



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 12, 2021) (WEEK 2 OF 2021)

Live streaming at:

https://www.youtube.com/user/woodburycountyiowa

Agenda and Minutes available at:

www.woodburycountyiowa.gov

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Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov
Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov
Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 12, 2021 at 3:45 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

3:45 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 9 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 January 5, 2021 meeting
4. Approval of claims
5. Board Administration – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #894720460003 (aka 1419 Silver Street) for Tuesday, January 26th at 4:35 p.m.
6. Human Resources – Melissa Thomas
a. Approval of Memorandum of Personnel Transactions
b. Authorization to Initiate Hiring Process
c. Approval of request to deauthorize county position

7. County Auditor's Office – Steve Hofmeyer
 - a. Approval of Bryce Gerking to Grange Township Trustee
 - b. Approval of Martin Davis to Morgan Township Trustee
 - c. Approval of Camric Hamann to Morgan Township Trustee
 - d. Approval of Mary Kay Schroeder to Smithland City Council
 - e. Approval of Mark Wendt to Smithland City Council

8. Community & Economic Development – David Gleiser
 - a. Authorize chairman to sign Release of Mortgage made to Christen J. Countryman and Jodi L. Countryman
 - b. Authorize chairman to sign Release of Mortgage made to CEDCORP, INC. and MacDawn Enterprise, LLC
 - c. Authorize chairman to sign the Release of Assignment of Leases and Rents made to CEDCORP, INC. and MacDawn Enterprise LLC

9. Board of Supervisors – Rocky De Witt
Approval of Chairman's 2021 Liaison and Committee Assignments

End Consent Agenda

- | | | |
|--------------------------------|--|-------------------------------------|
| | 10. Juvenile Detention Center – Ryan Weber
Approval of request for contract with State of Nebraska for Woodbury County Detention bed usage | Action |
| | 11. Approval of and presentation of proclamation for National Slavery and Human Trafficking Prevention Month | Action |
| 4:45 p.m.
(Set time) | 12. Community & Economic Development – David Gleiser <ol style="list-style-type: none"> a. Public hearing on Application for Zoning District Designation Mapping b. Approve the application for the zoning district designation mapping amendment c. Conduct the first reading of the ordinance | Action
Action |
| | 13. Secondary Roads – Mark Nahra
Approval of plans for project number ER-C097(145)—58-97 | Action |
| | 14. Board of Supervisors – Jeremy Taylor <ol style="list-style-type: none"> a. Approve a committee consisting of two supervisors, Human Resources Director, Budget Analyst, someone from the Auditor's Office and the Assistant County Attorney to visit about what other counties and governmental entities offer for early retirement program and make a recommendation to the Board of Supervisors b. Approve budget items for cost saving to include consideration of lowering reserve levels in General Basic and reducing the voluntary EMS Fund while still providing loan assistance c. Discussion on impending deployment and Board of Supervisors options | Action

Action
Information |
| | 15. Reports on Committee Meetings | Information |
| | 16. Citizen Concerns | Information |

17. Board Concerns	Information
18. Budget Review Discussion for FY 2022	<u>Page</u>
a. County Library – R.B.	2-6
b. County Attorney	
1. Jury & Witness Fees – G.S.	15
2. County Attorney Forfeiture – N.T.	16-17
3. County Fine Collections – N.T.	18-19
c. Conservation	
1. Nature Center – N.T.	20-23
2. REAP– N.T.	18-19
3. Conservation Reserve – N.T.	24-27
d. Department of Human Services	1-2
e. Auditor	
1. Elections	
a. General Election – G.S.	17-18
b. School/City Elections – G.S.	21
c. City Primary Elections – G.S.	23
f. Building Services	
1. Anthon Courthouse – G.B.	18
2. Praire Hills Facility – G.B.	19-20
3. District Health Building – G.B.	21
4. Tri View Facility – G.B.	28-29
g. Sheriff	
1. Sheriff Commissary – N.T.	34-35
2. Prisoner Room & Board – N.T.	36-37
3. Sheriff Forfeiture – N.T.	41-42
h. Supervisors	
Youth Guidance Services – G.S.	41
i. Emergency Services	
1. EMS Loan Fund – N.T.	15-16
2. EMS Training – N.T.	18-19

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., JAN. 13** 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
10:00 a.m. STARComm Board Meeting, The Security Institute, WIT Campus
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., JAN.14** 12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St.
- FRI., JAN. 15** 12:00 p.m. Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., JAN. 20** 12:00 p.m. Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
10:00 a.m. Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
2:00 p.m. Sioux City Conference Board Meeting, City Hall Council Chambers
- THU., JAN. 21** 4:30 p.m. Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- SAT., JAN. 23** 12:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- MON., JAN. 25** 6:00 p.m. Zoning Commission Meeting, First Floor Boardroom
- TUE., JAN. 25** 2:00 p.m. Decat Board Meeting, Western Hills AEA, Room F
- WED., JAN. 27** 2:30 p.m. Rolling Hills Community Services Region Governance Board Meeting
- THU., JAN. 28** 11:00 a.m. Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., FEB. 1** 6:00 p.m. Board of Adjustment meeting, First Floor Boardroom
- TUE., FEB. 2** 4:45 p.m. Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., FEB. 3** 12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- THU., FEB. 4** 10:00 a.m. COAD Meeting, The Security Institute
- WED., FEB. 13** 8:05 a.m. Woodbury County Information Communication Commission, First Floor Boardroom
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill (
- THU., FEB. 14** 12:00 p.m. SIMPCO Board of Directors, 1122 Pierce St.
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park

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.

JANUARY 5, 2021, FIRST MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 5, 2021 at 3:30 p.m. Board members present were Radig, Ung, Wright, De Witt, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, HR Director, Joshua Widman, Board Attorney, Dennis Butler, Budget/Tax Analyst and Patrick Gill, Auditor/Clerk to the Board.

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

- 1. There were no citizen concerns.
- 2. Motion by Taylor second by De Witt to approve the agenda for January 5, 2021. Carried 5-0. Copy Filed.

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

- 3. To approve minutes of the January 4, 2021 meeting. Copy filed.
- 4. To approve the claims totaling \$461,969.27. Copy filed.
- 5a. To approve the appointment of Jeremy Taylor, Board Member, Board of Supervisors Dept., effective 1-01-21, \$36,049.35/year. Elected Official.; the appointment of Chad Sheehan, Sheriff, County Sheriff Dept., effective 1-01-21, \$115,213.45/year.; the other of Matthew Ung, Board Vice Chair, Board of Supervisors Dept., effective 01-04-21, \$36,049.35/year, -19%=-\$6,870.38/yr. From Board Chairperson to Board Vice Chair.; the other of Rocky De Witt, Board Chairperson, Board of Supervisors Dept., effective 01-04-21, \$42,919.73/year, 19%=\$6,870.38/yr. From Board Member to Board Chairperson.; the other of Keith Radig, Board Member, Board of Supervisors Dept.; effective 01-04-21, \$36,049.35/year, 0%. From Board Vice Chair to Board Member.; the separation of Kent Roepke, Sheriff Deputy, County Sheriff Dept., effective 1-08-21. Retirement.; and the appointment of Loni Kuhlmann, Director, Veteran Affairs Dept., effective 1-11-21, \$50,000/year. Job Vacancy Posted 10-14-20. Entry Level Salary: \$50,000/year. Copy filed.
- 5b. To approve the request of Kent Roepke to remain on the County health and dental insurance. Copy filed.
- 5c. To approve the liability and property policies with One Beacon and Travelers Insurance for calendar year 2021. Copy filed.
- 5d. To approve and receive for signatures a Resolution thanking and commending Kent Roepke for years of service with Woodbury County.

RESOLUTION #13,120
A RESOLUTION THANKING AND COMMENDING
KENT ROEPKE
FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Kent Roepke has capably served Woodbury County as an employee of the Woodbury County Sheriff's Office for 30 years from April 15, 1991 to January 8, 2021.

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

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

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

BE IT SO RESOLVED this 5th day of January, 2021.
WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

6. To approve the underground utility permit for the City of Correctionville for a sanitary sewer force main in Rock Township. Copy filed.

Carried 5-0.

7. Motion by Taylor second by Wright to have the county farm appraised by Dennis Reyman (Stalcup Ag Inc) who is President of the American Society of Farm Managers and Rural Appraisers, to gain information so that the Board can make the best informed decision moving forward regarding closed session meeting on price, review of the appraisal and recommendations for parceling, and any previous sale-of-county-farm study. Carried 5-0. Copy filed.
8. The Board heard reports on committee meetings.
9. There were no citizen concerns.
10. Board concerns were heard.
- 11a. Commitment to holding the line for taxpayers with approval of FY22 budget savings of \$1.4 million.
 1. Motion by Ung second by De Witt to reduce by \$570,224 the allocation to SDH (line 0001-01-3040-000-48100). Carried 5-0.
 2. Motion by Ung second by Taylor to transfer from Gaming to General Basic \$85,000 from FY21 carryover funds, and \$215,000 from FY22 fund balance. Carried 5-0.
 3. Motion by Ung second by Taylor to reduce by \$294,163 Rural Basic reserves. Carried 5-0.
 4. Motion by Ung second by Taylor to reduce by \$99,887 General Basic reserves. Carried 5-0.
 5. Motion by Ung second by Taylor to reduce by \$90,000 the Rural Basic levy for Secondary Roads. Carried 5-0.
 6. Motion by Ung second by Taylor to remove the \$61,554 Auditor's Office improvement request for an FTE, placing it at the end of reviews. Carried 5-0.
 7. Motion by Ung second by De Witt to reduce by \$60,000 the allocation to the Self Liability Fund (line 0002-01-9200-000-46000). Carried 5-0.
 8. Motion by Ung second by De Witt to move \$159,314 (includes wages and benefits) from Uniform Patrol Division/General Basic to Rural Basic. Carried 5-0.
- 11b.
 1. Motion by Taylor second by De Witt to receive the General Relief Administration budget as submitted. Carried 5-0.
 2. Motion by Taylor second by Wright to receive the General Relief Assistance budget as submitted. Carried 5-0.
- 11c.
 1. Motion by Taylor second by De Witt to receive the County Supervisors Solid Waste budget as submitted. Carried 5-0.
 2. Motion by Taylor second by De Witt to receive the County Supervisors Miscellaneous Refunds budget as submitted. Carried 5-0.
 3. Motion by De Witt second by Radig to receive the County Supervisors CF Rebates budget as submitted. Carried 5-0.

4. Motion by Taylor second by De Witt to receive the County Supervisors Public Bidder budget as submitted. Carried 5-0.
 5. Motion by De Witt second by Wright to receive the County Supervisors Mail Services budget as submitted. Carried 5-0.
 6. Motion by Taylor second by De Witt to receive the County Supervisors District Court Operations budget as submitted. Carried 5-0.
 7. Motion by Radig second by Ung to receive the County Supervisors Court Appointed Juvenile Attorneys budget as submitted. Carried 5-0.
 8. Motion by Taylor second by Radig to receive the County Supervisors Risk Management Services budget as submitted. Carried 5-0.
 9. Motion by De Witt second by Radig to receive the County Supervisors Soil Conservation – Currently funded thru LOST budget as submitted. Carried 5-0.
 10. Motion by Taylor second by Radig to receive the County Supervisors Medical Examiner budget reduced by \$50,000.00. Carried 5-0.
 11. Motion by Radig second by Taylor to defer action to receive the County Supervisors Starcom Program budget as submitted. Carried 5-0.
 12. Motion by De Witt second by Taylor to receive the County Supervisors Sheriff Training Center budget as submitted. Carried 5-0.
 13. Motion by Taylor second by Radig to receive the County Supervisors Township Officers budget as submitted. Carried 5-0.
 14. Motion by Taylor second by De Witt to receive the County Supervisors Infrastructure/Economic Development (Event Center/ CAT Grant/Riverfront) budget as submitted. Carried 5-0.
- 11d. 1. Motion by De Witt second by Radig to receive the Auditor Recorder Records Management budget as submitted. Carried 5-0.
2. Motion by De Witt second by Radig to receive the Auditor Recorders Electronic Fees budget as submitted. Carried 5-0.
- 11e. 1. Motion by Taylor second by Ung to defer action to receive the Emergency Services EMS Loan Fund budget as submitted. Carried 5-0.
2. Motion by Taylor second by Wright to defer the Emergency Services EMS Training budget as submitted. Carried 5-0.

The Board adjourned the regular meeting until January 12, 2021.

Meeting sign in sheet. Copy filed.

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcels #894720460003**

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

**Lot Two (2) Block Thirty-nine (39) North Sioux City Addition, City of Sioux City, Woodbury County, Iowa
(1419 Silver Street)**

NOW THEREFORE,

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

1. That a public hearing on the aforesaid proposal shall be held on the **26th Day of January, 2021 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **26th Day of January, 2021**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$616.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 12th Day of January, 2021.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Rocky L. De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Danny Robinson Date: 3-5-20

Address: 1515 Goldie, S.C. 51109 Phone: 281-8972

Address or approximate address/location of property interested in:

1419 Silver St.

GIS PIN # 894720460003

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

Legal Description:

North Sioux City lot 2 Blk 39

Tax Sale #/Date: 825/2016 Parcel # _____

Tax Deeded to Woodbury County on: 11/25/20

Current Assessed Value: Land 4,400 Building 0 Total 4,400

Approximate Delinquent Real Estate Taxes: \$3,660.00

Approximate Delinquent Special Assessment Taxes: _____

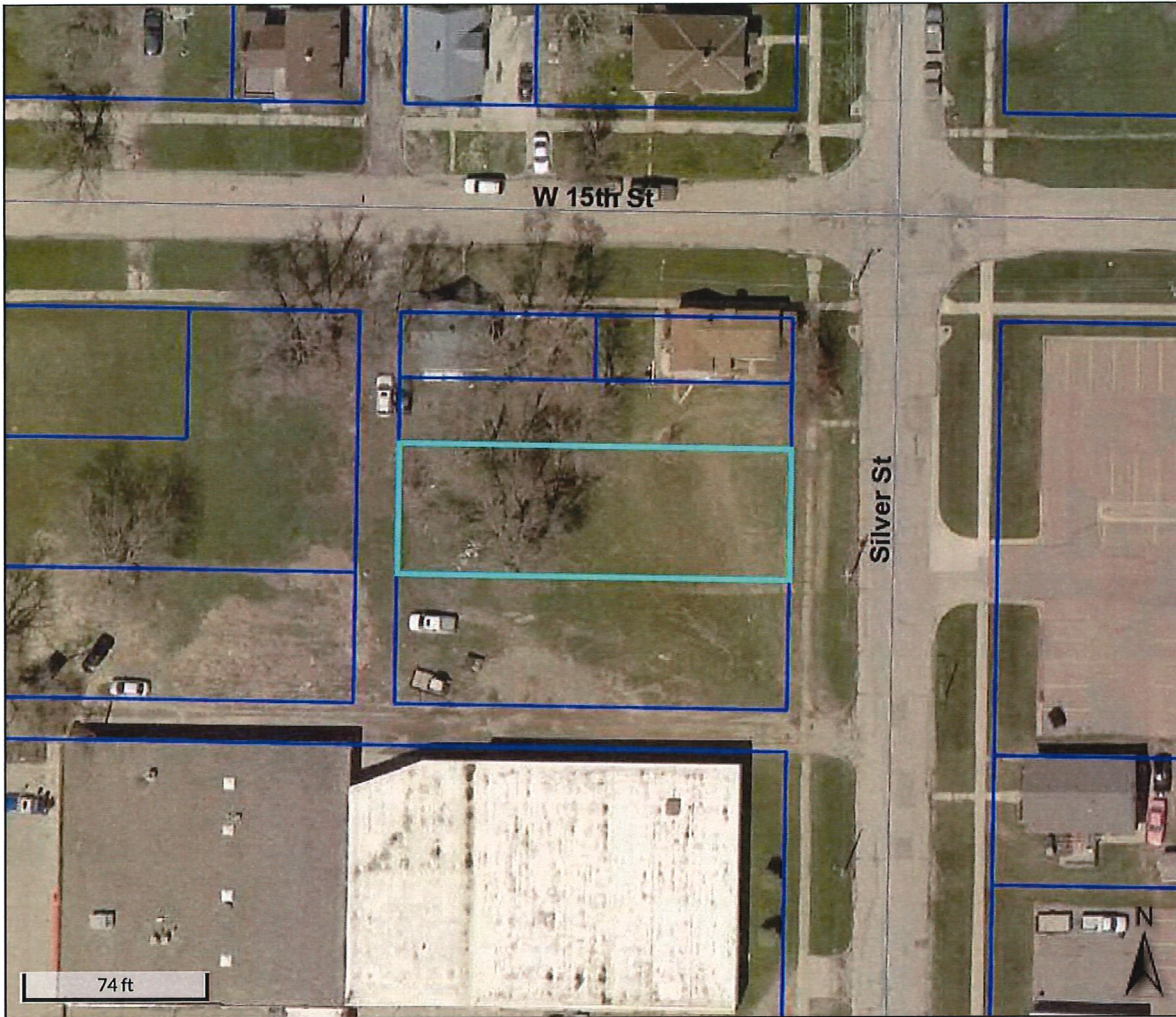
*Cost of Services: \$116

Inspection to: Matthew Ung Date: 3-5-20

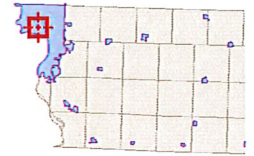
Minimum Bid Set by Supervisor: \$500 plus \$116 for cost of services.

Date and Time Set for Auction: Tuesday, January 26 @ 4:35 Total: \$616

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



Overview



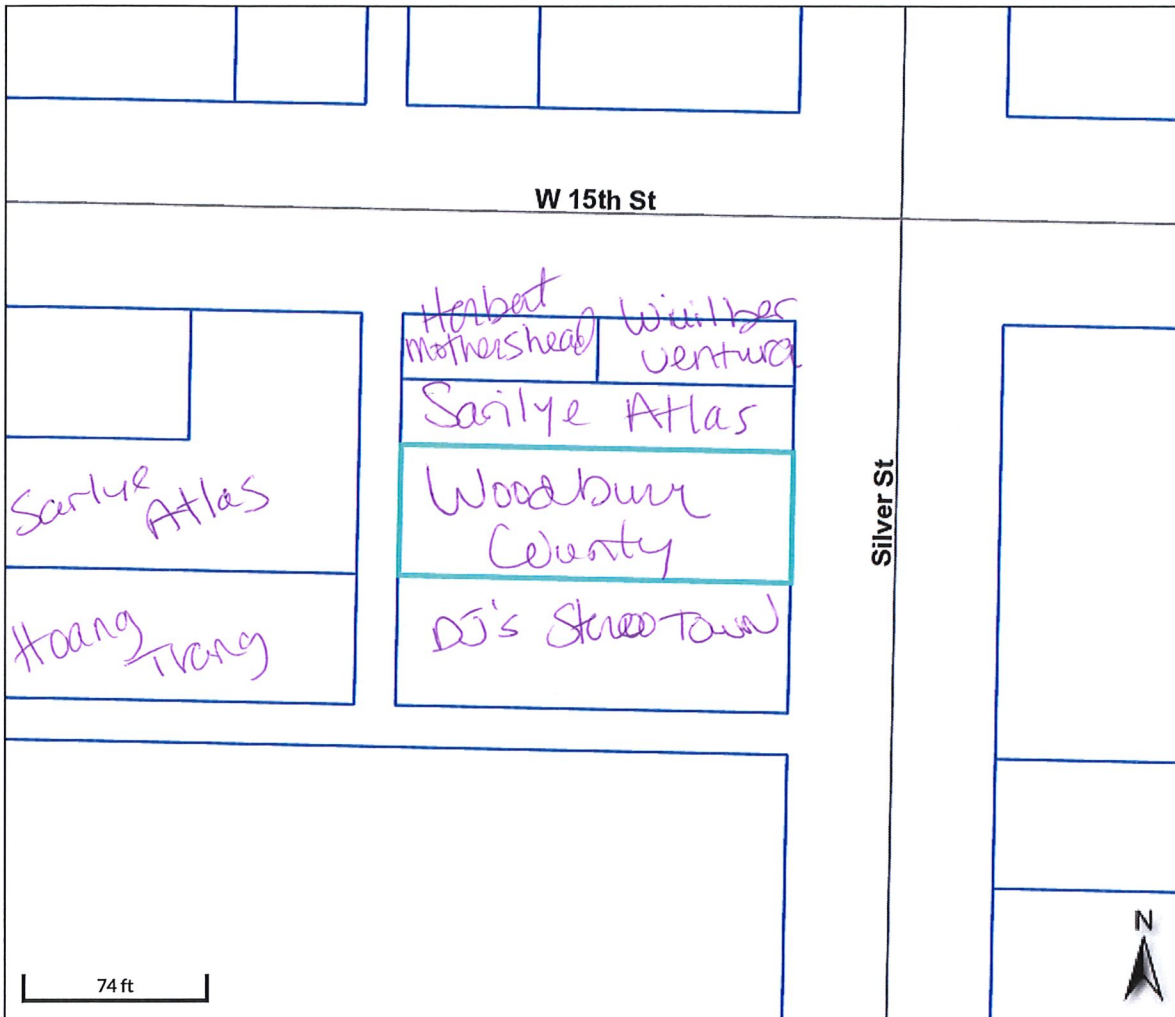
Legend

-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

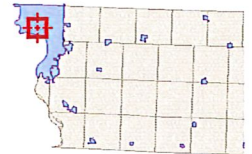
Parcel ID	894720460003	Alternate ID	59040	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS ST
Property Address	1419 SILVER ST	Acreeage	n/a		SIOUX CITY, 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	NORTH SIOUX CITY LOT 2 BLK 39				
	(Note: Not to be used on legal documents)				

Date created: 12/15/2020
 Last Data Uploaded: 12/14/2020 7:27:50 PM

Developed by  Schneider
 GEOSPATIAL



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894720460003	Alternate ID	59040	Owner Address	WOODBURY COUNTY IOWA
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	(Note: Not to be used on legal documents)				

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 Last Data Uploaded: 12/14/2020 7:27:50 PM

Developed by Schneider
 GEOSPATIAL

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 12, 2021

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Peterson, Todd	County Sheriff	1-04-21	% Deputy Captain – 82%	\$94,475.03/year	32%= \$23,023.67/yr	P	Promotion from Deputy to 82% Deputy-Captain.
Hanson, John	County Treasurer	1-15-21	Clerk II			S	Resignation.
Koepke, Kimberlee	County Treasurer	1-17-21	Clerk III	\$25.83/hour	9%=\$2.14/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 5/Step 4 to Grade 5/Step 5.
Smith, Diane	County Attorney	1-29-21	Asst. County Attorney			S	Resignation.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director



Woodbury County Sheriff's Office

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

Chad Sheehan, SHERIFF

PHONE: 712.279.6010
E-MAIL: csheehan@woodburycountyiowa.gov
FAX: 712.279.6522

Jan 4th, 2021

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 promote Todd Peterson to the rank of Captain. This position is Sheriff Sheehan's third allotted appointed position. We request this be placed on the agenda for the Tuesday, January 5th, 2021, Woodbury County Board of Supervisors meeting. Captain Peterson will be compensated at 82% of the Sheriffs salary. Effective date will be January 4th. Thank you.

Sincerely,

Tony Wingert
Chief Deputy

Cc: file

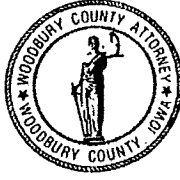
HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

DATE: January 12, 2021

AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Attorney	Asst. County Attorney	AFSCME: \$61,508- \$71,131/year		
County Sheriff	% Deputy Captain – 82%	\$94,475.03/year		
County Treasurer	Clerk II	AFSCME Courthouse: \$17.30/hour		

Chairman, Board of Supervisors



WOODBURY COUNTY ATTORNEY

PATRICK "PJ" JENNINGS
COUNTY ATTORNEY

300 COURTHOUSE
620 DOUGLAS STREET
SIOUX CITY, IOWA 51101

TELEPHONE
712-279-6516
FAX # 712-279-6457

MEMORANDUM

Date: January 6, 2021
To: Board of Supervisors
From: PJ Jennings
RE: Request for New Hire

Supervisors:

On January 29, 2021, one of our juvenile attorneys will be resigning to seek a new opportunity. This is a very important position within our office of which we will only have two remaining after this employee leaves. It is crucial that we get a new attorney hired as soon as possible as the duties and learning curve for a new juvenile prosecutor can be quite over-whelming.

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

A handwritten signature in black ink, appearing to be "PJ Jennings", written over the text of the memorandum.

To: Woodbury County Board of Supervisors

From: Diana Christensen

Date: 1/5/21

Subject: Hire fulltime Clerk II Universal Clerk

I am requesting to hire a Clerk II Universal Clerk as a replacement for John Hanson.

Thank you for your time and consideration

Diana Christensen

Chief Deputy Treasurer

HUMAN RESOURCES DEPARTMENT
WOODBURY COUNTY, IOWA

#6c

DATE: January 12, 2021

REQUEST TO DEAUTHORIZE COUNTY POSITION(S)

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
County Sheriff	% Deputy Major		

Chairman, Board of Supervisors

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Grange Township Clerk School/City/Township/
Rita Gerking Extension/Soil & Water
Secretary/Clerk
12-18-2020 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 Grange Township Trustee
Name Bryce Gerking
Address 2205 Deer Run Trail
City/Zip Bronson, IA 51007
Date of appointment 12-09-2020

This appointment is to fill the office previously held by:

Bryce Gerking (Carolyn Lau declined after election)
(Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Morgan School/City/Township/
Morgan Township (Lance Hamann) Extension/Soil & Water
Secretary Clerk
December 21, 2020 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 Morgan Township Trustee
Name Martin Davis
Address 2326 Story Ave.
City/Zip Battle Creek, IA 51006
Date of appointment December 21, 2020

This appointment is to fill the office previously held by:

~~Kurt Heinze~~ Kirk Petersen (4yr)
(Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

2020 DEC 28 PM 4:20
PATRICK F. GILL
WOODBURY COUNTY
AUDITOR RECORDER
COMM OF ELECTIONS

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Morgan School/City/Township/
Morgan Township (Lance Hamann) Extension/Soil & Water
December 21, 2020 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 Morgan Township Trustee
Name Camric Hamann
Address 2308 Safford Ave.
City/Zip Correctionville, IA 51016
Date of appointment December 21, 2020

This appointment is to fill the office previously held by:

~~Kirk Petersen~~ Kurt Heinse (2 yr)
(Name of previous official)

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

2020 DEC 28 PM 4:20
PATRICK F. GILL
WOODBURY COUNTY
AUDITOR RECORDER
COMM OF ELECTIONS

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Smithland City Hall, Smithland IA

Dianne Mcteer Secretary/Clerk

1/05/2021 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 City Council

Name: MaryKay Schroeder

Address 216 Walnut St
Smithland, IA 51056

Date of appointment: August 6, 2020 Resolution 2020-10

This appointment is to fill the office previously held by: Angela Conaway

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Smithland City Hall, Smithland IA

Dianne Mcteer Secretary/Clerk

Date: 1/05/2021

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 City Council

Name: Mark Wendt

Address 301 West Main St
Smithland, IA 51056

Date of appointment: April 2, 2020 by Resolution 2020 04-02

This appointment is to fill the office previously held by: Dianne Mcteer

RETURN TO: Patrick F. Gill
Woodbury County Commissioner of Elections
620 Douglas St, Rm 103
Sioux City, IA 51101

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

Date: 1/6/21 Weekly Agenda Date: 1/12/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign Release of Mortgage made to Christen J. Countryman and Jodi L. Countryman

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to authorize the Chairman to sign the Release of Mortgage made to Christen J. Countryman and Jodi L. Countryman as their "Investing in Woodbury County" loan has been paid in-full.

BACKGROUND:

On 4/14/15, the County made a mortgage to Christen J. Countryman and Jodi L. Countryman for a loan in the amount of \$35,000 on a 5-yr fixed term at 2% via the Investing in Woodbury County Revolving Loan Fund. The loan has been paid in-full and the County should release the mortgage accordingly.

FINANCIAL IMPACT:

0

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:

Authorize the Chairman to sign the Release of Mortgage.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve and authorize the Chairman to sign the Release of Mortgage made to Christen J. Countryman and Jodi L. Countryman.

Prepared by and return to: David Gleiser, Woodbury County, Iowa,
620 Douglas Street, Sioux City IA 51101 (712) 279-6609

RELEASE OF MORTGAGE

In consideration of the payment of the debt named therein
(\$35,000.00), Woodbury County, Iowa hereby releases the mortgage
made to Christen J. Countryman and Jodi L. Countryman, as husband
and wife, filed 6/09/2016 as Document NO. 14210, and Roll 747 and
Image 6065-6074 of the Real Estate Mortgage records of said
Woodbury County.

Executed 1/12/2021

Woodbury County, Iowa

Rocky DeWitt
Chairman of the Board
of Supervisors

STATE OF IOWA

COUNTY OF WOODBURY

The foregoing Release of Mortgage was acknowledged before me on
1/12/2021 by Rocky DeWitt, Chairman of the Board of Supervisors
for Woodbury County, Iowa.

Patrick F. Gill
Woodbury County Auditor

Roll 747 Image 6065-6074

Document 14210 Type MG Pages 10

Date 6/09/2016 Time 3:59 PM

Rec Amt \$ 00

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

MORTGAGE

Recorder's Cover Sheet

Preparer Information:

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

Return Document To:

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

Grantor(s):

Christen J. Countryman and Jodi L. Countryman, husband and wife

Grantee:

Woodbury County, Iowa

Legal Description:

See Exhibit A - Page 10

MORTGAGE

THIS MORTGAGE is made between Christen E. Countryman and Jodi L. Countryman, husband and wife ("Mortgagor") and Woodbury County, Iowa ("Mortgagee").

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

a. Land and Buildings. All of Mortgagor's right, title and interest in and to the real estate situated in Woodbury County, Iowa and legally described on Exhibit A – Page 10 (the "Land") and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

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

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

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

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

a. The payment of the loan made by Mortgagee to Countryman Financial Group, LLC evidenced by a promissory note dated April 14, 2015 in the principal amount of \$35,000.00 with a due date of April 1, 2020, any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefore; and

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

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

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

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

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. If to Mortgagor, to:
Christen J. and Jodi L. Countryman
1264 Ida Avenue
Moville, IA 51039

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

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

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

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

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


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

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

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

Dated this 14th day of April, 2015.

Christen J. Countryman and Jodi L. Countryman, husband and wife


Christen J. Countryman, Individually

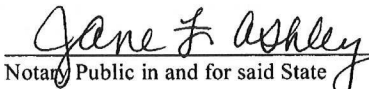

Jodi L. Countryman, Individually

State of Iowa, County of Woodbury, SS:

On this 14th day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Christen J. Countryman, to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

SEAL



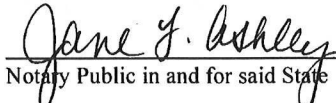

Notary Public in and for said State

State of Iowa, County of Woodbury, SS:

On this 14th day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Jodi L. Countryman, to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

SEAL




Notary Public in and for said State

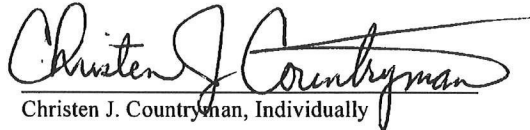
NOTICE OF WAIVER OF HOMESTEAD EXEMPTION

This NOTICE OF WAIVER OF HOMESTEAD EXEMPTION is attached to and by this reference is made a part of the Mortgage dated April 14, 2015.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS MORTGAGE, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS MORTGAGE.

THIS NOTICE OF WAIVER OF HOMESTEAD EXEMPTION IS EXECUTED ON April 14, 2015.

GRANTORS:


Christen J. Countryman, Individually


Jodi L. Countryman, Individually

Exhibit A

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Fifteen (15), Township Eighty-nine (89) North, Range Forty-four (44) West of the 5th P.M., Woodbury County, Iowa, further described as follows:

Commencing at the Northeast (NE) Corner of the Southeast Quarter (SE¼) of said Section Fifteen (15); thence South Zero Degrees Zero Minutes Zero Seconds (S 00° 00' 00") East along the East line of the Southeast Quarter (SE¼) of said Section Fifteen (15) a distance of Three Hundred Thirteen Feet (313') to the point of beginning; thence continuing on said East line South Zero Degrees Zero Minutes Zero Seconds (S 00° 00' 00") East a distance of Nine Hundred Ten Feet (910'); thence South Ninety Degrees Zero Minutes Zero Seconds (S 90° 00' 00") West a distance of Five Hundred Ninety Feet (590'); thence North Zero Degrees Zero Minutes Zero Seconds (N 00° 00' 00") West a distance of Nine Hundred Ten Feet (910'); thence North Ninety Degrees Zero Minutes Zero Seconds (N 90° 00' 00") East a distance of Five Hundred Ninety Feet (590') to the point of beginning.

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

Date: 1/6/21 Weekly Agenda Date: 1/12/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign Release of Mortgage made to CEDCORP, INC. and MacDawn Enterprise, LLC

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to authorize the Chairman to sign the Release of Mortgage made to CEDCORP, INC. and MacDawn Enterprise, LLC as their "Investing in Woodbury County" loan has been paid in-full.

BACKGROUND:

On 4/9/13, the County made a mortgage to CEDCORP, INC. and MacDawn Enterprise, LLC for a loan in the amount of \$125,000 on a 10-yr fixed term at 2% via the Investing in Woodbury County Revolving Loan Fund. The loan has been paid in-full and the County should release the mortgage accordingly.

FINANCIAL IMPACT:

0

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:

Authorize the Chairman to sign the Release of Mortgage.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve and authorize the Chairman to sign the Release of Mortgage made to CEDCORP, INC. and MacDawn Enterprise, LLC

Prepared by and return to: David Gleiser, Woodbury County, Iowa,
620 Douglas Street, Sioux City IA 51101 (712) 279-6609

RELEASE OF MORTGAGE

In consideration of the payment of the debt named therein
(\$125,000.00), Woodbury County, Iowa hereby releases the mortgage
made to CEDCORP, INC. and MacDawn Enterprise, LLC, filed
4/10/2013 as Document NO. 13964, and Roll 728 and Image 10986-
10995 of the Real Estate Mortgage records of said Woodbury County.

Executed 1/12/2021

Woodbury County, Iowa

Rocky DeWitt
Chairman of the Board
of Supervisors

STATE OF IOWA

COUNTY OF WOODBURY

The foregoing Release of Mortgage was acknowledged before me on
1/12/2021 by Rocky DeWitt, Chairman of the Board of Supervisors
for Woodbury County, Iowa.

Patrick F. Gill
Woodbury County Auditor

Roll 728 Image 10986-10995

Document 13964 Type MG Pages 10
Date 4/10/2013 Time 11:52 AM
Rec Amt \$52.00

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

MORTGAGE

Recorder's Cover Sheet

Preparer Information:

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

Return Document To:

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

Grantor(s):

CEDCORP, INC. and MacDawn Enterprise, LLC

Grantee:

Woodbury County, Iowa

Legal Description:

See Exhibit A - Page 9

THIS MORTGAGE is made between CEDCORP, INC. and MacDawn Enterprise, LLC ("Mortgagor") and Woodbury County, Iowa ("Mortgagee").

If this box is checked, this Mortgage is a Purchase Money Mortgage.

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

a. Land and Buildings. All of Mortgagor's right, title and interest in and to the real estate situated in Woodbury County, Iowa and legally described on Exhibit A – Page 9 (the "Land") and all buildings, structures and improvements now standing or at any time hereafter constructed or placed upon the Land (the "Buildings"), including all hereditament, easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the Land.

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

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

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

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

a. The payment of the loan made by Mortgagee to Mortgagor evidenced by a promissory note dated April 9, 2013 in the principal amount of \$125,000.00 with a due date of May 1, 2023, any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefore; and

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

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

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

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

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

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

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

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

10. Insurance.

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

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

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

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

e. Notice of Damage or Destruction; Adjusting Loss. If the Mortgaged Property and any part thereof shall be damaged or destroyed by fire or other casualty, Mortgagor will, within five (5) calendar days after the occurrence of such damage or destruction, give written notice thereof to the insurance carrier and to Mortgagee and will not adjust any damage or loss which is estimated by Mortgagor in good faith not to exceed \$25,000 unless Mortgagee shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Mortgagor does hereby irrevocably authorize, empower and appoint Mortgagee as attorney-in-fact for Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. If to Mortgagor, to:

CEDCORP, INC.
1307 Megan's Way
Correctionville, IA 51016

b. If to Mortgagee, to:

Woodbury County, Iowa
620 Douglas Street, County Courthouse
Sioux City, IA 51101

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

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

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

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

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

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

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

Dated this 9th day of April, 2013.

CEDCORP, INC.

By: William B. Forbes
William B. Forbes, President

By: Gayle Jacobs
Gayle Jacobs, Secretary

State of Iowa, County of Woodbury, SS:

On this 9th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Forbes and Gayle Jacobs, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

SEAL



Kim A. Mebius
Notary Public in and for said State

MacDawn Enterprise, LLC

By: *Mark J. McCrea*
Mark J. McCrea, Manager/Member

By: *Dawn E. McCrea*
Dawn E. McCrea, Manager/Member

State of Iowa, County of Woodbury, SS:

On this 9th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark J. McCrea and Dawn E. McCrea, to me personally known, who being by me duly sworn, did say that they are the Managers/Members of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Members; and they acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

SEAL



Kim A. Mebius
Notary Public in and for said State

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Exhibit A

PARCEL 1: THE WEST FIVE FEET (W 5') OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4) IN BLOCK ONE (1), OF "ERWINS SECOND ADDITION TO CORRECTIONVILLE", IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 2: LOTS ONE (1) AND THE EAST NINETEEN FEET AND FIVE INCHES (E 19'5") OF LOT TWO (2), AND THE WEST TWELVE FEET (W 12') OF THE VACATED NORTH/SOUTH ALLEY LYING ADJACENT TO SAID LOT ONE (1), ALL IN BLOCK ONE (1), IN "ERWINS SECOND ADDITION TO CORRECTIONVILLE", IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 3: LOT THREE (3), BLOCK ONE (1), ERWIN'S ADDITION TO CORRECTIONVILLE, AND THE EAST FOUR FEET (4') OF THE ALLEY LYING BETWEEN LOT ONE (1), BLOCK ONE (1), ERWIN'S SECOND ADDITION TO CORRECTIONVILLE AND LOT THREE (3) BLOCK ONE (1), ERWIN'S ADDITION TO CORRECTIONVILLE, IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

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

Date: 1/6/21 Weekly Agenda Date: 1/12/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Authorize Chairman to Sign the Release of Assignment of Leases and Rents made to CEDCORP, INC. and MacDawn Enterprise, LLC

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This item requests the Board to authorize the Chairman to sign the Release of Assignment of Leases and Rents made to CEDCORP, INC. and MacDawn Enterprise, LLC as their "Investing in Woodbury County" loan has been paid in-full.

BACKGROUND:

On 4/9/13, the County made an Assignment of Leases and Rents to CEDCORP, INC. and MacDawn Enterprise, LLC for a loan in the amount of \$125,000 on a 10-yr fixed term at 2% via the Investing in Woodbury County Revolving Loan Fund. The loan has been paid in-full and the County should release the Assignment of Leases and Rents accordingly.

FINANCIAL IMPACT:

0

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:

Authorize the Chairman to sign the Release of Assignment of Leases and Rents.

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve and authorize the Chairman to sign the Release of Assignment of Leases and Rents made to CEDCORP, INC. and MacDawn Enterprise, LLC

RELEASE OF ASSIGNMENT OF LEASES AND RENTS

Recorder's Cover Sheet

Preparer Information:

David Gleiser, 620 Douglas Street, 6th Floor, Sioux City, IA 51101, Phone: (712) 279-6609

Return Document To:

David Gleiser, 620 Douglas Street, 6th Floor, Sioux City, IA 51101, Phone: (712) 279-6609

Grantor(s):

Woodbury County, Iowa

Grantees:

CEDCORP, INC. (Landlord)

MacDawn Enterprise, LLC (Tenant)

Legal Description:

See Page 2

RELEASE OF ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the Woodbury County, Iowa, (hereinafter called "WC"), for valuable consideration, in hand paid, does hereby release and discharge the ASSIGNMENT OF LEASES AND RENTS dated April 9, 2013, made and executed by CEDCORP, INC., as Landlord, and MacDawn Enterprise, LLC, as Tenant, to Woodbury County, Iowa, as Grantee, and recorded in the Office of the Woodbury County Recorder, State of Iowa, as Document 13965 and Roll 728 and Image 10996-10999, on the 10th day of April, 2013. The released ASSIGNMENT OF LEASES AND RENTS pertains to the real estate legally described as:

PARCEL 1: THE WEST FIVE FEET (W 5') OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4) IN BLOCK ONE (1), OF "ERWINS SECOND ADDITION TO CORRECTIONVILLE", IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 2: LOTS ONE (1) AND THE EAST NINETEEN FEET AND FIVE INCHES (E 19'5") OF LOT TWO (2), AND THE WEST TWELVE FEET (W 12') OF THE VACATED NORTH/SOUTH ALLEY LYING ADJACENT TO SAID LOT ONE (1), ALL IN BLOCK ONE (1), IN "ERWINS SECOND ADDITION TO CORRECTIONVILLE", IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 3: LOT THREE (3), BLOCK ONE (1), ERWIN'S ADDITION TO CORRECTIONVILLE, AND THE EAST FOUR FEET (4') OF THE ALLEY LYING BETWEEN LOT ONE (1), BLOCK ONE (1), ERWIN'S SECOND ADDITION TO CORRECTIONVILLE AND LOT THREE (3) BLOCK ONE (1), ERWIN'S ADDITION TO CORRECTIONVILLE, IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

The recording official is hereby authorized and directed to discharge said ASSIGNMENT OF LEASES AND RENTS of record, and after recording this release, to enter upon the margin of the record of said ASSIGNMENT OF LEASES AND RENTS the Book and Page where this release is recorded, in accordance with the provisions of the statutes in such case made and provided.

Woodbury County, Iowa

By: _____
Rocky DeWitt, Chairman of the Woodbury County Board of Supervisors

State of Iowa, County of Woodbury, SS:

On this 12th day of January 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Rocky DeWitt, personally known to me to be the person whose name is subscribed to this instrument and acknowledged to me that he executed this instrument in his authorized capacity, and that by his signature on the instrument Woodbury County, Iowa executed the instrument.

SEAL

Notary Public in and for said State

Roll 728 Image 10996-10999
Document 13965 Type ASLES Pages 4
Date 4/10/2013 Time 11:53 AM
Rec Amt \$22.00

PATRICK F GILL, AUDITOR AND RECORDER
WOODBURY COUNTY IOWA

ASSIGNMENT OF LEASES AND RENTS

Preparer Information:

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

Return Document To:

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

Grantor(s):

CEDCORP, INC. and MacDawn Enterprise, LLC

Grantee:

Woodbury County, Iowa

Legal Description:

See Exhibit A - Page 3

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, CEDCORP, INC. and MacDawn Enterprise, LLC, is indebted to the Woodbury County, Iowa, hereafter referred to as WC, in the principal sum of \$125,000.00 and interest thereon as evidenced by a promissory note dated April 9, 2013.

NOW, THEREFORE, in consideration of the aforesaid and of WC making the above mentioned loan to the undersigned, we, the said undersigned, do hereby agree with WC that until the said loan to WC shall be fully paid as provided in said note, that all rents maturing or payable from tenants of the property located at 319 5th Street, Correctionville, IA 51016, present, or future, shall be payable to WC to apply on the said loan whenever demand therefore may be made by WC, and we do hereby assign to WC all rents which may become due or owing from any and all tenants of the said property under any leases or tenancies now existing or which may be hereafter created, until said loan shall be fully paid, and do hereby authorize and direct such tenant or tenants to pay to WC all rents which may be due or payable by such tenant or tenants upon demand being made by WC.

This assignment of rents is made for the express purpose of being applied to payment of any monthly installment which may be in default on the loan of \$125,000.00 on said property made to WC.

It being understood and agreed that the failure of WC to make demand for, or to collect, any of the said rents shall not constitute any waiver on its part to make any future or other demands therefor.

And it is further understood and agreed that WC under this assignment is in no way assuming any responsibility or liability for the collection of any rents or income from the said property, or any responsibility or liability for the care or maintenance of said property or keeping the same rented, and is and shall be responsible or liable only for the faithful accounting for all rents received by it.

IN WITNESS WHEREOF, the said undersigned, does hereby bind its heirs, assigns, and legal representatives this 9th day of April, 2013.

CEDCORP, INC.

By: William B. Forbes
William B. Forbes, President

By: Gayle Jacobs
Gayle Jacobs, Secretary

State of Iowa, County of Woodbury, SS:

On this 9th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared William B. Forbes and Gayle Jacobs, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and they acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

SEAL



Kim A. Mebius
Notary Public in and for said State

MacDawn Enterprise, LLC

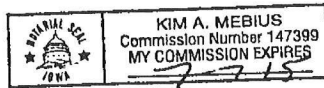
By: *Mark J. McCrea*
Mark J. McCrea, Manager/Member

By: *Dawn E. McCrea*
Dawn E. McCrea, Manager/Member

State of Iowa, County of Woodbury, SS:

On this 9th day of April, 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Mark J. McCrea and Dawn E. McCrea, to me personally known, who being by me duly sworn, did say that they are the Managers/Members of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Members; and they acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

SEAL



Kim A. Mebius
Notary Public in and for said State

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Exhibit A

PARCEL 1: THE WEST FIVE FEET (W 5') OF LOT TWO (2), ALL OF LOTS THREE (3) AND FOUR (4) IN BLOCK ONE (1), OF "ERWINS SECOND ADDITION TO CORRECTIONVILLE", IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 2: LOTS ONE (1) AND THE EAST NINETEEN FEET AND FIVE INCHES (E 19'5") OF LOT TWO (2), AND THE WEST TWELVE FEET (W 12') OF THE VACATED NORTH/SOUTH ALLEY LYING ADJACENT TO SAID LOT ONE (1), ALL IN BLOCK ONE (1), IN "ERWINS SECOND ADDITION TO CORRECTIONVILLE", IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

PARCEL 3: LOT THREE (3), BLOCK ONE (1), ERWIN'S ADDITION TO CORRECTIONVILLE, AND THE EAST FOUR FEET (4') OF THE ALLEY LYING BETWEEN LOT ONE (1), BLOCK ONE (1), ERWIN'S SECOND ADDITION TO CORRECTIONVILLE AND LOT THREE (3) BLOCK ONE (1), ERWIN'S ADDITION TO CORRECTIONVILLE, IN THE COUNTY OF WOODBURY AND STATE OF IOWA.

2021 LIAISON ASSIGNMENTS



- Chairman Rocky De Witt**
- Vice-Chairman Matthew Ung**
- Supervisor Keith Radig**
- Supervisor Jeremy Taylor**
- Supervisor Justin Wright**

Liaisons act as a two-way conduit of information both to implement board policy and to keep the board informed concerning each department. While each supervisor is assumed to have an “open door policy,” the proper procedure for dealing with concerns is to channel them through the appropriate supervisor. In this way, supervisors can divide their time and focus most productively.

Departments

- Building Services-----Ung, Wright
- Community & Economic Development (and Siouxland Chamber of Commerce)---Ung, Radig
- Conservation-----Taylor
- Court Administration-----Ung
- Department Head Meetings-----Chair & Vice Chair
- Department of Human Services-----De Witt
- Emergency Services-----De Witt, Ung
- Human Resources-----De Witt
- Juvenile Court Services-----Taylor
- Juvenile Detention-----Wright
- Rolling Hills Region (and related committees)-----De Witt
- Secondary Roads-----De Witt, Taylor
- Union Relations-----Ung
- Veteran Affairs-----De Witt, Wright

County Boards, Commissions, and Committees

BY IOWA CODE

Board of Adjustment	Radig
Conservation Board	Taylor
DECAT (Decategorization) Board	Radig
E911 Board	De Witt, Ung
Emergency Management Commission	De Witt (Alternate: Ung)
Soil and Water Conservation District	Taylor
Third Judicial Department of Corrections	Taylor
Zoning Commission	Wright, Radig

BY AGREEMENT

Community Action Agency of Siouxland Board of Directors	Wright
Siouxland Economic Development Corporation	De Witt
Siouxland Tri-State Area Radio Communications (STARCOMM)	De Witt
Woodbury County Law Enforcement Center Authority	De Witt

CHAPTER 28E

Area Solid Waste Board (Landfill)	Wright
Hazardous Materials Commission	De Witt
Hungry Canyons Alliance	De Witt
Loess Hills Alliance	De Witt (Alternate: Radig)
Loess Hills Development and Conservation Authority	Taylor
Loess Hills Scenic Byway	Taylor
Regional Workforce Investment Board	Radig
Officials Council & Regional Workforce Investment Board	Radig
Security Institute Commission	De Witt, Taylor
Siouxland Interstate Metropolitan Planning Council Board	Radig
<i>Comprehensive Economic Development Strategy</i>	"
<i>Housing Trust Fund</i>	"
<i>Metropolitan Planning Organization Policy Board</i>	"
<i>Rural Planning Association</i>	"
<i>Finance Committee</i>	"
<i>Legislative Committee</i>	"
<i>Siouxland Regional Transit System Board</i>	"
Siouxland District Board of Health	Ung
Siouxland Human Investment Partnership	Radig
Woodbury County Information & Communication Commission (WCICC)	Ung, De Witt
Western Iowa Tourism	Ung

SPECIAL PURPOSE

Courthouse Advisory Committee for Historical Preservation	Ung, Radig
Courthouse & Public Building Security Committee	De Witt
Health & Wellness Committee	Ung
Policy Review Committee	Ung, Radig

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

#10

Date: 2021-1-5

Weekly Agenda Date: 2021-1-12

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Ryan Weber - Juvenile Detention

WORDING FOR AGENDA ITEM:

Approval request for contract with State of Nebraska for Woodbury County Detention bed usage.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Requesting approval for a contract with the State of Nebraska to house their adjudicated youth at a rate of \$150.00 a day.

BACKGROUND:

Woodbury County has been housing Nebraska adjudicated youth for at least three (3) years. It is the recommendation of the Woodbury County Juvenile Detention Director that a contract be in place for protection for the county and the State of Nebraska.

FINANCIAL IMPACT:

\$150.00 a day for Nebraska adjudicated youth payable monthly.

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:

It is my recommendation that the contract be approved.

ACTION REQUIRED / PROPOSED MOTION:

Approval of contract by board and signed by board chairman.

DETENTION SERVICES CONTRACT

This Contract is made and entered into by and between the Administrative Office of the Courts & AOC (hereinafter referred to as "AOC") and Woodbury County Juvenile Detention Center (hereinafter referred to as "Detention Center"). Individually, AOC and Detention Center may be referred to as a "Party," and collectively they may be referred to as "Parties."

PURPOSE. The purpose of this Contract is for the provision of detention services in a juvenile detention facility, as defined by Neb. Rev. Stat. § 83-4,125, for certain juveniles who are post-adjudicated for purposes of Neb. Rev. Stat. § 43-290.01 or who are under the supervision of AOC (hereinafter "Juvenile(s)").

A. TERM AND TERMINATION

1. **TERM.** This Contract is effective from January 1, 2021 through June 30, 2025.
2. **TERMINATION.** Except as otherwise provided by Article D Sections 4 and 9 herein, this Contract may be terminated by either Party by giving to the other Party written notice of its intention to terminate at least sixty (60) days prior to the effective date of termination.

B. PAYMENT

1. **TOTAL PAYMENT.** AOC shall pay Detention Center a total amount not to exceed \$775,000 (seven hundred seventy-five thousand dollars) for the services specified herein.
2. **PAYMENT STRUCTURE.**
 - a. Pursuant to Neb. Rev. Stat. § 43-290.01 and for the purposes of this Contract, AOC shall pay the detention costs accrued by Juvenile(s), as required by such statutory section.
 - b. Except as otherwise provided herein, AOC shall pay detention costs to Detention Center in the sum of \$150.00 per Juvenile for each day, beginning with the first day of Service. Probation shall not be billed for the last day of Service.
 - i. When a youth is committed to YRTC Kearney or Geneva, the Department of Health and Human Services is statutorily responsible for payment beginning the day of commitment. Therefore, AOC will reimburse through 11:59 p.m. the day prior to commitment.
 - ii. In instances where a youth is in detention prior to being committed to YRTC Kearney or Geneva and following a hearing does not return to the Detention Center, pursuant to Section B.2.b.i., AOC shall pay for the time the youth was at the Detention Center.
 - c. AOC shall not be billed for the cost of medical care for youth. Payment of medical expenses, including medication, incurred by a Nebraska youth shall be the responsibility of the youth's parent(s)/guardian(s).
 - d. AOC shall not be billed for the detention cost for Juveniles detained on adult charges.
 - e. Detention Center shall submit itemized billing statements regarding Juvenile(s) to AOC each calendar month by the 30th day of the subsequent month. The Parties agree that in

the event the 30th falls on a holiday or a weekend, the billing statement will be submitted on the following business day.

- i. The billing statement shall reflect all charges for Juvenile(s) at any time during the prior month and will include:
 - a) any outstanding balance due
 - b) name and date of birth of each Juvenile held
 - c) name of person authorizing detention
 - d) dates and times of admittance and discharge, if applicable
 - e) length of stay
 - f) the per diem charges for each Juvenile
 - g) copy of the detention order/court order for each Juvenile held
 - ii. In no event shall billing related to a Juvenile be held until the Juvenile is discharged
- f. Within 45 business days of receiving a billing statement from Detention Center, AOCPP shall pay the bill in full or shall supply Detention Center with written notice of any dispute of charges and/or request any reports necessary to process the claim(s). Dispute of charges notifications shall include the Invoice Number, Juvenile name, and service dates and description of why charges are disputed.
- g. Each Party shall designate a contact person to handle billing questions and disputes. Such person's contact information is specified below. A Party may change this designation by providing ten (10) business days' notice in writing to the other Party's designee listed in the Notices section of this Contract.

AOCPP

Jeanne Brandner
Deputy Administrator
Juvenile Services Division
Administrative Office of the Courts &
Probation
521 S. 14th
Lincoln, NE 68508
402-429-3073
jeanne.brandner@nebraska.gov

DETENTION CENTER

Ryan M. Weber
Director
Woodbury County Juvenile Detention Ctr.
822 Douglas St.

Sioux City, Iowa 51101
712-279-6622
rweber@woodburycountyiowa.gov

C. SCOPE OF SERVICES

1. DETENTION CENTER SHALL:

- a. Assume the safekeeping, care, and sustenance of Juvenile(s). Said safekeeping, care, and sustenance shall include services, procedures, and operations required by the Iowa Juvenile Detention and Shelter Care Homes Licensing and Approved Standards (see <https://www.legis.iowa.gov/docs/iac/chapter/441.105.pdf>) (“Juvenile Detention Standards”).

- b. Ensure that the safety and special needs of Juvenile(s) in its care are met by complying with the Juvenile Detention Standards. Detention Center will notify AOCB within three (3) days if found out of compliance with such Standards.
- c. Accept and serve Juvenile(s) so long as the Detention Center remains in compliance with the Juvenile Detention Standards and the Federal Juvenile Justice and Delinquency Prevention Act.
- d. Verify the authority for detention by securing the appropriate documentation of authority from AOCB or the Court prior to admittance of the Juvenile(s).
- e. Accept Juvenile(s) that are physically and mentally fit for confinement. Detention Center shall notify AOCB within a reasonable timeframe should capacity become a concern. Detention Center shall meet weekly with AOCB representatives from District 7 for collaboration and information sharing purposes.
- f. Except in an emergency situation, not permanently remove or release Juvenile(s) without proper authorization from AOCB or the Court.
- g. Adhere to Juvenile Interstate Compact Rules as required by Neb. Rev. Stat. § 43-1011.
- h. Grant AOCB reasonable access to its facility for purposes of inspection and inquiry pertinent to its general operation or to contact Juvenile(s).
- i. Provide, upon reasonable request, a copy of all pertinent policies and procedures relating to resident and visitor rules.
- j. Notify by email the Chief AOCB Officer of the District that authorized admission of any incidents of bodily injury resulting in medical attention, new law violations, escape, major rule violations, and behavioral risks at intake. Email addresses for all Chief AOCB Officers are located at <https://supremecourt.nebraska.gov/probation/offices>.

Detention Center shall provide AOCB with Detention Center information regarding Juvenile's behavior, including rule violations.

- k. In the event of a medical emergency, Detention Center staff shall coordinate emergency transport, ride along, and supervise the Nebraska youth in its custody.

2. PROBATION SHALL:

- a. Pay for detention costs for Juvenile(s) as required by Neb. Rev. Stat. § 43-290.01 and as provided herein.
- b. Communicate with Detention Center staff and each Juvenile while in detention. Communication shall include sharing information prior to admission and while in detention about each Juvenile, including relevant health, parent or legal guardian, background facts and on-going case information, and to plan with Detention Center regarding the services to be developed and provided to each Juvenile.

- c. Provide Detention Center with a copy of the detention order which shall include the law violation(s) that resulted in the Juvenile being placed in detention. AOCPP also shall provide any other court orders, detention authorizations, or book-in forms as requested by Detention Center.
- d. Assist Detention Center in obtaining the insurance information of the Juvenile and any medications and doctors' orders at the time of placement when possible.
- e. Provide written notice of a Juvenile's release from Detention Center, including instruction regarding into whose care the Juvenile shall be released and the date and time the Juvenile shall be released.
- f. Comply with applicable provisions of the Federal Juvenile Justice and Delinquency Prevention Act and Iowa Title XII Licensing and Approved Standards Chapter 105 for Juvenile Detention and Shelter Care Homes, and the Health Insurance Portability and Accountability Act (HIPAA).
- g. Prior to the admittance of Juvenile(s), provide Detention Center with a list of persons authorized to request placement and transportation. Such list shall include, for each individual, his or her position, employer, business address and telephone number.

D. GENERAL PROVISIONS

1. ACCESS TO RECORDS. Detention Center agrees to maintain necessary records regarding all transactions for which funds received from this Contract have been expended and shall allow reasonable access to such records by representatives of AOCPP up to three (3) years after the termination date of this Contract.
2. AMENDMENT. This Contract may be modified only by written amendment, executed by both Parties. No alteration or variation of the terms and conditions of this Contract shall be valid unless made in writing and signed by the Parties.
3. ASSIGNMENT. Detention Center may not assign this Contract or any rights, interest, or obligations hereunder, by operation of law or otherwise without prior written consent of the AOCPP.
4. BREACH OF CONTRACT. Either Party may terminate this Contract, in whole or in part, if the other Party fails to perform its obligations under this Contract in a timely and proper manner. Either Party may, by providing written notice of default to the other Party, allow the Other Party to cure a failure or breach of contract within a period of thirty (30) days or longer, at the non-breaching Party's discretion. Allowing the other Party time to cure a failure or breach of contract does not waive the non-breaching Party's right to immediately terminate the Contract for the same or different contract breach which may occur at a different time. In the event of default, AOCPP may, at its discretion, contract for any service(s) required to complete this Contract and hold Detention Center liable for any excess cost caused by Detention Center's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

5. CONFIDENTIALITY. Any and all information gathered in the performance of this Contract, either independently or through AOCF, shall be held in the strictest confidence and shall be released to no one other than AOCF without the prior written authorization of AOCF. This provision shall survive termination of this Contract.
6. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments/appendices which set forth standards, procedures, pricing, and/or information regarding services to be delivered to be followed by Detention Center in discharging its obligations under this Contract shall be deemed incorporated by reference and made a part of this Contract with the same force and effect as if set forth in full text herein.
7. DRUG-FREE WORKPLACE. Detention Center agrees to operate a drug-free workplace in accordance with the Drug-Free Workplace Policy of the Nebraska Supreme Court.
8. FORCE MAJEURE. Neither Party shall be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.
9. FUNDING AVAILABILITY. AOCF may terminate the Contract, in whole or in part, in the event the Legislature does not appropriate funding for some or all of the services under this Contract. Notwithstanding termination by AOCF, Detention Center shall be entitled to payment pursuant to the terms of this Agreement for any work performed pursuant to the terms of this Agreement that has been satisfactorily completed as of the termination date. AOCF shall give Detention Center written notice thirty (30) days prior to the effective date of any termination. In no event shall Detention Center be paid for a loss of anticipated profit.
10. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflict of laws rules. Detention Center shall comply with all Iowa statutory and regulatory law.
11. INDEMNIFICATION. To the extent permitted by law, Detention Center shall defend, indemnify, hold, and save harmless AOCF and its employees, agents, volunteers and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against AOCF, arising out of, resulting from, or attributable to the (a) negligent or intentional act or omission of Detention Center or its directors, officers, employees, agents, or contractors, (b) failure of Detention Center to perform any of its obligations under this Contract, and (c) any act or omission of Detention Center in connection with the services provided under this Contract.
12. INSURANCE. Detention Center shall maintain general and professional liability insurance coverage for themselves and their respective physicians, practitioners, employees and other professionals in connection with obligations under this Contract. Such coverage shall be in effect at all times during the term of this Contract, in amounts no less than \$1,000,000 per occurrence, \$3,000,000 aggregate, per policy year. The general and professional liability insurance provided hereunder shall meet the requirements of Nebraska law. Detention Center

agrees to provide AOCB, upon its request, any certificates of insurance showing satisfaction of these requirements.

13. INTEGRATION. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations and understandings of the Parties, written or oral.
14. RELATIONSHIP. Neither Party nor any of its employees shall be deemed employees of the other Party. Nothing contained in this Contract shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
15. WORK ELIGIBILITY STATUS. Detention Center agrees to comply with all local, State and Federal laws, regulations and rules related to employment and disabilities. Detention Center also agrees that similar compliance shall be required for all sub-contracts allowed under this Contract. Further, Detention Center agrees and shall use a federal immigration verification system, as defined by Neb. Rev. Stat. § 4-114(1)(a), to determine the work eligibility status of new employees physically performing services with the State of Nebraska, as required by Neb. Rev. Stat. §§ 4-108 to 4-114 as of the effective date of this Contract, or as such law may be amended from time-to-time.

Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this Contract shall be sent to the following addresses:

AOCB:

Suzanne Eggert
Contracts & Grants Manager
Administrative Office of the Courts & Probation
P.O. Box 98910
Lincoln, NE 68509
402-471-4981
suzanne.eggert@nebraska.gov

DETENTION CENTER:

Ryan M. Weber
Director
Woodbury County Juvenile Detention Ctr.
822 Douglas St.
Sioux City, Iowa 51101
712-279-6622
rweber@woodburycountyiowa.gov

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IN WITNESS THEREOF, the Parties have duly executed this Contract hereto, and each Party acknowledges the receipt of a duly executed copy of this Contract with signatures.

**ADMINISTRATIVE OFFICE
OF THE COURTS & PROBATION**

**WOODBURY COUNTY JUVENILE
DETENTION CENTER**

Jeanne K. Brandner
Deputy Probation Administrator

Ryan M. Weber
Director

Date

Date

Deb Minardi
State Probation Administrator

Rocky De Witt
Chairman of the Board

Date

WOODBURY COUNTY, IOWA

RESOLUTION NO. _____

PROCLAMATION

WHEREAS, *the United States was founded upon the principle that all people are created with the unalienable right to freedom, and added the 13th amendment to the Constitution making slavery illegal; and*

WHEREAS, *slavery within the United States today is most often found in the form of forced labor and sex trafficking, which weakens our social fabric, increases violence and organized crime, and debases our humanity; and*

WHEREAS, *this problem is found even within our community; and*

WHEREAS, *every business, community organization, faith community, family and individual can make a difference by choosing products that are not made by forced labor; by working to protect our young people from sexual exploitation; by addressing the problems of internet sex trafficking and pornography; and by becoming more aware of the problem and possible solutions.*

NOW, THEREFORE, Woodbury County Board of Supervisors, do hereby
proclaim the month of January 2021 as

**“SLAVERY AND HUMAN TRAFFICKING PREVENTION
AND AWARENESS MONTH”**

in Woodbury County, Iowa and urge all citizens to become more familiar with the problem and to work towards solutions.

Rocky L. De Witt, Chairman

Matthew A. Ung, Supervisor

Keith W. Radig, Supervisor

Jeremy J. Taylor, Supervisor

Justin D. Wright, Supervisor

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

Date: 1/6/21

Weekly Agenda Date: 1/12/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: David Gleiser, CED Director

WORDING FOR AGENDA ITEM:

Application for Zoning District Designation Mapping Amendment: Public Hearing and 1st Reading of Ordinance

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors will hold a public hearing to discuss a proposed Zoning District Designation Mapping Amendment which would change the zoning district designation for Parcel #894235100010 from Agricultural Presentation (AP) to Limited Industrial (LI). Following the public hearing, the Board will conduct the first reading of an ordinance approving the amendment to the zoning district map. A 60 percent majority of the Board of Supervisors shall be required to adopt the proposed amendment of the zoning district map if the owners of more than 20 percent of either, (a) the area of the subject property or (b) the area of real property lying within 500 feet of the subject property file a written objection prior to the conclusion of the public hearing. The Board of Supervisors may impose restrictive conditions upon the approval of an amendment to the zoning district map if, before the conclusion of the public hearing, the owner agrees to the conditions in writing.

BACKGROUND:

Dustin Joseph Stieneke, owner of Parcel #894235100010, which is located in the SE ¼ of the NW ¼ of Section 35, T89N R42W (Union Township), and is addressed as 1548 Hwy 31, Correctionville, IA 51016, requests to rezone his 1.39-acre parcel from the Agricultural Preservation (AP) zoning district to the Limited Industrial (LI) zoning district for future commercial use. If approved, the applicant intends to build a 36' x 90' building to facilitate the operation of his trucking business, Silver Steer Trucking. This property is not located in the floodplain.

According to Section 3.03:4 of the zoning ordinance, Truck Terminals (Non-Home Occupation Use) are not allowed in the Agricultural Preservation (AP) zoning district. However, they are an allowed use in the Limited Industrial (LI) and General Industrial (GI) zoning districts. As the purpose of an amendment to the zoning ordinance map is intended to reflect changing use and development patterns in the county and to move the zoning map into compliance with the county's adopted long range Comprehensive Plan, CED staff have supported the applicants request and recommend approval of the mapping amendment.

The applicant's 1.39-acre parcel is below the 3-acre minimum lot size requirement of the Limited Industrial (LI) zoning district. As such, a variance application has been submitted concurrently with this mapping amendment and both are dependent on each other.

On 12/28/20 the Zoning Commission held a public hearing on the application to amend the zoning district designation and subsequently voted unanimously to recommend approval to the Board of Supervisors. On 1/4/21, the Board of Adjustment held a public hearing on the variance application and subsequently voted unanimously to approve the request.

See attached Final Report and Ordinance.

FINANCIAL IMPACT:

0

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:

Open and close the public hearing.

Approve the application for the zoning district designation mapping amendment.

Conduct the first reading of the ordinance.

The second public hearing and scheduled reading of the ordinance is scheduled for 1/19/21 at 4:45 PM. I will recommend waiving the third and final reading which is tentatively scheduled for 1/26/21 at 4:45 PM.

ACTION REQUIRED / PROPOSED MOTION:

Open and close the public hearing.

Motion to approve the application for the zoning district designation mapping amendment.

Motion to conduct the first reading of the ordinance.



**WOODBURY COUNTY
COMMUNITY & ECONOMIC DEVELOPMENT**

620 DOUGLAS STREET – SIOUX CITY, IA 51101

David Gleiser · Director · dgleiser@woodburycountyia.gov
 Dan Priestley · Zoning Coordinator · dpriestley@woodburycountyia.gov
 Dawn Norton · Sr. Clerk · dnorton@woodburycountyia.gov
 Telephone (712) 279-6609 Fax (712) 279-6530

FINAL REPORT

**Dustin Stieneke, Silver Steer Trucking, Inc.
 Zoning Ordinance Map Amendment (Rezone) Proposal
 Parcel #894235100010**

Dustin Joseph Stieneke has filed a zoning ordinance map amendment (rezone) application to request for his 1.59 acre lot to be rezoned from the Agricultural Preservation (AP) Zoning District to the Limited Industrial (LI) Zoning District to facilitate locating his trucking business, Silver Steer Trucking on the premises. The property is identified as Parcel #894235100010 and located in the SE ¼ of the NW ¼ of Section 35, T89N R42W (Union Township). The property is addressed at 1548 Hwy 31, Correctionville, IA 51016. The property is not located in the floodplain.

On December 28, 2020, the Zoning Commission voted unanimously to recommend approval of the rezone to the Limited Industrial (LI) Zoning District. Stieneke also filed a concurrent variance application with the Board of Adjustment with the request to allow his 1.59 acre lot to be used in the LI Zoning District because the minimum lot size as enumerated in the Zoning Ordinance's Zoning District Dimensional Standards requires a minimum of 3 acres excluding the right-of-way. On January 4, 2021, the Board of Adjustment voted unanimously to approve the variance and allow the 1.59-acre lot to be used in the Limited Industrial Zoning District.

The Community & Economic Development (CED) staff recommends approval of the rezone based on the City of Correctionville's Comprehensive Plan (2019) as well as the ability for the property owner to meet the setbacks for building his proposed 36' x 90' building to facilitate the trucking operation both 12/28/20 under the county and city regulations. This location is in an area that Correctionville will likely annex and zone as "Light Industrial." If this proposal is approved by Woodbury County, the landowner's lot would be in compliance with Correctionville's zoning regulations including lot size. In a December 10 letter to the Board of Supervisors on behalf of the City Council, Mayor Heilman of Correctionville stated "as proposed, the project site plan would comply with the bulk requirements of the City's Light Industrial zoning district..." He also stated that the "...zoning district has no minimum lot area requirement, thus Mr. Stieneke's existing parcel would comport to our zoning code in the event it was annexed to the city." (The letter is attached.)

Stieneke acquired this 1.59-acre parcel on September 17, 2020 and was not fully aware of the zoning requirements to facilitate the construction and operation of his trucking business. After acquiring the property, he removed an existing dwelling from the premises and performed dirt and concrete work in anticipation of placing the business at this location. On November 23, the CED staff learned from Jeannie Fetrow, an appraiser from Farm Credit Services of America about the project. Stieneke was contacted and informed that this activity could not proceed without proper permitting. On December 1, he met with the staff and it was suggested that a zoning ordinance map amendment (rezone) application be submitted to the Zoning Commission and Board of Supervisors to address the property use and a variance application be submitted to the Board of Adjustment to address the lot size.

Parcel ID	894235100010	Alternate ID	842956	Owner Address	STIENEKE DUSTIN JOSEPH 3548 150TH ST CORRECTIONVILLE, IA 51016
Sec/Twp/Rng	35-89-42	Class	R		
Property Address	1548 HWY 31	Acreage	1.59		
District	0019				
Brief Tax Description	N29W E292.35' OF W388.35' SENW 35-89-42 <i>(Note: Not to be used on legal documents)</i>				



LEGAL NOTIFICATION FOR BOARD OF SUPERVISORS PUBLIC HEARING

Published in the Sioux City Journal Legals Section on January 6, 2021.

NOTICE REGARDING PUBLIC HEARING, WOODBURY COUNTY BOARD OF SUPERVISORS

The Woodbury County Board of Supervisors will hold a public hearing on the following item of business, hereafter described in detail, on Tuesday, January 12, 2021 at 4:45 PM. Said hearing shall be held at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, in the Board of Supervisors Meeting Room in the basement. Copies of said items may now be examined at the Community & Economic Development department in said Courthouse by any interested persons. All persons who wish to be heard in respect to this matter should participate in the aforesaid hearing. Item One (1)

Pursuant to Section 235 of the Code of Iowa, the Woodbury County Board of Supervisors will hold a public hearing to consider a zoning ordinance map amendment (rezoning) application by property owner Dustin Joseph Stieneke DBA Silver Steer Trucking, Inc. The proposal is to rezone from the Agricultural Preservation (AP) Zoning District to the Limited Industrial (LI) Zoning District on the property identified as Parcel #894235100010 and addressed: 1546 Hwy. 31, Correctionville, IA 51016, just northeast of Correctionville. The property is described as:

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FIVE TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FORTY-TWO (42) WEST OF THE 5th P.M. WOODBURY COUNTY, IOWA, FURTHER DESCRIBED AS FOLLOWS:

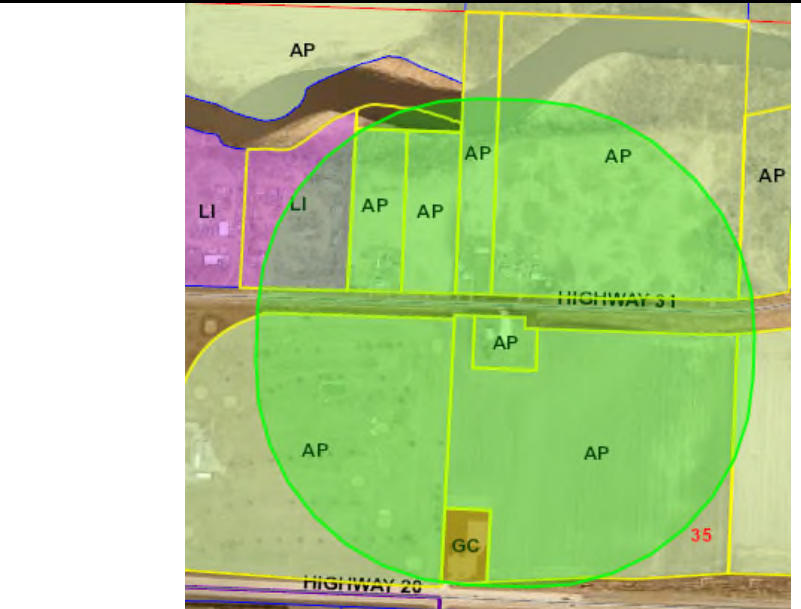
COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FIVE (35); THENCE SOUTH NINETY DEGREES ZERO MINUTES ZERO SECONDS (N 90°00'00") EAST FOR NINETY-SIX FEET (96.00') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST QUARTER (NW1/4) TO THE POINT OF THE BEGINNING; THENCE CONTINUING SOUTH NINETY DEGREES ZERO MINUTES ZERO SECONDS (S 90°00'00") EAST FOR TWO HUNDRED NINETY-TWO AND THIRTY-FIVE HUNDRETHS FEET (292.35') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST QUARTER (NW1/4); THENCE SOUTH ZERO DEGREES ZERO MINUTES (S 0°00') EAST FOR TWO HUNDRED NINETY-EIGHT FEET (298.00'); THENCE NORTH NINETY DEGREES ZERO MINUTES WEST FOR TWO HUNDRED NINETY-TWO AND THIRTY-FIVE HUNDRETHS FEET (292.35') THENCE NORTH ZERO DEGREES ZERO MINUTES (N 0°00') WEST FOR TWO HUNDRED NINETY-EIGHT FEET (298.00') TO THE POINT OF BEGINNING. Said parcel contains a total of 2.0 acres.

Applicant: Dustin Joseph Stieneke, DBA Silver Steer Trucking, Inc., 3548 150th St., Correctionville, IA 51016. Published in the Sioux City Journal January 6, 2021. LG1435945

AREA PROPERTY OWNERS' NOTIFICATION – 1000 FT

The 11 property owners within 1,000'; and listed on the certified abstractor's affidavit; were notified by a December 15, 2020 letter of the public hearings.

As of December 21, the Community & Economic Development office has received **seven** written comments from property owners owning property within 1,000'. When more comments are received after the printing of this report, they will be provided at the meeting.



NAME	ADDRESS	CITY	STATE	ZIP	COMMENTS
Dustin Joseph Stieneke	3548 150th Street	Correctionville	IA	51016	No comments.
Correctionville Golf Club, Inc.	PO Box 238	Correctionville	IA	51016-0238	See letter of support below.
BCIG Citizen's Scholarship Foundation	501 Second Street	Ida Grove	IA	51445	No comments.
Town of Correctionville	312 Driftwood Street	Correctionville	IA	51016	See letter of support below.
Stoney Cobb	1549 Hwy 131	Correctionville	IA	51016	See letter of support below.
Monty R. Clark & Kathleen Clark	1561 Hwy 131	Correctionville	IA	51016	See letter of support below.
Fee: Martin Llames & Marie Llames	5601 W. Catalina	Phoenix	AZ	85031	No comments.
CP: Adapto Campos-Gomez & Berta Campos	1573 Hwy 31	Correctionville	IA	51016	No comments.
Robert Dixon & Donald Dixon	409 Driftwood Street	Correctionville	IA	51016	See letter of support below.
Larry L. Kielhorn & Carol Lee Kielhorn	4909 110th Street	Holstein	IA	51025	See letter of support below.
Nicklas D. Jensen & Sara A. Jensen	1600 S. Kiel Street	Holstein	IA	51025	See letter of support below.



Silver Steer Trucking Inc.
3548 150th St.
Correctionville, IA 51016
Owned and Operated by Dustin Stieneke

I, Kim McGee, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.

Kim McGee
Neighboring Property Owner
President Correctionville
Golf Club

12-19-20
Date



Silver Steer Trucking Inc.
3548 150th St.
Correctionville, IA 51016
Owned and Operated by Dustin Stieneke

I, Nathan Heilman, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.

Nathan Heilman City Mayor
Neighboring Property Owner

12-19-20
Date



Silver Steer Trucking Inc.
3548 150th St.
Correctionville, IA 51016
Owned and Operated by Dustin Stieneke

I, Stoney Cobb, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.

Stoney Cobb
Neighboring Property Owner

Date

1549 Hwy 31



Silver Steer Trucking Inc.
3548 150th St.
Correctionville, IA 51016
Owned and Operated by Dustin Stieneke

I, Monty Clark, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.

Monty Clark
Neighboring Property Owner
1561 Hwy 31
Correctionville, Ia

12/19/20
Date



Silver Steer Trucking Inc.
3548 150th St.
Correctionville, IA 51016
Owned and Operated by Dustin Stieneke

I, Don Dixon, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.



Neighboring Property Owner

DIXON Const Co.

12-19-20

Date



Silver Steer Trucking Inc.
3548 150th St.
Correctionville, IA 51016
Owned and Operated by Dustin Stieneke

I, Larry Kielhorn, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.

Larry L. Kielhorn
Neighboring Property Owner

12/21/2020
Date



Silver Steer Trucking Inc.

3548 150th St.

Correctionville, IA 51016

Owned and Operated by Dustin Stieneke

I, Nick Conson, would like to express my support and approval of my neighbor Dustin Stieneke in his request for the property he owns at 1548 Hwy 31, Correctionville, IA 51016, to be rezoned from Agricultural Preservation to Limited Industrial to facilitate the operation of his trucking business, Silver Steer Trucking, Inc.

I have been made aware of the plans Dustin Stieneke has for the above mentioned property and believe them to be a positive addition to the community of Correctionville.



Neighboring Property Owner

12-21-2020

Date

Jensen Funeral Home

STAKEHOLDER REVIEW	
CENTURYLINK:	No comments.
FIBERCOMM:	No comments.
IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR):	No comments.
IOWA DEPARTMENT OF TRANSPORTATION:	We would not have any comments or concerns with the rezoning. Mr. Stieneke previously contacted IADOT regarding entrance questions and requirements for IA31. – Kelly Mulvihill, 12/9/20
LONGLINES:	No comments.
MAGELLAN PIPELINE:	I received the email below regarding the proposed area of rezone and variance. Tim has officially retired as of 11/30/20, so I will receive these notices going forward. I have reviewed the property at 1548 Hwy 31, Correctionville, IA 51016 and determined that Magellan has no facilities in the area. Magellan has no issues with the zoning change. Please let me know if you need more information. – Adrian Reents, 12/9/20
MIDAMERICAN ENERGY COMPANY:	I have reviewed the attached rezoning request for MEC electric, we have no conflicts. The developer should be aware that any requested relocation, extension or modification to the distribution system is done so at the expense of the customer. – Casey Meinen, 12/8/20
NATURAL RESOURCES CONSERVATION SERVICES (NRCS)	No comments.
NORTHERN NATURAL GAS:	This is several miles away from any of our facilities. No issues from my perspective. – Tom Hudson, 12/8/20
NORTHWEST IOWA POWER COOPERATIVE (NIPCO):	NIPCO has no issues with this rezone & variance proposal. – Jeff Zettel, 12/9/20
NUSTAR PIPELINE:	No concerns from NUSTAR pipeline on this matter. – Domingo Torres, 12/10/20
SIOUXLAND DISTRICT HEALTH DEPARTMENT:	I spoke with Dustin Stieneke regarding the plans for his building. He does not plan to install any fixtures in the shed. He may build an office on the property in the future that may have a restroom. At this point in time, we do not have concerns regarding the well/septic. – Paige Nelson, 12/21/20
WIATEL:	No comments.
TOWN OF CORRECTIONVILLE:	SEE LETTER BELOW
WOODBURY COUNTY ASSESSOR:	No comments.
WOODBURY COUNTY CONSERVATION:	No comments.
WOODBURY COUNTY EMERGENCY SERVICES:	No issues. Thanks. – Gary Brown, 12/21/0
WOODBURY COUNTY EMERGENCY MANAGEMENT:	No comments.
WOODBURY COUNTY ENGINEER:	This rezone and variance request does not affect a property bordering a county road. I have no comments in regard to this proposed rezone and variance request. – Mark Nahra, PE., 12/15/20
WOODBURY COUNTY RECORDER:	No comments.
WOODBURY COUNTY RURAL ELECTRIC COOPERATIVE (REC):	We have no concerns and do not object to the zoning variance. – Kent Amundson, 12/9/20
WOODBURY COUNTY SOIL AND WATER CONSERVATION DISTRICT (WCSWCD):	The WCSWCD has no comments regarding this project. – Neil Stockfleth, 12/9/20

Nathan Heilman, Mayor - 2021

Carla Mathers, CMC-City Clerk

cville@ruralwaves.us
www.correctionvilleiowa.com

CITY OF CORRECTIONVILLE

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

Council Members

Term

<i>Robert Beazley</i>	2021
<i>Sonya Kostan</i>	2021
<i>Ron Sanderson</i>	2021
<i>Adam Petty</i>	2023
<i>Dan Volkert</i>	2023

Mayor Nathan Heilman
City of Correctionville
312 Driftwood Street
Correctionville, IA 51016

December 10, 2020

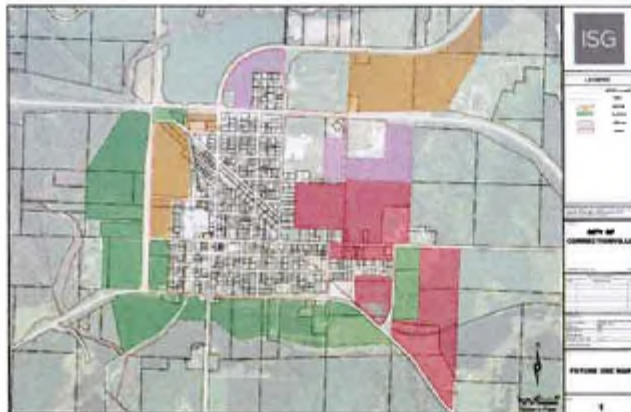
The Honorable Members of the Woodbury County Board of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Dear Supervisors:

As Mayor of the City of Correctionville, I submit this letter on the city's behalf in response to your request for public comment regarding the proposed Variance and Zoning District Amendment for Dustin Steineke at: 1548 HWY. 31, Correctionville, IA 51016.

With financial support and technical assistance from the County, the City of Correctionville recently updated its Comprehensive Plan over a 2-year planning process. It was formally adopted by the City Council on February 11, 2019.

As part of the planning process, the City looked at where future development would best be located, based on the type of development (residential, commercial, industrial, and green space/parks). This discussion resulted in the development of a Future Land Use Map (see below).



The location of the proposed Rezone and Variance are in areas where the city would like to annex and zone as Light Industrial.

An excerpt from this section of the plan states, "The only current need with regard to potential annexation would be related to the opening up of land area for industrial development along the north side of HWY 20 between HWY 20 and HWY 31 where access to two state highways could prove advantageous for development."

Correctionville is a zoned community utilizing a zoning ordinance to help ensure compatible land use regulations for the growth of the community. As proposed, the project site plan would comply with

the bulk requirements of the City's Light Industrial zoning district as depicted below.

District Use	Maximum Building Height	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard	Minimum Side Yard	Minimum Side Yard Corner Lot	Minimum Rear Yard
Light Industrial	175 feet			20 feet	7 feet		10 feet

Please note the Light Industrial (ML) zoning district has no minimum lot area requirement, thus Mr. Steineke's existing parcel would comport to our zoning code in the event it was annexed to the City.

For the reasons mentioned above, the City of Correctionville recommends the County approve the Variance request and subsequent Zoning District Amendment as proposed. It is likely that sometime in the future, the City of Correctionville will annex that area and designate it in the Light Industrial zoning district as identified in our Comprehensive Plan.

Thank you for your time and consideration.

Respectfully,



Nathan Heilman, Mayor
City of Correctionville

AFFIDAVIT

I, the undersigned, hereby swear and affirm under penalty of perjury, on this 21 day of December 2020, that:

1. **Owner:** I am the legal owner of Parcel 894235100010, 1548 Highway 31, Correctionville, IA 51016.
2. **Contact Information.** I currently reside at 3548 150th St., Correctionville, IA 51016. My phone number is (712) 229-8010.
3. **Property.** Parcel 894235100010, 1548 Highway 31, Correctionville, IA 51016, is 1.59 acres total.
4. **Intent to:** **Use:** I will own/operate Silver Star Trucking Inc., a small trucking business, from this location. I will follow all laws and will obtain all necessary permits to construct and operate this business activity.

 Purchase: I have made and will continue to make diligent efforts to acquire a minimum net total of 3-acres (minus any road right-of-way) while this property is unincorporated Woodbury County.

 Annex: I will voluntarily annex to the City of Correctionville when my property is contiguous with their corporate boundary and they are able to fulfil their municipal obligations as required by law.

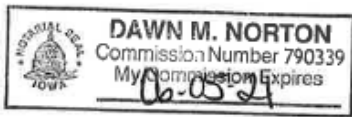


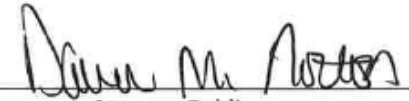
Dustin Stieneke

State of Iowa

County of Woodbury

This instrument was acknowledged before me on Dec. 21, 2020 by Dustin Stieneke.





Signature of Notary Public

Senior Clerk

Title

My commission expires: 06-05-21

ZONING ORDINANCE EVALUATION CRITERIA FOR BOARD APPROVAL

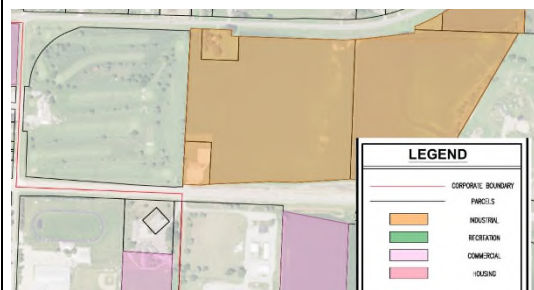
The Zoning Commission shall base their recommendations and the Board of Supervisors shall base their decision on any requested amendment of the zoning district map on the following criteria:

CRITERIA 1:

Conformance with the goals and objectives set forth in the approved General Development Plan for Woodbury County including the Future Land Use Map.

Staff Analysis:

The Woodbury County General Development Plan and its land use goal adopted in 2005 is the basis for the zoning ordinance which has mechanisms in place including rezone procedure that “promote[s] efficient, stable land uses with minimum conflict...”. The applicant’s proposal to rezone from AP to LI fits this criterion as the LI District is the designated zoning district for trucking terminal operations for non-home occupation use. This proposal complies with the development plan’s economic development goal which includes supporting growth and the stabilization of enterprises, creating jobs, adding to the tax base, and stabilizing the local economy. It also fits with the commercial and industrial business goal which encourages development near public infrastructure such as paved interchanges or freeways. The Woodbury County future land use map includes this area as “Transitional Agriculture,” which is not defined in general plan or ordinance. However, in some jurisdictions such as Boone County, it is defined as “an area intended as a transition from low density agriculture districts to higher density residential districts.”



The City of Correctionville’s Comprehensive Plan that was adopted on February 11, 2019, designates the area between Highway 20 and Highway 31 for industrial uses as part of their future growth plans. In particular, it states “the only current need with regard to potential annexation would be related to the opening up of the land area for industrial development along the north side of HWY 20 and between HWY 20 and HWY 31 where access to two state highways could prove advantageous for development” (p. 84). Both Correctionville’s Comprehensive Plan and its zoning ordinance facilitate this proposal.

The proposed site plan meets Correctionville’s required setbacks for their “Light Industrial” Zoning District – Front Yard: 20 FT; Side Yard 7 FT; Rear Yard 10 FT.

CRITERIA 2:

Compatibility and conformance with the policies and plans of other agencies with respect to the subject property.

Staff Analysis:

The property owner has been in touch with the Iowa Department of Transportation (IDOT) concerning the driveway entrance. The IDOT indicated that they have no comments or concerns regarding the proposed rezone. The property owner has also communicated with the Siouxland District Health Department. At this time, Siouxland District Health has no concerns regarding the well and septic. There does not appear to be conflicts with other regulatory agencies. The City of Correctionville has submitted a letter in support of the rezone stating that this requested action comports with the community’s comprehensive plan, economic development goals, and zoning ordinance.

CRITERIA 3:

Consideration of the Corn Suitability (CSR) of the property.

Staff Analysis:

This property has a CSR2 rating of 69. See attached soil report. The agricultural goal of the Woodbury County General Development Plan is to protect prime farmland as determined by a high corn suitable rating (e.g. over 65 CSR) from conversion to other land uses. With a rating that is not high on that scale, this would be a suitable property for non-agriculture.

CRITERIA 4:

Compatibility with adjacent land uses.

Staff Analysis:



This property is located between Hwy 31 and Hwy 20 in an area of mixed-use development. The north side of Hwy 31 includes three residential acreages ranging approximately from 100 FT to 365 FT from the said property. There are two Limited Industrial (LI) Zoning Districts which are around 600 FT from the property and adjacent to the residential properties. The Correctionville Golf Club is about 95 FT west of the property. The abutting property to the south is a farm field.

CRITERIA 5:

Compatibility with other physical and economic factors affecting or affected by the proposed rezoning.

Staff Analysis:

The neighborhood is in an area mapped by the City of Correctionville for future light industrial activity. Based on being able to meet the city’s ordinance requirements not limited to setbacks, this proposal is reasonable in terms of meeting the physical and economic characteristics of the region. If the rezone and variance are approved, it is imperative that the property owner maintain the property in a responsible, well-organization fashion that does not adversely impact the surrounding neighbors. The property owner stated that he intends to operate the business from 7 AM to 6 PM. He also indicated that this business hauls grain and rock which will not emit unwanted odors to the surrounding neighbors.

CRITERIA 6:

Any other relevant factors.

Staff Analysis:

There will be no concerns for fugitive dust and increased traffic on the Secondary Roads system as Hwy 31 is governed by the IDOT. This rezone request comports with the required procedures as enumerated in the Woodbury County Zoning Ordinance. The property owner has signed an affidavit stating that he will “obtain all necessary permits to construct and operate this business activity.” He also stated that he “will continue to make diligent efforts to acquire a minimum net total of 3-acres (minus any road right-of-way) while this property is unincorporated Woodbury County.” Additionally, he stated that he will “voluntarily annex to the City of Correctionville when my property is contiguous with their corporate boundary and they are able to fulfill their municipal obligations as required by law.” The affidavit is included in the packet.

STAFF RECOMMENDATION

The Community & Economic Development (CED) staff recommends approval of this rezone request based on the City of Correctionville’s Comprehensive Plan as well as the ability for the property owner to meet the setbacks for building the proposed 36’ x 90’ building to facilitate the trucking operation. This location is in an area that Correctionville will likely annex and zone as “Light Industrial.” If this proposal is approved by Woodbury County, the landowner’s lot would be in compliance with Correctionville’s zoning regulations including lot size.

PROPOSAL TIMELINE: Public Hearings

- Zoning Commission (Rezone Request) – December 28, 6:00 PM
- Board of Adjustment (Variance Request) – January 4, 6:00 PM
- Board of Supervisors (Rezone Request) – January 12, January 19, & January 26, all at 4:45 PM

ZONING COMMISSION RECOMMENDATION

The Woodbury County Zoning Commission, at their December 28, 2020 meeting, voted unanimously to recommend approval of this rezone request to the Woodbury County Board of Supervisors.

DRAFT Minutes - Woodbury County Zoning Commission Meeting – December 28, 2020

The Zoning Commission (ZC) meeting convened on the 28th of December 2020 at 6:00 PM via teleconference due to the social distancing recommendations as a result of the COVID-19 virus.

ZC Members Present (Telephone): Chris Zellmer Zant, Tom Bride, Barb Parker, Corey Meister, Jeffrey O'Tool
County Staff Present: David Gleiser, Dan Priestley
Public Present (Telephone): Dustin Stieneke

Call to Order

Chair Zellmer Zant formally called the meeting to order at 6:00 PM.

Welcome – Introduction of New Members

Corey Meister and Jeffrey O'Tool offered introductions as new Zoning Commissioners.

Public Comment on Matters Not on the Agenda

No public comment for non-agenda items.

Approval of Minutes

The October 26, 2020 minutes were approved. Motion by Commissioner Bride to approve; second by Commissioner Parker. Motion passed 5-0.

Zoning Ordinance Map Amendment (Rezone) Proposal

Zoning Coordinator Priestley delivered the staff report. Dustin Joseph Stieneke has filed a zoning ordinance map amendment (rezone) application to request for his 1.59 acre lot to be rezoned from the Agricultural Preservation (AP) Zoning District to the Limited Industrial (LI) Zoning District to facilitate locating his trucking business, Silver Steer Trucking on the premises. The property is identified as Parcel #894235100010 and located in the SE ¼ of the NW ¼ of Section 35, T89N R42W (Union Township). The property is addressed at 1548 Hwy 31, Correctionville, IA 51016. Mr. Stieneke has also filed a concurrent variance application with the Board of Adjustment with the request to allow his 1.59 acre lot to be used in the LI Zoning District because the minimum lot size as enumerated in the Zoning Ordinance's Zoning District Dimensional Standards requires a minimum of 3 acres excluding the right-of-way. Both the rezone application and variance application are contingent upon one another. The Community & Economic Development (CED) staff recommends approval of both requests based on the City of Correctionville's Comprehensive Plan as well as the ability for the property owner to meet the setbacks for building his proposed 36' x 90' building to facilitate the trucking operation both under the county and city regulations. Chairperson Zellmer Zant inquired if there were any comments from the public in opposition and about the general plan maps. Priestley indicated that there were no comments against the project. He also discussed Correctionville's future use of the area as being "Light Industrial" if the community were to annex. Commissioner Bride asked the applicant about being able to meet the western side yard setback of 20 FT for the Agricultural Preservation (AP) Zoning District. Stieneke stated that he has concrete currently placed and would not meet that criteria. Bride inquired if Larry Kielhorn owns the adjacent ground and Stieneke explained that he contacted Kielhorn who is not ready at this time to sell the abutting land. Bride also referenced the importance of working with Siouxland District Health once an office is established in the shop. Commissioner Parker inquired if there was currently a house on the property and what the timeline is for future annexation. The house was removed from the premises. CED Director Gleiser discussed the Correctionville development plan and the time period of annexation and future development. Commissioner Meister asked about the appropriateness of a variance. Priestley explained that the Board of Adjustment was identified as the appropriate avenue for the addressing the lot size issue. Typically, variances are rare and discouraged if the situation does not display a hardship. Zellmer Zant offered concerns about the public's understanding of the rezoning to Limited Industrial and about the compatibility of the county's Limited Industrial vs. Correctionville's Light Industrial Zoning District. A comparison was made of both districts during the meeting and it was found that both are compatible. Bride and Meister found it acceptable that this proposal fits with Correctionville's general plan and lot size requirements. Parker stated that she has concerns with the lot size but found the criteria for approval of the rezone acceptable. A roll call vote was conducted to accept the six criteria for the rezone. The commissioners vote 5-0 to accept. A motion was made by Commissioner Parker to approve the rezone request; second by Commissioner O'Tool. Motion passed 5-0.

Public Comment on Matters Not on the Agenda

Commissioner Parker commented that she liked to see the proposed timeline and the proposed ordinance language in the packet. Parker also inquired about the proposed ordinance referencing 2.0 acres (including right-of-way) vs. the 1.59 acre lot size.

Commissioner Comment or Inquiry

None.

Adjourn

Motion by Commissioner Bride to adjourn; second by Commissioner Meister. Motion passed 5-0. Meeting adjourned at 7:00 PM.

WOODBURY COUNTY BOARD OF ADJUSTMENT ACTION

The Woodbury County Board of Adjustment, at their January 4, 2021 meeting, unanimously approved the request for the variance from the 3-acre minimum lot size requirement of the Limited Industrial Zoning District to allow the use of his 1.59-acre lot in said zoning district to facilitate the construction and operation of Silver Steer Trucking, Inc., a business which Dustin Joseph Stieneke owns.

DRAFT Minutes - Woodbury County Board of Adjustment Meeting – January 4, 2021

The Board of Adjustment meeting convened on the 4th of January 2021 at 6:00 PM via teleconference due to the social distancing recommendations as a result of the COVID-19 virus.

BA Members Present (Telephone): Tom Thiesen, Ashley Christensen, Bob Brouillette, Pamela Clark, Daniel Hair
County Staff Present (Board Room): David Gleiser, Dan Priestley
Public Present (Telephone): Dustin Stieneke

Call to Order

Chair Tom Thiesen formally called the meeting to order at 6:00 PM.

Public Comment on Matters Not on the Agenda

No public comment for non-agenda items.

Welcome – Introduction of New Members

Pamela Clark and Daniel Hair offered introductions as new members of the Board of Adjustment.

Approval of Minutes

The October 5, 2020 minutes were approved. Motion by Brouillette to approve; second by Christensen. Motion passed 5-0.

Election of Chair and Vice Chair

Motion by Brouillette to elect Thomas Thiesen as Chair for 2021; second by Pamela Clark. Motion passed 5-0. Motion by Thomas Thiesen to elect Ashley Christensen Vice Chair for 2021; second by Brouillette. Motion passed 5-0.

Variance Request – Lot Size in the Limited Industrial Zoning District

Priestley delivered the staff report for Dustin Joseph Stieneke's variance application to allow for his 1.59 acre lot to be used in the Limited Industrial Zoning District because the minimum lot size as enumerated in the Zoning Ordinance's Zoning District Dimensional Standards requires a minimum of 3 acres excluding the right-of-way. Stieneke wishes to operate his trucking business, Silver Steer Trucking at this location addressed at 1548 Hwy 31, Correctionville, IA 51016. The property is identified as Parcel #894235100010 and located in the SE ¼ of the NW ¼ of Section 35, T89N R42W (Union Township). Mr. Stieneke has also filed a concurrent Zoning Ordinance Map Amendment (rezone) application with the Zoning Commission and Board of Supervisors with the request to rezone from the Agricultural Preservation (AP) Zoning District to the (LI) Zoning District. The Zoning Commission reviewed the request on December 28 and voted unanimously to recommend approval to the Board of Supervisors who are scheduled to receive and review the proposal on January 12, January 19, and January 26. Both the rezone application and variance application are contingent upon one another. It is the recommendation of staff to approve the variance. Dustin Stienke addressed the board stating that that he did attempt to buy additional acres by reaching out to the abutting property owner. CED Director Gleiser stated that Stieneke has provided a sworn affidavit stating that he would make his best efforts to try to obtain the minimum acres while his property is still in unincorporated Woodbury County. Gleiser also clarified that the letter of support sent to the Board of Adjustment by Mayor Heilman was approved by the Correctionville City Council. Thiesen inquired about the number of trucks that would be located on the premises. Stieneke stated that it would consist of four trucks and four trailers. Thiesen asked about what types of loads his business hauls. Stieneke replied that they haul feed, meal, rock, and aggregated sand. Thiesen inquired whether there would be enough room available on the property. Stieneke confirmed that the shop would hold six trucks. Gleiser stated that the board reviews variances on a case-by-case basis. It is important to be cognizant that board actions could set a precedent for similar types of requests. Staff is confident about the recommendation after review of the county comprehensive plan future land use map and changes that have taken place over the last five years in the area. The property is located on a paved highway and there are no issues with access, dust, and the increase of traffic. Gleiser also discussed Correctionville's comparative Light Industrial Zoning District and its compatibility with the county's Limited Industrial Zoning District if they were to annex. A motion was made by Clark to close the public hearing; second by Brouillette. Motion passed 5-0. A motion was made by Brouillette to approve the variance request for the reduced lot size of 1.59 acres in the Limited Industrial Zoning District which requires 3 acres; Second by Christensen; Motion passed 5-0.

Public Comment on Matters Not on the Agenda

Gleiser stated that the board will probably continue to meet electronically based on local public health guidelines and recommendations. Staff will work with the chair and vice chair month to month on a case-by-case basis to determine the type of meeting. If there is an interest to meet in person, staff can find space to meet the governor's social distancing guidelines.

Commissioner Comment or Inquiry

None

Adjourn

Motion by Clark to adjourn; second by Hair. Motion passed 5-0. Meeting adjourned at 6:40 PM.

BOARD OF ADJUSTMENT DRAFT RESOLUTION

Woodbury County Board of Adjustment

Resolution No. BA 418

WHEREAS Dustin Joseph Stieneke, owner of the property located at 1548 Highway 31, Correctionville, IA 51016 and identified as Parcel #894235100010 located in the SE ¼ of the NW ¼ of Section 35, T89N R42W (Union Township) in the Limited Industrial Zoning District, did file an application with the Woodbury County Board of Adjustment requesting a variance from the 3-acre minimum lot size requirement of the Limited Industrial Zoning District to allow the use of his 1.59-acre lot in said zoning district to facilitate the construction and operation of Silver Steer Trucking, Inc., a business which Dustin Joseph Stieneke owns.

WHEREAS Dustin Joseph Stieneke did appear before the said Board of Adjustment on January 4, 2021 and presented testimony on behalf of the variance application; and

WHEREAS said testimony becomes part of this resolution; and

NOW, THEREFORE BE, AND IT HEREBY IS RESOLVED the request for the variance from the 3-acre minimum lot size requirement of the Limited Industrial Zoning District is approved for the 1.59-acre property located at 1548 Highway 31, Correctionville, IA 51016 and identified as Parcel #894235100010 located in the SE ¼ of the NW ¼ of Section 35, T89N R42W (Union Township).

Those present and voting aye: Robert Brouillette; Ashley Christensen; Pamela Clark; Daniel Hair; Thomas Thiesen

Those present and voting nay:

Those not Voting:

Those absent:

Dated this ____ day of January 2021.

Thomas Thiesen
Chairman, Woodbury County Board of Adjustment

Sworn to before me and subscribed
in my presence this ____ day of January 2021.

Notary Public in and for Woodbury County, Iowa

PROPOSED ORDINANCE REZONE AMENDMENT

ORDINANCE NO. __

**A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT
TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE**

WHEREAS the Board of Supervisors of Woodbury County, Iowa, adopted a Zoning Ordinance on July 22, 2008, by Resolution No. 10,455 being recorded in the Office of the Woodbury County Recorder, and

WHEREAS the Woodbury County Board of Supervisors has received a report in respect to amending the said Ordinance from the Woodbury County Zoning Commission which held a public hearing on the amendment; all as by law provided. Which the amendment is attached hereto marked item One (1), and hereby made a part hereof; and

WHEREAS the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearings on said amendment, all as by law provided; and

WHEREAS the Woodbury County Board of Supervisors has concluded that the said ordinance shall amend the aforesaid Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning District is amended as shown on said attached item One (1); and the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this ____ day of _____ 2021.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Rocky DeWitt, Chairman

Matthew Ung, Vice Chairman

Keith Radig

Jeremy Taylor

Justin Wright

PROPOSED Adoption Timeline:

Public Hearing and 1 st Reading:	January 12, 2020
Public Hearing and 2 nd Reading:	January 19, 2020
Public Hearing and 3 rd Reading:	January 26, 2020
Adopted:	
Effective:	Upon Publication

ITEM ONE (1)

Property Owner: Dustin Joseph Stieneke, 1548 Hwy 31, Correctionville, IA 51016

Petitioner Applicant: Dustin Joseph Stieneke, 1548 Hwy 31, Correctionville, IA 51016

Pursuant to Section 2.02:4 of the Woodbury County Zoning Ordinance, and in accordance with Section 335 of the Code of Iowa, the Woodbury County Zoning Commission held a public hearing on Monday, December 28, 2020, to review and make recommendation for an amendment to the Woodbury County Zoning Ordinance and Mapping for the unincorporated area of Woodbury County, Iowa as follows:

Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Limited Industrial (LI) Zoning District for 2 acres located in the SE ¼ of the NW ¼ in Section 35, T89N, R42W (Union Township) in the County of Woodbury and State of Iowa. The property is known as GIS Parcel #894235100010.

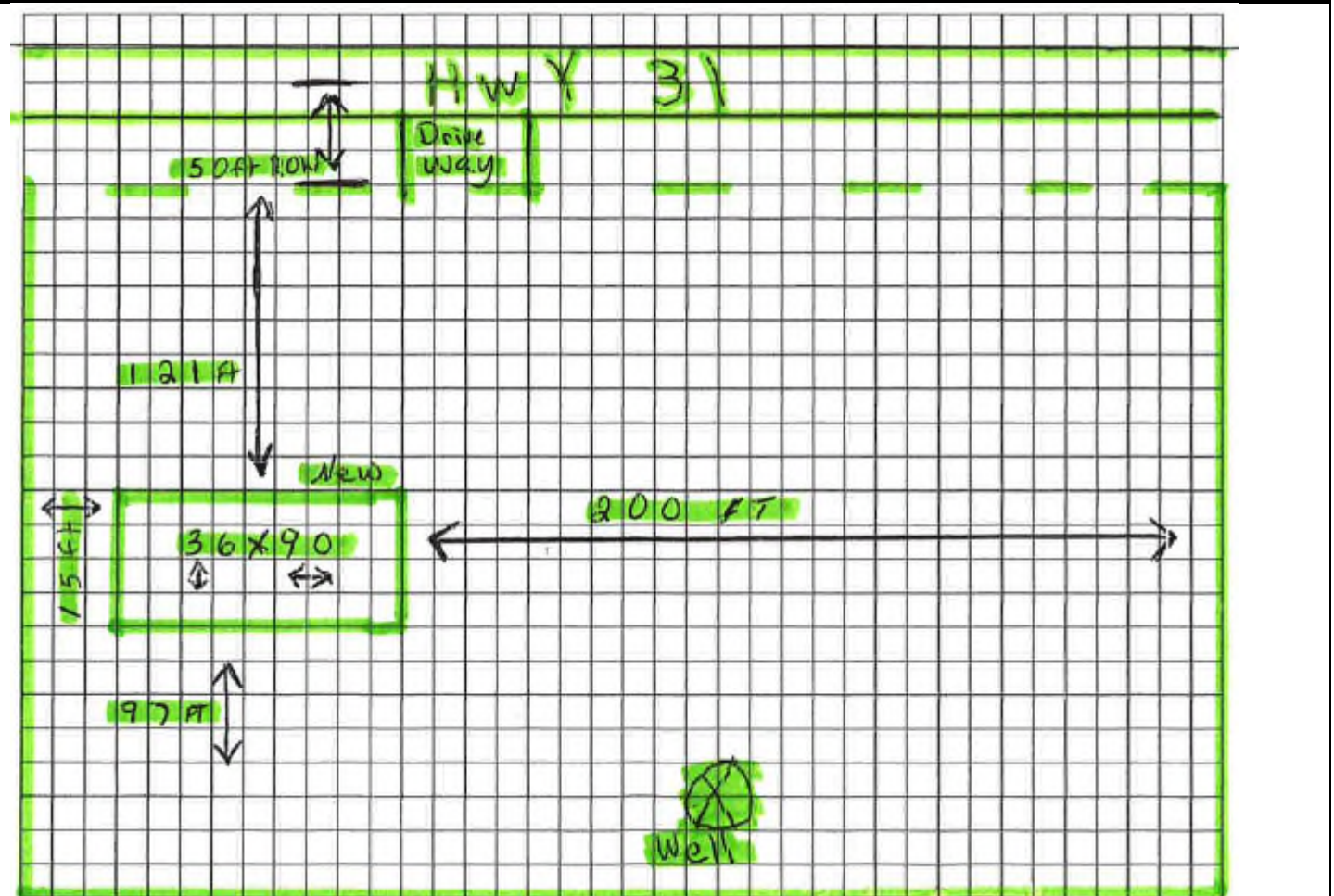
A PARCEL OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-NINE (89)

NORTH, RANGE FORTY-TWO (42) WEST OF THE 5TH P.M., WOODBURY COUNTY, IOWA,
FURTHER DESCRIBED AS FOLLOWS:

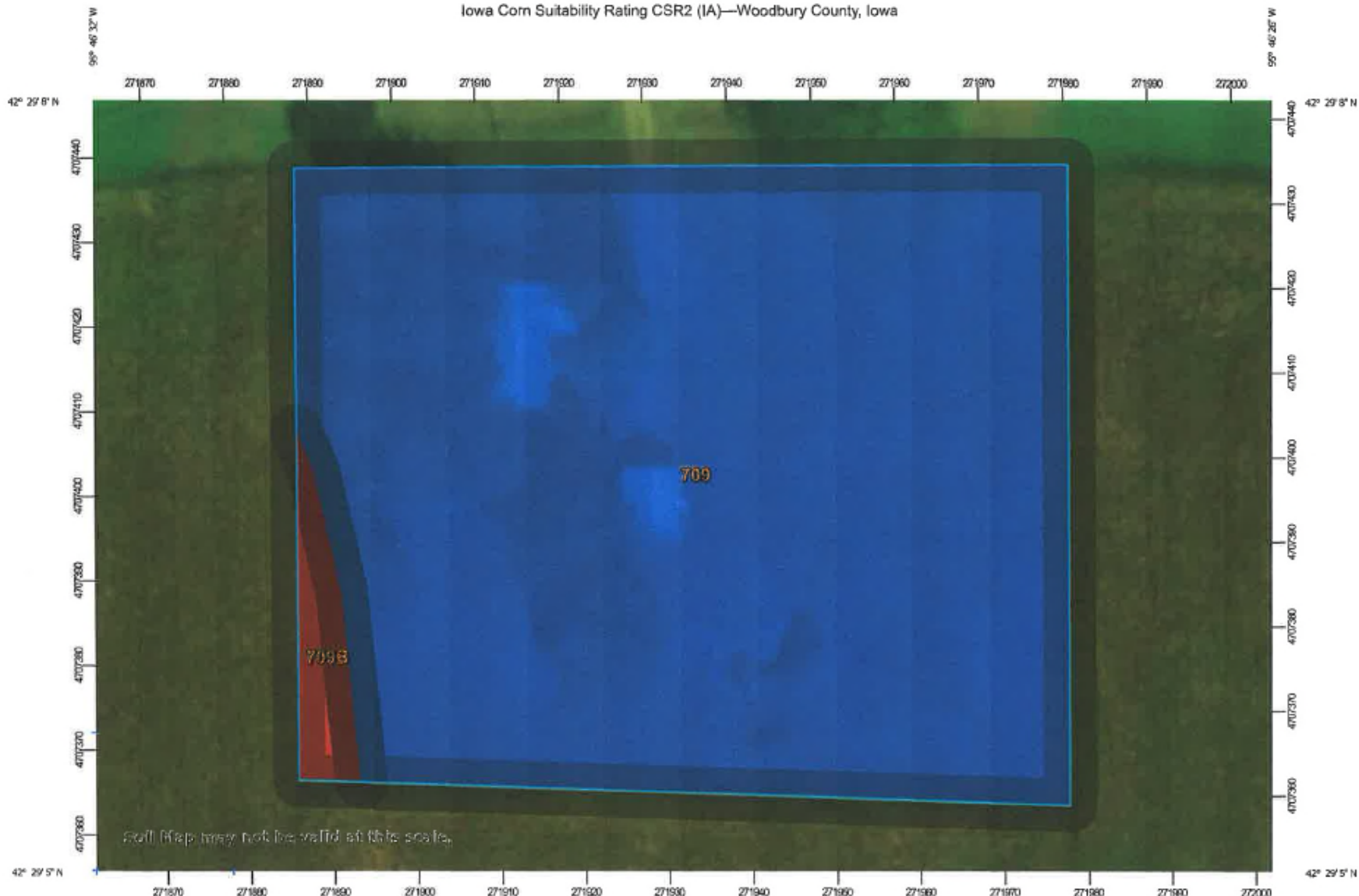
COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF
THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FIVE (35); THENCE SOUTH
NINETY DEGREES ZERO MINUTES ZERO SECONDS (N 90°00' 00") EAST FOR NINETY-SIX FEET
(96.00') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST
QUARTER (NW1/4) TO THE POINT OF THE BEGINNING; THENCE CONTINUING SOUTH NINETY
DEGREES ZERO MINUTES ZERO SECONDS (S 90°00' 00") EAST FOR TWO HUNDRED NINETY-
TWO AND THIRTY-FIVE HUNDREDTHS FEET (292.35') ALONG THE NORTH LINE OF SAID
SOUTHEAST QUARTER (SE1/4) NORTHWEST QUARTER (NW1/4); THENCE SOUTH ZERO
DEGREES ZERO MINUTES (S 0°00') EAST FOR TWO HUNDRED NINETY-EIGHT FEET (298.00");
THENCE NORTH NINETY DEGREES ZERO MINUTES WEST FOR TWO HUNDRED NINETY-TWO
AND THIRTY-FIVE HUNDREDTHS FEET (292.35'); THENCE NORTH ZERO DEGREES ZERO
MINUTES (N 0°00') WEST FOR TWO HUNDRED NINETY-EIGHT FEET (298.00') TO THE POINT
OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 2.0 ACRES.

SITE PLAN – PROPOSED BUILDING



Iowa Corn Suitability Rating CSR2 (IA)—Woodbury County, Iowa







Map Scale: 1:642 if printed on A landscape (11" x 8.5") sheet.

0 5 10 20 30 Meters




0 30 60 120 180 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84




MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  ≤ 62
-  > 62 and ≤ 69
-  Not rated or not available

Soil Rating Lines

-  ≤ 62
-  > 62 and ≤ 69
-  Not rated or not available

Soil Rating Points

-  ≤ 62
-  > 62 and ≤ 69
-  Not rated or not available

Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Woodbury County, Iowa

Survey Area Data: Version 30, Jun 10, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 1, 2014—Nov 25, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Iowa Corn Suitability Rating CSR2 (IA)

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
709	Fairhaven silt loam, 32 to 40 inches to sand and gravel, 0 to 2 percent slopes	69	1.6	97.1%
709B	Fairhaven silt loam, 32 to 40 inches to sand and gravel, 2 to 5 percent slopes	62	0.0	2.9%
Totals for Area of Interest			1.7	100.0%

Description

This attribute is only applicable to soils in the state of Iowa. Corn suitability ratings (CSR2) provide a relative ranking of all soils mapped in the State of Iowa according to their potential for the intensive production of row crops. The CSR2 is an index that can be used to rate the potential yield of one soil against that of another over a period of time. Considered in the ratings are average weather conditions and frequency of use of the soil for row crops. Ratings range from 100 for soils that have no physical limitations, occur on minimal slopes, and can be continuously row cropped to as low as 5 for soils that are severely limited for the production of row crops.

When the soils are rated, the following assumptions are made: a) adequate management, b) natural weather conditions (no irrigation), c) artificial drainage where required, d) no frequent flooding on the lower lying soils, and e) no land leveling or terracing. The weighted CSR2 for a given field can be modified by the occurrence of sandy spots, local deposits, rock and gravel outcrops, field boundaries, and noncrossable drainageways. Even though predicted average yields will change with time, the CSR2 values are expected to remain relatively constant in relation to one another over time.

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Higher

PARCEL REPORT

Summary

Parcel ID 894235100010
 Alternate ID 842956
 Property Address 1548 HWY 31
 CORRECTIONVILLE IA 51016
 Sec/Twp/Rng 35-89-42
 Brief Tax Description N298' E292.35' OF W388.35' SENW 35-89-42
 (Note: Not to be used on legal documents)
 Deed Book/Page 2020-11812 (9/21/2020)
 Gross Acres 1.59
 Net Acres 1.59
 Adjusted CSR Pts 0
 Zoning AP - AGRICULTURAL PRESERVATION
 Class R - Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
 District 0019 UNION/RIVER VALLEY
 School District RIVER VALLEY CO
 Neighborhood N/A
 Main Area Square Feet N/A



Owner

Deed Holder	Contract Holder	Mailing Address
Stieneke Dustin Joseph		
3548 150th St		
Correctionville IA 51016		

Land

Lot Area 1.59 Acres; 69,260 SF

Residential Dwellings

Residential Dwelling
 Occupancy Single-Family / Owner Occupied
 Style 1 Story Frame
 Architectural Style N/A
 Year Built 1930
 Condition Below Normal
 Roof Asph / Gable
 Flooring
 Foundation Str / Brk
 Exterior Material WOOD
 Interior Material Plas / Drwl
 Brick or Stone Veneer
 Total Gross Living Area 454 SF
 Attic Type None;
 Number of Rooms 5 above; 0 below
 Number of Bedrooms 2 above; 0 below
 Basement Area Type 1/2
 Basement Area 143
 Basement Finished Area
 Plumbing 1 Base Plumbing (Full);
 Appliances
 Central Air No
 Heat Yes
 Fireplaces
 Porches
 Decks
 Additions 1 Story Frame (168 SF);
 Garages 528 SF - Det Frame (Built 1968);
 Main Area Square Feet 286

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/17/2020	SARGENT ZACHARY L	STIENEKE DUSTIN JOSEPH	2020-11812	Normal	Deed		\$33,000.00
1/13/2017	PALMER PAMELLA M	SARGENT ZACHARY L	751-5852	Exchange, trade, gift, transfer from Estate (Including 1031 Exchanges)	Deed		\$33,000.00

Valuation

	2020	2019	2018	2017
Classification	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$34,030	\$34,030	\$22,680	\$22,680
+ Assessed Building Value	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$16,290	\$16,290	\$20,940	\$27,680
= Gross Assessed Value	\$50,320	\$50,320	\$43,620	\$50,360
- Exempt Value	\$0	\$0	\$0	\$0
= Net Assessed Value	\$50,320	\$50,320	\$43,620	\$50,360

Sioux City Special Assessments and Fees

[Click here to view special assessment information for this parcel.](#)

Woodbury County Tax Credit Applications

[Apply for Homestead, Military or Business Property Tax Credits](#)

Photos





Rezoning Application & Zoning Ordinance Map Amendment

Owner Information:	Applicant Information:
Owner <u>Dustin Stieneke</u>	Applicant <u>Dustin Stieneke DBA Silver Star</u>
Address <u>3548 150th St.</u>	Address <u>3548 150th St. ^{Trucking Inc.}</u>
<u>Correctionville, IA 51016</u>	<u>Correctionville IA 51016</u>
Phone <u>712-229-8010</u>	Phone <u>712-229-8010</u>

Engineer/Surveyor N/A Phone N/A

Property Information:

Property Address or Address Range 1548 Hwy 31 Correctionville IA 51016

Quarter/Quarter SE NW Sec 35 Twship/Range ~~89-42~~ 89-42

Parcel ID # 894235100010 or GIS # 894235100010 Total Acres 1.59

Current Use AP Proposed Use LI

Current Zoning AP Proposed Zoning LI

Average Crop Suitability Rating (submit NRCS Statement) 69 - see attached document

The filing of this application is required to be accompanied with all items and information required pursuant to section 2.02(4)(C)(2) through (C)(4) of Woodbury County's zoning ordinances (see attached pages of this application for a list of those items and information).

A formal pre-application meeting is recommended prior to submitting this application.

Pre-app mtg. date 12-1-20 Staff present David Gleason + Dan Priestley

The undersigned is/are the owner(s) of the described property on this application, located in the unincorporated area of Woodbury County, Iowa, assuring that the information provided herein is true and correct. I hereby give my consent for the Woodbury County Planning and Zoning Office and zoning commission members to conduct a site visit and photograph the subject property.

This Rezoning Application / Zoning Ordinance Map Amendment is subject to and shall be required, as a condition of final approval, to comply with all applicable Woodbury County ordinances, policies, requirements and standards that are in effect at the time of final approval.

Owner Dustin Stieneke Applicant Dustin Stieneke
Date 12-1-20 Date 12-7-20

Fee: \$400 Case #: 0625
Check #: 4456
Receipt #: _____



SE NW
Union

ORDINANCE NO. __

**A ZONING DISTRICT DESIGNATION MAPPING AMENDMENT
TO THE WOODBURY COUNTY, IOWA ZONING ORDINANCE**

WHEREAS the Board of Supervisors of Woodbury County, Iowa, adopted a Zoning Ordinance on July 22, 2008, by Resolution No. 10,455 being recorded in the Office of the Woodbury County Recorder, and

WHEREAS the Woodbury County Board of Supervisors has received a report in respect to amending the said Ordinance from the Woodbury County Zoning Commission which held a public hearing on the amendment; all as by law provided. Which the amendment is attached hereto marked item One (1), and hereby made a part hereof; and

WHEREAS the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearings on said amendment, all as by law provided; and

WHEREAS the Woodbury County Board of Supervisors has concluded that the said ordinance shall amend the aforesaid Zoning Ordinance;

NOW THEREFORE, BE IT RESOLVED by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning District is amended as shown on said attached item One (1); and the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this ____ day of _____ 2021.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Rocky DeWitt, Chairman

Matthew Ung, Vice Chairman

Keith Radig

Jeremy Taylor

Justin Wright

Adoption Timeline:

Public Hearing and 1st Reading:

Public Hearing and 2nd Reading:

Public Hearing and 3rd Reading:

Adopted:

Effective:

Upon Publication

ITEM ONE (1)

Property Owner: Dustin Joseph Stieneke, 1548 Hwy 31, Correctionville, IA 51016

Petitioner Applicant: Dustin Joseph Stieneke, 1548 Hwy 31, Correctionville, IA 51016

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Amendment to rezone from the Agricultural Preservation (AP) Zoning District to the Limited Industrial (LI) Zoning District for 2 acres located in the SE ¼ of the NW ¼ in Section 35, T89N, R42W (Union Township) in the County of Woodbury and State of Iowa. The property is known as GIS Parcel #894235100010.

A PARCEL OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-NINE (89) NORTH, RANGE FORTY-TWO (42) WEST OF THE 5TH P.M., WOODBURY COUNTY, IOWA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE/14) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FIVE (35); THENCE SOUTH NINETY DEGREES ZERO MINUTES ZERO SECONDS (N 90⁰⁰' 00") EAST FOR NINETY-SIX FEET (96.00') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST QUARTER (NW1/4) TO THE POINT OF THE BEGINNING; THENCE CONTINUING SOUTH NINETY DEGREES ZERO MINUTES ZERO SECONDS (S 90⁰⁰' 00") EAST FOR TWO HUNDRED NINETY-TWO AND THIRTY-FIVE HUNDREDTHS FEET (292.35') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST QUARTER (NW1/4); THENCE SOUTH ZERO DEGREES ZERO MINUTES (S 0⁰⁰') EAST FOR TWO HUNDRED NINETY-EIGHT FEET (298.00"); THENCE NORTH NINETY DEGREES ZERO MINUTES WEST FOR TWO HUNDRED NINETY-TWO AND THIRTY-FIVE HUNDREDTHS FEET (292.35'); THENCE NORTH ZERO DEGREES ZERO MINUTES (N 0⁰⁰') WEST FOR TWO HUNDRED NINETY-EIGHT FEET (298.00') TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A TOTAL OF 2.0 ACRES.

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

Date: 1/7/2021 Weekly Agenda Date: 1/12/2021

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

WORDING FOR AGENDA ITEM:

Consider approval of plans for project number ER-C097(145)--58-97

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Plans have been completed for a project which will protect the left bank of the West Fork of the Little Sioux River upstream of county bridge C-27 on County Route D12-110th Street

BACKGROUND:

The river channel upstream of bridge C-27, located west of Hwy 140 on D12, has been shifting toward the road embankment for a number of years. During the 2019 flood, the channel reached the north edge of the county right of way. FHWA reviewed the site and awarded funds to riprap and protect the stream embankment from further erosion to protect the road.

FINANCIAL IMPACT:

The projects are paid for with FHWA ER and Woodbury County Farm to Market 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 plans for project number ER-C097(145)--58-97 .

ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the plans for project number ER-C097(145)--73-97.

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

#14a

Date: 1-7-2021

Weekly Agenda Date: 1-12-2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Explore Options for Offering an Early Retirement Program as a Cost-Saving Measure for Woodbury County

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Early retirement programs are used by governmental entities to incentivize retiring at a cost savings. New hires can sometimes realize savings in comparison to more veteran employees. With financial incentives or otherwise, there are potential cost savings.

BACKGROUND:

The county is in a position to maximize its payroll, value its seasoned and more veteran experienced directors and employees, and give them options. Voluntary programs can be a cooperative way for governmental entities to achieve their goals and objectives while supporting our employees who may desire to move into retirement. It also allows employees to do what is in their best interest on a voluntary basis.

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:

Approve a committee consisting of two supervisors, our Human Resources Director, our Budget Analyst, someone from the Auditor's Office, and our Assistant County Attorney to visit about what other counties and governmental entities offer and make a recommendation to the Board of Supervisors. Consider after this initial work group meets vetting the idea as well through the Policy Committee.

ACTION REQUIRED / PROPOSED MOTION:

Approve a committee consisting of two supervisors, our Human Resources Director, our Budget Analyst, someone from the Auditor's Office, and our Assistant County Attorney to visit about what other counties and governmental entities offer and make a recommendation to the Board of Supervisors. Consider after this initial work group meets vetting the idea as well through the Policy Committee.

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

#14b

Date: 1-7-2021

Weekly Agenda Date: 1-12-2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Budget Items for Cost Savings to Include Consideration of Lowering Reserve Levels in General Basic and Reducing the Voluntary EMS Fund While Still Providing Loan Assistance

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County faces a battle in bridging the gap in order to hold taxes flat. Last week, we looked at over \$1.474 million in order to keep flat the three basic levies (General Basic, General Supplemental, and Rural Basic). There are a few items to explore once again for the Board to consider in now tackling the Debt Service levy which faces a steep climb due to the county jail bond payment with yet-to-be-realized revenues once it is built.

BACKGROUND:

Sale of the county farm: \$1.5-\$2.0 million (Dennis Reyman let me know that he could give a fair market appraisal and hopefully meet with the Board in the next 2-3 weeks).

Budgeting from 18.1% of General Basic Reserves and by bringing this level down to 15.0% would result in \$876,000 less asked for in tax. These two amounts represent approximately \$2.376 million.

Consideration of the EMS loan fund from its current position of \$200,000 should be carefully considered. This has only been utilized once over the last four years. The county as well as other cities can issue up to \$10 million annually in bank-qualified bonds per calendar year. If a city would use this method, the bond amount would go against their debt limit allowed by the Constitution of Iowa. The county doing so does not incur greater counting toward our debt limit. Nonetheless, even with the new jail, we are only at 15% of our bonding capacity.

Having entities such as volunteer fire/rescue or other cities potentially set up a 501c3 and ask the county for a similar loan accomplishes the same thing but has a lending institution rather than the county as a lender. Typically, loaning money held up in a reserve is not in the best interest of government. Even with utilizing the money being paid back over the next two years, e.g. \$20,000, the Board could hold a portion of that to pay for interest on bank qualified loans, which would be very minimal.

In my estimation the Board has 4 options:

1. The status quo. Keep the fund as is.
2. Eliminate the fund given underuse or reduce to a certain amount.
3. Do #2 only if the same thing can be accomplished through a reorganization such as is described above.
4. Seek more information and discussion.

FINANCIAL IMPACT:

\$190,000 either way

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:

Make a determination on action as relates to this budget item, seek more information, or defer.

ACTION REQUIRED / PROPOSED MOTION:

Make a determination on action as relates to this budget item, seek more information, or defer.

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

#14c

Date: 1-7-2021

Weekly Agenda Date: 1-12-21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Jeremy Taylor

WORDING FOR AGENDA ITEM:

Discussion on Impending Deployment and Board of Supervisors Options

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

I am facing an impending combat deployment to the Middle East, something that I made clear before accepting the Republican nomination at convention and something that I ensured was widely publicized throughout my campaign in newsprint, mail, and radio advertising. Woodbury County has a long and storied history of military service.

I appreciated the support of our community that nonetheless elected me to the Board for a third time fully knowing this likelihood. Before I sought the position, I likewise assured this community that I had received a written opinion from the legal counsel of the Secretary of State that an overseas military deployment would not create a vacancy, something Iowa Code is clear on. This opinion has the support in writing as well from the Woodbury County Attorney's office and is likewise affirmed by an opinion within our Judge Advocate General Corps. Legal counsel from the Secretary of State, Woodbury County, and the Iowa Guard share a similar clear conclusion.

BACKGROUND:

My last meeting before being on orders will be January 19. I will not be able to actively participate in exercise of the office. However, to the extent that I can I will seek to remain as informed as possible.

I am a Chaplain in the Iowa Army National Guard and will serve in that capacity during my deployment. With respect to my civilian employment, my position is protected by federal law (USERRA) and Iowa law (Iowa Code Section 29.28). The Board of Supervisors is obligated to treat the deployment as a temporary vacancy by Iowa law (reference Iowa Code Section 69.20--Temporary Vacancy Due to Military Service--and Iowa Code Section 69.3).

The remaining members of the Board may appoint a temporary person to fulfill the duties of the vacancy. Whether they choose to do so or not, upon return from deployment, the Board is obligated to immediately reinstate the position. While the Board may appoint someone on or after January 21, I will share recommendations for what I hope to see in terms of those who the Board may support on January 19.

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:

Receive the information.

ACTION REQUIRED / PROPOSED MOTION:

Receive the information.

**Running Tally Report for Tax Askings
Proposed FY 2022
Updated - January 5, 2021**

To hold the line on the tax rates for the General Basic Fund General Supplemental Fund and Rural Basic Fund expenditures exceed revenues by the following amounts.*

	<u>Expenditures over Revenues</u>				<u>Mandated Expenditures</u>	
	<u>Countywide Funds</u>		<u>Township Only</u>	<u>Total Expenditures over Revenues</u>	<u>Countywide Funds</u>	
	<u>General Basic</u>	<u>General Supplemental</u>	<u>Rural Basic</u>	<u>Totals</u>	<u>Debt Service</u>	<u>County Services (MH)</u>
* January 4, 2021 - Expenditures over revenues	(1,129,040)	(54,141)	(214,996)	(1,398,177)	(4,886,367)	(4,008,381)
Changes:						
January 5, 2021						
Current FY 2021 Tax Asking					1,114,683	3,861,799
Reduction in District Health Allocation	570,224					
Move Gaming Revenues to General Basic	300,000					
Reduce the Rural Basic Levy for Secondary Roads			90,000			
Remove Auditor's Improvement Request		61,554				
Reduce the Self Liability Fund Allocation		60,000				
Move two Deputies from General Basic to Rural Basic	159,314		(159,314)			
Reduction in Medical Examiner Expenses	50,000					
Reduce Rural Basic Reserves to 14.5%			294,163			
Reduce General Basic Reserves	99,887					
January 22, 2020	1,179,425	121,554	224,849	1,525,828	(3,771,684)	(146,582)
Subtotal	50,385	67,413	9,853	127,651	(3,771,684)	(146,582)