

## WOODBURY COUNTY BOARD OF SUPERVISORS

Larry D. Clausen 389-5329 Iclausen1@me.com

Mark A. Monson 204-1015 mark@mudflap.com

Jaclyn D. Smith 898-0477 jasmith435@cableone.net jeremytaylor@cableone.net

Jeremy J. Taylor 259-7910

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

### AGENDA FOR THE REGULAR SESSION OF THE BOARD OF SUPERVISORS **JANUARY 20, 2015**

### **ITEMS OF BUSINESS**

- 10:00 a.m. 1. Call Meeting to Order
- 10:01 a.m. 2. Pledge of Allegiance
- 10:02 a.m. 3. Public Comments
- 10:07 a.m. 4. Approval of Minutes of January 13, 2015, Meeting
- 10:08 a.m. 5. Discussion and Approval of Claims
- 10:10 a.m. 6. Human Resources - Ed Gilliland
  - Approval of Memorandum of Personnel Transactions
  - b. Authorize Chairman to Sign Authorization to Initiate Hiring Process
  - c. Approval of Request to Remain on County Health and Dental Insurance Plans

### 10:13 a.m. 7. Board Administration/Public Bidder – Karen James

- a. Approval of Lifting Tax Suspension for L. R.
- b. Approval of Resolution for a Tax Suspension for V. B.
- c. Approval of Resolution Approving Petition for Suspension of Taxes Through the Redemption Process for S. S.
- d. Approval of Resolution for Notice of Property Sale
- e. Public Hearing and Sale of Property Parcel 079305 (aka 1209 Hill Avenue) 10:15 a.m.

(Set time)

- 10:16 a.m. 8. County Auditor - Patrick Gill
  - a. Approve City of Correctionville Appointment of Council Member
  - b. Approve City of Correctionville Appointment of Mayor
  - c. Approve Appointment Made for Floyd Township Clerk
  - d. Receive Auditor's Quarterly Report

10:18 a.m. 9. Rural Economic Development - David Gleiser

- Discussion and Action on Closing Documents for Cyclone Operations, LLC
- b. Discussion and Action on Request for Sponsorship, Innovation Market and Swimming with the Sharks
- 10:23 a.m. 10. Secondary Roads Mark Nahra
  - Re: Consider Approval of Completion Certificate for Project No. CF Industries County Road Grading, Grading and Drainage Structures for CF-Industries Entrance Road Section 19-87-47
- 10:25 a.m. 11. a. Approval of Resolution Appointing Housing Authority Commissioner
  - c. Approval of Resolution Confirming Appointment of Housing Authority Commissioner

### AGENDA FOR THE REGULAR SESSION OF THE BOARD OF SUPERVISORS JANUARY 20, 2015

10:27 a.m.	<ol> <li>Planning/Zoning – John Pylelo Re: Public Hearing, Third Reading and Ordinance Approv Woodbury County Zoning Ordinance/Mapping Re: Th Clausen; GIS Parcel #894632100011</li> </ol>	
10:35 a.m.	<ol> <li>Hearing of any Individual/Group to Make a Presentation of And Supervisors' Concerns</li> </ol>	f Items(s) Not On the Agenda
	5 Minute Break	
10:40 a.m.	14. Budget Discussion for FY 2016	
	a. Medical Examiner – General Basic	73
10:45 a.m.	b. Sanitary Landfill - Rural Basic	9
10:50 a.m.	c. Civil Service – General Basic	108
10:55 a.m.	d. County Treasurer – General Basic	
	Auto Division	97-98
	Tax Division	116-117
11:10 a.m.	e. WCICC Information – General Basic	133
11:20 a.m.	f. Youth Guidance Services – General Supplemental	19
11:25 a.m.	g. General Relief - General Basic	
	Administration	76
	Assistance	77
11:35 a.m.	h. Rural Economic Development – General Basic	109-112
11:45 a.m.	i. Risk Management Services – General Supplemental	42
11:50 a.m.	j. Township Trustees – <u>Rural Basic</u>	15
11:55 a.m.	k. Debt Service - Debt Service	
	Revenues	1-3
	Principal Payments	4-13
	Interest Payments	14-23
12:00 noon	I. Planning/Zoning – Rural Basic	15
12:10 p.m.	m. Department of Human Services - General Basic	75

## ADJOURNMENT

### AGENDA FOR THE REGULAR SESSION OF THE BOARD OF SUPERVISORS JANUARY 20, 2015

### CALENDAR OF EVENTS

TUESDAY, JANUARY 19	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
WEDNESDAY, JANUARY 20	2:00 noon	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, JANUARY 21	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
MONDAY, JANUARY 26	6:00 p.m.	Zoning Commission Meeting, Board of Supervisors' Chambers
MONDAY, JANUARY 26	7:30 p.m.	Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Moville, Iowa.
TUESDAY, JANUARY 27	2:00 p.m.	Decat Board Meeting, Western Hills AEA, Room F
MONDAY, FEBRUARY 2	6:00 p.m.	Board of Adjustment meeting, Board of Supervisors' Chambers
TUESDAY, FEBRUARY 3	4:00 p.m.	Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
WEDNESDAY, FEBRUARY 4	12:00 noon	District Board of Health Meeting, 1014 Nebraska St.
THURSDAY, FEBRUARY 5	5:00 p.m.	Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
TUESDAY, FEBRUARY 10	10:00 a.m.	Senior Center Board of Directors Meeting, 313 Cook Street
WEDNESDAY, FEBRUARY 11	8:05 a.m.	Woodbury County Information Communication Commission, Board of Supervisors' Chambers
THURSDAY, FEBRUARY 12	7:00 p.m.	Siouxland Mental Health Center, Board Meeting, 625 Court Street
	12:00 p.m.	SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
TUESDAY, FEBRUARY 17	4:30 p.m.	Community Action Agency of Siouxland Board Meeting, 2700 Leech
WEDNESDAY, FEBRUARY 18	12:00 noon	Siouxland Economic Development Corporation Meeting, Marina Inn
THURSDAY, FEBRUARY 19	11:00 a.m.	Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa

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 lowa Civil Rights Commission at 800-457-4416 or lowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the lowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

#### JANUARY 13, 2015 — THIRD MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 13, 2015 at 10:00 a.m. Board members present were Taylor, Monson, Smith, Ung, and Clausen. Staff members present were Karen James, Board Administrative Coordinator, Dennis Butler, Finance/Operations Controller, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

The meeting was called to order.

 Motion by Clausen second by Ung to approve the minutes from the 1/02/15 Board meeting. Carried 5-0. Copy filed.

Motion by Taylor second by Ung to approve the minutes from the 1/06/15 Board meeting. Carried 5-0. Copy filed.

- Motion by Ung second by Taylor to approve of the County's claims totaling \$669,391.06. Carried 4-1; Clausen opposed. Copy filed.
- 3a. Motion by Smith second by Taylor to approve the other of Mark Monson, Board Chairman, Board of Supervisors Dept., effective 1/02/15. From Board Member to Board Chairman.; the other of Jeremy Taylor, Board Vice Chair, Board of Supervisors Dept., effective 1/02/15. From Board Member to Vice Chair.; the separation of Valerie Uken, P/T Safety & Security Officer, Courthouse Safety & Security Dept., effective 1/02/15. Resignation.; the reclassification of Ranae Torres, P/T Youth Worker, Juvenile Detention Dept., effective 1/22/15, \$17.86/hour, 3.8%=\$.67/hr.; the reclassification of Melissa Miller, Safety/Risk Coordinator, Human Resources Dept., effective 1/23/15, \$20.22/hour, 3%=\$.60/hr., Per Wage Plan Matrix, 6 month Salary Increase.; and the reclassification of Kimberly Flanders, Custodian, Building Services Dept., effective 1/25/15, \$17.02/hour, 8%=\$1.29/hr. Per AFSCME Courthouse Contract agreement, from Grade 1/Step 4 to Grade 1/Step 5. Carried 5-0. Copy filed.
- 3b. Motion by Smith second by Clausen to approve the request from Kathy Sands to remain on County Health and Dental Insurance Plans. Carried 5-0. Copy filed.
- 3c. Discussion on employment outside of Woodbury County.

Motion by Ung second by Taylor to authorize Human Resources to issue a disclosure form requiring employees to provide information on employment outside of Woodbury County. Carried 5-0.

4. Motion by Clausen second by Smith to approve and receive for signatures a Resolution thanking and commending Kathy Sands for her years of services to Woodbury County. Carried 5-0.

### RESOLUTION #<u>12,124</u> RESOLUTION THANKING AND COMMENDING KATHY SANDS FOR HER SERVICE TO WOODBURY COUNTY

WHEREAS, Kathy Sands has capably served Woodbury County as an employee of the Woodbury County Assessor's Office for 20 years from July 3, 1995 to January 31, 2015; and

WHEREAS, the service given by Kathy Sands as a Woodbury County employee, has been characterized by her dedication to the best interests of the citizens of Woodbury County; and

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

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

**BE IT SO RESOLVED** this 13th day of January 2015. WOODBURY COUNTY BOARD OF SUPERVISORS January 13, 2015 Cont'd.

Page 2

Copy filed.

- Motion by Smith second by Ung to approve Judy Turner, 1511 Carline Ave, Sioux City to the Siouxland District Board of Health. Carried 5-0. Copy filed.
- 5b. Motion by Clausen second by Ung to approve Leo Jochum, 1691 250<sup>th</sup> St, Salix, Thomas Ullrich, 819 BrownSt., Sloan, Ronal Michener, 2575 Ida Ave., Anthon and Debbie DeForrest, 1861 Buchanan Ave., Sioux City to the Commission to Assess Damages – Category A – Owner/operators of Agricultural Property, G.R. Batcheller, Jr., PO Box 3311, Sioux City, Peter Macfarlane, 17 Deer Haven Dr., Sioux City, Ruth Groth, 305 North Cauley Ave., Anthon, Kathleen Fenceroy, 323 Oakland, Sioux City, Susan Feathers, 2820 Jackson, Sioux City, and Myrna Keitges, 4359 Lincoln Way, Apt. B., Sioux City to the Commission to Assess Damages – Category B – Owners of City Property, Colleen Baker, 3422 Jackson St., Sioux City, Anita Small, 4629 46<sup>th</sup> St., Sioux City, Nancy Henry CPS, PO Box 2484, Sioux City, Teresa Delfs, 205 W 45<sup>th</sup> St., Sioux City, and Tori Jackson, 1114 Historic 4<sup>th</sup>, Sioux City to the Commission to Assess Damages – Category C – Licensed Real Estate Salesman or Real Estate Broker, Patrick Curry, 502 Huntington Court, Sergeant Bluff, Robert Huisenga, 4507 Lincoln Way, Sioux City, Leon Ortner, 2961 O'Brien Ave., Danbury, Linda Mathison, 5008 Ravine Park Lane, Sioux City, and Doug Lehman, 3700 28<sup>th</sup>, Lot 509, Sioux City to the Commission to Assess Damages – Category D – Person Having Knowledge of Property Values in the County by Reason of their Occupation. Carried 5-0. Copy filed.
- 5c. Motion by Ung second by Taylor to approve the appointment of Lauren Jansen, 2000 Outer Drive N. Apt. 262, Sioux City to the Judicial Magistrate Nomination Commission. Carried 5-0. Copy filed.

Motion by Clausen second by Smith to approve Rick Mullin, 3715 Cheyenne Blvd., Sioux City to the Judicial Magistrate Nomination Commission. Carried 3-2; Taylor and Ung opposed. Copy filed.

- Motion by Smith second by Ung to approve the appointment of Barb Parker, 1 Bigelow Park Circle, Salix to the Zoning Commission. Carried 5-0.
- 6b. Motion by Smith second by Clausen to approve the appointment of Kenneth Gard, 1215 Carroll Ave., Sioux City to the Board of Adjustment. Carried 5-0.
- 6c. A public hearing was held for an amendment to Woodbury County Zoning Ordinance Mapping regarding the Re-Zoning of GIS Parcel #894632100011 for Ronald and Linda Clausen.

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

There was a second reading for an Amendment to Woodbury County Zoning Ordinance Mapping regarding the Re-Zoning of GIS Parcel #894632100011 for Ronald and Linda Clausen.

- 7a. Motion by Clausen second by Taylor to approve and authorize the Chairperson to sign a Reconstruction Agreement No. 2015-C-159 with the Iowa Department of Transportation. Carried 5-0. Copy filed.
- 7b. Motion by Smith second by Clausen to approve and authorize the Chairperson to sign an Agreement for Professional Services with Veenstra & Kimm, Inc. of Sergeant Bluff for the design and construction inspection. Carried 5-0. Copy filed.
- Motion by Smith second by Ung to lift the suspension of taxes for George Whitmore, 1319 Main St., Sioux City, parcel #894729228013. Carried 5-0. Copy filed.
- Motion by Taylor second by Ung to receive the Semi-Annual Report of funds in the Hands of the County Treasurer at Close of Business December 31, 2014. Carried 5-0. Copy filed.
- 10. Motion by Taylor second by Ung to approve a new format for the Board Agenda. Carried 5-0. Copy filed.
- Motion by Taylor second by Ung to move board meeting times to a 4:30 PM start, all time set items to start after 5:00 PM and an end time of 5:30 PM.

January 13, 2015 Cont'd.

The motion to move the meeting time carried 3-2; Clausen and Smith opposed.

Motion by Ung second by Taylor to move the meeting site for Board meetings to the basement utility room. Carried 3-2; Clausen and Smith opposed.

Motion by Ung second by Taylor to approve the procurement of recording equipment for the move to the basement. Carried 3-2; Clausen and Smith opposed.

Motion by Ung second by Taylor to authorize chairperson to proceed to set up joint meetings with the cities of Woodbury County. Carried 5-0.

- 12. Motion by Taylor second by Ung to approve the development of a procedure set up Tributes and Recognition of Service for employees and citizens of Woodbury County. Carried 5-0.
- Motion by Taylor second by Ung to request the auditor's office to work concurrently the county attorney's office to develop by-laws and procedural rules for Board meetings. Carried 5-0.
- 14. Discussion of Veteran Affairs report.
- Motion by Taylor second by Ung to remove the lock on the conference room the in the County building at 1211 Tri View. Carried 5-0.
- 16. Motion by Taylor second by Ung to postpone action on a policy regarding contractors performing work on county buildings. Carried 5-0.
- 17. Building services provided an update on damage at the Prairie Hills facility from wind.
- 18. The Chairperson asked if there were any individuals or groups wishing to make a presentation of items not on the agenda, or Supervisors concerns.

Sharon Susie, 2909 Myrtle, Sioux City, addressed the Board about the assessment of a parcel of property she owns in the City of Sioux City.

- 19a. Motion by Clausen second by Smith to receive the Conservation budgets as submitted. Carried 5-0.
- 19b. Motion by Clausen second by Ung to receive the Communication Center General Basic budget as submitted. Carried 5-0
- 19c. Motion by Smith second by Clausen to receive the Veteran Affairs Administration budget as submitted. Carried 5-0.

Motion by Smith second by Ung to receive the Veteran Affairs IDVA Grant budget as submitted. Carried 5-0.

Motion by Ung second by Clausen to receive the Veteran Affairs Assistance budget as submitted. Carried 5-0.

19d. Motion by Clausen second by Smith to receive the District Court Operations (General Supplemental) budget as submitted. Carried 5-0.

The Board adjourned the regular meeting until January 20, 2015.

## WOODBURY COUNTY HUMAN RESOURCES DEPARTMENT

## MEMORANDUM

TO:	Board of Supervisors and the Taxpayers of Woodbury County
FROM:	Ed Gilliland, Human Resources Director
	<b>Gloria Mollet, Human Resources Assistant Director</b>
	Sm
RE:	Memorandum of Personnel Transactions
DATE:	January 20, 2015

For the January 20, 2015 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) Resignation of a Sheriff Reserve Volunteer.
- 2) Transfer of a Court Security Officer to Civilian Jailer.
- 3) Transfer of a Civilian Jailer to Court Security Officer.
- 4) Appointment of a F/T Equipment Operator.
- 5) Resignation of a Civilian Jailer.
- 6) Resignation of a P/T Youth Worker.

Thank you.

## HUMAN RESOURCES DEPARTMENT

## MEMORANDUM OF PERSONNEL TRANSACTIONS

### DATE: January 20, 2015

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### \* PERSONNEL ACTION CODE:

A- Appointment T - Transfer P - Promotion D - Demotion

**R-Reclassification** E- End of Probation S - Separation O - Other

## **TO: WOODBURY COUNTY BOARD OF SUPERVISORS**

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Peterson, Bryan	County Sheriff	12-31-14	Sheriff Reserve Volunteer			S	Resignation.
Heckert, Chad	County Sheriff	1-19-15	Civilian Jailer	\$20.58/hour	0%	Т	Transfer from Court Security Officer to Civilian Jailer.
Scott, Cameron	County Sheriff	1-19-15	Court Security Officer	\$20.58/hour	0%	Т	Transfer from Civilian Jailer to Court Security Officer.
Cassens, Heath	Secondary Roads	1-21-15	Equipment Operator	\$20.71/hour		A	Job Vacancy Posted 9-23-14. Entry Level Salary: \$20.71/hour.
Suggitt, Colin	County Sheriff	1-24-15	Civilian Jailer			S	Resignation.
Verdoorn, Jacob	Juvenile Detention	1-31-15	P/T Youth Worker			S	Resignation.
					×		
			:				

### APPROVED BY BOARD DATE:

GLORIA MOLLET, ASST. HR DIRECTOR \_ GLORIA MOLLET, ASST. HR DIRECTOR \_ GLORIA MOLLET,

Personnel Memorandum

### HUMAN RESOURCES DEPARTMENT

## WOODBURY COUNTY, IOWA

DATE: January 20, 2015

### AUTHORIZATION TO INITIATE HIRING PROCESS

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA Civilian Officers Contract: \$17.14/hour		
Juvenile Detention	P/T Youth Worker	AFSCME Juvenile Detention Contract: \$17.19/hour		
	*Please See Attached Memos of Explanation.			

Chairman, Board of Supervisors

(AUTHFORM2.doc/PER210)



# Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010 E-MAIL: <u>ddrew@sioux-city.org</u> FAX: 712.279.6522

January 12th, 2015

David A. Drew-Sheriff Ed Gilliland-HR Director

Good day,

Correctional Officer Colin Suggitt has resigned his position with the Woodbury County Sheriff's Office Jail Division, effective January 24th, 2015. Major Greg Stallman is requesting HR Director Gilliland begin the Board approved application process and Sheriff Drew fill the opening with a qualified candidate.

Greg Stallman, Major

## WOODBURY COUNTY JUVENILE DETENTION CENTER

**TO: Woodbury County Board of Supervisors** 

From: Mark Olsen, Director, WCJDC 46.

Subject: P.T. Youth Worker Hire

Date: January 12, 2015

**Dear Supervisors:** 

One part-time male youth worker will be resigning effective January 31, 2015. I would like authority to re-hire the position to preserve the male/female part-time youth worker proportion and to continue the ability to maintain the current safety and security of the shifts that will be left open.

1

## WOODBURY COUNTY HUMAN RESOURCES DEPARTMENT

### MEMORANDUM

то:	Board of Supervisors
FROM:	Ed Gilliland, Human Resources Director
	Gloria Mollet, Asst. Human Resources Director
RE:	Request to Remain on County Health & Dental Insurance Plans
DATE:	January 20, 2015

Attached please find a copy of a letter from Mr. George Boykin. Mr. Boykin's elected term ended 1-1-15. He is requesting Board Approval to remain on the County's Dental & Supplemental Health Insurance Plan for himself and his wife, as an over 65 Retiree, at his own expense, after the County contribution of \$25.00.

Please contact me should you have any questions.

Attachments

DATE: January 12, 2015

TO: Woodbury County Board of Supervisors

FROM: George W. Boykin

I am requesting that I be allowed to remain on the medical plan at my own expense.

Thank you.

dental insurance.

Respectfully, Leorge Cl?

George W. Boykin

## WOODBURY COUNTY, IOWA BOARD ADMINISTRATION MEMORANDUM

21

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

DATE: January 16, 2015

RE: Lifting of Tax Suspensions

Please lift the tax suspension for L. R. as this property has been sold

Thank you.

Attachment

TAXSUSPI.ON.doc

### WOODBURY COUNTY, IOWA

### RESOLUTION # 10, 686

### RESOLUTION APPROVING PETITION FOR SUSPENSION OF TAXES THROUGH THE REDEMPTION PROCESS

WHEREAS, Leonor Rios, as joint titleholders of property located at 1905 W. Highland Ave., Sioux City, Woodbury County, Iowa, and legally described as follows:

### Parcel #894730431013

Lot Fifteen (15) Block Nine (9) Riverview Addition, City of Sioux City, Woodbury County, lowa

WHEREAS, Leonor Rios, as joint titleholders of the aforementioned property has petitioned the Board of Supervisors for a suspension of taxes pursuant to the 1999 Iowa Code Section 447.9(3) and,

WHEREAS, the Board of Supervisors recognizes from documents provided that the petitioner is unable to provide to the public revenue; and

NOW, THEREFORE, BE IT RESOLVED, that the Woodbury County Board of Supervisors hereby directs the County Auditor to redeem this property Parcel #894730431013 owned by the petitioner from the holder of a certificate of purchase of the amount necessary to redeem under section 447.1, and hereby directs the Woodbury County Treasurer to so record the approval of this tax suspension for this parcel.

SO RESOLVED this 29th day of June, 2010.

WOODBURY COUNTY BOARD OF SUPERVISORS

George W. Boykin, Charman

ATTEST:

Patrick F. Gill Woodbury County Auditor,

Please Lift Joed 12-16-14 DUL 1 DM

## WOODBURY COUNTY, IOWA BOARD ADMINISTRATION MEMORANDUM

TO: Board of Supervisors

FROM: Karen James, Administrative Coordinator

RE: Consideration of A Petition For A Tax Suspension

DATE: January 16, 2015

Please consider this request for a tax suspension for V. B. If the Board approves this request, the suspension resolution requires the chairman's signature.

## **RESOLUTION #**

## NOTICE OF PROPERTY SALE

### Parcel #651855

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

Lot Three Block One Smiths 3<sup>rd</sup> Addition, City of Smithland, Woodbury County, Iowa

(308 Main Street W)

### NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on the 3<sup>rd</sup> Day of February, 2015 at 10:15 o'clock a.m. in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.
- That said Board proposes to sell the said parcel of real estate at a public auction to be held on the 3<sup>rd</sup> Day of February, 2015, immediately following the closing of the public hearing.
- That said Board proposes to sell the said real estate to the highest bidder at or above a total minimum bid of \$759.00 plus recording fees.
- 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 20<sup>th</sup> Day of January, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill Woodbury County Auditor and Recorder Mark A. Monson, Chairman

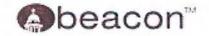
## REQUEST FOR MINIMUM BID

\_\_\_\_\_ Date: 3 11 14 Name: Holly Faber Address: 304 main St. W. Phone: 889 - 2 Address or approximate address/location of property interested in: Man St. W. 15#86442638100 \*This portion to be completed by Board Administration \* Legal Description: Block 1 Smith's 3° Addition. FSmithland, wood bury County Found Tax Sale #/Date: (012012011 # 100 \_\_\_\_\_ Parcel # 651 855 Tax Deeded to Woodbury County on: 1110115 Total #2, Current Assessed Value: Land 2,750 Building Approximate Delinquent Real Estate Taxes: \_\_\_\_\_\_\_ Approximate Delinquent Special Assessment Taxes: #61644 -\*Cost of Services: #159 Inspection to: <u>George Boylin</u> Date: <u>3111/14</u> Minimum Bid Set by Supervisor: \_\_\_\_\_\_\_ XS9 - (includes cost of Services Date and Time Set for Auction: De Horvary 3nd @ 10:15.

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

(MinBidReq/MSWord)

# Woodbury County, IA / Sioux City



Date Created: 1/14/2015

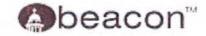


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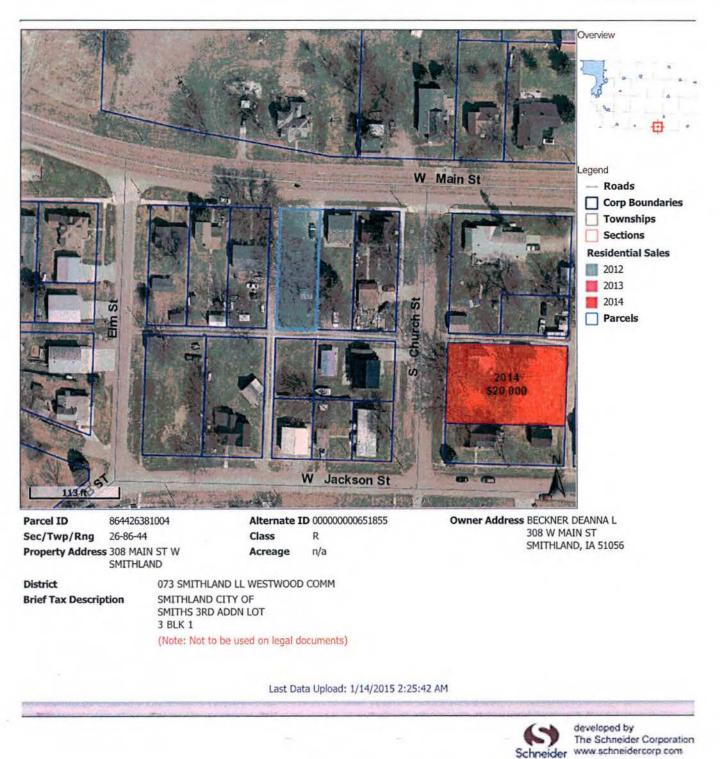


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# Woodbury County, IA / Sioux City



Date Created: 1/14/2015



## **RESOLUTION #**

## NOTICE OF PROPERTY SALE

### Parcel #079305

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

Lot Twenty-Two in Block Two, Boulevard Park Addition, City of Sioux City, Woodbury County, Iowa (1209 Hill Avenue)

### NOW THEREFORE,

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

- That a public hearing on the aforesaid proposal shall be held on the 20<sup>th</sup> Day of January, 2015 at 10:15 o'clock a.m. in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.
- That said Board proposes to sell the said parcel of real estate at a public auction to be held on the 20<sup>th</sup> Day of January, 2015, immediately following the closing of the public hearing.
- That said Board proposes to sell the said real estate to the highest bidder at or above a total minimum bid of \$332.00 plus recording fees.
- 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 6th Day of January, 2015.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill Woodbury County Auditor and Recorder George W. Boykin, Chairman

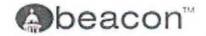
# REQUEST FOR MINIMUM BID

Name: NICK Corey	Date: <u>33-1000</u> F
Address: 4102 Morningside Ave.	
Address or approximate address/location of property interested in: 1209 Hill AVC	
1	
GIS # 894721226023	
*This portion to be completed by Board Administration *	
Legal Description:	
Lot 22 Block 2 Boulevard Park Addition	
Tax Sale #/Date: 00927 / 2012	_ Parcel # 019305
Tax Deeded to Woodbury County on:	
Current Assessed Value: Land #8,200 Building	Total _\$ 8,200
Approximate Delinquent Real Estate Taxes: #1, 333.00	
لم Approximate Delinquent Special Assessment Taxes: #18, 134.00	\$ 19, 724.00
*Cost of Services: *132	
Inspection to: George Boylan D	ate:
Minimum Bid Set by Supervisor: 200.00	
Date and Time Set for Auction: January 20t-, 201	5010.15

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

(MinBidReq/MSWord)

# Woodbury County, IA / Sioux City



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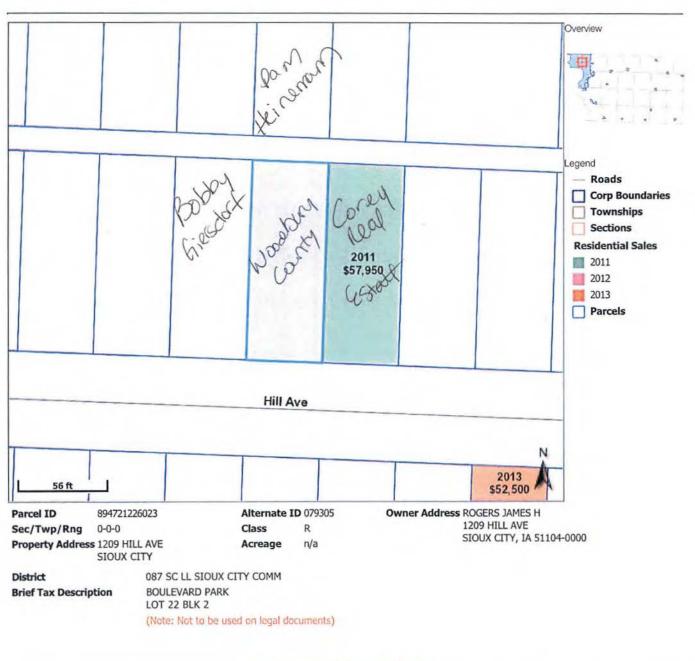


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# Woodbury County, IA / Sioux City



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WOODBURY COUNTY SIOUX CITY, IOWA 51101 Office of Commissioner of Elections

620 DOUGLAS ST., ROOM 103

Patrick F. Gill Commissioner Phone 712-279-6465 Fax 712-279-6629 Email pgill@sloux-city.org Steve Hofmeyer Deputy Commissioner Phone 712-279-6465 Fax 712-279-6629 Email shofmeyer@sioux-city.org

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

Date: January 13, 2015

Re: City of Correctionville Appointment of Council Member

Please approve the appointment of Wallace Duncan, 1016 Fir Street, Correctionville, Iowa, as Council Member for the City of Correctionville, to fill the office previously held by Nathan Heilman, until the next regular election.

### NOTICE OF APPOINTMENT TO FILL A VACANCY

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

rectionicle From: School/City/Township/ isan 5 Extension/Soil & Water Secretary/Clerk 2015 recary Date

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

For the office of Council person Name Wallace Durcar Address 1016 Fir St. orrectionerlle 51016 City/Zip

This appointment is to fill the office previously held by:

Heilman (Name of previous official) AUDITER ADERATIONS WeeFRURY COUNTY PATRICK F. OILL **JAN 12** AM 0 SH

WOODBURY COUNTY SIOUX CITY, IOWA 51101 Office of Commissioner of Elections

620 DOUGLAS ST., ROOM 103

Patrick F. Gill Commissioner Phone 712-279-6465 Fax 712-279-6629 Email pgill@sioux-city.org

Steve Hofmeyer Deputy Commissioner Phone 712-279-6465 Fax 712-279-6629 Email shofmeyer@sioux-city.org

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

Date: January 13, 2015

Re: City of Correctionville Appointment of Mayor

Please approve the appointment of Nathan Heilman, 316 Fir Street, Correctionville, Iowa, as Mayor for the City of Correctionville, to fill the office previously held by Gerald Hyler, until the next regular election.

### NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: City of Correctionirlle	School/City/Township/
Sur Fiel)	Extension/Soil & Water Secretary/Clerk
Xillion Stuch	Secretary/Clerk
Jan. 8, 2015	Date

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

Iathar Heilman For the office of Name Address 316 Fir St. orrectionirlle 51016 City/Zip (

This appointment is to fill the office previously held by:

rold J. Huler (Name of previous official)

PATRICK F. GILL W@@@@WURY C@UNTY 015 JAN 12 AM 9 54 AUSITOR RECORDER COMIN OF ELECTIONS WOODBURY COUNTY SIOUX CITY, IOWA 51101 Office of Commissioner of Elections

620 DOUGLAS ST., ROOM 103

Patrick F. Gill Commissioner Phone 712-279-6465 Fax 712-279-6629 Email pgll@sioux-city.org Steve Hofmeyer Deputy Commissioner Phone 712-279-6465 Fax 712-279-6629 Email shofmeyer@sioux-city.org

To: Board of Supervisors

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

Date: January 13, 2015

Re: Floyd Township Clerk Appointment

Please approve the appointment of Ava M. Lewon, 85 Maple Street, Bronson, Iowa, as Clerk for Floyd Township, to fill the office previously held by Ava Lewon, until the next regular election.

### NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From:	Floyd Tou	NNShip	School/City/Township/
-	/ /	FUA M. Lewon	Extension/Soil & Water Secretary/Clerk
	1-6-15		Date

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

For the off	ice of Floyd Township Clerk
Name	AVA M. LEWON
Address	85 MAPLE STREET
City/Zip	BRONSON, FOWA 51007

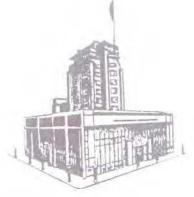
This appointment is to fill the office previously held by:

LEWON HUA M. (Name of previous official)

MUNITER RESERVED

## Office Of The AUDITOR/RECORDER Of Woodbury County

PATRICK F. GILL Auditor/Recorder



Court House – Rooms 103 620 Douglas Sioux City, Iowa 51101

Phone (712) 279-6702 Fax (712) 279-6629

### AUDITOR'S QUARTERLY REPORT

October 1, 2014 / December 31, 2015

Patrick F. Gill, Woodbury County Auditor/Recorder Payroll Taxes

Beginning Cash Balance	October 1, 2014		
Payroll Taxes		249,498.39	
Other		15.51	
Total Beginning Balance			249,513.90
Receipts:			
Payroll Taxes		2,494,882.42	
Interest		44.89	
Other			
Total Receipts			2,494,927.31
Total Resources			2,744,441.21
Disbursements:			
Payroll Taxes		2,744,375.39	
Interest Paid to Treasurer		44.12	
Other			
Total Disbursements			2,744,419.51
Ending Cash Balance	December 31,2014		
Payroll Taxes		5.42	
Other		16.28	
Total Ending Balance			21.70

I, Patrick F. Gill, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 2nd Quarter ending 12/31/14.

Patrick F. Gill, County Auditor/Recorder

#### WOODBURY COUNTY, IOWA LOAN AND SERVICING AGREEMENT

LOAN AND SERVICING AGREEMENT, executed this \_\_\_\_\_\_ day of February, 2015, by and between Woodbury County, Iowa (Woodbury County), with principal offices at 620 Douglas Street, County Courthouse, Sioux City, IA 51101, and Cyclone Operations, LLC (Borrower/Debtor), with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054.

#### WITNESSETH

WHEREAS, Woodbury County and Borrower have heretofore or will hereafter enter into certain undertakings and agreements and execute certain instruments, including security and collateral instruments, for the purpose of enabling Woodbury County to lend to Borrower the initial sum of One Hundred Thousand--and--No/100's Dollars (\$100,000.00).

WHEREAS, Woodbury County may lawfully lend said funds and Borrower may lawfully borrow same.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties expressed below, the parties hereby covenant and agree as follows:

 Scope of Undertaking. It is understood and acknowledged that Woodbury County shall lend funds to Borrower necessary to construct and equip a new 7,000 square foot eye care clinic on Lot 3 of the Pioneer Flats Subdivision in Sergeant Bluff, IA to be completed and operational by August 31, 2015.

2. Loan. To further assist in the financial undertaking described in Section 1 above, Woodbury County shall lend Borrower the sum of One Hundred Thousand--and--No/100's Dollars (\$100,000.00) subject to the terms and conditions of this Agreement and any ancillary agreements and instruments.

3. <u>Note</u>. The loan to Borrower shall be evidenced by a promissory note, in a form acceptable to Woodbury County, executed by Borrower's duly authorized official(s).

4. <u>Payment</u>. Repayment of the loan provided for in Sections 1 and 2 above shall be made under the terms and conditions contained in the promissory note for said loan.

5. Security. Borrower covenants, represents and warrants: (a) that a Mortgage shall be executed granting Woodbury County a 2<sup>nd</sup> security interest in the real property legally described as Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa; (b) that a Security Agreement shall be executed granting Woodbury County a 2<sup>nd</sup> security interest in all furniture, fixtures, and equipment now owned or hereafter acquired by the debtor, whether now existing or hereafter arising, and wherever located, together with the proper financing statements for filing in the appropriate public office or office(s); (c) that a Corporate Guarantee shall be executed by Hawkeye Clinic of Sergeant Bluff, P.C.; (d) that Personal Guarantees shall be executed by Benjamin A. Uhl and Sarah E. Murray; and (e) that Woodbury County's security interest in the real estate described above shall be subordinate only to the prior security interest of Kingsley State Bank in the amount of \$900,000.00.

6. <u>Responsibility of Woodbury County</u>. Woodbury County shall be responsible for the administration, monitoring and servicing of the loan from the inception of said loan through payment in full of all obligations to Woodbury County. All servicing actions of Woodbury County are expressly made subject to the terms of this Agreement, the Woodbury County Loan Program, and any promissory notes, security agreements and related instruments executed by and between Woodbury County, Borrower and Guarantors.

7. <u>Borrower's Fees</u>. Borrower shall be responsible for assuming all costs of closing, including attorney's fees and expenses incurred for filing or recording necessary to perfect a security interest in the assets of the Borrower. Borrower shall receive a written statement disclosing all fees and expenses associated with the loan closing.

 Method of Repayment. Borrower shall repay the Woodbury County loan by making eighty-four (84) installment payments directly to Woodbury County at the address first written above in a sum including principal and interest computed as described in the promissory note evidencing said loan.

<u>Additional Affirmative Covenants of Borrower</u>. Borrower covenants, warrants, guarantees and represents:

(a) Borrower shall fully and faithfully repay the principal and interest due on all other debt of Borrower now existing or hereafter acquired.

(b) Borrower has the full power and authority to enter into this Agreement, undertake the borrowings provided for or reflected herein, and deliver the note or notes, and to execute and deliver the instruments and documents which may be required pursuant hereto; no consent or approval of any public authority or regulatory agency is required as a condition of validity of the obligation of Borrower under this Agreement; the note or notes or the documents or instruments contemplated hereby other than those consents or approvals which have already been obtained and copies of which have been delivered or will be delivered to Woodbury County pursuant to this or any ancillary agreements.

(c) There is no provision of any existing mortgage, indenture, contract, or agreement binding upon Borrower which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Agreement.

(d) That neither Borrower nor a close relative of such entity is an officer, director or person or group of persons controlling as much as ten percent of the voting power of Woodbury County. If during the terms of this Agreement, Borrower or its affiliates acquire, directly or indirectly, in excess of ten percent ownership or interest in Woodbury County, all sums due and owing pursuant to the note given in connection with the loan referred to herein shall immediately become due and payable.

(e) That Borrower will take all reasonable actions to provide and maintain hazard insurance in such amounts and for such coverages as shall be satisfactory to Woodbury County and will further purchase Federal Flood Insurance in amounts and coverages satisfactory to Woodbury County if it becomes located within a special flood hazard area as defined by FEMA during the term of this loan and Federal Flood Insurance is available.

(f) Borrower will annually submit to Woodbury County financial statements consisting of a Balance Sheet, Profit & Loss Statement, and Reconciliation of Changes in Net Worth for Cyclone Operations, LLC. In addition, Benjamin A. Uhl and Sarah E. Murray will annually submit a personal financial statement consisting of a Balance Sheet and Profit & Loss Statement. The statements will be certified as true and correct copies by Borrower. Financial statements may be requested more frequently if deemed necessary by Woodbury County for servicing purposes.

(g) Borrower, by executing this agreement, gives written consent to Kingsley State Bank and to Borrower's accounting service to allow the release of financial statements pertaining to Borrower to Woodbury County as may be requested.

10. <u>Default and Acceleration</u>. It is understood and acknowledged that in any one of the following events, all outstanding unpaid balances due and owing to Woodbury County shall immediately become due and payable without further notice to Borrower:

(a) Borrower shall file a petition in the U.S. Bankruptcy Court or an involuntary petition shall be so filed against Borrower.

(b) Breach of any of the covenants, promises or conditions of any note, security agreement or other agreement with the holder.

(c) A default by Borrower in the payment of the debt to Kingsley State Bank.

(d) Woodbury County, in good faith, deems itself insecure.

11. <u>Conflicting Provisions</u>. In the event of any conflict between any provision of this Agreement and any other document, instrument or agreement executed by and between Woodbury County and Borrower in connection with the financing described in Sections 1 and 2 above, the terms of such other document, instrument or agreement shall control.

### **NOTICE:** ORAL OR IMPLIED CHANGES TO THIS OR ANY OTHER CREDIT AGREEMENT(S) WITH THIS LENDER ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

**IMPORTANT:** READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE ALSO APPLIES TO ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN YOU AND THIS LENDER.

IN WITNESS WHEREOF, the parties have executed this Loan and Servicing Agreement by their duly authorized representatives as of the date above first written.

Woodbury County, Iowa

By:

Mark Monson, Chairman

Cyclone Operations, LLC (Borrower/Debtor)

By:

Benjamin A. Uhl, Managing Member

By:

Sarah E. Murray, Managing Member

### 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").

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

a. <u>Land and Buildings</u>. 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.

b. <u>Personal Property</u>. 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. <u>Revenues and Income</u>. 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.

 <u>Obligations</u>. 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 February \_\_\_\_\_, 2015 in the principal amount of \$100,000.00 with a due date of February 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. <u>Representations and Warranties of Mortgagor</u>. 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. <u>Payment and Performance of the Obligations</u>. 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. <u>Taxes</u>. 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.

<u>Compliance with Laws</u>. 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. <u>Permitted Contests</u>. 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. <u>Care of Property</u>. 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. <u>Risks to be Insured</u>. 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. <u>Policy Provisions</u>. 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. <u>Delivery of Policy or Certificate</u>. 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. <u>Assignment of Policy</u>. 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 (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Mortgagor.

f. <u>Application of Insurance Proceeds</u>. 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. <u>Reimbursement of Mortgagee's Expenses</u>. 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. <u>Inspection</u>. 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.

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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 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. <u>Condemnation</u>. 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 Mortgagee.

14. <u>Fixture Filing</u>. 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. <u>Events of Default</u>. 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. <u>Acceleration</u>; 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. <u>Redemption</u>. 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 statues 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.

 <u>Attorneys' Fees</u>. 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. <u>Notices</u>. 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:

Benjamin A. Uhl	
4601 Grayhawk Ridge Drive	
Sioux City, IA 51106	

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. <u>Severability</u>. 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. <u>Further Assurances</u>. 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. <u>Successors and Assigns bound; Number; Gender; Agents; Captions</u>. 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. <u>Release of Rights of Dower, Homestead and Distributive Share</u>. 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. <u>Acknowledgment of Receipt of Copies of Debt Instrument</u>. Mortgagor hereby acknowledges the receipt of a copy of this Mortgage together with a copy of each promissory note secured hereby.

Dated this \_\_\_\_ day of February, 2015.

Cyclone Operations, LLC

By:

Benjamin A. Uhl, Managing Member

By:

Sarah E. Murray, Managing Member

State of Iowa, County of Woodbury, SS:

On this \_\_\_\_\_ day of February, 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 Managing Members of said limited liability company; that said instrument was signed on behalf of said limited liability company by authority of its Members; and they acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.

SEAL

Notary Public in and for said State

#### CAVEAT: DO NOT USE THIS FORM IF THIS TRANSACTION IS A CONSUMER CREDIT TRANSACTION

#### SECURITY AGREEMENT - GENERAL FORM

1. GRANT OF SECURITY INTEREST. For value received, as security for the Obligations (as defined below) the undersigned ("Debtor") hereby grants to <u>Woodbury County, Iowa</u>

("Secured Party") a security interest in the property described in the paragraphs checked below:

[ ] All of Debtor's inventory now owned or hereafter acquired;

[ ] All of Debtor's accounts, now existing or hereafter arising, together with all interest of Debtor in any goods, the sale or lease of which give rise to any of Debtor's accounts, and all chattel paper, documents and instruments relating to accounts;

[ ] All of Debtor's general intangibles, now owned or hereafter acquired;

[x ] All of Debtor's equipment now owned or hereafter acquired;

- [ ] All of Debtor's farm products now owned or hereafter acquired;
- [x ] All of Debtor's fixtures on the real estate described in Paragraph 3 below; [x ] Property described as

furniture

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

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

 OBLIGATIONS. The aforesaid security interests secure payment and performance of the following obligations (the "Obligations"): a promissory note dated February \_\_\_\_\_ 2015 in the principal sum of \$100,000.00 executed by Debtor in favor of Secured Party, and any additions, renewals, extension or advances therefrom

together with all other obligations of Debtor to Secured Party now existing or hereafter arising, whether direct or indirect, contingent or absolute and whether as maker or surety and including, but not limited to, future advances and amounts advanced and expenses and attorneys' fees incurred pursuant to this Security Agreement.

 REAL ESTATE. Any Collateral attached to, or grown upon, land (such as fixtures, crops, timber or minerals) will be grown upon or attached to the following described real estate:

Lot Three (3), Pioneer Flats Addition to Sergeant Bluff, Woodbury County, Iowa

and the name of the record owner of such real estate (if other

than Debtor) is:

DATED: February \_\_\_\_, 2015

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

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

6. COLLATERAL. Debtor represents, warrants and agrees:

a. All Collateral is bona fide and genuine and Debtor is authorized to grant a security interest in the Collateral, free and clear of all liens and encumbrances, except the security interest created hereby and except the security interest of Kingsley State Bank in the amount of \$900,000.00

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

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

Cyclone Operations, LLC		
By: Benjamin A. Uhl, Managing Member	(Det	stor)
By: Sarah E. Murray, Managing Member	(Det	otor)
105 Gaul Drive		
Number and Street		
Sergeant Bluff		
City		
Woodbury	IA	51054
County		State

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

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

Sioux City City

Woodbury County 51101 State

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IA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. To settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;
 e. To sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof or the relative goods, as

fully and effectually as if Secured Party were the absolute owner thereof; and f. To extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

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

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

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

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

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

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

#### 8. GENERAL

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

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

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

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

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

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

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

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

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

Captions are inserted for convenience only and shall not be taken as altering the text.
 bebtor authorizes the Secured Party to file financing statements without a signature.

Debtor represents that it will not at any time change its name, location or organizational structure without notice

to and consent from the Secured Party.

#### 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 day of February, 2015.

Hawkeye Clinic of Sergeant Bluff, P.C.

By:

Steven J. Ferguson, O.D., President

By:\_

Benjamin A. Uhl, O.D., Secretary

State of Iowa, County of Woodbury, SS:

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

SEAL

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 day of February, 2015.

Benjamin A. Uhl, Individually

State of Iowa, County of Woodbury, SS:

On this <u>day</u> of February, 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

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 day of February, 2015.

Sarah E. Murray, Individually

State of Iowa, County of Woodbury, SS:

eren .

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

SEAL

Notary Public in and for said State

#### WOODBURY COUNTY, IOWA PROMISSORY NOTE

Amount: \$100,000.00 Maturity Date: February 15, 2022 Date: February , 2015

For value received, the undersigned, Cyclone Operations, LLC, with principal offices at 105 Gaul Drive, Sergeant Bluff, IA 51054, promises to pay to the order of Woodbury County, Iowa, c/o David Gleiser, with principal offices at 620 Douglas Street, County Courthouse, Sioux City, IA 51101, or at the holder's option, at such other place as may be designated from time to time by the holder, the sum of One Hundred Thousand--and--No/100's Dollars (\$100,000.00) with interest thereon from the date first written above at the rate of two percent (2%) per year until paid in full, the first payment of \$\_\_\_\_\_\_ to be made on March 15, 2015, to be followed by principal and interest in the sum of \$1,276.74 on the 15<sup>th</sup> of each month thereafter for 82 months and a final payment of \$1,276.74 to be made on February 15, 2022.

Payment shall be applied first to interest; any balance thereof to be applied on principal. Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date without penalty.

Principal and interest not paid when due shall draw interest at the rate of fifteen percent (15%) per annum.

If default is made in the payment of this Note, or if Debtor fails to perform any covenant, promise or condition of any other Note, obligation or agreement with the holder, or if holder believes itself insecure, the entire principal and accrued interest shall at once become due and payable without notice at the option of the holder of this Note, and thereupon the undersigned agrees to pay all costs of collection, including attorney fees. Failure to exercise these options shall not constitute a waiver of the right to declare the entire principal amount of this Note and interest thereon due and payable at once at any subsequent time.

This Note is secured by all existing and future security interests contained in Security Agreements between the maker(s) and holder, or holder and any endorser, surety or guarantor of this Note, including, but not limited to, that certain Security Agreement dated February \_\_\_\_\_, 2015, between the maker(s) and holder and payment may be accelerated according to any of them.

Without affecting the liability of any maker, endorser, surety or guarantor, the holder may, without notice, renew or extend the time for payment, accept partial payments, release or impair any collateral which is secured for the payment of this Note or agree not to sue any party liable. Any maker, endorser, surety or guarantor further agrees that the holder is not required to first resort for payment to any collateral.

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

The undersigned acknowledges receipt of a copy of this document.

Cyclone Operations, LLC

By:

Benjamin A. Uhl, Managing Member

By:

Sarah E. Murray, Managing Member



We've all had them, but many ideas never leave the idea phase. The innovation market strives to bridge that gap from inception to reality! Put on by Sioux City Growth Organization, the Innovation Market is Sioux City's one and only business idea competition. Individuals submit their ideas online to take part in one of the biggest think tanks in the area.

# THE MARKET HAS 3 MAIN GOALS:

First, this event will cultivate positive action in the community by connecting positive people as well as introducing like-minded leaders who are excited about growth and change for Sioux City.

Secondly, this project grew out of a "fill empty spaces" idea. SCGO saw a need to showcase vacant spaces and that is exactly what the Innovation Market accomplishes.

Finally, it's about ideas. Taking ideas, however big or small and growing those ideas into action.





# SUBMIT YOUR IDEAS

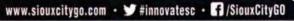
Go online to take part in one of the biggest think tanks in the area. In addition to feedback, the top five ideas (chosen by anonymous voting of attendees) present to members of SCGO with the top idea taking home \$5,000 and second place taking home \$2,500. Along with the money the winners also will receive opportunities from the city and community to help get them started. Below you find examples of questions asked during submission process.

- Idea/Business Name
- One sentence statement of the business
- Full Description Business summary
- · What need are you filling with your service/product?
- · Who are your customers and how will you reach them?
- · What will you do with the winnings?

# PRIZES

First Place \$5.000 Cash 6 months office space Siouxland Chamber Roundtable Tax & Incorporation advice Tax & Incorporation advice

Second Place \$2,500 Cash 6 months office space Siouxland Chamber Roundtable





# Innovation Market Sponsorship Opportunities

Great Ideas...We've all had them, but many ideas never leave the idea phase. The Innovation Market strives to bridge that gap from inception to reality! The Market has 3 main goals.

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In appreciation for your sponsorship, the following benefits will be provided.

#### 1st Place Seed Money - \$5000

- Name remains anymous
- · Private 1st place big idea pitch to sponsor
- Provide local jobs in community
- · Help give back to community

#### 2nd Place Seed Money - \$2500

- · Provide startup money for 2nd place winner
- · Verbal recognition throughout the Innovation Market
- · Logo on event signage
- · Name listed on five social media posts and logo on website
- Introduce last year's 1st place winner and local speaker

#### Location Sponsor - Provide space for event

- · Verbal recognition throughout event
- · Logo on event signage
- · Lease information provided at event
- · Lease information on website

## Tax Professional Sponsor - \$500

- · Provide tax return advice for 1st and 2nd place winner
- · Obtain two new clients
- · Verbal recognition throughout the Innovation Market
- · Logo on event signage.
- · Name listed on five social media posts and logo on website

#### Legal Professional Sponsor - \$500

- · Provide incorporation advice for 1st and 2nd place winner
  - · Obtain two new clients
- · Verbal recognition throughout the Innovation Market
- Logo on event signage
- · Name listed on five social media posts and logo on website

#### Gold Sponsor - \$750

- · Verbal recognition throughout the Innovation Market
- · Logo on event signage
- · Name listed on 5 social media posts and logo on website

#### Silver Sponsor - \$500

- · Verbal recognition throughout the Innovation Market
- Logo on event signage

#### Bronze Sponsor - \$250

· Logo on event signage



TUESDAY, FEBRUARY 24, 2015 www.siouxcitygo.com

# Innovation Market Sponsorship Opportunities Professional Sponsor

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# **Tax Professional Sponsor - \$500**

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- · Obtain two new clients
- · Verbal recognition throughout the Innovation Market
- · Logo on event signage.
- · Name listed on five social media posts and logo on website

# Legal Professional Sponsor - \$500

- · Provide incorporation advice for 1st and 2nd place winner
- · Obtain two new clients
- · Verbal recognition throughout the Innovation Market
- · Logo on event signage
- · Name listed on five social media posts and logo on website



# Innovation Market Sponsorship Opportunities Community Investor

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Secondly, this project grew out of a "Fill Empty Spaces" idea. SCGO saw a need to showcase vacant spaces and that is exactly what the Innovation Market accomplishes.

Finally, it's about ideas. Taking ideas, however big or small and growing those ideas into action.

In appreciation for your sponsorship, the following benefits will be provided.

# **Gold Sponsor - \$750**

- · Verbal recognition throughout the Innovation Market
- Logo on event signage
- Name listed on 5 social media posts and logo on website

# Silver Sponsor - \$500

- · Verbal recognition throughout the Innovation Market
- Logo on event signage

# **Bronze Sponsor - \$250**

· Logo on event signage



# Innovation Market Sponsorship Opportunities 1st Place Seed Money

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Finally, it's about ideas. Taking ideas, however big or small and growing those ideas into action.

In appreciation for your sponsorship, the following benefits will be provided.

# 1st Place Seed Money - \$5000

- · Name remains anymous
- · Private 1st place big idea pitch to sponsor
- · Provide local jobs in community
- · Help give back to community



# Innovation Market Sponsorship Opportunities 2nd Place Seed Money

Great Ideas...We've all had them, but many ideas never leave the idea phase. The Innovation Market strives to bridge that gap from inception to reality! The Market has 3 main goals.

First, this event will cultivate positive action in the community by connecting positive people as well as introducing like-minded leaders who are excited about growth and change for Sioux City.

Secondly, this project grew out of a "Fill Empty Spaces" idea. SCGO saw a need to showcase vacant spaces and that is exactly what the Innovation Market accomplishes.

Finally, it's about ideas. Taking ideas, however big or small and growing those ideas into action.

In appreciation for your sponsorship, the following benefits will be provided.

# 2nd Place Seed Money - \$2500

- Provide startup money for 2nd place winner
- · Verbal recognition throughout the Innovation Market
- Logo on event signage
- · Name listed on five social media posts and logo on website
- · Introduce last year's 1st place winner and local speaker



# Innovation Market Sponsorship Opportunities Location Sponsor

Great Ideas...We've all had them, but many ideas never leave the idea phase. The Innovation Market strives to bridge that gap from inception to reality! The Market has 3 main goals.

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Secondly, this project grew out of a "Fill Empty Spaces" idea. SCGO saw a need to showcase vacant spaces and that is exactly what the Innovation Market accomplishes.

Finally, it's about ideas. Taking ideas, however big or small and growing those ideas into action.

In appreciation for your sponsorship, the following benefits will be provided.

# **Location Sponsor - Provide space for event**

- · Verbal recognition throughout event
- Logo on event signage
- · Lease information provided at event
- · Lease information on website



## Entrepalooza 2015

Wednesday, February 18 Speed Networking

5:30 pm @ Springboard Coworking 700 4th Street #210, Speed dating isn't just for relationships... it's for networking! Maximize your opportunity to meet business leaders and students in the Siouxland area at our Speed Networking event hosted by Morningside College's Entrepreneurship Group. Contact: Ryan Martinez rtm001@morningside.edu E Club president.

Thursday, February 19 Consulting Fair

6:30-8 pm @ Western Iowa Tech Community College Advanced Sciences Building L416-417 Get free advice for your startup or small business from business experts Contact: Todd Rausch, SBDC Regional Director
712-274-6454 or todd.rausch@witcc.edu Also Tom Eakin at SCORE - 712 277-2324

Friday, February 20 5<sup>th</sup> Grade Jump Start Market @ College Center in South Sioux City Northeast Community College Enactus group 9:30-10:30 am S Sioux City Chamber of Commerce Coffee Hour Contact: Pam Miller, College Center Dean – advisor for Enactus team 402-241-6400 or pmiller@collegcenter.org

Monday, February 23 All activities @ Briar Cliff University, 4–5 pm Innovation Grow Market – Beyond the Bell/BCU Enactus Heelan Hall Atrium at Briar Cliff University Contact: Marilyn Eastman, BCU Enactus Advisor 712 279-1799 or Marilyn.eastman@briarcliff.edu

4:30-6:30 pm Siouxland Chamber of Commerce Business after Hours – BCU Heelan Hall Atrium at Briar Cliff University Contact: Judy Thompson 712 279-5549 or Judy.thompson@briarcliff.edu

6:30-7:30 pm Entrepalooza speaker Brad Feld, Startup Communities Guru St. Francis Center in Stark Student Center at Briar Cliff University Contact: Judy Thompson 712 279-5549 or Judy.thompson@briarcliff.edu

Tuesday, February 24 – both events at the Ho-Chunk Centre 600 4<sup>th</sup> St. 4-5 pm Innovation Grow – BCU Enactus/Sioux City GO Contact: Marilyn Eastman, Enactus Advisor 712 279-1799 or <u>Marilyn.eastman@briarcliff.edu</u>

> 5-9 pm Innovation Market – Sioux City GO Get great feedback on your business idea and possible funding Contact: Mike Fossum <u>mikef@absolutescreenart.com</u>

Wednesday, February 25 @ College Center, S Sioux City, Nebraska

6:30 pm - 8:30 pm Small Business Seminars and Social Celebrating Cultural Diversity at the College Center. Two simultaneous seminars - one for Hispanic business owners (taught in Spanish) on how to use technology to grow their businesses and one for non-Hispanic business owners on how to gain Hispanic customers. Northeast Enactus Team.

Contact: Pam Miller, College Center Dean and advisor for Enactus team 402-241-6400 or pmiller@collegcenter.org

Thursday, February 26 @ Briar Cliff University, St. Francis Center, Stark Student Center 6:30 pm Swimming with the Sharks Pitch your business idea for possible funding Contact: Judy Thompson 712 279-5549 or Judy.thompson@briarcliff.edu

Info about Entrepalooza - contact Judy Thompson judy.thompson@briarcliff.edu or 712 279-5549

## 2015 Swimming with the Sharks Fact Sheet

On Thursday, February 26, entrepreneurs and entrepreneurs-to-be will have the opportunity to receive mini-grants to help start or grow their business. Here are the important facts:

- 1. The business must be located in Siouxland.
- 2. The business must be for-profit.
- You must be able to present your business idea starting at 6:30 pm on Thursday, February 26 at Briar Cliff University in Sioux City, Iowa.
- 4. The applicant must agree to report the results of using the grant monies in September 2015.
- 5. A complete application must be submitted by Sunday, February 8. If you are one of the seven selected to compete, you will be notified by Friday, February 13. Two alternates may also be notified on that day.
- The completed applications will be received via email only. Please follow the instructions on the application. Email completed applications to <u>SharkSwim@briarcliff.edu</u>.
- Suggested process although you can enter the competition just by submitting your application via email, we suggest the following:
  - Submit your application to <u>SharkSwim@briarcliff.edu</u>by midnight on Sunday, February 8. You will hear back during the day on Friday, February 13 if you are a finalist for the Swimming with the Sharks competition.
  - 2. On Thursday, February,19, the Small Business Development Center (SBDC) and SCORE will hold a Consulting Fair where you can consult with experts to help refine your ideas, business planning, etc. It will start at 6:30 pm at Western Iowa Tech Community College Advanced Sciences Building rooms L416-417. You will receive bonus points in the Swimming with the Sharks judging if you attend this Consulting Fair.
  - You can also participate in Sioux City Growth Organization's (SCGO) Innovation Market on Tuesday, February 24. Here you have the opportunity to receive feedback on your business idea and possibly win \$5,000. You must preregister to attend and to submit your ideas. The website for that is <a href="http://siouxcitygo.com">http://siouxcitygo.com</a>.
  - 4. If selected as one of the seven Sharks finalists, you will present your idea on Thursday, February 26 at the Swimming with the Sharks competition at 6:30 pm in the Stark Student Center at Briar Cliff University (3303 Rebecca St., Sioux City, Iowa 51104). You have 5 minutes to pitch your idea and the judges have 5 minutes to ask you questions. You will know that night if you won a mini-grant. You can apply for up to \$4,000..

**Judging.** The grant money for this competition has been provided by various economic development organizations in Siouxland. The judges will come from these organizations.

You will **not** have access to a computer, but an easel will be provided for you to display a poster. You can also bring samples, photos, flyers, etc. which can be handed to the judges.

You will be judged on the following:

- 1. The quality of your business idea what is the long-term viability of your business in Siouxland?
- 2. How you will use the money. What are you going to buy? How will help the success of your business?
- 3. What is the timeline for your business? When do you plan to start it up? Or when do expect to see growth in your business?

For more information contact Judy Thompson at judy.thompson@briarcliff.edu and bookmark our Facebook page Swimming with the Sharks (Siouxland).

# university\_

To the Woodbury County Board of Supervisors and Woodbury County Economic Development Director:

Larry Clausen Mark Monson Jaclyn Smith Jeremy Taylor Matthew Ung David Gleiser

Request for Economic Development funding from Woodbury County Economic Development for the 2015 Swimming with the Sharks competition

On behalf of the Briar Cliff University business department and its Enactus organization, I am requesting a \$1,000 economic development grant for the February 26, 2015 Swimming with the Sharks program. Swimming with the Sharks is a competition where Siouxland entrepreneurs can pitch their businesses to a panel of judges for possible grant funding. Most of the judges come from the Economic Development entities that provide the grant money.

The objectives of the competition is to:

- Promote economic development in Siouxland
- Encourage young people to stay in Siouxland (area colleges are invited to send
- students to pitch)

t ...

- Encourage Siouxland entrepreneurs to grow in Siouxland

Woodbury County has supported this program in the past few years with a funding of \$1,000. Last year, David Gleiser served as one of the judges.

Last year, the program funded eight businesses and half of these businesses were owned by college students (Ryan Marinez, Blake Anderson, Jill Guericke, and Anthony Rossi). Also, four of the eight were based in Sioux City. I am attaching the follow-up reports from the eight 2014 winners. The Sioux City businesses have been highlighted.

Last year, approximately 150 watched the pitches and the competition garnered publicity from both traditional media and websites. I have attached a sampling of the publicity.

Please let me know if you have questions. I may be reached at 712 279-5549 or judy.thompson@briarcliff.edu.

Judy Thompson Professor of Business Administration Briar Cliff University

3303 Rebecca Street Sioux City, Iowa 51104-2324, 712-279-5200 www.briarcliff.edu

# Follow-up Reports from 2014 Swimming with the Sharks Recipients

Name	How did they use the money?	How has the grant money helped your business?	Current state of your business?
Ryan Martinez <i>Clockwork</i> <i>app</i> Sioux City business	(\$200) Attended StartUp weekend in Lake Tahoe, California which was helped him receive ideas on how to start and expand his business.	The grant money allowed Ryan to develop and test his idea to bring it to the next level.	Citified developed into a new product Clockwork. Clockwork is currently in development. For more about Clockwork, visit <u>http://signup.clockworkapp.co/</u>
Michael Billings Pure Retirement Sioux City business	(\$200) Still in development of an idea, plan to be put to use in 2Q of 2015.	N/A	His business is operating and idea to use money on is in developmental stages.
Blake Anderson <i>Pushlee app</i> Sioux City business	(\$800) Used funds to help pay for travel costs and material costs to an industry specific trade show. <u>http://pushlee.com/</u>	Allowed them to secure a lot of initial traction/interest from customers	They area filed C Corporation raising \$565K from private investors and have secured \$62,500 of that from a local private investor. They have 100+ stations signed up and have drastically improved their product.
Donna Samuelson Perry Creek Aronia Farm Rural Plymouth County business	(\$1,000) With the rain and wet spring they did not need to spend money on an expensive irrigation system, but may possibly use it there in the future and also bought 2,000 Aronia plants.	Has helped with the opportunity for them to focus on their business and set their short and long term goals.	Business is running well with their plants all taking root this past year in the ideal weather conditions.
Jean Gill Four Paws Fitness and Rehab South Sioux City business	(\$1,500) \$800 went towards a safety barrier in the front room to insure no dogs can run into front room where customers are. \$200 went towards more therapy equipment for the dogs. And the remaining \$500 will go towards the purchase of a canine land treadmill.	Helped to bring safety to clients and herself. Has helped customers feel safer being their dogs their and giving other friends recommendations. Purchases of equipment have also allowed a better experience with the dogs making it a pleasant experience for them as well.	Have been open for 1.5 years, but get a good mix of people from vet referrals and friend referral. Slow days still come, but she is able to do continuing ed and marketing tasks during these times.

Jill Guericke <i>Skillander</i> South Dakota business	(\$200) Used the money to pay for expenses at the South Dakota Giant Vision Competition. She made the top 12 here and was put in touch with other entrepreneurs and manufacturers.	Allowed for her to meet a metal manufacturer who would make a working prototype and turn her idea into a developmental stage. She now has an actual prototype made rather than just a homemade one.	Her business is in the developmental stage as she is still fine tuning her prototype.
Anthony Rossi Double D's Driving Service Sioux City business	(\$500) Used the money to pay for half of his 2 <sup>nd</sup> folding moped.	Allowed for him to have 2 drivers instead of only one which allowed for more customers and more profitability. Also helped with some efficiency issues.	Currently still in business, but are going through a company "revamp" to improve the experience, efficiency, awareness, and time with customers. Also looking into zoning areas.
Vanessa Wodtke Bloom Wild Rural Plymouth County business	(\$2000) \$400 went to starting an online store. Ibloomwild.com \$1,000 went to purchasing raw materials such as essential oils, carrier, and precious oils in large quantity. The remaining \$600 was spent on labels and containers for the products.	Allowed for her to take an online Quickbooks class with rising profit margin. It gave her a much needed boost from a panel of people who supported her idea and it fanned the flames of creativity tremendously for her.	She has added 2 more locations to the list of companies where she carries her products. She is also preparing to open up a small shop where she will carry her products, herbs, essential oils, and other raw materials so others can experiment like she has.



# Woodbury County Secondary Roads Department

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

COUNTY ENGINEER Mark J. Nahra, P.E. mnahra@sioux-city.org ASSISTANT TO THE COUNTY ENGINEER Benjamin T. Kusler, E.I.T. bkusler@sioux-city.org SECRETARY Tish Brice tbrice@sioux-city.org

Date: January 15, 2015

TO: Board of Supervisors

FROM: Mark Nahra, County Engineer

RE: Tuesday, January 20, 2015 Meeting

I am requesting the following agenda items for the Board's consideration.

 Consider approval of completion certificate for Project no. CF Industries – County Road Grading, grading and drainage structures for CF-Industries Entrance Road Section 19-87-47.

## CERTIFICATION AS TO COMPLETION OF WORK AND FINAL ACCEPTANCE BY THE BOARD OF SUPERVISORS WOODBURY COUNTY, IOWA

PROJECT NO. CF Industries - Country Road Grading

This is certify that work covered by contract entered into with

Lieber Construction Inc.

of Lawton, Iowa under the date of May 27, 2014

Grading and drainage CF Industries Entrance Road, Section 19-87-47

Contract Amount: \$525,413.80

in Woodbury County was completed in accordance with the plans and specifications

therefore, and in a satisfactory manner on November 20, 2014

_	January 20, 2015	By Mark J. Maker
	Date	County Engineer

Approved: Board of Supervisors Woodbury County, Iowa

January 20, 2015 By Date

Chairperson

#### SIOUXLAND REGIONAL HOUSING AUTHORITY 520 NEBRASKA STREET, SUITE 314 SIOUX CITY IA 51101-1315

JAN 8 2015 PM1:55

PHONE: (712)252-4520 TOLL FREE (712 AREA CODE ONLY) (877)526-0750 FAX: (712)252-4542 EMAIL: <u>srha@siouxlandregionalhousing.org</u>

January 7, 2015

KAREN JAMES WOODBURY COUNTY COURTHOUSE 620 DOUGLAS STREET, ROOM 104 SIOUX CITY IA 51101

Dear Ms. James:

Your term as Commissioner to the Siouxland Regional Housing Authority is expiring. Of course, as our Chairperson, we would like to see you reappointed as the Commissioner for Woodbury County.

Appointment/reappointment of Commissioners requires the Supervisors' adoption of the two resolutions which are enclosed. They are the Resolution Appointing Housing Authority Commissioner and Resolution Confirming Appointment of Housing Authority Commissioner. Also enclosed are the Oath of Commissioner of Siouxland Regional Housing Authority, Code of Professional Ethics of the Commissioner, and a Job Description for the Commissioner appointed.

Please have the Supervisors act upon this as soon as possible and have the Chairperson sign both forms. Please return the originals as well as the Oath of Commissioner and Code of Ethics in the enclosed envelope. Thank you for your cooperation.

Sincerely,

Schmitt Schmidt

Elfen J. Schi Director

RESOLUTION NO.

## RESOLUTION APPOINTING HOUSING AUTHORITY COMMISSIONER

WHEREAS, the City/County of \_\_\_\_\_\_, lowa has previously entered into Articles of Agreement with the Siouxland Regional Housing Authority, and

WHEREAS, these Articles provide that the City/County of \_\_\_\_\_\_, lowa shall be represented upon the governing commission of the Siouxland Regional Housing Authority, and further said Articles provide said City/County to appoint one Authority Commissioner to said governing commission.

NOW, THEREFORE, BE IT RESOLVED by the City Council/Board of Supervisors of

\_\_\_\_\_\_ lowa, that \_\_\_\_\_\_\_ of the City of \_\_\_\_\_\_

lowa be and hereby is appointed as Housing Authority Commissioner to represent the interests of the City/County of \_\_\_\_\_\_, Iowa upon the Siouxland Regional Housing Authority Commission. Said appointment shall be for the term and under the conditions as provided in the Articles of Agreement previously signed between the City/County of \_\_\_\_\_\_, Iowa and Siouxland Regional Housing Authority.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

By

(Mayor/Chairman of the Board of Supervisors)

ATTEST:

(Clerk/Auditor)

#### CLERK'S/AUDITOR'S CERTIFICATION

STATE OF IOWA

) ss. COUNTY)

)

I, \_\_\_\_\_, City Clerk/County Auditor of \_\_\_\_\_

lowa, hereby certify that the foregoing is a true and accurate copy of the resolution appointing a Housing Authority Commissioner to the Siouxland Regional Housing Authority, as the same remains as a record of my office, the same Resolution being adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Clerk/Auditor

RESOLUTION NO.

# **RESOLUTION CONFIRMING THE APPOINTMENT OF**

## HOUSING AUTHORITY COMMISSIONER

appointing	, of the City/County of	, Iowa, as
Commissioner to the governing b	oody of the Siouxland Regional Housing Au	thority.
NOW THEREFORE BE IT R	RESOLVED by the City/County of	, lowa, th
appointment of	, of the City/County of	, lowa as
Authority Commissioner to the g	overning body of the Siouxland Regional H	lousing Authority is hereby
approved, confirmed, and ratified	d for the number of years designated in th	e Articles of Agreement
previously entered into by and be	etween the City/County of	, Iowa, and
Siouxland Regional Housing Auth	ority.	
Passed and adopted the da	ay of, 20	
	Ву	
	(Mayor/Chairman of	the Board of Supervisors)
	(iviayor/chairman or	the bound of supervisors)
ATTEST: (Clerk/Auditor)		
(Clerk/Auditor) STATE OF IOWA )	CLERK'S/AUDITOR'S CERTIFICATION	
(Clerk/Auditor)		
(Clerk/Auditor) STATE OF IOWA ) ) ss. COUNTY)	CLERK'S/AUDITOR'S CERTIFICATION	
(Clerk/Auditor) STATE OF IOWA ) ) ss. COUNTY)		
(Clerk/Auditor) STATE OF IOWA ) ) ss. COUNTY)	CLERK'S/AUDITOR'S CERTIFICATION	unty of

adopted this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

(Clerk/Auditor)

#### OATH OF COMMISSIONER

# OF THE

## SIOUXLAND REGIONAL HOUSING AUTHORITY

I do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will faithfully discharge the duties of the Office of Commissioner of the Siouxland Regional Housing Authority according to the best of my ability.

(Comm	issioner) and
(Signature)	
(Alternate, i	f any) representing the City/County of
, Iowa.	
I,, Notary Pu	ublic in and for the state of Iowa, hereby certify the
Commissioner, to me	personally known and by me known to me
personally known to be one of the Commissioners of	the Siouxland Regional Housing Authority,
appeared before me on the day of	
Comm #	
Expires	
	Notary Public for and in the State of Iowa
Typed Names, addresses, and telephone numbers:	
Commissioner:	Alternate (if any):
Home phone:	Home phone:
Work phone:	Work phone:

#### CODE OF PROFESSIONAL ETHICS OF THE PUBLIC HOUSING COMMISSIONER

#### PREAMBLE

The objective of this Code of Ethics is to encourage professional performance by Housing Commissioners. The Code describes objectives which when accepted and followed will help provide a beneficial relationship between the Commissioners, staff, and those they serve.

#### CODE

A Public Housing Commissioner shall be bound by the following pledge:

1) I pledge myself to the professionalization of Housing Commissioners through my own efforts, through the mutual efforts of my colleagues, and by all other proper means.

2) I pledge to view my services on the Housing Authority Commission as an opportunity to serve my community, my state, and my nation because I support the objectives of providing a decent, safe, and sanitary home and a suitable living environment for every American family.

3) I pledge that I recognize my responsibilities are to serve in this capacity as a government official, a community leader, and an advocate for the Authority, its programs and objectives.

4) I pledge myself to seek and maintain an equitable, honorable, and cooperative association with fellow Public Housing Officials and all others who are concerned with the proper and professional management of Public Housing Developments.

5) I pledge to try to make decisions in terms of the most economical and efficient method toward the best interests of all citizens, particularly those of low and moderate income. Decisions will provide an equal opportunity to all citizens regardless of race, creed, sex, or age.

6) I will recognize that my responsibility is not to make the day-to-day management decisions of the Authority, but to see that it is well run by carrying out policy making, planning and appraisal functions and by providing direction and taking formal action in support of these functions.

7) I pledge to refuse to represent special interests or partisan politics or to use this Commission for personal gain or the gain of my friends or supporters. I recognize that although I have been appointed by the City or County Commission, my responsibility is to the entire community.

8) I pledge I shall not receive, directly or indirectly, any fee, rebate, commission, discount, gratuity, or any other benefit whether monetary or otherwise for the proper discharge of my duties, except authorized, established expenses and benefits.

9) I will arrive at conclusions only after I have discussed matters fully with members of the Authority staff and Commission members. Once a decision has been reached by the majority of the Commission assembled, I will support it graciously.

10) I will recognize that authority vests with the whole Commission assembled in meetings and that the powers of the Authority shall be vested with the Commissioners thereof in office at any time.

11) I pledge to support and protect Authority personnel in performance of their duties. Where and when Commissioners are involved in employment of staff, I will vote to hire only competent and trained personnel who have been recommended by the Executive Director, otherwise I will support the Executive Director in his/her choice of hiring and handling of personnel without involvement by the Commission.

12) I pledge to refer all complaints, including personal criticisms, to the Executive Director; only after failure of administrative solution will I pursue such matters outside the Commission, while also recognizing the rights of the Commissioner as a citizen appointee and the responsibilities such appointment implies.

13) I pledge to observe and enforce local and state laws and regulations pertaining to the Authority and the housing that it represents.

14) I pledge to respect the limited intent and scope of executive session and respect privileged communications from the executive sessions and other sources for the privacy of personnel and clients we are involved with.

15) I pledge myself to place honesty, integrity, industriousness, compassion, and understanding above all else; to pursue my gainful efforts by study and dedication to the end that service to my Housing Authority and the people I serve shall always be maintained at the highest possible level.

16) I pledge to make diligent use of the time of the Commission as a whole and to endeavor to attend all meetings barring unforeseen conflicts, in which case I shall promptly notify the chairperson or designee.

17) I pledge myself to comply with the rules, regulations, principles and this Code of Professional Ethics.

I HEREBY SUBSCRIBE TO AND AGREE TO ABIDE BY THE FOREGOING CODE OF PROFESSIONAL ETHICS OF THE PUBLIC HOUSING COMMISSIONER. I UNDERSTAND THAT A VIOLATION OF ANY PROVISION OF THIS CODE MAY RESULT IN REPRIMAND, SUSPENSION, OR REVOCATION OF MY APPOINTMENT AS A PUBLIC HOUSING COMMISSIONER.

Name of Applicant

Signature of Applicant

Date

City and State

Signature of Witness

Date

#### COMMISSIONER JOB DESCRIPTION

#### The Position:

Serve as a member of the Board of Commissioners for the Authority, which is a policy-making board. Oversee an agency involved in a people-oriented business. Is responsible for planning, setting priorities and, under regulation from HUD, insuring that the goal of decent and safe housing for every American is carried out to the greatest extent possible.

#### Characteristic duties:

Formulates policy under which the Authority acts. Takes time to become familiar with the basic programs in which the Authority is involved. Attends regular and special business meetings and study sessions as necessary. Asks questions about things not completely understood. Does not interfere with day-to-day operations of the office; however, is aware of how the staff functions so that he/she can be sure the programs are operating as the board intends.

Acts as a liaison to promote understanding and cooperation with political officials and the community at large. Is an advocate to local political authorities and to the general community for programs that are necessary for improving standards of housing.

Expresses opinions at meetings, so that all points of view can be aired before decisions are reached. Uses special background expertise to explain their point of view to others. Continues to be aware of housing needs in the local community and of the impact of housing problems as they affect the community at large.

#### Qualifications:

Has a basic philosophy that decent, safe, and sanitary housing is necessary for all Americans. Has understanding of the problems of their entire community and a concern for helping solve those problems. Maintains a commitment for the time and effort needed in carrying out the role of commissioner – both in knowing the programs involved and in being an advocate to the public in general.

Carrying to the board a special background, whether it is an expertise in one specific area or the promotion of a special point of view for which you were appointed. But, after discussion of that point of view, an ability to guard against becoming a oneissue oriented member with a narrow point of view. An ability to discuss and compromise for the promotion of the most important priorities set by the board as a whole; using any special expertise for the good of the programs in which the Authority is involved.

#### Equipment required:

Dedication, effort, and position in the community.

#### **Restrictions:**

May not be an elected official of the community they represent. May not have been a landlord receiving Section 8 funds from the Authority for 12 months prior to or after serving as a Commissioner.



# OFFICE OF Woodbury County Planning & Zoning Administrator

SIXTH FLOOR • SEVENTH AND DOUGLAS STREETS - SIOUX CITY, IA 51101

John Pylelo - Planning & Zoning Administrator • jpylelo@sioux-city.org Peggy Napier - Clerk II • pnapier@sioux-city.org Telephone (712) 279-6557 Fax (712) 279-6530

To:Board of SupervisorsFrom:John Pylelo – Planning and Zoning

Re: Board of Supervisors Meeting of Tuesday January 20, 2015

Date: January 14, 2015

Planning and Zoning - John Pylelo, Director

## Public Hearing, Third reading and Approval of an Amendment to Woodbury County Zoning Ordinance Mapping Re: the Re-zoning of GIS Parcel #894632100011 for Ronald and Linda Clausen.

Your Board held public hearings and the first and second readings on this re-zoning matter on January 6 and January 13, 2015.

Property owners Ronald and Linda Clausen have filed a re-zoning petition for a single 26.3 acre parcel. The re-zoning petition requests a change from the current AP (Agricultural Preservation) zoning district designation to AE (Agricultural Estates) for residential development purposes. The current AP zoning limits the residential density allowed. The requested re-zoning would provide for the residential density potential of the approved subdivision. The final platting for the subdivision was conditionally approved at your January 6, 2015 meeting.

Should the re-zoning petition be approved the applicants have a purchase agreement in place for one of the three lots; the applicants will continue to reside on one of the lots; with the third lot intended to remain in agricultural production. The location is within 2,800 feet of Sioux City at the northeast corner of the intersection of paved Buchanan Ave. and graveled 155<sup>th</sup> St. The parcel is currently addressed 1543 155<sup>th</sup> St. and located within a portion of the SENW of Section 32 in Concord Township.

On November 18, 2014 your Board forwarded the matter to the Zoning Commission for public hearing and recommendation. On December 22, 2014 the Commission met, held the public hearing and voted 3-0 to recommend Supervisor approval of the requested re-zoning.

Staff Recommendation: The Office of Planning and Office supports the Commission's approval recommendation. Attached find the following for your review:

- Location and parcel Information
- Aerial mapping with overlay information
- The proposed ordinance

4

Your Board is asked to hold the required public hearing, third reading and then approve the proposed ordinance for a change of the zoning district designation for parcel #894632100011 from the current AP (Agricultural Preservation) zoning district designation to the AE (Agricultural Estates) zoning district designation.

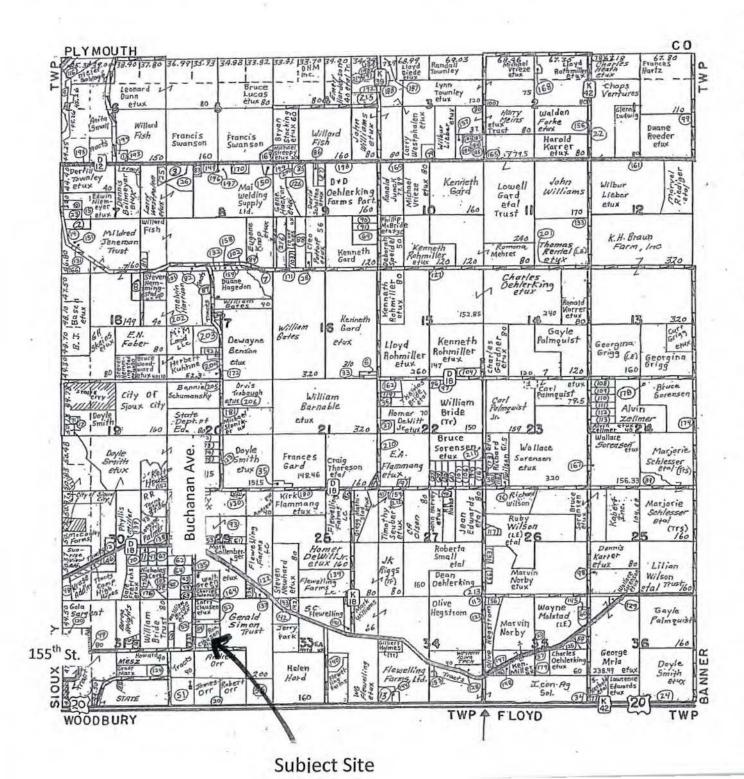
Ronald & Linda M. Clausen Clausen Acres Addition

Re-Zoning AP to AE and

Ce-20ming Air to the one

Minor Subdivision

GIS Parcel #894632100011 Portion of SENW Section 32 Concord Twnshp 24.29 Net Acres



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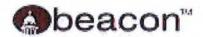
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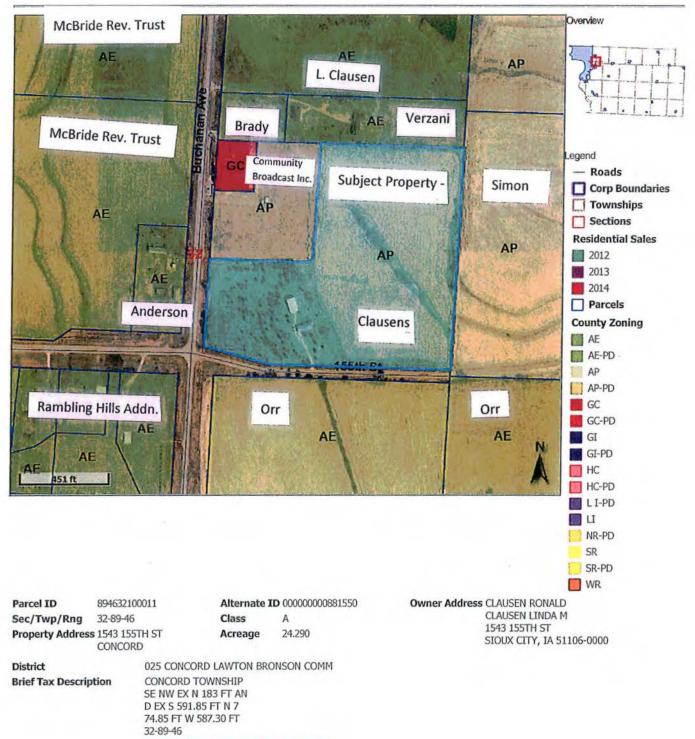
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# Woodbury County, IA / Sioux City



Date Created: 11/18/2014

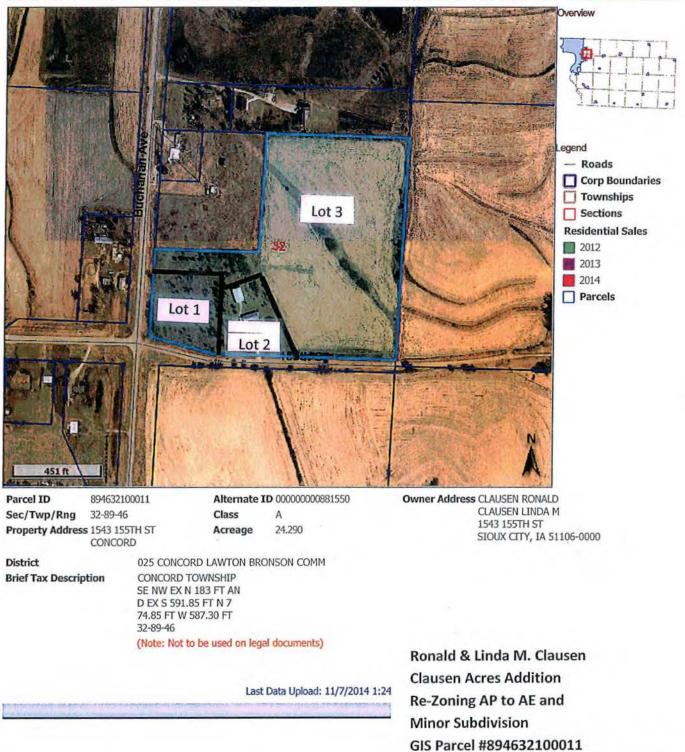


(Note: Not to be used on legal documents)

# Woodbury County, IA / Sioux City

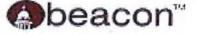


Date Created: 11/7/2014



Portion of SENW Section 32 Concord Twnshp 24.29 Net Acres

# Woodbury County, IA / Sioux City



24

#### Date Created: 8/18/2014

Summary		
Parcel ID	894632100011	一般的现在分词 的复数建筑的 网络人名德尔尔 中心
Alternate ID	881550	
Property Address	1543 155th St Concord	and have been set to be a set of
Sec/Twp/Rng	32-89-46	The second state of the second second
Brief Legal Description	CONCORD TOWNSHIP SE NW EX N 183 FT AN D EX S 591.85 FT N 7 74.85 FT W 587.30 FT 32-89-46	and the second second
	(Note: Not to be used on legal documents)	and a second
Document(s)	DED: 262-875 (5/11/1992)	
Gross Acres	24.29	and the second se
Net Acres	24.29	
Exempt Acres	0.00	
CSR	868.4	and the second se
Class	A - Agriculture	Click to Enlarge
Tax District	025 CONCORD LAWTON BRONSON COMM	*
School District	LAWTON BRONSON	

#### Owner

Primary Owner (Deed Holder) Clausen Ronald Clausen Linda M 1543 155th St Sioux City, IA 51106-0000

Land

Lot Area Residential Dwellings 24.29 Acres; 1,058,072 SF

Residential Dwelling Occupancy Style Architectural Style Year Built Condition Grade what's this? Roof Flooring Foundation Exterior Material Interior Material

**Brick or Stone Veneer** 

Number of Rooms

Basement Area Basement Finished Area

Number of Bedrooms

**Basement Area Type** 

Attic Type

Plumbing

Appliances Central Air

**Total Gross Living Area** 

Single-Family / Owner Occupied 1 Story Frame Ranch 1992 Normal 3-5 Mtl / Gable L/C C Blk **Composite Siding** Drwl 1/2 Story Brick; 19 linear ft. 1,428 SF None; 4 above; 3 below 2 above; 2 below Full 1,428 1,285 SF - Standard Finish 2 Base Plumbing (Full ; 1 Three Quarter Bath; 1 Range Unit; 1 Oven - Single; 1 Dishwasher; 1 Barbeque (N/A);

Yes

Secondary Owner

Ronald & Linda M. Clausen Clausen Acres Addition Re-Zoning AP to AE and Minor Subdivision GIS Parcel #894632100011 Portion of SENW Section 32 Concord Twnshp 24.29 Net Acres

Mailing Address

Heat	Yes
Fireplaces	1 Prefab;
Porches	
Decks	Wood Deck-Med (378 SF); Wood Deck-Med (355 SF);
Additions	
Garages	672 SF - Att Frame (Built 1992);

#### Agricultural Buildings

Plot #	Туре	Description	Width	Length	Year Built	Building County
0	Steel Utility Building		44	70	1992	1

		2014	2013	2012	2011	2010
+	Assessed Building Value	\$12,710	\$12,710	\$9,910	\$9,910	\$10,440
+	Assessed Dwelling Value	\$164,600	\$164,600	\$164,600	\$164,600	\$165,580
+	Assessed Land Value	\$39,340	\$42,720	\$28,070	\$28,070	\$20,680
+	Exempt Value	N/A	N/A	N/A	N/A	N/A
=	Gross Assessed Value	\$216,650	\$220,030	\$202,580	\$202,580	\$196,700
	Exempt Value	N/A	N/A	N/A	N/A	N/A
=	Net Assessed Value	\$216,650	\$220,030	\$202,580	\$202,580	\$196,700

		2013	2012	2011	2010
+	Taxable Land Value	\$18,540	\$16,823	\$16,152	\$14,272
+	Taxable Building Value	\$5,516	\$5,939	\$5,702	\$7,205
+	Taxable Dwelling Value	\$89,543	\$86,936	\$83,537	\$80,356
=	Gross Taxable Value	\$113,599	\$109,698	\$105,391	\$101,833
•	Military Exemption	(\$1,852)	(\$1,852)	(\$1,852)	(\$1,852)
=	Net Taxable Value	\$111,747	\$107,846	\$103,539	\$99,981
x	Levy Rate (per \$1000 of value)	28.38805	28.26657	27.60132	27.97868
=	Gross Taxes Due	\$3,172.28	\$3,048.44	\$2,857.81	\$2,797.34
•	Ag Land Credit	(\$16.65)	(\$21.69)	(\$16.62)	(\$11.79)
•	DSC Credit	\$0.00	\$0.00	\$0.00	\$0.00
•	Family Farm Credit	(\$11.83)	(\$15.41)	(\$11.74)	(\$11.05)
•	Homestead Credit	(\$137.68)	(\$137.09)	(\$104.41)	(\$85.49)
•	Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
•	Prepaid Tax	\$0.00	\$0.00	\$0.00	\$0.00
=	Net Taxes Due	\$3,006.00	\$2,874.00	\$2,726.00	\$2,690.00

#### Treasurer Link

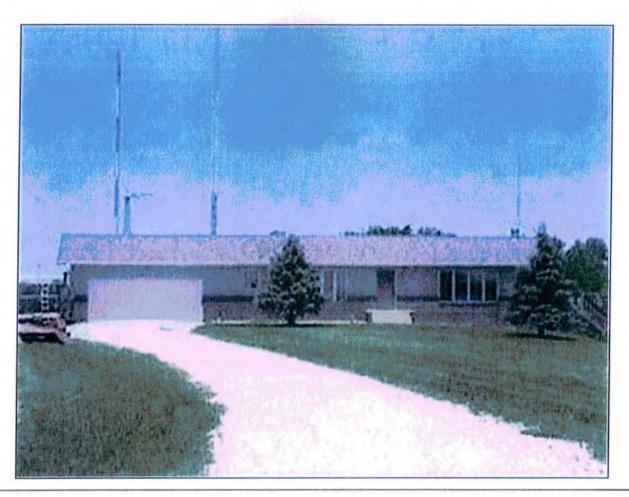
#### Click here to view tax information for this parcel

Tax History	N				
Year	Due Date	Amount	Paid	Date Paid	Receipt
2013	March 2015	\$1,503	No		6888
	September 2014	\$1,503	No		
2012	March 2014	\$1,437	Yes	1/8/2014	6901
	September 2013	\$1,437	Yes	8/20/2013	
2011	March 2013	\$1,363	Yes	3/5/2013	6899
	September 2012	\$1,363	Yes	9/21/2012	(Andrews
2010	March 2012	\$1,345	Yes	3/20/2012	6902
	September 2011	\$1,345	Yes	9/12/2011	

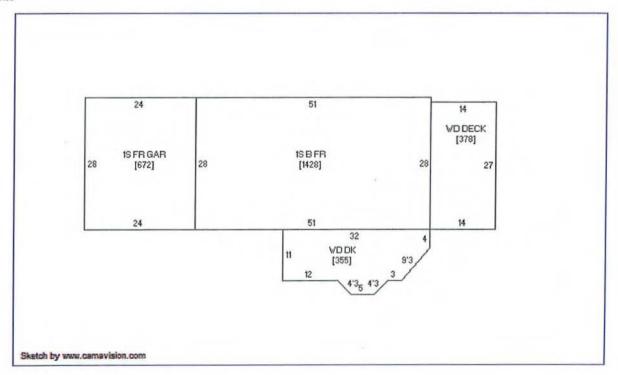
Iowa Land Records

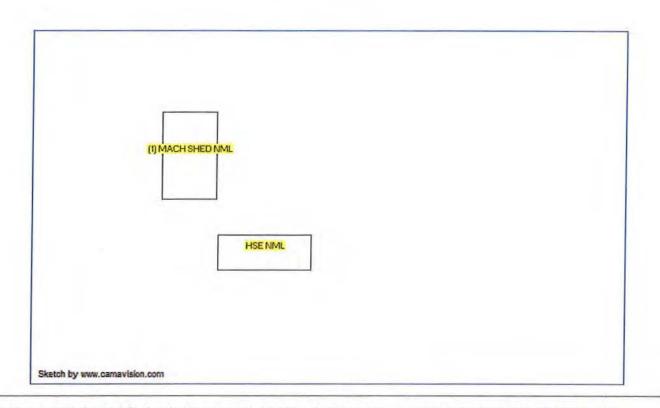
Data for Woodbury County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 1994. For records prior to 1994, contact the County Recorder or Customer Support at www.IowaLandRecords.org.

Photos



Sketches





No data available for the following modules: Commercial Buildings, Yard Extras, Sales, Permits, Valuation (Sioux City). Click here for help.

#### IMPORTANT NOTICE

#### All data posted is certified as of July 1, 2013

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose.

The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

Legal descriptions should be obtained from the County Auditor's office located at 620 Douglas, Sioux City, or by calling 712-279-6603. The legal descriptions shown on the property record card are merely abbreviated tax descriptions intended only to help identify the property.

Last Data Upload: 8/16/2014 1:16:50 AM



developed by The Schneider Corporation www.schneidercorp.com

Summary	
Parcel ID	894632100011
Gross Acres	24.29
ROW Acres	0.00
Gross Taxable Acres	24.29
Exempt Acres	0.00
Net Taxable Acres	24.29 (Gross Taxable Acres - Exempt Land)
Average CSR	39.43 (957.66 CSR Points / 24.29 Gross Taxable Acres)

#### Sub Parcel Summary

Description	Acres	CSR	Gross CSR Points	Assessed CSR Points
100% Value	17.02	37.99	646.56	646.56
Non-Crop	7.27	42.79	311.10	221.84
Total	24.29		957.66	868.40

#### Soil Summary

\$ ...

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Description	SMS	Soil Name	CSR		Unadjusted CSR Points	Spot & Line Acres	Adjusted Acres	Non Crop CSRP Reduct	Adjusted CSR Points
100% Value		MONONA SILT LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ERODED	57.00	2.17	123.69	0.00	2.17	0.00	123.69
100% Value	170E	NAPIER-CASTANA SILT LOAMS, 9 TO 20 PERCENT SLOPES	34.00	3.46	117.64	0.00	3.46	0.00	117.64
100% Value	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	37.00	9.59	354.83	0.00	9.59	0.00	354.83
100% Value	163	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	28.00	1.80	50.40	0.00	1.80	0.00	50.40
Non-Crop	1002	MONONA SILT LOAM, 5 TO 9 PERCENT SLOPES, MODERATELY ERODED	57.00	3.19	181.83	0.00	3.19	70.44	111.39
Non-Crop	12C	NAPIER SILT LOAM, 5 TO 9 PERCENT SLOPES	58.00	0.05	2.90	0.00	0.05	1.14	1.76
Non-Crop	170E	NAPIER-CASTANA SILT LOAMS, 9 TO 20 PERCENT SLOPES	34.00	0.56	19.04	0.00	0.56	3.48	15.56
Non-Crop	1D3	IDA SILT LOAM, 9 TO 14 PERCENT SLOPES, SEVERELY ERODED	37.00	1.13	41.81	0.00	1.13	9.36	32.45
Non-Crop	1E3	IDA SILT LOAM, 14 TO 20 PERCENT SLOPES, SEVERELY ERODED	28.00	2,34	65.52	0.00	2.34	4.84	60.68
				24.29	957.66	0.00	24.29	89.26	868.40

#### IMPORTANT NOTICE

#### All data posted is certified as of July 1, 2013

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. There are no warranties, expressed or implied, as to the appropriate use of the maps and data or the fitness for a particular purpose. The maps and associated data at this website do not represent a survey. No liability is assumed for the accuracy of the data delineated on any map, either expressed or implied.

Legal descriptions should be obtained from the County Auditor's office located at 620 Douglas, Sioux City, or by calling 712-279-6803. The legal descriptions shown on the property record card are merely abbreviated tax descriptions intended only to help identify the property.

Last Data Upload: 11/7/2014 1:24:12 AM

Ronald & Linda M. Clausen Clausen Acres Addition Re-Zoning AP to AE and Minor Subdivision GIS Parcel #894632100011 Portion of SENW Section 32 Concord Twnshp 24.29 Net Acres

# WOODBURY COUNTY, IOWA ORDINANCE NO. 35

Whereas The Board of Supervisors of Woodbury County, Iowa, has enacted a Zoning and Subdivision Ordinance on August 01, 2008, by resolution No. 10,456, being recorded in the Office of the Woodbury County Recorder, and

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

Whereas the Woodbury County Board of Supervisors has received said report, studied and considered the same, and has held hearing(s) on said amendment(s), all as by law provided; and

Whereas the Woodbury County Board of Supervisors has concluded that the said this ordinance shall amend the aforesaid Zoning and Subdivision Ordinance;

Now therefore, be it hereby resolved by the Woodbury County Board of Supervisors, duly assembled, that the aforesaid Zoning and Subdivision Ordinance is amended as shown on said attached Item(s) <u>One (1); and</u>

Now therefore, be it hereby resolved by the Woodbury County Board of Supervisors, duly assembled, that the previous zoning district designation shall be repealed upon the effective date of this amendment.

Dated this 20<sup>th</sup> day of January, 2015.

#### THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS:

Larry Clausen	
Mark Monson	
Jaclyn Smith	
Jeremy Taylor	
Matthew A. Ung	

1

#### ITEM ONE (1)

14.31

Property Owner : Ronald N. Clausen and Linda N. Clausen, 1543 155<sup>th</sup> Street, Sioux City, IA 51106.

Petitioner: Ronald N. Clausen and Linda N. Clausen, 1543 155<sup>th</sup> Street, Sioux City, IA 51106.

Pursuant to Section 335 of the Code of Iowa, 2014, the Woodbury Count Board of Supervisors held a public hearing on January 6, 2015 to amend the Woodbury County Zoning and Subdivision Ordinance and/or Map for the unincorporated area of Woodbury County, Iowa, as follows:

An amendment to re-zone from the AP (Agricultural Preservation) to the AE (Agricultural Estates) Zoning District designation for:

All that part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of Section Thirty-two (32), Township Eighty-nine (89) North, Range Forty-six (46) West of the Fifth Principal Meridian, Woodbury County, Iowa, described as follows: Beginning at the Southeast corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section Thirty-two (32); thence South Ninety Degrees Zero Minutes Zero Seconds (S 90°00'00") West along the South line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) for One Thousand Three Hundred Eleven and Ninety-three Hundredths Feet (1311.93') to the Southwest corner of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence North Zero Degrees Thirty-eight Minutes Eight Seconds (N 00°38'08") East along the West line of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) for Five Hundred Thirty-nine and Seventy-two Hundredths Feet (539.72'); thence North Eighty-nine Degrees Thirty-six Minutes Eight Seconds (N 89°36'08") East for Five Hundred Eighty-seven and Thirty Hundredths Feet (587.30'); thence North Zero Degrees Thirty-eight Minutes Nineteen Seconds (N 00°38'19") East for Five Hundred Ninety-one and Eighty-five Hundredths Feet (591.85') to the South line of the North One Hundred Eighty-three Feet (183.00') of said Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4); thence North Eighty-nine Degrees Thirty-five Minutes Twenty-three Seconds (N 89°35'23") East along said South line for Seven Hundred Twenty-nine and Forty-six Hundredths Feet (729.46') to the East line of said Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼); thence South Zero Degrees Fifty-two Minutes Twenty-one Seconds (S 00°52'21") West along said East line for One Thousand One Hundred Forty and Ninety-four Hundredths Feet (1140.94') to the point of beginning. Said described parcel contains 26.300 acres, more or less, which includes 1.964 acres in roadway easement. Currently known as GIS Parcel #894632100011.

#### Summary of Budgets to be Received on January 20, 2015 The 2014 CPI is 1.6%

Fund				
Department	Current	Proposed	Increase or	Decrease
Division Category - Expense	FY 2015	FY 2016	Dollar	<u>%</u>
General Basic - Tax				
County Medical Examiner				
Medical Examiner - Page 73				
Operating				
Human Resource Provider Service	ces 15,617	18,000	2,383	15.26%
Other Services and Charges	117,730	124,050	6,320	5.37%
Total	133,347	142,050	8,703	6.53%
Rural Basic Fund - Tax				
Woodbury County Solid Waste Agency				
Woodbury County Landfill - Page 9				
Operating				
Other Services and Charges	190,872	190,872	0	0.00%
Subtotal	190,872	190,872	0	0.00%
General Basic - Tax				
Civil Service				
Civil Service - Page 108				
Operating				
Other Services and Charges	7,300	9,497	2,197	30.10%
Capital & Equipment	0	0	0	0.00%
Total	7,300	9,497	2,197	30.10%

Department	Second and the	Current	Proposed	Increase or	
Division	Category - Expense	FY 2015	FY 2016	Dollar	<u>%</u>
County Treasurer					
Motor Ve	hicle Department - Pages 97-98				
	Salaries & Benefits				
	Salaries	632,334	643,404	11,070	1.75%
	Benefits	327,868	329,649	1,781	0.54%
	Operating				
	Commodities	7,600	8,100	500	6.58%
	Other Services and Charges	94,200	83,450	(10,750)	-11.41%
	Capital & Equipment	950	1,200	250	26.32%
	Subtotal	1,062,952	1,065,803	2,851	0.27%
Tax Depa	rtment - Pages 116-117				
	Salaries & Benefits				
	Salaries	400,645	405,505	4,860	1.21%
	Benefits	151,768	161,445	9,677	6.38%
	Operating				
	Commodities	12,000	12,500	500	4.17%
	Other Services and Charges	21,190	20,550	(640)	-3.02%
	Capital & Equipment	900	2,000	1,100	122.22%
	Subtotal	586,503	602,000	15,497	2.64%
Total County Treasu	rer - General Basic	1,649,455	1,667,803	18,348	1.12%
WCICC					
Woodbur	y County Information Commission - Page 133				
	Operating				
	Services & Charges	897,140	899,627	2,487	0.28%

10.0

Fund				
Department	Current	Proposed	Increase or	Decreas
Division Category - Expense	FY 2015	FY 2016	Dollar	<u>%</u>
General Supplemental - Tax				
Youth Guidance Services				
Youth Guidance Services - Page 19				
Operating				
Human Resource Provider Services	360,000	225,000	(135,000)	-37.50
General Basic - Tax				
General Relief				
Administration - Pages 76				
Operating				
Services & Charges	26,950	26,950	0	0.00
Assistance to the Poor - Page 77				
Operating				
Commodities	3,500	3,000	(500)	-14.29
Other Services and Charges	108,700	106,700	(2,000)	-1.84
Subtotal	112,200	109,700	(2,500)	-2.23
Total General Relief - General Basic	112,200	109,700	(2,500)	-2.23
General Basic - Tax				
Rural Economic				
Economic Development Department - Pages 109-112				
Salaries & Benefits				
Salaries	102,330	108,132	5,802	5.67
Benefits	49,961	40,505	(9,456)	-18.93
Operating				
Commodities	969	2,221	1,252	129.21
Other Services and Charges	29,612	49,762	20,150	68.05
Capital & Equipment	0	25,100	25,100	100.00
Total	182,872	225,720	42,848	23.43

Department		Current	Proposed	Increase or	Decrease
Division	Category - Expense	FY 2015	FY 2016	Dollar	%
			112020	Donar	70
General Supplemental - Tax					
<b>Risk Management Se</b>	ervices				
Self Liabil	ity Allocation - Page 42				
	Operating				
	Other Services and Charges	1,500,000	1,200,000	(300,000)	-20.00%
Rural Basic Fund - Tax					
Township Officers					
Township	Trustees - Page 15				
	Salaries	7,000	7,000	0	0.00%
Debt Service Fund - Tax					
Debt Service					
	Principle - Pages 4-13	1,046,800	984,400	(62,400)	-5.96%
	Interest - Pages 14-23	67,877	85,376	17,499	25.78%
	Total	1,114,677	1,069,776	(44,901)	-4.03%
Rural Basic Fund - Tax					
Zoning					
Planning 8	& Zoning - Pages 12-14				
	Salaries & Benefits				
	Salaries	115,300	119,345	4,045	3.51%
	Benefits	50,811	42,484	(8,327)	-16.39%
	Commodities	4,050	3,250	(800)	-19.75%
	Other Services and Charges	6,205	5,795	(410)	-6.61%
	Capital & Equipment	290	300	10	100.00%
	Total	176,656	171,174	(5,482)	-3.10%

Fund Department		Current	Proposed	Increase or	Decrease
Division	Category - Expense	<u>FY 2015</u>	FY 2016	Dollar	<u>%</u>
General Basic Fund - Tax					
Deoartment of Hur	nan Services - Page 75				
Adminis	tration				
	Operating				
	Commodities	43,000	43,000	0	0.00%
	Other Services and Charges	69,775	76,550	6,775	9.71%
	Capital & Equipment	7,225	15,000	7,775	107.61%
	Total	120,000	134,550	14,550	12.13%



# WOMEN OF EXCELLENCE AWARDS

January 2015

Dear Friends:

As part of the national celebration of Women's History Month, you are invited either as an individual, as a group or as a business to nominate a Siouxland woman for one of six Women of Excellence Awards to be announced on Tuesday, March 24, 2015, 5:30 p.m. at the Sioux City Convention Center.

Think about the women you have involved in your organization or business. You may utilize volunteers in a number of capacities. You may have an employee whom you know to be contributing in other capacities throughout the Siouxland community and exemplifies excellence in all she does. Every day we reap the benefit of "the extra measure" women take to achieve a goal they desire for the betterment of their community. It is the goal of the Women of Excellence committee to recognize and encourage such outstanding selflessness. Let this be the year you *recognize your outstanding volunteers, colleagues or employees!* 

To nominate your candidate, please follow these guidelines and send to Women Aware:

- Nominees must be female residents, volunteers or employees in the greater Siouxland area. They must be at least 35 years of age by the nomination deadline. Young Women of Excellence nominees must be between 22 and 40 years of age; women 21 and younger may be nominated in Women of Promise.
- □ Nominate a man for Men of Excellence award! Contact Women Aware for criteria.
- Individuals cannot apply, but must be nominated by a group or individual.
- Not eligible for nomination are: past recipients, awards judges and current members of the Women Aware Board of Directors.
- Please include one candid or portrait photograph of your nominee. Unsolicited materials such as portfolios, publications, etc., will not be reviewed and will disqualify the nominee.
- All nominations must be completed and postmarked no later than March 3, 2015.
- A \$50 application fee must be sent with each nomination, along with an original and five copies of the completed nomination. This \$50.00 fee includes the nominee's ticket to the event.
- Nominees must be present at the awards dinner on Tuesday, March 24, 2015, 5:30 p.m. at the SC Convention Center. Friends, families and colleagues are encouraged to accompany the nominee.
- Selections by the judges are final and the names of the recipients are strictly confidential until announced at the banquet on March 24<sup>th</sup>.
- The nomination materials are the property of the Awards Planning Committee and will not be returned.

These awards are being offered through the sponsorship of **Women Aware**, a program for struggling heads of households and a United Way partner agency. You may nominate more than one person and you may re-nominate a previous nominee, but not a past recipient. Additional forms may be obtained either by photocopying the form, contacting Women Aware or downloading a form from www.womenawarescia.org.

Please share in this year's celebration by nominating a Siouxland woman who has been influential in your life or whom you know to be influential in the lives of others in our community. By honoring these women we are not only expressing gratitude for their selfless acts but also inspiring others to strive for excellence in their own endeavors. If you have any questions, you may contact the Women Aware office or any of the Awards Planning Committee members.

Sincerely, Jennifer L. Harry Jennifer Harry, Women of Excellence Planning Committee Chair

Women Aware... Transforming the emotional and economic future of people in transition through advocacy, education, information and referral.

#### BOARD of DIRECTORS

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#### Chair:

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# WOMEN OF EXCELLENCE AWARDS

In honor of National Women's History Month, and to give recognition to the many and varied gifts of the Women of Siouxland, the Women of Excellence Awards are being offered. The recipients are women who have demonstrated strength of character and personal growth, made significant contributions in the past and have convincing plans for the future. They exemplify excellence in their commitments to the community by their volunteer efforts or through their vocations. Their generosity of spirit inspires others, particularly women.

#### **Award Categories**

#### WOMEN STRIVING TO IMPROVE THE QUALITY OF LIFE

This award honors a woman who leads others to greater understanding and respect for themselves and the world in which they live. Through the knowledge she has gained and the desire to advocate for others, she might nurture the growth and positively impact the next generation; she may promote peace and equality between nations, races, communities, people - or in individuals. **Please describe** the way her volunteer or extraordinary professional efforts impact and improve the quality of her self-described community. Examples may be found in human services, law, education, home environs, media, ministry, health care, or the environment.

#### WOMEN TAKING RISKS

This award honors courage and strength of character. This woman accepts challenges and breaks through societal barriers in order to achieve truly important and difficult work. She persists in her efforts; she has clearly defined goals and her decision-making reflects mature judgment. **Please describe** the circumstances and the manner in which your nominee overcame and ultimately excelled under extreme challenges, or in a nontraditional occupation such as the military, athletics, the arts or business.

#### WOMEN HELPING WOMEN

Although the woman honored in this award could be nominated in another, she is singled out here for her work to foster the personal and social growth of women. The fruit of her work is to make society more hospitable to that growth. Her relationships with women, as well as her goals to create a better future for women, are marked by insight, generosity and a peaceful, constructive spirit. **Please provide** examples of your nominee's endeavors.

#### WOMEN DEVELOPING THE COMMUNITY

This award honors a woman who impacts her community by envisioning needs, generating ideas and developing solutions that benefit her community. She obtains and utilizes resources that result in a new organization, facility, event or other development. The scale and impact of her efforts is readily recognized by a significant portion of the community. Please describe how your nominee's vision became reality and how its reality impacted her community.

#### YOUNG WOMEN OF EXCELLENCE

This award honors excellence in a woman between the ages of 22 and 40 because she is determined to reach an ambitious or unconventional goal, although the goal may change as she matures. She is focused and confident. **Please describe** your nominee's goals and provide examples of her integrity and accomplishments, as evidenced when her aspirations have been challenged by today's society.

#### WOMEN OF PROMISE

This award honors a young woman up to age 21 who demonstrates leadership among her peers by engaging in issues beyond her daily environment and motivating others to participate in activities that address a problem, raise awareness or complete a project that benefits the community. She shows potential to be an instrumental leader in society for years to come. **Please be specific** about her role, the activities and outcomes accomplished.

#### NEW! Special Awards - not given annually

If you wish to recognize an outstanding individual who has contributed greatly to the quality of life for women and their families in the community, please consider nominating her for MARILYN MURPHY LIFETIME ACHIEVEMENT or him for MEN OF EXCELLENCE. Contact Women Aware for instructions. The Judges will determine and recommend

award when appropriate, not necessarily every year.

If you have any questions about this form, contact the office of Women Aware or any of the awards Planning Committee members.

# NOMINATION FORM

# This form is also available online: www.womenawarescia.org

PLEASE TYPE OR PRINT CLEARLY	Category of Nomination (Check one)
Name of Nominee	□ Women Striving
Address	
	□ Women Helping Women
Telephone	□ Women Developing the
Birth date	Community
Name of Nominator	□ Young Women of Excellence
Address	
Telephone	
In what capacity do you know the nominee?	
Nominating group (if applicable)	

I. Please follow the instructions carefully. Incomplete information may affect the judges' decisions.

A. BIOGRAPHY - Please complete the attached sheet.

**B.** QUALIFICATIONS – Relate her life experiences to the selected category. Give an example of her leadership in her field and how she has inspired others by her example. Describe the difference she has made through her commitment, and how that difference exemplifies her category. Please limit your narrative to two typed pages, using a font and size that is easy to read.

**C.** SUMMARY – In two sentences, cite the single greatest accomplishment of this individual which qualifies her for this award.

#### II. THREE REFERENCES AND 1 PHOTOGRAPH

Please include with this application form one photograph (candid or portrait) of your nominee and three brief letters of reference for the nominee. No more than one family member may serve as a reference.

# III. SUBMIT THE ORIGINAL SET PLUS FIVE (5) COPIES (with letters) OF THE ENTIRE NOMINATION PACKAGE. You need submit only one photo.

The undersigned certify the submitted information is true. We consent to allow the judges to reassign the nomination category if they unanimously deem it more appropriate. We understand we need to be present at the Women of Excellence Awards banquet and that the enclosed \$50 includes the application fee and a ticket to the banquet for the nominee.

Signature of Nominator/Date

Signature of Nominee/Date

# A. BIOGRAPHY

# PLEASE PROVIDE THE FOLLOWING INFORMATION IN THE SPACE PROVIDED:

OCCUPATION:
EDUCATION:
FAMILY:
LIST COMMUNITY INVOLVEMENT IN LAST 15 YEARS:
4-
DESCRIBE A UNIQUE FEATURE ABOUT YOUR NOMINEE'S LIFE JOURNEY; INCLUDE BACKGROUND INFORMATION RELEVANT TO THE NOMINATION:

## 2015 Women of Excellence Ticket Order Form 5:30 P.M. MARCH 24, 2015 • SIOUX CITY CONVENTION CENTER TICKET ORDER DEADLINE: MARCH 17, 2015

NAME	TELEPHONE
ADDRESS:	
SEATING PREFERENCE: GENERAL SEATING OR NOMINEE'S NAME:	
\$45.00 per ticket (x) Number of Tickets Ordered:	= \$



# SPAGHETTI DOBNINGER DENNESSIONER

AT FIRST UNITED METHODIST CHURCH - 1915 NEBRASKA STREET, SIDUX CITY, IA JAN 241h 4:00pm - 7:00pm \$8 for Adults, \$5 for kids cash only

Dine In or Carry out



50/50 Paffle

545 SEE 27.11

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Auction

Wayner Chiropractic, PC



 
 WOODBURY COUNTY JUVENILE DETENTION CENTER
 Trosper-Hoyt Bidg. 822 Douglas St. - Rh Floor Sioux City, lowe 51101
 Phone 712-279 6522 Email: moteon@sioux-city.org Fax 712-234-2900

6:00 a.m.

6:00 p.m.

January 2015		
January 5, 2015		21
January 6, 2015	21 (1-Holding)	21 (1-Holding)
January 7, 2015	21(2-Holding)	21(1-Holding)
January 8, 2015	21(1-Holding)	21
January 9, 2015	21	19
January 10, 2015	19	19
January 11, 2015	19	19
January 12, 2015	19	

The Center averaged 20.1 residents per day during the 6:00 a.m. head count and 20.1 during the 6:00 p.m. check for a weekly average of 20.1 residents per day during the above week.

Of the nineteen residents detained on January 12, 2015, ten or fifty two percent were identified. Of the ten, four or forty percent were identified as hard-core members.

Currently detaining six Woodbury County juveniles being charged as adults on violent or sexual crimes. We are detaining seven juveniles from the BIA, one from Dakota County and one from Plymouth County.

Mark Olsen

1

Director WCJDC January 12, 2015