allocated for Siouxland Paramedics annually, utilizing these dollars in combination with a loan from the EMS Loan Fund for \$50,000.00 at 0% with a two and a half year payback term. The remaining funds would be made available from Emergency Services FY17 budget; using the budget of (1) 1/4 Part-time Operations Officer, in the amount of \$10,294.47 which provide just over the approximately \$100,000.00 necessary to fund the hiring for six months for (2) Full-Time Operations Officers, Paramedics and (1) Part-time 3/4 Operations Officer, Paramedic.

The Woodbury County Board of Supervisors would need to adjust the FY18 and budgets going forward, for this rural county necessity for citizens living in and traveling within rural Woodbury County.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Woodbury County Emergency Services recommends that the Woodbury County Board of Supervisors approve the hiring of (2) Full-time Operations Officers, Paramedics and (1) 3/4 Part-time Operations Officer, Paramedic to help with immediate need of Paramedic Assist, due to the changes in operations at Siouxland Paramedics effective January 1, 2018. The funding for half of FY2017 will be made available with the \$40,000.00 previously allocated to Siouxland Paramedics, a loan from the EMS Loan Fund for \$50,000.00 at 0% with payback term of two and a half years and \$10,294.47 currently included in the Operational Budget from Emergency Services for (1) 1/4 Part-time Operations Officer.

The ongoing budgets will be determined by the Woodbury County Board of Supervisors.

**ACTION REQUIRED / PROPOSED MOTION:**

Information

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

#11a

Date: 10/11/2017 Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, County Engineer

**WORDING FOR AGENDA ITEM:**

Consider approval of resolution to set load limits on county bridges.

**ACTION REQUIRED:**

- |  |   |  |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/>   | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/>    | Other: Informational <input type="checkbox"/> | Attachments <input checked="" type="checkbox"/>    |

**EXECUTIVE SUMMARY:**

County bridges are inspected every two years at a minimum, more frequently if needed. Structural calculations have determined that the listed bridges can not carry legal truck loads.

**BACKGROUND:**

Annual bridge inspections have been completed for 2017. Several bridges were found to have deteriorated during the current inspection interval. Structural calculations performed on these bridges determined that these bridges can no longer carry legal semi and truck loads. They must be posted for reduced load ratings.

**FINANCIAL IMPACT:**

Financial impact is limited to the cost of installing four signs to notify trucks of the weight limits. This costs the county approximately \$600 for all signs.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

I recommend that the Board approve the resolution to establish bridge weight limits on the listed county bridges.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the resolution establishing weight limits on the listed county bridges.



**WOODBURY COUNTY  
BRIDGE EMBARGO RESOLUTION**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS:** The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

**WHEREAS:** the Woodbury County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below, require revision to their current load ratings,

**NOW, THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that the following vehicle and load limit be established and that signs be placed advising of the permissible maximum weights thereof on the bridge listed herein.

<u>Bridge No.</u>	<u>FHWA No.</u>	<u>Section Township Range</u>	<u>Posted Limit</u>
A-49	354610	08-89-42	6 tons
B-139	354870	28-89-43	12 tons
B-255	352765	12-89-43	19, 29, 29 tons
H-181	353810	24-88-45	3 tons
J-178	353490	9-88-44	3 tons
K-203	353400	8-88-43	25, 34, 32 tons
U-138	350910	1-86-45	Close to traffic
V-84-2	350780	13-86-44	Close to traffic

**Passed and approved this 17<sup>th</sup> day of October, 2017.**

**Recommended:**

\_\_\_\_\_  
Chairperson  
Woodbury County Board of Supervisors

\_\_\_\_\_  
Mark J. Naha, P.E.  
Woodbury County Engineer

**Attest:**

\_\_\_\_\_  
Patrick Gill  
Woodbury County Auditor

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

#11b

Date: 10/11/2017 Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, County Engineer

**WORDING FOR AGENDA ITEM:**

Approve contract and bond for project number L-C07(7)--73-97

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Plans were completed and bids were received for construction of a new culvert and drop inlet to replace the existing culvert on D54. The successful bidder has returned signed contracts and bonds.

**BACKGROUND:**

The county programmed this project for replacement in fiscal year 2017, ahead of the PCC overlay of county route D54 east of Oto.

**FINANCIAL IMPACT:**

This bridge is paid for with local secondary road funds.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

I recommend that the Board approve the contract and bond for project L-C07(7)--73-97.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board approve the contract and bond for project L-C07(7)--73-97 with Dixon Construction for \$168,544.75



WOODBURY COUNTY, IOWA
CONTRACT

Kind of Work Culvert Replacement

Project No. L-C07(7)--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: Matthew Ung, Jeremy Taylor, Marty Pottebaum, Keith Radig and Rocky De Witt, Contracting Authority, and Dixon Construction Correctionville, IA, Contractor. WITNESSETH: That the Contractor, for and in consideration of

One Hundred Sixty-Eight Thousand Five Hundred Forty-Four and 75/100 (\$168,544.75)

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:

Table with 5 columns: Item No., Item, Quantity, Unit Price, Amount. Lists 12 items including Clearing and Grubbing, Excavation, Backfill, Concrete, Steel, Fence, Traffic Control, Mobilization, Mulching, and Silt Fence.

TOTAL BID \$168,544.75

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 October 3, 2017

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-C07(7)--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:

Table with 4 columns: Approximate Starting Date, Specified Starting Date, Late Start Date, Number of Working Days. Values: April 1, 2018, 50.

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 17

Approved: Contractor: Dixon Construction

By Contracting Authority: Woodbury County Board Chairperson

Date

Date

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

#11c

Date: 10/11/2017 Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Mark J. Nahra, County Engineer

**WORDING FOR AGENDA ITEM:**

Accept the proposal and approve the contract for Haskell Avenue Bridge removal

**ACTION REQUIRED:**

- Approve Ordinance       Approve Resolution       Approve Motion   
Public Hearing       Other: Informational       Attachments

**EXECUTIVE SUMMARY:**

The Haskell Avenue bridge was damaged during a severe storm event on June 15, 2016. The bridge was damaged beyond repair. A proposal was offered for removal of the old bridge structure.

**BACKGROUND:**

The county board has decided to replace the Haskell Avenue bridge. It is being added to the FY 2019 program. The project will not commence before July 1, 2018 and a potential for further severe storms in the watershed exists. The bridge is acting as a debris catcher in the stream channel and to avoid further damage to the channel, I recommend we remove the bridge prior to its replacement.

**FINANCIAL IMPACT:**

This project is paid for with secondary road funds.

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes       No

**RECOMMENDATION:**

I recommend that the Board accept the proposal and approve the contract for the removal of the Haskell Avenue bridge.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to accept the proposal and approve the contract for the removal of the Haskell Avenue bridge from Dixon Construction for \$12,000.

Tabulation of quotes for Haskell Avenue bridge removal				Dixon Construction Correctionville, IA		Nelson and Rock Onawa, IA		Graves Construction Spencer, IA	
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Bridge Removal	1	lump sum	\$ 7,000.00	\$ 7,000.00	\$ 36,000.00	\$ 36,000.00	\$ 63,000.00	\$ 63,000.00
2	Mobilization	1	lump sum	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 17,500.00	\$ 17,500.00
					\$ 12,000.00		\$ 41,000.00		\$ 80,500.00



**WOODBURY COUNTY, IOWA  
CONTRACT**

Kind of Work Bridge Removal

Project No. Haskell Ave. Bridge Removal County Woodbury

THIS AGREEMENT made and entered by and between Woodbury County, Iowa, by its Board of Supervisors consisting of the following members: Matthew Ung, Jeremy Taylor, Marty Pottebaum, Keith Radig and Rocky De Witt, Contracting Authority, and Dixon Construction Correctionville, IA, Contractor. WITNESSETH: That the Contractor, for and in consideration of -----

Twelve Thousand and 00/100 (\$12,000.00)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Unit Price	Amount
	Project: Haskell Ave. Bridge Removal	Group 1		
1.	Bridge Removal	1 L.S.	\$7,000.00	\$ 7,000.00
2.	Mobilization	1 L.S.	5,000.00	5,000.00

**TOTAL BID** \$12,000.00

Said specifications and plans are hereby made part of and the basis of this agreement and a true copy of said plans and specifications are now on file in the office of the County Engineer under the date of September 29, 2017

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 Haskell Ave. Bridge Removal 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

**December 8, 2017**

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 \_\_\_\_\_, 2017

Approved:

By \_\_\_\_\_  
Contractor: Dixon Construction

By \_\_\_\_\_  
Contracting Authority: Woodbury County Board Chairperson

Date \_\_\_\_\_

Date \_\_\_\_\_



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

#12a

Date: 10/12/2017

Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

Law Enforcement Center HVAC Repairs- Jail Cell Areas- Nine Zones

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Building Services staff has been struggling to accommodate an acceptable temperature in the LEC Jail Cells areas for the past several years and have done their best to control temperatures by manually opening/ closing valves or HVAC controls, to fluctuate temperatures as often as several times per week.

In some instances failed systems were removed at some point from the front-end system and set up as "stand alone" controls eliminating any possibility of controlling what the equipment is doing.

In searching for root cause of constant temperature fluctuations, Building Services, CW Suter Services, and Baker Group jointly reviewed systems one by one in determining the problem which was originally thought to be a control program issue or a heating/ cooling valve stuck in an open position in an unidentified location.

Upon extended evaluation it has now been discovered that Nine separate HVAC Zones have controls and /or valves that are either not operating correctly, or are not operating at all that supply the jail cell areas.

**BACKGROUND:**

Failed systems were removed from the DDC Control system and separate stand-alone controls were installed on each zone, thus Building Services no longer has control of zones or actuator positions.

Temperature control in the jail cells areas have been unobtainable for the several (at least two) years.

**FINANCIAL IMPACT:**

2018 Budget Amendment by Finance Director  
Star Control = \$34,628.00  
Baker Group = \$5,194.00

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Building Services requests approval for LEC HVAC costs and associated contract.

**ACTION REQUIRED / PROPOSED MOTION:**

1. Motion to approve Star Control LEC HVAC repairs in the amount of \$34,628.00
2. Motion to approve Baker Group as Construction Manager for the LEC HVAC repairs in the amount of \$5,194.00.



October 5, 2017

To: Woodbury County Building Services  
401 8<sup>th</sup> Street  
Sioux City, IA 51101

Attn: Kenny Schmitz

RE: Law Enforcement Building Cell Block Area Re-control

Star Control will provide the following to update the controls in the Law Enforcement building also it will be tied into the existing web server located in the WCICC that was installed during the court house upgrade:

- Replace Controllers, actuators and sensors for the both air handlers that serve the cell block area
- Provide retrofit kits for the chilled and hot water valves, this will replace the exist pneumatic actuators with electronic actuators
- Replace two malfunctioning control valves for reheat coils
- Controllers and sensors for the reheat coils that serve each cell block area, functioning control valves to remain in service
- Programming to minimize comfort issues
- Graphics generation at the server located in the WCICC
- Labor to install

Your investment: **\$ 34,628.00**

Exclusions:

- Any malfunctioning control devices found during re-control that where intended to remain in service
- Any malfunctioning equipment found during re-control

Quote will need to be updated after 60 days.

Sincerely,

Kevin Welty  
Star Control  
712-224-2429 Desk

# Woodbury County Iowa

## Project Inclusion Approval

To:

Indefinite Scope for Professional Services AIA Document C132 – 2009 as approved by a Board Motion on December 13, 2016.

Between the Owner: Woodbury County Board of Supervisors

And the Construction Manage: Baker Group

In accordance with paragraph 1.1.1 of said agreement, both parties agree that the following project will be added to this agreement:

Add Project Name: Law Enforcement Center HVAC Controls Replacement for 9 Zones in the Jail Cell areas.

Approved CIP Budget: \_\_\_\_\_ CIP Project # \_\_\_\_\_

Anticipated Budget for this Project: \$20,000.00

Anticipated Construction Management Fee based on this budget: \$3,000.00

CIP Project Number: \_\_\_\_\_

Subject to final approval of project details and bid costs by the Board of Supervisors.

**Project Inclusion Accepted on this date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Construction Manager:** \_\_\_\_\_

**Final Board Approval of project detail and bid costs is hereby approved by the Woodbury**

**County Board of Supervisors: Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

#12b

Date: 10/12/2017

Weekly Agenda Date: 10/17/2017

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Kenny Schmitz

**WORDING FOR AGENDA ITEM:**

Prairie Hills Training Center Project- Lease Purchase Agreement

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Prairie Hills Training Center Project final cost's have been identified, and the Lease Purchase Documents with BluePath have been formally drafted for final approval.

The project now includes additional components that will ensure a complete and total "stand alone" segregation from the aged, soon to be shuttered Prairie Hills Building. This segregation will allow the County to address any future decisions associated with the old building without any impact on the new Training Center.

Utility improvements incorporated into the new Training Center include a new well for potable water, a new main (direct burial) electrical service, redistributed electrical supplies to additional outbuildings, and a septic system. Not tying into the old well system and installing a new well eliminates monthly "Certified" well water testing fees required currently by the Department of Natural Resources.

The electrical service supply will change from the current 480 Volt 3-Phase to 120/240 Volt Single-Phase. This change reduces electrical service installation costs by \$10,000.00 and going forward will eliminate standard Mid-American Energy "Demand Charges" associated with 3-phase power.

ATTACHED- Purchase Agreement "Draft Documents" - Legal language is complete and "Final" for signature is being prepared.

**BACKGROUND:**

The eventual closing of the Prairie Hills facility due to the rapidly escalating costs, increased energy usage, and overall deterioration has necessitated the need to identify alternate replacement areas where current operations or services are conducted. In its current condition, Prairie Hills is not utilized at all for incarceration or alternative work programs. The only usage would be for training but even then it is not optimal not is it efficient in its current state for tax payers.

The process has had study, forethought, and due diligence.

July 25th, 2017- Board of Supervisors approved plans for a new Training Center for Law Enforcement purposes and a lease purchase concept.

January 17th, 2017- Land Use, Potential Training Facility, and Prairie Hills Site was discussed by the Board.

August 2nd, 2016- The Board of Supervisors approved the closure of the Prairie Hills Facility with the Subsequent Move of the Kitchen to the LEC.

July 26th, 2016- The Board pf Supervisors approved a Law Enforcement Center Expansion up to \$1.99 Million.

**FINANCIAL IMPACT:**

2018 CIP  
Purchase Agreement:  
Building Cost = \$515,034.28  
Legal Transaction Fees = \$7,500.00  
Escrow Agent Fee = \$1,250.000  
Sub-Total = \$523,784.28  
Finance Charges (5-year Term @ 3.25%) = \$45,829.92  
TOTAL COST = \$569,614.20 (Quarterly Payment- \$28,480.71

**IF THERE IS A CONTRACT INVOLVED IN THE AGENDA ITEM, HAS THE CONTRACT BEEN SUBMITTED AT LEAST ONE WEEK PRIOR AND ANSWERED WITH A REVIEW BY THE COUNTY ATTORNEY'S OFFICE?**

Yes  No

**RECOMMENDATION:**

Building Services requests Board of Supervisors consideration of approval for the Prairie Hills Training Center actual costs and BluePath Lease Purchase Agreement.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the Prairie Hills Lease Purchase Agreement and Documents, funding in the amount of \$569,614.20, and authorize the Board of Supervisors Chairman, and Vice-Chairman to execute the final Legal/ Lease Purchase Documents as required.



October 19, 2017

Woodbury County, Iowa  
Sioux City, IA

Dubuque Bank & Trust Company  
Dubuque, IA

BluePath Finance LLC  
San Francisco, Ca

Re: Lease Purchase Agreement /Opinion of County Counsel;

Ladies and Gentlemen:

We have acted as counsel to Woodbury County, Iowa (“Lessee”) in connection with the execution and delivery of that certain Lease Purchase Agreement, dated October 19, 2017 (the “Lease”), by and between Lessee and Dubuque Bank & Trust Company (“Lessor”). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Lease.

In connection with rendering this opinion, we have examined documents, obtained certificates and undertaken other actions as we have determined necessary, including but not limited to the following: the Lease, a Site Lease, dated October 19, 2017 (“Site Lease”), by and between Lessee and Lessor; a Disbursement Agreement, dated October 19, 2017 (the “Disbursement Agreement”), by and among Lessor, U.S Bank National Association, the Lessee, the Lessor and BluePath Finance LLC; a Resolution adopted by the Woodbury County Board of Supervisors on October 17, 2017 (the “Resolution”); and the certificates and certifications of Lessee, Lessor and others as to certain factual matters and such other documents and matters to the extent we deemed necessary to render the opinions set forth herein.

We have assumed, without undertaking to verify the same by independent investigation, the following: (a) the authenticity of original documents and the genuineness of all signatures; (b) the conformity to the originals of all documents submitted to us as copies; (c) the truth, accuracy, and completeness of the factual information, representations, and warranties contained in the documents, certificates, records and papers we have reviewed; (d) compliance with all covenants and agreements contained in the Lessee Documents (defined below); (e) the due authorization, execution, delivery and performance of the Lessee Documents by parties other than Lessee; and (f) the absence of any evidence extrinsic to the provisions of the Lessee Documents that the parties intended a meaning contrary to that expressed by the written provisions of the Lessee Documents.

October 19, 2017

Page 2

The opinions hereinafter expressed are based on an analysis of existing laws, regulations, rulings and court decisions, and cover certain matters not directly addressed by such authorities. Moreover, the opinions hereinafter expressed may be affected by actions taken or omitted, or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or omitted, or do occur and we disclaim any obligation to update this letter.

Based on and subject to the foregoing, and in reliance thereon, and without any independent investigation, as of the date hereof, we are of the opinion that:

1. Lessee is a public body corporate and politic, duly organized and validly existing under the Constitution and laws of the State of Iowa with full legal right, power and authority to execute, deliver and perform all of its obligations under the Purchase Agreement, the Disbursement Agreement, the Lease Agreement and the Site Lease (collectively, "Lessee Documents"), and to participate in the transactions contemplated by the Purchase Agreement.

2. The Resolution was duly adopted at a meeting of the Woodbury County Board of Supervisors, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution is in full force and has not been modified, amended or rescinded.

3. The Lessee Documents have been duly authorized, executed and delivered and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legally valid and binding obligations of Lessee enforceable against Lessee in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought.

4. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, government agency, public board or body, pending or, to our knowledge, threatened: (a) which would materially adversely affect the financial position of Lessee; or (b) affecting, contesting or seeking to prohibit, restrain or enjoin the execution and delivery of the Lease or in any way contesting or affecting the validity of or security for the Rental Payments or the Lessee Documents or the consummation of the transactions contemplated thereby, or contesting the powers of the Lessee or its authority to execute and deliver the Lessee Documents or perform its obligations thereunder.

5. To our knowledge, Lessee is not in material breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Iowa or the United States of America or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which Lessee is a party or to which it or any of its property or assets is otherwise subject; no event has occurred or is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument; and the execution and delivery by Lessee of the Lessee Documents,

and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute on the part of Lessee a breach of or default under any agreement or other instrument to which Lessee is a party or by which it is bound or any existing law, regulation, court order or consent decree to which Lessee is subject.

6. No authorization, approval, consent or order of the State of Iowa or any other governmental authority or agency within the State of Iowa, other than the Woodbury County Board of Supervisors, is required for the valid authorization, execution and delivery by Lessee of the Lessee Documents and the performance by Lessee of its obligations thereunder.

These opinions may not be used in connection with any further subsequent transactions involving Lessee and may not be reproduced, referred to, or quoted in any financial statements, notes to financial statements, offering materials, disclosure materials or similar printed matter without the express written authorization of the undersigned.

No attorney-client relation has existed or exists between our firm and any addressee of this letter other than Lessee in connection with the authorization or delivery of the Lessee Documents or by virtue of this letter. This letter is delivered to the addressee hereof solely for its benefit in connection with the execution and delivery of the Lessee Documents. The foregoing opinions may be relied upon by the addressees of this letter, their successors and assigns.

Respectfully submitted,

[\_\_\_\_\_]

TO BE RECORDED AND WHEN RECORDED  
RETURN TO:

Kutak Rock LLP  
8601 North Scottsdale Road, Suite 300  
Scottsdale, AZ 85253-2738  
Attention: Chris Dodd

---

### **SITE LEASE**

**THIS SITE LEASE** (this "Site Lease"), dated October 19, 2017, is between **WOODBURY COUNTY, IOWA**, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of Iowa (the "State") (the "Lessor"), as lessor, and **DUBUQUE BANK & TRUST COMPANY**, a state-chartered bank (the "Lessee"), as lessee.

#### **RECITALS:**

1. The Lessor is a public body, corporate and politic, duly organized and existing under the laws of the State with full lawful power and authority to enter into this Site Lease.
2. The Lessee is a state-charted bank, organized under the laws of the State with full lawful power and authority to enter into this Site Lease.
3. The Lessor owns fee simple title to the real estate described on Exhibit A attached hereto and any existing improvements thereon (the "Site").
4. In order to provide financing in the amount of \$523,784.28 to construct that certain sheriff's training facility building and described on Exhibit B (the "Project") on the Site, the Woodbury County Board of Supervisors (the "Board") has proposed to lease the Site to the Lessor by entering into the Site Lease for a total rental payment over the term of the Site Lease of \$523,784.28 (the "Site Lease Payment"), which Site Lease Payment is sufficient for that purpose.
5. The Lessee has agreed to assist the Lessor with such financing by entering into a Lease Purchase Agreement dated October 19, 2017 (the "Lease Agreement"), which has been recorded concurrently herewith, pursuant to which the Lessee will sublease the Leased Property back to the Lessor and the Lessor will make lease payments (the "Rental Payments") to the Lessee.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Lessor and the Lessee do hereby covenant and agree as follows:

## AGREEMENT:

**Section 1. Lease of Site.** The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Site as described more fully in Exhibit A, on the terms and conditions hereinafter set forth.

**Section 2. Term; Possession.** The term of this Site Lease commences, and the Lessee becomes entitled to possession of the Site, as of the date of recordation hereof. This Site Lease ends, and the right of the Lessee hereunder to possession of the Site thereupon ceases, on the date on which all of the outstanding Rental Payments are paid in full, or provision is made for such payment in accordance with the Lease Agreement, or the Lease Agreement has terminated in accordance with its terms.

**Section 3. Rental.** The Lessee shall pay to the Lessor, as and for rental of the Site hereunder, the Site Lease Payment to be paid on the date hereof.

**Section 4. Purpose of this Site Lease; Sublease Back to Lessor.** The purpose for which the Lessor agrees to lease the Site to the Lessee hereunder is to enable the Lessor and the Lessee to finance the Project from the Site Lease Payment made to it by the Lessee under Section 3. The Lessee hereby agrees to sublease the Site and the Project back to the Lessor under and pursuant to the terms of the Lease Agreement. The Lessee shall use the Site solely for the purpose of leasing the Project to the Lessor pursuant to the Lease Agreement and for such purposes as may be incidental thereto; provided, however, that in the event of default by the Lessor under the Lease Agreement, the Lessee and its assigns may exercise the remedies provided in the Lease Agreement.

**Section 5. Assignments and Subleases.** The Lessee may not assign its rights under this Site Lease or sublet all or any portion of the Site, without the prior written consent of the Lessor, except as provided in the Lease Agreement or as allowed upon termination for an Event of Default.

**Section 6. Right of Entry.** The Lessor reserves the right for any of its duly authorized representatives to enter upon the Site, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

**Section 7. Termination.** The Lessee agrees, upon the termination of this Site Lease, to quit and surrender the Site in the same good order and condition as the Site was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Site will remain thereon and title thereto will vest thereupon in the Lessor for no additional consideration.

**Section 8. Default.** If the Lessee defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Lessee, the Lessor may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease Agreement shall be deemed to occur as a result thereof and this Site Lease may not be terminated by the Lessor as a remedy for such default. Notwithstanding the foregoing, so long as the Lease Agreement remains in effect, the Lessor shall continue to pay the Rental Payments to the Lessee in accordance with the Lease Agreement. In the event of the occurrence of an Event of Default under the Lease

Agreement, the Lessee may (i) exercise the remedies provided in the Lease Agreement, (ii) use the Site for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein or under applicable law.

**Section 9. Amendments.** The Lessee and the Lessor may at any time amend or modify any of the provisions of this Site Lease.

**Section 10. Quiet Enjoyment.** The Lessee at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Site, subject to the provisions of the Lease Agreement and subject only to Permitted Encumbrances.

**Section 11. Waiver of Personal Liability.** All liabilities under this Site Lease on the part of the Lessee are solely corporate liabilities of the Lessee as a nonprofit public benefit Lessee, and the Lessor hereby releases each and every member and officer of the Lessee of and from any personal or individual liability under this Site Lease. No member or officer of the Lessee or its governing board is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Lessee hereunder.

**Section 12. Taxes.** The Lessor will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Site and any improvements thereon.

**Section 13. Eminent Domain.**

(a) If the whole or any part of the Site, or any improvements thereon, is taken by eminent domain proceedings, the interest of the Lessee will be the aggregate amount of the then unpaid principal components of the Rental Payments payable under the Lease Agreement and the balance of the award, if any, will be paid to the Lessor. The Lessor hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Lessee in and to the Site through the eminent domain powers of the Lessor. The Lessor hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the Lessor with respect to the Site or any improvement thereon shall be in an amount not less than the total unpaid principal component of Rental Payments plus the interest component of Rental Payments (if any) accrued to the date of payment of all Rental Payments under the Lease Agreement.

(b) The Lessor covenants and agrees that in the event any issue, claim or dispute arises with respect to access, zoning, subdivision or other matters relating to title of the Site, including any exception disclosed in the title insurance policy required by Section 5.7 of the Lease Agreement (each defined as a "Property Dispute"), the Lessor will take all steps necessary to promptly quiet and eliminate such Property Dispute and/or to provide Lessee with reasonable access to the Site.

**Section 14. Notices.** Any notice, request, complaint, demand or other communication under this Site Lease must be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage

prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Lessor and the Lessee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to Lessor: Woodbury County, Iowa  
620 Douglas Street  
Sioux City, IA 51101  
Attention: Matthew Ung  
Phone: 712.490.7852  
Email: mung@woodburycountyiowa.gov

If to Lessee: Dubuque Bank & Trust Company  
1398 Central Avenue  
Dubuque, IA 52001  
Attention: Tyson J. Leyendecker  
Phone: (563) 584-2594  
Email: tleyendecker@dubuquebank.com

With a copy to: BLUEPATH FINANCE LLC  
558 Presidio Blvd. Suite B, # 29048  
San Francisco, CA 94129  
Attention: Michael J. J. Cox  
Phone: (415) 549-0742  
Email: michael@bluepathfinance.com

**Section 15. Governing Law.** This Site Lease is governed by the laws of the State.

**Section 16. Environmental Covenant.** To the best knowledge of the Lessor, (i) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of the Applicable Environmental Laws (as defined in the Lease Agreement) and also including Hazardous Substances (as defined in the Lease Agreement) are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site or the Project in violation of any Applicable Environmental Laws; (ii) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment; (iii) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, an industrial or manufacturing facility, or a gasoline service station; (iv) no underground storage tank is located at the Site or has previously been located therein but has been removed therefrom; (v) no violation of any Applicable Environmental Laws now exists relating to the Site or the Project, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site or the Project by any governmental entity or agency which in any way relates to Hazardous Substances; (vi) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (i) above; (vii) there are not now any actions, suits, proceedings or damage settlements



relating in any way to Hazardous Substances, in, upon, under, over or from the Site; (viii) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and (ix) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release of any Hazardous Substance.

If any Hazardous Substance is found upon, under, over or from the Site or the Project in violation of any Applicable Environmental Laws or if any lien or claim for lien in favor of any governmental entity or agency as a result of any release of any Hazardous Substance is threatened, the Lessor, at its sole cost and expense, shall, within 10 days of such finding, deliver written notice thereof to the Lessee and shall take reasonable and necessary steps to remove such Hazardous Substances upon, under, over or from the Site or the Project and prevent the imposition of any liens against the Site or the Project for the cleanup of any Hazardous Substances. Such removal shall be conducted and completed in compliance with all applicable federal, state and local laws, regulations, rules, ordinances and policies, in accordance with the orders and directives of all federal, state and local governmental authorities. If the Lessor has not removed such Hazardous Substances within a time period deemed reasonable by the Lessee, the Lessor shall, at the written direction of the Lessee, take such remedial action as the Lessee shall direct. If the Lessor shall not comply with the written directions of the Lessee within the time frame established within its written directions, the Lessor hereby grants to the Lessee an irrevocable license to remove Hazardous Substances from, repair, clean up, and detoxify the Site and the Project and agrees to reimburse the Lessee for all of its costs therefor.

The Lessor further agrees, to the extent permitted by State law, to reimburse the Lessee for any and all claims, demands, judgments, penalties, liabilities, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Lessee (prior to trial, at trial and on appeal) in any action against or involving the Lessee resulting from any breach of the foregoing covenants, or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from the Site or the Project, whether or not the Lessor is responsible therefor, it being the intent of the Lessor and the Lessee that the Lessee shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or cleanup of, or otherwise with respect to, Hazardous Substances by virtue of the interests of the Lessee in the Site and the Project pursuant to this Site Lease, or hereafter created, or as the result of the Lessee exercising any of its rights or remedies with respect thereto hereunder or under any other instrument, including, but not limited to, becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure. The foregoing representations, warranties and covenants of this Section shall be deemed continuing covenants, representations and warranties for the benefit of the Lessee, including, but not limited to, any purchaser at a foreclosure sale, any transferee of the title of the Lessee or any other purchaser at a foreclosure sale, and any subsequent owner of the Site, and shall survive the satisfaction or release of this Site Lease, any foreclosure of a mortgage lien under the Lease or any other instrument, and/or any acquisition of title to the Site or any part thereof by the Lessee, by deed in lieu of foreclosure or otherwise.

**Section 17. Binding Effect.** This Site Lease inures to the benefit of and is binding upon the Lessee, the Lessor and their respective successors and assigns, subject, however, to the limitations contained herein.

**Section 18. Severability of Invalid Provisions.** If any one or more of the provisions contained in this Site Lease are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Lessee and the Lessor each hereby declare that they would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

**Section 19. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

**Section 20. Execution in Counterparts.** This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Lessee and the Lessor, all with the same force and effect as though the same counterpart had been executed by both the Lessee and the Lessor.

**Section 21. Lessor Representations and Certifications to the Lessee.** The Lessor hereby certifies and represents, warrants, covenants and agrees as follows:

(a) This Site Lease is in full force and effect, and there have been no amendments, modifications, changes or additions since its execution.

(b) To the best of the Lessor's knowledge, the Lessee is not and will not be, in any respect, in default under the terms and provisions of this Site Lease. Further, to the best of the Lessor's knowledge, the Lessor knows of no event which would, currently or with the passage of time or giving of notice, or both, constitute a default under the terms of this Site Lease by either the Lessee or the Lessor.

(c) Lessor covenants that it is the owner in fee of the Site. The Lessor has not currently encumbered its fee interest in the Site to any lender or financial institution, whether by way of mortgage, deed of trust or other security instruments, except for this Site Lease and the Lease Agreement which is being recorded concurrently herewith and Permitted Encumbrances (as defined in the Lease Agreement).

(d) The Lessor acknowledges and hereby consents to the Lease Agreement.

(e) Upon an Event of Default under the Lease Agreement, the Lessor will standstill and allow the Lessee to pursue any and all remedies available to the Lessee under either this Site Lease or the Lease Agreement.

(f) Except for the Site Lease Payment referenced in Section 3, no additional rent is or will be due under this Site Lease by the Lessee through the term of this Site Lease and the Lessee has satisfied all of its obligations under this Site Lease.

(g) During the term of this Site Lease, the Lessor will not encumber its interest in the Site without the prior written consent of the Lessee.

(h) The Lessor acknowledges that this Site Lease cannot be terminated by the Lessor for any reason, except according to Section 2.

(i) Notwithstanding any Site Lease provisions to the contrary, policies of fire, casualty, and extended coverage insurance shall be carried and maintained by the Lessor in accordance with the terms of the Lease Agreement covering the building or buildings constructed on the Site, with a loss payable clause to the Lessee.

(j) The Lessor has authority to enter into, execute and deliver this Site Lease and the Lease Agreement, has duly authorized the execution and delivery of this Site Lease and the Lease Agreement, and has duly executed and delivered this Site Lease and the Lease Agreement.

(k) The Site is not subject to any dedication, easement, right-of-way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the construction of the Project on the Site, as contemplated by the Lease Agreement.

(l) All taxes, assessments or impositions of any kind with respect to the Site, except current taxes, have been paid in full.

(m) The Site is properly zoned for the purpose of the Project.

**Section 22. No Merger.** Neither this Site Lease, the Lease Agreement nor any provisions hereof or thereof shall be construed to effect a merger of the title of the Lessor to the Site under this Site Lease and the Lessor's leasehold interest therein under the Lease Agreement.

**Section 23. Attorneys' Fees, Costs and Expenses.** In any civil action or proceeding arising from or relating to this Site Lease or a party's performance under this Site Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including the reasonable attorneys' fees, costs and expenses incurred in collecting or executing upon any judgment, order or award.

**Section 24. Defined Terms.** All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Lease Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

WOODBURY COUNTY, IOWA, as Lessor

By \_\_\_\_\_  
Name Matthew Ung  
Title County Board President

[Signatures continued on next page]



DUBUQUE BANK & TRUST COMPANY, as  
Lessee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_





## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Real property in the City of Sergeant Bluff, County of Woodbury, State of Iowa, described as follows:

Northwest quarter of the Northwest quarter of Section Twenty-three (23), Township Eighty-eight, North of Range Forty-seven (47), excepting that part North and East of Adams Road.

## **EXHIBIT B**

### **PROJECT DESCRIPTION**

The Project Summary is shown below, and is more fully described in the Construction Agreement.

Woodbury County Training Center has contracted with L&L Home Buildings, Inc. for the construction of the Project at the property described as 1600 Old Country Home Road, Sioux City, Iowa 51106.

**\$523,784.28**  
**WOODBURY COUNTY, IOWA**  
**LEASE PURCHASE AGREEMENT**

**THIS LEASE PURCHASE AGREEMENT** dated October 19, 2017 (this “Lease Agreement”) is entered into by and between **DUBUQUE BANK & TRUST COMPANY**, as Lessor (“Lessor”), and **WOODBURY COUNTY, IOWA**, a public body, corporate and politic, organized and existing under the laws of the State of Iowa (the “State”), as Lessee (“Lessee”).

**RECITALS**

A. In order to provide financing in the amount of \$523,784.28 to construct that certain sheriff’s training facility building (the “Project”) on land owned by the Lessee (the “Site”), the Woodbury County Board of Supervisors (the “Board”) of Lessee has proposed to lease the real property consisting of the Site together with all buildings, facilities and other improvements located thereon, including the Project, and legally described on Exhibit A hereto and made a part hereof (as further defined herein, the “Leased Property”) to Lessor by entering into a to the Site Lease, dated as of the date hereof (as further defined herein, the “Site Lease”), which has been recorded concurrently herewith, for a lump sum of rental payments to Lessee for the Leased Property (the “Site Lease Payment”), which Site Lease Payment is sufficient for the purpose of financing the Project and paying certain transaction costs; and

B. Lessee desires to enter into this Lease Agreement with Lessor to lease and acquire from Lessor the Lease Property, subject to the terms and conditions hereof; and

C. Lessee is authorized under the constitution and laws of the State to enter into this Lease Agreement for the purposes set forth herein.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**Section 1. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means \$523,784.28. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with other funds of Lessee (if any) that are legally available for the purpose, to acquire and construct the sheriff’s training facility building.

“*Acquisition Fund*” means the fund established and held by Lessor for distribution of the Acquisition Amount pursuant to the Disbursement Agreement.

“*Additional Payments*” means the amounts, other than Rental Payments, payable by Lessee pursuant to the provisions of this Lease Agreement, including, without limitation, (a) all taxes and assessments of any nature whatsoever, including, but not limited to, excise taxes, ad valorem taxes, ad valorem and specific lien special assessments and gross receipts taxes, if any, levied upon the Leased Property or upon any interest of the corporation therein or in this Lease

Agreement; (b) insurance premiums, if any, on all insurance required under this Lease Agreement; (c) any other reasonable fees, costs or expenses incurred by Lessor in connection with the execution, performance or enforcement of this Lease Agreement or of any of the transactions contemplated hereby or related to the Project, including, without limitation, any amounts which may become due; provided, however, Lessee shall not be responsible for any costs incurred by Lessor associated with any assignment made by Lessor; and (d) any amounts required to be paid as rebate to the United States pursuant to the Tax Certificate and agreement.

“*Applicable Environmental Laws*” means the provisions of any federal, State or local law, statute, code, ordinance, regulation, requirement or rule, whether currently in existence or hereafter enacted, that govern (a) the existence, cleanup, and/or remedy of contamination on property; (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination; (c) the control of hazardous wastes; or (d) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

“*Authorized Officer*” means any person authorized by resolution of the Board to perform any act or execute any document.

“*Board*” means the Woodbury County Board of Supervisors.

“*Closing Date*” means the date when Lessee’s obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited in the Acquisition Fund.

“*Code*” means the Internal Revenue Code of 1986, as amended, including the United States Treasury Regulations proposed or in effect pursuant thereto.

“*Construction Agreement*” means the contract entered into by Lessee and the Contractor for the acquisition, construction, installation, maintenance, and/or servicing of the Project.

“*Contractor*” means The Baker Group.

“*Costs of Issuance*” means the costs incurred by Lessee or Lessor in connection with the execution and delivery of this Lease Agreement and the Site Lease, including any fees due under Section 8 and counsel fees and expenses of Lessee and Lessor.

“*Costs of Issuance Fund*” means the account by that name established and held by the Disbursement Agent pursuant to the Disbursement Agreement.

“*Default Rate*” means the Interest Rate plus 5% provided that such Default Rate shall be reduced as necessary to conform with the provisions of the Act and other applicable laws.

“*Disbursement Agent*” means U.S. Bank National Association and any successor thereto, acting as Disbursement Agent pursuant to the Disbursement Agreement.

“*Disbursement Agreement*” means the Disbursement Agreement, dated October 19, 2017, by and among the Disbursement Agent, the Servicer, Lessee and Lessor, pursuant to which the Acquisition Fund is administered.

“*Disbursement Request*” means the Disbursement Request, substantially in the form attached as Exhibit A to the Disbursement Agreement, executed by Lessee for the purpose of drawing down the Acquisition Amount from the proceeds of this Lease Agreement.

“*Event of Default*” means an Event of Default described in Section 34.

“*Final Payment Date*” means October 19, 2022.

“*Fiscal Year*” means the fiscal or budget year of Lessee, or any other 12 month period selected by Lessee as its fiscal year period.

“*Hazardous Substance*” means any substance that shall, at any time, be listed as “hazardous” or “toxic” in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, radioactive materials, explosives, carcinogens, raw materials, building components, the products of any manufacturing, or other activities on the facilities, wastes, petroleum, and source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

“*Interest Rate*” means the rate identified as such in the Payment Schedule, calculated on the basis of a 360-day year of twelve 30-day months.

“*Lease Agreement*” means this Lease Purchase Agreement, including the Exhibits hereto, together with any amendments and modifications to this Lease Agreement pursuant to Section 44.

“*Leased Property*” means the Site, legally described on Exhibit A attached hereto, together with all buildings, facilities, and other improvements located or to be located thereon, including the Project.

“*Lease Term*” means the term of this Lease Agreement ending on the earlier of the termination of this Lease Agreement pursuant to Section 5 or the Final Payment Date. Certain provisions of this Lease Agreement survive the termination of the Lease Term, as provided in Section 24 of this Lease Agreement.

“*Lessee*” means Woodbury County, Iowa.

“*Lessor*” means (a) Dubuque Bank & Trust Company, or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Lease Agreement pursuant to Section 32 hereof, including the right, title and interest of Lessor in and to the Project, the Rental Payments and other amounts due hereunder and the Acquisition Fund, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

“*Material Adverse Change*” means any change in Lessee’s creditworthiness that could have a material adverse effect on (a) the financial condition or operations of Lessee, or (b) Lessee’s ability to perform its obligations under this Lease Agreement.

“*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

“*Payment Schedule*” means the Rental Payments Schedule attached hereto as Exhibit B and made a part hereof.

“*Permitted Encumbrances*” means, as of any time: (a) liens for general ad valorem taxes and assessments, if any, not then delinquent, or which Lessee may permit to remain unpaid under Section 22 of this Lease; (b) the Site Lease and this Lease Agreement; (c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; (d) the exceptions disclosed in the title insurance policy required by Section 23 with respect to the Leased Property issued as of the Closing Date; and (e) any easements, rights-of-way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record and which Lessee certifies in writing will not materially impair the use of the Leased Property for its intended purposes.

“*Principal Component*” means the principal component of a Rental Payment as identified in Exhibit B.

“*Project*” is defined in the Recitals hereto.

“*Purchase Price*” means the amount that Lessee shall pay to Lessor to purchase the Project as provided in Section 31.

“*Rental Payment Dates*” means each January 19, April 19, July 19, and October 19, commencing January 19, 2018, and continuing to and including the date on which the Rental Payments are paid in full, as identified in the Payment Schedule.

“*Rental Payments*” means the basic rental payments payable by Lessee during the Lease Term pursuant to Section 9, on the dates and in the amounts set forth in Exhibit B which constitute the payments payable by Lessee for and in consideration of the right to use the Project during the Lease Term.

“*Servicer*” means BluePath Finance LLC.

“*Site*” means the real property consisting of the land upon which the Project is to be construct and legally described on Exhibit A attached hereto.

“*Site Lease*” means the Site Lease dated as of the date hereof, between Lessee, as site lessor, and Lessor, as site lessee, and any amendments or supplements thereto.

“*Site Lease Payment*” defined in the Recitals hereto.

“*State*” means the State of Iowa.

“*Tax Certificate and Agreement*” means the Tax Certificate and Agreement of Lessee dated the Closing Date.

**Section 2. Representations and Covenants of Lessee.** The undersigned, on behalf of Lessee, but not individually, represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and validly existing pursuant to the Constitution and laws of the State, with full power and authority to enter into this Lease Agreement, the Site Lease, the Disbursement Agreement and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder.

(b) Lessee has duly authorized the execution and delivery of this Lease Agreement, the Site Lease and the Disbursement Agreement by proper action of the Board at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease Agreement, the Site Lease and the Disbursement Agreement.

(c) The execution and delivery of the Site Lease, this Lease Agreement and the Disbursement Agreement, the consummation of the transaction therein and herein contemplated and the fulfillment of or compliance with the terms and conditions thereof and hereof, do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which Lessee is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Lessee, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease Agreement or the Disbursement Agreement or the financial condition, assets, properties or operations of Lessee.

(d) No consent or approval of any trustee or holder of any indebtedness of Lessee or of the voters of Lessee, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by Lessee of the Site Lease, this Lease Agreement and the Disbursement Agreement, or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely affect the transactions contemplated hereby.

(e) The Project is essential to Lessee's efficient and economic operations, and the lease thereof for use by Lessee is in the best interest of Lessee.



(f) The obligations of Lessee under this Lease Agreement, including, without limitation, the obligation to make Rental Payments, are obligations payable from Lessee's general fund budget.

(g) Lessee has funds available for the payment of Rental Payments due during the current Fiscal Year and reasonably believes that sufficient funds can be obtained to make all Rental Payments and payments of other amounts required to be paid hereunder.

(h) The Leased Property is not located in a 100-year flood zone and has never been subject to material damage from flooding.

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default hereunder exists at the date hereof.

(j) Lessee has complied with such public bidding requirements as may be applicable to this Lease Agreement, and the Project will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(k) During the Lease Term, Lessee will pay all Rental Payments and any other payment due hereunder and will maintain this Lease Agreement, the Site Lease and the Disbursement Agreement in full force and effect.

(l) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with the Generally Accepted Accounting Principles ("GAAP") as required under State law, which books and records shall at all reasonable times be subject to the inspection of the Servicer or Lessor upon 72 hours' prior notice, and shall deliver to Lessor within 30 days of such items becoming available, and no later than 180 days after the end of the Fiscal Year, the following itself or notice that the same are available on the website of Lessee: (i) annual unaudited financial statements (including (A) a balance sheet, (B) statements of revenues, expenses and changes in fund balances for budget and actual, (C) statements of cash flows, and (D) footnotes, schedules and attachments to the financial statements), (ii) annual audited financial statements promptly upon receipt of such statements from Lessee's auditor, (iii) such other financial statements and information as Lessor may reasonably request, and (iv) its annual budget for the following Fiscal Year after approval by Lessee's Board. The audited financial statements described herein will be accompanied by an opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(m) Lessee has an immediate need for the Project and expects to make immediate use of the Project. Lessee's need for the Project is not temporary, and Lessee does not expect the need for any item of the Project to diminish during the Lease Term.

(n) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property or the Project, except for Permitted Encumbrances. Lessee shall

promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such unpermitted lien.

(o) Lessee will not sell, lease, assign, transfer or otherwise dispose of any of the Leased Property, the Project or any interest therein (whether in one transaction or in a series of transactions), without the prior written consent of Lessor (which consent will not be unreasonably withheld).

(p) Lessee has heretofore furnished to Lessor the audited financial statements of Lessee for its most recent Fiscal Year, and those statements fairly present the financial condition of Lessee on the dates thereof and the results of its operations and cash flows for the periods then ended and were prepared in accordance with the GAAP. Since the date of the most recent financial statements, (i) there has been no Material Adverse Change in the financial condition of Lessee, and (ii) Lessee has not (A) incurred any material indebtedness on, or lease obligations payable from, its general fund, other than the Rental Payments, and trade accounts payable arising in the ordinary course of Lessee's business and not past due, or (B) guaranteed the indebtedness of any other person. Lessee expects to have sufficient resources (including the Acquisition Amount) to complete the construction of the Project and to make all Rental Payments and other payments hereunder when due.

(q) All financial and other information provided to Lessor or the Servicer by or on behalf of Lessee in connection with this Lease Agreement is true and correct in all material respects and, as to projections, valuations or pro forma financial statements, presents a good-faith opinion as to such projections, valuations and pro forma condition and results.

(r) There is no pending or overtly threatened litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under this Lease Agreement, the Site Lease or the Disbursement Agreement. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Project, the Costs of Issuance Fund and the Acquisition Fund and Lessor's rights and benefits under this Lease Agreement, the Site Lease and the Disbursement Agreement.

(s) Lessee shall provide to Lessor prompt written notice of all material litigation and all material investigations, audits and other proceedings against Lessee or any of its indebtedness, contracts, agreements, transactions, properties or assets.

(t) Lessee is the fee owner of the real estate where the Project is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

(u) No lease, rental agreement, lease purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past

10 years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past 10 years.

(v) Lessee will deliver to Lessor within six weeks after the end of each Fiscal Year a certificate executed by Lessee stating that:

(i) A review of activities of Lessee relating to the Project during such fiscal year and of Lessee's performance hereunder has been made under Lessee's supervision; and

(ii) Lessee is familiar with the provisions of this Lease Agreement, the Site Lease, Disbursement Agreement and Tax Certificate and Agreement, and, to the best of Lessee's knowledge, based on such review and familiarity, it has fulfilled all of its material obligations hereunder and thereunder throughout the Fiscal Year, and there have been no material defaults under this Lease Agreement, or, if there has been a material default in the fulfillment of any such obligation in such Fiscal Year, specifying each such default known to Lessee and the nature and status thereof and the actions taken or being taken to correct such default.

(iii) The payment of the Rental Payments or any portion thereof is not directly or indirectly (A) secured by any interest in property used or to be used in any activity carried on by any person other than a State or local governmental unit or payments in respect of such property; or (B) on a present-value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a State or local governmental unit. Lessee shall not permit the federal government to guarantee any Rental Payments. The Project will not be used, directly or indirectly, in any activity carried on by any person other than a State or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the Project.

(w) Lessee will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property.

(x) Lessee shall specifically comply with all requirements of the Asbestos Hazard Emergency Response Act (referred to as "AHERA" and constituting an Applicable Environmental Law), including developing, maintaining and updating an Asbestos Management Plan (as hereafter defined) and keeping a copy at the Leased Property; and performing reinspections of Asbestos Containing Materials (as hereafter defined) at the Leased Property every three years. Lessee shall maintain all Asbestos Containing Materials in an intact and undamaged state and perform any demolition,

renovation or other activities in accordance with all Applicable Environmental Laws. As used herein, (i) the term “Asbestos Containing Materials” means material in friable form containing more than 1% of the asbestiform varieties of chrysotile (serpentine), crocidolite (riebeckite), amosite (grunerite-cummingtonite), anthophyllite, tremolite and actinolite; and (ii) the term “Asbestos Management Plan” means that written plan for the Leased Property relating to monitoring and maintaining all Asbestos Containing Materials used or located on the Leased Property in accordance with AHERA.

(y) Lessee will transmit all notices, orders or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Servicer, and Lessee will notify the Servicer in writing immediately of any release, discharge, spill, or deposit of any Hazardous Substances that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notifications shall create any liability or obligation on the part of the Servicer.

(z) The Leased Property complies with and will comply with all applicable restrictive covenants, zoning ordinances and building laws (including, without limitation, the Americans with Disabilities Act, as amended).

**Section 3. Representations and Covenants of Lessor.** Lessor represents, covenants and warrants for the benefit of Lessee on the date hereof as follows:

(a) Lessor is duly organized and existing under the constitution and laws of states in which Lessor does business, with full power to enter into this Lease Agreement, the Site Lease and the Disbursement Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessor has duly authorized the execution and delivery of this Lease Agreement, the Site Lease and the Disbursement Agreement, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease Agreement.

(c) The execution and delivery of the Site Lease, this Lease Agreement and the Disbursement Agreement, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof do not and will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, any indenture, mortgage, deed of trust, lease, contract or other agreement or instrument to which Lessor is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Lessor, which conflict, violation, breach, default, lien, charge or encumbrance would have consequences that would materially and adversely affect the consummation of the

transactions contemplated by the Site Lease, this Lease Agreement or the Disbursement Agreement, or the financial condition, assets, properties or operations of Lessor.

(d) No consent or approval of any trustee or holder of any indebtedness of Lessor, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery by Lessor of the Site Lease, this Lease Agreement and the Disbursement Agreement, or the consummation of any transaction therein or herein contemplated, except as have been obtained or made and as are in full force and effect, or except as would not materially adversely affect the transactions contemplated hereby.

(e) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, State, municipal or other governmental authority pending or, to the knowledge of Lessor, after reasonable investigation, threatened against or affecting Lessor or the assets, properties or operations of Lessor which, if determined adversely to Lessor or its interest, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of the Site Lease, this Lease Agreement or the Disbursement Agreement, or upon the financial condition, assets, properties or operations of Lessor, and Lessor is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, State, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Site Lease, this Lease Agreement or the Disbursement Agreement, or the financial condition, assets, properties or operations of Lessor.

**Section 4. Lease of Project.** For and in consideration of the application of funds in accordance with this Lease Agreement, Lessee has leased the Leased Property to Lessor under the Site Lease. For and in consideration of the Rental Payments to be made by Lessee hereunder, Lessor hereby subleases the Leased Property to Lessee, and Lessee hereby subleases the Leased Property from Lessor, pursuant to this Lease Agreement, upon the terms and provisions hereof.

As additional security for the payment and performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Project, (b) moneys and investments held from time to time in the Acquisition Fund and the Costs of Issuance Fund and (c) any and all proceeds of any of the foregoing. Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain the Lessor's security interest in the Project, the Acquisition Fund, and the Costs of Issuance Fund, including such financing statements with respect to personal property and fixtures under Article 9 of the Iowa Commercial Code (Iowa Code Sections 554.9101-9809 (2017)) and treating such Article 9 as applicable to entities such as Lessee.

**Section 5. Termination of Lease Term.** The Lease Term will commence on the Closing Date and terminate upon the earliest of any of the following events:

(a) the exercise by Lessee of the option to purchase the Project under the provisions of Section 31 and payment of the Purchase Price and all amounts payable in connection therewith;

(b) a default by Lessee and Lessor's election to terminate this Lease Agreement under Section 35; or

(c) the payment in full by Lessee of all Rental Payments authorized or required to be paid by Lessee and any Additional Payments.

**Section 6. Continuation of Lease Term.** Lessee intends to continue through the Lease Term and pay all Rental Payments and Additional Payments. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget.

**Section 7. Appointment of Agent.** Lessor hereby appoints Lessee as its agent to carry out all phases of the acquisition, construction, improvement and equipping of the Project under and in accordance with the provisions hereof. Lessee hereby accepts its appointment as agent of Lessor and assumes all rights, liabilities, duties and responsibilities of Lessor regarding the acquisition, construction, improvement and equipping of the Project. Lessee, as agent of Lessor hereunder, will enter into, administer and enforce all purchase orders, the Construction Contract or other contracts relating to the Project. Lessee will requisition payment of the associated costs from amounts held by the Disbursement Agent in the Acquisition Fund, pursuant to and in accordance with the Disbursement Agreement. All contracts for, and all work related to, the Project are subject to all applicable provisions of law relating to the acquisition, installation, improvement, and equipping of like facilities, equipment and property by Lessee.

**Section 8. Conditions to Lessor's Performance.**

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Lease Agreement, Lessee shall deliver to Lessor or cause the following:

(i) Costs of Issuance will be deposited into the Costs of Issuance Account and held, administered and applied pursuant to the Disbursement Agreement;

(ii) A certificate of Lessee in a form approved by Lessor certifying as to (A) the resolutions of the Board of Lessee authorizing the execution, delivery and performance of this Lease Agreement, the Site Lease, the Disbursement Agreement, the Tax Certificate and Agreement and any related documents and (B) the signatures of the Authorized Officers of Lessee authorized to execute and deliver this Lease Agreement, the Site Lease, the Disbursement Agreement and other instruments, agreements and certificates on behalf of Lessee;

(iii) An Disbursement Agreement in a form satisfactory to Lessor and executed by Lessor and Lessee;

(iv) A copy of the official action of Lessee's Board (A) authorizing the execution and delivery of this Lease Agreement, the Site Lease, the Disbursement Agreement, the Tax Certificate and Agreement and any other related documents, and (B) authorizing the performance by Lessee of its obligations under this Lease Agreement, the Site Lease, the Disbursement Agreement, the Tax Certificate and Agreement and any other related documents;

(v) Evidence of insurance as required by Section 23 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 20;

(vii) A copy of an executed Tax Certificate and Agreement;

(viii) Opinion of Lessee's counsel in a form acceptable to Lessor; and

(ix) Such other items reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations under this Lease Agreement, the Site Lease and the Disbursement Agreement shall be subject to: (i) no Material Adverse Change in the financial condition of Lessee since the date of this Lease Agreement, and (ii) no Event of Default having occurred and continuing.

(c) Subject to satisfaction of the foregoing, Lessor will cause the Acquisition Amount to be deposited in the Acquisition Fund on the Closing Date and held, administered and invested for the purpose of financing the Project as provided herein and in the Disbursement Agreement.

(d) On or before the Closing Date, Lessee shall, at its expense, cause the Site Lease and this Lease Agreement, or a memorandum hereof or thereof, to be recorded in the office of the Woodbury County Recorder with respect to the Leased Property.

**Section 9. Rental Payments and Additional Payments; Default Rate.**

(a) On each Rental Payment Date, Lessee shall transfer to Lessor an amount sufficient to pay Rental Payments, in lawful money of the United States of America, on the dates and in such amounts as provided in the Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Closing Date. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Default Rate from such date.

(b) To the allowed by law, Lessee covenants and agrees to pay directly to Lessor, or directly to the person or persons to whom such amounts shall be payable, any Additional Payments due hereunder, in addition to the Rental Payments. Additional

Payments shall be billed to Lessee by Lessor from time to time, together with a statement certifying that the amount so billed has been paid or incurred by Lessor for one or more of the items described, or that such amount is then payable by Lessor for such items. Amounts so billed shall be due and payable by Lessee within 30 days after receipt of the bill by Lessee. Any Additional Payments made to Lessor shall be accompanied by a notice setting forth the basis of such payment hereunder.

(c) If Lessee shall fail to pay any Rental Payments on the Payment Schedule, the Interest Rate shall increase to the Default Rate. All amounts not paid when due under this Lease Agreement (subject to any applicable grace periods) shall bear interest at the Default Rate from the date of default until such time as the payment default is cured.

(d) Lessee's obligation to pay Rental Payments in accordance with this Lease Agreement shall be absolute and unconditional in all events without diminution, deduction, setoff or defense for any reason, including, without limitation, (i) any failure or lack of completion of all or part of the acquisition, construction, equipping, or installation of the Project or (ii) any dispute with any Contractor, vendor or other entity with respect to all or part of the Project.

The Rental Payments coming due and payable on each Rental Payment Date constitute the total rental for the Leased Property for such period and will be paid by Lessee for and in consideration of the right of the use, occupancy and continued quiet use and enjoyment of the Leased Property during each period. The parties hereto have agreed that the total Rental Payments are not in excess of the fair rental value of the Leased Property. In making this determination, consideration has been given to the estimated fair market value of the Leased Property, the replacement costs of the Leased Property, the costs of financing the deposits required to be made under this Lease Agreement, other obligations of Lessee and Lessor under this Lease Agreement, the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to Lessee and the general public.

**Section 10. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule. Lessor and Lessee agree that no portion of any Rental Payment consists of Additional Payments.

**Section 11. Rental Payments To Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable from funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

**Section 12. Rental Payments To Be Unconditional.** The obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, setoff or defense, for any reason.



**Section 13. Tax Covenants.** At all times during the Lease Term, Lessee shall comply with the following covenants:

(a) Lessee shall not take or fail to take any action with respect to the Rental Payments or any other funds or property of Lessee, or use or permit others to use the Project in any manner that would cause the interest component of the Rental Payments to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations (except, with respect to corporations, as such interest is required to be taken into account in determining “adjusted net book income” for the purpose of computing the alternative minimum tax imposed on such corporations).

(b) Lessee will take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such Section is applicable to this Lease Agreement.

(c) Lessee will not take, or permit or suffer to be taken, any action with respect to the Acquisition Amount or any investment earnings thereon which would cause this Lease Agreement to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

(d) Lessee will file or cause to be filed I.R.S. Form 8038-G (and all other required information reporting returns) in a timely manner with respect to this Lease Agreement.

(e) All of the Acquisition Amount (as well as all investment earnings thereon) will be spent on Costs of Issuance and capital expenditures with respect to the Project with a reasonably expected economic life of one year or more.

(f) No funds or moneys are pledged to, or are reasonably expected to be used directly or indirectly to pay, Rental Payments nor are such funds reserved or otherwise set aside such that there is a reasonable assurance that such amounts will be available to pay Rental Payments, except currently budgeted funds.

(g) Lessee agrees to comply with the procedures and requirements set forth in the Tax Certificate and Agreement.

(h) The covenants in this Section shall survive the termination of this Lease Agreement and remain in full force and effect, notwithstanding termination of the Lease Agreement, until such covenants have been performed.

**Section 14. Payment of Costs of Issuance From Costs of Issuance Fund.** Lessee shall cause the Costs of Issuance, comprised of proceeds of this Lease Agreement, to be deposited in a special account (the “Costs of Issuance Fund”) to be established by the Disbursement Agent for the benefit of Lessee. Subject to the other provisions of this Lease Agreement, the Disbursement Agent shall disburse moneys in the Costs of Issuance Fund from time to time to pay the Costs of Issuance upon delivery to the Disbursement Agent of written

disbursement requests from Lessee, each of which conforms to the requirements of the Disbursement Agreement and is in substantially the form set forth in the Program Fund Agreement. Lessee covenants to retain with its own books and records relating to this Lease Agreement copies of all such written disbursement requests.

**Section 15. Acquisition, Construction, Equipping and Installation of the Project; Payment of Costs From Acquisition Fund.**

(a) As agent of Lessor, Lessee hereby agrees with due diligence to supervise and provide for, or cause to be supervised and provided for, the acquisition, construction, equipping and installation of the Project in accordance with the plans and specifications, the Construction Contract, purchase orders, acquisition and installation contracts, and other documents relating thereto and approved by Lessee under all applicable requirements of law.

(b) Lessee shall deliver to Lessor and the Servicer, and retain with its own books and records relating to this Lease Agreement, original invoices (and proof of payment of such invoices) and bills of sale (if title to such Leased Property has passed to Lessee) relating to the Project.

(c) Lessee shall provide all permits and licenses, if any, necessary for the acquisition, construction, installation and operation of the Project.

**Section 16. Quiet Enjoyment of Leased Property.** So long as Lessee is not in default hereunder and except as expressly set forth in this Lease Agreement, neither Lessor nor any entity claiming by, through or under Lessor shall interfere with Lessee's quiet use and enjoyment of the Leased Property during the Lease Term. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor may lawfully do so. Notwithstanding the foregoing, Lessor has the right to inspect the Leased Property as provided in Section 17.

**Section 17. Access; Inspection.** Lessee agrees that Lessor, and Lessor's successors or assigns, have the right at all reasonable times, following at least 48 hours' written notice provided to Lessee, to enter upon and to examine and inspect the Leased Property or any part thereof. Lessee further agrees that Lessor, and Lessor's successors or assigns, shall have such rights of access to the Leased Property or any component thereof, following at least 48 hours' written notice provided to Lessee, as may be reasonably necessary to cause the proper maintenance of the Leased Property if Lessee fails to perform its obligations hereunder. Neither Lessor nor any of its assigns have any obligation to cause such proper maintenance. Lessee further agrees that the Servicer, Lessor, their agents, or any experts designated by the Servicer or Lessor will have full access to the Leased Property during reasonable business hours for purposes of independent investigation of compliance with all Applicable Environmental Laws, provided that the Servicer has no obligation to do so, or liability for any failure to do so, or liability should it do so.

**Section 18. Use and Maintenance of the Leased Property.** Lessee agrees that it will maintain, preserve and keep the Leased Property, or cause the Leased Property to be, maintained,

preserved and kept in good order and condition. Lessee will from time to time make or cause to be made all necessary and proper repairs. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Leased Property. Lessee will pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, water and all other utility services, and shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of Lessee or any assignee or sublessee thereof on the part of Lessee or any assignee.

**Section 19. Title to the Leased Property.**

(a) (i) At all times during the Lease Term, Lessor shall hold leasehold title to the Leased Property, including all additions which comprise fixtures, repairs, replacements or modifications thereto, subject to Permitted Encumbrances and subject to Section 17 and subject to Lessor's right to assign this Lease Agreement and/or certain rights hereunder in accordance with Section 32.

(ii) Upon termination of this Lease Agreement (other than under due to an Event of Default), all right, title and interest of Lessor in and to the Leased Property shall be transferred and vested in Lessee. Upon the payment in full of all Rental Payments, or upon the deposit by Lessee of security for such Rental Payments, all right, title and interest of Lessor in and to the Leased Property shall be transferred to and vested in Lessee. Lessor agrees to take any and all steps and execute to record any and all documents reasonably required by Lessee to consummate any such transfer of title.

(b) During the Lease Term, and so long as no Event of Default has occurred, hereunder, all right, title and interest in and to the Leased Property shall be vested in Lessee, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Leased Property from and against all claims, liens and legal processes of its creditors and keep all Leased Property free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default, full and unencumbered title to the Leased Property shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein and, upon request by Lessor, shall deliver possession of the Leased Property to Lessor at Lessee's expense. Upon payment in full of all Rental Payments hereunder by Lessee, Lessor's security interest or other interest in the Leased Property shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in the Leased Property.

**Section 20. Granting of Easements.** As long as no Event of Default shall have happened and be continuing, Lessor shall at any time or times, but only upon the written request and at the expense of Lessee, grant or join in the granting of easements, licenses, rights-of-way

(including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease Agreement, free from this Lease Agreement and any security interest or other encumbrance created hereunder or thereunder, and Lessor shall release or join in the release of existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of: (a) a copy of the instrument of grant or release; and (b) a written application signed by an Authorized Officer of Lessee requesting the execution of such instrument by Lessor and stating that such grant or release will not impair the effective use or interfere with the operation of the Leased Property.

**Section 21. No Encumbrances.** Except for Permitted Encumbrances, Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Project is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Leased Property acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

**Section 22. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Leased Property free of all levies, liens and encumbrances except those created by this Lease Agreement, the Site Lease, and other Permitted Encumbrances. The parties to this Lease Agreement contemplate that the Project will be used for a governmental or proprietary purpose of Lessee and that the Leased Property will therefore be exempt from all property taxes. If the use, possession or acquisition of the Leased Property is nevertheless determined to be subject to taxation, Lessee shall pay when due, as an Additional Payment, all taxes and governmental charges lawfully assessed or levied against or with respect to such Leased Property. Lessee shall pay as an Additional Payment, as the same respectively come due, all utility and other charges incurred in the use and maintenance of the Leased Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

**Section 23. Insurance.**

- (a) Lessee shall during the Lease Term maintain or cause to be maintained;
  - (i) standard comprehensive general insurance policy or policies in protection of Lessee, Lessor and their respective members, officers, agents, employees and assigns. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily or personal injury, death or property damage occasioned by reason of the operation of the Project. Such policy or policies must provide coverage of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in aggregate and \$5,000,000.00 excess liability and may be subject to such deductibles as Lessee deems adequate

and prudent. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by Lessee and may be maintained in whole or in part in the form of the participation by Lessee in a joint powers authority or other program providing pooled insurance. Lessee will apply the proceeds of such liability insurance toward extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

(ii) casualty insurance against loss or damage to the Leased Property by fire and lightning, with extended coverage insurance, vandalism and malicious mischief insurance and sprinkler system leakage insurance. Said extended coverage insurance shall cover loss or damage by fire, explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance, including earthquake coverage if such coverage is available at commercially reasonable cost from a reputable insurer in the reasonable determination of Lessee. Such insurance shall be in an amount at least equal to the greater of (A) the replacement value of the insured Project, or (B) the aggregate unpaid Principal Components of the Rental Payments, and may be subject to such deductibles as Lessee deems adequate and prudent. Lessee shall set aside in a segregated account funds sufficient to cover such deductibles. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by Lessee and may be maintained in whole or in part in the form of the participation by Lessee in a joint powers authority or other program providing pooled insurance. Lessee will apply the Net Proceeds of such insurance as provided in this Lease Agreement.

(iii) if at any time and for so long as the Leased Property is located in a 100-year flood area as shown on a Flood Insurance Rate Map published by the Federal Emergency Management Agency, insurance against loss or damage to the Leased Property due to flooding. If Lessee obtains an exception or waiver to the designation of the Leased Property as being within a 100-year flood area from the Federal Emergency Management Agency, Lessee shall not be required to provide flood insurance as set forth herein.

As an alternative to providing the insurance required by this subsections (a)(ii) and (iii) above, Lessee may provide a self-insurance method or plan of protection if and to the extent such self-insurance method or plan of protection (A) affords reasonable coverage for the risks required to be insured against, in light of all circumstances, giving consideration to cost, availability and similar plans or methods of protection adopted by public entities in the State other than Lessee, and (B) has been approved in writing by the Servicer. Before such other method or plan may be provided by Lessor, and annually thereafter so long as such method or plan is being provided to satisfy the requirements of this Lease Agreement, there shall be filed with Lessor and the Servicer a certificate of an actuary, insurance consultant or other qualified person (who may be an employee of Lessee), stating that, in the opinion of the signer, the substitute method or plan of protection is in accordance with the requirements of this Section and, when effective, would afford reasonable coverage for the risks required to be insured against and is sufficiently funded to afford such coverage. There shall also be filed a certificate of Lessee setting forth the details of such substitute method or plan. In the event of loss covered

by any such self-insurance method, the liability of Lessee hereunder shall be limited to the amounts in the self-insurance reserve fund or funds created under such method.

(iv) casualty insurance naming Lessor and its assigns as loss payee and additional insured and insuring the Lease Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the replacement cost of the Lease Property; provided that, with Lessor's prior written consent, Lessee may self-insure against such risks. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

(v) rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the Lease Property and the improvements situated thereon as a result of any of the hazards covered in the insurance required by subsections (a)(ii), (iii), and (iv), in an amount at least equal to the maximum Rental Payments coming due and payable during any future 24-month period. Such insurance may be maintained as part of or in conjunction with any other insurance coverage carried by Lessee and may be maintained in whole or in part in the form of the participation by Lessee in a joint powers authority or other program providing pooled insurance. Such rental interruption or use and occupancy insurance shall not be self-insured, and Lessee acknowledges that this requirement may limit its ability to self-insure under subsections (a)(ii), (iii), and (iv). Lessee will apply the Net Proceeds of such insurance towards the payment of the Rental Payments allocable to the insured improvements as the same become due and payable.

(vi) if required by applicable State law, workers' compensation insurance covering all employees on, in, near or about the Leased Property and, upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

(vii) an ALTA title insurance policy (ALTA Standard Coverage Policy) insuring Lessor's interests in the estate established under the Site Lease in the Leased Property, subject only to Permitted Encumbrances, and otherwise in form and substance satisfactory to, and including all endorsements reasonably required by, the Servicer, in an amount equal to the original Principal Components of the Rental Payments. Lessee shall apply the Net Proceeds received under such title insurance policy as provided in this Lease Agreement.

(b) All insurance policies (or riders) required by this Section shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without

giving written notice to the insured parties at least 10 days before the cancellation or revision becomes effective. Each insurance policy or rider required by subsections (a)(i), (ii), (iii), (iv), and (v) shall name Lessor and the Servicer as additional insureds and loss payees and shall include a lender's loss payable endorsement for the benefit of the Servicer. Prior to the Closing Date, Lessee will deposit with the Servicer policies (and riders and endorsements, if applicable) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee will furnish to the Servicer evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Section unless such insurance is no longer obtainable, in which event Lessee shall notify the Servicer of such fact.

**Section 24. Risk of Loss.** Whether or not covered by insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Leased Property from any cause whatsoever, and no such loss of or damage to or liability arising from the Leased Property shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease Agreement. Whether or not covered by insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Lease Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership, use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item related to the Leased Property, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item related to the Leased Property resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Lease Agreement or any material misrepresentation provided by Lessee under or in connection with this Lease Agreement or the Disbursement Request. The provisions of this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease Agreement or the termination of the Lease Term for any reason.

Lessee's sole remedy for the breach of a warranty, indemnification or representation with respect to the Construction Contract or the Project shall be against the applicable Contractor of the Project and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties relating to the Project.

In the event of a material default of any Contractor under any Construction Contract in connection with the acquisition, construction, installation, maintenance and/or servicing of the Project or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Project, Lessee will promptly proceed to exhaust its remedies against the Contractor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing shall be first applied to complete the requisite acquisition, construction, installation, maintenance and/or

servicing of the Project, and if Lessee is in default of its obligations to Lessor, all remaining amounts received shall be applied against Lessee's obligations to make Rental Payments and/or any other Additional Payments permitted under the transaction documents.

**Section 25. Lessee To Pursue Remedies Against Contractor and Subcontractors and Their Sureties.** In the event of a material default of any Contractor under the Construction Contract in connection with the acquisition, construction, maintenance and/or servicing of the Project or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Project, Lessee will promptly proceed to exhaust its remedies against the Contractor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds and adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

**Section 26. Advances.** In the event Lessee fails to keep the Leased Property in good repair and working order or shall fail to maintain any insurance required by Section 23 hereof, Lessor or the Servicer may, but shall be under no obligation to, maintain and repair the Leased Property or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor or the Servicer shall constitute Additional Payments, and Lessee covenants and agrees to pay such amounts so advanced by Lessor or the Servicer with interest thereon from the date advanced until paid at a rate equal to the Default Rate.

**Section 27. Damage, Destruction and Condemnation.** If, prior to the termination of the Lease Term, (a) the Leased Property, the Project or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Leased Property or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, the Project or such part thereof, and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to purchase the Lease Property in accordance with Section 31. Lessee will notify Lessor and the Servicer of which course of action it has elected to take within a reasonable time not to exceed 60 days after the occurrence of such eminent domain proceedings or such destruction or damage. Such repair, replacement or substitution shall commence not later than 60 days after the occurrence of such taking, destruction or damage and be pursued diligently to completion. If Lessee elects to replace the Lease Property pursuant to this Section, the replacement shall be new or of a quality, type, utility and condition at least as good as the replaced Lease Property. Title to the replacement Lease Property shall be deemed to vest in Lessor on its replacement date and immediately and automatically (without any further action by Lessee or Lessor) and pass from Lessor to Lessee on such replacement date, and Lessee shall grant to Lessor a first priority security interest in any such replacement Lease Property. Lessee shall represent, warrant and covenant to Lessor that the replacement Lease Property is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide Lessor any and all documents as Lessor may reasonably request in connection



with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the replacement Lease Property. Lessor and Lessee hereby acknowledge and agree that the Lease Property replaced as provided in this Section shall constitute "Leased Property" which includes the "Project" for purposes of this Lease Agreement.

Lessee and, to the extent such Net Proceeds are within its control, Lessor, shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards to be deposited in a separate trust fund held by Lessor or, at Lessor's option, an independent Disbursement Agent appointed at Lessee's expense. Subject to the receipt of the certificate required by the preceding sentence, all Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Project by Lessee upon receipt of requisitions acceptable to Lessor signed by an Authorized Officer of Lessee stating with respect to each payment to be made: (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or statement of account for such obligation.

At the expense of Lessee, Lessor shall cooperate fully with Lessee in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in this Section and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the enforcement of all warranties relating to the Leased Property. In no event shall Lessor voluntarily settle, or consent to the settlement of any proceeding arising out of, any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or any portion thereof without the written consent of Lessee.

Lessee agrees that, to the extent permitted by law, in the event it brings an eminent domain or condemnation proceeding with respect to all or any portion of the Leased Property, the fair market value of the condemned portion of the Leased Property shall not be less than the Purchase Price.

**Section 28. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 27, Lessee shall, to the extent it may agree to do so, either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds (to the fullest extent permitted by applicable law, but only from legally available funds), or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Lease Property, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Lease Property shall terminate as provided in Section 19 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Lease Property shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

**Section 29. Disclaimer of Warranties; Indemnification.** Each of Lessor and the Servicer makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Lease Property, or any other warranty or representation, express or implied, with respect thereto. Lessee acknowledges that each of Lessor and the Servicer is not a manufacturer of any portion of the Project or a dealer therein and that Lessee leases the Project as-is, it being agreed that all of the aforementioned risks are to be borne by Lessee. In no event will Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease Agreement, the Site Lease, the Leased Property, or the Project or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Lease Agreement. To the extent permitted by applicable law, Lessee hereby agrees to indemnify and hold harmless Lessor and its directors, officers, shareholders, employees, agents and successors for, from and against any loss, claim, damage, expense and liability resulting from or attributable to the acquisition, construction or use of the Project. Notwithstanding the foregoing, Lessor shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of Lessor.

**Section 30. Modifications of the Project, Installation of Furnishings.** Lessee shall have the privilege of making substitutions, additions, modifications and improvements to any portion of the Project at its own cost and expense; and the same shall be included in the leasehold interest of Lessor under the terms of this Lease Agreement and the Site Lease; provided, however, that such substitutions, additions, modifications and improvements shall not in any way damage the Project or cause the Project to be used for purposes other than lawful governmental or proprietary functions of Lessee (except to the extent of subleasing permitted under Section 33 hereof); and provided that the Project, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Project immediately prior to making such substitutions, additions, modifications and improvements.

Lessee may also, from time to time in its sole discretion and at its own expense, install machinery, equipment, and other tangible personal property in or on the Project. All such machinery, equipment, and other tangible personal property shall remain the sole property of Lessee in which Lessor shall have not any interest; provided, however, that any such machinery, equipment, and other tangible personal property which becomes permanently affixed to the Leased Property shall be included in the Leased Property pursuant to the Site Lease and this Lease Agreement, in the event Lessor shall reasonably determine that the Project would be materially damaged or impaired by the removal of such machinery, equipment, or other tangible personal property.

**Section 31. Purchase Option.** Lessee shall have the option to purchase the interest of Lessor in the Lease Property and all improvements, including the Project, and terminate this Lease Agreement, but only if it is not then in default under this Lease Agreement. Lessee shall give Lessor notice of its intention to exercise its option not less than 90 days in advance of the date of exercise. If Lessee shall have given notice to Lessor of its intention to purchase the Lease Property, but shall not deposit the amounts with Lessor on the date specified in such notice, Lessee shall continue to pay Rental Payments as if no such notice had been given. Lessor shall transfer and convey or release the Lease Property to Lessee upon payment in full to Lessor

of the sum of (a) the outstanding Principal Component of the Rental Payments, (b) all accrued interest, (c) an amount equal to 2% of the outstanding Principal Component, and (d) any and all other amounts then owing hereunder (collectively, the "Purchase Price"). After payment of the applicable Purchase Price and all other amounts owing hereunder, Lessor's security interests in and to such Lease Property will be terminated, and Lessee will own the Lease Property free and clear of Lessor's security interest in the Lease Property.

**Section 32. Assignment by Lessor.**

(a) Lessor's right, title and interest in and to this Lease Agreement, the Rental Payments and any other amounts payable by Lessee to Lessor hereunder, the Disbursement Agreement and its security interest in the Project, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee, provided that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to applicable State law. Nothing in this Section 32 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, provided such certificates are sold only on a private-placement basis (and not pursuant to any "public offering") to a purchaser or purchasers who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands that neither this Lease Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 or a "qualified institutional buyer" within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933, provided further that in any event Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under this Lease Agreement with or to more than one individual or entity. No such assignment by Lessor shall release Lessor from any of its obligations hereunder that are not expressly delegated to and assumed by an assignee.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 32 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee, provided that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Lease Agreement, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all

payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Contractor. Assignments in part may include, without limitation, assignment of all of Lessor's security interest in and to the Lease Property and all rights in, to and under this Lease Agreement related to such Lease Property, and all of Lessor's rights in, to and under the Acquisition Fund.

(c) If Lessor notifies Lessee of its intent to assign its interest in this Lease Agreement, Lessee agrees that it shall execute and deliver to Lessor an acknowledgment of such assignment in the form provided by Lessor within five business days after its receipt of such request. Lessee will keep a complete and accurate record of all such notices of assignment during the Lease Term.

(d) In connection with any assignment pursuant to this Section, and assuming the Servicer believes Lessee has met the established rating criteria of a nationally recognized rating agency, the Servicer may attempt to obtain an appropriate rating for this Lease Agreement or for any subsequent trust agreement, participation agreement, custodial arrangement or similar agreement to which this Lease Agreement is assigned. Lessee shall use its best efforts to assist the Servicer in obtaining such a rating, including, but not limited to, the submission of current financial information to the rating agency and the participation in a ratings call with the rating agency.

**Section 33. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Lease Agreement or any portion of the Project or the Acquisition Fund and Disbursement Agreement may be assigned by Lessee. Any purported assignment or sublease without Lessor's prior written consent shall be null and void. With the prior written consent of the Servicer, in its sole and absolute discretion, Lessee may sublease the Project, or any portion thereof, subject to all of the following conditions:

(a) This Lease Agreement and the obligation of Lessee to make Rental Payments hereunder shall remain obligations of Lessee.

(b) Lessee shall, within 30 days after the delivery thereof, furnish or cause to be furnished to Lessor and the Servicer a true and complete copy of such sublease.

(c) Any sublease shall be expressly subject and subordinate to this Lease Agreement.

(d) No such sublease by Lessee may cause the Project to be used for a purpose other than an essential government function and as may be authorized under the provisions of the laws of the State.

(e) The Servicer has received an opinion of counsel satisfactory to the Servicer to the effect that such sublease will not (i) constitute a reissuance of this Lease Agreement for federal income tax purposes and (ii) cause the interest component of the Rental Payments to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

**Section 34. Events of Default Defined.** Any of the following events shall constitute an “Event of Default” under this Lease Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment, Additional Payment or other payment required to be paid under this Lease Agreement on the date due as specified herein or (ii) maintain insurance as required herein;

(b) A determination by the Internal Revenue Service that the interest portion of the Rental Payments is not excludable from gross income for federal income tax purposes;

(c) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Lease Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above and other than a failure by Lessee to perform any covenant contained in Section 13 hereof that does not materially adversely affect Lessor and its interests, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration, provided that if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by Lessee in or pursuant to this Lease Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors or (iv) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding;

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days;

(g) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower and there is outstanding, owing or committed an aggregate amount in excess of \$2,000,000.00, if such default consists of (i) the failure to pay any amount when due under such agreement

or (ii) the failure to perform any other obligation thereunder and such failure gives the holder of such agreement the right to accelerate the amounts payable thereunder;

(h) Lessee shall abandon any part of the Leased Property;

(i) The assignment or transfer of Lessee's interest in this Lease Agreement or the Site Lease or any part thereof without the written consent of Lessor and Servicer, either voluntarily or by operation of law or otherwise; or

(j) Any court of competent jurisdiction shall find or rule that the Site Lease or this Lease Agreement is not a valid or binding agreement of Lessee.

**Section 35. Remedies on Default.** Whenever any Event of Default has happened and is continuing, Lessor may exercise any and all remedies available under law or granted under this Lease Agreement. Upon the occurrence and during the continuance of any Event of Default, Lessor may exercise any one or more of the following remedies:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to be immediately due and payable;

(b) If Lessor does not elect to terminate this Lease Agreement in the manner hereinafter provided for in subparagraph (b) hereof, Lessee agrees to and shall remain liable for the payment of all Rental Payments and the performance of all conditions herein contained, and Lessor may take whatever action at law or in equity that may appear necessary or desirable to collect each Rental Payment as it becomes due hereunder. Lessee shall reimburse Lessor for any deficiency arising out of the re-leasing of the Leased Property or, if Lessor is unable to re-lease the Leased Property, then for the full amount of all Rental Payments to the end of the Lease Term, but said Rental Payments and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Rental Payments hereunder, notwithstanding such entry or reentry by Lessor or any suit in unlawful detainer, or otherwise, brought by Lessor for the purpose of effecting such reentry or obtaining possession of the Leased Property or the exercise of any other remedy by Lessor. Lessee hereby irrevocably appoints Lessor as the agent and attorney-in-fact of Lessee to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place located in the County of Woodbury for the account of and at the expense of Lessee, and Lessee hereby exempts and agrees to hold harmless Lessor from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by Lessor or its duly authorized agents in accordance with the provisions herein contained. Lessor agrees that the terms of this Lease Agreement constitute full and sufficient notice of the right of Lessor to re-lease the Leased Property in the event of such reentry without effecting a surrender of this Lease Agreement, and further agrees that no acts of Lessor in effecting such re-leasing shall constitute a surrender or termination of this Lease Agreement irrespective of the term for which such

re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by Lessee the right to terminate this Lease Agreement shall vest in Lessor to be effected in the sole and exclusive manner hereinafter provided for in subparagraph (b) hereof. Lessor agrees to surrender and quit possession of the Leased Property upon demand of Lessee for the purpose of enabling the Leased Property to be relet under this paragraph, and Lessee agrees any rental obtained by Lessor in excess of the Rental Payments can be applied as compensation to Lessor for its services in re-leasing the Leased Property.

(c) If an Event of Default occurs and is continuing hereunder, Lessor at its option may terminate this Lease Agreement and re-lease all or any portion of the Leased Property. If Lessor terminates this Lease Agreement at its option and in the manner hereinafter provided due to a default by Lessee (and notwithstanding any reentry upon the Leased Property by Lessor in any manner whatsoever or the re-leasing of the Leased Property), Lessee nevertheless agrees to pay to Lessor all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of Additional Payments. Any moneys received by Lessor from such re-leasing shall be applied first to any Additional Payments referred to in the preceding sentence not otherwise paid by Lessee, and second to make payments to Lessor as Rental Payments due under this Lease Agreement, all of which shall be paid immediately to Lessor. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Lease Agreement, and no termination of this Lease Agreement on account of default by Lessee shall be or become effective by operation of law, or otherwise, unless and until Lessor shall have given written notice to Lessee of the election on the part of Lessor to terminate this Lease Agreement. Lessee covenants and agrees that no surrender of the Leased Property or of the remainder of the Lease Term hereof or any termination of this Lease Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by Lessor by such written notice.

(d) Lessor may exercise all rights and remedies at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder;

(e) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover for the breach thereof, including the payment of all amounts due from Lessee, in which event Lessee shall pay or repay to Lessor all costs of such action or court action, including, without limitation, reasonable attorneys' fees; or

(f) If an Event of Default occurs and continues hereunder, Lessor may exercise its rights under the Site Lease.

**Section 36. Agreement To Pay Attorneys' Fees and Expenses.** In the event a party to this Lease Agreement should breach any of the provisions of this Lease Agreement and the other party should employ attorneys or incur other expenses for the collection of the payments due under this Lease Agreement or the enforcement of performance or observance of any

obligation or agreement on the part of the breaching party herein contained, the breaching party, including Lessee to the extent it may agree to do so pursuant to the applicable law, agrees to pay promptly to the other party the reasonable fees and expenses of such attorneys and such other reasonable out-of-pocket expenses so incurred, whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

**Section 37. No Remedy Exclusive.** No remedy herein conferred upon or reserved is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the exercise of any remedy reserved to it in this Section, it shall not be necessary to give any notice other than such notice as may be required in this Section. If any agreement contained in this Lease Agreement is breached by either party and thereafter waived by the other party, such waiver is limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

**Section 38. Lessor's Right To Perform Obligations.** If Lessee shall fail, refuse or neglect to make any payment or perform any act required by this Lease Agreement or any document to which it is a party, then while any Event of Default exists, and without notice to or demand upon Lessee and without waiving or releasing any other right, remedy or recourse Lessee may have because of such Event of Default, Lessor may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Lessee, and interest on such payment shall accumulate from the date of the advance at the Default Rate until such advance is paid, and Lessor shall have the right to enter for such purpose and to take all such action thereon and with respect to the Leased Property as it may deem necessary or appropriate. If Lessor shall elect to pay any sum due with reference to this Lease Agreement, Lessor may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof.

**Section 39. Notices.** All notices, certificates or other communications under this Lease Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses below (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee:

Dubuque Bank & Trust Company  
1398 Central Avenue  
Dubuque, IA 52001  
Attn: Tyson J. Leyendecker  
Phone: 563.584.2594  
Email: tleyendecker@dubuquebank.com



and to:

BluePath Finance LLC  
558 Presidio Blvd #B29048  
San Francisco, CA 94129  
Attn: Michael J.J. Cox, Chief Financial Officer  
Phone: 415.549.0742  
Email: michael@bluepathfinance.com

Woodbury County, Iowa  
620 Douglas Street  
Sioux City, IA 51101  
Attn: Matthew Ung  
Phone: 712.490.7852  
Email: mung@woodburycountyiowa.gov

**Section 40. Waiver of Notice.** Whenever in this Lease Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice, and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

**Section 41. Binding Effect.** This Lease Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 42. Severability.** In the event any provision of this Lease Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 43. Survival.** Notwithstanding the payment in full of all Rental Payments, all provisions in this Lease Agreement concerning (a) the interpretation of this Lease Agreement, (b) the applicable law, (c) Lessor's right to rely on facts or certificates, and (d) the immunity of any indemnified parties shall survive the termination of this Lease Agreement and any related documents.

**Section 44. Amendments, Changes and Modifications.**

(a) This Lease Agreement may only be amended with the prior written consent of the Servicer and Lessor.

(b) This Lease Agreement may only be amended by Lessor and Lessee in writing.

(c) Prior to the effective date of any such amendment, and as a condition precedent to the effectiveness thereof, Lessee shall at its expense obtain and provide to Lessor and the Servicer an opinion of counsel satisfactory to the Servicer and Lessor to the effect that such amendment will not (i) constitute a reissuance of this Lease

Agreement for federal income tax purposes, or (ii) cause the interest component of the Rental Payments to be included in gross income for federal income tax purposes or to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

**Section 45. Third-party Beneficiaries.** Nothing in this Lease Agreement shall confer any right upon any person other than the parties hereto and the specifically designated third-party beneficiaries of this Lease Agreement.

**Section 46. Execution in Counterparts.** This Lease Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The electronic signature of a party to this Lease Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Lease Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted or stored by electronic means, and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the Internet as a portable document format (“pdf”) or other replicating image attached to an email or Internet message.

**Section 47. Applicable Law.** This Lease Agreement shall be governed by and construed in accordance with the laws of the State. The venue for any action or dispute shall be Woodbury County, Iowa.

**Section 48. Captions.** The captions or headings in this Lease Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease Agreement.

**Section 49. No Merger.** It is the express intention of Lessor and Lessee that this Lease Agreement and the obligations of the parties hereunder are separate and distinct from the Site Lease, and the obligations of the parties hereunder are separate and distinct from the Site Lease and the obligations of the parties thereunder and that during the term of the Site Lease and this Lease Agreement, no merger of title or interest may occur or be deemed to occur as a result of the respective positions of Lessor and Lessee thereunder and hereunder.

**IN WITNESS WHEREOF**, Woodbury County, Iowa, and Dubuque Bank & Trust Company have caused this Lease Agreement to be executed in their names, each by its duly authorized officer or officers, all as of the date first above written.

LESSEE:

WOODBURY COUNTY, IOWA

By: \_\_\_\_\_  
Matthew Ung, County Board Chairman



LESSOR:

DUBUQUE BANK & TRUST COMPANY

By: \_\_\_\_\_



## **EXHIBIT A**

### **LEGAL DESCRIPTION OF SITE**

Real property in the City of Sergeant Bluff, County of Woodbury, State of Iowa, described as follows:

Northwest quarter of the Northwest quarter of Section Twenty-three (23), Township Eighty-eight, North of Range Forty-seven (47), excepting that part North and East of Adams Road.

## EXHIBIT B

### RENTAL PAYMENTS SCHEDULE

**Interest Rate.** The Interest Rate shall consist of the annual interest coupon of 3.25%. Upon an Event of Default described in Section 34 of the Lease Agreement, the Interest Rate shall be increased by 5% per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

Date	Principal Component	Interest Component	Rental Payments	Outstanding Principal	Purchase Price
10/19/2017	\$0.00	\$0.00	\$0.00	\$523,784.28	\$534,259.97
1/19/2018	24,224.96	4,255.75	28,480.71	499,559.32	509,550.50
4/19/2018	24,421.79	4,058.92	28,480.71	475,137.53	484,640.28
7/19/2018	24,620.22	3,860.49	28,480.71	450,517.31	459,527.66
10/19/2018	24,820.26	3,660.45	28,480.71	425,697.05	434,210.99
1/19/2019	25,021.92	3,458.79	28,480.71	400,675.13	408,688.63
4/19/2019	25,225.22	3,255.49	28,480.71	375,449.91	382,958.91
7/19/2019	25,430.18	3,050.53	28,480.71	350,019.73	357,020.12
10/19/2019	25,636.80	2,843.91	28,480.71	324,382.93	330,870.59
1/19/2020	25,845.10	2,635.61	28,480.71	298,537.83	304,508.59
4/19/2020	26,055.09	2,425.62	28,480.71	272,482.74	277,932.39
7/19/2020	26,266.79	2,213.92	28,480.71	246,215.95	251,140.27
10/19/2020	26,480.21	2,000.50	28,480.71	219,735.75	224,130.46
1/19/2021	26,695.36	1,785.35	28,480.71	193,040.39	196,901.20
4/19/2021	26,912.26	1,568.45	28,480.71	166,128.13	169,450.70
7/19/2021	27,130.92	1,349.79	28,480.71	138,997.21	141,777.16
10/19/2021	27,351.36	1,129.35	28,480.71	111,645.86	113,878.77
1/19/2022	27,573.59	907.12	28,480.71	84,072.27	85,753.72
4/19/2022	27,797.62	683.09	28,480.71	56,274.65	57,400.14
7/19/2022	28,023.48	457.23	28,480.71	28,251.17	28,816.19
10/19/2022	28,251.17	229.54	28,480.71	0.00	0.00
<b>Totals</b>	<b>\$523,784.28</b>	<b>\$45,829.92</b>	<b>\$569,614.20</b>		

[Signature page follows]



IN WITNESS WHEREOF, as of the date written above, the parties agree to the terms above.

LESSEE:

WOODBURY COUNTY, IOWA

By: \_\_\_\_\_  
Matthew Ung  
County Board Chairman

LESSOR:

DUBUQUE BANK & TRUST COMPANY

By: \_\_\_\_\_

[Signature Page to Rental Payment Schedule]

**COUNTY CLOSING CERTIFICATE**

Woodbury County, Iowa  
Lease Purchase Agreement  
in the original principal amount of \$523,784.28

Dated October 19, 2017

The undersigned, acting for and on behalf of Woodbury County, Iowa (the "Lessee"), do hereby certify as follows with respect to that certain Lease Purchase Agreement dated October 19, 2017 (the "Lease") between the Lessee, as lessee and Dubuque Bank & Trust Company (the "Lessor") as lessor and that certain Site Lease dated October 19, 2017 ("Site Lease," and collectively with the Lease, the "Lease Agreement") between the Lessee, as lessor and the Lessor, as lessee. Capitalized terms not otherwise defined herein are defined in the Lease Agreement.

1. The undersigned are the duly elected or appointed, qualified Chairman and Vice Chairman of the Woodbury County Board of Supervisors and, as such, are familiar with the matters set forth below and the books, records and proceedings of the Lessee, and are authorized to execute and deliver this certificate pursuant to the "Resolution" (as defined herein).

2. A regular meeting of the Woodbury County Board of Supervisors (the "Board") was duly called, noticed and held on October 17, 2017, in accordance with the laws of the State of Iowa. At such meeting, a quorum was present and acting throughout. Copies of the agenda and minutes of such meeting are attached hereto as Exhibit A. At such meeting, the Board adopted the resolution in connection with the Lease Agreement (the "Resolution"). The Resolution has not been amended, modified or supplemented, is in the same form and text as the resolution that was before and adopted by the Board of the Lessee at the meeting of October 17, 2017 and is in full force and effect as of the date hereof.

3. Pursuant to Iowa Code Chapter 21.3 and 2.14, the Board held its meeting as described in the previous paragraph at least 24 hours' advance public notice was provided regarding the Project and the entering into of each of the financing agreements associated with the above-captioned financing. Said notice was published on the Lessee's website and posted in public places at which the Lessee regularly provides notice to the public.

4. The persons named below were on October 17, 2017, and on the date hereof, are the Chairman and Vice Chairman of the Woodbury County Board of Supervisors:

<b>Name</b>	<b>Office</b>
Matthew Ung	Chairman
Jeremy Taylor	Vice Chairman

5. To the best of each of the undersigned's knowledge, there is no litigation pending or threatened affecting or questioning in any manner whatsoever the rights of the members of the Board to their respective offices or affecting the organization, existence or powers of the Lessee.

6. The representations, warranties and agreements of the Lessee in the Lease Agreement, that certain Tax Certificate dated the date hereof (“Tax Certificate”), executed by the Lessee, that certain Disbursement Agreement dated the date hereof (“Disbursement Agreement”), and all financial statements and other information concerning the Lessee delivered to the Lessor, and such other certificates, agreements and instruments as are executed by the Lessee in connection with the execution and delivery of the Lease Agreement (collectively, the “Transaction Documents”) are, to the best of the Lessee’s knowledge, true, correct and complete in all material respects as of and as if made on the date hereof, and the Lessee has complied with all the terms and agreements and satisfied all conditions on its part to be complied with, performed or satisfied in accordance with the Transaction Documents at or prior to the date hereof. To the best knowledge of the undersigned, no default or Event of Default described in any of the Transaction Documents has occurred and is continuing, nor has any event occurred which, with the passage of time or the giving of notice or both, would constitute a default or Event of Default as described therein.

7. To the best knowledge of the undersigned, no litigation is pending or threatened in any court or other such forum in any way (i) contesting the existence or powers of the Lessee to enter into and perform the transactions contemplated by the Transaction Documents, (ii) seeking to restrain or enjoin the execution, delivery or performance by Lessee of the Transaction Documents, or (iii) contesting the validity and enforceability in accordance with their respective terms of the Transaction Documents.

8. As of the date hereof, all necessary and appropriate actions, consents, approvals and actions of the Lessee relating to the execution and delivery of the Transaction Documents, and the adoption of and performance of the Lessee’s obligations pursuant to the Transaction Documents, as applicable, have been taken, are in full force and effect and have not been amended, modified or supplemented.

9. To the best of the knowledge of the undersigned, none of the execution, delivery and performance by the Lessee of the Transaction Documents, consummation of the transactions therein contemplated, or compliance with the provisions thereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Lessee, or the provisions of any other indenture, instrument or agreement to which the Lessee is a party or is subject, or by which it or its property is bound, or conflict with or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of any such other indenture, instrument or agreement.

10. The Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby.

11. The Woodbury County Finance Director named in Exhibit B is the duly elected, or appointed, and acting official of Lessee (individually, the “Authorized Officer,”), as of the date hereof, and the signature above said person’s name is the true and accurate signature of each such Authorized Officer.

12. The Authorized Officers are duly authorized, pursuant to the Resolution, to negotiate, execute and deliver the Transaction Documents, which agreements are valid, binding and enforceable agreements of the Lessee, enforceable in all respects in accordance with their respective terms.

13. This certificate is for the benefit of the Lessor and the successors and assigns of each said party.

14. Pursuant to Section 23 of Lease, the Lessee maintains various insurance policies required by the Lease Agreement, insuring the Lessee against certain losses to the Lessee contemplated by Section 23 of the Lease.

The Lessee understands that the certification contained in this Certificate and in the Tax Certificate will be relied on by Kutak Rock LLP, as special counsel, in rendering certain of its opinions in connection with the execution and delivery of the Lease Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date first above written, and each of the undersigned by the execution hereof attests that the signature of the other is genuine.

WOODBURY COUNTY, IOWA

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT A**  
**BOARD MEETING AGENDA**

[See Attached]

**EXHIBIT B**

Name:

Title:

Signature

Matthew Ung

County Board Chairman

\_\_\_\_\_

## **DISBURSEMENT AGREEMENT**

**THIS DISBURSEMENT AGREEMENT** (this “Disbursement Agreement”), is dated October 19, 2017 by and among **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as disbursement agent (“Disbursement Agent”), **BLUEPATH FINANCE LLC**, as Servicer (the “Servicer”) **WOODBURY COUNTY, IOWA** (“Lessee”), and **DUBUQUE BANK & TRUST COMPANY** (“Lessor”) under that certain Lease Purchase Agreement, dated October 19, 2017 between Lessee and Lessor (hereinafter referred to as the “Lease Agreement”), covering the acquisition, construction, installation and lease of certain sheriff’s training facility described therein (the “Project”).

It is a requirement of the Lease Agreement that the Acquisition Amount of \$523,784.28 will be disbursed, in one or more disbursements, under terms satisfactory to Lessor, for the purpose of fully funding the Lease Agreement, and providing a mechanism for the application of such amounts to the acquisition, construction and installation of and payment for the Project.

The parties agree as follows:

**1. Creation of Acquisition Fund; Costs of Issuance Fund.**

(a) There is hereby created by Disbursement Agent a special trust fund to be known as the “Woodbury County Iowa Project Acquisition Fund” (the “Acquisition Fund”) and a special trust fund to be known as the “Costs of Issuance Fund” to be held in trust by Disbursement Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) On the date hereof, from the proceeds of the Lease Agreement, the Lessee has caused the amount of \$523,784.28 to be transferred to Disbursement Agent for deposit into the Acquisition Fund, and \$8,750 from the proceeds of the Lease Agreement will be deposited into the Costs of Issuance Fund.

(c) Amounts maintained in the Acquisition Fund shall remain uninvested.

(d) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by Disbursement Agent in payment of amounts described in Section 2.

(e) The Acquisition Fund shall be terminated at the earlier of (i) the final distribution of amounts in the Acquisition Fund, or (ii) the occurrence of a default under the Lease Agreement.

(f) Unless Disbursement Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, to the extent permitted by law, Lessee agrees to and does hereby release and indemnify Disbursement Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting under this Disbursement Agreement, and in connection therewith does to the extent permitted by law and from funds legally available



for such purpose indemnify Disbursement Agent against any and all expenses including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim except as provided in this or any other agreement between Disbursement Agent and Lessee.

**2. Acquisition and Construction of the Project; Costs of Issuance Fund.**

(a) **Construction Contracts.** Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition, construction and installation of the Project with moneys from the Acquisition Fund. Lessee represents that the estimated costs of the Project are within the funds estimated to be available therefor, and Disbursement Agent makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, construction, equipping and installation of the Project and the operation and maintenance thereof.

(b) **Authorized Acquisition Fund Disbursements.** Disbursements from the Acquisition Fund shall be made for the purpose of paying the cost of acquiring and constructing the Project.

(c) **Requisition Procedure.** Prior to disbursement from the Acquisition Fund, there shall be filed with the Disbursement Agent a requisition for such payment in the form of Disbursement Request attached hereto as Exhibit A, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and shall be subject to the following:

(i) Lessee shall certify that: (A) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Acquisition Fund for costs relating to the Project identified in the Lease Agreement, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (B) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (C) such requisition contains no item representing payment on account or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (D) the Project is insured in accordance with the Lease Agreement; (E) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing; and (F) the representations, warranties and covenants of Lessee set forth in the Lease Agreement are true and correct as of the date thereof.

(ii) Lessee shall deliver invoices to Disbursement Agent (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Project has passed to Lessee) as required by Section 15 of the Lease

Agreement and any additional documentation reasonably requested by Disbursement Agent; and

(iii) The disbursement shall occur during the Lease Term.

(d) ***Costs of Issuance Fund.***

(i) Disbursement Agent shall keep the Costs of Issuance Fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided herein. There shall be deposited into the Costs of Issuance Fund from the proceeds of the sale of the Rental Payments the amount required to be deposited therein pursuant to Section 1 hereof.

(ii) Amounts in the Costs of Issuance Fund shall be disbursed by Disbursement Agent to pay Costs of Issuance as defined in the Lease Agreement as set forth in Schedule 1 hereto.

(iii) Upon payment of all Costs of Issuance, which shall be determined by a certificate of the Authorized Representative to that effect, and in any event not later than three months after the Closing Date, Disbursement Agent shall close the Costs of Issuance Fund and transfer any funds remaining therein to the Acquisition Fund as directed by Lessee.

3. **Maintenance of Acquisition Fund.** Upon satisfaction of the conditions specified in Section 15 of the Lease Agreement and receipt of an acceptable requisition from the Lessee, Disbursement Agent will deliver, in one or more distributions, a portion of the Acquisition Amount from the Acquisition Fund described on the requisition, which amount shall not exceed \$523,784.28.

4. **Excess Amounts in Acquisition Fund.** Any funds remaining in the Acquisition Fund on or after the earlier of (a) the expiration of the Lease Term or (b) upon a termination of the Acquisition Fund as otherwise provided herein shall be applied by Disbursement Agent to the prepayment price owed under this Disbursement Agreement in accordance with Section 15 of the Lease Agreement.

5. **Security Interest.** Disbursement Agent and Lessee acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Disbursement Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor, a first priority perfected security interest in the Acquisition Fund and all proceeds thereof and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund or any part thereof is converted to investments as set forth in this Disbursement Agreement, such investments shall be made in the name of Disbursement Agent, and Disbursement Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. **Control of Acquisition Fund.** In order to perfect Lessor's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund,

(iii) all of Lessee's rights in respect of the Acquisition Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Disbursement Agent and Lessee further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of Iowa (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Disbursement Agreement.

(b) Disbursement Agent hereby represents and warrants (i) that the records of Disbursement Agent show Lessee is the sole owner of the Collateral, (ii) that Disbursement Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim under this Agreement and (iii) that Disbursement Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders Disbursement Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Disbursement Agent, subject to the provisions of paragraph (d) below, is obligated to accept from the Lessee.

(c) Without the prior written consent of Lessor, Disbursement Agent will not enter into any agreement by which Disbursement Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (d) below, the Lessee, with respect to Lessor's interest in the Collateral. Disbursement Agent will promptly notify the lessor if any person requests Disbursement Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(d) Except as otherwise provided in this Section 6 and subject to Section 1(c) hereof, Disbursement Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral relating to Lessor's interest from the Acquisition Fund. Disbursement Agent acknowledges Lessor reserves the right, by delivery of written notice to Disbursement Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral relating to Lessor's interest held in the Acquisition Fund. Further, Disbursement Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Disbursement Agent (once it has had a reasonable opportunity to comply therewith) relating to Lessor's interest and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(e) Lessee hereby irrevocably authorized Disbursement Agent to comply with all instructions and entitlement orders delivered by Lessor to Disbursement Agent in relation to Lessor's interest.

(f) Disbursement Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Disbursement Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(g) Disbursement Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or set to Lessee with respect to the Acquisition Fund.

7. **Disbursement Agent's Annual Fee.** The Lessee expressly agrees that to compensate Disbursement Agent for performing the services described herein, Lessee agrees to pay an annual fee to Disbursement Agent in accordance with the particular arrangements between Lessee and Disbursement Agent. Nothing herein shall limit the right of Disbursement Agent to debit the Acquisition Fund for payment without any additional authorization beyond this Section 7 of Disbursement Agent's then current annual fee associated with the Acquisition Fund that shall be due and owing to Disbursement Agent at the time of such payment.

8. **Miscellaneous.** Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease Agreement. This Disbursement Agreement may not be amended except in writing signed by the parties hereto. This Disbursement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument, and each of which shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first-class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Disbursement Agent: U.S. Bank National Association  
Global Corporate Trust Services  
U.S. Bank Center, LM-AZ-X16P  
101 North First Avenue, Suite 1600  
Phoenix, AZ 85003  
Attention: Keith Henselen, Vice President  
Email: keith.henselen@usbank.com

If to Lessee: Woodbury County, Iowa  
620 Douglas Street  
Sioux City, IA 51101  
Attention: Matthew Ung  
Telephone: 712.490.7852  
Email: mung@woodburycountyiowa.gov

If to Lessor:

Dubuque Bank & Trust Company  
1398 Central Avenue  
Dubuque, IA 52001  
Attention: Tyson J. Leyendecker  
Telephone: (563) 584-2594  
Email: tleyendecker@dubuquebank.com

If to Servicer:

BluePath Finance LLC  
558 Presidio Blvd #B29048  
San Francisco, CA 94129  
Attention: Michael J.J. Cox, Chief Financial Officer  
Telephone: 415-279-0109  
Email: michael@bluepathfinance.com

IN WITNESS WHEREOF, the parties have executed this Disbursement Agreement as of the date first above written.

WOODBURY COUNTY, IOWA

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION, as  
Disbursement Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

DUBUQUE BANK & TRUST

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

BLUEPATH FINANCE, LLC, as Servicer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**SCHEDULE 1**  
**COSTS OF ISSUANCE**

<b>Costs of Issuance Payee</b>		<b>Amount</b>
U.S. Bank National Association	\$1,250	
Kutak Rock LLP	\$7,500	

**EXHIBIT A**

**FORM OF DISBURSEMENT REQUEST**

\$523,784.28

WOODBURY COUNTY, IOWA

Lease Purchase Agreement

**DISBURSEMENT REQUEST NO. [\_\_\_]**

Re: Lease Purchase Agreement, dated October 19, 2017 (the “Lease Agreement”), between Dubuque Bank & Trust Company, as Lessor (“Lessor”), and Woodbury County, Iowa, as Lessee (“Lessee”). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease Agreement.

In accordance with the terms of Disbursement Agreement, dated October 19, 2017 (the “Disbursement Agreement”) by and among U.S. Bank National Association, in its capacity as disbursement agent (“Disbursement Agent”), BluePath Finance LLC, as Servicer (“Servicer”), Lessor and Lessee, the undersigned hereby requests Disbursement Agent to pay to the following persons the following amounts from the [Acquisition Fund][Costs of Issuance Fund] created pursuant to Disbursement Agreement for the following purposes:

<b>Payee’s Name and Address</b>	<b>Dollar Amount</b>	<b>Purpose</b>

1. The undersigned hereby certifies as follows:
2. Obligations in the stated amounts have been incurred by the Lessee, and the same are proper charges against the [Acquisition Fund][Costs of Issuance Fund] for the Project relating to the Lease Agreement and have not been paid (or have been paid by the Lessee and the Lessee requests reimbursement thereof).
3. The undersigned, as Authorized Officer, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.
4. This requisition contains no item representing payment on account, or any retained percentages which the Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the Lessee).
5. The Project (as defined and described in the Lease Agreement) is insured in accordance with the Lease Agreement.



6. No event of nonappropriation or Event of Default, and no event which with notice or lapse of time, or both, would become an event of nonappropriation or Event of Default described in the Lease Agreement has occurred and is continuing at the date hereof.

7. The disbursement shall occur during the Lease Term.

8. No Material Adverse Change in the Lessee's financial condition has occurred since the date of the execution of the Lease Agreement.

9. The representations, warranties and covenants of the Lessee set forth in the Lease Agreement are true and correct as of the date hereof.

Dated: \_\_\_\_\_

WOODBURY COUNTY, IOWA, as Lessee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Disbursement of funds from the Acquisition  
Fund in accordance with the foregoing  
Disbursement Request is hereby approved.

BLUEPATH FINANCE LLC

By \_\_\_\_\_  
Authorized Officer

Form 8038-G (Rev. September 2011) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations Under Internal Revenue Code section 149(e) See separate instructions. Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority. Includes fields for Issuer's name (Woodbury County), Issuer's employer identification number (42-6005221), Name of person (Matthew Ung, County Board Chairman), Address (620 Douglas Street, Sioux City, IA 51101), Report number (3), Date of issue (10/19/2017), CUSIP number (None), and Telephone number of officer (712-490-7852).

Part II Type of Issue (enter the issue price). See instructions and attach schedule. Includes categories 11-18 for Education, Health and hospital, Transportation, Public safety, Environment, Housing, Utilities, and Other. Includes checkboxes for TANs, RANs, BANS, and lease/installment sale.

Part III Description of Obligations. Table with 5 columns: (a) Final maturity date (10/19/2022), (b) Issue price (\$523,784.28), (c) Stated redemption price at maturity (\$523,784.28), (d) Weighted average maturity (2.69 years), (e) Yield (3.2284%).

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount). Includes fields 22-30 for accrued interest, issue price, issuance costs, credit enhancement, reserve, refund prior issues, and total proceeds.

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. Includes fields 31-34 for remaining weighted average maturity, advance refund maturity, call date, and issue date.

<b>Part VI</b>	<b>Miscellaneous</b>			
<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	<b>35</b>	\$ 0	00
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) .....	<b>36a</b>	\$ 0	00
<b>b</b>	Enter the final maturity date of the GIC ▶ _____			
<b>c</b>	Enter the name of the GIC provider ▶ _____			
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units .....	<b>37</b>	\$ 0	00
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b>	Enter the date of the master pool obligation ▶ _____			
<b>c</b>	Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b>	Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box .....			<input checked="" type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box .....			<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b>	Name of hedge provider ▶ _____			
<b>c</b>	Type of hedge ▶ _____			
<b>d</b>	Term of hedge ▶ _____			
<b>42</b>	If the issuer has superintegrated the hedge, check box .....			<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds on this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box .....			<input checked="" type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box .....			<input checked="" type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement .....			\$ 0.00
<b>b</b>	Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____ <span style="float:right">10/19/2017</span>				▶ <i>Dennis Butler, Finance Director</i>
	Signature of issuer's authorized representative	Date			Type or print name and title
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <i>Matthias M. Edrich, Esq.</i>	Preparer's signature	Date <i>10/11/2017</i>	Check if self-employed <input type="checkbox"/>	PTIN <i>P01622055</i>
	Firm's name ▶ <i>Kutak Rock LLP</i>			Firm's EIN ▶ <i>47-0597598</i>	
	Firm's address ▶ <i>1801 California Street, Suite 3000, Denver, Colorado 80202</i>			Phone no.: <i>(303) 297-2400</i>	

**\$523,784.28**  
**WOODBURY COUNTY, IOWA**

**LEASE PURCHASE AGREEMENT**

**DATED OCTOBER 19, 2017**

**Between**

**DUBUQUE BANK & TRUST COMPANY,**  
**as Lessor,**

**and**

**WOODBURY COUNTY, IOWA,**  
**as Lessee**

---

**TAX CERTIFICATE**

---

**THIS TAX CERTIFICATE** (the “Tax Certificate”) is executed on October 19, 2017 (the “Closing Date”), by Woodbury County Iowa, a public body, corporate and politic, duly organized and existing under the laws of the State of Iowa (the “Lessee”), in connection with the execution and delivery on the date hereof of the Lease Purchase Agreement, dated October 19, 2017 (the “Lease Agreement”), between Dubuque Bank & Trust Company, as lessor (the “Lessor”), and the Lessee, in order to finance the costs of the construction of that certain sheriff’s training facility, as more fully described on Exhibit A (the “Project”).

The undersigned is an officer of the Lessee who is charged, with others, with responsibility for executing and delivering the Lease Agreement. The undersigned is an authorized representative of the Lessee and is acting for and on behalf of the Lessee in executing this Tax Certificate.

This Tax Certificate sets forth various facts regarding the Lease Agreement, and establishes the reasonable expectations of the Lessee as to future events regarding the Lease Agreement and the use of the proceeds of the Lease Agreement.

**NOW, THEREFORE**, the Lessee hereby certifies, covenants, represents and agrees as follows:

## ARTICLE I

### GENERAL

**Section 1.01. Authorization.** The Lease Agreement is being executed and delivered by the Lessee pursuant to a resolution adopted and passed by the Woodbury County Board of Supervisors of the Lessee (the “Governing Board”) on October 17, 2017 (the “Resolution”).

**Section 1.02. Definitions.** Capitalized terms used but not otherwise defined have the respective meanings set forth in the Lease Agreement.

“*Closing Date*” or “*Issue Date*” means October 19, 2017 the date hereof.

“*Sale Date*” means October 19, 2017, the date on which there was a binding commitment to enter into the Lease Agreement.

**Section 1.03. Purpose of the Lease Agreement.** The Lease Agreement is being executed and delivered for the benefit of the Lessee to finance the Project, as more fully described on Exhibit A, and in the Construction Agreement between the Lessee and The Baker Group, and to pay costs associated with the execution and delivery of the Lease Agreement (the “Costs of Issuance”). The Lease Agreement will be used to finance the Project and the Costs of Issuance.

**Section 1.04. Basis for Tax Certificate and Reliance on Other Parties.** This Tax Certificate is based on facts, estimates, and circumstances in existence on the date hereof, which is the date of the execution and delivery of the Lease Agreement. To the best knowledge, information and belief of the undersigned, the expectations set forth in this Tax Certificate are reasonable. The expectations of the Lessee concerning certain uses of the proceeds of the Lease Agreement and other matters set forth in this Tax Certificate are based in whole or in part on representations and certifications of other parties delivered concurrently herewith. The Lessee is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation or certification made in this Tax Certificate or the accompanying obligations.

**Section 1.05. Single Issue for Tax Purposes.** No obligations, other than those comprising the Lease Agreement, are (i) being sold at substantially the same time (i.e., within 15 days of the Sale Date) as the Lease Agreement, (ii) being sold pursuant to the same plan of financing as the Lease Agreement, and (iii) reasonably expected to be paid from substantially the same source of funds as the Lease Agreement, determined without regard to guarantees from unrelated parties.

**Section 1.06. Reimbursement.** The Lessee does not reasonably expect to use any of the “Proceeds” of the Lease Agreement to reimburse itself for expenditures made prior to the Issue Date. The “Proceeds” of the Lease Agreement, as such term is used herein, consists of the Acquisition Amount of \$523,784.28 defined in the Lease Agreement plus any and all investment earnings achieved from the investment of the Acquisition Amount.

**Section 1.07. Disposition of Financed Property.** The Project is and will be owned exclusively by the Lessee or a State of local government. The Lessee does not intend to sell or

otherwise dispose of the Project or any portion thereof during the term of the Lease Agreement except for dispositions of property in the normal course at the end of such property's useful life to the Lessee. If the Project or any portion thereof is sold or otherwise disposed of during the term of the Lease Agreement, the Lessee agrees to take any remedial actions required by counsel.

## ARTICLE II

### ARBITRAGE

**Section 2.01. Reasonable Expectations.** This Article II states the reasonable expectations, statements of facts and estimates of the Lessee with respect to the amount and use of the proceeds of the Lease Agreement. On the basis of the following, it is expected that the Lease Agreement will meet the requirements of the Code.

#### **Section 2.02. Issue Price and Sale Proceeds.**

(a) ***Issue Price of Lease Agreement.*** The Lessor has certified to the Lessee that the purchase price of the Lease Agreement is \$523,784.28, as set forth in the Purchaser's Certificate of Lessor of even date herewith. Such amount represents 100% of the principal portion of the payments to be made under the Lease Agreement, with no original issue premium or discount.

(b) ***Sale Proceeds.*** The "Sale Proceeds" of the Lease Agreement, as defined in Regulations Section 1.148-1(b), include amounts actually or constructively received from the execution and delivery of the Lease Agreement. Accordingly, the Sale Proceeds of the Lease Agreement are \$523,784.28.

(c) ***Uses of Proceeds of Lease Agreement.*** The Sale Proceeds of the Lease Agreement are reasonably expected to be needed and fully expended. The Sale Proceeds of \$523,784.28 will be deposited in the Acquisition Fund established pursuant to the Disbursement Agreement and will be used as follows:

- (i) \$515,034.28 to pay Acquisition Fund; and
- (ii) \$8,750 to pay Costs of Issuance.

**Section 2.03. Required Spending Period.** The Lessee reasonably expects that at least 85% of the Sale Proceeds will be spent within three years of the Issue Date (the "Expenditure Period"). The Lessee further reasonably expects that within six months of the Issue Date, a substantial binding obligations to a third party to expend at least 5% of the Sale Proceeds on the Project will be incurred or has been already incurred.

**Section 2.04. Yield on the Lease.** For purposes of this Tax Certificate, yield, including the yield on the Lease Agreement, is the discount rate that, when used in computing the present value on the Closing Date of all the expected issue payments of principal and interest and fees for qualified guarantees that are paid and to be paid on the Lease Agreement, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Lease Agreement on the Closing Date. The yield was computed on the basis of semiannual compounding

and a 360 day year. In the case of the Lease Agreement, the term “purchase price” means the Acquisition Amount. The present value on the Closing Date of the issue price of the Lease Agreement and based upon certain information provided by the Lessor is \$523,784.28. The yield on the Lease Agreement, computed in this manner and based upon calculations provided by the Lessor is 3.2884%. See the Purchaser’s Closing Certificate included in the transcript for the Lease Agreement.

**Section 2.05. Acquisition Fund; Costs of Issuance Fund.**

(a) **General.** The Acquisition Fund is created and established pursuant to the Disbursement Agreement.

(b) **Acquisition Fund.** Proceeds in the Acquisition Fund may be invested at an unrestricted yield during the Expenditure Period. Any Proceeds remaining in the Acquisition Fund after the end of the Expenditure Period will be subject to the arbitrage yield restrictions of Section 148(f) of the Code.

**Section 2.06. No Replacement Proceeds.** Other than proceeds of the Lease Agreement, there are no funds that could legally and practically be used for the purposes for which the Lease Agreement is being executed and delivered that are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes. Accordingly, no portion of the proceeds of the Lease Agreement will be used (i) directly or indirectly to replace funds of the Lessee that could be used for the purposes for which the Lease Agreement is being executed and delivered, or (ii) to replace any proceeds of any prior issuance of obligations by the Lessee.

**Section 2.07. No Abusive Arbitrage Device.** The Lessee hereby certifies, warrants and covenants that the Lease Agreement is not and will not be part of a transaction or series of transactions that (i) attempts to circumvent the provisions of Section 148 of the Code and related Regulations, thereby enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage, or (ii) overburdens the tax-exempt bond market in any manner, including, without limitation, causing the execution of more obligations, causing obligations to be executed and delivered earlier, or allowing them to remain outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Lease Agreement.

**Section 2.08. No Sinking or Pledged Funds.** No accounts have been or are expected to be established, and no moneys or property have been or are expected to be available or pledged (no matter where held or the source thereof), that are expected to be used or available to pay, directly or indirectly, principal or interest with respect to the Lease Agreement, or restricted so as to give reasonable assurance of their availability for such purposes.

**Section 2.09. No Overissuance.** The total proceeds to be received from the execution and delivery of the Lease Agreement and the anticipated investment earnings thereon do not exceed the total of the amounts necessary to finance the governmental purposes for which the Lease Agreement is executed and delivered as described above.

## ARTICLE III

### REBATE

**Section 3.01. Undertakings.** The Lessee has covenanted to comply with certain requirements of the Code and the Regulations with respect to the payment of any arbitrage rebate amount that may become due to the United States, including the proper method for computing whether any rebate amount is due the federal government pursuant to Code Section 148(f) and Regulations Sections 1.148-0 through 1.148-11, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2.

**Section 3.02. Recordkeeping.** Detailed records with respect to each and every Nonpurpose Investment attributable to “Gross Proceeds” (within the meaning of Regulations Section 1.148-1(b)) of the Lease Agreement must be maintained by the Disbursement Agent and the Lessee including: (i) purchase date, (ii) purchase price, (iii) any accrued interest paid, (iv) face amount, (v) coupon rate, (vi) periodicity of interest payments, (vii) disposition price, (viii) any accrued interest received, (ix) disposition date, and (x) broker’s fees. Such detailed record keeping is required for the calculation of the rebate amount (within the meaning of Regulations Section 1.148-3), which, in part, will require a determination of the difference between the actual aggregate earnings of all Nonpurpose Investments and the amount of such earnings assuming a yield equal to the yield on the Lease Agreement.

#### **Section 3.03. Rebate Amount Calculation and Payment.**

(a) The Lessee represents, warrants and covenants that it will prepare or cause to be prepared a calculation of the rebate amount with respect to the Lease Agreement consistent with the rules described in this Section 3.03. This calculation may include a detailed description of how the Lease Agreement qualifies for any applicable spend down exception pursuant to Section 148 of the Code and Regulations Section 1.148-7. The Lessee will prepare or cause to be prepared the calculation of the rebate amount (i) within 45 days after a date that is not later than five years from the date hereof, and each fifth year thereafter so long as the Lease Agreement remains unpaid, and (ii) within 45 days after the first date on which there are no unpaid amounts pursuant to the Lease Agreement. Not later than 55 days after a date that is not later than five years from the date hereof, and each fifth year thereafter so long as any amounts remain unpaid pursuant to the Lease Agreement, and within 55 days after the last amount is paid pursuant to the Lease Agreement, the Lessee shall deposit in the Rebate Fund any amount necessary to increase the sum held by the Lessee in such fund to any amount required to be paid pursuant to paragraph (c) hereof.

(b) For purposes of calculating the rebate amount (i) the aggregate amount earned with respect to a Nonpurpose Investment shall be determined by assuming that the Nonpurpose Investment was acquired for an amount equal to its value at the time it becomes a Nonpurpose Investment, and (ii) the aggregate amount earned with respect to any Nonpurpose Investment shall include any unrealized gain or loss with respect to the Nonpurpose Investment on the first date when there are no unpaid Lease Payments pursuant to the Lease Agreement or when the investment ceases to be a Nonpurpose Investment.



(c) The Lessee will pay to the United States Treasury, out of designated funds (i) not later than sixty (60) days after the end of each five-year period beginning with the date hereof, a payment equal to at least 90% of the rebate amount with respect to the Lease Agreement, calculated as of the date of such payment, and (ii) not later than sixty (60) days after the first date when there are no unpaid Lease Payments pursuant to the Lease Agreement, an amount equal to 100% of the rebate amount (determined as of the first date when there are no unpaid Lease Payments pursuant to the Lease Agreement) plus any actual or imputed earnings on such rebate amount, all as set forth in Regulations Sections 1.148-1 through 1.148-11 and as determined by or on behalf of the Lessee.

(d) Each payment required to be made pursuant hereto relating to the Lease Agreement will be filed with the Internal Revenue Service Center, Ogden, Utah 84201-0027, or such other address as may be specified by the Internal Revenue Service, on or before the date such payment is due, and will be accompanied by Internal Revenue Service Form 8038-T or the successor form then in effect. The Lessee must retain records of the calculations required by this Section 3.03 until three years after the last payment with respect to the Lease Agreement.

**Section 3.04. Segregation of Proceeds.** In order to perform the calculations required by the Code, it is necessary to track separately all of the Gross Proceeds. To that end, the Lessee hereby agrees to instruct the Disbursement Agent to establish separate funds, accounts or subaccounts or take other accounting measures in order to account fully for all Gross Proceeds.

**Section 3.05. Valuation of Investments.** For all purposes of Section 148 of the Code, the value of an investment allocated to the Lease Agreement (including a payment or receipt on the investment) on a date must be determined using valuation methods described in the Code.

## ARTICLE IV

### OTHER MATTERS

#### **Section 4.01. Reliance.**

(a) The Lessee hereby acknowledges and agrees that the certifications, representations and warranties set forth in this Tax Certificate may be relied upon by Kutak Rock LLP, Special Counsel, in rendering its opinions with respect to the Lease Agreement. To the best of the undersigned's knowledge, information and belief, there are no facts, estimates or circumstances that would materially change any of the foregoing certifications.

(b) The Lessee acknowledges and agrees that in rendering its opinion, Special Counsel has assumed the truthfulness and accuracy of the representations, warranties and certifications made by the Lessee in this Tax Certificate, in the Lease Agreement and other related documents.

**Section 4.02. EIN Number and Information Reporting.** The Lessee's federal employer identification number is 42-6005221. The information contained in the Form 8038-G with respect

to the Lease Agreement was supplied by or on behalf of the Lessee and is correct. The employment identification number for the Lessor is 42-0223620.

**Section 4.03. Filing Requirements.** The Lessee shall file or cause to be filed such reports or other documents with the Internal Revenue Service as may be required by the Code from time to time (e.g., Form 8038-G and Form 8038-T).

**Section 4.04. The Disbursement Agent.** The Disbursement Agent will act as specifically provided herein, in the Lease Agreement and in the Disbursement Agreement and may exercise such additional powers as are reasonably incidental hereto and thereto and the liability of the Disbursement Agent hereunder shall be subject to the limitations contained in the Disbursement Agreement. The Disbursement Agent shall act as the agent of and on behalf of the Lessee and any act required to be performed by the Lessee as herein provided shall be deemed taken if such act is performed by the Disbursement Agent. The Disbursement Agent may consult with legal counsel selected by it (the reasonable fees of which such counsel shall be paid by the Lessee), and any action taken or suffered by it reasonably and in good faith in accordance with the opinion of such counsel shall be full justification and protection to it.

**Section 4.05. Remedial Action.** The Lessee will monitor the expenditure of the Proceeds and the use of the facilities financed with the Proceeds in order to assure that the Lease Agreement continues to qualify as “qualified bond” within the meaning of Section 141(e) of the Code, and the Lessee will consult with Special Counsel as necessary to determine whether, and to what extent, if as a result of any change in the use or purpose of the financed facilities any remedial action is required under Regulations Section 1.141-12. The Regulations promulgated thereunder are described in Exhibit B.

**Section 4.06. Post-Issuance Compliance Procedures.** The Lessee hereby agrees to comply with the post-issuance tax compliance procedures attached hereto as Exhibit C or any amendments thereto. In furtherance of the Lessee’s covenant to comply with these procedures, the Lessee has designated Matthew Ung, County Board Chairman, to serve as its compliance officer for this transaction.

**Section 4.07. Amendment and Supplementation.** Notwithstanding any other provision herein, if an amendment, supplementation or modification hereto becomes necessary, the Lessee will amend, supplement or modify this Tax Certificate only upon receipt of an approving opinion of Special Counsel.

**Section 4.08. Survival of Defeasance.** Notwithstanding anything in this Tax Certificate or any other provisions of the Lease Agreement to the contrary, the obligation to remit the rebate amount to the United States Treasury and to comply with all other requirements contained in this Tax Certificate will survive the defeasance of the Lease Agreement.

**Section 4.09. Bank Qualified.** The Lessee hereby designates the Lease Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Lessee hereby covenants that the aggregate face amount of all tax-exempt obligations issued by the Lessee, together with governmental entities which derive their issuing authority from the Lessee or are subject to substantial control by the Lessee, shall not be more than \$10,000,000 during the

2017 calendar year. The Lessee recognizes that such tax-exempt obligations include notes, leases, loans and warrants, as well as bonds. Accordingly, the Lease Agreement is designated as a “qualified tax-exempt obligation for purposes of allowing certain banks, thrift institutes or other financial institutions that own the Lease Agreement to avoid the loss of 80% of any otherwise available interest deduction attributable to such institution’s tax-exempt holdings.

**THIS TAX CERTIFICATE** is hereby executed as of the date first hereinabove written.

**WOODBURY COUNTY, IOWA**

By: \_\_\_\_\_  
Matthew Ung  
County Board Chairman

(Signature page to Tax Certificate)

## **EXHIBIT A**

### **FINANCED PROJECT**

The Project Summary is shown below, and is more fully described in the Construction Agreement.

Woodbury County Training Center has contracted with L&L Home Buildings, Inc. for the construction of the Project at the property described as 1600 Old Country Home Road, Sioux City, Iowa 51106.

## EXHIBIT B

### REMEDIAL ACTION RULE WRITTEN PROCEDURES UNDER SECTION 141 OF THE CODE AND SECTION 1.141-12 OF THE REGULATIONS

The purpose of this Exhibit is to set forth certain written procedures that may be required to be taken by the Woodbury County, Iowa (the “Lessee”) in connection with the execution and delivery on the date hereof of the Lease Purchase Agreement, dated October 19, 2017 (the “Lease Agreement”) in the aggregate principal amount of \$523,784.28. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Tax Certificate to which this Exhibit is attached.

The maintenance of the status of the Lease Agreement as a tax-exempt obligation of the Lessee for purposes of federal tax law depends upon the Lessee’s compliance with the requirements set forth in the Internal Revenue Code of 1986 as described in the Tax Certificate.

#### Written Procedures Regarding Remedial Action

If the Lessee takes any Deliberate Action subsequent to the execution and delivery of the Lease Agreement, then the Lessee will consult with nationally recognized Special Counsel regarding permissible Remedial Actions that may be taken to remediate the effect of any such Deliberate Action upon the federal tax status of the Lease Agreement.

(a) ***Conditions to Availability of Remedial Actions.*** Unless Bond Counsel shall advise the Lessee otherwise, none of the Remedial Actions described in this Exhibit shall be available to the Lessee to remediate the effect of any Deliberate Action with respect to the Lease Agreement unless the following conditions have been satisfied:

(i) The Lessee, as of the date the Lease Agreement was executed and delivered, did not expect to satisfy either the Private Business Tests or the Private Loan Financing Test of Section 141 of the Code and the Regulations thereunder for the entire term of the Lease Agreement;

(ii) The average maturity of the Lease Agreement does not, as of the date the Lease Agreement was executed and delivered, exceed 120% of the average reasonably expected economic life project financed by Lease Agreement (the “Project”);

(iii) Unless otherwise excepted under the Regulations, the Lessee shall deliver a certificate, instrument or other written records satisfactory to Bond Counsel demonstrating that the terms of the arrangement pursuant to which the Deliberate Action is taken is bona fide and arm’s length, and that the nongovernmental person using the Project as a result of the relevant Deliberate Action will pay fair market value for the use thereof;

(iv) Any disposition must be made at fair market value and any Disposition Proceeds actually or constructively received by the Lessee as a result of the Deliberate Action must be treated as Gross Proceeds of the Lease Agreement and may not be invested in obligations bearing a yield in excess of the Bond Yield subsequent to the date of the Deliberate Action; and

(v) Proceeds of the Lease Agreement affected by the Remedial Action must have been allocated to Expenditures for the Project before the date on which the Deliberate Action occurs.

Remedial Actions may include the following types of actions and are subject generally to the below conditions. Please note that these procedures apply where the relevant obligations are all maturing or callable within ten and one-half years (10.5) of their date of issuance.

(b) ***Types of Remedial Action.*** Subject to the condition precedent that the Lessee obtain an opinion of Bond Counsel prior to the taking of any of the below actions to the effect that taking any of the below actions will not result in interest on the Lease Agreement becoming included in gross income for federal income tax purposes, the following types of Remedial Actions may be available to remediate a Deliberate Action subsequent to the execution and delivery of the Lease Agreement:

(i) ***Redemption or Defeasance of the Lease Agreement.***

(A) If the Deliberate Action taken by the Lessee causing either the Private Business Use Test or the Private Loan Financing Test to be satisfied consists of a fair market value disposition of any portion of the Project exclusively for cash, then the Lessee may allocate the Disposition Proceeds to the redemption of Nonqualified Bonds pro rata across all of the then outstanding maturities of the Lease Agreement at the earliest call date of such maturities of the Lease Agreement after the taking of the Deliberate Action or, if any of the maturities of the Lease Agreement outstanding at the time of the taking of the Deliberate Action are not callable within 90 days of the date of the Deliberate Action, allocate the Disposition Proceeds to the establishment of a Defeasance Escrow for any such maturities of the Lease Agreement within 90 days of the taking of such Deliberate Action.

(B) If the Deliberate Action taken by the Lessee consists of a fair market value disposition of any portion of the Project for other than exclusively cash, then the Lessee may use any funds (other than Proceeds of the bonds or proceeds of any obligation the interest on which is excludable from the gross income of the holders thereof for purposes of federal income taxation) for the redemption of all Nonqualified Bonds within 90 days of the date that the Lessee takes such Deliberate Action or, in the event that insufficient maturities of the Lease Agreement are callable by the date which is within 90 days after the date of the Deliberate Action, then the Lessee may use such funds for the establishment of a Defeasance Escrow within 90 days of the date of the Deliberate Action for all of the maturities of the Nonqualified Bonds not callable within 90 days of the date of the Deliberate Action.

(C) If the Lessee creates a Defeasance Escrow for any maturities of Nonqualified Bonds which are not callable within 90 days of the date of the Deliberate Action, the Lessee shall provide written notice to the Commissioner of Internal Revenue Service at the times and places as may be specified by applicable regulations, rulings or other guidance issued by the Department of the Treasury or the Internal Revenue Service.

(ii) *Alternative Use of Disposition Proceeds.* Use by the Lessee of any Disposition Proceeds in accordance with the following requirements may be treated as a Remedial Action with respect to the Lease Agreement if taken in conjunction with the opinion of Bond Counsel:

(A) the Deliberate Action consists of a disposition of all or any portion of the Project for not less than the fair market value thereof for cash;

(B) the Lessee reasonably expects to expend the Disposition Proceeds resulting from the Deliberate Action within two years of the date of the Deliberate Action;

(C) the Disposition Proceeds are treated by the Lessee as Proceeds of the Lease Agreement for purposes of Section 141 of the Code and the Regulations thereunder, and the use of the Disposition Proceeds in the manner in which such Disposition Proceeds are in fact so used by the Lessee would not cause the Disposition Proceeds to satisfy the Private Activity Bond Tests;

(D) the Lessee does not take action after the date of the Deliberate Action to cause the Private Activity Bond Tests to be satisfied with respect to the Lease Agreement, the Project or the Disposition Proceeds (other than any such use that may be permitted in accordance with the Regulations);

(E) Disposition Proceeds used in a manner that satisfies the Private Activity Bond Tests or which are not expended within two years of the date of the Deliberate Action must be used to redeem or defease Nonqualified Bonds in accordance with the requirements set forth in section (b)(i) hereof; and

(F) In the event that Disposition Proceeds are to be used by any organization described in Section 501(c)(3) of the Code, the Lessee will consult with Bond Counsel regarding any additional requirements which may be applicable.

(iii) *Alternative Use of Project Financed or Refinanced by the Lease Agreement.* If the Lessee has obtained the opinion of Bond Counsel and, subsequent to the Lessee taking any Deliberate Action with respect to all or any portion of the Project:

(A) the portion of the Project subject to the Deliberate Action is used for a purpose that would be permitted for qualified tax-exempt bonds;

(B) the disposition of the portion of the Project subject to the Deliberate Action is not financed by a person acquiring the Project with proceeds of any obligation the interest on which is exempt from the gross income of the holders thereof under Section 103 of the Code for purposes of federal income taxation; and

(C) any Disposition Proceeds other than those arising from an agreement to provide services (including Disposition Proceeds arising from an installment sale) resulting from the Deliberate Action are used to pay the debt



service on the Lease Agreement on the next available payment date or, within 90 days of receipt thereof, are deposited into an escrow that is restricted as to the investment thereof to the Bond Yield to pay debt service on the Lease Agreement on the next available payment date;

then the Lessee may be considered to have taken sufficient Remedial Actions under Section 1.141-12 of the Regulations to cause the Lease Agreement to continue to be treated as a qualified tax-exempt bond.

(c) Absent an opinion of Bond Counsel, no Remedial Actions shall be available to remediate the satisfaction of the “private security or payment test” of Section 141(b) of the Code and the Regulations thereunder concerning the same with respect to the Lease Agreement.

(d) Nothing herein shall prohibit the Lessee from taking any Remedial Actions not described herein that may become available subsequent to the date of issue of the Lease Agreement to remediate the effect of a Deliberate Action taken with respect to the Lease Agreement, the proceeds thereof, or the Project.

### **Additional Defined Terms**

For purposes of this Exhibit, the following terms shall have the following meanings:

“*Commissioner*” means the Commissioner of Internal Revenue, including any successor person or body.

“*Defeasance Escrow*” means an irrevocable escrow established to redeem obligations on their earliest call date in an amount that, together with investment earnings thereon, is sufficient to pay all the principal of, and interest and call premium on, obligations from the date the escrow is established to the earliest call date. A Defeasance Escrow may not be invested in higher-yielding investments or in any investment under which the obligor is a user of the Proceeds of the obligations.

“*Deliberate Action*” means any action, occurrence or omission by the Lessee that is within the control of the Lessee which causes either (a) the private business use test of Section 141(b) of the Code to be satisfied with respect to the Lease Agreement or the Project (without regard to the private security or payment test of Section 141(b) of the Code), or (b) the private loan financing test of Section 141(c) of the Code to be satisfied with respect to the Lease Agreement or the proceeds thereof. An action, occurrence or omission is not a Deliberate Action if (i) the action, occurrence or omission would be treated as an involuntary or compulsory conversion under Section 1033 of the Code, or (ii) the action, occurrence or omission is in response to a regulatory directive made by the government of the United States.

“*Disposition Proceeds*” means any amounts (including property, such as an agreement to provide services) derived from the sale, exchange or other disposition of property (other than Investments) financed with the Proceeds of the Lease Agreement.

“*Nonqualified Bonds*” means that portion of the Lease Agreement outstanding at the time of a Deliberate Action in an amount that, if the outstanding Lease Agreement was issued on the

date on which the Deliberate Action occurs, the outstanding Lease Agreement would not satisfy the Private Business Use Test or the Private Loan Financing Test, as applicable. For this purpose, the amount of private business use is the greatest percentage of private business use in any one- year period commencing with the Deliberate Action.

“*Private Activity Bond Tests*” means, collectively, the Private Business Use Test, the private security or payment test of Section 141(b)(2) of the Code and the Regulations thereunder, and the Private Loan Financing Test.

“*Private Business Use Test*” has the meaning set forth in Section 141(b)(1) of the Code.

“*Private Loan Financing Test*” has the meaning set forth in Section 141(c) of the Code.

“*Remedial Action*” means any of the applicable actions described in section (b) hereof, or such other actions as may be prescribed from time to time by the Department of the Treasury or the Internal Revenue Service, which generally have the effect of rectifying noncompliance by the Lessee with certain provisions of Section 141 of the Code and the Regulations thereunder and are undertaken by the Lessee to maintain the federal tax status of the Lease Agreement as a qualified tax-exempt obligation.

## **EXHIBIT C**

### **POST-ISSUANCE TAX COMPLIANCE PROCEDURES**

The purpose of these Post-Issuance Tax Compliance Procedures (these “Procedures”) is to establish policies and procedures in connection with tax-exempt bonds issued by the Woodbury County, Iowa (the “Lessee”) so as to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of such bonds are met.

#### **General**

In connection with the issuance of any tax-exempt bonds, the Lessee will execute a tax compliance certificate (the “Tax Certificate”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax-exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the Lessee at the time of issuance of the related bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the Lessee in the Tax Certificate related to specific issues of tax-exempt bonds. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the Lessee tracks and monitors the actual use of the proceeds of the related series of bonds, the investment and expenditure of the bond proceeds and the assets financed or refinanced with the proceeds of such bonds over the life of the related bonds.

#### **Designation of Responsible Person**

The Lessee shall maintain an inventory of bonds and assets financed which contains the pertinent data to satisfy the Lessee’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Board Chair of the Lessee.

#### **Post-Issuance Compliance Requirements**

***External Advisors/Documentation.*** The Lessee shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the bonds.

The Lessee also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the bonds to ensure that all applicable post-issuance requirements are in fact met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of bond-financed or refinanced assets.

The Lessee shall train and employ or otherwise engage an expert advisor (a “Rebate Service Provider”) to assist in the calculation of arbitrage rebate payable in respect of the investment of bond proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the bonds, unexpended bond proceeds shall be held in a segregated account by a trustee, and the investment of bond proceeds shall be managed by the Lessee. The Lessee shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving bond proceeds.

***Arbitrage Rebate and Yield.*** Unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds, the Lessee shall be responsible for:

- engaging the services of a Rebate Service Provider and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of bond proceeds to the Rebate Service Provider;
- providing to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- monitoring efforts of the Rebate Service Provider;
- assuring payment of required rebate amounts, if any, no later than 60 days after each five- year anniversary of the issue date of the bonds, and no later than 60 days after the last bond of each issue is redeemed;
- during the construction period of each capital project financed in whole or in part by bonds, monitoring the investment and expenditure of bond proceeds and consulting with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each six-month spending period up to six months, 18 months or 24 months, as applicable, following the issue date of the bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements.”

The Lessee, in the Tax Certificate and/or other documents finalized at or before the issuance of the bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of bonds).

***Use of Bond Proceeds and Bond-Financed or Refinanced Assets.*** The Lessee shall be responsible for:

- monitoring the use of bond proceeds and the use of bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the bonds, including a final allocation of bond proceeds as described below under “Record Keeping Requirements;”
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of bond-financed or refinanced assets as described below under “Record Keeping Requirements;”
- conferring at least annually with personnel responsible for bond-financed or refinanced assets to identify and discuss any existing or planned use of bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the Lessee discovers that any applicable tax restrictions regarding use of bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The Lessee, in the Tax Certificate and/or other documents finalized at or before the issuance of the bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

***Record Keeping Requirement.*** The Lessee shall be responsible for maintaining the following documents for the term of each issue of bonds (including refunding bonds, if any) plus at least three years:

- a copy of the bond closing transcript(s) and other relevant documentation delivered to the Lessee at or in connection with closing of the issue of bonds, including any elections made by the Lessee in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for bond proceeds and evidence as to the amount and date for each draw down of bond proceeds, as well as documents relating to costs paid or reimbursed with bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with bond proceeds, including a final allocation of bond proceeds;

- a copy of all contracts and arrangements involving the use of bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

MIA-707

D-406 DESCRIPTION OF MATERIALS

~~#6012~~

Builder: L & L Home Builders, Inc. Job Number: MIA707 Date: 6/1/17

Customer: Prairie Hills Elevation: gable  Burn out  Parade Home

Model: custom Garage Size: none  Tornado  Model Home

Request For Quote Style: on slab  Military Veteran  Personal

Other

Standard Features

Up-charge or Credit

1) CONCRETE  Slab on Grade  8' - 10"

7' - 10"  8' - 0"  9' - 0"

Other: \_\_\_\_\_

PERMANENT WOOD FOUNDATION  8' - 0"

PWF as Option  Wood Frost Wall LF: \_\_\_\_\_  8' - 4 1/2"

Foundation Only  Conc Frost Wall by Bldr  Wood Floor  9' - 0"

2) GIRDER WITH PLATE ATTACHED

W8x18 Steel Beam  2x6 Mudsill-HOUSE ONLY

One Piece Adjustable Column

(Special mudsill REQUIRED for ICF & Block Walls)  2x8 Mudsill  2x10 Mudsill

2x6 Mudsill-GARAGE  House Mudsill \*By Others\*  Garage Mudsill \*By Others\*

Other Beam Size: \_\_\_\_\_  Bearing Walls LF: \_\_\_\_\_

Perimeter Walls LF: \_\_\_\_\_  Interior NonBearing- Walls LF: \_\_\_\_\_

3) FLOOR SYSTEM

2x10 Joists at 16" O.C. with Wood Bridging

3/4" OSB 250 Series Subfloor

*Attic Truss Left side of Building*

2x12 Joists span up to 21' w/ DF 12" O.C.  3/4" OSB 350 Series Subfloor

9 1/2" I-Joists(LP 20+ series) 16' simple sp  3/4" OSB 450 Series Subfloor

11 7/8" I-Joists(LP 20+ series) 19' simple s  3/4" PlyWood

14" I-Joist(LP 20+ series) 22'  Sunken Floor: \_\_\_\_\_

Floor Truss  FF  SF

4) KNEEWALLS & WALK-OUT WALLS

2x4 at 16" O.C. 52" Height  2x4 at 16" O.C. 8' Height

Entire House  Siding and Sheathing as Specified Below

Locations per Plan

No Exposure  8' - 0" Walkout Walls

2x6 Kneewalls Sheathed Only  9' - 0" Walkout Walls

Lineal Feet of Knee-Wall: \_\_\_\_\_  Lineal Feet of Walk-Out Wall: \_\_\_\_\_

5) EXTERIOR WALLS (MAIN LEVELS)

2x4 at 16" O.C.  ~~Double Vinyl Siding~~

8'-1 1/8" Height  Siding where Brick is Shown

1" Foam and Metal Bracing  7/16" OSB on Garage

2x4 Garage Walls  Curtain Blocks

Cover prefinished or pre-painted windows with "Visqueen"

Engineered Studs at  Tyvek House & Garage  9' - 1 1/8" First Flr

Countertops on Exterior Walls  Tyvek Gables  9' - 1 1/8" Second Flr

Tyvek House Walls Only  ~~Charter Oak C.O. 9/17~~

2x6 at 16" O.C.  ~~7/16" Zip wall siding & tape~~  7" Vinyl Shake

2x6 Garage  Cover wdws "Visqueen"  1" Zip  1 1/2" Zip

7/16" OSB  Flex wrap @ bottom of window sill (10 yr warrantee)  Prem Color Siding

7/16" OSB & 1/2" Foam @ Corners  6" SmartSide Primed

Window Surround  Front Only  All Sides  6" SmartSide Prefin

Vinyl  Primed Miratec  Prefin LP  8" SmartSide Primed

Frieze Bds, Trim  Front Only  All Sides  8" SmartSide Prefin

Vinyl  Primed Miratec  Prefin LP  LP Shakes

No Siding/by Bldr

ADDITIONAL BUILDER NOTES *1/2" CDX*

*Please bid vinyl siding and 7/16" Zip wall as an option-*

*Please bid walls with 1/2" plywood as they would like to*

*install steel on the exterior walls- C.O. 8-17*

*Can the walls be 2" on center with the steel? ~~TKA~~ MW*

BUILDING CODE It is the responsibility of the builder to supply Amwood Homes, Inc. with the applicable building code information including any specific provisions and/or adoptions. Additional provisions and/or adoptions must be provided in paper form.

UDC (WI)  IRC (IL,IA indicate year 2006, 2009, 2012...)

STATE (MN)  OTHER \_\_\_\_\_ CODE YEAR: \_\_\_\_\_

WIND EXPOSURE:

B = Suburban or Urban

C = Open Scattered obstructions less than 30 ft tall, ie. Farm

D = Flat unobstructed, ie. Waterfront, no obstructions within 1 mile.

Specific wind bracing requirements for walls is being required in more states and municipalities. If you check yes it requires us to show the bracing details on the plans. In addition it may require more materials, plan alterations and/or cost to you the builder. Please check your local codes.

IS WIND BRACING REQUIRED BY LOCAL CODE:  YES  NOT REQ. ----->

ADDITIONAL PROVISIONS / ADOPTIONS:  YES  NO codes like MIA702

6) INTERIOR WALLS (MAIN LEVELS)

2x4 at 16" O.C. 8' Height  2x6 at 16" O.C. Plumbing

2x4 at 16" O.C. 9' Height  Engineered Studs at Countertops Int. Walls

7) BULKHEADS COMPONENTIZED

Kitchen: 13"  Kitchen: 25"  Tub: 30"  Vanity: 24"  Fire Stop

8) ROOF SYSTEM

4/12 Roof Pitch  1/2" OSB Sheathing

Roof Trusses at 24" O.C.  50# Loading

Half Energy Heel (7")  Truss Screws

\_\_\_/12 Roof Pitch  Peak Vault  Step Tray

16" O.C. Roof Trusses  One Way Vault  Slope Tray

1/2" Plywd Sheathing  5/8" Plywd Sheathing  5/8" OSB Sheathing

Full Energy Heel (11")  Active Dormer  Spread Web Storage

60# Loading  Inact Dormer  Trusses (20# LL)

(N. Wisconsin / Minnesota)  Hurricane Clips  Room in Attic Trusses with 3/4" OSB Subfloor (50#)

ADDITIONAL BUILDER NOTES

*peak vault in the open training area*

*storage above the left half of the building*

9) GABLES

Flush with 7/16" OSB  Brick: 5"  Same Shtg as house

Hip Roof  Barrel Vault  Boxed Eave  Other: \_\_\_\_\_

Clipped Gables  Eyebrow  Gable Returns

10) RAKE & SOFFIT

Aluminum Rake and Soffit  Standard Color

12" Rake  2x6 Sub-Fascia

24" Eave  ODE (roof edge)

17" Rake at Brick Face  LP Fascia & Soffit  Porch Soffit  2x8 Sub-Fascia

16" Eave  Other: \_\_\_\_\_  Premium Color Alum

Insul. Stops-  House  Garage  Gutter Apron (Soffits only)

Baffles---->  House  Garage  Finished Soffit and Fascia \*By Others\*

ADDITIONAL BUILDER NOTES:

*3' interior and exterior doors*

RECEIVED

AUG 11 2017

HIGHWAY 20 BY MW 9-7-17

## C-222-A EXTERIOR DECORATOR SHEET

**Builder:** L & L Home Builders, Inc.     
 **Job Number:** MIA707     
 **Date:** Sep 15, 2017

**LP SIDING:**   
  Show Upgrade Colors   
    
  LP Window Trim   
 Color:    
 Size:    
    

Siding Style:    
  LP Band board   
 Color:    
 Size:

Siding Color:    
  LP Frelze   
 Color:    
 Size:

Does not match siding   
 Corner Color:    
  LP Smart Shakes   
 Color:    
 Notes: \_\_\_\_\_

Dryer Vents   
 Qty: \_\_\_\_\_   
  Vinyl J Blocks +\$   
 Color:    
 Qty: \_\_\_\_\_

**WINDOWS:**   

Click name for website	Vinyl	Wood (Clad)	Fiberglass	Composite
Jeld-Wen	Builders or Premium	2500 or Premium		
Pella	Encompass or 250 or 350	Proline (450) or Architect or Designer	Impervia	
Andersen		200 or 400		100

**NOTE: Two tone windows are only available on some windows and are a significant upcharge!**

Manufacturer:   
 Material:   
 Model/Style:   
 Exterior Color:   
 Interior Color:   
 Hrdwr Color:

Andersen Estate   
  Lock & Keeper Upgrade Option (+\$)  
 Select before Hardware color

Include grills between glass (+/- 3/4" standard)   
  Removable grills (+/- 3/4" standard)

Front   
  Left   
  Right   
  Rear

Drywall Returns   
 Factory Wd Ext Jamb   
 Loose Ext Jamb   
 4 Sides   
 3 Sides + Stool

**NOTE: Not all manufacturers have factory applied jamb. Some offer different species. Call for details. Jamb will be sized per drawings and specs unless noted otherwise. Call for available finishes.**

Raise and Lower Slimshade Blinds (+\$)   
 Blinds Color:

Raise and Lower Fabric Blinds (+\$)   
 Shades Color:

CurveTop Interior Trim Kit:   
 Style:  Craftsman   
 Colonial   
 Species:  Oak   
 Pine   
 Maple   
 Trim Style:

**NOTE: All window grills on interior surface will be shipped loose and installed by builder per manufacturers specs.**

Window Notes:  by builder

Notes for colors grills and blinds:

**\*\*MISCELLANEOUS\*\*:**   

**\*\*Dryer Hook-Up:**   
 Gas   
 Electric (Four Prong Plug)

**\*\*Range Hook-Up:**   
 Gas   
 Electric (Four Prong Plug)

**\*\*Range Style:**   
 Free Standing   
 Drop in

**\*\*Brick:**   
 Exterior: \_\_\_\_\_   
 Fireplace: \_\_\_\_\_   
 Other: \_\_\_\_\_

**\*\*Mortar for Brick:**   
 Exterior: \_\_\_\_\_   
 Fireplace: \_\_\_\_\_   
 Other: \_\_\_\_\_

**\*\*Overhead Doors:**   
 Non Insulated   
 Insulated   
 Style: \_\_\_\_\_   
 Prefinished Color: \_\_\_\_\_

Operator:  Yes   
 No

**\*\*Color of Tub Module:**   
 Master Bath: white   
 Bath 1: white   
 Bath 2: \_\_\_\_\_   
 Other: \_\_\_\_\_

**\*\*Painting:**   
 By Owner   
 By Builder

**\*\*Staining:**   
 By Owner   
 By Builder

Interior Walls   
 Other: \_\_\_\_\_

**\*\*Refrigerator:**   
 Water Line:  Yes   
 No

**Buyers Current Address:**   
1600 Old County Home Road   
 City, State Zip: Sioux City, Iowa 51106

It is very important that we get complete decorator sheets. Amwood Homes will not accept multiple decorator sheets as that would increase the possibility of errors in ordering materials. If we receive an incomplete decorator sheet (ie one that is submitted with only window selections) there will be a minimum \$250 charge. Also changes after the original decorator sheet is submitted create confusion. Amwood Homes will only accept one exterior and one interior decorator sheet per home. If there is a change after the original decorator sheet it must be on a request for change order and there will be a minimum charge of \$100.

Accepted By: \_\_\_\_\_   
 \*A\* Package Buyer   
 Date: \_\_\_\_\_

Accepted By: \_\_\_\_\_   
 \*A\* Package Buyer   
 Date: \_\_\_\_\_

Accepted By: Lynn Mohning   
 Builder Authorized Signature   
 Date: 2017.09.15 18:16:06 -05'00'

**Amwood Lead Times**

RECEIVED  
 SEP 18 2017  
 AMWOOD HOMES, INC





MIA 707

D-406-D JOB INFORMATION SHEET

Date: Aug 10, 2017

Builder: L & L Home Builders, Inc.

Job Number: quote #6012

F.O. Number:

Site Address: street

City, State Zip: Sioux City, Iowa 51106

County: Woodbury

**Cabinets:**

Cabinet above Refrigerator			Standard Cabinets	Cabinet above Range	Microwave
Width	Height	Depth	Height	Height	
<input type="checkbox"/> 36"	<input type="checkbox"/> 12"	<input type="checkbox"/> 12"	<input type="checkbox"/> 30"	<input type="checkbox"/> 12"	<input type="checkbox"/> Wall Microwave Shelf WMS
<input type="checkbox"/> 39"	<input type="checkbox"/> 15" * Check refrigerator height	<input type="checkbox"/> 24" 24" Requires additional support	<input type="checkbox"/> 36"	<input type="checkbox"/> 15"	<input type="checkbox"/> Wall Microwave Cabinet WMC
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> 42"	<input type="checkbox"/> 18"	<input type="checkbox"/> Wall Microwave Shelf Cabinet WMSC
				<input type="checkbox"/> Other _____	<input type="checkbox"/> Replaces Cabinet above Range See Merillat cabinet book for details

If there are walls along side of the refrigerator our standard is to extend the wall on one side 2'-2" to be just in front of the counter top. You must check refrigerator depth and hinge swing. **Note: Find out refrigerator specifications.**

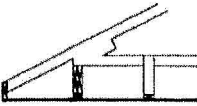
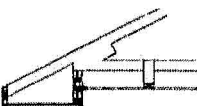

The wall on any snack bars or island cabinets will be-

44" Tall to accommodate a horizontal outlet above the back splash and under the raised counter top.

42" Tall wall (electrical opening will not fit between the back splash and raised counter top).

Other height- \_\_\_\_\_ Inch tall wall

Porch post detail :  Use Amwood Standard (per Builder Manual Detail)  Other detail per attached by builder.

FRONT PORCH CEILING	OTHER PORCH CEILINGS	EAVE CLOSURE
 DETAIL A	<input type="checkbox"/> Detail "A"	<b>Standard</b> <input type="checkbox"/> Front Only <input type="checkbox"/> All Elevations
 DETAIL B	<input type="checkbox"/> Detail "B"	<b>Gable Return</b> <input type="checkbox"/> Front Only <input type="checkbox"/> All Elevations
 DETAIL C	<input type="checkbox"/> Detail "C"	<b>Boxed Eave</b> <input type="checkbox"/> Front Only <input type="checkbox"/> All Elevations

**ADD EYEBROWS**  
 Locations as noted below

No porches. No cabinets above stove or refrigerator

**PATIO DOORS:**  Sliding  Center Hinge  "French" Swing 120  In-swing  In-swing with Screen  Out-swing (Screen Not Available) \*NOT RECOMMENDED\*

**DECK LEDGER:**  Deck Ledger Attached with Ledger Screws  Deck Ledger Temporarily Attached with Nails

**FIBERGLASS TUB FRAMING:**  33 1/2" x 60" x 73 1/2" R.O. size  Other: \_\_\_\_\_ " x \_\_\_\_\_ " x \_\_\_\_\_ " R.O. size

**CEILING STYLE:**  Slope Tray (12" Rise)  Square Tray (12" Rise)  Stepped Tray (6"+6" Rise)  1 Way Vault  Peak Vault

Location(s): open training

**FIREPLACE / CHASE:**  5'-4" x 2'-0" Outside Sheathing Dimensions **OR**  Other: \_\_\_\_\_ " x \_\_\_\_\_ " x \_\_\_\_\_ "  Gas  Wood Burning  Electric

Fireplace Facing Material: \_\_\_\_\_ Vertical Height (FT): \_\_\_\_\_ Material Weight (PSF): \_\_\_\_\_

**CLOSET DOORS:**  Bi-Fold  Bi-Pass  Swinging

**DRYWALL \*BY OTHERS\* (TO DETERMINE JAMB EXT. SIZE):**  1/2"  5/8"  3/4"  Other: \_\_\_\_\_

**RAISE THESE DOORS 3/4" FOR TILE OR WOOD FLOORING:**  Front Entry  House to Garage  Swinging Patio Door  Other

**TOTAL DESIGN LOADS:** Typical Floor Joist: 50#PSF Typical Floor Truss: 55#PSF Roof: 50#PSF (60#PSF Optional)  Other: \_\_\_\_\_

**CONCENTRATED LOADS:** Unless Amwood Homes, Inc. is informed at the time of design, it is the responsibility of the builder to create the necessary support for (but not limited to): Waterbeds, Tubs, Stone Fireplaces, Stone Counter Tops, Large Appliances and any other Roof, Ceiling or Floor "special" loading conditions, including floor coverings

Builder to List ALL Concentrated Load Conditions: \_\_\_\_\_

**DEFLECTION CRITERIA:** Typical Floor: L/360 (LL) & L/240 (TL) Typical Roof: L/240 (LL) & L/180 (TL)  Other: \_\_\_\_\_

**SETS OF PLANS:**  3 at Custom Draw  3 at Processor  E-mail PDF Only  Full size plans (to scale)  Other: \_\_\_\_\_

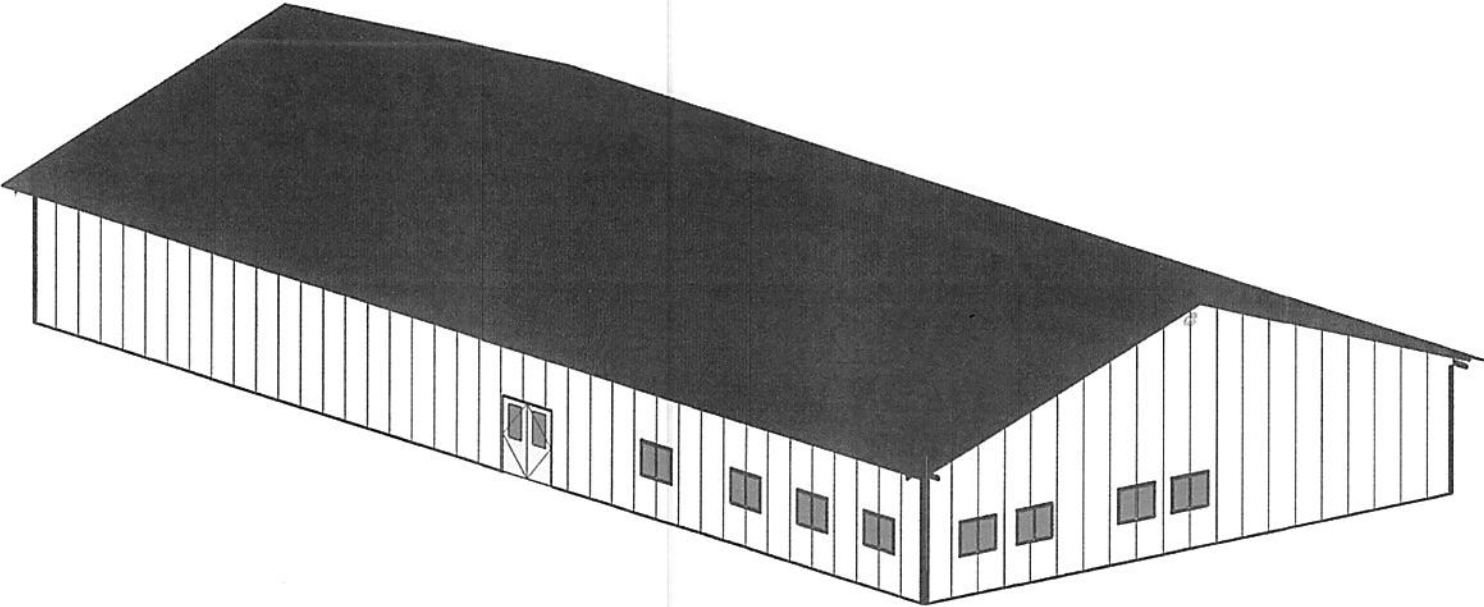
D-406-D\_Job\_Information\_Sheet 2017-07-20

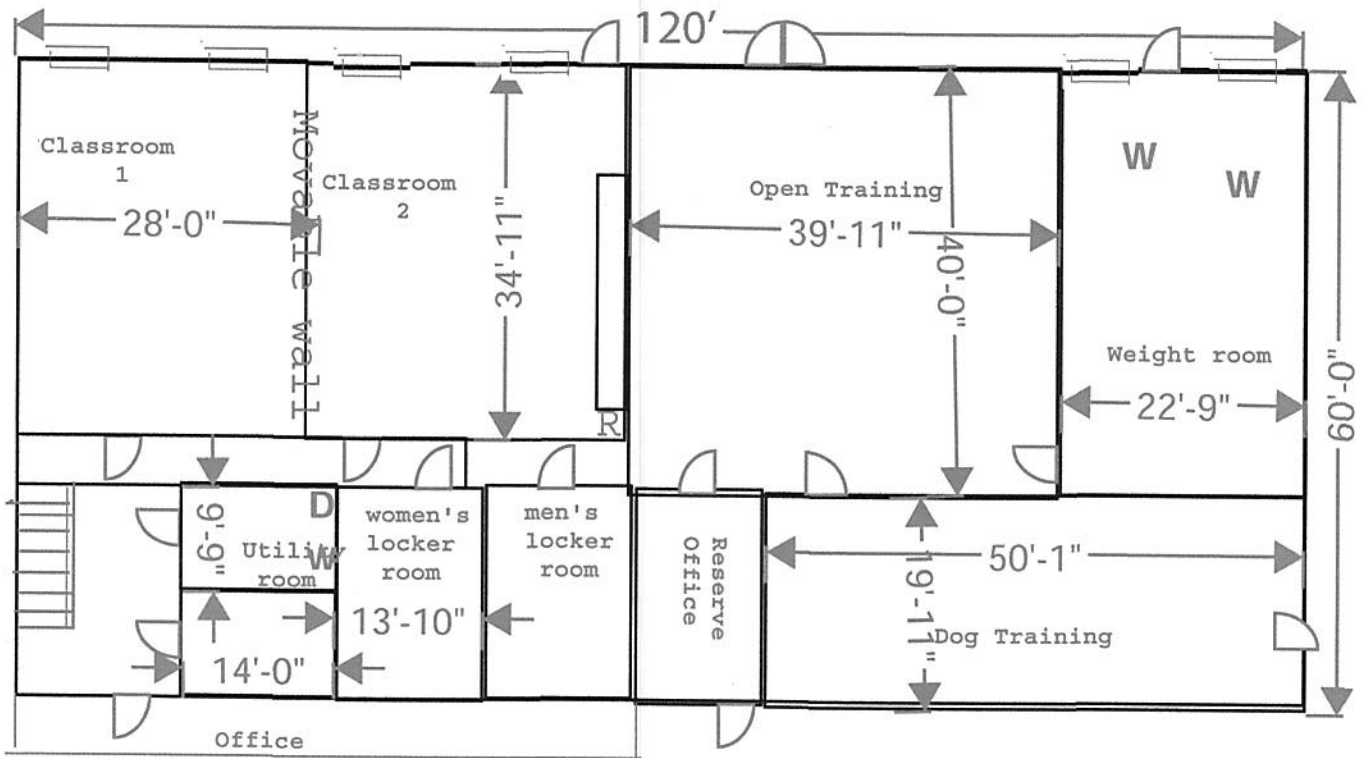
Accepted By: *Lynn Mahoney* 8/10/17  
Builder Authorized Signature Date

RECEIVED  
AUG 11 2017

AMWOOD HOMES, INC.

# Prairie Hills





Storage above this half of the building

This structure will be built on a slab.

Flat ceiling with 9' exterior walls for this half of the building except the open training area will have a vaulted ceiling.

Windows will be 4' x 4' sliding windows

## Prairie Hills

## Health and Wellness Committee Minutes

October 3, 2017  
3:00 pm  
LEC Conference Room

### Attending:

Craig Steig, Todd Trobaugh, Kevin Grieme, Mike Clayton, Rick Schneider, Ed Gilliland, Michelle Skaff, Karen James, Jeremy Taylor, Deb Twyford

### **Health Insurance Fund Updates:**

Currently there is a \$2.9 million Health fund balance whereas the county was once one claim away from being broke in this fund. This is a very good position and shows that the 8% increase has taken us to solvency. Next year, we are looking potentially at 4 – 5%, but will gather more data before making a decision.

### **Comparable of the Claims vs Premiums from Previous Quarters:**

Last quarter the county essentially broke even with claims and premiums, but the overall trend of claims is going down.

### **Update information regarding Specialty Drugs:**

For the first 9 months of last year, the county paid \$153,000 in specialty meds and the first 8 months of this year paid \$144,000. County savings last year was approximately 20%.

### **Information Regarding EFR as our New EAP Provider:**

One of the reasons Human Resources changed EAP provider is that employees were disappointed with the service that was provided. Human Resources also liked the idea of having counselors that are all based in Iowa.

Employees have the availability for six face-to-face visits per incident whereas, the previous provider only allowed three visits.

### **Chantix:**

Smoking cessation is not covered under the county's health plan.

It was suggested to set up a fund up to \$20,000 with up to a certain matching amount per individual who would be interested in participating in smoking cessation classes, Chantix, or another alternative. Smoking cessation typically pays near immediate dividends. Therefore, we will ask Human Resources to craft a recommendation on how such a program may be administered.

**Naturally Slim:**

There were 50 individuals that applied for the Naturally Slim program and were accepted. While 3 never started. 55% participated in all ten weeks of the program. Most with very good results (see attached).

Human Resources will come back with a recommendation on how to allow those who desire to do Naturally Slim on a voluntary basis, perhaps with employees being incentivized to participate financially with “skin in the game”.

**Follow up regarding work place fitness bands and information cards:**

Human Resources will follow up on requests to make sure fitness bands and information cards are made available for those who are interested and will poll department heads and elected officials.

## Woodbury County Fiscal 2016 -2017 Funding vs Claims and Expense

Total Funding		Claims and Expenses With Misc Exp		
\$	479,400	\$	600,000	
\$	488,073	\$	464,856	
\$	483,706	\$	505,839	
\$	488,012	\$	420,007	
\$	483,472	\$	419,837	
\$	484,986	\$	661,368	
\$	483,472	\$	347,726	
\$	483,940	\$	374,728	
\$	482,832	\$	501,518	
\$	482,426	\$	492,595	
\$	481,786	\$	435,490	
\$	482,599	\$	514,446	
\$	5,804,704	\$	5,738,410	

\$ 66,294 Difference using some estimated expense.

## Ed Gilliland

---

**Subject:** FW: Employee Assistance Program and Provider  
**Attachments:** EAP-Employee-Brochure.pdf

---

**From:** Ed Gilliland  
**Sent:** Friday, September 29, 2017 11:08 AM  
**To:** Ed Gilliland <egilliland@woodburycountyiowa.gov>  
**Subject:** Employee Assistance Program and Provider

Good Morning Everyone,

### **Effective Sunday morning October 1, 2017**

We are proud to announce that the County has upgraded our EAP or Employee Assistance Program to a company called EFR (Employee Family Resources out of Des Moines).

The reasons we moved to the new vendor?

1. 24/7 365 Phone Counseling available with all Masters Level or higher counselors answering the phone.
2. 7:00 am to Midnight the counselors are IOWA based counselors.
3. When process is followed there are 6 face to face visits with a local counselor for EACH incident.
4. They have specialized first responder/law enforcement benefits/counselors.

In addition there is some legal help available, financial counseling, help with child care, and elder care, and many other benefits.

# **800-327-4692** 24/7/365

## **Please let us know if we may help. This is the new EAP beginning Sunday morning.**

Respectfully,

Ed Gilliland  
HR Director Woodbury County  
712-279-6480



NATURALLY SLIM®

# Foundations® Report

Program Start Date  
07/10/2017



Measurably improve the health  
of Woodbury County employees  
and family.

## OUR GOAL

**Objectives:** Achieve measurable weight loss, significant program engagement and receive positive participant feedback to aid in positioning Naturally Slim as a value-add to benefits for your health plan members.

**Purpose of this report:**

1. Foundations™ Phase Outcomes
2. Testimonials
3. Next Steps for Participants and Woodbury County



**PARTICIPATION**



# Participation Overview



50

## Accepted

Number of individuals that applied and were accepted.



3

## Never Started

Number of individuals that were accepted but never started.



47

94%

## Started

Number of individuals that were accepted and started Week 1 of program.

# Active Participant Demographic Highlights

48

## Average Age

The average age of the U.S.  
Workforce is 41

32.1

## Average BMI

Normal: BMI 18.5 to < 25.0  
Overweight: BMI 25.0 to < 30.0  
Obese: BMI  $\geq$  30.0

70%  
Women

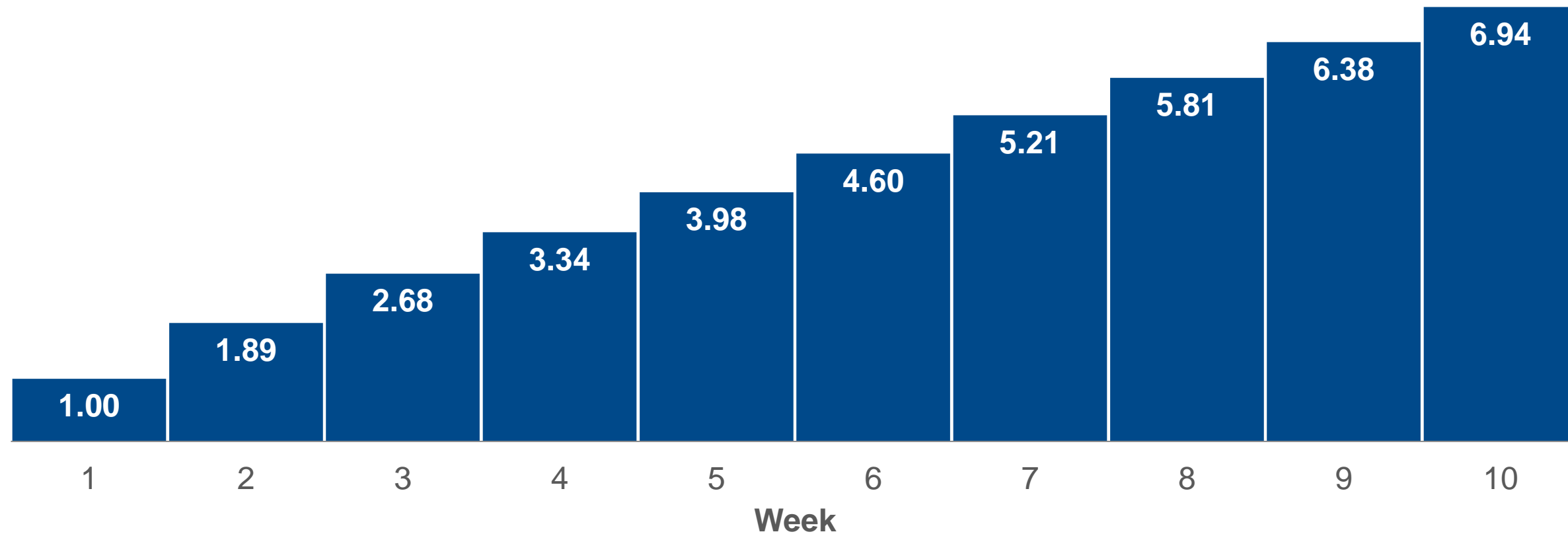
30%  
Men

## Participants

On average, male participants lose  
more weight than female  
participants.

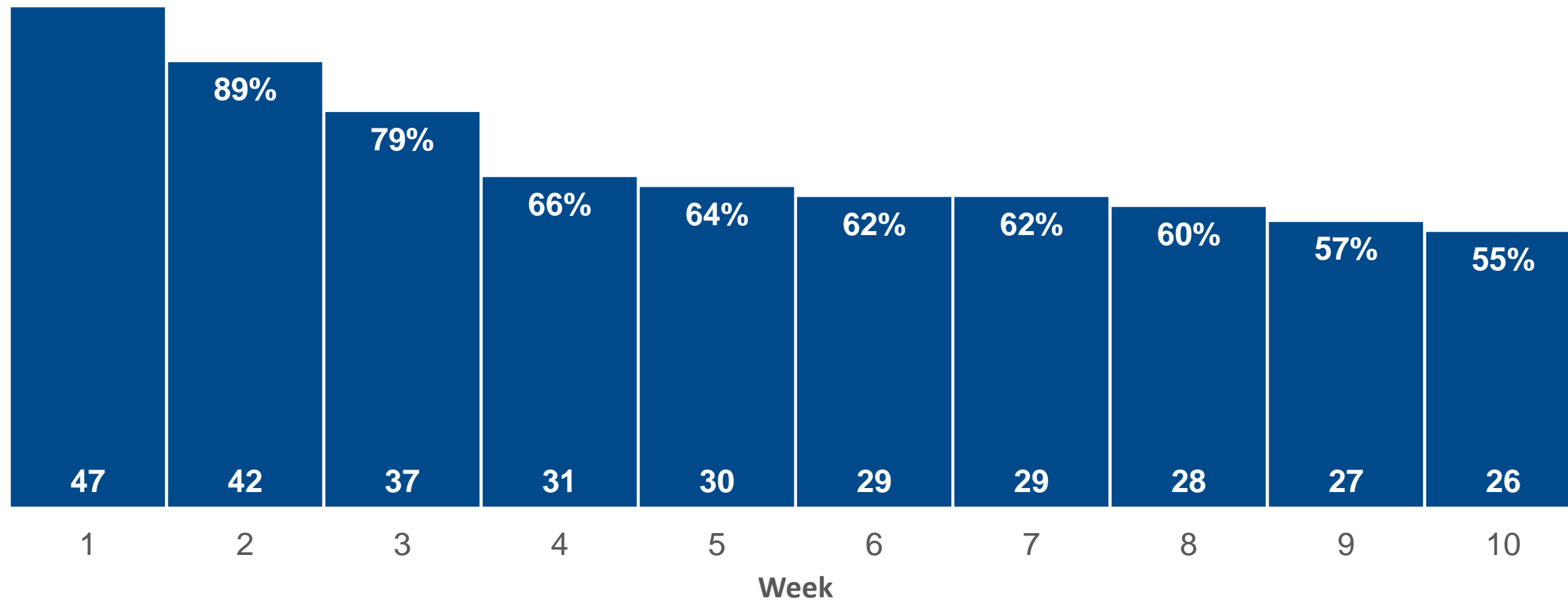
# Participation Report

Average total of classes participated per participant per week



# Participation Report

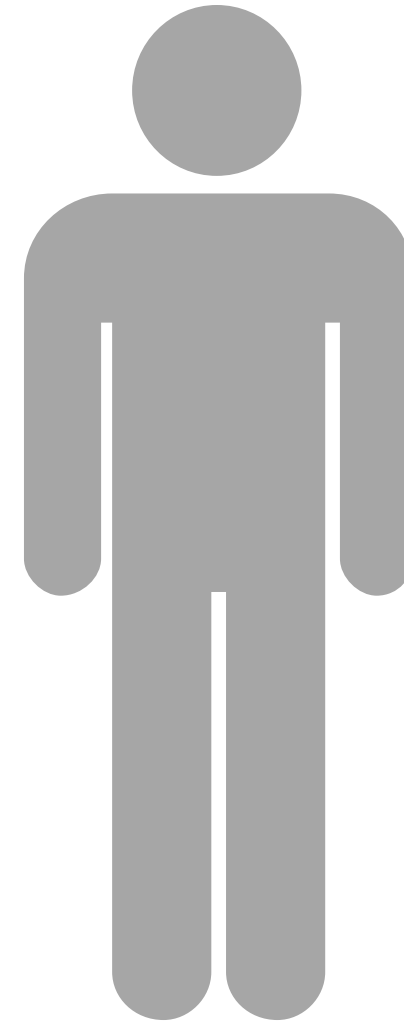
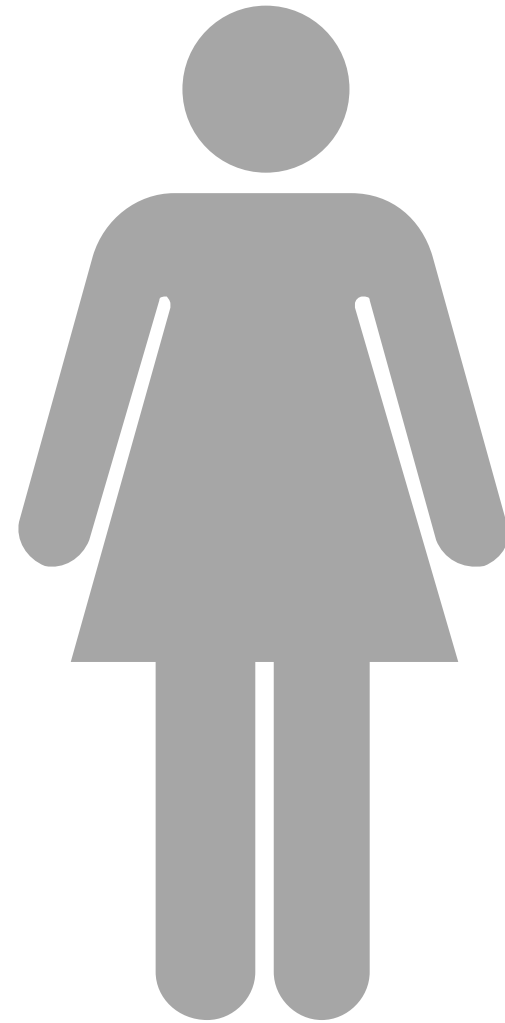
## Weekly Participation



# Participation Report: Female vs. Male

**61%**

20 Participated in 8  
or More Weeks



**57%**

8 Participated in 8  
or More Weeks

**58%**

19 Participated in all  
10 Weeks

**50%**

7 Participated in all  
10 Weeks

**60%**

28 Participated 8 or  
more Weeks

**55%**

26 Participated in all  
10 Weeks



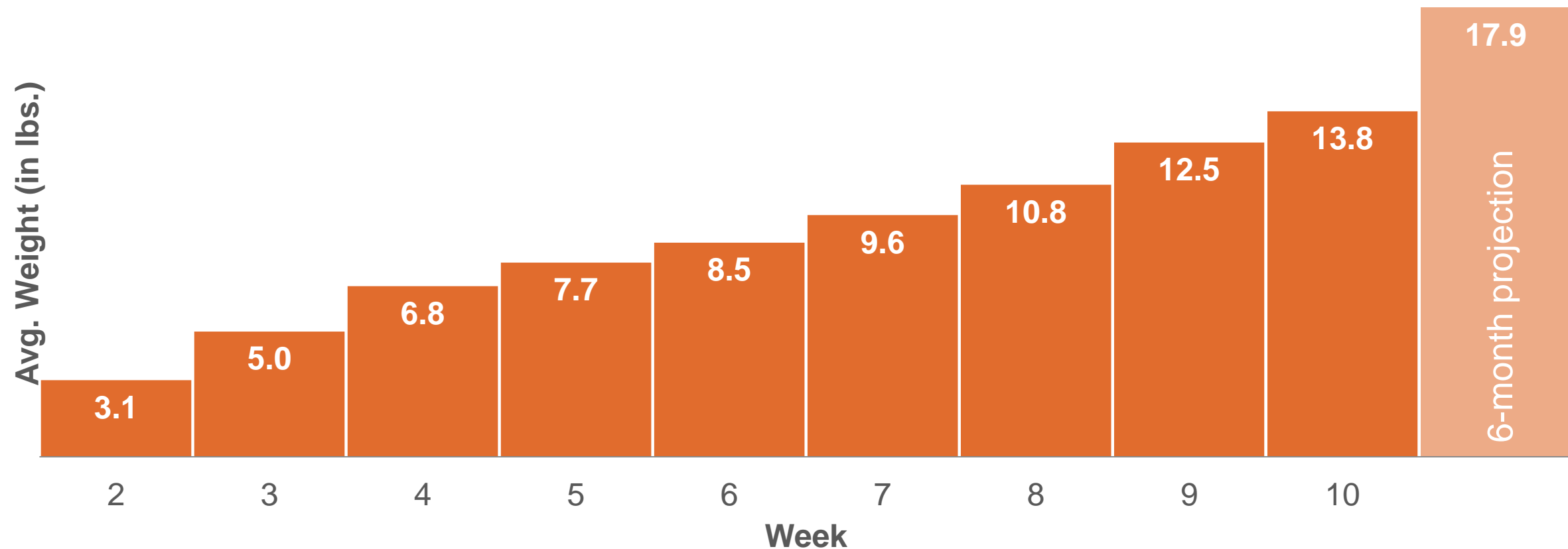
WEIGHT LOSS



# Weight Loss by Week

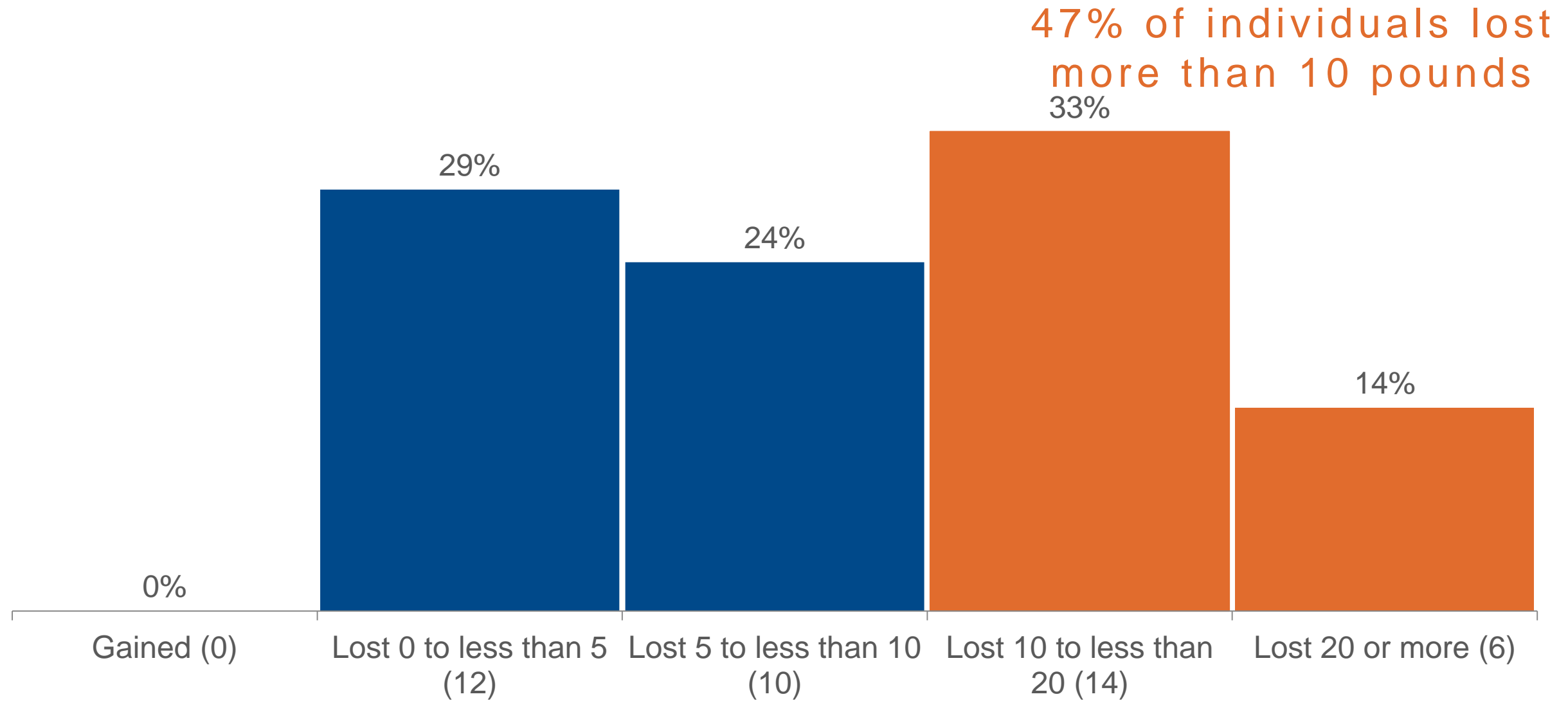
For active participants

## Total Weight Loss Greater Than 400 lbs.



# Weight Loss by Pounds

Percentage of total population recording weight more than once



N=42

**55% of individuals lowered their  
diabetes risk.**

# TESTIMONIALS



We are in week 5 and I have lost 23 pounds I feel a lot better  
-Woodbury County Participant

I have learned that I can eat what I like and still loose weight as long as I eat 1 food at a time, eat slowly and take 25 min. to eat.  
Thank you Naturally Slim.

-Woodbury County Participant



NEXT STEPS





# What's next for participants?



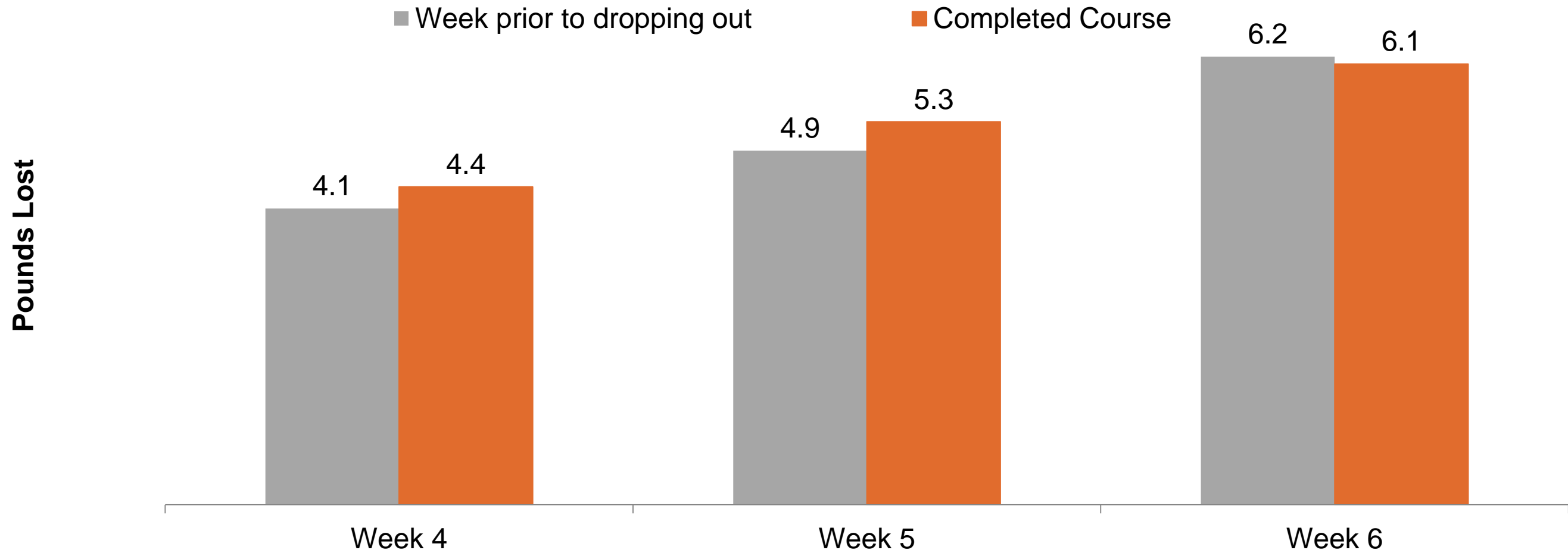
# GLOSSARY & CLARIFICATIONS



# What about the dropouts?

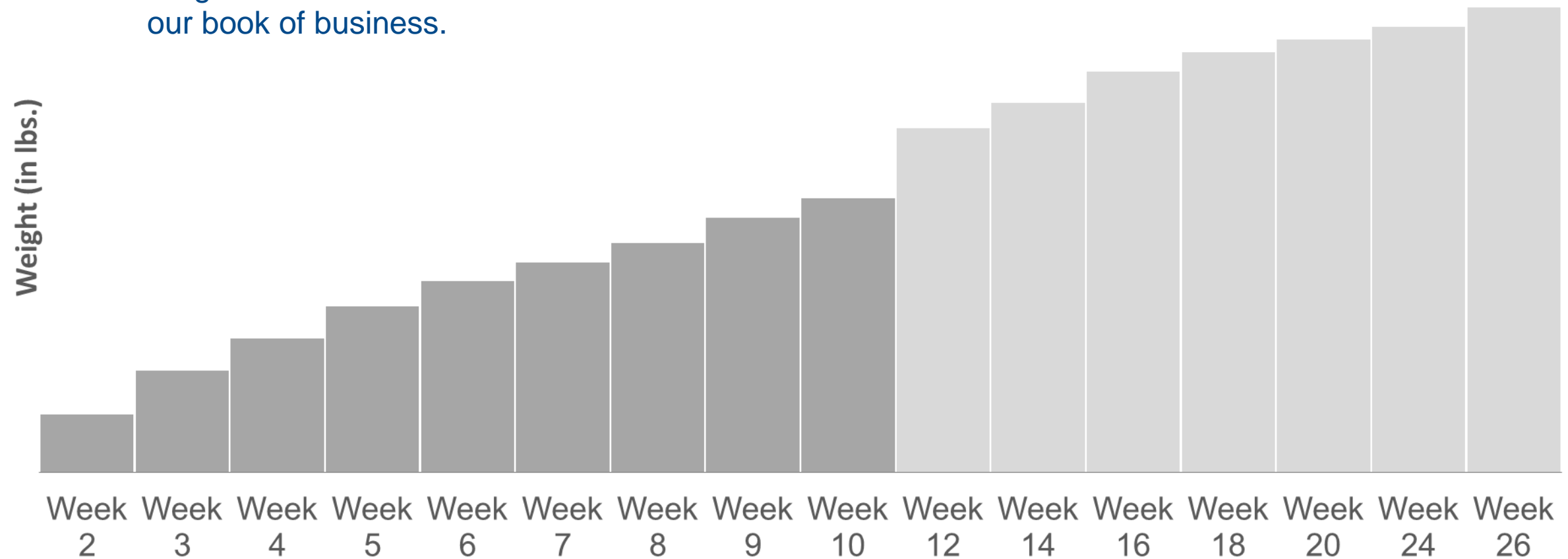
- Dropout does not necessarily equal failure
- Individuals drop out of weight loss programs for a variety of reasons
- We have observed that individuals who drop out of Naturally Slim have similar weight loss at the last recorded weight to those that complete Naturally Slim

# The Dropouts



# 6-Month Weight Loss Projection

The projected 6 month weight loss is a conservative estimate of weight loss at 6 months based on our book of business.



# Federal Treatment Guidelines: How much weight loss is clinically significant?

- The 2013 Federal Weight Loss Treatment Guidelines State:  
“...sustained weight loss of as little as **3% to 5%** is likely to results in clinically meaningful reductions in levels of triglycerides, blood glucose, and glycated hemoglobin and in the risk of developing type 2 diabetes...”
- Based on these guideline clinically significant weight loss is defined as **3% or more**



# Questions?

Rita Woodard | Project Manager  
(214) 265-6648  
[rwoodard@acaphealth.com](mailto:rwoodard@acaphealth.com)





**Heather Satterwhite**

---

**From:** Matthew Salvatore  
**Sent:** Friday, October 06, 2017 3:14 PM  
**To:** City All; County All  
**Subject:** Pearl Street Park Dedication

Sioux City's new downtown park located at 7<sup>th</sup> and Pearl is close to completion! The park dedication will be held on October 19. Details are below. Feel free to forward this on to others.

You're invited to the dedication of

## Pearl Street Park



**Thursday, October 19 at 1:30 pm**

**at the corner of 7th & Pearl Street**

---

**Come experience the newest greenspace in downtown: Pearl Street Park.**



No RSVP necessary.

We hope to see you there!

Photos of the park in progress:



Special thanks to

*Regina*  
**ROTH**

for your contribution toward this project.

---