



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS (JULY 12) (WEEK 28 OF 2022)

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 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 July 12, 2022 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

- 1. Anyone may address the Board on any agenda item after initial discussion by the Board.
2. Speakers will approach the microphone one at a time and be recognized by the Chair.
3. Speakers will give their name, 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

- 4:30 p.m. Call Meeting to Order - Pledge of Allegiance to the Flag - Moment of Silence
1. Citizen Concerns Information
2. Approval of the agenda Action

Consent Agenda

Items 3 through 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 July 5, 2022 meeting
4. Approval of claims
5. Board Administration - Dennis Butler
Approval of resolution authorizing the execution of a Memorandum of Agreement with Siouxland Regional Transit System, and fixing a date of August 2nd @ 4:40 p.m. for a hearing on the proposed issuance of revenue bonds or notes pursuant to Chapter 419 of the Iowa Code

6. Veteran Affairs – Loni Kuhlmann
  - a. Receive Commission of Veteran Affairs 2<sup>nd</sup> Quarterly Report
  - b. Receive Commission of Veteran Affairs 3<sup>rd</sup> Quarterly Report
  
7. Human Resources – Melissa Thomas
 

Approval of Memorandum of Personnel Transactions
  
8. Board Administration – Heather VanSickle
 

Approval of Notice of Property Sale Resolution for Parcel #894735332007 (aka 1020 S. Glass Street) for Tuesday, July 26<sup>th</sup> at 4:35 p.m.
  
9. Community & Economic Development – Dawn Norton
 

Authorize Chairman and Auditor to sign Release of Mortgage for county loan - Cyclone Operations (Sergeant Bluff Eyecare – Ben Uhl)

**End Consent Agenda**

- |  |   |                               |
|--|---|-------------------------------|
| <p><b>4:35 p.m.</b><br/>(Set time)</p> | <p>10. Board Administration – Heather VanSickle<br/>Public hearing and sale of property parcel #894734152021 (aka 715 ½ Cunningham Dr.)</p>   | <p>Action</p>                 |
|  | <p>11. Williams &amp; Company – Chad Regnier<br/>Discuss and receive the Woodbury County’s Certified Annual Financial Report FY 2021</p>  | <p>Action</p>                 |
|  | <p>12. Secondary Roads – Mark Nahra</p> <ol style="list-style-type: none"> <li>a. Receive bids for Pavement Markings – 2022 and return them to the county engineer for review and recommendation</li> <li>b. Motion to award bid if low quote is clearly determined by bid results</li> </ol> | <p>Action<br/><br/>Action</p> |
|  | <p>13. Reports on Committee Meetings</p>  | <p>Information</p>            |
|  | <p>14. Citizen Concerns</p>   | <p>Information</p>            |
|  | <p>15. Board Concerns</p>   | <p>Information</p>            |

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- TUE., JULY 12 4:00 p.m.** Conservation Board Meeting, Southwood Conservation Area
- WED., JULY 13 7:30 a.m.** SIMPCO Executive-Finance Committee Meeting, 1122 Pierce St.
- 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 10:00 a.m.** STARComm Board Meeting, The Security Institute, WIT Campus
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 7:00 p.m.** Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
- THU., JULY 14 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- FRI., JULY 15 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G
- WED., JULY 20 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
- THU., JULY 21 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- MON., JULY 25 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., JULY 26 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JULY 27 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., JULY 28 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., AUG. 1 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., AUG. 3 10:00 a.m.** Loess Hills Alliance Protection Meeting, Pisgah, Iowa
- 11:00 a.m.** Loess Hills Alliance Stewardship Meeting
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- THU., AUG. 4 10:00 a.m.** COAD Meeting, The Security Institute
- WED., AUG. 10 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- THU., AUG. 11 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.*

**JULY 05, 2022 TWENTY-SEVENTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, July 5, 2022 at 4:30 p.m. Board members present were Ung, Radig, De Witt, Taylor, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget and Finance Director, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, 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 Radig second by De Witt to approve the agenda for July 5, 2022. Carried 5-0. Copy filed.

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

3. To approve minutes of the June 28, 2022 meeting. Copy filed.
4. To approve the claims totaling \$1,400,042.08. Copy filed.
5. To approve of refunds payments to: Angela Windle in the amount of \$164.76, Jerry L & Deborah K Trobaugh in the amount of \$121.51, Michelle Davis in the amount of \$65.00, and Timothy Wigton in the amount of \$300.00 in advance payments. Copy filed.
6. To approve the reclassification of Todd Harlow, Civilian Captain, County Sheriff Dept., effective 06-13-22, \$3,806.76/bi-weekly, \$102,782.52/year, 12.25%=\$11,218.54/yr., Salary Increase; the reclassification of Melissa Thomas, Director, Human Resources Dept., effective 07/01/22, \$3,629.63/bi-weekly, \$98,000/year, 7.5%=\$6,887.83/yr., Salary Increase; the reclassification of Kenneth Schmitz, Director, Building Services Dept., effective 07/01/22, \$3,975/bi-weekly, \$107,325/year, 3.7%=\$3,813.53/yr., Salary Increase; the reclassification of Trevor Brass, Assistant County Attorney, County Attorney Dept., effective 07/11/22, \$2,881.35/bi-weekly, \$77,796.55/year, 4.8%=\$3,567.94/yr., Per AFSCME Assistant County Attorney Contract agreement, from Step 3 to Step 4.; the appointment of Cade Gill, Civilian Jailer, County Sheriff Dept., effective 7/11/22, \$21.60/hour. Job Vacancy Posted 5-25-22. Entry Level Salary: \$21.60/hour; and the appointment of Scott Griffith, Clerk II, County Treasurer Dept., effective 7/11/22, \$18.22/hour. Job Vacancy Posted 04-21-22. Entry Level Salary: \$18.22/hour. Copy filed.
7. To approve the letter of commitment for Siouxland Mental Health Center. Copy filed.
8. To approve an application for a 6-month, Class C liquor license, with Outdoor Service and Sunday Sale privileges for Scarecrow Farm, Lawton, effective 07-01/2022 through 01/01/2023. Copy filed.

Carried 5-0.

- 9a. Motion by Radig second by Taylor to receive the final staff report and Planning & Zoning Commission's recommendation from their 06/27/222 meeting. Carried 5-0. Copy filed.
- 9b. Motion by De Witt second by Radig to approve to approve and authorize the Chairperson to sign a Resolution accepting and approving the final plat of William's Third Strike, First Addition, a minor subdivision, with the condition that an easement agreement be recorded for the continued access, sue and maintenance of the well servicing Lot 1. Carried 5-0.

**RESOLUTION #13,473  
ACCEPTING AND APPROVING WILLIAM'S THIRD STRIKE, FIRST ADDITION  
WOODBURY COUNTY, IOWA**

WHEREAS, THE OWNERS AND PROPRIETORS DID ON THE 27TH DAY OF JUNE, 2022, FILE WITH THE WOODBURY COUNTY ZONING COMMISSION A CERTAIN PLAT DESIGNATED AS "WILLIAMS THIRD STRIKE, FIRST ADDITION", WOODBURY COUNTY, IOWA; AND

WHEREAS, IT APPEARS THAT SAID PLAT CONFORMS WITH ALL OF THE PROVISIONS OF THE CODE OF THE STATE OF IOWA AND ORDINANCES OF WOODBURY COUNTY, IOWA, WITH REFERENCE TO THE FILING OF SAME; AND

WHEREAS, THE ZONING COMMISSION OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT; AND

WHEREAS, THE COUNTY ENGINEER OF WOODBURY COUNTY, IOWA HAS RECOMMENDED THE ACCEPTANCE AND APPROVAL OF SAID PLAT.

NOW THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, THAT THE PLAT OF "WILLIAMS THIRD STRIKE, FIRST ADDITION", WOODBURY COUNTY, IOWA BE, AND THE SAME IS HEREBY ACCEPTED AND APPROVED, AND THE CHAIRMAN AND SECRETARY OF THE WOODBURY COUNTY BOARD OF SUPERVISORS, WOODBURY COUNTY, STATE OF IOWA, ARE HEREBY DIRECTED TO FURNISH TO THE OWNERS AND PROPRIETORS A CERTIFIED COPY OF THIS RESOLUTION AS REQUIRED BY LAW.

PASSED AND APPROVED THIS 5TH DAY OF JULY, 2022  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy Filed.

10a. A public hearing was held at 4:35 p.m. for the sale of parcel #894721282008, 1118 22<sup>nd</sup> St. The Chairperson called on anyone wishing to be heard.

Motion by Taylor second by De Witt to close the public hearing. Carried 5-0.

Motion by Taylor second by Radig to approve and authorize the Chairperson to sign a Resolution for the sale of the real estate parcel #894721282008, 1118 22<sup>nd</sup> St., to Guillermo Ordonez & Blanca Garcia Charchalac, 1120 22<sup>nd</sup> St., Sioux City, for \$1,600.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,474**

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

**By Guillermo Ordonez Charchalac and Blanca Garcia Charchalac in the sum of One Thousand Six Hundred Dollars & 00/100 (\$1,600.00) dollars.**

For the following described real estate, To Wit:

**Parcel #894721282008**

**The Middle One-Third (1/3) of the South One Hundred Ten feet (110 ft.), and the North One-half (1/2) of Lot Two (2), Cary's Sub-Division, City of Sioux City, Woodbury County, Iowa (1118 22<sup>nd</sup> Street)**

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

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

**BE IT RESOLVED** that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to

previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

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

**SO DATED** this 5<sup>th</sup> Day of July, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy file.

10b. A public hearing was held at 4:37 p.m. for the sale of parcel #894823253012, 1904 Riverside Blvd. The Chairperson called on anyone wishing to be heard.

Motion by Radig second by De Witt to close the public hearing. Carried 5-0.

Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution for the sale of the real estate parcel #894823253012, 1904 Riverside Blvd., to Bargain Bedding Inc., 698 Prairie Blvd, Dakota Dunes, SD, for \$7,000.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF WOODBURY COUNTY, IOWA  
RESOLUTION #13,475**

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

By Bargain Bedding Inc. in the sum of Seven Thousand Dollars & 00/100 (\$7,000.00)-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #894823253012**  
**Lot 2 (Two) in Block 2 (Two) of North Riverside Addition to Sioux City, in the County of Woodbury and State of Iowa**  
**(1904 Riverside Blvd.)**

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

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

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

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

**SO DATED** this 5<sup>th</sup> Day of July, 2022.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy file.

- 11a. A public hearing was held at 4:40 p.m. for the Prairie Hills Old County Home Demolition Project. The Chairperson called on anyone wishing to be heard.  
  
Motion by Taylor second by De Witt to close the public hearing. Carried 5-0.
- 11b. Motion by De Witt second by Taylor to set July 26, 2022 at 3:00 p.m. to receive and open the bid submission for the Prairie Hills Old County Home Demolition Project at the Woodbury County Courthouse Board of Supervisors meeting. Carried 4-1; Radig was opposed. Copy filed.
- 11c. Motion by De Witt second by Taylor to authorize the County Auditor's Office to open bid submissions for the Prairie Hills County Home Demolition Project. Carried 4-1; Radig was opposed. Copy filed.
- 11d. Motion by De Witt second by Taylor to set July 26, 2022 at 4:45 p.m. to receive bids and award the bid at the Woodbury County Courthouse Board of Supervisors meeting. Carried 4-1; Radig was opposed. Copy filed.
- 12a. Motion by Radig second by De Witt to receive for signatures a Resolution setting date for public hearing for vacating road right-of-way. Carried 5-0. Copy filed.

**RESOLUTION #13,476  
 WOODBURY COUNTY, IOWA  
 A RESOLUTION SETTING DATE FOR PUBLIC  
 HEARING FOR VACATING ROAD RIGHT-OF-WAY**

**WHEREAS**, the Woodbury County Board of Supervisors in accordance with Section 306.11, (Code of Iowa), as amended, seeks to set a date for public hearing to vacate platted roads and alleys, and

**WHEREAS**, described roads and alleys were platted and dedicated to the public but never used or developed by the county or city as roads and alleys,

**AND WHEREAS**, excess right of way is held by the county at a location where the county road was relocated and said right of way is no longer needed for access or road purposes,

**NOW THEREFORE, BE IT RESOLVED** by the Woodbury County Board of Supervisors that on Tuesday, July 26, 2022 at 4:40 P.M CDT, at the Woodbury County Courthouse, 620 Douglas Street, Sioux City, Iowa, the County Board will hold a Public Hearing to vacate the right-of-way described as follows:

1) Vacate in Morningside Addition to Sioux City Iowa, Second Filing located in Section 4, T88N, R47W All of Wells Avenue lying between Block 29 (lots 20 – 32) & 30 (lots 7 – 19).

2) Vacate in Morningside Addition to Sioux City Iowa, Third Filing located in Section 4, T88N, R47W All of Wells Avenue lying between Block 29 (lots 33 – 38) & 30 (lots 1 – 6).

3) Vacate a parcel of land located in the SE1/4 of the SW1/4 of section 27, T89N, R42W of the 5<sup>th</sup> P.M., Woodbury County, Iowa described as follows:  
 Commencing at the southeast corner of the SW1/4 of said section 27; thence north 00°00'00" east 322.23 feet along the east line of said SE1/4 of the SW1/4; thence south 89°03'40" west 80.01 feet to the point of beginning; thence south 00°00'00" west 171.97 feet; thence south 34°44'26" west 122.84 feet; thence south 89°14'16" west 218.67 feet to the existing right-of-way; thence northeasterly 357.99 feet along a 921.65 foot radius curve concave northwesterly with a chord of north 39°25'36" east 355.74 feet along said right-of-way; thence north 89°03'40" east 62.73 feet to the point of beginning. containing 0.92 acres.

**SO RESOLVED** this 5<sup>th</sup> day of July 2022.  
 WOODBURY COUNTY BOARD OF SUPERVISORS  
 Copy file.

- 12b. Motion by Radig second by De Witt to approve the project agreement with Iowa DOT for the Highway 141 railroad crossing project. Carried 5-0. Copy filed.
- 13a. Motion by Radig second by Taylor to approve a 28E Agreement with Rolling Hills Community Services Region. Carried 5-0. Copy filed.
- 13b. Motion by Taylor second by Radig to approve a MOU between Rolling Hills and Woodbury County. Carried 5-0. Copy filed.
- 14. Reports on committee meetings were heard.
- 15. There were no citizen concerns.
- 18. Board concerns were heard.

The Board adjourned the regular meeting until July 12, 2022.

Meeting sign in sheet. Copy filed.



Memorandum of Agreement and Setting Date for  
Hearing

Woodbury County, Iowa

July \_\_, 2022

The Board of Supervisors of Woodbury County, Iowa, met in regular session on the above date at \_\_\_\_ o'clock, p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa. The meeting was called to order and there were present the Chair of the Board of Supervisors and the following named Supervisors:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

\*\*\*Other Business\*\*\*

Matters were discussed relative to a financing pursuant to Chapter 419 of the Iowa Code. Whereupon, Supervisor \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Supervisor \_\_\_\_\_; and after due consideration thereof by the Board, the Chair put the question upon the motion and the roll being called, the following named members of the Board voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Chair declared the said motion duly carried and the resolution adopted as follows:

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

A Resolution authorizing the execution of a Memorandum of Agreement with Siouxland Regional Transit System, and fixing a date for a hearing on the proposed issuance of revenue bonds or notes pursuant to Chapter 419 of the Iowa Code.

WHEREAS, the County of Woodbury, State of Iowa (the “Issuer”), is a county and political subdivision of the State of Iowa authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the “Act”), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”) and to refund any bonds issued pursuant to the Act and any existing indebtedness relating to such facilities and paying costs of issuance associated therewith; and

WHEREAS, the Issuer has been requested by Siouxland Regional Transit System or an affiliate thereof (the “Borrower”), a Tax Exempt Organization, to issue its revenue bonds or notes in an aggregate principal amount not to exceed \$2,100,000 (the “Bonds”) for the purpose of providing funds to the Borrower (a) to finance a portion of the costs of constructing, equipping and furnishing a bus operation facility (the “Project”) to be located at 6401 Gordon Drive, Sioux City, Iowa and (b) to pay costs of issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower pursuant to a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to provide for a portion of the financing the Project and paying for costs of issuance; and

WHEREAS, the Bonds, if issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Loan Agreement; and

WHEREAS, a Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto, has been presented to the Issuer under the terms of which the Issuer agrees, subject to the provisions of such Agreement, to pursue proceedings necessary under the Act to issue the Bonds for such purpose and the Memorandum of Agreement does not legally commit the Issuer to issue the Bonds;

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of the Issuer, as follows:

Section 1. The Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto is hereby approved, and the Chair is hereby authorized to execute said Memorandum of Agreement and the County Auditor is hereby authorized to attest the same and to affix the seal of the Issuer thereto; said Memorandum of Agreement, which constitutes and is

hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 2. Officials of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of the Memorandum of Agreement. The final decision whether to issue the Bonds and the final amount of the Bonds shall be subject to further action by this Board of Supervisors.

Section 3. This Board shall meet on the \_\_\_ day of August, 2022, in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, at \_\_\_ o'clock p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal to issue the Bonds referred to in the preamble hereof.

Section 4. The County Auditor is hereby directed to give notice of intention to issue the Bonds, setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation within the Issuer. The notice shall be in substantially the following form:

## NOTICE OF INTENTION TO ISSUE REVENUE BONDS OR NOTES

The Board of Supervisors of Woodbury County, Iowa, (the “Issuer”) will meet on the \_\_\_\_ day of August, 2022, at \_\_\_\_\_ o’clock p.m., in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa, 51101, for the purpose of conducting a public hearing on the proposal to issue revenue bonds or notes, of the Issuer in the aggregate principal amount not to exceed \$2,100,000 (the “Bonds”) and to loan said amount to Siouxland Regional Transit System or an affiliate thereof (the “Borrower”), for the purpose of providing funds to the Borrower (a) to finance a portion of the costs of constructing, equipping and furnishing a bus operation facility (the “Project”) to be located at 6401 Gordon Drive, Sioux City, Iowa, and (b) to pay costs of issuance of the Bonds. The Project will be owned by the Borrower.

The Bonds, when issued, will be limited obligations and will not constitute general obligations of the Issuer nor will they be payable in any manner by taxation, but the Bonds will be payable solely and only from amounts received by the Issuer pursuant to a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due.

At the time and place, oral or written objections from any resident or property owner of the Issuer may be presented. At such meeting or any adjournment thereof, the Issuer shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds. Written comments may also be submitted to the Issuer at 620 Douglas Street, Sioux City, Iowa, 51101. Written comments must be received by the above hearing date.

By order of the Board of Supervisors of Woodbury County, Iowa.

County Auditor

Section 5. On the basis of representations of the Borrower, the Issuer declares (a) that the Borrower intends to undertake the Project; (b) that other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution (or other qualifying reimbursement resolution), or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the Borrower and no expenditures will be made by the Borrower until after the date of this Resolution (or other qualifying reimbursement resolution); and (c) that the Borrower reasonably expects to reimburse the expenditures made for costs of the Project out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 6. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July \_\_\_\_, 2022.

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Chair

Attest:

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County Auditor

\*\*\*Other Business\*\*\*

On motion and vote, the meeting adjourned.

STATE OF IOWA  
COUNTY OF WOODBURY

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting County Auditor of the aforementioned County and that as such I have in my possession or have access to the complete official records of said County and of its Board and officers; and that I have carefully compared the transcript hereto attached with the aforesaid official records and that said transcript hereto attached is a true, correct and complete copy of all of the official records showing the action taken by the Board of Supervisors of said County to authorize the execution of a Memorandum of Agreement by and between Siouxland Regional Transit System and said County and to set a public hearing date as set forth therein.

WITNESS my hand and the seal of said County hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
County Auditor

(Seal)

STATE OF IOWA  
COUNTY OF WOODBURY

SS:

I, the undersigned, County Auditor of the aforementioned County, do hereby certify that I caused a notice of which the printed slip annexed to the publisher's affidavit hereto attached, is a true and complete copy, to be published in the \_\_\_\_\_, a legal newspaper, printed wholly in the English language, published in said County and of general circulation in such County as evidenced by the said affidavit.

WITNESS my hand and the seal of the aforementioned County hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

County Auditor

(Seal)

(PLEASE NOTE: This certificate must be dated as of or subsequent to the actual date of publication of the notice.)

EXHIBIT A  
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is between Woodbury County, Iowa (the “Issuer”) and Siouxland Regional Transit System (the “Borrower”).

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

(a) The Issuer is authorized by Chapter 419 of the Code of Iowa, as amended (the “Act”) to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”), refunding any bonds issued pursuant to the Act and any existing indebtedness relating to such facilities, and paying costs of issuance associated therewith.

(b) The Borrower, a Tax Exempt Organization, wishes to obtain satisfactory assurance from the Issuer that, subject to the public hearing required by the Act and Section 147(f) of the Code, and to due compliance with all requirements of law and the obtaining of all necessary consents and approvals and to the happening of all acts conditions and things required to exist, happen or be performed precedent to and in connection therewith in due time, form and manner as required by law, such bonds or notes will be issued by the Issuer in a principal amount not to exceed \$2,100,000 (the “Bonds”) for the purpose of providing funds to the Borrower to (a) finance a portion of the costs of constructing, equipping and furnishing a bus operation facility (the “Project”) and (b) pay costs of issuance of the Bonds.

2. Undertakings on the Part of the Issuer.

(a) The Issuer will begin the proceedings necessary to authorize the issuance of the Bonds in an aggregate principal amount not to exceed \$2,100,000.

(b) Subject to due compliance with all requirements of law, including the provisions of and the public hearing required by the Act, it will cooperate with the Borrower in the issuance and sale of such Bonds, and the proceeds from the issuance of such Bonds shall be loaned to the Borrower upon such terms sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds, as and when the same shall become due all as shall be authorized by law and mutually satisfactory to the Borrower and the Issuer.

(c) The Issuer shall determine when, in what amount, and if the Bonds may be issued without causing the Issuer to lose its qualification as a “qualified small issuer” within the meaning of Section 265(b)(3)(C) of the Code.



3. Undertakings on the Part of the Borrower.

(a) It will use all reasonable efforts to cooperate with the Issuer and comply with the Act and all other provisions of law relating to financing the Project and the issuance and sale of such Bonds.

(b) It will enter into a Loan Agreement with the Issuer under the terms of which it will obligate itself to pay to the Issuer sums sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds as and when the same shall become due and payable, such instrument to contain other provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Borrower.

(c) It will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertaking or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments on the part of the Issuer and the Borrower herein are subject to the condition that on or before one year from the date hereof (or such other date as shall be mutually agreed to) the Issuer and the Borrower shall have agreed to mutually acceptable terms relating to the issuance and sale of such Bonds, and mutually acceptable terms and conditions of the documents and proceedings referred to in paragraphs 2 and 3 hereof.

(b) The Borrower agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur at its request arising from the execution of this Agreement and the performance by the Issuer of its obligation hereunder, including, but not limited to, legal fees, printing and publication costs and filing fees arising from the execution of this Agreement and the performance, or preparation to perform by the Issuer of its obligations hereunder, done at the request of the Borrower, whether or not such Bonds are issued.

(c) All commitments of the Issuer hereunder are further subject to the conditions that the Issuer, and its elected and appointed officials, shall in no event incur any liability for any act or omission hereunder, and that such Bonds described herein shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

The execution of this Memorandum of Agreement by the Issuer is not intended to nor does it create a binding commitment on the part of the Issuer to proceed with the issuance of the Bonds. It is further understood that the issuance of the Bonds is subject to further review by the Board of Supervisors of the Issuer and compliance with all provisions of the Act, including the holding of a public hearing with respect thereto.

(d) Preparation of all resolutions, agreements, instruments, certificates, or other documents in final form for adoption and execution shall be the sole responsibility of Bond Counsel.

(e) In the event Sections 145 and 146 of the Code restrict the aggregate principal amount of Bonds for Tax-Exempt Organizations which the Issuer may issue in any calendar year, the Issuer may, in its discretion, rescind its commitments under Paragraph 2 hereof, without liability on the part of the Issuer.

Dated as of the \_\_\_\_ day of July, 2022.

WOODBURY COUNTY, IOWA

By: \_\_\_\_\_  
Chair of the Board of Supervisors

Attest:

\_\_\_\_\_  
County Auditor

SIOUXLAND REGIONAL TRANSIT SYSTEM

By: \_\_\_\_\_  
Authorized Representative

QUARTERLY REPORT  
 COMMISSION OF VETERAN AFFAIRS

STATE OF IOWA  
 WOODBURY COUNTY

We, the undersigned, members of the Commission of Veteran Affairs, hereby certify that the following is a correct statement of the initials and amounts of assistance given to persons entitled to relief under Chapter 35 of the Code of Iowa, and for the quarter ending December 31, 2021 – 2<sup>nd</sup> Quarter (October, November and December 2021).

*Kathy Mureno*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
 Members of Veteran Affairs Commission

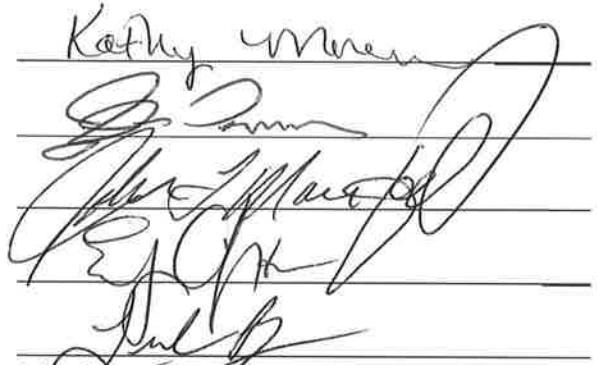
VETERAN	ASSISTANCE AMT
1181	\$176.99
1194	\$1,000.00
1198	\$116.56
1202	\$1,000.00
1203	\$1,240.00
1204	\$2,000.00
Veteran Health Assistance	\$1,000.00
Office Food Pantry & Supplies	\$3,958.70
Driver Appreciation Dinner	\$700.00
Assistance Items	\$1,890.42

**TOTAL ASSISTANCE FY 21-22 2<sup>nd</sup> QUARTER:                    \$ 13,082.67**

QUARTERLY REPORT  
COMMISSION OF VETERAN AFFAIRS

STATE OF IOWA  
WOODBURY COUNTY

We, the undersigned, members of the Commission of Veteran Affairs, hereby certify that the following is a correct statement of the initials and amounts of assistance given to persons entitled to relief under Chapter 35 of the Code of Iowa, and for the quarter ending March 31, 2022 – 3<sup>rd</sup> Quarter (January, February, and March 2022).



Members of Veteran Affairs Commission

VETERAN	ASSISTANCE AMT
1198	\$331.21
1205	\$500.00
1206	\$1,240.00
1207	\$2,000.00
1208	\$502.48
1209	\$240.00
1210	\$240.00
Warming Shelter	\$420.99
Assistance Items	\$270.18

**TOTAL ASSISTANCE FY 21-22 3<sup>rd</sup> QUARTER:           \$ 5,744.86**

# HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: July 12, 2022

**\* PERSONNEL ACTION CODE:**

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

**TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Brooks, William	County Sheriff	7-11-22	Deputy Sheriff	\$32.87/hour	6.5%=\$2.01/hour	R	Per CWA Deputy Sheriff Contract agreement, from Class 1 to Senior Class.
Klemke, Ian	Building Services	7-11-22	Maintenance Technician	\$22.86/hour	5%=\$1.15/hour	R	Per AFSCME Courthouse Contract agreement, from Grade 4/Step 3 to Grade 4/Step 4.
McCollum, Jacob	County Sheriff	7-18-22	Civilian Jailer	\$21.60/hour		A	Job Vacancy Posted 5-25-22. Entry Level Salary: \$21.60/hour.
Montino, Michael	Emergency Management	7-25-22	Coordinator	\$70,000/year		A	Job Vacancy Posted 5-18-22. Entry Level Salary: \$55,000-\$70,000/year.
Feiler, Mary	County Sheriff	7-11-22	Civilian Lieutenant	\$93,119.61	5%	R	Salary Increase
Uhl, Randy	County Sheriff	7-11-22	Civilian Lieutenant	\$90,188.48	5%	R	Salary Increase

APPROVED BY BOARD DATE: \_\_\_\_\_

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

**RESOLUTION #**  
**NOTICE OF PROPERTY SALE**

**Parcel #894735332007**

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

**Lot Eleven (11) Block Fourteen (14) of Holman's Addition to Sioux City in the County of Woodbury and State of Iowa  
(1020 S. Glass St.)**

**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 **26<sup>th</sup> Day of July, 2022 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 **26<sup>th</sup> Day of July, 2022**, 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 \$579.00** 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 12<sup>th</sup> Day of July, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Patrick F. Gill  
Woodbury County Auditor  
and Recorder

\_\_\_\_\_  
Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Dana / Dustin Kruse

Date: 3/9/21

Address: 1024 S. Glass St

Phone: 712-202-6375

Address or approximate address/location of property interested in:

1020 S. Glass St.

GIS PIN # 894735332007

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

Legal Description:

Lot 11 Block 14 of Holmans Addition  
City of Sioux City, Woodbury County, Iowa

Tax Sale #/Date: #1083 6/17/2013

Parcel # 256680

Tax Deeded to Woodbury County on: N/A

Current Assessed Value: Land \$18,500- Building \_\_\_\_\_ Total \$18,500-

Approximate Delinquent Real Estate Taxes: \$39,576-

Approximate Delinquent Special Assessment Taxes: \$4,989-

\*Cost of Services: N/A

Inspection to: Rocky De Witt

Date: 3/9/21

Minimum Bid Set by Supervisor: \$450 PLUS FEES

Date and Time Set for Auction:

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

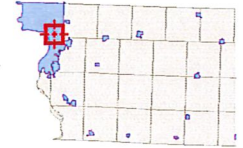




# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

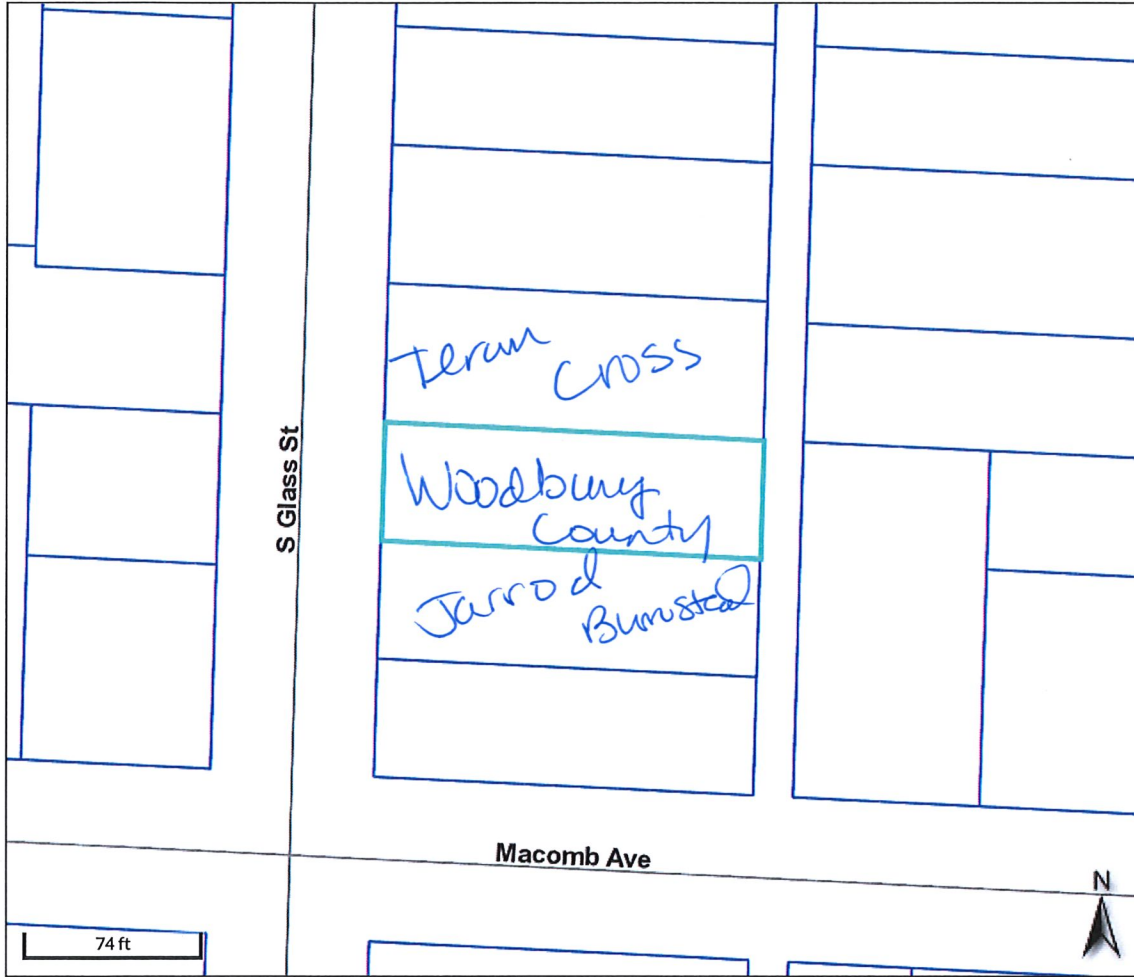
Parcel ID	894735332007	Alternate ID	256680	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	R		620 DOUGLAS
Property Address	1020 S GLASS ST	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	HOLMANS LOT 11 BK 14				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 7/7/2022  
 Last Data Uploaded: 7/6/2022 7:39:00 PM

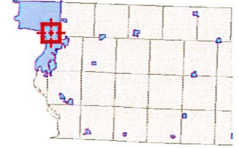
Developed by  Schneider  
 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



## Overview



## Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- ▭ Parcels

Parcel ID	894735332007	Alternate ID	256680	Owner Address	WOODBURY COUNTY
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	SIOUX CITY				
District	0087				
Brief Tax Description	HOLMANS LOT 11 BK 14				
	(Note: Not to be used on legal documents)				

Date created: 7/7/2022  
 Last Data Uploaded: 7/6/2022 7:39:00 PM

Developed by  Schneider  
 GEOSPATIAL

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

Date: 07/06/2022 Weekly Agenda Date: 07/12/2022

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dawn Norton

**WORDING FOR AGENDA ITEM:**

Review and sign Release of Mortgage for county loan - Cyclone Operations (Sergeant Bluff Eyecare - Ben Uhl)

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

**BACKGROUND:**

In 2015, Ben Uhl - Cyclone Operations/Sergeant Bluff Eyecare, received a county loan for the amount of \$100,000 to be repaid within 7 years at 2% interest. The Treasurer's office notified our department on July 1, 2022 that the final payment on this loan has been received and the loan is paid in full. The Release of Mortgage will be recorded after required signatures.

**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:**

Authorize Chairman and Auditor to sign Release of Mortgage.

**ACTION REQUIRED / PROPOSED MOTION:**

Authorize Chairman and Auditor to sign Release of Mortgage.

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

RELEASE OF MORTGAGE

In consideration of the payment of the debt names therein  
(\$100,000.00), Woodbury County, Iowa hereby releases the mortgage  
made to CYCLONE OPERATIONS, LLC. Filed 06/09/2016 as Document NO. 14208, Roll 747 and Image  
6042.

Executed 07/12/2022

Woodbury County, Iowa

---

Keith Radig  
Chairman of the Board of Supervisors

STATE OF IOWA

COUNTY OF WOODBURY

The foregoing Release of Mortgage was acknowledged before me on  
07/12/2022 by Keith Radig, Chairman of the Board of Supervisors  
for Woodbury County, Iowa.

---

Patrick F. Gill  
Woodbury County Auditor

MORTGAGE AMORTIZATION

NAME: Cyclone Operations, LLC  
 MORTGAGE AMOUNT: \$100,000.00  
 INTEREST RATE - ANNUAL: 2.00%  
 NUMBER OF YEARS: 7  
 NUMBER OF MONTHLY PAYMENTS: 84  
 LOAN CLOSING DATE: 7/1/15  
 FIRST PAYMENT DUE: 8/15/15  
 MONTHLY PAYMENTS: \$1,276.74  
 ACCRUED INTEREST: \$80.20  
 TOTAL FIRST PAYMENT DUE: \$1,356.94

PAYMENT #	PRINCIPAL	INTEREST	BAI.ANCE	TOTAL MONTHLY PAYMENT	PAYMENT DUE DATE
BEG BALANCE			\$100,000.00		
1	\$1,110.36	\$246.58	\$98,889.64	\$1,356.94	8/15/15 ✓
2	\$1,111.92	\$164.82	\$97,777.72	\$1,276.74	9/15/15 ✓
3	\$1,113.78	\$162.96	\$96,663.94	\$1,276.74	10/15/15 ✓
4	\$1,115.63	\$161.11	\$95,548.31	\$1,276.74	11/15/15 ✓
5	\$1,117.49	\$159.25	\$94,430.82	\$1,276.74	12/15/15 ✓
6	\$1,119.36	\$157.38	\$93,311.46	\$1,276.74	1/15/16 ✓
7	\$1,121.22	\$155.52	\$92,190.24	\$1,276.74	2/15/16
8	\$1,123.09	\$153.65	\$91,067.15	\$1,276.74	3/15/16
9	\$1,124.96	\$151.78	\$89,942.19	\$1,276.74	4/15/16
10	\$1,126.84	\$149.90	\$88,815.35	\$1,276.74	5/15/16
11	\$1,128.71	\$148.03	\$87,686.64	\$1,276.74	6/15/16
12	\$1,130.60	\$146.14	\$86,556.04	\$1,276.74	7/15/16
13	\$1,132.48	\$144.26	\$85,423.56	\$1,276.74	8/15/16
14	\$1,134.37	\$142.37	\$84,289.19	\$1,276.74	9/15/16
15	\$1,136.26	\$140.48	\$83,152.93	\$1,276.74	10/15/16
16	\$1,138.15	\$138.59	\$82,014.78	\$1,276.74	11/15/16
17	\$1,140.05	\$136.69	\$80,874.73	\$1,276.74	12/15/16
18	\$1,141.95	\$134.79	\$79,732.78	\$1,276.74	1/15/17
19	\$1,143.85	\$132.89	\$78,588.93	\$1,276.74	2/15/17
20	\$1,145.76	\$130.98	\$77,443.17	\$1,276.74	3/15/17
21	\$1,147.67	\$129.07	\$76,295.50	\$1,276.74	4/15/17
22	\$1,149.58	\$127.16	\$75,145.92	\$1,276.74	5/15/17
23	\$1,151.50	\$125.24	\$73,994.42	\$1,276.74	6/15/17
24	\$1,153.42	\$123.32	\$72,841.00	\$1,276.74	7/15/17
25	\$1,155.34	\$121.40	\$71,685.66	\$1,276.74	8/15/17
26	\$1,157.26	\$119.48	\$70,528.40	\$1,276.74	9/15/17
27	\$1,159.19	\$117.55	\$69,369.21	\$1,276.74	10/15/17
28	\$1,161.12	\$115.62	\$68,208.09	\$1,276.74	11/15/17
29	\$1,163.06	\$113.68	\$67,045.03	\$1,276.74	12/15/17
30	\$1,165.00	\$111.74	\$65,880.03	\$1,276.74	1/15/18
31	\$1,166.94	\$109.80	\$64,713.09	\$1,276.74	2/15/18
32	\$1,168.88	\$107.86	\$63,544.21	\$1,276.74	3/15/18
33	\$1,170.83	\$105.91	\$62,373.38	\$1,276.74	4/15/18
34	\$1,172.78	\$103.96	\$61,200.60	\$1,276.74	5/15/18
35	\$1,174.74	\$102.00	\$60,025.86	\$1,276.74	6/15/18
36	\$1,176.70	\$100.04	\$58,849.16	\$1,276.74	7/15/18
37	\$1,178.66	\$98.08	\$57,670.50	\$1,276.74	8/15/18
38	\$1,180.62	\$96.12	\$56,489.88	\$1,276.74	9/15/18
39	\$1,182.59	\$94.15	\$55,307.29	\$1,276.74	10/15/18
40	\$1,184.56	\$92.18	\$54,122.73	\$1,276.74	11/15/18
41	\$1,186.54	\$90.20	\$52,936.19	\$1,276.74	12/15/18
42	\$1,188.51	\$88.23	\$51,747.68	\$1,276.74	1/15/19
43	\$1,190.49	\$86.25	\$50,557.19	\$1,276.74	2/15/19
44	\$1,192.48	\$84.26	\$49,364.71	\$1,276.74	3/15/19
45	\$1,194.47	\$82.27	\$48,170.24	\$1,276.74	4/15/19
46	\$1,196.46	\$80.28	\$46,973.78	\$1,276.74	5/15/19
47	\$1,198.45	\$78.29	\$45,775.33	\$1,276.74	6/15/19
48	\$1,200.45	\$76.29	\$44,574.88	\$1,276.74	7/15/19
49	\$1,202.45	\$74.29	\$43,372.43	\$1,276.74	8/15/19
50	\$1,204.45	\$72.29	\$42,167.98	\$1,276.74	9/15/19
51	\$1,206.46	\$70.28	\$40,961.52	\$1,276.74	10/15/19
52	\$1,208.47	\$68.27	\$39,753.05	\$1,276.74	11/15/19
53	\$1,210.48	\$66.26	\$38,542.57	\$1,276.74	12/15/19

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

Roll 747 Image 6042-6055  
Document 14208 Type MG Pages 14  
Date 6/09/2016 Time 3:58 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):

Cyclone Operations, LLC

Grantee:

Woodbury County, Iowa

Legal Description:

See Page 2

## MORTGAGE

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

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

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

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

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

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

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

a. The payment of the loan made by Mortgagee to Mortgagor evidenced by a promissory note dated July 1, 2015 in the principal amount of \$100,000.00 with a due date of July 15, 2022, any renewals, extensions, modifications or refinancing thereof and any promissory notes issued in substitution therefore; and

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

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



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

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

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. If to Mortgagor, to:

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

b. If to Mortgagee, to:

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

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

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

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

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

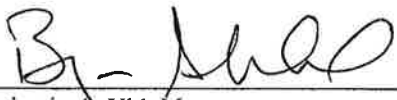
24. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Iowa.

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

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

Dated this 16 day of June, 2015.

Cyclone Operations, LLC

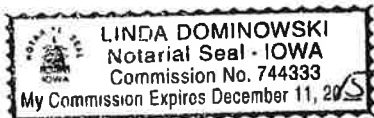
By:   
Benjamin A. Uhl, Manager

By:   
Sarah E. Murray, Manager

State of Iowa, County of Woodbury, SS:

On this 16 day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin A. Uhl and Sarah E. Murray, to me personally known, who being by me duly sworn, did say that they are the Managers of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Members; and they acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

SEAL



  
Notary Public in and for said State

WOODBURY COUNTY, IOWA  
CORPORATE GUARANTEE

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

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

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

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

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

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

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

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

Dated this 16 day of June, 2015.

Hawkeye Clinic of Sergeant Bluff, P.C.

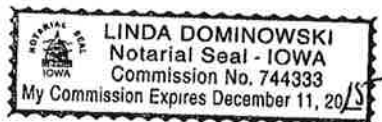
By: *Benjamin A. Uhl*  
Benjamin A. Uhl, O.D., President and Secretary

State of Iowa, County of Woodbury, SS:

On this 16 day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin A. Uhl, O.D., to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and he acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

SEAL

*Linda Dominowski*  
Notary Public in and for said State





WOODBURY COUNTY, IOWA  
PERSONAL GUARANTEE

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

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

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

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

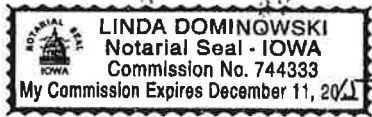
Woodbury County shall not be required to inquire into or investigate the authority of Borrower to execute promissory notes or other instruments evidencing any indebtedness or to verify authority of Borrower's officers and agents purporting to act on behalf of Borrower in placing said orders.

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

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

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

Dated this 16 day of June, 2015.



Benjamin A. Uhl  
Benjamin A. Uhl, Individually

State of Iowa, County of Woodbury, SS:

On this 16 day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Benjamin A. Uhl, to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

SEAL

Linda Domingowski  
Notary Public in and for said State

WOODBURY COUNTY, IOWA  
PERSONAL GUARANTEE

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

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

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

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

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

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

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

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

Dated this 16 day of June, 2015.


  
Sarah E. Murray, Individually

State of Iowa, County of Woodbury, SS:

On this 16 day of June, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Sarah E. Murray, to me personally known, to be the identical person named and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

SEAL



  
Notary Public in and for said State

**RESOLUTION #**  
**NOTICE OF PROPERTY SALE**

**Parcel #894734152021**

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

**An irregular parcel being part of Block 40, part of vacated Dodge Avenue, and part of vacated Morgan Street described as beginning at the southwest corner of Lot 9 of The Yards Town Center Addition to the City of Sioux City; thence North 39°09'06" West a distance of 402.13 feet; thence South 29°25'41" East for a distance of 264.22 feet; thence South 00°16'56" East for a distance of 46.40 feet; thence North 89°43'04" East for a distance of 27.60 feet; thence South 26°08'54" East for a distance of 38.42 feet; thence South 68°33'08" East for a distance of 108.22 feet, thence North 39°09'06" West a distance of 43.52 feet to the Point of Beginning, containing 12,664 square feet, City of Sioux City, Woodbury County, Iowa  
(715 ½ Cunningham Dr.)**

**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 **12<sup>th</sup> Day of July, 2022 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 **12<sup>th</sup> Day of July, 2022**, 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 \$892.00** 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 28<sup>th</sup> Day of June, 2022.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
and Recorder

---

Keith W. Radig, Chairman

REQUEST FOR MINIMUM BID

Name: Steve Wilson

Date: 8/30/11

Address: 2805 W. 4<sup>th</sup> St.

Phone: 224-4232

Address or approximate address/location of property interested in:

715 1/2 Cunningham Dr.

GIS PIN # 894734152021

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

Legal Description:

An irregular parcel being part of Block 40, part of vacated Dodge Avenue, and part of vacated Morgan Street described as beginning at the southwest corner of Lot 9 of The Yards Town Center Addition to the City of Sioux City; thence North 39°09'06" West a distance of 402.13 feet; thence South 29°25'41" East for a distance of 264.22 feet; thence South 00°16'56" East for a distance of 46.40 feet; thence North 89°43'04" East for a distance of 27.60 feet; thence South 26°08'54" East for a distance of 38.42 feet; thence South 68°33'08" East for a distance of 108.22 feet, thence North 39°09'06" West a distance of 43.52 feet to the Point of Beginning, containing 12,664 square feet

Tax Sale #/Date: # 943 6/15/2015

Parcel # 50672

Tax Deeded to Woodbury County on: 5/12/22

Current Assessed Value: Land \$9,500 Building \$300 Total \$9,800

Approximate Delinquent Real Estate Taxes: \$4,259

Approximate Delinquent Special Assessment Taxes: \$3,814

\*Cost of Services: \$220

Inspection to: Rocky Dewitt

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

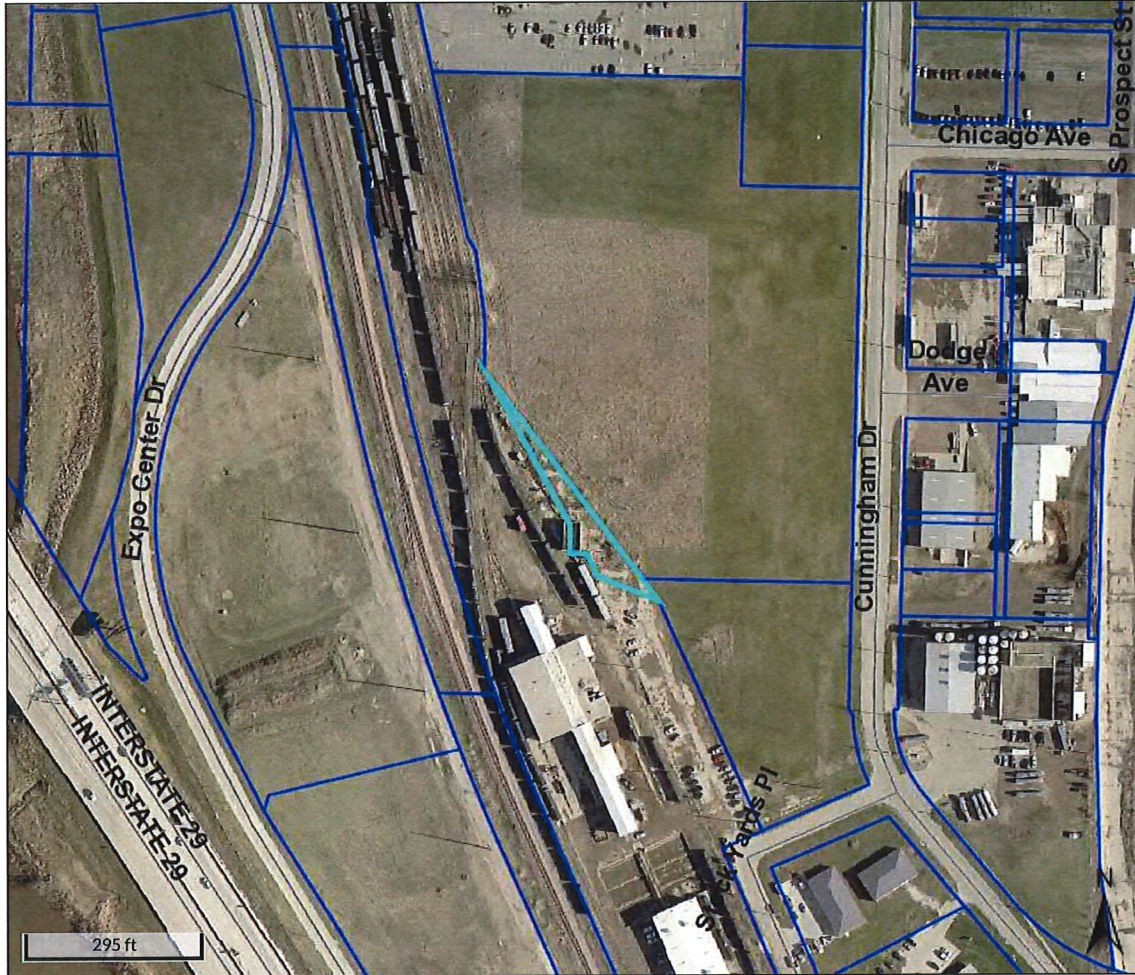
Minimum Bid Set by Supervisor: \$672 PLUS FEES of \$220. Total: \$892

Date and Time Set for Auction: Tuesday, July 12<sup>th</sup> 24:35

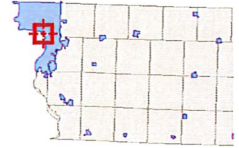
\* Includes: Abstractors costs; Sheriff's costs; publishing costs; and mailing costs.



# Beacon™ Woodbury County, IA / Sioux City



### Overview



### Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

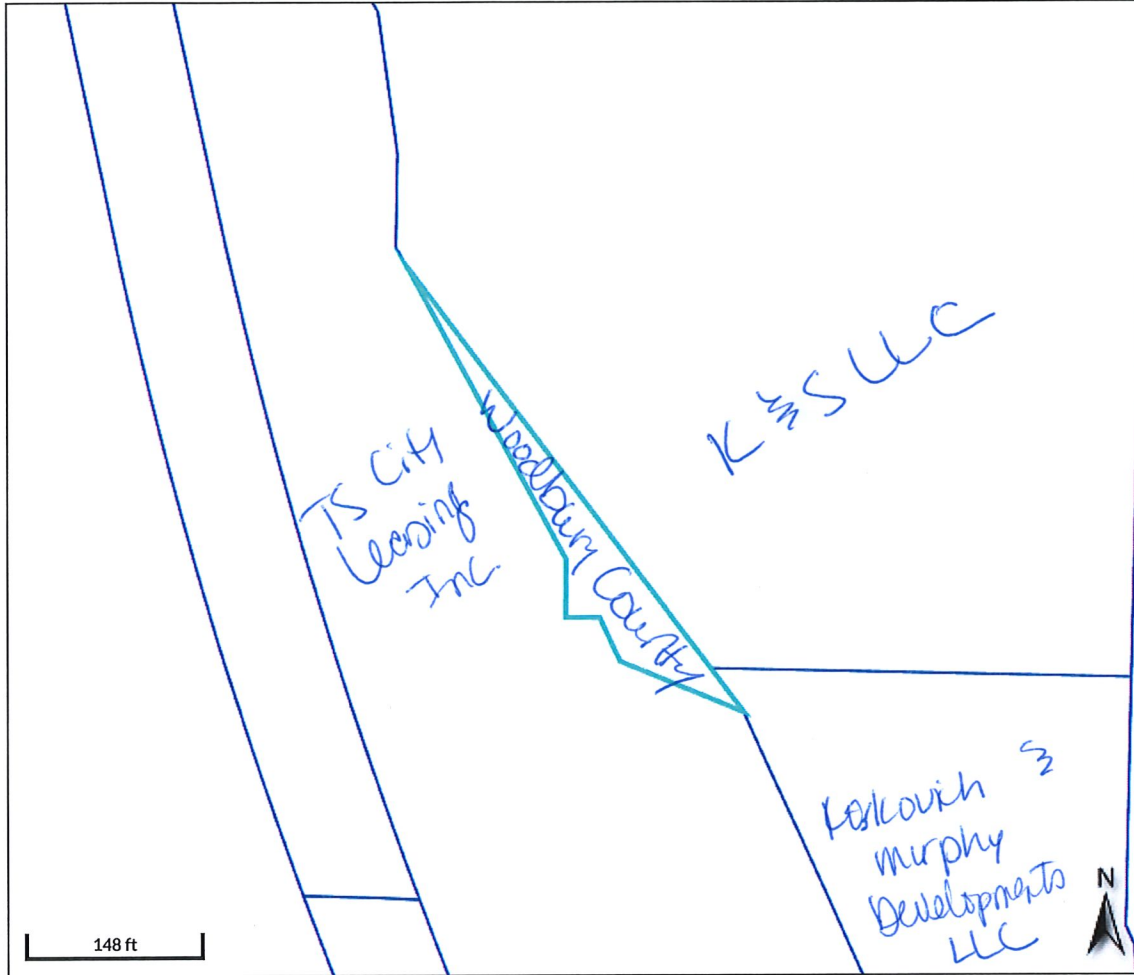
Parcel ID	894734152021	Alternate ID	50672	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	715 1/2 CUNNINGHAM DR	Acreage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
District	0087				
Brief Tax Description	LL SC COMM 89-47 PT OF BLK 40; PT VAC DODGE AVE; PT VAC MORGAN STREET COM NE COR BLK 11 FLOYD CITY THNC W 978.88 FT, THNC SELY 321.28 FT, THNC E 4 FT, THNC SELY 1032.21 FT THNC SELY 24.52 FT, THNC ELY 113.26 FT, THNC S 74 FT TO POB; THNC SELY 272.14 FT, T				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 5/24/2022  
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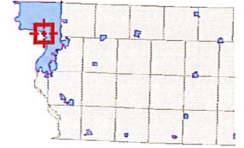
Developed by Schneider  
 GEOSPATIAL



# Beacon™ Woodbury County, IA / Sioux City



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Parcel ID	894734152021	Alternate ID	50672	Owner Address	WOODBURY COUNTY IOWA
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	715 1/2 CUNNINGHAM DR	Acreeage	n/a		SIOUX CITY, IA 51101
	SIOUX CITY				
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**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 07/07/2022 Weekly Agenda Date: 7/12/2022

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

**WORDING FOR AGENDA ITEM:**

Receive bids for county pavement markings for 2022

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The county engineer has prepared plans for the application of pavement markings on various paved roads in Woodbury County.

**BACKGROUND:**

Annually the county reapplies paint to 33-50% of its paved road system. The proposed project will be completed during the 2022 construction season.

**FINANCIAL IMPACT:**

The project is paid for with local Woodbury County secondary road funds.

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

Yes  No

**RECOMMENDATION:**

- 1) I recommend that the Board receive bids for Pavement Markings - 2022 and return them to the county engineer for review and recommendation.
- 2) If quotes show a clear low quote, the engineer may recommend award at the Board meeting after opening the quotes.

**ACTION REQUIRED / PROPOSED MOTION:**

- 1) Motion to receive bids for Pavement Markings - 2022 and return them to the county engineer for review and recommendation.
- 2) Motion to award bid if low quote is clearly determined by bid results.