



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JUNE 26, 2018) (WEEK 26 OF 2018)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov
Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov
Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov
Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held June 26, 2018 at 4:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

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

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

Consent Agenda

Items 3 through 8 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 3. Approval of the minutes of the June 19, 2018 meeting
4. Approval of claims
5. Human Resources – Melissa Thomas
a. Approval of Memorandum of Personnel Transactions
b. Approval of Request to De-authorize County Position
c. Authorization to Initiate the Hiring Process
6. Board Administration – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #894728162006 for July 10th at 4:35 p.m.

7. Board Administration – Karen James
  - a. Approval of resolution thanking and commending Steve McGrory for his years of service with Woodbury County
  - b. Approval of resolution thanking and commending Richard Ellison for his years of service with Woodbury County
  
8. County Treasurer – Mike Clayton
  - a. Approval of resolution for abatement of taxes for J.M.
  - b. Approval of resolution for abatement of taxes for G.D.
  - c. Approval of resolution for abatement of taxes for Lake Forest
  - d. Approval of resolution for abatement of taxes for Dream Homes
  - e. Approval of resolution for abatement of taxes for Lake Forest
  - f. Approval of resolution for abatement of taxes for Lake Forest
  - g. Approval of resolution for abatement of taxes for J. R.

**End Consent Agenda**

9. County Auditor – Patrick Gill
 

Approval of Tyler Software Financial and Real Estate Conversion Project Action
  
10. Board Administration – Dennis Butler
  - a. Approval of transfer to close Case Management Fund Action
  - b. Approval of Appropriations Resolution for FY 2019 Action
  - c. Approval of Resolutions for Inter-Fund Operating Transfers for FY 2019 Action
  
11. Community Economic Development – David Gleiser
 

Approval of contract for online permitting services Action
  
12. Secondary Roads – Mark Nahra
  - a. Consideration of three quit claim deeds to transfer ownership of a vacated county road Action
  - b. Receive and consider quotes for the paving of the intersection of 220<sup>th</sup> St. and Old Lakeport Road Action
  - c. Receive quotes for one new motor grader for the Secondary Roads Department Action
  
13. Board of Supervisors – Jeremy Taylor
  - a. Authorize Chairman to sign the MOU with Sioux Rivers Region Action
  - b. Approve one-time usage with a cost of services billable to the Sioux City Symphony for Courthouse Security and any other costs incurred with a date to be set in the near future Action
  
14. Reports on Committee Meetings Information

IJR Stakeholders Meeting
  
15. Citizen Concerns Information
  
16. Board Concerns Information

**ADJOURNMENT**

## CALENDAR OF EVENTS

- TUESDAY, JUNE 26**    **1:00 p.m.**    Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- 6:00 p.m.**    Zoning Commission Meeting, First Floor Boardroom
- THURS., JUNE 28**    **10:30 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- MONDAY, JULY 2**    **6:00 p.m.**    Board of Adjustment meeting, First Floor Boardroom
- TUESDAY, JULY 3**    **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., JULY 11**      **8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 11:00 a.m.**    STARComm Board Meeting, The Security Institute – WIT Campus
- 2:00 p.m.**    DCAT Committee Meeting
- 6:30 p.m.**    911 Service Board Meeting, Public Safety Center, Climbing Hill
- 8:00 p.m.**    County’s Mayor Association Meeting, Public Safety Center, Climbing Hill
- THURS., JULY 12**    **4:30 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., JULY 18**      **10:00 a.m.**    Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- 12:00 p.m.**    Siouxland Economic Development Corporation Meeting, 617 Pierce St., Suite 202
- THUR., JULY 19**     **4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- TUESDAY, JULY 24**   **6:00 p.m.**    Zoning Commission Meeting, First Floor Boardroom
- 1:00 p.m.**    Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- THURS., JULY 26**    **11:00 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.

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

**Woodbury County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will consider reasonable accommodations for qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.**

*Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran’s status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation’s civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation’s services, contact the agency’s affirmative action officer at 800-262-0003.*

**JUNE 19, 2018, TWENTY-FIFTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, June 19, 2018 at 4:30 p.m. Board members present were Ung, De Witt, Taylor, Pottebaum, and Radig. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Assistant, Melissa Thomas, Human Resources Director, Joshua Widman, Assistant County Attorney, and Patrick Gill, Auditor/Clerk to the Board.

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

- 1. There were no citizen concerns.
- 2. Motion by De Witt second by Radig to approve the agenda for June 19, 2018. Carried 5-0. Copy filed.

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

- 3. To approve minutes of the June 12, 2018 meeting. Copy filed.
- 4. To approve the claims totaling \$644,125.06. Copy filed.
- 5. To approve the reclassification of Ronald Vogt, Civilian Jailer, County Sheriff Dept., effective 06-18-18, \$22.47/hour, 15%=\$2.99/hour. Per CWA Civilian Officers Contract agreement, from Class 2 to Senior Class due to 4 years employment and Bachelor’s Degree.; the appointment of Hogan Harman, Temporary Summer Laborer, Secondary Roads Dept., effective 06-20-18, \$10.00/hour. Not to exceed 120 days.; the separation of Tonia Abell, Clerk III, Human Resources Dept., effective 06-18-18. Resignation.; the transfer of Gerald Kelley, Operations Officer – Paramedic, Emergency Services Dept., effective 07-01-18, \$18.35/hour, 8.9%=\$1.50/hour. Position Transfer to Paramedic.; the transfer of Matthew Plummer, Operations Officer – AEMT, Emergency Services Dept., effective 07-01-18, \$17.83/hour, 5.8%=\$.98/hour. Position Transfer to Advanced EMT.; the appointment of Randall Horsley, Operations Officer – Paramedic, Emergency Services Dept., effective 07-02-18, \$17.79/hour. Job Vacancy Posted 4-20-18. Entry Level Salary: \$17.31-\$18.35/hour.; and the appointment of Myles McCrea, Operations Officer – Paramedic, Emergency Services Dept., effective 07-02-18, \$17.79/hour. Job Vacancy Posted 04-20-18. Entry Level Salary: \$17.31-\$18.35/hour. Copy filed.
- 6. To approve the lifting of tax suspensions for Earl Strom, 103 Bluff St., parcel #894729407027. Copy filed.
- 7. To approve and authorize the Chairperson to sign a Resolution authorizing for abatement of taxes for United States of America, parcel #874721100001.

**WOODBURY COUNTY, IOWA  
RESOLUTION #12,748  
RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, the United States of America is the titleholder of real estate Parcel #874721100001 located in Woodbury County, Iowa and legally described as follows:

**Parcel # 874721100001**

**LIBERTY TOWNSHIP IRREG STRIP ON NW NE NW 21-87-47 AND IRREG STRIP ON NORTH NW NW 21-87- 47**

**WHEREAS**, the above-stated property has an unpaid balance of taxes owing, and the parcel is owned by a political subdivision of the state; and

**WHEREAS**, the political subdivision, namely the United States of America, is failing to immediately pay the taxes due; and

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcels according to Code of Iowa, 445.63, and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 19th day of June, 2018.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

8a. To approve the permit to work in the county right of way for John Wessling. Copy filed.

8b. To approve the permit to work in the county right of way for City of Cushing. Copy filed.

Carried 5-0.

9. Motion by Taylor second by De Witt to approve the purchase of Cyber Insurance for FY 18/19. Carried 5-0. Copy filed.

10. A public hearing was held at 4:35 p.m. for the sale of parcel #894823177009 & #894823177008, 1900 & 1902 Bryan St. The Chairperson called on anyone wishing to be heard.

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

Motion by Taylor second by De Witt to approve and authorize the Chairperson to sign a Resolution for the sale of real estate parcel #894823177009 & #894823177008, 1900 & 1902 Bryan St., to Randall Roest, 1923 Boies St., Sioux City, for \$1,000.00 plus recording fees. Carried 5-0.

**RESOLUTION OF THE BOARD  
OF SUPERVISORS OF WOODBURY COUNTY, IOWA  
RESOLUTION #12,749**

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

By Randall J. Roest in the sum of One Thousand Dollars & 00/100 (\$1,000.00)-----  
-----dollars.

For the following described real estate, To Wit:

**Parcel #894823177009 & #894823177008**

**Lot 22, Block 5, North Riverside Addition, an Addition to Sioux City, in the County of Woodbury, State of Iowa (1900 Bryan Street)**

**Lot 21, Block 5, North Riverside Addition, an Addition to Sioux City, in the County of Woodbury, State of Iowa (1902 Bryan Street)**

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

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

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

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

**SO DATED** this 19<sup>th</sup> Day of June, 2018.  
WOODBURY COUNTY BOARD OF SUPERVISORS  
Copy filed.

11. John Torbert of the Iowa Drainage District Association presented an annual report on recent federal & state actions relating to drainage districts. Copy filed.
- 12a Motion by Pottebaum second by Radig to approve the contract for project #L-B(B82)—73-97 with Dixon Construction for \$220,270.00. Carried 5-0. Copy filed.
- 12b. Motion by Pottebaum second by Radig to approve the contract with for GH 2018 Gravel Haul project with Hallett Materials for \$331,513.20. Carried 5-0. Copy filed.
13. The Board heard reports on committee meetings.
14. There were no citizen concerns.
15. Board concerns were heard.

The Board adjourned the regular meeting until June 26, 2018.

Meeting sign in sheet. Copy filed.

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: June 26, 2018

\* 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
Ellison, Richard	County Sheriff	6-15-18	Civilian Jailer			S	Resignation.
Harlow, Todd	County Sheriff	7-01-18	Lieutenant	\$75,504/year	6%=\$4,326/year	R	Per Wage Plan Matrix, 3 year Salary Increase.
Trimpe, Janet	County Treasurer	7-01-18	% Deputy	\$64,869.36/year	5%=\$5945.04/year	R	Per County Treasurer, from 70% to 75% Deputy.
Tuttle, Erica	County Treasurer	7-01-18	% Deputy	\$54,057.80/year	2.5%=\$3551.24/year	R	Per County Treasurer, from 60% to 62.5% Deputy.
McGrory, Steve	Juvenile Detention	7-01-18	Youth Worker	\$27.90/hour	0%	T	Position Transfer from Intake Officer to Youth Worker.
McGrory, Steve	Juvenile Detention	7-02-18	Youth Worker			S	Retirement.
Roder, Steven	Building Services	7-07-18	Maintenance Technician	\$20.60/hour	5%=\$1.03/hr	R	Per AFSCME Courthouse Contract agreement, from Grade 4/Step 3 to Grade 4/Step 4.

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

MELISSA THOMAS, HR DIRECTOR: Melissa Thomas HR Director

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

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

**FROM:** Melissa Thomas, Human Resources Director

**SUBJECT:** Memorandum of Personnel Transactions

**DATE:** June 26, 2018

For the June 26, 2018 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

1. County Sheriff Civilian Jailer, Resignation.
2. County Sheriff Lieutenant, 3 year Salary Increase.
3. County Treasurer (2) Percentage Deputies, Percentage Increases.
4. Juvenile Detention Intake Officer, Position Transfer to Youth Worker.
5. Juvenile Detention Youth Worker, Retirement.
6. Building Services Maintenance Technician, from Grade 4/Step 3 to Grade 4/Step 4.

Thank you



HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

#5b

DATE: June 26, 2018

**REQUEST TO DEAUTHORIZE COUNTY POSITION(S)**

DEPARTMENT	POSITION	APPROVED	DISAPPROVED
Human Resources	Clerk III		

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Chairman, Board of Supervisors

HUMAN RESOURCES DEPARTMENT  
WOODBURY COUNTY, IOWA

DATE: June 26, 2018

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$19.28/hour (FY 18/19 Wage)		
Human Resources	Senior Clerk	Wage Plan: \$18.06/hour (FY 18/19 Wage)		
	*Please see attached memos.			

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



## Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

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

June 15, 2018

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

The Woodbury County Sheriff's Office respectfully requests discussion and action on the authorization to begin the hiring process for a Correctional Officer position, effective June 15<sup>th</sup> 2018. We request this be placed on the agenda for Tuesday, June 26<sup>th</sup> 2018, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

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

Dave Drew, Sheriff

Cc: file

## Lisa Anderson

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**From:** Melissa Thomas  
**Sent:** Thursday, June 21, 2018 8:43 AM  
**To:** Lisa Anderson  
**Subject:** Human Resources Changes

Lisa-

Please deauthorize the Clerk III position in HR and begin the hiring process of hiring a Senior Clerk.

Thank you,

Melissa

Melissa M. Thomas  
Human Resources Director  
Woodbury County  
ph [\(712\) 279-6480](tel:7122796480)  
cell [\(712\) 253-6534](tel:7122536534)  
fax [\(712\) 279-6597](tel:7122796597)  
[melissathomas@woodburycountyiowa.gov](mailto:melissathomas@woodburycountyiowa.gov)

**RESOLUTION #****NOTICE OF PROPERTY SALE****Parcels #894728162006**

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

**Lot Nine (9) Block Forty-Five (45), Sioux City East Addition, Woodbury County, Iowa  
(815 Pierce Street)**

**NOW THEREFORE,**

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

1. That a public hearing on the aforesaid proposal shall be held on the **10<sup>th</sup> Day of July, 2018 at 4:35 o'clock p.m.** in the basement of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on the **10<sup>th</sup> Day of July, 2018**, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a **total minimum bid of \$20,112.00** plus recording fees.
4. That this resolution, preceded by the caption "Notice of Property Sale" and except for this subparagraph 4 be published as notice of the aforesaid proposal, hearing and sale.

Dated this 26<sup>th</sup> Day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

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Patrick F. Gill  
Woodbury County Auditor  
and Recorder

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Rocky De Witt, Chairman

REQUEST FOR MINIMUM BID

Name: Paul Bernard Date: 3/6/15

Address: 1280 Monument Blvd, Concord, CA Phone: 925-687-7660

Address or approximate address/location of property interested in:  
815 Pierce Street

GIS PIN # 894728162006

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

Legal Description:  
Lot 9 Block 4S Sioux City East Addition,  
Woodbury County Iowa

Tax Sale #/Date: 835 - 6/16/14 Parcel # 023115

Tax Deeded to Woodbury County on: \_\_\_\_\_

Current Assessed Value: Land \$29,000 Building — Total \$29,000

Approximate Delinquent Real Estate Taxes: \$5,529<sup>-</sup>

Approximate Delinquent Special Assessment Taxes: \$ 98,823<sup>-</sup>

\*Cost of Services: \$112

Inspection to: Rocky DeWitt Date: 6/14/18

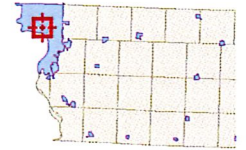
Minimum Bid Set by Supervisor: \$20,000 plus cost of services of \$112 Total:

Date and Time Set for Auction: Tuesday, July 10<sup>th</sup> @ 4:35 \$20,112<sup>-</sup>

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



Overview



Legend

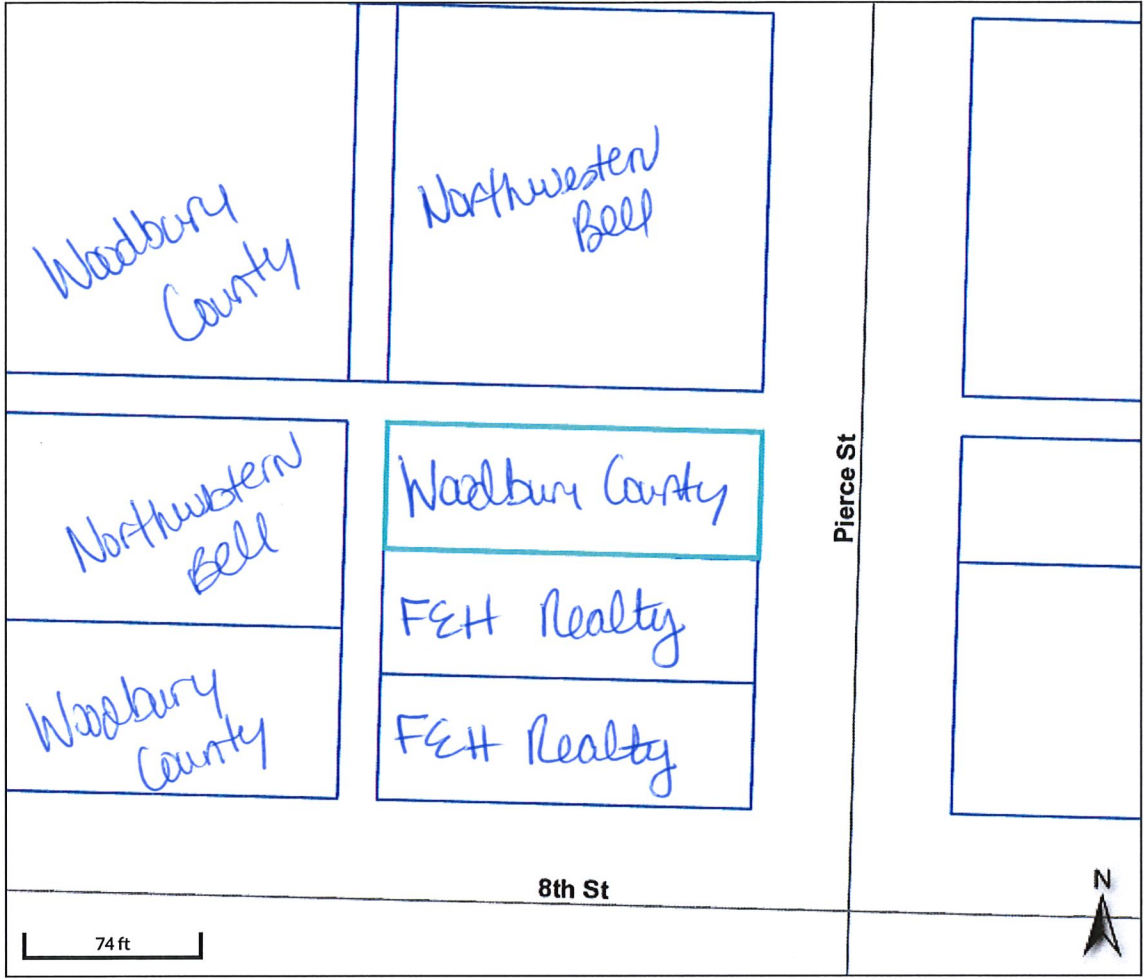
-  Roads
-  Corp Boundaries
-  Townships
-  Parcels

Parcel ID	894728162006	Alternate ID	23115	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	815-17 PIERCE ST	Acreage	n/a		SIOUX CITY IA 51101-0000
	SIOUX CITY				
District	087				
Brief Tax Description	SIOUX CITY EAST LOT 9 BLK 45				
	<b>(Note: Not to be used on legal documents)</b>				

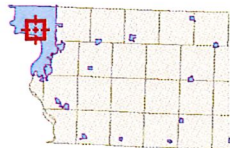
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Developed by





Overview



Legend

- Roads
- Corp Boundaries
- Townships
- Parcels

Parcel ID	894728162006	Alternate ID	23115	Owner Address	WOODBURY COUNTY
Sec/Twp/Rng	n/a	Class	C		620 DOUGLAS ST
Property Address	815-17 PIERCE ST	Acreeage	n/a		SIOUX CITY IA 51101-0000
	SIOUX CITY				
District	087				
Brief Tax Description	SIOUX CITY EAST LOT 9 BLK 45				
	(Note: Not to be used on legal documents)				

Date created: 6/18/2018  
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Developed by





WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Steve McGrory*

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Steve McGrory has capably served Woodbury County as an employee of the Juvenile Detention Office for 28 years from July 18, 1990 to July 2, 2018; and

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

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

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

BE IT SO RESOLVED this 26<sup>th</sup> day of June, 2018.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Rocky L. De Witt, Chairman

\_\_\_\_\_  
Matthew A. Ung, Member

\_\_\_\_\_  
Marty Pottebaum, Member

\_\_\_\_\_  
Keith W. Radig, Member

\_\_\_\_\_  
Jeremy J. Taylor, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor

WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Richard Ellison*

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Richard Ellison has capably served Woodbury County as an employee of the Sheriff's Office for 28 years from February 28, 1990 to June 15, 2018; and

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

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

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

BE IT SO RESOLVED this 26<sup>th</sup> day of June, 2018.

WOODBURY COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Rocky L. De Witt, Chairman

\_\_\_\_\_  
Matthew A. Ung, Member

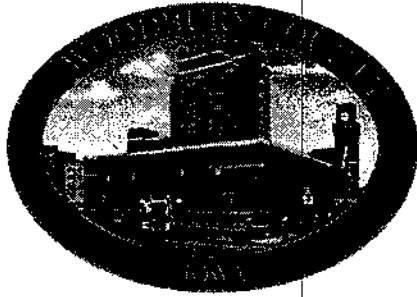
\_\_\_\_\_  
Marty Pottebaum, Member

\_\_\_\_\_  
Keith W. Radig, Member

\_\_\_\_\_  
Jeremy J. Taylor, Member

Attest:

\_\_\_\_\_  
Patrick F. Gill, Woodbury County Auditor



**Michael R Clayton**  
Treasurer of Woodbury County  
Motor Vehicle/Property Tax/DNR  
822 Douglas St Ste 102  
Sioux City IA 51101  
712-279-6495

#8

June 15, 2018

Please abate the following taxes on these mobile homes:

2016/2017 \$156.00      2017/2018 156.00      Owner-Jerry Carl Mapes  
for a 1967 American Twenty Wide mobile home (VIN 52320TWK58625TW) that had a junking  
certificate that was issued 10-5-2017.

2017/2018 \$118.00      Owner-Gerald/Rebecca Davenport  
for a 1968 Safeway mobile home (VIN 642659) that was issued a junking certificate on 2-29-16.

2017/2018 \$74.00      Owner-Lake Forest  
for a 1981 Atla mobile home (VIN 4710394450) that was issued a junking certificate on 11-6-17.

2017/2018 \$97.00      Owner-Dream Homes  
for a 1995 Champion mobile home (VIN 05950088507) that was issued a junking certificate  
on 10-24-17.

2017/2018 \$81.00      Owner-Lake Forest  
for a 1985 Liberty mobile home (VIN 05L21443) that was issued a junking certificate  
on 10-5-17.

2017/2018 \$84.00      Owner-Lake Forest  
for a 1995 Colt mobile home (VIN NEB59A24340S) that was issued a junking certificate  
on 10-5-17.

2017/2018 \$200.00      Owner-Janet Lee Rohrbaugh  
for a 1977 Bonnavilla mobile home (VIN 77A6571) that was moved to Parkview Mobile Home  
Park in S Sioux City, NE in April 2017. We were not notified this moved out of state.

These mobile homes have either had junking certificates or moved out of this state and are just  
now being updated due to the tax sale listing. Please abate them.

Thank you,

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Jerry Carl Mapes is the titleholder of a mobile home VIN 52320TWK58625TW located in Woodbury County, Iowa and legally described as follows:

VIN 52320TWK58625TW

1967 American Twenty Wide Mobile Home

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Jerry Carl Mapes.

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman

**WOODBURY COUNTY TREASURER**  
**MICHAEL R CLAYTON**  
 822 DOUGLAS ST. ROOM 102  
 SIOUX CITY, IA 51101

Phone: (712) 279-6495 Fax: (712) 279-6497  
 E-mail: taxdept@woodburycountyia.gov

9714469

MAPES JERRY CARL  
 UNABLE TO FORWARD

# NOTICE OF TAXES DUE FOR MOBILE HOMES

Delinquent OCTOBER 1, 2017	Delinquent APRIL 1, 2018	Entity Total
<b>290.00</b>	<b>80.00</b>	<b>370.00</b>

**Date of Calculation: 5/01/2018**

Amount quoted is good through May 31, 2018. Taxes not paid by May 24th will be published. If your taxes are not paid by June 15th, they will be offered at Tax Sale on June 18th at 9:00. After the sale, if the property is not redeemed within the period provided in Chapter 447, the right to redeem expires and a tax title may be issued. Regular tax payments can be paid by check or cash. Debit/Credit cards are accepted in-office and on line at [www.iowatreasurers.org](http://www.iowatreasurers.org). PLEASE IGNORE THIS NOTICE IF PAYMENT HAS BEEN MADE!!

Receipt Key Parcel/Vin	Tax District Project Legal	Tax Sale Certificates	Tax 1st Half 2nd Half	MAY Interest	Drainage Interest Sec Twn Rng	Cost Acres	Totals
:016/2017 60 00568 1	087		78.00	23.00	.00	4.00	105.00
52320TWK58625TW	1967 AMERICAN T	49X20/LOT 35 YELLOW	78.00	16.00			94.00
			980.0				199.00
:017/2018 60 00566 1	087		78.00	9.00	.00	4.00	91.00
52320TWK58625TW	1967 AMERICAN T	49X20/LOT 35 YELLOW	78.00	2.00			80.00
			980.0				171.00

Junked  
 Lake Forest!

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Gerald & Rebecca Davenport is the titleholder of a mobile home VIN 642659 located in Woodbury County, Iowa and legally described as follows:

VIN 642659

1968 Safeway mobile home

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Gerald & Rebecca Davenport

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 174  
642659

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 174  
642659

TAX DUE: **Full Year** or **SEPT 1, 2017**

**\$118.00**

**\$59.00**

DED 9713038

Delinquent OCTOBER 1, 2017

TAX DUE: **MARCH 1, 2018**

**\$59.00**

DED 9713038 Delinquent APRIL 1, 2018

DAVENPORT GEROLD L OR  
DAVENPORT REBECCA RAE  
411 RAILWAY LOT 5  
PO BOX 186  
HORNICK, IA 51026-0186

DAVENPORT GEROLD L OR  
DAVENPORT REBECCA RAE  
411 RAILWAY LOT 5  
PO BOX 186  
HORNICK, IA 51026-0186

064 064 HORNICK LL WESTWOOD COMM

064 064 HORNICK LL WESTWOOD COMM

**MAKE CHECKS PAYABLE TO WOODBURY COUNTY TREASURER. WE ACCEPT DISCOVER, MC & VISA (FEES APPLY) IN OFFICE PAYMENTS WITH DEBIT CARDS (\$2.00 FEE) AND CASH.**

**THERE IS A \$30.00 RETURNED CHECK CHARGE PHONE 712-279-6495**

Tax District: 064 064 HORNICK LL WESTWOOD COMM

Vin: 642659

Parked At: A06 JBD ENTERPRISE-HORNICK

Year: 1968 Make: SAFEWAY

Title: 97AC22277

Model: 61X12/LOT 2 Color: WHITE

**INDEXING** Delinquent Tax, Specials, Drainage

Square Ft:	732.0
Gross Tax:	\$118.00
Total Credit:	\$ .00
Advance Payment:	\$ .00
<b>Net Tax:</b>	<b>\$118.00</b>

009713038  
DED  
DAVENPORT GEROLD L OR  
DAVENPORT REBECCA RAE  
411 RAILWAY LOT 5  
PO BOX 186  
HORNICK, IA 51026-0186

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Receipt#: 174

SEPT 1, 2017 \$59.00

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

CHECK# \_\_\_\_\_

MARCH 1, 2018 \$59.00

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

CHECK# \_\_\_\_\_

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Lake Forest is the titleholder of a mobile home VIN 6426594710394450 located in Woodbury County, Iowa and legally described as follows:

VIN 6426594710394450

1981 Atla mobile home

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman



**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 137  
4710394450

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 137  
4710394450

TAX DUE: **Full Year** or **SEPT 1, 2017**

**\$148.00**

**\$74.00**

DED 9700423

Delinquent OCTOBER 1, 2017

TAX DUE: **MARCH 1, 2018**

**\$74.00**

DED 9700423 Delinquent APRIL 1, 2018

CLANCY STEPHEN D  
3700 28TH ST LOT 273  
SIOUX CITY, IA 51105

CLANCY STEPHEN D  
3700 28TH ST LOT 273  
SIOUX CITY, IA 51105

087 087 SC LL SIOUX CITY COMM

087 087 SC LL SIOUX CITY COMM

**MAKE CHECKS PAYABLE TO WOODBURY COUNTY TREASURER. WE ACCEPT DISCOVER, MC & VISA (FEES APPLY) IN OFFICE PAYMENTS WITH DEBIT CARDS (\$2.00 FEE) AND CASH.**

**THERE IS A \$30.00 RETURNED CHECK CHARGE PHONE 712-279-6495**

Tax District: 087 087 SC LL SIOUX CITY COMM

Vin: 4710394450

Parked At: 001 3700 28TH ST LAKE FOREST

Year: 1981 Make: ATL

Title: 97T023751

Model: 66X14/LOT273 Color: BRO/WHI

**INDEXING** Delinquent Tax, Specials, Drainage

Square Ft:	924.0
Gross Tax:	\$148.00
Total Credit:	\$.00
Advance Payment:	\$.00
<b>Net Tax:</b>	<b>\$148.00</b>

009700423  
DED  
CLANCY STEPHEN D  
3700 28TH ST LOT 273  
SIOUX CITY, IA 51105

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Receipt#: **137**

SEPT 1, 2017

\$74.00

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

CHECK# \_\_\_\_\_

MARCH 1, 2018

\$74.00

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

CHECK# \_\_\_\_\_

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Dream Homes is the titleholder of a mobile home VIN 05950088507 located in Woodbury County, Iowa and legally described as follows:

VIN 05950088507

1995 Champion mobile home

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Dream Homes

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 858  
05950088507

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 858  
05950088507

TAX DUE: **Full Year** or **SEPT 1, 2017**

**\$194.00**

**\$97.00**

DED 9715027

Delinquent OCTOBER 1, 2017

TAX DUE: **MARCH 1, 2018**

**\$97.00**

DED 9715027 Delinquent APRIL 1, 2018

DREAMHOMES LLC  
3700 28TH ST LOT 99  
SIOUX CITY, IA 51105

DREAMHOMES LLC  
3700 28TH ST LOT 99  
SIOUX CITY, IA 51105

087 087 SC LL SIOUX CITY COMM

087 087 SC LL SIOUX CITY COMM

**MAKE CHECKS PAYABLE TO WOODBURY COUNTY TREASURER. WE ACCEPT DISCOVER, MC & VISA (FEES APPLY) IN OFFICE PAYMENTS WITH DEBIT CARDS (\$2.00 FEE) AND CASH.**

**THERE IS A \$30.00 RETURNED CHECK CHARGE PHONE 712-279-6495**

Tax District: 087 087 SC LL SIOUX CITY COMM

Vin: 05950088507

Parked At: 001 3700 28TH ST LAKE FOREST

Year: 1995 Make: CHAMPION

Title: 97AE94173

Model: 76X16/LOT 99 Color: TAN

**INDEXING** Delinquent Tax, Specials, Drainage

Square Ft:	1,216.0
Gross Tax:	\$194.00
Total Credit:	\$ .00
Advance Payment:	\$ .00
<b>Net Tax:</b>	<b>\$194.00</b>

009715027  
DED  
DREAMHOMES LLC  
3700 28TH ST LOT 99  
SIOUX CITY, IA 51105

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Receipt#: **858**

SEPT 1, 2017 \$97.00

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

CHECK# \_\_\_\_\_

MARCH 1, 2018 \$97.00

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

CHECK# \_\_\_\_\_

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Lake Forest is the titleholder of a mobile home VIN 05L21443 located in Woodbury County, Iowa and legally described as follows:

VIN 05L21443

1985 Liberty mobile home

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 578  
05L21443

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 578  
05L21443

TAX DUE: **Full Year** or **SEPT 1, 2017**

**\$162.00**

**\$81.00**

DED 9712576

Delinquent OCTOBER 1, 2017

TAX DUE: **MARCH 1, 2018**

**\$81.00**

DED 9712576 Delinquent APRIL 1, 2018

MATZ JOAN KAY  
3700 28TH ST LOT 8  
SIOUX CITY, IA 51105

MATZ JOAN KAY  
3700 28TH ST LOT 8  
SIOUX CITY, IA 51105

087 087 SC LL SIOUX CITY COMM

087 087 SC LL SIOUX CITY COMM

**MAKE CHECKS PAYABLE TO WOODBURY COUNTY TREASURER. WE ACCEPT DISCOVER, MC & VISA (FEES APPLY) IN OFFICE PAYMENTS WITH DEBIT CARDS (\$2.00 FEE) AND CASH.**

**THERE IS A \$30.00 RETURNED CHECK CHARGE PHONE 712-279-6495**

Tax District: 087 087 SC LL SIOUX CITY COMM

Vin: 05L21443

Parked At: 001 3700 28TH ST LAKE FOREST

Year: 1985 Make: LIBERTY

Title: 97AB76515

Model: 72X14/LOT 8 Color: BROWN

**INDEXING** Delinquent Tax, Specials, Drainage

Square Ft:	1,008.0
Gross Tax:	\$162.00
Total Credit:	\$.00
Advance Payment:	\$.00
<b>Net Tax:</b>	<b>\$162.00</b>

009712576  
DED  
MATZ JOAN KAY  
3700 28TH ST LOT 8  
SIOUX CITY, IA 51105

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**WOODBURY COUNTY TREASURER**  
**MICHAEL R CLAYTON**  
822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Receipt#:  
**578**

SEPT 1, 2017 \$81.00  
Date Paid: \_\_\_\_\_  
CHECK# \_\_\_\_\_

MARCH 1, 2018 \$81.00  
Date Paid: \_\_\_\_\_  
CHECK# \_\_\_\_\_

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Lake Forest is the titleholder of a mobile home VIN NEB59A24340S located in Woodbury County, Iowa and legally described as follows:

VIN NEB59A24340S

1995 Colt mobile home

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Lake Forest

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 674  
NEB59A24340S

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home

2017/2018 674  
NEB59A24340S

TAX DUE: **Full Year** or **SEPT 1, 2017**

**\$168.00**

**\$84.00**

DED 9713644

Delinquent OCTOBER 1, 2017

TAX DUE: **MARCH 1, 2018**

**\$84.00**

DED 9713644 Delinquent APRIL 1, 2018

OSTER BRIAN DALE  
3700 28TH ST TRLR 48  
SIOUX CITY, IA 51105

OSTER BRIAN DALE  
3700 28TH ST TRLR 48  
SIOUX CITY, IA 51105

087 087 SC LL SIOUX CITY COMM

087 087 SC LL SIOUX CITY COMM

**MAKE CHECKS PAYABLE TO WOODBURY COUNTY TREASURER. WE ACCEPT DISCOVER, MC & VISA (FEES APPLY) IN OFFICE PAYMENTS WITH DEBIT CARDS (\$2.00 FEE) AND CASH.**

**THERE IS A \$30.00 RETURNED CHECK CHARGE PHONE 712-279-6495**

Tax District: 087 087 SC LL SIOUX CITY COMM

Vin: NEB59A24340S

Parked At: 001 3700 28TH ST LAKE FOREST

Year: 1995 Make: COLT

Title: 97AC83858

Model: 66X16/LOT 48 Color: GREEN

**INDEXING** Delinquent Tax, Specials, Drainage

Square Ft:	1,056.0
Gross Tax:	\$168.00
Total Credit:	\$.00
Advance Payment:	\$.00
<b>Net Tax:</b>	<b>\$168.00</b>

009713644  
DED  
OSTER BRIAN DALE  
3700 28TH ST TRLR 48  
SIOUX CITY, IA 51105

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**WOODBURY COUNTY TREASURER**

**MICHAEL R CLAYTON**

822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Receipt#:  
**674**

SEPT 1, 2017

\$84.00

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

CHECK# \_\_\_\_\_

MARCH 1, 2018

\$84.00

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

CHECK# \_\_\_\_\_

**WOODBURY COUNTY, IOWA**

**RESOLUTION #**

**RESOLUTION APPROVING ABATEMENT OF TAXES**

**WHEREAS**, Janet Lee Rohrbaugh is the titleholder of a mobile home VIN 77A6571 located in Woodbury County, Iowa and legally described as follows:

VIN 77A6571

1977 Bonnavilla mobile

**WHEREAS**, the above-stated mobile home has taxes payable including special assessments and the mobile home is owned by Janet Lee Rohrbaugh

**WHEREAS**, these taxes are uncollectable or impractical to pursue collection through personal judgment or tax sale.

**WHEREAS**, the Board of Supervisors sees that good cause exists for the abatement of these taxes and;

**NOW, THEREFORE, BE IT RESOLVED**, that the Woodbury County Board of Supervisors hereby abates the taxes owing on the above parcel according to Code of Iowa, 445.16 for the taxes owed and hereby directs the Woodbury County Treasurer to abate these aforementioned taxes from the tax records.

**SO RESOLVED** this 26th day of June, 2018.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

---

Patrick F. Gill  
Woodbury County Auditor/Recorder

---

Rocky De Witt, Chairman



**WOODBURY COUNTY TREASURER**  
**MICHAEL R CLAYTON**  
822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home  
2017/2018 781  
77A6571

**WOODBURY COUNTY TREASURER**  
**MICHAEL R CLAYTON**  
822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Mobile Home  
2017/2018 781  
77A6571

TAX DUE: **Full Year** or **SEPT 1, 2017**

**\$200.00**

**\$100.00**

DED 9713919

Delinquent OCTOBER 1, 2017

TAX DUE: **MARCH 1, 2018**

**\$100.00**

DED 9713919 Delinquent APRIL 1, 2018

ROHRBAUGH JANET LEE  
UNABLE TO FORWARD

ROHRBAUGH JANET LEE  
UNABLE TO FORWARD

087 087 SC LL SIOUX CITY COMM

087 087 SC LL SIOUX CITY COMM

**MAKE CHECKS PAYABLE TO WOODBURY COUNTY TREASURER. WE ACCEPT DISCOVER, MC & VISA (FEES APPLY) IN OFFICE PAYMENTS WITH DEBIT CARDS (\$2.00 FEE) AND CASH.**

**THERE IS A \$30.00 RETURNED CHECK CHARGE PHONE 712-279-6495**

Tax District: 087 087 SC LL SIOUX CITY COMM

Vin: 77A6571

Parked At: 001 3700 28TH ST LAKE FOREST

Year: 1977 Make: BONNAVILLA

Title: 97AD10362

Model: 48X26/LOT442 Color: GRY/WHI

INDEXING Delinquent Tax, Specials, Drainage

Square Ft:	1,248.0
Gross Tax:	\$200.00
Total Credit:	\$ .00
Advance Payment:	\$ .00
<b>Net Tax:</b>	<b>\$200.00</b>

009713919  
DED  
ROHRBAUGH JANET LEE  
UNABLE TO FORWARD

Online Payment Available at: [www.iowatreasurers.org](http://www.iowatreasurers.org)

**WOODBURY COUNTY TREASURER**  
**MICHAEL R CLAYTON**  
822 DOUGLAS ST RM 102  
SIOUX CITY IA 51101  
taxdept@woodburycountyiowa.gov

Receipt#:  
**781**

SEPT 1, 2017 \$100.00  
Date Paid: \_\_\_\_\_  
CHECK# \_\_\_\_\_

MARCH 1, 2018 \$100.00  
Date Paid: \_\_\_\_\_  
CHECK# \_\_\_\_\_

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

#9

Date: 06/20/18

Weekly Agenda Date: 06/26/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Pat Gill - Auditor

**WORDING FOR AGENDA ITEM:**

Approval of Tyler Software Financial and Real Estate Conversion Project

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

To improve the efficiencies, effectiveness, and accuracy of our county's services, the Auditor/Recorder, Treasurer, and both Assessors agree that there is a need to share a common software for financial accounting (accounts payable and payroll) and real estate. Referrals from other counties in Iowa resulted in the decision to research Tyler Technologies as a new software vendor for Woodbury County. Tyler Technologies provides software packages to 54 counties in Iowa and is the largest software company in the nation focusing solely on providing services to the public sector. The principal reason for this proposed change is the outcome of the use of three different software products by the Auditor/Recorder, Treasurer and Assessors Offices causing inefficiencies and potential for errors in transfers between the softwares. This project proposes converting the current real estate and financial software to Tyler Technologies, including: Property Tax and Real Estate for tax parcel management, Eagle Recorder for recording and indexing, InCode 10 for financials- including payroll and accounts payable, Tyler Content Management for imaging documents, Tyler Transparency for public access to County data, Executime & Attendance as an electronic time card system, Real Estate Web Plug in as a public access point to recorded documents, also included is inventory and work order programming for improved inventory tracking that is integrated within the financial system.

**BACKGROUND:**

In January of this year, the Woodbury County Auditor's Office reached out to Tyler Technologies requesting a presentation about their real estate and financial software. The Auditor/Recorder, Treasurer, and Assessor agree that a common software is needed. Tyler's presentations were well received by all offices. Additionally, outside references from other agencies have been very positive. This agenda item is intended to address any questions or concerns that the Woodbury County Board has regarding Woodbury County's goal of obtaining Tyler as the common software to be used by the Assessors', Auditor's, Recorder's, and Treasurer's Offices and to request approval of the project. The anticipated benefits of converting to a common software within the County includes an increase in efficiencies and transparency, a decrease in errors, better customer service, available on-line and in person training, and more self-sufficient users.

For real estate, Woodbury County currently is using two different software packages -Tyler Technologies is used in both Assessors' Offices and Solutions is used in the Auditor's, Recorder's, and Treasurer's Offices. Transferring from one software to another is a complex task with countless variables that need to be considered. This year, we have had to task WCICC with several weeks of work to help with balancing valuations due to transfer problems – something that would not be an issue if we were all using the same software. More currently, the Assessors' and Auditor's Offices have recognized that the Business Property Tax Credit file (BPTC) in the Auditor's Office did not carry the new credits from Tyler into Solutions when the files were rolled. This has resulted in extra work and time for the Assessors to update the Solutions file. Additionally, each time there is a need for both departments to enter information into their software, there is a greater chance of error with the duplicate entries.

For financials, the Auditor's Office uses HTE and the Treasurer's Office uses Solutions. This has been the source of Material Weaknesses in our annual audit. Our external Auditor has recommended that we can eliminate some of our findings if we were all on the same software. Currently, we spend hours reconciling, manually calculating the amounts that need to be transferred and relying on spreadsheets and manual entry to communicate amounts that need to be moved to cover adjusting entries and fund transfers. A common software would reduce the room for error that is present in our current platform.

To assess the costs of a common software in the county, we have been meeting with WCICC to estimate the cost associated with the infrastructure. Using Tyler's specs, we have worked with our project manager and the WCICC staff to assess the needs to support the software. It was determined that the best approach is to incorporate the infrastructure into the existing IT platform.

**FINANCIAL IMPACT:**

Implementation (non-recurring) - \$462,327.00

Annual Cost - 5 year perpetual license - \$139,653.00 per year (Option to renew for year 6 with no more than 5% increase and no increase in years 7 and 8)

Annual Cost (Inventory & Work Orders) - \$12,025.00 per year

It also should be noted that we recognize the costs that we currently pay towards HTE (GMBA and Payroll) and Solutions (real estate). Our proposal is to maintain the current software for two years - the year of implementation (FY19), and the first year of using Tyler Technologies (FY20). We plan to work with WCICC during the latter part of this time frame to determine the County portion that should be eliminated from the Superior (HTE) and Solutions billing.

Also to note, Jeff Peters with Williams & Co advised that they have billed about \$15,000.00 extra for our audit due to the duplicate software creating extra work in getting the trial balances to work.

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

Yes  No

**RECOMMENDATION:**

Approval of the Tyler Software Financial and Real Estate Conversion Project

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to Approve the Tyler Software Financial and Real Estate Conversion Project.  
Motion to receive and sign the Tyler Software Service Agreement.  
Motion to receive and sign the BECA IT and Software Services Agreement.

# Project Estimate

**Woodbury County**  
**Financial Project - Non-Recurring Budget**

<u>Description</u>	<u>Non-Recurring Fees</u>	<u>Total Non-Recurring Costs</u>
<b>Tyler On-Premise Software (Proposal Expires October 2, 2018)</b>		
<b>Professional Services &amp; Hardware</b>		
Implementation Services - Tax & Eagle	\$50,000	
Implementation Services - Financial & Personnel	\$58,000	
Business Process Review - Financial & Personnel	\$5,000	
Business Process Review - Tax & Eagle	\$0	
Project Management	\$5,000	
Data & Conversion Assistance Fees - Existing solutions Tax Apps	\$0	
Data & Conversion Assistance Fees - Financial and Personnel	\$30,000	
Data & Conversion Assistance Fees - RVI Images for Eagle	\$6,000	
<b>Additional</b>		
Implementation Services & Data Conversion - TCM-EE	\$36,760	
Implementation Services - Tyler Transparency	\$4,500	
Implementation Services - ExecuTime Time & Attendance	\$16,000	
Implementation Services - Web Plug-In	\$1,000	
Engineer Office Training (hourly estimate 184 hrs at \$125.00 hr)	\$23,000	
<b>Services Sub-Total</b>		<b>\$235,260</b>
<b>Travel Expenses</b>		
Travel Expenses (Billed as Incurred)	\$40,000	
<b>Travel Expenses Sub-Total</b>		<b>\$40,000</b>
<b>Third Party Extraction Services</b>		
Data export and mapping services - GMBA (HTE)	\$1,800	
Data export and mapping services - Payroll (HTE)	\$700	
Data export and mapping services - Cash Receipts (HTE)	\$400	
Data export and mapping services - Fixed Assets (HTE)	\$400	
Data export and mapping services - Recorder (Solutions)	\$1,500	
Data export and mapping services - Auditor/Treasurer Real Estate (Solutions)	\$2,300	
Data export and mapping services - Treasurer Financial data (Solutions)	\$900	
Data export and mapping services - RVI (Data extraction fee)	pending	
<b>Third Party Data Conversion Costs - Sub-Total</b>		<b>\$8,000</b>

**Woodbury County**  
**Financial Project - Non-Recurring Budget**

<u>Description</u>		<u>Non-Recurring Fees</u>	<u>Total Non-Recurring Costs</u>
<b>Infrastructure Costs</b>			
Qty	<b>DMZ - Internet Facing Web Services</b>		
	1 Server	\$13,500	
	1 VMWare vSphere Enterprise	\$2,882	
	1 Microsoft Windows Server 2016 Standard Edition License	\$758	
	8 Microsoft Windows User (computer access license)	\$400	
	8 Microsoft Windows Remote Desktop (computer access license)	\$1,600	
	1 10 Gb Switches and Optics	\$7,500	
	<b>DMZ Hardware and Software Sub-Total</b>		<b>\$26,640</b>
Qty	<b>Private Network</b>		
	2 Server, 2x8 Xeon, 384 Gb, 2x10 Ge NIC's, 2x16 Gb FC HBA	\$36,000	
	4 VmWare Vsphere Enterprise Plus	\$12,329	
	4 Microsoft Windows Server 2016 Data Center License	\$20,098	
	2 Backup Agent (ESXI host license)	\$3,000	
	1 Backup Appliance / Storage, 70 TB	\$25,000	
	1 Shared Storage, Nimble Expansion	\$28,000	
	1 Storage Replica for HA/DR, Nimble Expansion	\$28,000	
	<b>Private Network Sub-Total</b>		<b>\$152,427</b>
	<b>Grand Total - Non-Recurring Costs</b>		<b>\$462,327</b>

# Tyler Contract



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Woodbury County, IA.
- **“Data”** means your data necessary to utilize the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and



includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software.

- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we

do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
  - 6.2 You will host data on your internal server.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably

require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

#### **SECTION D – THIRD PARTY PRODUCTS**

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

#### **SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that

outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

## **SECTION F – TERM AND TERMINATION**

1. **Term.** The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, we agree not to increase annual SaaS fees by more than 5% for year six (6) and will not increase in years seven (7) and eight (8). Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
    - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through

the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

- b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and
- c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION H – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.



10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- |           |  |
|-----------|--|
| Exhibit A | Investment Summary   |
| Exhibit B | Invoicing and Payment Policy<br>Schedule 1: Business Travel Policy |
| Exhibit C | Support Call Process   |
| Exhibit D | Statement of Work  |

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Woodbury County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Address for Notices:

Woodbury County  
620 Douglas Street; Room 103  
Sioux City, IA 51101  
Attention: Michelle Skaff



## **Exhibit A**

### **Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Investment Summary**

Michelle Skaff  
Woodbury County



<b>Prepared for:</b> Woodbury County  <b>Contact Person:</b> Michelle Skaff <b>Address:</b> 620 Douglas St Room 103 Sioux City, IA 51101-1248 712-279-6702  <b>Phone:</b> <b>Fax:</b> <b>Email:</b> miskaff@woodburycountyiowa.gov	<b>Contract ID # :</b> 2018-0083
	<b>Issue Date:</b> 06/04/18
	<b>Sales Rep:</b> R. Pieracci
	<b>Tax Exempt:</b> Yes / No

Product, Service & Equipment	Upon Execution	Due by July, 15 2019	As Agreed Upon	As Progress Occurs	Totals	Annual Fees
<b>Total Subscription Fees</b>	34,913	104,739			139,653	139,653
<b>Total Professional Services</b>						
<i>Implementation</i>				151,000	151,000	
<i>Project Management</i>				10,000	10,000	
<i>Data Conversion</i>				51,260	51,260	
<b>Totals</b>	<b>34,913</b>	<b>104,739</b>	<b>-</b>	<b>212,260</b>	<b>351,913</b>	<b>139,653</b>

*Please Note: Travel expenses will be billed as incurred.*

## Subscription Summary - On Premises

Michelle Skaff  
Woodbury County  
June 4, 2018



Expiration Date:  
October 2, 2018

### Investment Summary

#### Professional Services & Hardware

#### One-Time Fees

Implementation Services	50,000	Tax & Eagle
Implementation Services	58,000	Financial/Personnel
Business Process Review - Financial/Personnel	5,000	
Business Process Review - Tax/Eagle	<b>No Fees</b>	Existing Solutions Tax Apps
Project Management	5,000	
<b>Subtotal</b>	<b>118,000</b>	
Data & Conversion Assistance Fees	<b>No Fees</b>	Existing Solutions Tax Apps
Data & Conversion Assistance Fees	30,000	Financial & Personnel
Data & Conversion Assistance Fees	6,000	RVI Images for Eagle
<b>Additional</b>		
Implementation Services & Data Conversion	36,760	(TCM-EE)
Implementation Services	4,500	(Tyler Transparency)
Implementation Services	16,000	(ExecuTime Time & Atten.)
Implementation Services	1,000	(Web Plug In)
<b>Subtotal</b>	<b>94,260</b>	
<b>Services</b>	<b>Total</b>	<b>212,260</b>

#### Not included:

Travel Expenses - Billed as Incurred Estimated at \$35,000 to \$40,000 - May Vary  
 \*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.  
 Optional Additional Modules not included in estimate above. Will add to estimated travel.  
 Third Party Extraction Fees for Solutions, RVI Imaging, HTE Financial/Payroll

#### Subscription - On-Premise

#### Annual Fees

Subscription - On-Premise		Annual Fees
Length of Agreement	5 Years - 60 Months	<b>Fixed for 5 Years</b>
Annual Subscription Fee - Property Tax & Eagle Indexing	35,840	
Annual Subscription Fee - Imaging Portion- Eagle Recorder (RVI)	5,000	
Annual Subscription Fee - Financial/Personnel	54,769	
<i>Unlimited Users - Incode 10 Financial, Personnel, Tax Eagle Recorder - See Next Page for Users</i>	<b>Subtotal</b>	<b>95,609</b>
<b>Additional</b>		
Annual Fee - Network Services	1,800	
Tyler University - Continuing Education	3,000	
Tyler Content Management Enterprise Edition	16,670	Replaces RVI
Tyler Transparency	8,841	
ExecuTime Time & Attendance	9,758	
Real Estate Web Plug-In	3,975	
<b>Subtotal Additional</b>	<b>44,044</b>	<b>44,044</b>
<b>Total</b>		<b>139,653</b>

## Software Licenses

Michelle Skaff  
Woodbury County  
June 4, 2018



Application Software	QTY	Estimated Hours	Estimated Services	Estimated Services	Annual Subscription Fee
<b>Incode Financial Management Suite</b>				30,000	<b>35,770</b>
Core Financials		180	22,500		25,368
<i>Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures)</i>					
Drainage Module		32	4,000		Included
Fixed Assets		16	2,000		3,806
Project Accounting		12	1,500		6,596
<b>Incode Personnel Management Suite</b>				28,000	<b>18,999</b>
Personnel Management (Includes Position Budgeting) (Payroll & HR)		180	22,500		18,499
Employee Self Service (Number of FTE Employees) (Employee Portal)	363	40	5,000		N/C
Applicant Tracking Interface (NeoGov)		4	500		500
<b>INCODE Property Tax Management/Eagle Recorder</b>				70,000	<b>35,840</b>
Incode 10 Property Tax Management System	1	552	69,000		
<b>Note: AUDITOR &amp; TREASURER ONLY - (Assessors currently use Incode 10 Property Tax)</b>					
Iowa Property Tax Management System					
- Valuations/Tax Billing/TIF					
- Drainage/Special Assessments					
- Tax Sale					
- Apportioning/Collection					
- ACH/Disbursements					
- Transfer Book					
- Cashiering for Tax and Misc Receipts					
- GIS Integration					
- Live QBE interface to data structures					
- Tyler Web Plug In - **Services only*		8	1,000		
<b>Eagle Land &amp; Vital Records Suite</b>	1			30,000	<b>5,000</b>
<b>Eagle Recorder</b>				Imaging Portion	5,000
Base License Fee	1	240	30,000		
Full Use License (per user) Recorder	9				
Full Use License (per user) IT Staff	7				
Public View Licenses (per user) - Recorder	2				
Public View Licenses (per user) - Abstractor (Remote Access)	8				
Public View Licenses (per user) - County P & Z	2				
Public View Licenses (per user) - Treasurer	3				
Public View Licenses (per user) - County Assessor	3				
Public View Licenses (per user) - City Assessor	5				
Public View Licenses (per user) - Auditor	2				
Public View Licenses (per user) - Veteran Services	4				
Public View Licenses (per user) - City of Sioux City P & Z	14				
<b>Professional Services</b>				10,000	
<b>Professional Services</b>					
Project Management		40	5,000		
Business Process Review for Financial/Personnel		40	5,000		
Business Process Review for Tax		40	<b>No Fees</b>		
<b>Incode Application Subtotal</b>		1,264	158,000		95,609
<b>Professional Services Subtotal</b>		80	10,000		
<b>Subtotal</b>			168,000		
<b>Less 50% Discount on Tax &amp; Eagle Implementation</b>			<b>(50,000)</b>		
<b>Application and System Software Total</b>		<b>1,344</b>	<b>\$118,000</b>		<b>95,609</b>

Application Software - Additional	QTY	Estimated Hours	Estimated Services	Estimated Services	Annual Fee
<b>Incode Financial Management Suite</b>				4,500	8,841
Tyler Citizen Transparency		36	4,500		
Tyler Web Plug In		Hours Listed above			3,975

**Professional Services**

Michelle Skaff  
Woodbury County  
June 4, 2018



Conversion Services	QTY	Programming Fee	Hours	Estimated Services	Conversion Fee
<b>Financial Applications</b>					18,000
<b>General Ledger</b>		5,000	48	6,000	
- Chart of Accounts 2 years history plus current year					
Legacy/Historical Views			4	500	
<b>Accounts Payable</b>		4,000	16	2,000	
- Vendor Master 2 years history plus current year					
Legacy/Historical Views			4	500	
<b>Fixed Assets</b>					
Import if required					
<b>Personnel/Payroll Applications</b>					12,000
<b>Personnel Management/Payroll</b>		7,500	32	4,000	
- Employee Master, Deductions/Taxes, Retirement, Current Leave Totals, Current Direct Deposit 2 years history plus current year					
Legacy/Historical Views			4	500	
<b>Tax Applications</b>					50,000
<b>Iowa Property Tax Management System</b>		40,000	80	10,000	
Auditor and Treasurer data as described in the Incode 10 Tax Conversion Specification					
<b>Conversion Services Total</b>				23,500	80,000
<b>Less 100% Discount on Tax</b>					<b>(50,000)</b>
<b>Conversion Services Total</b>					<b>30,000</b>

**Third Party Extraction Resource for Solutions Tax & HTE Financial/Payroll**

*Third Party Fees are not included above for BECA IT Services*

**Becky Akard**

**BECA IT and Software Services LLC**

Rebecca Akard | 806 787-5484 | beca.akard@suddenlink.net



## Professional Services

Michelle Skaff  
Woodbury County  
June 4, 2018



### Conversion Services - for Eagle and TCM

<b>EAGLE RECORDER Index Conversion from Solutions</b>	12,000
<b>EAGLE RECORDER Images Conversion from RVI</b>	
Images	4,000
Include Redactions	1,000
Include Annotations	1,000
<b>Conversion Services Subtotal</b>	<b>18,000</b>
<b>Less 100% Discount on Solutions Indexing Data Conversion</b>	<b>-12,000</b>
<b>Conversion Services Total</b>	<b>6,000</b>

RVI Imaging Files are to be extracted by county or RVI for Eagle Recorder. Above services are for extracted data, images, redactions, and annotations as required in the Tyler conversion specification.

## Tyler On Demand - Tyler U

Michelle Skaff  
Woodbury County  
June 4, 2018



### Service

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#### Tyler On Demand - Tyler U

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##### Tyler U Subscription

- E-learning courses available for all employees during the subscription period \$ 3,000
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

*Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: [www.learningmarket.org](http://www.learningmarket.org)*

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**Tyler Online Training Center Total**

## Subscription Summary

Michelle Skaff  
Woodbury County  
June 4, 2018



**TCM - Enterprise**

### Cost Summary - Tyler Content Management

Professional Services & Hardware	Hours	Cost
Implementation Services - Estimated		21,500
<b>Includes:</b>		
Configuration/Setup	16	
TCM & Advanced OCR Training	156	
Conversion Services		15,260
<b>Services</b>	<b>172</b>	<b>36,760</b>

*\*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

On Premise Subscription	Annual Fees
Length of Agreement	5 Years - 60 Months
FIXED Fee for 5 years	16,670
<i>(Replaces RVI existing Software Maintenance allocated to Woodbury County)</i>	
<b>Summary</b>	<b>16,670</b>

### Description

#### **Tyler Content Manager Enterprise Edition (Bundle)**

- Unlimited Full Users
- Unlimited Retrieval Users
- TCM SE Integration with Incode apps
- Scan Station Licensing
- Advanced OCR

# Software Licenses

Michelle Skaff

Woodbury County

June 4, 2018



## TCM - Enterprise

Application Software	QTY	Hours	Estimated Services	Estimated Services
<b>Tyler Content Manager Enterprise Edition</b>				21,500
<b>Tyler Content Manager Enterprise Edition (Bundle)</b>		140	17,500	
Unlimited Full Users				
Unlimited Retrieval Users				
TCM SE Integration with Incode apps				
Scan Station Licensing				
<b>ADD: Advanced OCR</b>		16	2,000	
Configuration and Set up		16	2,000	
<b>Application and Software Total</b>		<b>172</b>		<b>21,500</b>

## Professional Services

Michelle Skaff  
Woodbury County  
June 4, 2018



**TCM - Enterprise**

Conversion Services - TCM	Conversion Services
<b>Base Conversion - up to 15 Document Types 1,000,000+ documents</b>	
Data and Images	15,260
Include Annotations	
Include Redactions	
<b>Conversion Services Subtotal</b>	15,260
<b>Conversion Services Total</b>	15,260

**RVI likely will charge a fee for data extraction. Not included above.**

## Subscription Summary

Michelle Skaff  
Woodbury County  
June 4, 2018



**ExecuTime**

### Cost Summary - ExecuTime

<u>Professional Services &amp; Hardware</u>	<u>Hours</u>	<u>Cost</u>
Implementation Services - Estimated	128	16,000
<b>Services</b>	<b>128</b>	<b>16,000</b>

*\*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.*

<u>On Premise Subscription</u>	<u>Annual Fees</u>
Length of Agreement	5 Years - 60 Months
FIXED Fee for 5 years	9,758
<b>Summary</b>	<b>9,758</b>

## Software Licenses

Michelle Skaff

Woodbury County

June 4, 2018



### ExecuTime

Application Software	Users	Hours	Estimated Services	Estimated Services	Annual Fee
<b>ExecuTime</b>				16,000	
ExecuTime Time and Attendance - up to 500ee		128	16,000		8,714
ExecuTime Time and Attendance - Mobile Access License		0	0		1,044
				Subtotal	9,758
Incode Import Interface - ExecuTime		0	0		0
Incode Export Interface - ExecuTime		0	0		0
<b>Application and Software Total</b>		<b>128</b>	<b>16,000</b>	<b>16,000</b>	<b>9,758</b>



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced as follows: (a) 25% on July 31, 2018; (b) on or before July 15, 2019 for fees from July 1, 2019 to June 30, 2020. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. We agree not to increase annual SaaS fees by more than 5% for year six (6) and will not increase in years seven (7) and eight (8).
2. Other Tyler Software and Services.
  - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
  - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
  - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
  - 2.4 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
  - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
  - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth



in this Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

2.8 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B**  
**Schedule 1**  
**Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

## 2. Ground Transportation

### A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

### C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

### D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

## 3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

#### 4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

##### A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

##### Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

##### Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

##### B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.\*

\*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

## 5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

## 6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



## Exhibit C Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

### Issue Handling

#### Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

#### Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client

is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





**Exhibit D**  
**Statement of Work**

# Statement of Work

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*Tyler Technologies*

## Prepared for:

**Woodbury County**  
Michelle Skaff  
620 Douglas, Rm. 103, Sioux City, IA 51101

## Prepared by:

**Ron Pieracci**  
1315 S Bell Ave Ste 102, Ames IA 50010  
Tyler Technologies, Inc.  
[www.tylertech.com](http://www.tylertech.com)

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# 1 Executive Summary

## 1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer Woodbury County the opportunity to make the County more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

## 1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the County’s functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Financials
Incode	Personnel Management
Incode	Tax
Eagle	Recorder
ExecuTime	Time & Attendance
Tyler Content Manager	Document Management

## 1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

## 1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute’s (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler’s Public Sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the County’s complexity, and organizational needs.

## 2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the Project Manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the County collaborate to resolve project challenges according to defined escalation paths. In the event Project Managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the County steering committee become the escalation points to triage responses prior to escalation to the County and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The County and Tyler executive sponsors serve as the final escalation point.

### 2.1 Client Governance

Depending on the County's organizational structure and size, the following governance roles may be filled by one or more people:

#### 2.1.1 Client Project Manager

The County's Project Manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The County Project Manager(s) will be responsible for reporting to the County steering committee and determining appropriate escalation points.

#### 2.1.2 Steering Committee

The County steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the County Project Manager(s) and the Project as a whole and through participation in regular internal meetings, the County steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The County steering committee also provides support to the County Project Manager(s) by communicating the importance of the Project to all impacted departments. The County steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The County steering committee also serves as primary level of issue resolution for the Project.

### 2.1.3 Executive Sponsor(s)

The County's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the County steering committee, Project Manager(s), and Functional Leads to make critical business decisions for the County.

## 2.2 Tyler Governance

### 2.2.1 Tyler Project Manager

The Tyler Project Manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the County. As requested by the County, the Tyler Project Manager(s) provide regular updates to the County's steering committee and other Tyler governance members.

### 2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler Project Manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager(s) or with the County management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

### 2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

## 2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The County shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the County does not provide acceptance or acknowledgement within five (5) business



days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the County does not agree the particular Deliverable or Control Point meets requirements, the County shall notify Tyler Project Manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The County shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the County does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 3 Overall Project Assumptions

### 3.1 Project, Resources and Scheduling

- Project activities will begin, as mutually agreed to, after the Agreement has been fully executed.
- The County has the ability allocate additional internal resources if needed.
- The County also ensures the alignment of their budget and Scope expectations.
- The County and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Abbreviated timelines and overlapped Phases can result in project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the County Project Manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the County Project Manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- County users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The County is responsible for making decisions based on the options available.
- In the event the County may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the County's responsibility to define, document, and implement.
- The County makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The County will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

### 3.2 Data Conversion

- The County will provide file layouts associated with data extract(s)
  - The approved file layout, unless otherwise agreed to, is a fixed length ASCII file layout for each data extract
- The County understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance
- The County is solely responsible to ensure all required data is extracted and provided to Tyler for accurate and complete data population in the Tyler database
- The County understands each Legacy System data extract submitted for conversion includes all associated records in a single file

- The County will utilize a single standard file layout for records containing similar data elements. This allows Tyler to use one set of scripts to move Legacy data into the Tyler database
- The County agrees to produce the needed data extract(s) from the static Legacy System database to Tyler on the specified due date(s)
- At the time the Legacy System data extract(s) are created, the County will either freeze the Legacy System database containing the extracted data or produce reports and detail screen captures using the extracted data to reconcile the converted data within the Tyler solution
- The County agrees to provide resources with in-depth knowledge of the Legacy solutions data and data structure to work collaboratively with Tyler resources to drive the mapping of the data to the Tyler solution(s)
- The County will grant Tyler access to the Legacy System to assist with understanding data relationships to improve the accuracy and quality of the converted data
- Tyler will create one set of scripts to move Legacy System data of similar characteristics to the Tyler database
- The County agrees to provide resources with in-depth knowledge of the Legacy solutions' data to validate the data once populated within the Tyler database
  - Tyler will perform an initial data validation, but it is the responsibility of the County to ensure the quality and accuracy of the data loaded to the Tyler database
- The County and Tyler will work in an iterative process to validate data, correct data, validate, etc. until the data is reasonably sound
- The County may need to correct data scenarios in the Legacy System prior to the final data extract(s) being created
- During Production Cutover, the County may need to manually add or adjust data after data has been loaded into the production database as mutually agreed to prior to the load

### 3.3 Data Exchanges, Modifications, Forms and Reports

- The County ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3<sup>rd</sup> party software or Tyler Standard Data Exchange tools may not be available.
- The County is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Control process.
- The County testing environment contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing
- The County is responsible for verifying the performance of the Modification as defined by the specification

## 3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The County will provide network access for Tyler modules, printers, and Internet access to all applicable County and Tyler project staff.
- The County has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The County's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the County does not meet minimum standards of Tyler's published specifications.

## 3.5 Environments and Databases

- Tyler will establish three (3) software environments and three (3) databases for the Project. The environments will be production, train and test. Each environment will have a corresponding database named the same as the environments; production database, train database and test database
- The test environment will be used by Tyler to build the solution. Tyler will use the test database for testing and reviewing converted data. Tyler will also use the test database to present completed Deliverables to the County for acceptance. Once Deliverables have been accepted, they will be moved to the production and train environments
- The train database will be used by the County for reviewing the converted data, testing, and training
- At Production Cutover the production database will be used for processing daily functions

## 3.6 Education

- Throughout the Project lifecycle, the County provides a training room for Tyler staff to transfer knowledge to the County's resources, for both onsite and remote sessions. The County will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the County will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The County determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The County provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a County provided projector, allowing all attendees the ability to actively engage in the training session.
- Tyler is responsible for providing formal training on all functional areas of the software to the County's designated Power Users. The County will designate up to fifteen (15) Power Users for any specific class. The Power Users will vary based on agenda topics and area of the assessment office that the class pertains to. Power Users will then be empowered with the knowledge to conduct training to County End Users. In addition, informal education will occur leading up to the formal training sessions. Every time Tyler resources work with County staff to demonstrate a

specific function/feature/executable with the County is an opportunity to better understand and appreciate the Tyler solution

- Tyler will conduct one (1) formal training session for each of the functional areas of the software. The functional areas covered will allow the County to utilize the software. The County is responsible for assigning the appropriate Power Users to attend these sessions
- Tyler follows a train-the-trainer approach to allow County Power Users attending the sessions to disseminate the knowledge being learned during Tyler lead sessions to other County users
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

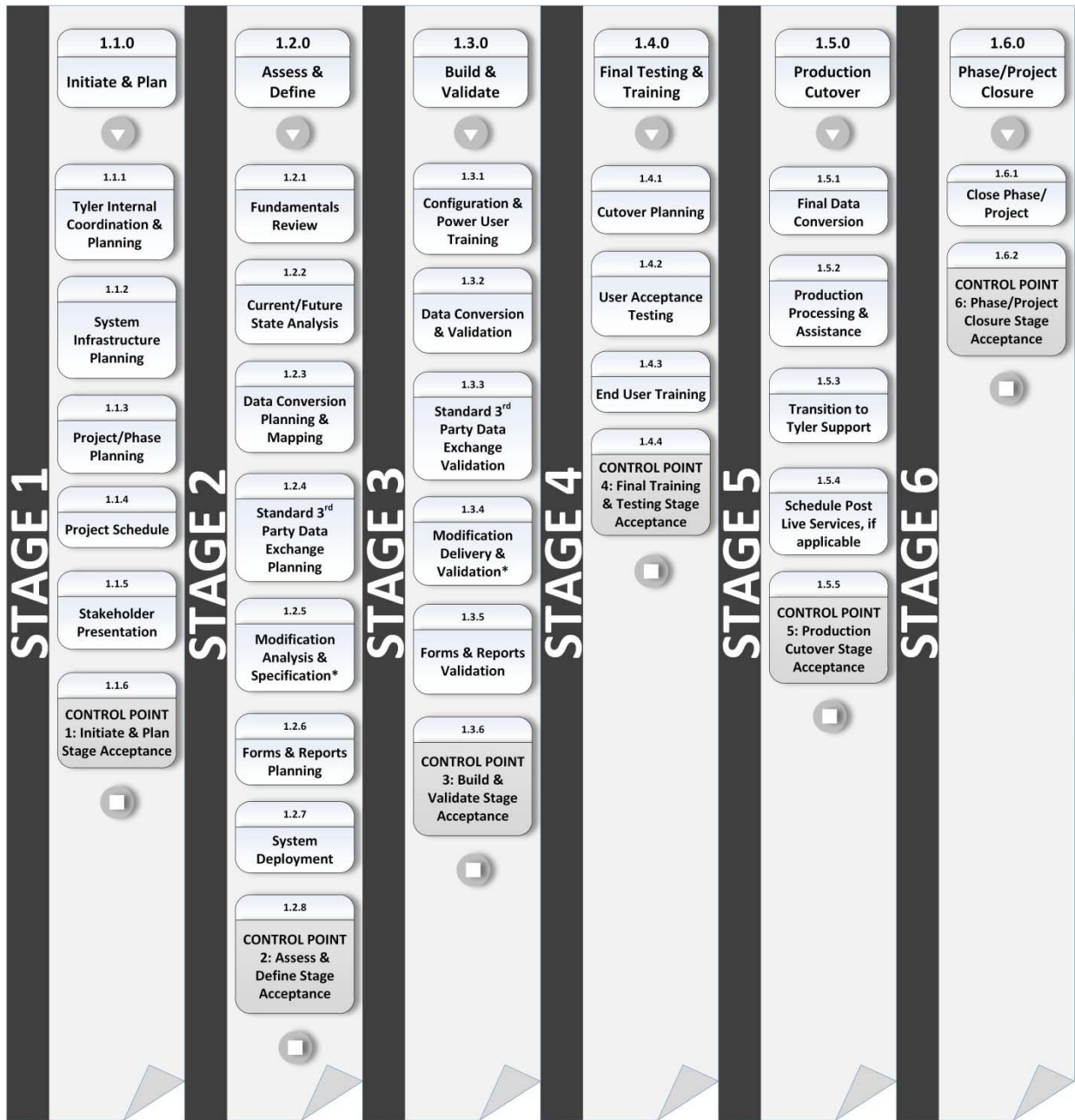
### 3.7 Assumption Mitigation

- In the event that any assumptions are not met or prove to be invalid the parties agree to work in good faith to mitigate any resulting issues

## 4 Implementation Stages

### 4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



\* - If included in project scope

## 4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of County and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. County participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

### 4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns Project Manager(s). Tyler provides the County with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. County participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the County’s team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler Project Manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												



## 4.2.2 System Infrastructure Planning

The County provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the County’s site. The County completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

### 4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler Project Manager(s) deliver an Implementation Management Plan, which is mutually agreeable by County and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

## 4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

## 4.2.5 Stakeholder Presentation

County stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, project schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

## 4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
  - Objective: Update and deliver baseline management plans to reflect the approach to the County's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: County reviews and acknowledges Implementation Management Plan
- Project Plan/Schedule
  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: County acceptance of schedule based on County resource availability and Project budget and goals.

### 4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

## 4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current County business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring County collaboration. The County shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

### 4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I								A	R		I					C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

### 4.3.2 Current/Future State Analysis

County and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER							CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the County, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan				I	I						C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

### 4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the County’s Legacy System Applications to the Tyler system. Tyler staff and the County work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		



### 4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler’s responsibility to ensure the Tyler programs operate correctly. It is the County’s responsibility to ensure the third party program operates or accesses the data correctly.

The County and Tyler Project Manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

### 4.3.5 Customization Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The County reviews the specifications and confirms they meet County’s needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler’s intention is to minimize Customizations by using Standard functionality within the Application, which may require a County business process change. It is the responsibility of the County to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for County approval) for contracted program Customizations. Upon approval, Tyler will make the agreed upon Customizations to the respective program(s). Once the Customizations have been delivered, the County will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Customization Analysis & Specification, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C				C	
Develop specification document(s)	A		I	C			R					I	I		I				I	
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C				C	
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I				C	

### 4.3.6 Forms & Reports Planning

County and Tyler Project Manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Customization(s). Items not included in the Agreement could be either County-developed Reports or a newly discovered Customization that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review required Forms output			A	R									C	I	C						
Review and complete Forms options and submit to Tyler			I			I						A	R		C						
Review in Scope Reports			A	R								I	C		C						
Identify additional Report needs			I	C								A	R		C						
Add applicable tasks to Project schedule	A	R	I			C						C	I		I				I		

### 4.3.7 System Deployment

The Tyler Technical Services team installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

## 4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
  - Objective: Gather and document information related to County business processes for current/future state analysis as it relates to Tyler approach/solution.
  - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
  - Acceptance criteria: County acceptance of completed Questionnaire based on thoroughness of capturing all County business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
  - Objective: Define data conversion approach and strategy
  - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
  - Acceptance criteria: Data conversion document(s) delivered to the County, reflecting complete and accurate conversion decisions.
- Customization specification documents, if contracted
  - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the County's needs
  - Scope: Design solution for Customization
  - Acceptance criteria: County accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements
- Completed Forms options and/or packages
  - Objective: Provide specifications for each County in Scope form, Report and output requirements
  - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
  - Acceptance criteria: Identify Forms choices and receive supporting documentation
- Installation checklist
  - Objective: Installation of purchased Tyler software
  - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the County is hosted.
  - Acceptance criteria: Tyler software is successfully installed and available to authorized users, County team members are trained on applicable system administration tasks.

### 4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed

- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed
- Data conversion mapping and extractions completed and provided to Tyler

## 4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the County’s needs identified during the Assess and Define Stage, preparing the County for Final Testing and Training.

### 4.4.1 Configuration & Power User Training

Tyler staff collaborates with the County to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the County Power Users to prepare them for the Validation of the software. The County collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

## 4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the County, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the County reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the County to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Write and run data conversion program against Client data		A	I	C	R														C		
Complete initial review of data errors		A	I	C	R							I	I						C		
Review data conversion and submit needed corrections			I	C	I							A	C		R				C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C				C		



### 4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the County tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 <sup>rd</sup> Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 <sup>rd</sup> Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 <sup>rd</sup> party Data Exchange(s)			I	C								A	C	I	R			C		

#### 4.4.4 Customization Delivery & Validation, if contracted

Tyler delivers in Scope Customization(s) to the County for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed

STAGE 3	Customization Delivery & Validation, if contracted																				
	TYLER								CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C				I		C
Test contracted custom program(s) in isolated database				I	C			C				A	C		R				C		
Report discrepancies between specification and delivered contracted custom program(s)				I	I			I				A	R		C				C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C				I		

## 4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the County tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report Training			A	R								I	C		C					
Test Standard Forms & Reports			I	C		C						A	C		R			C		

## 4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
  - Objective: Convert Legacy System data into Tyler system
  - Scope: Data conversion program complete; deliver converted data for review
  - Acceptance criteria: Initial error log available for review
- Data conversion verification document
  - Objective: Provide instructions to the County to verify converted data for accuracy
  - Scope: Provide self-guided instructions to verify specific data components in Tyler system
  - Acceptance criteria: County accepts data conversion delivery; County completes data issues log
- Installation of Customizations on the County's server(s) \*except for hosted Clients
  - Objective: Deliver Customization(s) in Tyler software
  - Scope: Program for Customization is complete and available in Tyler software, Customization testing
  - Acceptance criteria: Delivery of Customization(s) results in objectives described in the County-signed specification.
- Standard Forms & Reports Delivered
  - Objective: Provide Standard Forms & Reports for review
  - Scope: Installation of all Standard Forms & Reports included in the Agreement
  - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4

### 4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Data conversions (except final pass) delivered
- Standard 3<sup>rd</sup> party Data Exchange training provided
- Customizations delivered and available for testing in Stage 4
- The County and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

## 4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the County review the final Cutover plan. A critical Project success factor is the County understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

### 4.5.1 Cutover Planning

County and Tyler Project Manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the County for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	I	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

## 4.5.2 User Acceptance Testing (UAT)

The County performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

### 4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day County processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. County users who attended the Tyler sessions may train any County users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

## 4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

### 4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
  - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover
  - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing
  - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates
- User Acceptance Test Plan
  - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - Scope: Testing steps for Standard business processes.
  - Acceptance criteria: Testing steps have been provided for Standard business processes.

### 4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Customization(s) tested and accepted, if applicable
- Standard 3<sup>rd</sup> party Data Exchange programs tested and accepted
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed



## 4.6 Production Cutover (Stage 5)

County and Tyler resources complete tasks as outlined in the Production Cutover Plan and the County begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the County transitions to the Tyler support team for ongoing support of the Application.

### 4.6.1 Final Data Conversion, if applicable

The County provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The County may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

## 4.6.2 Production Processing & Assistance

Tyler staff collaborates with the County during Production Cutover activities. The County transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

### 4.6.3 Transition to Tyler Support

Tyler Project Manager(s) introduce the County to the Tyler Support team, who provides the County with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

#### 4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler Project Manager(s) collaborate with County Project Manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																				
TASKS	TYLER								CLIENT												
	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Identify topics for post-production services			C	C								A	R	I	C					I	
Schedule services for post-production topics		A	R	I								C	C	I	C					I	

## 4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

### 4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase
  - Acceptance criteria: Data is available in production environment
- Support transition documents
  - Objective: Define strategy for on-going Tyler support
  - Scope: Define support strategy for day-to-day processing, conference call with County Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support
  - Acceptance criteria: the County receives tools to contact support and understands proper support procedures.

### 4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered
- Processing is being done in Tyler production
- Transition to Tyler support is completed
- Post-live services have been scheduled, if applicable

## 4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The County moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

### 4.7.1 Close Phase/Project

The County and Tyler Project Manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler Project Manager(s) review the Project budget and status of each contract Deliverable with the County Project Manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Customization Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

## 4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

### 4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
  - Objective: Provide comparison of contract Scope and Project budget
  - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
  - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

### 4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

# 5 Roles and Responsibilities

## 5.1 Tyler Roles and Responsibilities

Tyler assigns Project Manager(s) prior to the start of each Phase of the Project. The Project Manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

### 5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the project Deliverables to align with satisfying the County's overall organizational strategy
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions
- Acts as the counterpart to the County's executive sponsor

### 5.1.2 Tyler Implementation Management

- Acts as the counterpart to the County steering committee.
- Assigns initial Tyler project personnel
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process
- Attends County steering committee meetings as necessary
- Provides support for the project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives

### 5.1.3 Tyler Project Manager

The Tyler Project Manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
  - Validates contract compliance throughout the Project
  - Ensures Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Prepares and presents contract milestone sign-offs for acceptance by County Project Manager(s)
  - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning



- Update and deliver Implementation Management Plan
- Defines project tasks and resource requirements
- Develops initial project schedule and full scale Project Plan
- Collaborates with County Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the County to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
  - Establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the County any items that may impact the outcomes of the Project
  - Collaborates with the County's Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Sets a routine communication plan that will aide all project team members, of both the County and Tyler, in understanding the goals, objectives, current status and health of the project
- Team Management
  - Acts as liaison between project team and Tyler manager(s)
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
  - Assesses team performance and adjusts as necessary
  - Interfaces closely with Tyler developers to coordinate program Modification activities
  - Coordinates with in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler Project Manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Provides conversion Validation and error resolution assistance
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the County following configuration
- Assists during Production Cutover process and provides production support until the County transitions to Tyler Support
- Provides product related education

- Effectively facilitates training sessions and discussions with County and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the County's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan
- Keeps Tyler Project Manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

### 5.1.5 Tyler Sales

- Provide sales background information to Implementation during project initiation
- Support Sales transition to Implementation
- Provide historical information, as needed, throughout implementation

### 5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the County on the status and resolution of reported issues

## 5.2 County Roles and Responsibilities

County resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

### 5.2.1 County Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy
- Champions the project at the executive level to secure buy-in
- Authorizes required project resources
- Resolves all decisions and/or issues not resolved at the County steering committee level as part of the escalation process
- Actively participates in organizational change communications

### 5.2.2 County Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled steering committee meetings
- Provides support for the project team

- Assists with communicating key project messages throughout the organization
- Prioritizes the project within the organization
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources
- Monitors project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope
  - Schedule
  - project Goals
  - County Policies

### 5.2.3 County Project Manager

The County shall assign Project Manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the County Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from County to participate in discussions and make decisions in a timely fashion to avoid project delays.

- Contract Management
  - Validates contract compliance throughout the project
  - Ensures invoicing and Deliverables meet contract requirements
  - Acts as primary point of contact for all contract and invoicing questions
  - Signs off on contract milestone acknowledgment documents
  - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
  - Review and acknowledge Implementation Management Plan
  - Defines project tasks and resource requirements for County project team
  - Collaborates in the development and approval of the initial Project Plan and Project Plan
  - Collaborates with Tyler Project Manager(s) to plan and schedule project timelines to achieve on-time implementation
- Implementation Management
  - Tightly manages project budget and Scope and collaborates with Tyler Project Manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
  - Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the project Plan, as a whole, that is also in balance with Scope/budget
  - Collaborates with Tyler Project Manager(s) to establishes risk/issue tracking/reporting process between the County and Tyler and takes all necessary steps to proactively mitigate

- these items or communicates with transparency to Tyler any items that may impact the outcomes of the project
  - Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project
  - Routinely communicates with both County staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members
- Team Management
  - Acts as liaison between project team and stakeholders
  - Identifies and coordinates all County resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices
  - Provides direction and support to project team
  - Builds partnerships among the various stakeholders, negotiating authority to move the project forward
  - Manages the appropriate assignment and timely completion of tasks as defined in the project plan, task list, and production cutover checklist
  - Assesses team performance and takes corrective action, if needed
  - Provides guidance to County technical teams to ensure appropriate response and collaboration with Tyler technical support teams to ensure timely response and appropriate resolution
  - Coordinates in Scope 3<sup>rd</sup> party providers to align activities with ongoing project tasks

## 5.2.4 County Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to County Project Manager
- Prepares and Validates Forms
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Presentation
  - Implementation Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register

- Escalation of issues
- Communication with Tyler project team
- Coordination of County resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

### 5.2.5 County Power Users

- Participate in project activities as required by the project team and Project Manager(s)
- Provide subject matter expertise on County business processes and requirements
- Act as subject matter experts and attend current/future state and validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to County staff during and after implementation

### 5.2.6 County End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project Plan
- Utilize software to perform job functions at and beyond Production Cutover

### 5.2.7 County Technical Support

- Coordinates updates and releases with Tyler as needed
- Coordinates the copying of source databases to training/testing databases as needed for training days
- Extracts and transmits conversion data and control reports from County's Legacy System per the conversion schedule set forth in the Project Plan
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Coordinates Interface development for County 3<sup>rd</sup> party Data Exchanges.
- Develops or assists in creating Reports as needed

- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

### 5.2.8 County Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the County's Software Upgrade process
- Assists with the Software Upgrade process during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with County and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade production environment

### 5.2.9 County project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

### 5.2.10 County Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the project changes
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

# 6 Glossary

Word or Term	Definition
<b>Accountable</b>	The person who is ultimately accountable for decisions being made on a task.
<b>Application</b>	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
<b>Build Blueprint</b>	A document recording future state decisions intended to allow Tyler to satisfy business needs/requirements during the Build & Validate Stage through configuration and setups to develop the final solution. A means for the County to Validate what was agreed to be in Scope has been Delivered.
<b>Business Requirements Document</b>	A specification document used to describe County requirements not available through Tyler software functionality, which will lead to a Modification with County acceptance.
<b>Change Control</b>	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
<b>Change Management</b>	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
<b>Change Request</b>	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
<b>Consulted</b>	Anyone who must be consulted with prior to a decision being made and/or the task being completed
<b>Consumables</b>	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
<b>Control Point</b>	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
<b>Data Exchange</b>	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
<b>Data Mapping</b>	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
<b>Deliverable</b>	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
<b>End User</b>	The person for whom the software is designed to use on a day-to-day basis.

<b>Forms</b>	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
<b>Imports and Exports</b>	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
<b>Informed</b>	Anyone who will be updated when decisions are made or a task is completed.
<b>Install</b>	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
<b>Interface</b>	A real-time or automated exchange of data between two systems.
<b>Legacy System</b>	The system from which a client is converting.
<b>Modification</b>	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
<b>Peripherals</b>	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
<b>Phase</b>	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project Manager and Tyler project team or different individuals assigned.
<b>Power User</b>	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
<b>Production Cutover</b>	The County is using the Tyler software to conduct daily operations.
<b>Project</b>	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
<b>Project Plan</b>	The Project Plan serves as the master roadmap for the Project. The Project Plan will be the detailed task list of the essential activities to be performed to complete the Project. Each activity will have owner(s), participant(s) if applicable, start date, and due dates. The Project Plan is a living document and will be updated quarterly with the detailed tasks for the next future quarter; only high level tasks with rough timeframes will be plotted out beyond this.



<b>Project Planning Meeting</b>	Occurs during the Plan & Initiate Stage to coordinate with the Client Project Manager to discuss Scope, information needed for project scheduling and resources.
<b>RACI</b>	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
<b>Reports</b>	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
<b>Responsible</b>	The person who will be completing the task.
<b>Scope</b>	Products and services that are included in the Agreement.
<b>Software Upgrade</b>	References the act of updating software files to a newer software release.
<b>Stage</b>	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
<b>Stakeholder Presentation</b>	Representatives of the Tyler implementation team will meet with key client representatives to present high level project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
<b>Standard</b>	Included in the base software (out of the box) package.
<b>Statement of Work (SOW)</b>	Document which will provide supporting detail to the Agreement defining project -specific activities and Deliverables Tyler will provide to the client.
<b>Validation (or to validate)</b>	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
<b>Work Breakdown Structure (WBS)</b>	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

# 7 Eagle Recorder Conversion Summary

## 7.1 Eagle Recorder – Standard

- All standard fields for land records, additional fields added to Notes field
- Conversion from Two Systems
  - Images associated to the index records Data from Solutions
  - Images from RVI
- All standard fields for land records, additional fields added to Notes field
- All standard fields for marriage records, additional fields added to Notes field
- All standard fields for birth records, additional fields added to Notes field
- All standard fields for death records, additional fields added to Notes field
- Redactions on images
- Annotations on images
- Historical Index Conversion, Tyler created file or Vendor created file

# 8 TCM Conversion Summary

## 8.1 TCM – Standard

- Up to over 1,000,000 records
- Up to Up to 15 document type(s)
- All visible fields configured for TCM EE installations or the standard fields that exist for TCM SE installations
- Images and Attachments as described below
- Lookups are imported with the assistance of the consultant
- Conversion from Single System
  - Data from RVI
  - Images from RVI
- Annotations text stamps on tiff and pdf images
- Annotations image stamps on tiff images
- Redactions on tiff images

## 9 Incode 10 Property Tax Management Conversion

### 9.1 Incode 10 PTM Conversion - Full Conversion with History

Full conversions will be quoted individually. Clients must be able to provide layouts, data and balancing reports.

# 10 Incode 10 Conversion Summary

## 10.1 General Ledger – Chart of Accounts

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions

## 10.2 General Ledger – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

## 10.3 Accounts Payable – Vendor Master

- Vendor master information, address, primary contact, and notes

## 10.4 Accounts Payable – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

## 10.5 Personnel Management/Payroll - Standard

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, notes
- Current direct deposit bank information
- Federal and state tax withholding information

## 10.6 Personnel Management/Payroll – Legacy/Historical Views

- Unlimited historical transactions provided by client can be converted by Tyler into historical views

Tyler

Work Order/

Inventory

Pricing



## Proposal - 5 Year On Premises Subscription Add County Engineer

Local Government Division

---

*Presented to:*

**Michelle Skaff**

Deputy Auditor  
Woodbury County  
620 Douglas St Room 103  
Sioux City, IA 51101-1248  
712-279-6702  
miskaff@woodburycountyiowa.gov

*Proposal date:*

June 7, 2018

*Submitted by:*

Ron Pieracci  
(515) 817-2722  
ron.pieracci@tylertech.com

Tyler Technologies  
1315 S Bell Ave Suite 102  
Ames, IA 50010

## Software Licenses

Michelle Skaff  
Woodbury County  
June 7, 2018



Application Software	QTY	Estimated Hours	Estimated Services	Estimated Services	Annual Subscription Fee
<b>Incode Financial Management Suite</b>				17,000	<b>11,290</b>
Core Financials - Training Only **for Engineer's Office*		32	4,000		
Inventory Control		32	4,000		6,343
Work Orders		72	9,000		4,947
<b>Incode Personnel Management Suite</b>				6,000	<b>735</b>
Payroll Training Only **for Engineer Office**		32	4,000		
Employee Self Service Time and Attendance for Engineer	35	16	2,000		735
<b>Professional Services</b>					
<b>Incode Application Subtotal</b>		184	23,000		12,025
			<b>23,000</b>		<b>12,025</b>

\*\* Note: Travel expenses are billed as incurred based on Federal IRS per diem standards.



**BECA**

**Contract for  
Data Extraction**

**SCOPE OF SERVICES TO BE PROVIDED BY  
BECA IT AND SOFTWARE SERVICES LLC  
TO WOODBURY COUNTY IA**

**Consultant will provide:**

- A. Evaluation of Data File Existence on County iSeries Server for applications listed in Exhibit A.
- B. Extract Data File Layouts from County iSeries server for all applicable data files and deliver those layouts to secure FTP belonging to Tyler Technologies.
- C. Extract Data Files only, no images, from County iSeries server for initial test of data in CSV format or Fixed Length format and deliver that data to secure FTP for evaluation by Tyler Technologies programmers.
- D. Extract Data from County server for any additional test runs requested by Tyler Technologies in CSV format or Fixed Length format and deliver to secure FTP site.
- E. Extract Data from County server for Final go live conversion and deliver that data in CSV format or Fixed Length format to the secure FTP belonging to Tyler Technologies.

**Customer will:**

- A. Provide Consultant with the County's contact names, telephone numbers, email addresses for each application being converted.
- B. Provide print screen examples of master and transaction data that represent actual data for each application to be converted.
- C. Provide consultant green screen access to a computer attached to the County server for remote access to system data files including a user id, password, and print queue as needed
- D. Ensure that the remote access computer has IBM Client Access software loaded on the computer with the data file transfer facility available .

Consultant, Beca IT and Software Services, LLC will provide Professional Liability Insurance Coverage certificates to County upon request. Consultant shall also indemnify County against all liability and loss in connection with and shall assume full responsibility for payment of all Federal, State, and local taxes or contributions imposed or required under unemployment insurance, social

security and income tax laws with respect to consultant engaged in performance of the contract.

Payment of invoices shall be made to BECA IT and Software Services, LLC at 3812 54<sup>th</sup> Street, Lubbock, Tx 79413 within 45 days of receipt of invoice. Invoices will be issued in stages. The first invoice will come as soon as the documentation of the data files is completed. This occurs in the first couple of months of the project and is the majority (approx. 80%) of the cost of the project. The second wave of invoices will be issued as soon as the initial test data extraction is completed for each application. This is a much smaller amount. The final invoices are issued as each application hits the final go live data extraction. This is also a small cost. If contract is terminated, the County agrees to pay for services rendered up to the date of termination. Schedule of pricing is attached in exhibit A.

In witness whereof, the parties hereto have made and executed this agreement and terms, on the respective dates under each signature.

BECA IT and Software Services LLC

WOODBURY COUNTY IA

By: \_\_\_\_\_

By: \_\_\_\_\_

President

Title: \_\_\_\_\_

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

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



# Property Tax Overview

# Incode Property Tax Management

**tools to improve the  
tax administration  
process**



# Powerful Technology Increases Productivity

Tyler Technologies' Incode Property Tax Management software is built using the most up-to-date and proven technology platform to ensure optimum performance today and into the future. With unprecedented flexibility, pin-point control—down to each individual user—and scalability to meet your changing needs, you've never had so much power in your system; and it's never been easier.

Our latest technology platform introduces integrated System Management—allowing Tyler's resources to monitor network infrastructure, provide intelligent deployment and update services while reducing your IT burden.

## • Searching Has Never Been Easier

The information you need is at your fingertips with a **centralized, easy-to-use search screen**. Whether common or complicated, users can save searches and share them with others. Parcel lists can be created through search results that can later be used to simplify mass operations such as: working with special assessments, TIFs, reporting, miscellaneous charges, and many others. Power users can utilize the search result grid for **advanced data mining operations**. With Incode, searching has evolved from simply pulling up records to a powerful portal across the application.

## • Reporting that Drives Efficiency

**Property Tax Management includes a built-in report writer** that can be launched directly or from search results, eliminating steps and getting you access to the data you need quicker—and in a format that you can use to make critical decisions. Incode's drill-down functionality makes reports interactive, allowing you to navigate back into your data from reports, as you read them, in real time, without any synchronization with your database. Also, you can edit existing reports or design your own and even e-mail them. Its robust, built-in report writer **eliminates costly external report writers**.

## • Data Integrity Yields Valuable Reports

Have confidence about the integrity of the data that drives your office by ensuring its quality as it enters the system. **Using advanced data validation logic backed by tables**, your own business rules ensure clean data. The system also reduces redundant data entry or the need to run utilities to synchronize and share certain data such as owner addresses, in real-time, across all offices.

## • Role-based Workspaces Transform the Way You Process Information

Incode workspaces will revolutionize the way your office works. Role-based workspaces transform data into intuitive, user-friendly portals that put the **information you use most frequently front and center**. Seamlessly interact with the **at-a-glance** view of mission-critical information by drilling down into the data and active processing screens directly from workspaces for a controlled work environment. **Workspaces can include data processing shortcuts, custom widgets, key performance indicators, Internet "favorites" and more.**

In addition to workspaces built into Incode software, **Web-based dashboards** are also available to allow **non-Incode users**, such as elected officials, to **access certain information, reports and decision-making data.**



# Incode Property Tax Management

The Incode product suite empowers property tax administrators to balance property taxes and unique state reporting requirements along with service that satisfies local officials and your citizens.

Throughout the life cycle of a parcel, Incode Property Tax Management allows you to maintain, bill, collect, distribute and track properties and associated taxes. You can also customize the environment to meet your unique needs with adjustable property class codes, interest calculations for delinquent taxes, levies, taxing authorities and more.

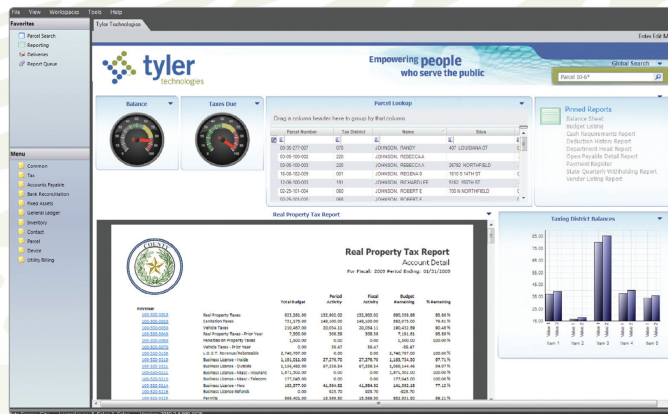
Incode Property Tax Management integrates completely with the Tyler Incode product suite to create a system-wide solution. For example, property taxes can populate throughout the Incode financial suite without additional data entry.

Flexible, configurable and intuitive, with a feature set that fosters productivity and efficiency, the Incode Property Tax Management solution can save assessors time and improve accuracy, easily track changes for auditors, as well as simplify the tax sale model.

## Parcel Maintenance Without Limits

Incode technology raises the stakes on parcel maintenance. You can have multiple property classes and tax districts added to any one parcel eliminating costly, error-prone and confusing dual data entry.

Eliminate balancing issues that arise from manual reconciliation with **automated reconciliation with each value change**. Done at the parcel level, the system guarantees any value changes are balanced before saving a parcel. Common changes, such as class or district adjustments, are also automatically reconciled.



## Bridging the Assessor and Auditor Offices

An automated transfer process reduces manual error. Parcel numbers are created automatically for splits. A detailed summary shows what changes will be made prior to completing the process to allow for a final check for complex transfers.

The **parcel split process** within the Auditor's office will **automatically create queue entries** for the assessor to redistribute value. Assessors will receive a notification when a split is ready and it will then appear in their work queue.

Property Tax Management also includes an automatic value change audit. This value audit will **track any changes to value in the auditor's office** and allow you to see a complete history, report over it. This not only eliminates manual tracking outside the system, but also provides a detailed trail when values don't line up: who, what, and when.

## Integrated Recording to Manage Real Estate Documents

Enjoy complete flexibility with an unlimited number of user-defined document types indexed for easy search by staff and public immediately upon filing. Automatically calculate fees based on document type and user-entered fee schedules that integrate to accounts receivable to charge documents, create month-end statements and post payments.

Incode Property Tax Management enables a complete record of each instrument (fee book) indexed by grantor and grantee names and tract IDs.

## Intuitive Treasurer Processing

The billing process has never been easier with full cashing functionality. Special assessments, tax bills, mobile homes and tax sale liens are now available in one centralized view. The system also includes the ability to receipt miscellaneous charges such as NSF fees. The system includes **automatic** or **on demand apportioning** based on the year of each charge, removing the need to track current vs. delinquent taxes—all in one step.





## Software that thinks like you do.

At Tyler Technologies (NYSE: TYL), we have a single mission: enable local governments to be more efficient, more accessible and more responsive to the needs of citizens. That's what we do. And that's all we do—in partnership with more than 9,000 clients, including local government and school offices throughout all 50 states, Canada, Puerto Rico, the U.S. Virgin Islands and the United Kingdom.

Tyler Technologies is a leading provider of information management solutions and services for the public sector—and Tyler is the largest company in the country solely dedicated to providing software and IT services to the public sector market.

[info@tylertech.com](mailto:info@tylertech.com) | 1.800.646.2633 | [www.tylertech.com](http://www.tylertech.com)



For more information, visit [www.tylertech.com](http://www.tylertech.com)

IN-PTM-BR-2127-1110



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# Incode Financial And Personnel Overview



# Incode Financial and Personnel Management

Transforming the way the  
public sector does business



## An Integrated Solution That Makes You More Productive

With decades of serving public sector clients — and only public sector clients — Tyler Technologies staff understand your goals to be more efficient in serving your constituents. We've walked in your shoes and know the financial and personnel challenges you face in the public sector. Our experts know how Tyler's Incode system can help you accomplish more with less resources, manage data efficiently and securely, recruit and manage human resources, keep your organization in compliance and more. We will partner with you from beginning to end to provide an integrated solution to help you do your job better.

# A Single Solution That Changes the Way You Work

Whether you're in a leadership role within your jurisdiction, managing your IT platform or running a human resources or finance department, Tyler's integrated Incode software will change the way you work.

## Leading your jurisdiction

### Lead with confidence from anywhere

You have the tools you need to lead with Tyler's Incode. Critical decisions are made easier with access to centralized, accurate, real-time data from across the jurisdiction. Meanwhile, mobile access gives you the flexibility to make faster decisions and maintain workflow around the clock.

### Integrated platform streamlines IT support

Running to multiple departments while remembering IT support details for numerous systems doesn't have to be the norm. Streamline workflow while maintaining uptime with the Incode application's integrated platform. Its compatibility across multiple departments means there is one vendor to call when support is needed. User requests for reports and queries are eliminated because of Incode's centralized information and report-writing capabilities, and you'll stay in control with flexible software deployment options that work for you.

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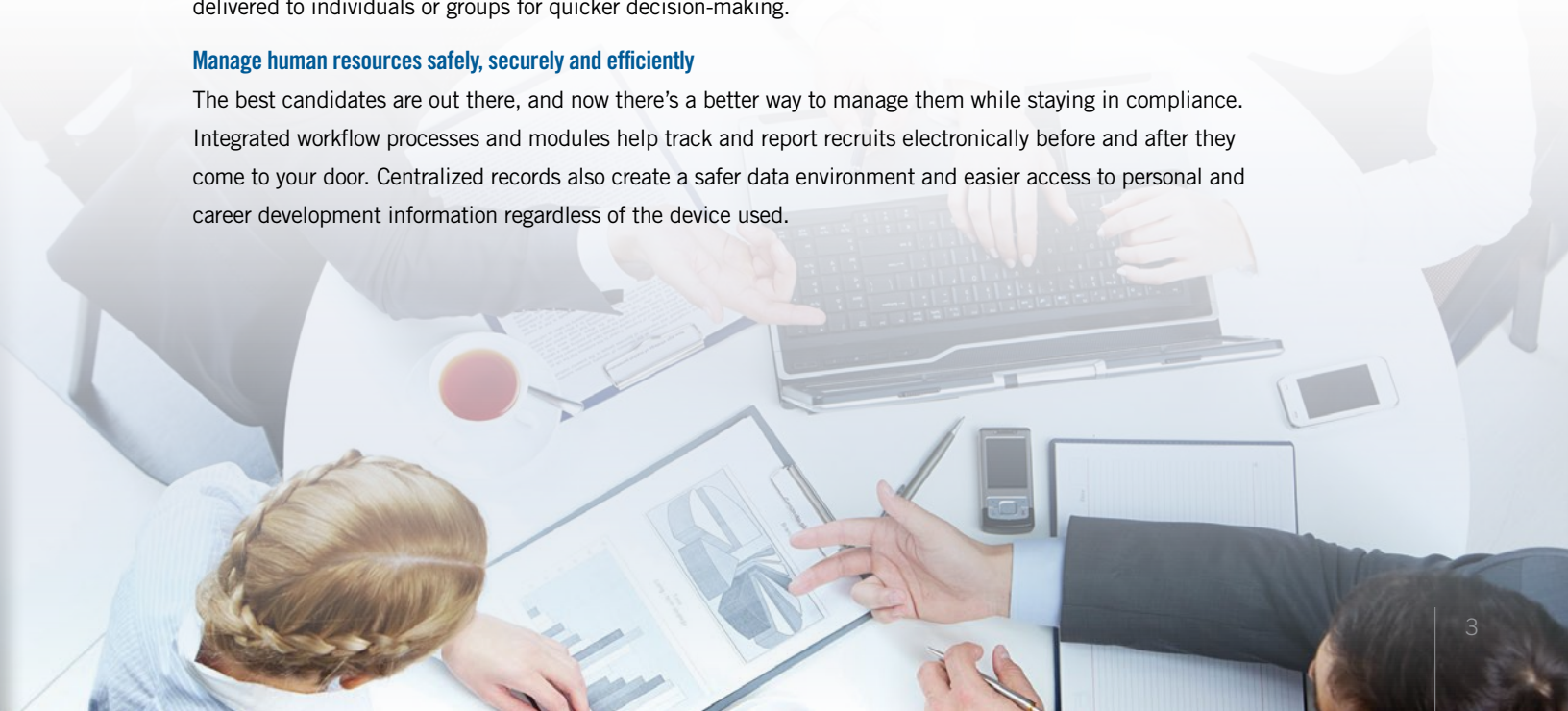
## Leading your department

### Managing finances with accuracy and integrity

Information has to be accurate, current and secure when dealing with thousands of transactions a day, and getting information in and out needs to be easy. Tyler's Incode eliminates duplicate data entry and produces electronic forms and reports ready for export to familiar formats like Microsoft® Excel® or Adobe® PDF within minutes. After verifying and analyzing the numbers, sharing them is as easy as scheduling an automated report delivered to individuals or groups for quicker decision-making.

### Manage human resources safely, securely and efficiently

The best candidates are out there, and now there's a better way to manage them while staying in compliance. Integrated workflow processes and modules help track and report recruits electronically before and after they come to your door. Centralized records also create a safer data environment and easier access to personal and career development information regardless of the device used.



# The Tyler Experience

As you travel the road from idea to installation, you get the benefit of experience, services and customized support that recognizes your unique needs and challenges. That's the Tyler difference.



## Can our public sector experience help you navigate to the right solution?

It's our job to know your job and the solutions that make you the most efficient. When unsure of the right combination of software that can help, our consultants come alongside you with in-depth product and service knowledge and solutions that drive you to the best decision for your jurisdiction.

- **Critical decisions made anytime, from anywhere**

The Incode Mobile Management Console application, optimized for the Apple® iPad® and iPhone® iOS, offers remote access to real-time financial and personnel information wherever you are.

Respond quickly when critical decisions need to be made thanks to its intuitive interface.

- **Trade paper for productivity**

The Incode application's integrated platform transforms your paper processes into an electronic customized workflow system that promotes accountability, accuracy and security while cutting duplicate data entry. Centralized records and customized dashboards mean the right information is always available for customer access, searches, reporting and decision-making without shuffling additional paperwork.

- **Transparency and trust using automated reporting**

Tyler's Incode delivers current online reporting to internal stakeholders and citizens who want to know how their hard-earned dollars are being spent. Reports can be automated and scheduled to update on your website to lend the transparency required to build trust with your citizens.



## Get operations off to a good start with the proper training

The right training for your solution equips you to serve stakeholders on a totally different level. Learn how your customized version works by using a structured curriculum, including a combination of one-on-one and self-paced instruction.





For ongoing training and support, Tyler also provides these interactive resources:



#### Tyler University

This unique Web portal is Tyler's one-stop shop customized for all your agency's continuing education needs. Get access to specific Incode application courses, Microsoft® software training and other courses complementary to your daily work from the convenience of your computer. Learning environments include virtual learning labs, on-demand online courses, regional campus labs and regional group training.



#### Tyler Community

This Web-based platform fosters daily interaction with more than 22,000 public sector peers who range in their experience with this solution. Reach out with questions or provide answers when your experience level allows. It's a great way to get free advice, avoid potential problems and share great ideas for software improvement.



#### We go the extra mile when it comes to implementation

It's not just anyone's software implementation experience. It's yours, and we take your trust seriously. Tyler's implementation and conversion experts will do whatever it takes to make sure your project runs smoothly, on time and on budget while keeping your data accurate and secure.



#### Ongoing software support for the miles ahead

Think of our toll-free hotline, email access and website dedicated to Tyler's Incode client support as "roadside assistance" when there is trouble along the way. Tyler's dedicated Certified Support Professionals specialize in specific areas of the application so they can quickly answer questions and get you back on the road to serving customers.

#### PERPETUAL UPGRADES — A LONG, SMOOTH RIDE FOR YEARS TO COME

*Your software experience should feel like an easy drive with included and convenient upgrades. While other companies claim to offer free updates, there are often new license fees and wait times hidden under the hood.*

*Tyler's true evergreen philosophy is different. Our perpetual licensing delivers new releases, upgrades and next-generation software at manageable intervals based on your schedule—not ours—so there's minimal disruption to your operations, it's easy to learn and surprises are eliminated.*

*At Tyler, we're committed to keeping you productive, efficient and moving down the road for years to come with proven, tested software developed with your needs in mind.*

# Financial Management

Tyler's Incode Financial Management module is forward-thinking technology built on an integrated platform that makes data management and reporting easy. Access to the right information is always available regardless of location or role, and citizens can track how their hard-earned dollars are being spent with automated reporting. Accomplish more every day with this innovative, time-saving solution.

## Role-Based Dashboards: Your information at a glance

Information has to be entered only once, reducing errors and data entry. Real-time information is always at your fingertips for a 360-degree view of financial activities, data analysis and quicker responses to citizen or management requests for information.

## Report in record time

The Incode system helps deliver the numbers accurately and in record time when reporting to other departments, government agencies or staff because jurisdiction-wide data can be quickly extracted and exported into native formats such as Microsoft® Excel® and Adobe® PDF®. It also cross-indexes information for timely and accurate searches and reporting.

## Making it easy to analyze your fiscal health


Keeping up with data that affects the bottom line is always a challenge. At-a-glance views and search capabilities allow users to look deeply into multiple combinations and sources of accurate, real-time data from every department. Stacking multiple reports on a personalized dashboard keeps the true picture of fiscal health front and center.

## Communicate with citizens and vendors with less effort

Getting data to leadership, staff and boards is easy, but what about communicating with vendors and citizens? Tyler's Incode Output Director generates information faster and more economically by delivering POs, statements, vendor payments and more via email. Selected financial reports can also be automated and scheduled for email distribution to individuals or groups, or they can be loaded on the agency website for the ultimate in citizen transparency.







**General Ledger** automates routine functions and provides access to the source document for any transaction in the General Ledger.

**Budget Manager**, a component of General Ledger, creates and maintains budgets for current and future fiscal years. It also consolidates budget prep and analysis in one place.


**Accounts Payable** monitors cash flow and disbursements in addition to reducing data entry duplication.

**Bank Reconciliation** reconciles monthly bank statements to General Ledger cash accounts.

**Fixed Assets** tracks and depreciates your assets and related improvements with integration to the General Ledger.



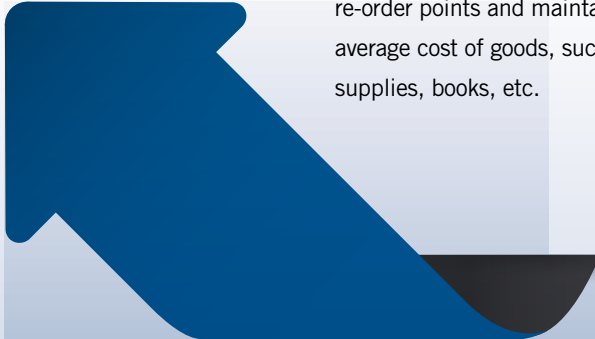
## Integrated Features of Financial Management Module



**Tyler CAFR Statement Builder** assists your organization when preparing your comprehensive annual financial statements in accordance with GASB statements, including GASB 34 and 54.

**Purchasing** provides complete encumbrance accounting, including printing purchase orders; partial or full liquidation of encumbrances; and, analysis of open, closed or voided purchased orders.

**Project Accounting** tracks your projects and grants while maintaining key project details such as start date, end date, percent completed, project description and notes.



**Inventory Control** tracks inventory held in multiple locations, monitors specific usage, prompts re-order points and maintains average cost of goods, such as supplies, books, etc.



## Personnel Management

Managing the search for the most talented individuals can be overwhelming. Not with Tyler's Incode. Recruiting, tracking and reporting candidates become integrated workflow processes that make your job easier and let you concentrate on compliance and landing the right people. Records are centralized for easy tracking of professional development and information security once they are in the door.

### Helping to manage your largest investment

You don't have to live among the mountains of paper, notebooks and countless files of archived employee information. Incode's integrated structure moves the management of your largest investment and your paper-intensive world into the electronic environment and offers the following benefits:

- 24/7 access to personnel information
- Centralizes information and tracks employees throughout their career
- Reduces or eliminates manual and duplicated data entry
- Contains federal and state reporting templates to keep you in compliance

### Compliance just got easier

Recruiting, retaining and tracking the right people is much simpler with secure, centralized and accessible electronic document storage and retrieval. Whether filing EEO 4 and 5 forms, compensation reports or federally and state-mandated reports, compliance is never an issue.

### Eliminating obstacles to productivity

Tyler's Incode lightens the load of a data-intensive job. No more manual calculations of employee hours and lead information or physical filing. By taking your data storage from filing cabinets to megabytes, it gives safe and immediate access to data across the jurisdiction, gets rid of the files and notebooks of paper and returns valuable time to your day.

### Empower employees with information access

The Incode application does the heavy lifting when it comes to communicating with employees. Partnered with Tyler Output Director®, personal and payroll information are merged to create electronic payroll checks, direct deposit receipts and a variety of letters and forms. Electronic payments can also be processed through ACH/EFT and employees can get access to their personnel, payroll and leave information at any time.

# Personnel Management Modules

## HUMAN RESOURCES

**AppliTrack Recruiting** Recruit, track and manage applicants efficiently and intuitively by using this cloud-based interface. When applicants are hired, information in AppliTrack is used to populate employee records in the Personnel Management module rather than entering the information again.

### Training, Certification & Reviews

Track Education, Certifications, Equipment, Testing and Discipline & Grievances to get a bird's-eye view of employees' personal progress, as well as payroll and human resources information. Review dates are also tracked, as well as reviewer status and notes.

### Time and Attendance

Allows employees to enter time directly through the ESS Web application.

### Accident and Injury Claims

Manage accident and injury claims covered by workers' compensation, such as OSHA-reportable events, from a central location.

## PAYROLL

### Position Control and Budgeting

Incode helps to manage personnel on a position basis by tracking Full-Time Equivalent (FTE) allotments for each position type so that only those planned and funded positions are included in the budget and you can stay in the black.

### Payroll Processing

With advanced workflow capabilities, users have the capacity to customize the payroll work process and managers can define who is involved in each level of the process.

## FINANCIAL MANAGEMENT

### **ADDITIONAL FEATURES TO BOOST EMPLOYEE PRODUCTIVITY**

*Free your own schedule by empowering employees to access their personal and pay information or request changes to personal information via the Web with Employee Self Service. Employees can also enter their own time entries or delegate the responsibility in their absence. Approvers can then review a summary of the time and status of each employee from a central screen and approve individually or in mass.*



## Proven Technologies That Maintain Uptime

### **Reliable technology that keeps you working**

Built on a proven .NET platform, Tyler's Incode uses Microsoft SQL Server® 2012 databases and runs on Windows Server® 2012. It's this combination of reliable, industry-standard technology that makes the features you need possible and keeps operations running smoothly for years to come.

### **Smart Client: Installation, deployment and maintenance done right**

Tyler drastically reduces the worry associated with solution installation, deployment or maintenance with Smart Client. Tyler staff manage these processes and store your data on the agency server—not workstations—to ease the IT burden and free staff to serve citizens.

### **Managed Services focus IT support**

Tyler's Managed Services make simplified IT support achievable. Integration and compatibility across departmental lines translate to single-vendor support and product knowledge, which reduces workload and saves time and money.

### **Role-based security tailored to your agency**

Just because data is available across the jurisdiction doesn't mean everyone should have access to it. Managers can assign data access permission based on roles within the organization, not individuals, to cut down on data entry and keep the focus on information relevant to each job.

## Deployment choices that work for you

Tyler offers something rare when it comes to deployment of your software — a choice. Our experts work with public sector employees every day. They know your jobs, your challenges and your processes. They will analyze your jurisdiction and provide the knowledge that will help you decide between Tyler's cloud-based or on-premises solution.

### Tyler's Cloud Solution

There's quite a bit of conversation and confusion about the definition of a cloud solution. We make it simple. Tyler's Incode software and all user-owned, backed-up data are housed in a highly secure, off-site location with daily redundant back-up. Your regular, fixed subscription fee spreads up-front costs over time and eliminates the barrier to entry that many public sector organizations face. It also eliminates the worry of daily back-up and data recovery in case of disaster.

### Tyler's On-Premises Solution

An on-premises solution is defined most easily in terms of traditional ownership. Your organization owns, and is responsible for, all hardware, software, data backup and disaster recovery services. Perfect for an agency with more extensive IT resources, this option drives down the cost of ownership. Data recovery services can also be purchased separately to keep you operational should the unthinkable happen.

## What makes Tyler an industry leader?

- More than 15 years of experience delivering cloud-related services
- Industry-unique fixed costs for the term of the contract
- Client-driven, cloud-based infrastructure
- Best-in-class features and functionality tailored to the public sector
- Client-focused, flexible approach to delivering cloud-based or on-premises solutions
- Experts in the field who have served in the public sector

Public sector organizations all over the world are changing from traditional, on-premises software to cloud-based solutions every day. In fact, more than 3,200 have made the switch to Tyler, giving more than 61,000 public sector users reliable, secure accessibility to their software and data. Nearly 1.7 million users also rely on Tyler's e-service solutions to make payments, file legal documents, submit permits and interact with the public sector.

## Software that thinks like you do.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler's client base includes more than 13,000 local government offices in all 50 states, Canada, the Caribbean, the United Kingdom and other international locations. Forbes has named Tyler one of "America's Best Small Companies" eight times and the company has been included four times on the Barron's 400 Index, a measure of the most promising companies in America. More information about Plano-based Tyler Technologies can be found at [www.tylertech.com](http://www.tylertech.com).

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**Empowering people who serve the public®**

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# Eagle Recorder Overview



**eagle**<sup>™</sup>

a tyler records & document solution



Meet the Challenges of Your Recording Office With a Single, Unified Solution

Empowering people who serve the public<sup>®</sup>



**tyler**  
technologies



# Accomplish More in Less Time With a Single Solution

Working in today's recording office, you have your hands full. While you're dealing with reduced budgets, document volume, and revenue, you must still focus on maintaining an accurate and up-to-date public record, protecting private information, keeping up with legislative changes, and serving the increased demands of constituents. Now more than ever, you need a solution to help you accomplish more in less time with fewer resources.

Tyler Technologies offers a best-in-class solution that can transform the efficiency and productivity of your recording office. With a fully integrated Eagle™ land and vital records software solution, you can access the tools you need to tackle your jurisdiction's most complex recording challenges all within a single, unified system. With Eagle's user-friendly functionality and features, you'll turn even the most complicated tasks into faster, more efficient processes.

You'll appreciate how Eagle helps you handle your recording operations from the most basic tasks to the more complex, such as eRecording, scanning, indexing and verification, workflow management, search and retrieval, general ledger, and payment processing. Eagle also delivers robust financials, fee management, and cashiering capabilities that make it possible for you to follow generally accepted accounting principles (GAAP) rules and achieve GAAP compliance.

This highly intuitive and configurable software includes modules for land and vital record management.

### **Eagle Recorder**

Easily manage the recording and filing of your jurisdiction's land records, transfer documents, trust deeds, mortgages, Uniform Commercial Code (UCC) records, tax liens, and more. With Eagle Recorder™, you can tackle your biggest financial and recording challenges with features that ensure efficient workflow, indexing, records retrieval, imaging, and cashiering.

### **Eagle Clerk**

Maintain the integrity of your county's vital records by easily indexing all of your documents, including birth, death, and marriage certificates; notary bonds; passport applications; filings for DBAs; and more. You can also index unlimited user-specified data for your jurisdiction's documents, such as parties, addresses, legal descriptions, and cross-references.

## **Enjoy Eagle's Unparalleled Search Capabilities**

With Eagle's powerful search engines, finding records is quick and intuitive.

Use multiple search features to:

- Define, broaden, or narrow search results using a few or many fields
- View results in lists or individually
- Sort results by a click of the column header

You can save and retrieve queries or print them out using a variety of output options. Since Eagle tracks everything in the system, you can find every receipt, change, and transaction through a full audit history.



# Take Efficiency to a New Level

Expand the range of services you offer and further ensure the successful and efficient management of your jurisdiction's records. Consider the valuable benefits these additional Eagle features can deliver to both your office and constituents.



## Eagle Payments

With this fully integrated, enterprise-wide payment processing system, you can securely accept over-the-counter and online payments via debit and credit cards, e-checks (through automated clearing house), and other forms of electronic payment.



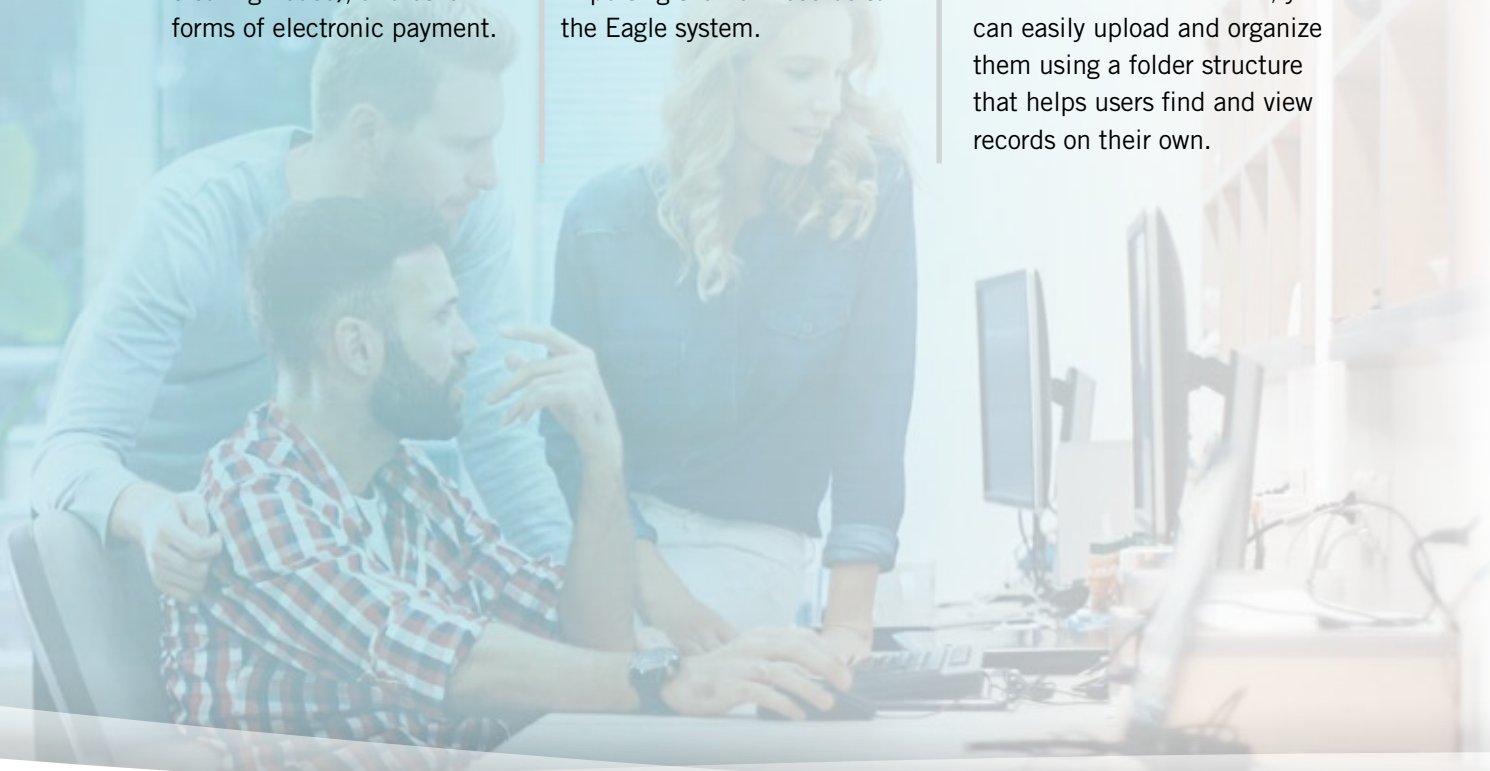
## Eagle Image Upload

After completing large scanning projects, such as scanning your deed books, use this valuable feature that automates the processes of organizing scanned images into complete documents and importing the new records to the Eagle system.



## Eagle Historical Index

Save time and fragile records by allowing users to view digital versions of your index books online or at an in-office terminal. They'll easily identify and handle only the records they need. Once you've scanned historical records, you can easily upload and organize them using a folder structure that helps users find and view records on their own.



With **Eagle OCR™** — Eagle's Optical Character Recognition (OCR) feature — you can achieve important records management goals via two levels of OCR technology. Based on the needs of your office, you can choose between additional OCR features that deliver automatic indexing of data or redaction of sensitive information.



### **Eagle Intelligent Indexing**

Once a document is scanned, this feature recognizes commonly recorded forms, automatically locates data fields, and parses the data to automatically index information.



### **Eagle Intelligent Redaction**

Enjoy the convenience of letting Eagle automatically recognize and place a secure redaction layer over properly formatted, confidential information. You can also redact specific data with manual redaction tools that are available in the software.

## Achieve Greater Transparency, Trust, and Accuracy

Further expand services to your constituents with Eagle Self-Service™, a fully integrated and full-featured public access solution for your Eagle software.

Use this leading solution to provide the public with secure, online access to your county's land and official records. Constituents can search, download, retrieve, and, even, buy documents themselves. To ensure accuracy, you can create instruction boxes and step-by-step communication so that forms are properly completed and include the right supporting documents. In the process, you will increase transparency and build trust with the public, while your office enjoys shorter lines, fewer phone calls, and more time for other priorities.

With added features like Fraud Guard, you can add a level of protection and alert users when any public document is recorded using their individual or business name. You can also automate the issuance and processing of marriage applications and licenses, both online and in the office, using county and state-mandated forms.



**Contact your Eagle representative today to see how you can put Eagle Self-Service to work for your office.**

# Choose the Way You Want Your Software Delivered

Tyler offers you the most effective, efficient, and secure software delivery methods. You can host our software solutions on your servers or we can deliver your software over trusted and safe networks via cloud computing, also known as software as a service (SaaS).

## **Tyler Delivers Lower Cost of Ownership**

Eliminate up-front fees and spread costs over time with Tyler's affordable, subscription-based pricing for SaaS. More than 6,200 public sector organizations use a variety of Tyler cloud-based solutions. In addition, nearly 126,000 public sector users rely on Tyler cloud-based systems to access the software they need to perform their jobs.

## **Enjoy Security and Cost Efficiency**

When you choose Tyler's SaaS, you'll gain access to the exact same programs that traditional clients use. Instead of running your software on premises, Tyler will host and run your cloud-based programs on a secure Tyler server. We'll also manage your connectivity, reliability, security, and disaster recovery, which will help you lower IT costs and reduce the risk of data loss due to a disaster.



# Our Commitment Doesn't End After Deployment

Tyler is dedicated to providing you with the tools and functionality you need to tackle your biggest challenges, and go well beyond the norm to offer you the necessary support to use it.

## Receive Perpetual Software Upgrades

With Tyler's evergreen philosophy, we ensure you're always working with the industry's latest and best technology solutions by deploying a steady stream of enhancements over the life of your Eagle solution. You'll also enjoy a lower cost of ownership, since you won't pay relicensing fees when Tyler releases new versions of your software.

## Stay on Top of Software Upgrades with EverGuide

Tyler's EverGuide® initiative identifies actionable continuous improvement steps you can take to leverage the latest technologies to refine business practices and ensure your staff is up-to-speed on how to use their software. Over time, your processes become more streamlined, while reliance on paper decreases.

### Take the next step.

Contact Tyler to learn about Eagle and our many other best-in-class solutions for your recording office.



**CALL**  
**800.554.4434**



**EMAIL**  
**[eagle.sales@tylertech.com](mailto:eagle.sales@tylertech.com)**



**VISIT**  
**[tylertech.com](http://tylertech.com)**

## Software that thinks like you do.

Tyler Technologies (NYSE: TYL) is a leading provider of end-to-end information management solutions and services for local governments.

Tyler partners with clients to empower the public sector — cities, counties, schools, and other government entities — to become more efficient, more accessible, and more responsive to the needs of their constituents.

Tyler is a recognized industry leader in records and document management systems. For nearly 40 years, the Eagle land and vital records solution and the dedicated staff that supports it have provided best-in-class software and services to hundreds of recording offices. Currently, recording professionals across 24 states rely on Eagle software to manage more than 7.4 million documents, with more than 2.4 million e-recorded documents added to the mix every year.

In 2017, Forbes ranked Tyler on its “Most Innovative Growth Companies” list, and it has also named Tyler one of “America’s Best Small Companies” eight times. The company has been included six times on the Barron’s 400 Index, a measure of the most promising companies in America. More information about Tyler Technologies, headquartered in Plano, Texas, can be found at [tylertech.com](http://tylertech.com).

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# Tyler Content Management (Imaging) Overview



## Tyler Content Manager, Enterprise Edition (TCM EE)

Tyler Content Manager, Enterprise Edition (TCM EE) manages file content easily and effectively — helping you to become efficient and saving valuable time, energy and dollars. You can say goodbye to content that's been handled multiple times, stored in multiple places, misfiled, misplaced or missing. TCM EE provides user access to additional content outside your Tyler business application. TCM EE can leverage document management across your organization in multiple business scenarios, and add any additional content you prefer. By implementing TCM EE users will learn how to extend the content management solution into additional offices and department. TCM EE provides automation for any document-related processes that your organization wants to improve.

### Proven Results

#### *Quick and Easy Document Retrieval*

Like their paper-based counterparts, many electronic filing systems rely on “folders” and “directories.” To find anything, the user must understand the way the files have been organized. TCM provides a simple, intuitive and powerful indexing and search system that allows you to quickly retrieve documents. Simple keyword searches produce the documents you want, while letting you view all other logically related documents.

#### *Supports Native File Formats*

TCM supports a variety of electronic file formats for scanned images, word processing documents and spreadsheets. TCM also accepts other electronically-received content like faxes, TIFF images, PDF and electronic forms, photos, Microsoft® file formats and emails. And all of your items can be saved in the same location — regardless of format.

### Powerful Management

#### *Capture Content from Multiple Sources*

In addition to scanning from any TWAIN scanner or printing directly into TCM, Windows® drag-and-drop techniques can be

used to associate electronic information to a folder. Utilities are available to “acquire an image” from a directory and to mass load images for batch processing. Web Services API allows the flow of data and content to and from TCM and other applications.

#### *OCR and Full Text Searching*

Proper organization and indexing of documents is paramount to whether or not your electronic content is useful and meaningful. TCM uses Optical Character Recognition (OCR) to allow a query on the full text of any scanned document, as well as text-based files such as text based PDF, MS Word and Excel®. You can search by keyword(s) and phrases, or brief descriptions; customize “search” criteria for better search results using TCM filters.

#### *Full Featured Records Management*

Records management features allow for document version control, full audit trail and restore options, and comprehensive purge management related to your specific retention schedules and suspend requirements. Your organization remains in compliance, has improved efficiency and reduces overall organizational liability.

**Tyler Content Manager, Enterprise Edition, (TCM EE) — built on more than 25 years of experience developing and deploying content management applications. Organize and streamline the flow of digital information throughout your enterprise with TCM EE.**

- Native file formats
- TCM print driver
- Annotation and redaction
- Audit and version management
- Full text OCR searching
- OCR, automatic indexing
- Batch processing
- Bar code recognition
- Flexible workflow
- Report generator
- Web Service API
- Document import utility
- Document extract utility
- Site license for all users
- Retrieve content through TCM Self Service
- Document type creator
- Rotate image, fit to page, view image thumbnails, etc.

For more information, visit  
[www.tylertech.com](http://www.tylertech.com)  
or email  
[info@tylertech.com](mailto:info@tylertech.com)

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# Tyler Content Manager, Enterprise Edition (TCM EE)

## Powerful Management (cont.)

### *Extensive Security, Audit and Versioning*

The integrity of your documents is ensured with a valid audit trail, only deleting documents when appropriate. Keep confidential information secure with the extensive built-in security features of Tyler Content Manager — whether it's user-specific or content specific. With the built in versioning and audit trail functions, see who has modified information. Compare versions or restore content from previous versions.

### *Redaction Software and Services*

Protect private information and remove sensitive information from public records with TCM. Advanced: OCR (optical character recognition) technology provides automated tools that automatically identify and redact properly formatted confidential information (SSNs, bank numbers, etc.) on all TIFF images. Basic: Tools to empower you to do rapid data entry, and manually apply redaction masks as appropriate to data contained in TIFF images.

### *Keyword Search*

Search capabilities for all document types from within TCM. Using advanced search capabilities within TCM, search by keyword(s) and phrases, or brief descriptions. Customize search criteria for better search results using TCM filters.

### **Reporting and Report Writer**

Pre-defined reports and a report writer help to track and monitor workflow tasks and further enhance workflow and records management.

### **Add-on Modules**

With add-on modules, you can increase the power and capabilities of your Tyler Content Manager system to suit your needs.

### *TCM Self Service “The Web-based Public Access Module for TCM”*

For employees, teachers and citizens who do not use core functionality or for those that have no need for a client installed on their desktop, TCM Self Service will give them the access they need. TCM Self Service provides for document retrieval from a browser (a client installation is recommended and required for users needing to utilize the full functionality and administration of TCM). For occasional users there is no need for a client installed on their desktop. For these users TCM Self Service will provide the document access they need.

### *Advanced OCR*

Enjoy the benefits of automated data capture. Using Advanced OCR when scanning our document-based OCR takes your most frequently standard documents and applies your organization's indexing rules to automatically capture data, rather than having to manually index those documents.

### *Web Service API*

Allows the flow of data and content to and from TCM and third party applications (includes 18 hours of consultation).

### *Workflow*

Utilizing workflow in conjunction with TCM EE creates efficiencies for offices with complex paper-based workflow requirements. Configure workflow to manage documents through several processes including scanning, indexing and verification. Additional processes include the ability to review old documents prior to erasure and to allow re-indexing of previously locked documents. Workflow allows offices to process documents in a digital content management setting.

### **Additional Services**

- Conversion services include a consultant working with you to locate the correct data so it can be converted by Tyler. Output reports provide balancing tools to ensure a complete and accurate conversion.
- TCM Disaster Recovery Services will restore your latest data and images and in most cases will have you up and running within hours of reporting a disaster. Clients are expected to continue their backups for retention purposes.

### **Go Green with Tyler Content Manager**

Create a green initiative when you transform paper-based information to electronic documents with Tyler Content Manager. Because documents are available from anywhere, moving information to those who need it is cost-effective and good for the environment — fewer trees used, less gas consumption and fewer carbon emissions. What's more, you'll save on mailing costs and realize a significant return on investment.

*Tyler provides a site license for viewing content.*

# Executime Overview



## ExecuTime Mobile Solutions

### Workforce Management

ExecuTime™ mobile solutions allow employees and supervisors to have access to their time and attendance, as well as their scheduling, anytime, anywhere. Regardless of your location, you will have peace of mind knowing that you can effortlessly respond to any workforce management needs through your mobile or tablet device. Employees can easily clock in or out and access a variety of time and attendance tools. We understand that your workforce is not always behind a desk; there are many employees out in the field who need a time management solution that is just as mobile as they are. ExecuTime mobile solutions will dynamically increase the efficiency in which your workforce operates.

### Answers at your Fingertips

Through your mobile device you can find out when your shift is, request time off and answers to the many other questions that come up throughout the day. This means that you don't have to call the administration office during work hours to find out how many days of vacation you have or if you can swap a shift with someone else. ExecuTime mobile solutions increase workforce productivity by putting the answers to your time management questions right at your fingertips.

This tool is not only a great benefit to employees but managers as well. Managers can resolve exceptions, approve timesheets and handle employee requests in real-time, while also having access to view job costing and employee schedules.

### ExecuTime Mobile Benefits

- Allow supervisors to dynamically manage employees with real-time data
- Give employees the flexibility to manage their day from anywhere
- Receive notifications and alerts in numerous formats including email and text messaging
- Take action fast, achieve instant visibility and increase efficiency throughout your day
- Allow managers and employees to handle a variety of tasks regardless of their physical location

### Key Features

#### *Employee Actions:*

- Clock in/out
- Job costing
- View schedule
- View time card
- View benefit balances
- Submit and manage time-off requests
- Apply job costing to time-off requests
- Submit and manage OT requests
- Apply job costing to hours requests
- Accept or decline shift trades
- Accept or decline shift offers
- Approve time cards

#### *Supervisor Actions:*

- Approve or decline time-off requests
- Approve or decline OT requests
- View employee time cards
- Approve employee time cards

For more information, visit  
[www.tylertech.com](http://www.tylertech.com)  
or email [info@tylertech.com](mailto:info@tylertech.com)

# Time & Attendance Overview



## Time and Attendance

ExecuTime Time & Attendance™ provides small and large organizations with incredible cost savings and increased efficiency. In most local government entities, payroll processing, time tracking and benefits accrual tracking places an unnecessary strain on staff efficiency and limited budgets. ExecuTime™ fixes those issues and keeps them fixed while providing the highest ROI on the market. How do we do that?

- Effortlessly handle complex time tracking rules and pay codes
- Seamless, automated integration and synchronization with your IT environment and payroll software
- Powerful and user-friendly web-based interface for supervisors and staff
- Solid integration with numerous time collecting interfaces (web browsers, time clocks, phone, text messaging, IVR, proximity readers, biometrics and more)
- Dedicated technical and training support

## Simplify Complex Time, Attendance and Benefit Tracking

By incorporating complex time tracking procedures that usually exist within public safety, public works and education, ExecuTime makes it easy for managers and staff of every department to enter and track time types, manage time-off requests and apply job costing all while handling multiple pay periods and FLSA guidelines.

## Reduce Costly Errors

ExecuTime Time & Attendance drastically reduces errors and oversights by eliminating several of the manual tasks associated with collecting time and entering data into the payroll system.

Electronic capture of employee time offers a more accurate account of actual time worked and automates the process of collecting, calculating and entering employee hours each pay period. You generate precise timesheets for both hourly and salaried personnel and have access to historical data through audit trails and reports to ensure secure and effective management.

## Time Efficiency and Cost Effectiveness

ExecuTime Time & Attendance automates the most labor-intensive tasks associated with timekeeping and gives that time back to your staff. Payroll clerks that spend days sorting through timecards will now complete the same duties in a fraction of the time. Many public sector organizations have already discovered that ExecuTime offers the most rapid ROI along with the most critical product features.

**“Streamlining our payroll department, providing much better data access and reporting information and improving accuracy. It’s been great. I’d do it all over again.”**

*- Debbie Mammone, Lincoln City, Oregon*

For more information, visit  
[www.tylertech.com](http://www.tylertech.com)  
or email [info@tylertech.com](mailto:info@tylertech.com)

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## Supported Solutions

ExecuTime offers budget friendly systems that fit seamlessly into your current infrastructure and will grow with you for years to come. Our project management team will guide you through an implementation plan catered toward your personnel environment, conduct training and support your internal rollout. And you will have added assurance knowing an experienced and responsive technical team is only a phone call or email away.

### *Automated Attendance Calculation*

- Improves accuracy
- Improves timeliness of information
- Configurable overtime policies
- Configurable clock-in/out policies
- Manual time-editing ability
- Accounts for shift differentials and 24x7 operations
- Complete audit log and reporting on changes, additions and edits to employee time

### *Key Features*

- Electronic clock in/out
- Time tracking and exception reporting
- Work order, project and job number tracking
- Employee benefit time request and management
- Time-off scheduling calendar
- Electronic timesheet approvals
- Absolute lowest cost of ownership and free software for upgrades
- Integration with payroll software on any platform

### *Flexible Reporting Features*

- By day, week, month or year
- Real-time employee status
- Daily attendance inquiry
- Multiple file export options

### *Intuitive Interface*

- ExecuTime web-based interface
- “Who Is Here” inquiry screen
- Benefit hours inquiry and management
- Integrates with Interactive Voice Response (IVR) technology
- Supports a range of collection devices: electronic time clocks, biometric, web browser, text messaging and more
- Full integration with your payroll application

### *And More...*

- Multiple pay-period support
- Graphical calendar for time-off scheduling
- User-specific security levels
- Time-zone sensitive time and date stamp records all transactions for auditing purposes
- Eliminates antiquated time clock hardware and hand-written time sheets

### *The ExecuTime Difference*

- Integration with any payroll/HR app on any platform
- Unlimited supervisors
- Unlimited workstations and PCs
- Unlimited technical support
- Configurable notifications and alerts
- Absolute lowest cost of ownership
- Browser, tablet and smart phone supported

# Tyler Transparency Overview



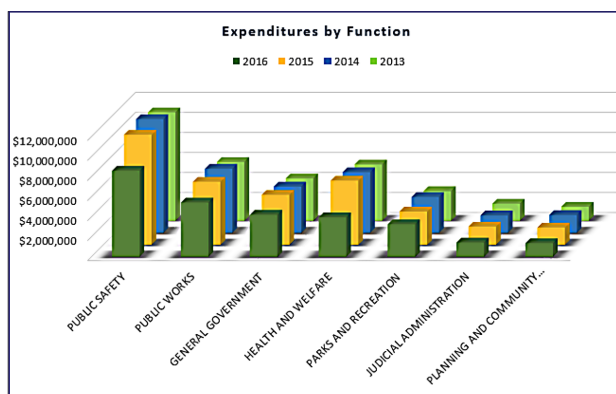


## Citizen Transparency

Citizen Transparency provides unparalleled data access and analysis tools to help public sector entities “implement principles of transparency, participation and collaboration” as set forth by the 2009 Open Government Directive.<sup>1</sup> Local governments are increasingly expected to provide high value information to help citizens understand how their tax dollars are being used, build trust and engage the public in the civic process. Municipalities are struggling to find efficient ways to meet these demands which means citizens often have to navigate segmented and out-of-date information and the backlog of FOIA requests continues to grow.

Tyler has responded to these challenges by creating Citizen Transparency, a hosted service that organizes your Tyler ERP financial data into graphs and charts to meet the public’s need for real numbers and clarity. Citizens can access the Transparency portal directly from the municipal website. It features easy-to-navigate graphics with data organized by category, department, function, fund and vendor.

Unlike some programs that rely on a static data snapshot, Citizen Transparency is updated periodically based on your business processing needs. Citizens can review total spending to date or dive in to see how funds are appropriated by department, which vendors receive payments in a given year, or research spending for health care and benefits. Interactive charts and graphs allow citizens to easily analyze your Tyler ERP financial data.



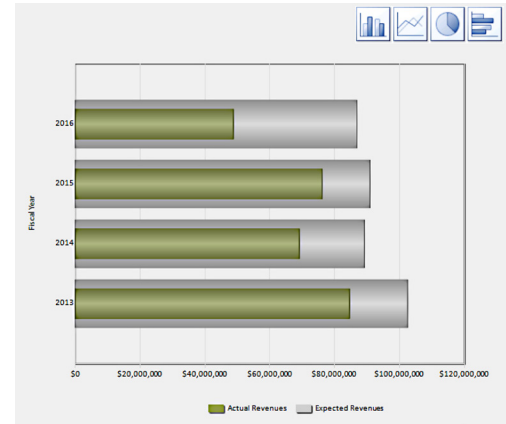
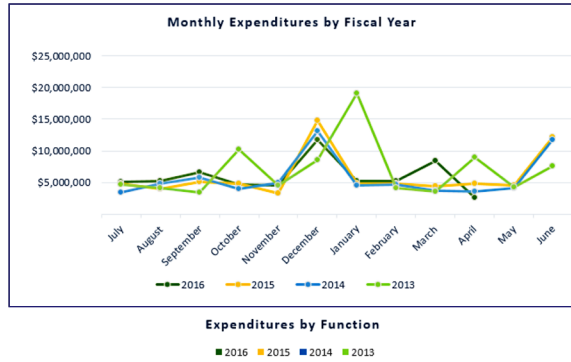
Citizen Transparency is fully integrated with all Tyler solutions. This means that you can access any data point within your system to deliver meaningful information to the public. Tyler’s implementation resources will work with your staff to establish the data perimeters and align your chart of accounts and spending categories for public consumption.

### Features:

- Easy public access via any internet browser
- Dynamic data for year-to-date and historical searches
- Transaction details for granular inquiries
- Quick, low-cost deployment
- Cloud-based service requires no additional hardware, IT support or training
- Data export options via Excel, PDF or image files

For more information, visit  
[www.tylertech.com](http://www.tylertech.com)  
 or email [info@tylertech.com](mailto:info@tylertech.com)

# Tyler Citizen Transparency



Citizen Transparency features a set of standard Web pages and graphs that make data easier to interpret. These tools have been developed in collaboration with our public sector partners and help answer frequently asked questions, so you don't have to. Citizen Transparency also goes beyond data snapshots: it provides all transactional details for a broad range of inquiries. Information that might have taken weeks to gather now takes minutes, and can be quickly exported to Microsoft Excel® for further analysis.

## Expenditures Overview

	2013	2014	2015	2016
	Expenses	Expenses	Expenses	Expenses
▷ GENERAL GOVERNMENT	\$4,234,635	\$4,620,040	\$4,995,152	\$4,211,113  68%
▷ HEALTH AND WELFARE	\$5,636,446	\$6,063,427	\$6,418,179	\$3,951,375  60%
▷ JUDICIAL ADMINISTRATION	\$1,717,715	\$1,741,002	\$1,819,367	\$1,437,754  72%
▷ NON-DEPARTMENTAL	\$38,422,576	\$21,263,185	\$22,074,902	\$14,933,652  68%
▷ NON-FUNCTION	\$11,975,354	\$11,479,210	\$14,379,000	\$15,915,452  69%
▷ PARKS AND RECREATION	\$2,973,351	\$3,582,858	\$3,322,196	\$3,261,537  69%
▷ PLANNING AND COMMUNITY DEVELOPMENT	\$1,402,508	\$1,778,664	\$1,723,742	\$1,367,681  51%
▷ PUBLIC SAFETY	\$10,836,227	\$11,362,832	\$10,995,906	\$8,611,109  72%
▷ PUBLIC WORKS	\$5,879,428	\$6,412,819	\$6,301,165	\$5,429,348  38%
<b>Total Expenditures</b>	<b>\$83,078,239 </b>	<b>\$68,304,037 </b>	<b>\$72,029,609 </b>	<b>\$59,119,020  63%</b>

**Budget Indicators (% Utilized):**

= 0 - 85%    
 = 85 - 100%    
 = Over 100%    
 = No Data Available

As a cloud-based service, Citizen Transparency is easily implemented with any of Tyler's ERP solutions. It does not require any additional hardware investment, on-site technical support, processing fees or training. Tyler's team will work with you to align your chart of accounts with the Citizen Transparency Web sheets. You will be up and running once you have completed your review.

Citizen Transparency helps you serve your citizens by putting information at their fingertips while reducing your IT and data retrieval burdens. Citizen Transparency — a solution that you can implement today.

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

Date: 6/20/18

Weekly Agenda Date: 6/26/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler - Finance Director

**WORDING FOR AGENDA ITEM:**

Approval of transfer to close Case Management Fund

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

On July 30, 2014, the Case Management Fund was established by transferring \$309,392 from the Mental Health Fund to the new Case Management Fund. Since January 1, 2016, expenditures ceased and were moved to Sioux Rivers Region. We are now in the process of closing the Case Management Fund.

**BACKGROUND:**

**FINANCIAL IMPACT:**

Case Management Fund:

Cash balance as of June 20, 2018 \$526,637.99

Transfers to:

Fund 110 - Mental Health Services (\$309,392.00)

Fund 001 - General Basic (\$210,245.99)

When outstanding appealed claims are processed, the balance of \$7,000.00 will be transferred to the General Basic Fund. This action will close out the Case Management Fund.

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

Yes  No

**RECOMMENDATION:**

Approve motion for the requested transfer.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion \_\_\_\_\_, second \_\_\_\_\_ to approve the transfer from Case Management Fund to Mental Health Fund in the amount of \$309,392.00 and to General Basic in the amount of \$210,245.99. Hold \$7,000.00 in the Case Management Fund for potential appeals to be settled.

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

Date: 6/19/18 Weekly Agenda Date: 6/26/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler - Finance/Budget Director

**WORDING FOR AGENDA ITEM:**

Approval of Appropriations Resolution for FY 2019

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Before the new fiscal year starts July 1, 2018, a resolution shall be approved by the Board of Supervisors that will give the County Auditor the authority to issue checks for the new FY 2019.

**BACKGROUND:**

This process is reoccurring at the start of every fiscal year. The resolution will give the Elected Officials & Dept. Heads spending authority by department/division. Each individual department/division cannot exceed the total approved, without coming back to the Board of Supervisors for a change.

**FINANCIAL IMPACT:**

Gives spending authority by department/division that will total \$54,519,248.

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

Yes  No

**RECOMMENDATION:**

Approval of this Appropriation Resolution.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Appropriation Resolution for FY 2019.

Woodbury County, Iowa

Appropriation Resolution

For Fiscal Year 2019

Resolution #

Whereas, it is desired to make appropriations for each Service Area and Program Activity of County Government for the Fiscal Year 2019, beginning July 1, 2018, and

Now, therefore, be it resolved by the Woodbury County Board of Supervisors that the amounts detailed by Service Area on the Adopted FY 2019 Woodbury County Budget Summary Form 638-R constitute the authorization to make expenditures from the County's funds beginning July 1, 2018 and continuing until June 30, 2019, and

Futhermore, this Appropriation Resolution extends the spending authority of each County Program Activity to the amount appropriated to it as follows:

<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>	<u>Fund/Dept</u> <u>Division</u>	<u>Amount</u>
001-0031	682,143	001-1001	1,218,403	001-1011	609,348	001-1013	1,464
001-1014	20,547	001-1051	6,490,397	001-1061	1,527,207	001-1063	629,526
001-1064	10,566	001-1065	110,675	001-1101	2,223,780	001-1102	84,310
001-1103	104,071	001-1104	466,256	001-1105	195,753	001-1106	84,361
001-1111	139,000	001-3041	2,504,485	001-3101	110,324	001-3102	26,950
001-3112	120,200	001-3201	289,766	001-3203	9,575	001-3211	42,900
001-6101	449,990	001-6111	1,052,517	001-6113	325,425	001-6121	52,300
001-8101	1,040,610	001-8111	718,958	001-9001	371,039	001-9002	338,161
001-9003	336,551	001-9006	11,005	001-9011	299,955	001-9021	503,993
001-9032	5,000	001-9034	63,650	001-9101	1,287,346	001-9102	489,401
001-9103	441,568	001-9104	8,000	001-9105	25,075	001-9106	7,800
001-9108	111,612	001-9109	6,200	001-9111	1,065,557	001-9112	654,458
002-1211	490,814	002-1238	119,784	002-1240	61,361	002-1402	27,700
002-1422	876,910	002-1430	250,011	002-1501	31,000	002-1621	286,000
002-3301	2,011,149	002-3302	200,000	002-8001	391,822	002-8003	186,175
002-9202	1,100,000	003-0227	198,895	006-9001	25,000	007-1061	113,923
008-1051	50,000	110-4022	288,501	110-4075	36,412	110-4222	58,608
110-4411	14,101	110-4413	1,942,708	111-0031	203,498	111-1002	935,154
111-6011	89,258	111-6021	206,609	111-6115	36,000	111-6201	7,067
111-6321	277,104	111-8021	7,000	113-8112	207,000	114-8112	18,600
220-0200	455,000	220-0300	375,000	220-7002	15,000	220-7003	3,000
220-7011	905,083	220-7012	21,500	220-7013	14,000	220-7014	79,000
220-7015	70,000	220-7101	100,000	220-7102	50,000	220-7111	25,000
220-7112	3,468,091	220-7117	1,150,000	220-7118	17,000	220-7121	1,000
220-7131	210,000	220-7201	801,000	220-7211	457,000	220-7212	759,500
220-7213	82,000	220-7221	7,000	220-7222	65,000	220-7223	120,000
220-7231	5,000	220-7232	55,000	220-7233	20,000	221-0202	1,410,000

229-1211	142,387	231-0221	431,501	259-1211	5,000	261-6401	419,097
262-1201	243,810	266-6101	100,000	274-1101	94,000	278-1066	7,000
283-1101	45,000	360-9101	120,153	360-9102	175,000	360-9103	360,000
360-9104	3,000	360-9106	186,000	360-9110	80,000	360-9111	150,000
448-0101	104,000	448-0102	100,000	448-0104	371,740	448-0107	1,135,800
448-0109	210,000	448-0110	169,288	448-0111	3,068	448-0112	19,990
448-0114	66,579	448-0117	13,516	448-0119	31,650	448-0120	50,876
667-6101	762,068	667-6102	3,500	667-6103	58,706		

**Accordingly**, until such time as a Service Area is identified as progressing to a spending level challenging its appropriation, a budget amendment per 331.435 will not be implemented,

**However**, should a Program Activity approach a spending level challenging its appropriation level, and the Service Area continues balanced, the Board of Supervisors will be requested to increase the Program's spending authority by resolving to permit such, and,

**Additionally**, the Board of Supervisors may be requested to decrease a Program's appropriation by 10% or \$5,000, whichever is greater, to appropriate a like amount to a Program Activity requesting same: 331.434 sub 6 will govern actions in this regard.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County on June 26th, 2018 and certified as follows:

Woodbury County Board of Supervisors

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Department/Division Descriptions  
FY 2019**

<u>Fund</u>	<u>Department</u>	<u>Code/Division</u>
001 - General Basic		
	Supervisors:	
		0031 - Refunds
	Sheriff:	
		1001 - Uniform Patrol
		1011 - Investigations
		1013 - US Marshal Federal Reimbursement
		1014 - Drug Task Force - Federal Reimbursement
		1051 - LEC Jail Facility
		1061 - Sheriff Administration
		1063 - Civil Division
		1064 - Highway Safety Grant
		1065 - Crime Prevention
	County Attorney:	
		1101 - County Attorney Administration
		1102 - HIDTA Grant #1
		1103 - Edward Byrne Grant
		1104 - Juvenile Detention
		1105 - Fine Collections
		1106 - HIDTA Grant #2
	Supervisors:	
		1111 - County Medical Examiner
		3041 - Siouxland District Health
	Human Services:	
		3101 - Administration
	Supervisors:	
		3102 - General Relief Administration
		3112 - General Relief Assistance
	Veteran Affairs:	
		3201 - Administration
		3203 - IDVA Grant
		3211 - Veterans Assistance
	Conservation Board:	
		6101 - Administration
		6111 - Parks
		6113 - Naturalist
		6121 - Nature Center
	Co. Treasurer:	
		8101 - Motor Vehicle
	Co. Auditor:	
		8111 - Recorder



Supervisors:

- 9001 - Board of Supervisors
- 9002 - Board Administration

Human Resources:

- 9003 - Administration

Civil Service:

- 9006 - Administration

Co. Auditor:

- 9011 - Administration

Co. Treasurer:

- 9021 - Tax Department

Supervisors:

- 9032 - Public Bidder
- 9034 - Mail Services

Building Services:

- 9101 - Courthouse Building
- 9102 - LEC Building
- 9103 - Tropser Hoyt Building
- 9104 - Anthon Courthouse
- 9105 - Praire Hill Facility
- 9106 - District Health Facility
- 9108 - Building Services
- 9109 - Tri View Facility

WCICC Commission:

- 9111 - WCICC Information

Communications Commission:

- 9112 - Communications Center

**002 - General Supplemental**

Emergency Services:

- 1211 - Operations

Supervisors:

- 1238 - Emergency Management Allocation
- 1240 - Starcom Allocation
- 1402 - District Court Operations

Sheriff:

- 1422 - District Court Security
- 1430 - Courthouse Security

County Attorney:

- 1501 - Jury & Witnes Fees

Supervisors:

- 1621 - Court Appointed Juvenile Attorney Fees

Juvenile Detention:

- 3301 - Juvenile Detention Operations

Supervisors:

3302 - Youth Guidance Services

County Auditor:

8801 - Elections Administration

8803 - General Election

Supervisors:

9202 - Risk Management Services

**003 - Gaming Revenues**

Supervisors:

0227 - Contributions & Allocations

**006 - Centennial Event**

Supervisors:

9001 - Centennial Event

**007 - Sheriff's Training Center**

Sheriff:

1061 - Administration

**008 - Sheriff's Commissary Fund**

Sheriff:

1051 LEC Correctional Facility

**110 - Sioux Rivers Region**

Sioux Rivers Region:

4022 - Services Management

4075 - Mental Health Advocates

4222 - Services Management

4411 - General Management

4413 - Distribution to the Region

**111 - Rural Basic**

Supervisors:

0031 - CF Rebate - Excise Tax

Sheriff:

1002 - Uniform Patrol

Co. Engineer:

6011 - Roadside Management

Supervisors:

6021 - Sanitary Landfill

Supervisors:

6115 - Soil Conservation Allocation

Emergency Services:

6201 - Animal Control

County Economic/Community Development:

6321 - Administration

Supervisors:

8021 - Township Trustees

**113 - County Recorders Management**

County Auditor:

8112 - Records Management

**114 - County Recorders Electronic Management**

County Auditor:

8112 - Records Management

**220 - Secondary Roads**

County Engineer:

0200 - Capital Projects

0300 - Capital Projects

7002 - Administration Office Expense

7003 - Administration Substance

7011 - Secondary Roads Administration & Engineering

7012 - Administration Equipment & Supplies

7013 - Administration Substance

7014 - Outside Engineering

7015 - Bridge Inspection

7101 - Bridges

7102 - Culverts

7111 - Roadway Maintenance

7112 - Maintenance Wages & Benefits

7117 - Surface Maintenance

7118 - Roadside Maintenance

7121 - Snow & Ice Removal

7131 - Traffic Control

7201 - New Equipment

7211 - Equipment Repairs

7212 - Equipment Supplies

7213 - Sundry

7221 - Tools

7222 - Materials PLD STK

7223 - Supplies PLD STK

7231 - Drainage Assessments

7232 - Building

7233 - Grounds

**221 - Secondary Roads Special Bridge Projects**

County Engineer:

0202 - Capital Projects

**229 - EMS Loan**

Emergency Services:  
1212- EMS Loans

**231 - Local Option Sales Tax (L.O.S.T.)**

Supervisors:  
0227 - Contributions & Allocations

**259 - EMS Training**

Emergency Services:  
1211 - Emergency Services Training

**261 - County Library**

County Library Trustees:  
6404 - Operations

**262 - Emergency Paramedic Services**

Emergency Services:  
1201 - Emergency Paramedic Services

**266 - REAP**

Conservation Board:  
Capital Projects

**274-County Attorney Forfeiture**

County Attorney:  
1101 - Equipment

**278 - Sheriff's Forfeitures**

Sheriff:  
Administration

**283 - County Fine Collections**

County Attorney:  
Administration

**360 - CIP Capital Projects**

Supervisors:  
9101 - County Buildings Project  
9102 - LEC Facility  
9103 - Trospen/Hoyt Facility  
9104 - Anthon Courthouse  
9105 - Praire Hills Facility  
9106 - District Health Facility  
9110 - Climbing Hill Facility  
9111 - WCICC CIP

**448 - Debt Service**

Supervisors:

- 0101 - Conservation CIP (2010)
- 0102 - Sheriff - Intake CIP (2017)
- 0104 - CIP Projects (2017)
- 0107 - Capital Loan Note (2016)
- 0109 - TIF Loan (2017)
- 0110 - Capital Loan - (2018)
- 0111 - Conservation CIP (2010) Interest
- 0112 - Sheriff - Intake CIP (2017) Interest
- 0114 - CIP Projects (2017) Interest
- 0117 - Capital Loan Note (2016) Interest
- 0119 - TIF Loan (2017) Interest
- 0120 - Capital Loan (2018) Interest

**667 - Conservation Reserve**

Conservation Board:

- 6101 - Administration
- 6102 - Nature Center Gift Shop
- 6103 - Nature Center Programs

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

Date: 6/19/18 Weekly Agenda Date: 6/26/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Dennis Butler - Finance/Budget Director

**WORDING FOR AGENDA ITEM:**

Approval of resolution for Inter-fund Operating Transfers for FY 2019

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Before the new fiscal year starts July 1, 2018, a resolution shall be approved by the Board of Supervisors that will give the County Auditor the authority to make operating transfers during FY19.

**BACKGROUND:**

This process is reoccurring at the start of every fiscal year. The resolution will give the Auditor's Office authority to make operating transfers from time to time between the various county funds in each resolution.

**FINANCIAL IMPACT:**

Gives the Auditor the authority to make operating transfers in the total amount of \$9,131,494.

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

Yes  No

**RECOMMENDATION:**

Approval of the Operating Transfers Resolutions.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve the Resolution for Inter-fund Operating Transfers for FY 2019.

**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the General Supplemental to the General Basic Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to fund the appropriations for the matching FICA, IPERS, Health Insurance, Life Insurance and LTD costs expended from the General Basic Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Supplemental Fund to the General Basic Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 6,591,370.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018 the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Gaming Fund to the General Basic Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Gaming revenues to the General Basic Fund for property tax reductions,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Gaming Fund to the General Basic Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 300,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the General Basic Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax Fund revenues to the General Basic Fund for part time help conservation,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the General Basic Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 15,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the General Basic Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax revenues to the Sheriff's Training Center Fund to pay in part the lease/purchase for the new Center,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Sheriff's Training Center Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 74,344.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax Fund revenues to the Rural Basic Fund for the funding of the Economic/Community Development department,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 278,993.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Local Option Sales Tax Fund to the Rural Basic Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Local Option Sales Tax revenues to the Rural Basic Fund for the funding of Soil Conservation,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Local Option Sales Tax Fund to the Rural Basic Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 36,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018 the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Conservation Reserve Fund to the Debt Service Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Conservation Reserve revenues to the Capital Improvement Fund for debt repayment for conservation capital improvements,

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Conservation Reserve Fund to the Debt Service Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 107,068.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Tax Increment Fund to the Debt Service Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Tax Increment Fund revenues to the Debt Service Fund to pay FY 2019 principal and interest for the 2017 tax increment G.O. .

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Tax Increment Fund to the Debt Service Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 241,650.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the Secondary Roads Fund during the Fiscal Year 2018-189 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the Secondary Roads Fund to pay their share of the expenses of the Secondary Roads Fund.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the Secondary Roads Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 1,100,000.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Services Fund to the County Library Fund during the Fiscal Year 2018-19 budget year, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move the taxes, levied on the township valuations, to the County Library Fund to pay the their share of the expenses of the County Library.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Services Fund to the County Library Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 143,259.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nayes: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the General Basic Fund to the Emergency Paramedic Services Fund during the Fiscal Year 2018-19 budget, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move General Basic revenues to the Emergency Paramedic Services Fund to pay half of the new paramedics salaries and benefits.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the General Basic Fund to the Emergency Paramedic Services Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 121,905.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

Ayes: \_\_\_\_\_  
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Nays: \_\_\_\_\_  
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**Resolution for Interfund Operating Transfers**  
**Resolution #**

Whereas, it is desired to authorize the Auditor to periodically transfer sums from the Rural Basic Fund to the Emergency Paramedic Services Fund during the Fiscal Year 2018-19 budget, and

Whereas, said transfers must be in accordance with Section 331.432 Code of Iowa,

Whereas, the purpose of the transfers are to move Rural Basic revenues to the Emergency Paramedic Services Fund to pay half of the new paramedics salaries and benefits.

Now, therefore be it resolved by the Board of Supervisors of Woodbury County, Iowa, as follows:

The total maximum transfers from the Rural Basic Fund to the Emergency Paramedic Services Fund for the fiscal year beginning July 1, 2018, shall not exceed the sum of \$ 121,905.

The Auditor is directed to correct his books when said operating transfers are made and to notify the Treasurer of the amounts of said transfers.

The above and foregoing resolution was adopted by the Board of Supervisors of Woodbury County Iowa, on June 26th, 2018, the vote being as follows:

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

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

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

Date: 6/14/18 Weekly Agenda Date: 6/26/18

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

**WORDING FOR AGENDA ITEM:**

Approval of Contract for Online Permitting Services

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

This item requests the Board's approval to enter in a 3-yr agreement with The Schneider Corporation for a Software as a Service (SaaS) subscription to their e-government Permitting solution.

**BACKGROUND:**

The CED dept. manages the county's zoning & subdivision ordinance. They also oversee all functions related to the permitting process. To provide a better customer experience and more efficient internal data collection and management system, the dept. requests to implement an online permitting service that will be integrated with Beacon, the county's web-based GIS property data software platform.

**FINANCIAL IMPACT:**

Year 1 = \$12,600 Year 2 = \$8,100 Year 3 = \$8,100 (Annual Hosting Fees = \$8,100, Initial Setup Fees \$4,500)  
Note: Initial setup fees cover the integration of existing permitting data and an electronic payment system.  
Total cost for three years will be \$28,800.

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

Yes  No

**RECOMMENDATION:**

Allow the Director to sign the agreement. Allow the use of carryover funds from the CED dept. for FY17/18 to help cover the year 1 expenses for the Permitting agreement. Motion to allocate \$8,100 annually from revenue generated in FY's 18/19 and 19/20 by the CED department to cover the annual expense of the Permitting agreement for FY's 19/20 & 20/21.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to allow the Director to sign the agreement and allow the use of carryover funds from the CED dept. for FY17/18 to help cover the year 1 expenses for the Permitting agreement. Motion to allocate \$8,100 annually from revenue generated in FY's 18/19 and 19/20 by the CED department to cover the annual expense of the Permitting agreement for FY's 19/20 & 20/21.

## Permitting & Zoning Revenues for FY's 15-18

### Fiscal Year 2014-15

New Dwelling or Addition 300 Sq. Ft. or More	25 (Ag. Exempt = 4)
Accessory Structure or Addition 300 Sq. Ft. or Less	67 (Ag. Exempt = 28)
Commercial Building 0-10,000 Sq. Ft	3
Commercial Building over 10,000 Sq. Ft.	2
Total Number of Building Permits Issued	97
Subdivision (4 Lots or Less)	4
Subdivision (5 Lots or More)	0
Conditional Use Permit	3
Flood Plain Development Permit	4
Grading Permit	2
Sign Permit	1
Rezone	2
Variance	1
Fines	2
<b>Total Revenue Collected in Fiscal Year 2014-15</b>	<b>\$15,600</b>

### Fiscal Year 2015-16

New Dwelling or Addition 300 Sq. Ft. or More	28 (Ag. Exempt = 2)
Accessory Structure or Addition 300 Sq. Ft. or Less	74 (Ag. Exempt = 31)
Commercial Building 0-10,000 Sq. Ft	8
Commercial Building over 10,000 Sq. Ft.	1
Total Number of Building Permits Issued	111
Subdivision (4 Lots or Less)	3
Subdivision (5 Lots or More)	0
Conditional Use Permit	11
Flood Plain Development Permit	9
Grading Permit	4
Sign Permit	1
Rezone	1
Variance	1
Fines	2
<b>Total Revenue Collected in Fiscal Year 2014-15</b>	<b>\$16,833</b>

## Fiscal Year 2016-17

New Dwelling or Addition 300 Sq. Ft. or More	25 (Ag. Exempt = 4)
Accessory Structure or Addition 300 Sq. Ft. or Less	72 (Ag. Exempt = 25)
Commercial Building 0-10,000 Sq. Ft	4
<u>Commercial Building over 10,000 Sq. Ft.</u>	<u>1</u>
Total Number of Building Permits Issued	102
Subdivision (4 Lots or Less)	5
Subdivision (5 Lots or More)	1
Conditional Use Permit	5
Flood Plain Development Permit	11
Grading Permit	0
Sign Permit	1
Rezone	4
Variance	1
Fine	3
<b>Total Revenue Collected in Fiscal Year 2014-15</b>	<b>\$16,295</b>

## Fiscal Year 2017-18

New Dwelling or Addition 300 Sq. Ft. or More	18 (Ag. Exempt = 4)
Accessory Structure or Addition 300 Sq. Ft. or Less	47 (Ag. Exempt = 21)
Commercial Building 0-10,000 Sq. Ft	5
<u>Commercial Building over 10,000 Sq. Ft.</u>	<u>0</u>
Total Number of Building Permits Issued	70
Subdivision (4 Lots or Less)	2
Subdivision (5 Lots or More)	1
Conditional Use Permit	5
Flood Plain Development Permit	5
Grading Permit	1
Sign Permit	1
Rezone	1
Variance	3
Fine	5
<b>Total Revenue Collected in Fiscal Year 2014-15 (Without AGP Revenue)</b>	<b>\$22,610 (Includes \$14,500 from AGP Permit) \$8,110</b>



# Permitting™

Dear David,

Thank you for your interest in The Schneider Corporation's **Permitting** solution. Communities are realizing the value in this web-based technology that eliminates many challenges faced by local government organizations by:

- managing permit applications, vendor registration, and code enforcement
- streamlining workflows
- reducing or eliminating the need for office visits
- increasing and automating communication
- providing unlimited number of permits and users' access
- allowing for online payments

This solution is becoming an extremely popular choice for organizations across the country. We are excited to propose our e-government **Permitting** solution to benefit your community.

Now you can offer your citizens an advanced technology that enables them to track their permitting process in real time, 24/7, interactively edit maps and integrate current data. **Permitting** requires not additional software, reduces time and improves efficiencies. This web-based technology eliminates many challenges faced by local government organizations in managing permit applications, vendor registration, and code enforcement. Schneider's e-government **Permitting** solution is completely web-based, which eliminates the need for costly hardware and software purchases and upgrades. **Permitting** does not require any additional hardware or software. If you can access the Internet on your PC, laptop, iPad, tablet or smart phone, you can access **Permitting** anywhere. The multitudes of benefits cover both your permitting office and applicant.

The Schneider Corporation, a Women Business Enterprise (WBE), has worked hard to be one of the largest e-government providers in the country by bringing innovative solutions to our client. We have listened to our clients and we will change ourselves to meet your needs. Please, call me if you have any additional questions or concerns.

Sincerely,



**Ryan Smith** | Business Development Manager  
**The Schneider Corporation**  
Direct (515) 509-2121  
[rsmith@schneidercorp.com](mailto:rsmith@schneidercorp.com)

## Permitting never sleeps. Your community can process permits while the offices are closed.

***With Permitting, give your community the tools to process a permit on their own time and from any internet access device! Online 24/7!***

Currently, we have over 20 communities using our Permitting software **across the country** and nearly 600 local government clients in 26 states supported by our technology division. By delivering advanced permit and inspection services, we provide **highly flexible and powerful decision-support systems** that empower our clients with modern technology, enabling users to conduct county business online. The Schneider Corporation is the **largest e-government provider** of these types of solutions in the country!

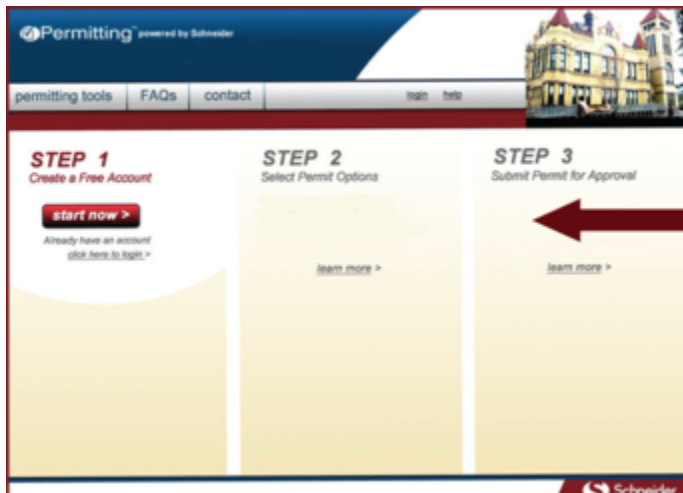
*"We couldn't have done it without all your help and **dedication** to us. Schneider has helped Marshall County take the **latest technology**, shape it into a **cost efficient** way to meet the best needs of our community, with the least amount of investment, producing the greatest amount of gain. It is a great team and I enjoy working with each and every one of you. I look forward to working on our future projects with all of you. Thank you again, to the whole Schneider staff."*

*- Marshall County, Indian*



### What is Permitting?

Our Permitting innovative solution helps communities **streamline** and track, in **real time**, all types of permits throughout their lifecycle. Permitting can dramatically reduce the time it takes to generate permits and improves customer satisfaction with easy 24/7 easy to use solution. With **no additional software** ever needed, Permitting changes how citizens interact with local government offices by modernizing local government.

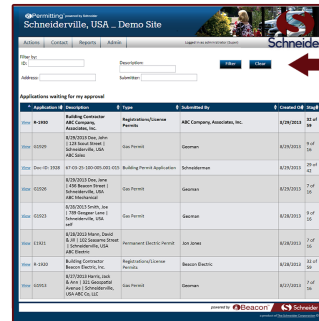


**PERMITTING NOW IN  
3 EASY STEPS!**

**Permitting is used by multiple offices across the country and processes all types of permits, applications, and licenses.**

### Offices

- Planning
- Economic
- Sheriff
- Clerk
- Health Dept.
- Highway Dept.
- Animal Control
- Development



Application #	Description	Date	Status
10000	Building Permit	10/15/2018	Approved
10001	Electrical Permit	10/15/2018	Pending
10002	Mechanical Permit	10/15/2018	Approved
10003	Plumbing Permit	10/15/2018	Pending
10004	Handgun Permit	10/15/2018	Approved
10005	Alcohol Permit	10/15/2018	Pending
10006	Marriage License	10/15/2018	Approved
10007	Variance	10/15/2018	Pending
10008	Driveway Permit	10/15/2018	Approved

**TRANSFER**

Our support team can transfer existing historic permit data into the system

### Types

- Building
- Electrical
- Mechanical
- Home Occupation
- Construction
- Conditional Use
- Plumbing
- Handgun
- Alcohol
- Marriage
- Variance
- Driveway



### Why Permitting?

Permitting is a **quick, easy, and affordable** web solution for all your community's workflow needs. With smaller budgets and larger demand for services, local governments across the country are realizing the **value** in making their workflow available online for public and internal users. Your organization increases in visibility and exposure, as well as increasing services to taxpayers.

**Time savings** is a must in this day and age. The need to access local government information often occurs outside of normal office hours. Thus, Permitting provides robust, user-friendly access through the web and across mobile devices when and where the users need it; reducing or eliminating the need for office visits, increasing and automating communication and information access to all involved parties, and allowing for online payments, this solution is becoming an extremely popular choice for organizations across the country.

*"I have come to **trust** Schneider over the years... They are **cost effective** and **easy** to work with. I look to them first with every project I cannot effectively do myself."*

*- Le Sueur County, Minnesota*



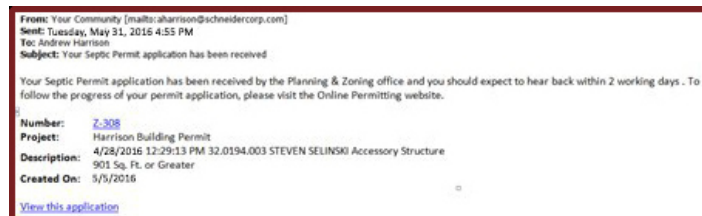
## Permitting Benefits for the Applicant

- Don't have to drive to apply for a permit.
- Multiple trips to government offices are eliminated.
- Bottlenecks are minimized so customer service is improved.
- 24/7 access and communication about the permit process.
- Permits are processed consistently and efficiently.
- Notifications are automated.
- Duplication of effort is avoided and errors are reduced.
- Automated data entry.
- Payments can be made online.



## Permitting benefits for your Organization

- Staff is empowered to keep up with demand because hours spent on permitting approval are reduced. No new hardware or software.
- User-friendly administration interface allows your personnel to create and modify permit workflows, security roles, and rights to data.
- Custom data entry forms and workflows that match your organization's permitting processes.
- Customizable notification emails that automate the communication of the permit application progress, from the system to the key offices and applicant.
- Integration with the property information of CAMA, tax roll, or Beacon/qPublic.net for easier property searches and auto-population of property information on permit application forms.



## Additional benefits for your Organization

- Interactive GIS mapping interface, which allows online map sketching and measurements on aerial photography and mapped data features.
- The ability for document upload and attachment for all workflow stages.
- Online permit application fee collection.
- Permit history reports, including data from your organization's legacy systems.
- A user-friendly dashboard which tracks the daily to-do list and permit progress.



Permits and plans touch so many departments and individuals that it is extremely important to maintain an easy, quick and effective solution where everyone is involved in the process. Communication is a critical component and need to embrace to improve customer service, community safety and resources. Schneider's Permitting accomplishes all these items; therefore, improving the community we live in.

## What awards has The Schneider Corporation been recognized for?

Schneider's industry leadership has been recognized through several awards for projects and performance such as:

- Esri Business Partner of the Year
- Esri Foundation Partner of the Year
- Esri 20 Year Partner Recognition Award
- TechPoint Mira "IT/Tech Service Excellence & Innovation" Winner (E-Government)
- TechPoint Mira "Corporate Innovator of the Year" Finalist
- IGIC Excellence in GIS Award (Marshall County)
- IGIC Excellence in GIS Award (Hamilton Southeastern Utilities)
- IGIC Excellence in GIS Award (Roche Diagnostics)
- IGIC Excellence in GIS Award (Town of Brownsburg)
- IGIC Excellence in GIS Award (Indiana State Lands Office GIS project)
- ACEC Engineering Excellence Award (Vigo County/City of Terre Haute GIS)
- IGIC Excellence in GIS Award (Town of Plainfield Sewer Integration project)
- TechPoint Mira "Innovation of the Year" nomination (Draincalc)
- ACEC Engineering Excellence Award (SAMCO/HSE Utilities)
- IGIC Excellence in GIS Award (Eli Lilly, INDOT, and the City of South Bend GIS projects)
- AIC Awards (Blackford County and Huntington County GIS projects)
- IGIC Excellence in GIS Award (City of Indianapolis DWP Impervious Surface project)
- IGIC Excellence in GIS Award (Town of Cumberland and Huntington County web GIS projects)



## Meet the Team

Schneider brings over 120 professionals, this team includes certified GIS professionals (GISP), senior project managers and consultants, GIS technicians, and senior software architects. Also included is our **\$2,000,000 Errors and Omissions and \$10,000,000 liability insurance** policy to support Woodbury County, Iowa's needs.



### Tracy

Tracy previously served as a Project Manager before leading our implementation and client on-boarding activities for our popular Permitting e-Government solution, as well as providing additional Staff Augmentation duties. Tracy assists clients on how to make the best use of solutions, and redesign workflows to take advantage of the most modern technologies.



### Mike, GISP

Mike has been involved with Permitting since Schneider's initial design. He understands the permitting workflow better than anyone in the industry does. Mike has worked with many different departments and department heads in getting their Permitting system up and running. His experience with workflow management, online permitting staging, and department guidance is unmatched.



### Shawn

Shawn has nearly 20 years of experience with software development. He has experience developing everything from desktop solutions to web portals, as well as playing several roles in the software development cycle. He is knowledgeable about working with the client to determine what the software should do, managing a development team, and building the software and deployment process.



### Marty

Recently, as our Permitting clients increase, Marty's customer service and creativity has allowed him to be an excellent asset to the Permitting team. Marty has also worked alongside county and state government departments, as well as companies providing GIS services for such departments and other clients as well as a variety of projects for local and state government and private clients.



### Ronnie

Ronnie's experience includes GIS, quality control, and customer service in both the private sector and state government. Ronnie has worked on various projects ranging from heads up digitizing landfills to finalizing fiber optic network design plans with large technology companies. Ronnie has also assisted in producing/critiquing training material for various types of Schneider software.

## Permitting Scope of Work

We are proposing a Software-as-a-Service (SaaS) subscription to Schneider's e-government **Permitting** solution.

### *Included Services:*

1. Administrative account setup and deployment.
2. Four, two-hour on-line training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.
3. Toll free phone support.

### *Optional Services:*

1. Research, setup, and configuration of existing **Permitting** workflows (done on a time and materials basis).

### *System functionality will include the following:*

1. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third party organizations).
2. User role based security and access control to manage system users and enable workflow stage access based on user type.
3. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
4. Administrative interface for your workflow project setup and configuration.
  - a. Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
  - b. Create and edit unlimited number of stages for each workflow project.
  - c. Create and edit unlimited number of data entities for each stage.
  - d. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
  - e. Modify stage sequencing, and group stages for parallel activation.
  - f. Restrict visibility of workflow projects and stages to admin users only.
  - g. Ability to generate test permit applications when modifying workflow projects, and publish workflow updates to the live system when modifications are complete.
  - h. Ability to "unpublish" a workflow project so that no new permits will be allowed to be created by users.
  - i. Clone project capability to create a new workflow project based on an existing workflow project.
  - j. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
  - k. Configure workflow stage skipping based on user entered inputs on dropdown lists and checkboxes.
  - l. Project Summary page with detailed outline of each workflow project.
  - m. Print template editing interface to allow your admin users to configure templates for printable, completed permit applications.
5. Multiple supported data entity types for data entry forms, including the following:
  - a. Short text box
  - b. Long text box (Comments)
  - c. Date
  - d. Document attachment (with file browser)
  - e. Fee
  - f. Lookup (dropdown list)
  - g. Number
  - h. Static HTML label
  - i. Checkbox
6. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
7. Your community website branding to allow the community to provide a header logo image and contact information from the organization.
8. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on your existing GIS map and aerial photography.

9. Task List page to allow users to view permit applications in progress based on the following criteria:
  - a. Permit applications waiting for my input
  - b. Permit applications waiting for input/approval from other users
  - c. Permits waiting for my approval
  - d. Permits with unpaid fees currently due
10. Integration with the your community's existing Beacon/qPublic.net online portal to utilize existing property and GIS data for permit processing, search and report capabilities. Shared data elements are limited to Professional's existing Guidepost UPM data model.
11. Contractor Registration Interface
  - a. Allows system users to register as a contractor with CLIENT.
  - b. Admin interface to setup contractor types and registration fees
  - c. Maintains a database of CLIENT's registered contractors, including the following information.
    - xix. Contractor Type
    - xx. Business Name
    - xxi. Street Address
    - xxii. City
    - xxiii. State
    - xxiv. Zip
    - xxv. Contact Name
    - xxvi. Contact Title
    - xxvii. Contact Business Phone
    - xxviii. Contact Cell Phone
    - xxix. Contact Email Address
    - xxx. Company Web Address
    - xxxi. Status
    - xxxii. Registration length ( in months)
    - xxxiii. Effective Date
    - xxxiv. Expiration Date
    - xxxv. Renewal Date
    - xxxvi. Workers Comp. Expiration Date
    - xxxvii. Bond Expiration Date
    - xxxviii. Liability Insurance Expiration Date
    - xxxix. Registration Fee Payment status
    - xl. Notes
    - xli. Attached Documents

### *System Hosting and Maintenance:*

The Schneider Corporation web data server environment includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include maintained integration between the **Permitting** system and the client's Beacon/qPublic.net data sources (if available) to ensure current source data; daily **Permitting** system data backups; ongoing system updates to ensure compatible functionality and security with the latest web browser technologies. Services also include monitoring of The Schneider Corporation web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of The Schneider Corporation professionals, web services are not guaranteed to be available 24 hours per day, 7 days per week.

## Optional - Data Migration Services:

### *Legacy System Data Migration Services - \$5,250*

Schneider will import data from your existing legacy **Permitting** system into Schneider's **Permitting** system under this agreement under the following expectations:

1. Data from your Legacy System will be imported, from the existing Legacy System Database to Schneider's SQL Server based system, in its existing database structure. Schneider will not attempt to reprocess the data to make it fit into workflows that are developed in the new system.
2. Schneider assumes location based permit data in the Legacy System includes a reference to a parcel (Parcel ID number). If not, Schneider will need to develop a custom search interface for this system.
3. Schneider will develop a history report that allows the user to view a list of permits that pertain to an individual parcel, including permits from both the legacy and new systems.
4. Schneider can develop additional custom reports with data from the Legacy System, but it may require additional costs that will be approved under subsequent agreements.

Based on Schneider's previous legacy permit system integration projects, we anticipate this task taking 30 hours to import data from the legacy system and develop a history report. Any effort beyond 30 hours will require T&M based services under a new agreement.

## Optional – System Configuration Setup Services:

### *Fixed Fee Setup Services – \$2,500*

Schneider will provide up to 20 hours of technical support services to assist your staff with setup, configuration, deployment and usage of the online **Permitting** system for your community's desired permit types. This will include hands-on configuration of permit workflows by Schneider's staff, based on your community's definition of workflow stages and data entities for each permit type

**Hourly Setup Services** – Upon completion of Fixed Fee Setup Support Services, Schneider will provide technical support services, as needed, and upon written request, to assist with setup, configuration, deployment and usage of the online **Permitting** system your community's desired permit types. Hourly support services will be invoiced monthly, based upon the Hourly Fee Schedule in Attachment B of Schneider's Professional Services Agreement.

## Optional – Implementation Data Services

### *Option 1: Basic Implementation: \$ 10,000*

- Workflow template starter package (Building Permit, Septic Permit, Driveway/Road Cut Permit)
- 5 days remote workflow development services (web-based)
- 2 consecutive days onsite workflow development services
  - *Client must use the service days within 12 months of the contract*

### *Option 2: Standard Implementation: \$ 25,000*

- Kickoff meeting (web-based)
- Workflow template starter package (Building Permit, Septic Permit, Driveway/Road Cut Permit)
- Bi-weekly remote management of system @ 2 days per month
  - Development and publication of workflows
  - First point of contact for permit system questions from public or county/city
  - Bi-weekly remote management of workloads and workflows

### *Option 3: Expanded Implementation: \$ 50,000*

- Kickoff meeting (web-based)
- Workflow template starter package (Building Permit, Septic Permit, Driveway/Road Cut Permit)
- Weekly remote management of system @ 1 day per week
  - Development and publication of workflows
  - First point of contact for permit system questions from public or county/city
  - Weekly remote management of workloads and workflows

## Permitting Investment:

**Setup:** Site training, initiation and setup which includes: Four, two-hour on-line training sessions and integration with Beacon/qPublic.net (if available) and System Configuration Setup Services

**Hosting:** Annual hosting and maintenance

## Hosting Fees

Cost	
Hosting - Core Price adjusted for Jurisdiction Parcel total	
Hosting - Map (Esri)	
<b>Total Annual Cost:</b>	<b>\$8,100.00</b>

## Setup Fees

Cost	
Setup - Database Connection	
Setup - Payment Processor Integration	
<b>Total Setup Cost:</b>	<b>\$4,500.00</b>



This Agreement is made and entered into by and between The Schneider Corporation also doing business as qPublic, an Indiana Corporation, whose place of business is 8901 Otis Avenue, Indianapolis, IN 46216 ("PROFESSIONAL") and Woodbury County, Iowa, whose place of business is: 620 Douglas Street, Room 703 | Sioux City, IA 51101 ("CLIENT").

## 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

### A. Permitting Portal Development

Development of a web-based Permitting portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third party organizations).
- b. User role based security and access control to manage system users and enable workflow stage access based on user type.
- c. Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
- d. Administrative interface for CLIENT workflow project setup and configuration.
  - 1) Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
  - 2) Create and edit unlimited number of stages for each workflow project.
  - 3) Create and edit unlimited number of data entities for each stage.
  - 4) Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
  - 5) Modify stage sequencing, and group stages for parallel activation.
  - 6) Restrict visibility of workflow projects and stages to admin users only.
  - 7) Ability to generate test permit applications when modifying workflow projects, and publish workflow updates to the live system when modifications are complete.
  - 8) Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
  - 9) Clone project capability to create a new workflow project based on an existing workflow project.
  - 10) Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
  - 11) Configure workflow stage skipping based on user entered inputs on dropdown lists and checkboxes.
  - 12) Project Summary page with detailed outline of each workflow project.
  - 13) Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
- e. Multiple supported data entity types for data entry forms, including the following:
  - 1) Short text box
  - 2) Long text box (Comments)
  - 3) Date
  - 4) Document attachment (with file browser)
  - 5) Fee
  - 6) Lookup (dropdown list)
  - 7) Number
  - 8) Static HTML label
  - 9) Checkbox
- f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
- g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
- h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.
- i. Task List page to allow users to view permit applications in progress based on the following criteria:
  - a) Permit applications waiting for my input
  - b) Permit applications waiting for input/approval from other users



- c) Permits waiting for my approval
- d) Permits with unpaid fees currently due
- j. Integration with CLIENT's existing Beacon™ online portal to utilize existing property and GIS data for permit processing, search and report capabilities. Shared data elements are limited to Professional's existing Guidepost UPM data model.
- k. Contractor Registration Interface
  - a) Allows system users to register as a contractor with CLIENT.
  - b) Admin interface to setup contractor types and registration fees
  - c) Maintains a database of CLIENT's registered contractors, including the following information.
    - 1) Contractor Type
    - 2) Business Name
    - 3) Street Address
    - 4) City
    - 5) State
    - 6) Zip
    - 7) Contact Name
    - 8) Contact Title
    - 9) Contact Business Phone
    - 10) Contact Cell Phone
    - 11) Contact Email Address
    - 12) Company Web Address
    - 13) Status
    - 14) Registration length ( in months)
    - 15) Effective Date
    - 16) Expiration Date
    - 17) Renewal Date
    - 18) Workers Comp. Expiration Date
    - 19) Bond Expiration Date
    - 20) Liability Insurance Expiration Date
    - 21) Registration Fee Payment status
    - 22) Notes
    - 23) Attached Documents
- l. Included Services:
  - a) Administrative account setup and deployment.
  - b) Four, two-hour on-line training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.

**B. Permitting – Custom Payment Processing Integration**

- a. Professional will provide Product customization development services to integrate CLIENT's Permitting website with CLIENT's preferred third party payment processor.
- b. Integration will allow the Permitting website to pass permit fee amounts and purchaser information to the third party payment processor where the end user will submit payment information and receive a receipt for the transaction. The third party payment processor will handle all payment and transaction fee processing and routing of funds to CLIENT.
- c. Permitting end users will be required to click a link or button on the third party payment processor interface in order for the third party payment processor to notify the Permitting system that the permit fee has been paid, and to return the end user to the Permitting website.

**C. Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above described portal for the term of this Agreement.

PROFESSIONAL'S web data server environment includes a redundant/fail over power system, multiple power sources and long term generator power, and multiple entry points for Internet bandwidth from different providers for increased reliability. Services include automated transfer of data updates, mutually agreed upon website improvements and modifications, and regular functionality enhancements through the web hosting period. Services related to connecting to new versions of existing third party databases and services related to connecting to new databases in the event of a change in third party providers are not covered by this Agreement. PROFESSIONAL will also maintain website usage statistics which can be viewed by CLIENT staff through an interface. Certain onsite hardware and software configurations may require additional third party software (not included in this Agreement). The update feature requires CLIENT to maintain a dedicated high speed Internet access. Services also include monitoring of PROFESSIONAL'S web servers on a 24/7 basis; however, because of infrastructure issues beyond the control of PROFESSIONAL'S staff, web services are not guaranteed to be available 24 hours per day, 7 days per week.

**Optional - System Configuration Setup Services: \$2,500**  
**(CLIENT check box to approve this item)**

Fixed Fee Setup Services - Professional will provide up to 20 hours of technical support services to assist CLIENT with setup, configuration, deployment and usage of the Online Permitting System for CLIENT's desired permit types. This will include hands-on configuration of permit workflows by Professional's staff, based on CLIENT's definition of workflow stages and data entities for each permit type.

Hourly Setup Services – Upon completion of Fixed Fee Setup Support Services, Professional will provide technical support services, as needed, and upon written request, to assist with setup, configuration, deployment and usage of the Online Permitting System CLIENT's desired permit types. Hourly support services will be invoiced monthly, based upon the following Hourly Fee Schedule.

**Hourly Fee Schedule**

<u>JOB CLASSIFICATION / TITLE</u>	<u>REGULAR HOURLY RATE</u>
PRINCIPAL	\$167.00
GIS DIRECTOR	\$145.00
GIS SR PROJECT MGR	\$150.00
GIS PROJECT MGR	\$125.00
GIS PROJECT COORDINATOR	\$105.00
GIS SENIOR DEVELOPER	\$175.00
GIS DEVELOPER	\$150.00
GIS ANALYST	\$125.00
GIS SENIOR CONSULTANT	\$175.00
GIS CONSULTANT	\$150.00
GIS SPECIALIST	\$125.00
GIS TECHNICIAN IV	\$85.00
GIS TECHNICIAN III	\$75.00
GIS TECHNICIAN II	\$65.00
GIS TECHNICIAN I	\$55.00
ADMINISTRATION	\$56.00

**Hourly Services Expenses:**

Travel time for onsite visits will billed at \$50.00 per hour.

Certified mailings or Shipping at cost  
 Other out-of-pocket expenses cost plus 10%

All hourly services phase fees remaining under this contract are subject to an increase at the discretion of Professional. The Client will be notified in writing of any changes in fees.

**2 Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

- A. **Permitting Portal Development** **\$3,000** *(one-time setup)*  
**Setup items:**
  - Core Setup Included
  - Administrative account setup Included
  - Four, two-hour on-line training sessions Included
  
- B. **Payment Processor Integration** **\$1,500** *(one-time cost)*
  
- C. **Portal Hosting and Maintenance** **\$8,100** *(Annually)*  
**Hosting items:**
  - Core Hosting: Included
  - Map (Esri) Included

**D. Payment Schedule**

**Year 1 July 1, 2018 – June 30, 2019: \$12,600** (Setup: \$4,500, Hosting: \$8,100)  
**Year 2 July 1, 2019 – June 30, 2020: \$8,100**  
**Year 3 July 1, 2020 – June 30, 2021: \$8,100**

*Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.*

**Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.**

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 1½ % per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney’s fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3 Terms of Service.** Each party’s rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneidercorp.com/termservice/>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

**4 Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12- month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

**5 Assignment.** Neither PROFESSIONAL nor CLIENT shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other party. Nothing in this paragraph shall, however, prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services, or for the PROFESSIONAL from assigning the agreement to wholly (or majority) owned subsidiaries.

**6 Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third party beneficiaries to this Agreement.

**7 Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

**8 Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

**Pricing is valid through June 30, 2018.**

**PROFESSIONAL:**  
The Schneider Corporation

**CLIENT:**  
Woodbury County, Iowa

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Date: 06/21/2018 Weekly Agenda Date: 06/26/2018

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

**WORDING FOR AGENDA ITEM:**

Consideration of three quit claim deeds to transfer ownership of a vacated county road

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

Woodbury and Plymouth County have completed the joint vacation of a county line road in Section 2 Arlington Township. The quit claim deeds finalize the transfer to the adjacent owners.

**BACKGROUND:**

A petition was filed with Plymouth County to vacate a portion of the county line road east of Highway 140. As per section 306.10 of the Code of Iowa, a joint hearing was held on June 5, 2018 to vacate the road. Action was taken by both counties to close and vacate the road.

**FINANCIAL IMPACT:**

The county, with this quit claim deed, will save the cost of replacement of a small span bridge located on the roadway. The county line road vacated is maintained by Plymouth County.

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

Yes  No

**RECOMMENDATION:**

Recommend approval of the quit claim deeds.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the quit claim deeds that will transfer ownership of a portion of Woodbury-Plymouth County Line Road.

Return Document To: Darin J. Raymond, Plymouth County Attorney  
Patrick Jennings, Woodbury County Attorney  
Preparer Information: Darin J. Raymond, Plymouth County Attorney, 215 4<sup>th</sup> Ave  
SE Le Mars, Iowa 51031  
Tax Payer Information: Ben Pratt, 1012 Hwy 140, Kingsley, IA 51028

### **QUIT CLAIM DEED**

For the consideration of Zero Dollars and other valuable consideration, Woodbury County, Iowa, does hereby Quit Claim to Ben Pratt, all of our rights, titles, interests, estate, claims, and demands in the following described as real estate in Woodbury County, Iowa:

**The East 33 feet of the North 900.00 feet, (both measured at a Right Angle) of the Northeast Quarter of Section of the Northwest Quarter of Section 2, Township 89 North, Range 44 West of the 5<sup>th</sup> P.M., Woodbury County, Iowa. Contains 0.68 acres and is subservient to any and all Easements, be they of record or not.**

**The East line of the NE1/4 of the NW1/4 of said Section 2 is assumed to bear S 01°45'31" W.**

This Quit Claim Deed is exempt from transfer tax per Code of Iowa Section 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WOODBURY COUNTY BOARD OF SUPERVISORS**

**BY:** \_\_\_\_\_  
**Rocky DeWitt, Chairman of the Board**

**Attested:**

\_\_\_\_\_  
**Patrick Gill, Auditor**

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Rocky DeWitt, and Patrick Gill, to me personally known, who, being by me dully sworn, did say that they are the Chairman for the Woodbury County Board of Supervisors, and the Woodbury County Auditor, respectively, of Woodbury County, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board, as contained in Resolution Number 12,742 passed by Woodbury County Board of Supervisors under roll call of the Board of Supervisors on the 5th day of June, 2018, and Rocky DeWitt and Patrick Gill acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

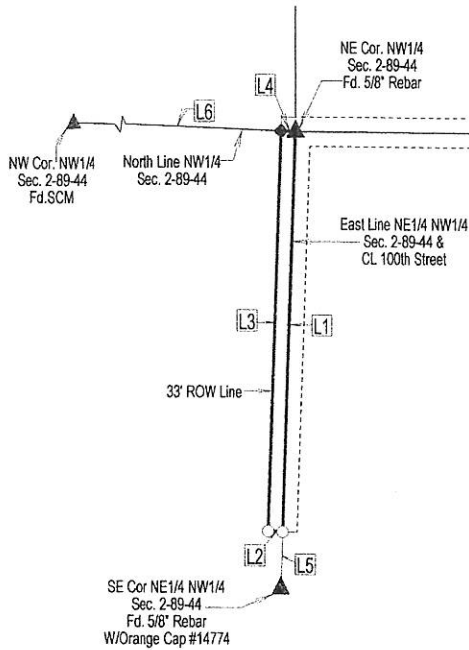
\_\_\_\_\_  
**Notary Public in and for the State of Iowa**

### Index Legend

Location: Section 2, Township 89N, Range 44W, NE1/4 NW1/4  
 Requestor: Mark Nabra - Woodbury County Engineer  
 Proprietor: Ben Pratt  
 Surveyor: David L. Wilberding  
 Surveyor Company: PSS Inc.  
 Return To: David L. Wilberding, #8 Brady Drive, Cherokee, IA 51012  
 pss@surveyiowa.com | (712)548-6325

## WOODBURY COUNTY, IOWA ROAD VACATION PLAT

COUNTY WOODBURY ROAD NO. 100th Str.  
 PROJECT NO. N/A PARCEL NO. 1  
 SECTION 2 TOWNSHIP 89 NORTH RANGE 44 WEST  
 EASEMENT BEING VACATED 0.68 Acres  
 OWNER OF RECORD: Ben Pratt, 1012 Hwy, 140, Kingsley, IA 51028

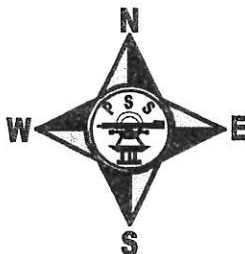


Property Line Data		
Id	Bearing	Distance
L1	S 01°45'31\" W	900.07'
L2	N 87°32'59\" W	33.00'
L3	N 01°45'31\" E	900.07'
L4	S 87°32'59\" E	33.00'
L5	S 01°45'31\" W	127.06'
L6	S 87°32'59\" E	2636.56'

#### Legal Description of Vacated Roadway Easement:

The East 33.00 feet of the North 900.00 feet, (both measured at a Right Angle) of the Northeast Quarter of the Northwest Quarter of Section 2, Township 89 North, Range 44 West of the 5th P.M., Woodbury County, Iowa. Contains 0.68 acres and is subservient to any and all Easements, be they of record or not.

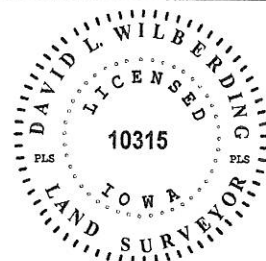
For the purpose of this Survey the East line of the NE1/4 of the NW1/4 of said Section 2 is assumed to bear S 01°45'31\" W.



SCALE 1" = 330'

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*David L. Wilberding* 6-1-18  
 David L. Wilberding License No. 10315 Date  
 My License renewal date is December 31, 2019  
 Pages or sheets covered by this seal: 1



○ = Set 1/2\" Rebar W/Blue Cap #10315

◆ = Not set - Area will be farmed

Date Drawn February 12th, 2018

Revised



**PSS Inc.**



501 West Elm ~ Cherokee, Iowa 51012  
 Phone 712.548.6325 ~ Email dave@surveyiowa.com

Return Document To: Darin J. Raymond, Plymouth County Attorney  
Patrick Jennings, Woodbury County Attorney  
Preparer Information: Darin J. Raymond, Plymouth County Attorney, 215 4<sup>th</sup> Ave  
SE Le Mars, Iowa 51031  
Tax Payer Information: Gary Janssen, PO Box 73, Kingsley, IA 51028-0073

### QUIT CLAIM DEED

For the consideration of Zero Dollars and other valuable consideration, Woodbury County, Iowa, does hereby Quit Claim to Gary Janssen, all of our rights, titles, interests, estate, claims, and demands in the following described as real estate in Woodbury County, Iowa:

**A parcel of land described as the North Half of the Northeast Quarter of Section 2, Township 89 North, Range 44 West of the 5<sup>th</sup> P.M., Woodbury County, Iowa, further described as follows:**

**Commencing at the Southwest corner of the NW1/4 of the NE1/4 of said Section 2; thence N 01°45'31"E on the West line of the NW1/4 of the NE1/4 of said Section 2, a distance of 262.22 feet to the POINT OF BEGINNING; thence continuing N 01°45'31" E on said West line, a distance of 764.90 feet to the Northwest corner of the NE1/4 of said Section 2; then S 89°40'43" E on the North line of said NE1/4; a distance of 2606.77 feet, thence S 00°27'02"W, a distance of 33.00 feet to a point on the South Right of Way Line of 100<sup>th</sup> Street (the following two courses are common to said Right of Way Line); thence N 89°40'03"W, a distance of 2574.51 feet; thence S 01°45'31"W, a distance of 735.52 feet; thence N 83°22'33"W, a distance of 33.12 feet to the POINT OF BEGINNING; contains 2.53 acres and is subservient to any and all Easements, be they of record or not.**

**The West line of the NW1/4 of the NE1/4 of said Section 2 is assumed to bear N 01°45'31"E**

This Quit Claim Deed is exempt from transfer tax per Code of Iowa Section 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.



Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WOODBURY COUNTY BOARD OF SUPERVISORS**

**BY:** \_\_\_\_\_  
**Rocky DeWitt, Chairman of the Board**

**Attested:**

\_\_\_\_\_  
**Patrick Gill, Auditor**

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Rocky DeWitt, and Patrick Gill, to me personally known, who, being by me dully sworn, did say that they are the Chairman for the Woodbury County Board of Supervisors, and the Woodbury County Auditor, respectively, of Woodbury County, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board, as contained in Resolution Number 12,742 passed by Woodbury County Board of Supervisors under roll call of the Board of Supervisors on the 5th day of June, 2018, and Rocky DeWitt and Patrick Gill acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

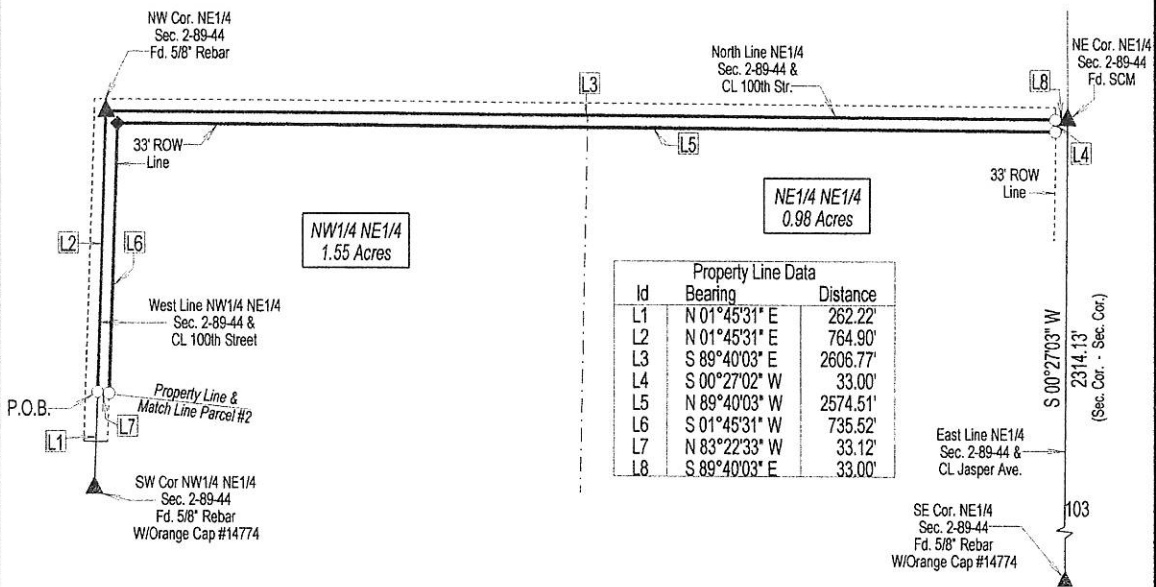
\_\_\_\_\_  
**Notary Public in and for the State of Iowa**

## Index Legend

Location: Section 2, Township 89N, Range 44W, N1/2 NE1/4  
 Requestor: Mark Nahra - Woodbury County Engineer  
 Proprietor: Gary Janssen  
 Surveyor: David L. Wilberding  
 Surveyor  
 Company: PSS Inc.  
 Return To: David L. Wilberding, #8 Brady Drive, Cherokee, IA 51012  
 pss@surveyiowa.com | (712)548-6325

# WOODBURY COUNTY, IOWA ROAD VACATION PLAT

COUNTY WOODBURY ROAD NO. 100th Str.  
 PROJECT NO. N/A PARCEL NO. 3  
 SECTION 2 TOWNSHIP 89 NORTH RANGE 44 WEST  
 EASEMENT BEING VACATED 2.53 Acres  
 OWNER OF RECORD: Gary Janssen, PO Box 73, Kingsley, IA 51028-0073

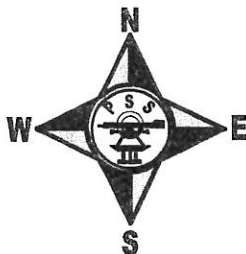


### Legal Description of Vacated Roadway Easement:

A parcel of land described as being a part of the North Half of the Northeast Quarter of Section 2, Township 89 North, Range 44 West of the 5th P.M., Woodbury County, Iowa, further described as follows:

Commencing at the Southwest corner of the NW1/4 of the NE1/4 of said Section 2; thence N 01°45'31\" E on the West line of the NW1/4 of the NE1/4 of said Section 2, a distance of 262.22 feet to the POINT OF BEGINNING; thence continuing N 01°45'31\" E on said West line, a distance of 764.90 feet to the Northwest corner of the NE1/4 of said Section 2; thence S 89°40'03\" E on the North line of said NE1/4, a distance of 2606.77 feet; thence S 00°27'02\" W, a distance of 33.00 feet to a point on the South Right of Way Line of 100th Street (the following two courses are common to said Right of Way Line); thence N 89°40'03\" W, a distance of 2574.51 feet; thence S 01°45'31\" W, a distance of 735.52 feet; thence N 83°22'33\" W, a distance of 33.12 feet to the POINT OF BEGINNING; contains 2.53 acres and is subservient to any and all Easements, be they of record or not.

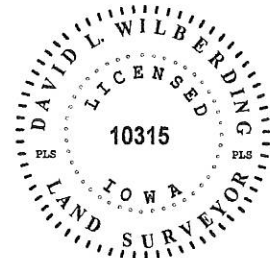
For the purpose of this Survey the West line of the NW1/4 of the NE1/4 of said Section 2 is assumed to bear N 01°45'31\" E.



SCALE 1" = 400'

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*David L. Wilberding* 6-1-18  
 David L. Wilberding License No. 10315 Date  
 My license renewal date is December 31, 2019  
 Pages or sheets covered by this seal: 1



- = Set 1/2\" Rebar W/Blue Cap #10315
- ◆ = Not set - Area will be farmed

Date Drawn February 12th, 2018

Revised



**PSS Inc.**

501 West Elm ~ Cherokee, Iowa 51012  
 Phone 712.548.6325 ~ Email dave@surveyiowa.com

Return Document To: Darin J. Raymond, Plymouth County Attorney  
Patrick Jennings, Woodbury County Attorney  
Preparer Information: Darin J. Raymond, Plymouth County Attorney, 215 4<sup>th</sup> Ave  
SE Le Mars, Iowa 51031  
Tax Payer Information: Richard F. Cheryle A. Krosch, Scott J. & Sonya Krosch, 3080  
110<sup>th</sup> St., Kingsley, IA 51028

### QUIT CLAIM DEED

For the consideration of Zero Dollars and other valuable consideration, Woodbury County, Iowa, does hereby Quit Claim to Richard F. & Cheryle A. & Scott J. & Sonya Krosch, all of our rights, titles, interests, estate, claims, and demands in the following described as real estate in Woodbury County, Iowa:

**A parcel of land described as the Northwest Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 44 West of the 5<sup>th</sup> P.M.; Woodbury County, Iowa, further described as follows:**

**Commencing at the Southwest corner of the NW1/4 of the NE1/4 of said Section 2; thence N 01°45'31"E on the West line of the NW1/4 of the SW1/4 of said Section 2, a distance of 126.84 feet to the POINT OF BEGINNING; thence continuing N 01°45'31"E, a distance of 135.38 feet; thence S 83°22'33"E, a distance of 33.12 feet to a point on the East Right of way Line of 100<sup>th</sup> Street; then S 01°45'31"W on said Right of Way Line, a distance of 131.75 feet; thence N 89°40'03"W, a distance of 33.01 feet to the POINT OF BEGINNING; contains 0.10 acres and is subservient to any and all Easement, be they of record or not.**

**The West line of the NW1/4 of the NE1/4 of said Section 2 is assumed to bear N 01°45'31"E**

This Quit Claim Deed is exempt from transfer tax per Code of Iowa Section 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WOODBURY COUNTY BOARD OF SUPERVISORS**

**BY:** \_\_\_\_\_  
**Rocky DeWitt, Chairman of the Board**

**Attested:**

\_\_\_\_\_  
**Patrick Gill, Auditor**

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, Rocky DeWitt, and Patrick Gill, to me personally known, who, being by me dully sworn, did say that they are the Chairman for the Woodbury County Board of Supervisors, and the Woodbury County Auditor, respectively, of Woodbury County, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board, as contained in Resolution Number 12,742 passed by Woodbury County Board of Supervisors under roll call of the Board of Supervisors on the 5th day of June, 2018, and Rocky DeWitt and Patrick Gill acknowledge the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

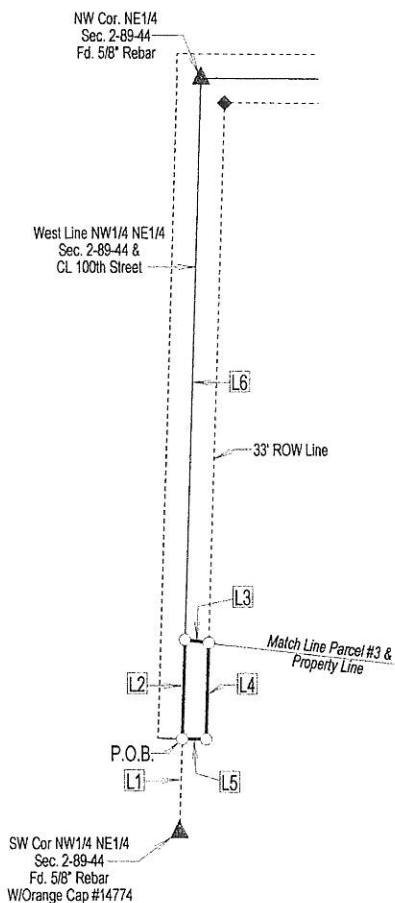
\_\_\_\_\_  
**Notary Public in and for the State of Iowa**

### Index Legend

Location: Section 2, Township 89N, Range 44W, NW1/4 NE1/4  
 Requestor: Mark Nabra - Woodbury County Engineer  
 Proprietor: Richard F. & Cheryle A. & Krosch  
 Proprietor: Scott J. & Sonya Krosch  
 Surveyor: David L. Wilberding  
 Surveyor  
 Company: PSS Inc.  
 Return To: David L. Wilberding, #8 Brady Drive, Cherokee, IA 51012  
 pss@surveyiowa.com | (712)548-6325

## WOODBURY COUNTY, IOWA ROAD VACATION PLAT

COUNTY WOODBURY ROAD NO. 100th Str.  
 PROJECT NO. N/A PARCEL NO. 2  
 SECTION 2 TOWNSHIP 89 NORTH RANGE 44 WEST  
 EASEMENT BEING VACATED 0.10 Acres  
 OWNER OF RECORD: Richard F. & Cheryle A. & Krosch, Scott J. & Sonya Krosch, 3080 110th St., Kingsley, IA 51028



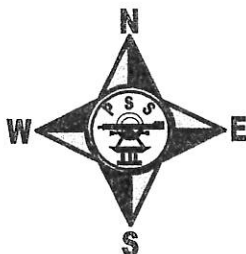
Property Line Data		
Id	Bearing	Distance
L1	N 01°45'31" E	126.84'
L2	N 01°45'31" E	135.38'
L3	S 83°22'33" E	33.12'
L4	S 01°45'31" W	131.75'
L5	N 89°40'03" W	33.01'
L6	N 01°45'31" E	764.90'

#### Legal Description of Vacated Roadway Easement:

A parcel of land described as being a part of the Northwest Quarter of the Northeast Quarter of Section 2, Township 89 North, Range 44 West of the 5th P.M., Woodbury County, Iowa, further described as follows:

Commencing at the Southwest corner of the NW1/4 of the NE1/4 of said Section 2; thence N 01°45'31" E on the West line of the NW1/4 of the SW1/4 of said Section 2, a distance of 126.84 feet to the POINT OF BEGINNING; thence continuing N 01°45'31" E, a distance of 135.38 feet; thence S 83°22'33" E, a distance of 33.12 feet to a point on the East Right of Way Line of 100th Street; thence S 01°45'31" W on said Right of Way Line, a distance of 131.75 feet; thence N 89°40'03" W, a distance of 33.01 feet to the POINT OF BEGINNING; contains 0.10 acres and is subservient to any and all Easements, be they of record or not.

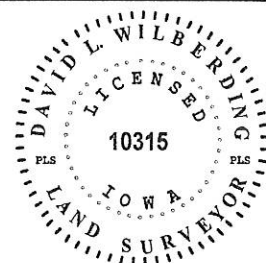
For the purpose of this Survey the West line of the NW1/4 of the NE1/4 of said Section 2 is assumed to bear N 01°45'31" E.



SCALE 1" = 200'

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

*David L. Wilberding* 6-1-18  
 David L. Wilberding License No. 10315 Date  
 My License renewal date is December 31, 2019  
 Pages or sheets covered by this seal: 1



- = Set 1/2" Rebar W/Blue Cap #10315
- ◆ = Not set - Area will be farmed

Date Drawn February 12th, 2018  
 Revised



**PSS Inc.**

501 West Elm ~ Cherokee, Iowa 51012  
 Phone 712.548.6325 ~ Email dave@surveyiowa.com

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

Date: 6/21/2018 Weekly Agenda Date: 6/26/2018

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

**WORDING FOR AGENDA ITEM:**

Receive and consider quotes for the paving of the intersection of 220th St. and Old Lakeport Road.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county road department plans to pave the intersection of Old Lakeport Road and 220th St. Quotes have been requested from contractors for board consideration to place concrete at the intersection.

**BACKGROUND:**

The county road department, placed a chip seal on 220th extending from Old Lakeport east 6,000 feet. Since the chip seal work has been done the intersection with Old Lakeport has not functioned as well as expected and has become unstable. Quotes were requested for the portland concrete paving of the intersection. Quotes were due to the county engineer by Friday, June 15 at 4:00 PM.

**FINANCIAL IMPACT:**

Paving is paid for with local funds.

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

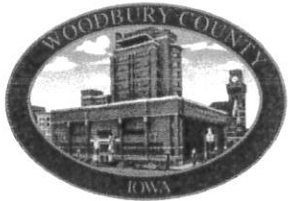
Yes  No

**RECOMMENDATION:**

I request that the Board receive quotes for construction of the 9" portland concrete paving of the intersection at 220th and Old Lakeport Road and award the recommended quotes.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to receive quotes and award the recommended quote for construction of the 9" portland concrete paving of the intersection at 220th and Old Lakeport Road.



# Woodbury County Secondary Roads Department

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

COUNTY ENGINEER  
Mark J. Nahra, P.E.

mnahra@woodburycountyiowa.gov

ASSISTANT TO THE COUNTY ENGINEER  
Benjamin T. Kusler, E.I.T.  
bkusler@woodburycountyiowa.gov

SECRETARY  
Tish Brice  
tbrice@woodburycountyiowa.gov

## WOODBURY COUNTY 220<sup>th</sup> and Old Lake Port Road Portland Cement Concrete Intersection paving Quote

	<u>Quantity</u>	<u>Quote</u>	<u>Total</u>
(1) PCC Paving 9"	317.55 S.Y.	_____ Per S.Y.	= _____
(2) Removal	317.55 S.Y.	_____ Per S.Y.	= _____
(3) Traffic Control	1 L.S.	_____ Per L.S.	= _____
(4) Mobilization	1 L.S.	_____ Per L.S.	= _____
<b>Total Bid:</b>			_____

Quote Includes:

- (1) Portland Cement Concrete (PCC) shall be 9" thick and C-4 or equivalent with the Engineer's approval. Paving shall be in done in such a manner that allows traffic to use a portion of the intersection to access 220<sup>th</sup> Street from Old Lake Port Road. Saw cuts, joint types and lay out subject to change as per the contractor's construction phasing with the Engineer's approval. Woodbury County will make beams if a maturity cure is not available for strength. Joints shall be sealed.
- (2) Removal of the existing chip seal includes 3/4" of chip seal and 7 1/4" of stabilized base. All materials removed shall be delivered to the maintenance facility at Luton.
- (3) Traffic control shall include cones and signing that allows use of one side of the intersection to access 220<sup>th</sup> Street. Flaggers may be needed to facilitate placement of PCC from Old Lake Port, flaggers shall be incidental to the traffic control.

Construction shall be started on or before July 23, 2018 and the project shall have 15 working days. Shouldering shall be done by others. Liquidated damages shall be \$600 per day.

**QUOTES DUE BY 4:00 PM June 15, 2018**

Return Quote to:  
Woodbury county Engineer's Office  
759 East Frontage Road  
Merville, Iowa 51039

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: 6/21/2018 Weekly Agenda Date: 6/26/2018

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

**WORDING FOR AGENDA ITEM:**

Receive quotes for one new motor grader for the secondary road department

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The county annually takes bids for new equipment to maintain its fleet of road maintenance vehicles. The county is requesting quotations for one new all wheel drive motor grader for purchase.

**BACKGROUND:**

The county owns 21 motor graders. Twenty have territory assignments and one serves as a spare motor grader. Typically we update one or two motor graders per year. This year the motor grader replaces an aging machine in the Correctionville district.

**FINANCIAL IMPACT:**

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

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

- Yes
- No

**RECOMMENDATION:**

Recommend that the board receive the quotes and allow the county engineer to examine the responsive quotes and recommend award at a later board meeting.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion that the board accept the motor grader quotes and return them to the county engineer for an award recommendation.



WOODBURY COUNTY

Specifications for Quotes for 2018 or 2019 AWD Motor Graders

ENGINE: 6 cylinder, turbocharged, direct injection, variable horsepower engine with a minimum displacement of 9.0 liters, developing horsepower ranging from a minimum of 145 HP in first gear to 272 net HP in top forward gear with 6WD engaged; 24-volt heavy-duty starting system with heavy-duty 1400 CCA maintenance-free batteries and sealed 100-amp alternator. Dry-type, dual element air cleaner. 90-gallon minimum fuel tank capacity. Engine to be designed and built by the equipment manufacturer. Engine shall be isolation mounted to minimize vibration and noise. Cooling fan to be hydraulic driven. Engine to be equipped with a 2000-watt universal engine block heater.

Cubic Inch Displacement of Engine \_\_\_\_\_  
Engine R.P.M. at rated horsepower \_\_\_\_\_  
Fuel Consumption at rated R.P.M. \_\_\_\_\_

Meets specs \_\_\_yes \_\_\_no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

TRANSMISSION: Direct-drive planetary power shift with minimum 24 MPH forward and 20 MPH reverse. Transmission is to be equipped with optional programmable automatic transmission shifting. Single lever shift and direction control with modulation from forward to reverse in any gear. Inching pedal. Grader shall be equipped with electronic throttle control. Bottom transmission guard is to be included. Motor Grader is to be equipped with operator activated front wheel assist/all wheel drive.

Gearing: forward gears \_\_\_\_\_ reverse gears \_\_\_\_\_  
Maximum forward speed \_\_\_\_\_  
Maximum reverse speed \_\_\_\_\_

Meets specs \_\_\_yes \_\_\_no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

FINAL DRIVES: Planetary-type. Tandem chain drives. Shall be equipped with differential lock/unlock.

Chain pitch \_\_\_\_\_  
Meets specs \_\_\_yes \_\_\_no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

BRAKES: Four self-adjusting, sealed oil disc brakes and effective in "dead engine" situations. Also oil-disc parking brake that overrides the transmission for safety, but is serviceable without removing transmission. Hydraulic brake accumulators shall be provided.

WOODBURY COUNTY  
Specifications for Quotes for 2018 or 2019 Motor Graders

parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed adjustment-free, and integrated into the transmission. Engaging parking brake shall neutralize the transmission.

Meets Specs  yes  no

Explanation \_\_\_\_\_  
\_\_\_\_\_

TIRES: 14:00-24, 12 PR Goodyear AS 3A or Michelin Snow Plus tires mounted on 10" rims.

Meets Specs  yes  no

Explanation \_\_\_\_\_  
\_\_\_\_\_

HYDRAULICS: Pump and flow for hydraulic system to be sufficient to allow multiple functions to be operated simultaneously. Sealed hydraulic tank with sight gauge. Lock valves provided in each circuit to prevent cylinder drift. O ring face seals in high pressure circuits. Front wheel assist to be bid as an alternate for consideration by county.

Pump capacity \_\_\_\_\_ cu. In      Flow \_\_\_\_\_ g.p.m.

Meets Specs  yes  no

Explanation \_\_\_\_\_  
\_\_\_\_\_

CIRCLE/DRAWBAR: Supported by support shoes with replaceable wear inserts and capable of 360-degree rotation. Circle to have raised wear surfaces top and bottom. Blade lift accumulators shall be included.

Number of support shoes \_\_\_\_\_

Meets Specs  yes  no

Explanation \_\_\_\_\_  
\_\_\_\_\_

STEERING: Minimum 23 degrees right and left, total 47.5 degrees. Turning radius maximum 24'. Steering stops located at the wheels. Electrical powered supplemental steering system for emergency steering capability. Crossover relief valves to protect front axle and steering cylinders from damage.

Meets specs  yes  no

Explanation \_\_\_\_\_  
\_\_\_\_\_

WOODBURY COUNTY  
Specifications for Quotes for 2018 or 2019 Motor Graders

MOLDBOARD: 14' moldboard with one (1) 2' extension on right side. Dimensions 16' x 27" x .88". Work range 90 degrees right and left with moveable center point system. Reinforced by two heavy-duty continuous-weld box sections. Slide rails have replaceable wear inserts. Blade float. Thru-hardened 8" x 3/4" thick cutting edge. All blade and circle functions to be hydraulic, including, blade tilt, side shift left and right, and include valves for wing and front V-plow/scarifier controls. Circle drive slip clutch is required. Moldboard to accept standard grader edges with 5/8" bolt holes.

Meets specs \_\_\_yes \_\_\_no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

ARTICULATION: Bottom to have tapered roller bearings for vertical loading. Articulation indicator is required.

Meets specs \_\_\_yes \_\_\_no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

OPERATOR'S COMPARTMENT: Low profile, ROPS cab, fully pressurized; sound suppression, air-conditioning and cab/pressurizer, with heater; doors on left and right side of cab; defroster front and rear and cab/pressurizer; adjustable console fore and aft; deluxe suspension cloth seat with fore and aft and lumbar adjustment. Lower cab windows shall open for ventilation; rear cab vents for air circulation; wiper/washers on front upper, rear upper, side and lower windows as applicable for cab design. Audio alarm system for critical machine functions, backup alarm. Backup light to be provided. Backup light is to come on automatically when the machine is shifted into reverse. Interior mirror and exterior heated mirrors right and left side, two front mounted flood lights, 2 cab mounted head lights with rear mounted backing flood light, red tail lights with turn signals, factory AM/FM radio with weather band. Labeled accommodation for mounting county two-way radio and speaker. Gauge package to include a fuel gauge and speedometer. Lunch box storage area and in-cab coat hook are required. Rear viewing backup camera with in-cab viewing monitor required.

WOODBURY COUNTY  
Specifications for Quotes for 2018 or 2019 Motor Graders

Meets specs \_\_\_yes \_\_\_no

Explanation \_\_\_\_\_  
\_\_\_\_\_

OTHER EQUIPMENT: Rear drawbar hitch; operator controlled differential lock/unlock; heavy-duty powertrain guard required if transmission case extends below mainframe; engine side panels; tool box; Turbo 2 or equivalent prescreener, blower fan. Engine hour meter and block heater. Machine is to be equipped with 24-volt to 12-volt power converter to operate county radio and miscellaneous 12 volt accessories. Accessory setting shall allow operation of 12-volt equipment with engine off to be included. Front mounted snowplow (work) lights. Snowplow protection group. Cab mounted wing light. Front and rear poly fenders. Rear fenders to be easily foldable to allow them to be moved or removed to service and mount tire chains. Fenders must provide adequate clearance for tire chain installation and use without removal of fenders. Snap on covers to screen grass, snow and other airborne debris from the engine compartment to be provided. Whelen 360 or equivalent strobe installed and wired to electrical panel in machine. Lockable engine compartment doors. Daily service points to be accessible from the ground, left side preferred.

Meets specs \_\_\_yes \_\_\_no

Explanation \_\_\_\_\_  
\_\_\_\_\_

OPERATING WEIGHT: Minimum basic operating weight of 38,320 lbs. Comparably equipped weight includes lubricants, coolant, full fuel tank, 175 lb. operator, 12' mold board with cutting edges, engine side doors, differential lock/unlock; 14:00-24 tires, and low profile cab.

Meets specs \_\_\_yes \_\_\_no

Explanation \_\_\_\_\_  
\_\_\_\_\_

FRONT LIFT GROUP: Motor grader will have a hydraulically controlled power up and power down, with float, Balderson, Falls, or compatible front quick hitch lift which will accept a V-Plow, or other tools with Balderson, Falls, or Ryland style hooks.

Meets Specs \_\_\_\_\_yes \_\_\_\_\_no

Explanation \_\_\_\_\_  
\_\_\_\_\_

WOODBURY COUNTY  
Specifications for Quotes for 2018 or 2019 Motor Graders

WING: Falls Model AH-2000, 12-foot wing, direct hydraulically operated snow wing, with a hydraulically elevating rear wing post. Moldboard shall not be over 12' in length. Mounted to work with an overlap "V" plow. Wing and push arms designed and mounted to fold closely to unit in travel position. Push arms adequate to withstand all stresses encountered in winging snow. Push arm plate fabricated so that force is transmitted to the ribs and/or top and bottom reinforcing members. Wing shall have adequate clearance for tire chains. Wing to be a single front cab wing post type.

Meets Spec \_\_\_\_\_ Yes \_\_\_\_\_ NO  
Explanation \_\_\_\_\_  
\_\_\_\_\_

GENERAL: The entire motor grader power train including engine, transmission, and final drives shall be designed and build by the manufacturer.

Meets specs \_\_\_\_\_ yes \_\_\_\_\_ no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

WARRANTY: 12-month full machine warranty parts and labor. 7 year/7500 hours power train warranty parts and labor. Free oil sample analysis during 7-year/7500 power train warranty. Machine bid must be certified by manufacturer to be capable of winging in the crab position without restrictions.

Meets specs \_\_\_ yes \_\_\_ no  
Explanation \_\_\_\_\_

WOODBURY COUNTY  
Specifications for Quotes for 2018 or 2019 Motor Graders

PARTS AVAILABILITY: Dealer will guarantee that all required repair parts will be delivered to Woodbury County within 48 hours (2 days) of order or the parts will be provided free of charge. If the motor grader is inoperative in excess of 72 hours (3 days) because of failure to deliver required parts, the dealer will provide a comparable machine for the county's use at no charge until said parts are delivered and installed.

Meets specs  yes  no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

PUSH BLADE: Dealer to provide a quote for two (2) push blades that can be mounted on front lift group. Push blade to be eight (8') feet wide with flat back hooks to allow quick coupling to front lift group specified above. The price is to be separate from the whole machine bid and is considered an optional purchase.

Meets specs  yes  no  
Explanation \_\_\_\_\_  
\_\_\_\_\_

LIST DEVIATIONS FROM MINIMUM SPECS HERE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

One (1) maintenance manual, one (1) service manual, and two (2) parts books must be supplied with new machine.

BID PROPOSAL FOR  
DIESEL POWERED MOTOR GRADERS  
WOODBURY COUNTY SECONDARY ROADS DEPARTMENT

To the Board of Supervisors  
Woodbury County  
Sioux City, Iowa 51101

Dear Board Members:

We have carefully examined the NOTICE/INSTRUCTIONS TO BIDDERS dated June 1, 2018, the specifications and used equipment offered for purchase. We, the undersigned, propose to furnish Woodbury County Secondary Roads Department with two (2), new unused latest current model, heavy duty diesel powered motor grader per specifications, F.O.B. Vendor's Shop, Woodbury County, Iowa and submit the following for your consideration.

MAKE & MODEL \_\_\_\_\_ MAKE OF ENGINE \_\_\_\_\_ NET H.P. RATING \_\_\_\_\_  
WEIGHT \_\_\_\_\_  
SNOW WING \_\_\_\_\_  
(MAKE & MODEL) \_\_\_\_\_  
NEAREST SERVICE & REPAIR SHOP \_\_\_\_\_ DELIVERY DATE \_\_\_\_\_  
MACHINE \_\_\_\_\_  
WARRANTY \_\_\_\_\_  
EXCEPTIONS - Please list. \_\_\_\_\_

\*Weight of each machine in fully serviced condition including fuel, oil, water, lubricants and standard accessories and to include all attachments and accessories as required by these specifications.

TRADE-IN UNIT:

1) Woodbury County will trade-in one (1) 2003 John Deere 770CH Motor Grader, S/N DW770CH588993, County Unit #315, equipped with snow wing complete with mounting and controls. This equipment may be seen by appointment by contacting Mike Gray at the County Maintenance Garage, Correctionville, Iowa. Phone 712-251-7957.

Note: The following items are not included as part of the trade-in machines and will remain county property to be removed from the trade-in units by the County at time of new machine delivery; (1) cab mounted fire extinguisher and rotary flashing light, (2) SMV emblem and first aid kit, (3) cab mounted two-way radio including associated equipment & accessories, (4) Front lift group mounted accessories.

The successful bidder shall agree that the trade-in machine(s), at the county's option, may be retained by Woodbury County at no cost to the County for normal use until dealer delivers new machine(s). Woodbury County will be responsible for operating and repair costs incurred during this period.

All proposals must be accompanied by detailed manufacturer's specifications of the equipment together with cuts and other supplemental data in order that the County Board of Supervisors may have a definite idea of the items on which bids are being submitted.

The County Board of Supervisors reserves the right to evaluate each proposal, to waive any technicalities, to reject any and all bids or to accept the bid and award a contract which in their judgment will best serve the interest of the County. In making the selection of the machine(s) to be purchased, the Board will consider in addition to low bid, such factors as parts availability, service, guarantees, warranty, delivery time, comparability to other like machines, past repair costs, trade-in value and any other pertinent information available. Upon final evaluation, low bid may not be the sole determining factor on selection of the machine(s) to be purchased.

The Board reserves the right to defer action on any and all proposals for a period not to exceed 30 calendar days from date bids are opened and read.

Dated this 1<sup>st</sup> day of June, 2018.

---

Mark Nahra, County Engineer



Request for Quotations  
2018 or 2019 Woodbury County Secondary Road Department  
1 New Articulated All Wheel Drive Motor Grader with Front Lift Group and  
Hydraulic Snow Wing

Machines to be quoted: Caterpillar 140M AWD and John Deere 772GH

Quotes will be received by the Woodbury County Board of Supervisor's/Public Bidder Office in the Courthouse in Sioux City, Iowa, until 4:00 P.M., June 21, 2018, for one (1) new articulated motor graders with hydraulic snow wing. Please seal quote and mark plainly on the outside of the envelope that it is a bid for motor graders. The Woodbury County Board of Supervisors reserves the right to waive compliance on minor variations from specifications and to reject any or all quotes if deemed to be in the best interest of Woodbury County. Woodbury County is not obligated to purchase the low quote and will purchase the machine that will best serve the county's needs.

Specifications: Each unit quoted shall meet or exceed the attached specifications and O.S.H.A. requirements. Quotes are to include all options available and the attached checklist shall be completed to assure that all equipment is included in the quote. Substitutions of brand specific options will be considered; however, it is still requested that specified components be quoted along with substitutions.

Catalogs: Literature or specification sheets giving detailed information of the machine quoted on shall be filed with the proposal. Modifications or exceptions to the County specifications shall be described in writing and shall accompany the quote.

Delivery: Guaranteed delivery date to be specified with quote. F.O.B. Correctionville Maintenance Building and Oto Maintenance Building.

Payment: Woodbury County will not make full payment prior to July 1, 2018. Payment will be made within 30 days of the delivery date.

Exception: If any accessories, components, service manuals, or parts manuals or repair manuals are not delivered at this time, payment will be retained until all missing quote items are supplied.

Delivery & Service: For each unit delivered, the successful dealer shall provide a minimum of one (1) working day of service and instruction on the unit furnished. Serviceman shall be factory trained, certified and furnished at no cost to Woodbury County.

QUOTATION  
 BID PROPOSAL FOR  
 DIESEL POWERED AWD MOTOR GRADERS  
 WOODBURY COUNTY SECONDARY ROADS DEPARTMENT

SCHEDULE OF BID FIGURES

1. New machine with new and mounted snow wing complete with new controls for each, F.O.B. Correctionville and Oto Shops, Woodbury County, Iowa

Correctionville  
 District #3

a.) NET BID (without Trade-in) \$ \_\_\_\_\_

b.) Trade-In \$ \_\_\_\_\_  
#315

c.) NET BID (with trade-in) \$ \_\_\_\_\_  
#315

2. Alternative bid additional optional equipment (may or may not be Purchased at county option):

Push blade alternate bid each: \$ \_\_\_\_\_

NOTE: The County Board of Supervisors reserves the right to accept NET BID (Item No. 1a or 2a) with or without Trade-in (Item No. 1c or 2c). Board may elect to buy one or both machines from any bidder. Board may also elect to waive any technicalities, to reject any and all bids or to accept the bid and award a contract which in their judgment will best serve the interest of the County. In addition to low bid, the Board of Supervisors will consider other factors and may not necessarily award low bid. Bid price is to exclude State and Federal Tax. County will sign a tax exemption certificate if furnished by dealer.

Proposal of \_\_\_\_\_  
Company

By \_\_\_\_\_  
Dealer Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

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

Date: 6/20/18 Weekly Agenda Date: 6/26/18

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

**WORDING FOR AGENDA ITEM:**

Authorize Chairman to sign the MOU with Sioux Rivers Region

**ACTION REQUIRED:**

- Approve Ordinance
- Approve Resolution
- Approve Motion
- Give Direction
- Other: Informational
- Attachments

**EXECUTIVE SUMMARY:**

The MOU will represent the best working agreement for FY 2019 before the County transfers to Rolling Hills Community Services Region.

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to authorize Chairman to sign MOU with Sioux Rivers Region.

**MEMORANDUM OF UNDERSTANDING FOR  
SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES**

This Memorandum of Understanding for Sioux Rivers Regional Mental Health and Disability Services (“MOU”) is entered into by, between, and among Woodbury County, Plymouth County, and Sioux County and the Governance Board of Sioux Rivers Regional Mental Health and Disability Services (collectively “the Parties”), each having adopted this MOU by resolution of its board of supervisors or governing body.

**RECITALS**

- A. On October 3, 2017, the Woodbury County Board of Supervisors approved a Resolution to Withdraw from the Sioux Rivers Regional Mental Health and Disability Services (“Sioux Rivers Region”) and thereafter gave written notice to Sioux Rivers Region of its intent to withdraw effective June 30, 2018.
- B. Woodbury County has been accepted as a member county of the Rolling Hills Community Services Region (“Rolling Hills Region”) effective July 1, 2019.
- C. Woodbury County, Plymouth County, and Sioux County have engaged in discussions with the Iowa Department of Human Services to facilitate this transition and the continued membership of Woodbury County in Sioux Rivers Region until July 1, 2019.
- D. The Parties desire to enter into this MOU to memorialize the discussions that have occurred and to ensure the orderly exit of Woodbury County from Sioux Rivers Region and its transition to membership in Rolling Hills Region.

NOW, THEREFORE, the parties agree as follows:

- 1. By executing this MOU, Woodbury County consents to re-enter the 28E Agreement for the Sioux Rivers Region (the “28E Agreement”) filed with the Iowa Secretary of State on December 22, 2015 for fiscal year July 1, 2018-June 30, 2019. The Parties agree that the terms of this MOU and the 28E Agreement shall govern the operations of the Sioux Rivers Region for fiscal year July 1, 2018-June 30, 2019.
- 2. The Sioux Rivers Region budget for fiscal year July 1, 2018-June 30, 2019 was previously approved by the Sioux Rivers Region Governance Board and contains no expenditures for provider improvement grants. Other than to approve payments for client services consistent with the approved budget, neither the

Sioux Rivers Region nor the Parties shall take any action or vote to increase expenditures above budgeted amounts or otherwise amend the Sioux Rivers Region budget for fiscal year July 1, 2018-June 30, 2019 in any manner that would have the effect of increasing expenditures.

3. The Parties reaffirm that the real property with a local address of 1211 Tri View Ave., Sioux City, Iowa 51103, and commonly known as the “Tri-View Building”, is titled in the name of and is owned by Woodbury County. Neither the Sioux Rivers Region nor Plymouth County or Sioux County shall assert a claim of ownership over this real property or any other claim with respect to the use and/or occupancy of the Tri-View Building after June 30, 2019.
4. On June 30, 2019, the fiscal agent of Sioux Rivers Region shall transfer to Woodbury County, or to a fund designated by Woodbury County for mental health dollars, 61% of all mental health and disability services funds held by Sioux Rivers Region on that date.
5. For fiscal year July 1, 2018-June 30, 2019, Woodbury County shall abstain from any vote by the member counties of the Sioux Rivers Region regarding the addition of a new member county to Sioux Rivers Region effective July 1, 2019.
6. This MOU contains the understanding between and among the Parties with respect to the operation of Sioux Rivers Region during fiscal year 2019 and the withdrawal of Woodbury County from Sioux Rivers Region effective June 30, 2019 and constitutes a binding agreement between and among the Parties, individually and as member counties of the Sioux Rivers Region. There are no representations, warranties, covenants or understandings others than those expressly set forth in the 28E Agreement and this MOU.
7. The provisions of this MOU cannot be amended either by an amendment to this MOU or by an amendment to the 28E Agreement for the Sioux Rivers Region. The Parties further agree that any other proposed amendment to the 28E Agreement shall require the unanimous vote of all members of the Sioux Rivers Region Governance Board and each member County in order for such proposed amendment to take effect.
8. This MOU shall take effect July 1, 2018.



SIGNATURE PAGE

IN WITNESS WHEREOF, SIOUX COUNTY EXECUTES THIS MEMORANDUM OF UNDERSTANDING FOR SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES, EFFECTIVE JULY 1, 2018:

BY: \_\_\_\_\_  
Mark Sybesma,  
Board of Supervisors, Chairperson

ATTEST: \_\_\_\_\_  
Ryan Dokter, County Auditor

STATE OF IOWA            )  
  ) ss.  
SIOUX COUNTY            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mark Sybesma and Ryan Dokter, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Sioux County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Sioux County, Iowa, by authority of its Board of Supervisors and that said Mark Sybesma and Ryan Dokter as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said  
County and State of Iowa

SIGNATURE PAGE

IN WITNESS WHEREOF, WOODBURY COUNTY EXECUTES THIS MEMORANDUM OF UNDERSTANDING FOR SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES, EFFECTIVE JULY 1, 2018:

BY: \_\_\_\_\_  
Rocky De Witt,  
Board of Supervisors, Chairperson

ATTEST: \_\_\_\_\_  
Patrick Gill, County Auditor

STATE OF IOWA            )  
  ) ss.  
WOODBURY COUNTY    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me the undersigned, a Notary Public in and for said County and State, personally appeared Rocky De Witt and Patrick Gill, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Woodbury County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Woodbury County, Iowa, by authority of its Board of Supervisors and that said Rocky De Witt and Patrick Gill as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said  
County and State of Iowa



SIGNATURE PAGE

IN WITNESS WHEREOF, THE SIOUX RIVERS GOVERNANCE BOARD APPROVES THIS MEMORANDUM OF UNDERSTANDING FOR SIOUX RIVERS REGIONAL MENTAL HEALTH AND DISABILITIES SERVICES, EFFECTIVE JULY 1, 2018:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Mark Loutsch,  
Sioux Rivers Governance Board, Chairperson

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Dennis Wright,  
Sioux Rivers Governance Board, Vice Chairperson

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

#13b

Date: 6/20/18 Weekly Agenda Date: 6/26/18

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

**WORDING FOR AGENDA ITEM:**

Approve one-time usage with a cost of services billable to the Sioux City Symphony for Courthouse security and any other costs incurred with a date to be set in the near future

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Sioux City Symphony would like to use the County Courthouse for a Saturday evening event for one-time use in order to showcase the talent here in Sioux City amidst the backdrop of the courthouse.

**BACKGROUND:**

**FINANCIAL IMPACT:**

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

Yes  No

**RECOMMENDATION:**

Approve Sioux City Symphony to use the Courthouse.

**ACTION REQUIRED / PROPOSED MOTION:**

Approve one-time usage with a cost of services billable to the Sioux City Symphony for Courthouse security and any other costs incurred with a date to be set in the near future

**WOODBURY COUNTY BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**Date: 06/20/2018 Weekly Agenda Date: 06/26/2018**WORDING FOR AGENDA ITEM:** Committee Reports - IJR Stakeholders Meeting**ELECTED OFFICIAL/DEPARTMENT HEAD/CITIZEN:** Jeremy Taylor and Mark Nahra**INFORMATION ITEM ONLY****EXECUTIVE SUMMARY:**

Woodbury County is the contracting authority for a project to study the need for an additional interchange on Interstate 29 south of the airport interchange to be located between exit 135 (Port Neal Interchange) and exit 141 (Airport Interchange). The project is being done under a multijurisdictional agreement between Woodbury County, the cities of Sioux City, Sergeant Bluff and Salix, the Siouxland Initiative, and the Iowa DOT. The project partners all pay a share of the cost of the project cost under an agreement signed by all parties.

**BACKGROUND:**

Much of the project work has been completed with the remaining work being completion of the draft interchange justification report (IJR) with a proposed site selection and a subsequent public hearing prior to submitting the final report to the IDOT for recommendation to FHWA. The consultant team narrowed the scope of the study area and took three potential interchange sites to a public information meeting in late 2016. Public comments were received and documented from that meeting.

The study area surrounding the three interchange sites was extensively surveyed for adverse impacts. There are no factors which would disqualify any of the three sites for environmental, historic or endangered species impacts. The northern option had the most significant impact as it would require closure of the rest areas near mile point 139. According to an Iowa DOT study however, the two rest areas will be recommended for closure at a future date anyway, so this was not deemed a disqualifying impediment to this site by DOT staff present at the meeting.

Since the last stakeholder meeting in November 2017, the consultant team's work has centered on the traffic projections for the new interchange site and existing interchanges at Singing Hills Drive and Airport Drive. Work on the traffic study has been done by the consultants, Iowa DOT staff and SIMPCO staff. Original traffic projections proved to be inaccurate when subsequent traffic counts and projections were made in 2017. In fairness to IDOT and local staff doing the traffic counts and projections, construction impacts from the I-29, CF and Seaborne projects has made their task difficult.

The stakeholders group has waited to hear for 6 months whether or not there continues to be a good case for justification of the IJR, the case is now being made more on an economic development perspective to alleviate future rather than current traffic needs. While the demand model showed improvement toward justification, it is not enough on the traffic model alone. Our engineering consultants added the RISE project related to Seaboard and while this moved the proverbial ball downfield, it was not enough to be substantial.

**FINANCIAL IMPACT:**

The original IJR project estimate was \$600,000. The consultant team proposed a budget of \$648,409 based on the original scope of work for the five stages of the project. The project has been authorized by the Board up to \$536,799 to date. This includes all work in stages A, B, C and E of the original agreement plus \$120,000 of stage D, which includes the environmental assessment portion of the project work. Of that authorized expenditure, approximately \$40,000 remains unspent. Project partners are bound by the original agreement to the \$600,000 budget. With the additional project work necessitated by modifying the report due to the new traffic projections, funding to the original contract proposal amount is requested by MEC. The proposed final project funding level is \$48,409 above the original project estimate and brings our cooperative effort to a conclusion and places the project in the hands of the IDOT and FHWA.

**RECOMMENDATION:**

Whether or not authorizing the full contract cost of the IJR remains a good idea, one thing is for sure, not completing the project at this juncture means that the 82.5% of study funds expended to this point will be for naught if the study is not completed. With a \$25 million estimated price tag on the construction of the interchange and connecting roads, Supervisor Taylor representing Woodbury County at the 6-14-18 meeting shared his hesitation on the how the bill for the full cost of the interchange project would be paid. There is a potential for federal, state, and MPO money for construction of the interchange and connecting roads to the existing road system south of Sergeant Bluff. There is no opportunity to obtain construction funding without completing the IJR project. In other areas such as Davenport, interchange construction has both alleviated congestion and spurred development and growth around it. Given the potential growth south of Sioux City and the projects currently in the mix, the county recommendation is—if other stakeholders such as the City of Sioux City, Iowa DOT, Sergeant Bluff, etc.—are willing to contribute the project to completion, that the Board authorize Phase D and a cost of up to \$648,409 for substantial completion of all stages of the IJR.

The consultant is confident that the IJR can be approved, even at the lower traffic congestion levels at the current interchanges. He cited recent interchanges constructed near Des Moines and the aforementioned interchange near Davenport as being examples of successful IJR reviews resulting in construction.

A new interchange south of the airport has long been a regional priority for the area and has been included in the MPO long range transportation plans for 2030, 2035, and the recently completed 2040 plan. Mayors from Sergeant Bluff and Sioux City were present at the meeting and supported seeing the study to completion. They anticipated support from their respective city councils. Tony Lazarowicz, IDOT District Engineer for District 3, is supportive of continuing the study and will recommend Iowa DOT contribute their percentage share to the cost of the project extension. Siouxland Chamber staff also indicated a willingness to work with their organization to contribute to the increased cost of the project.

**ACTION REQUIRED/PROPOSED MOTION:**

Upon receipt of letters of agreement with the project amendment from our project partners, the authorization for full project funding and the extended project scope will be brought to the Board of Supervisors for approval.

Woodbury County IJR Project Cost

MEC Inc. - Consulting Engineer

Organization	Agreed Total Commitment	Approved Project Phase 1	Approved Project Phase 1 + Partial task D	Percentage Shares	Total Invoiced Costs To Date
Woodbury County	\$ 180,900.00	\$ 125,664.90	\$ 161,844.90	30.150%	\$ 152,087.51
Sioux City	\$ 171,387.00	\$ 119,056.55	\$ 153,333.95	28.565%	\$ 144,089.67
Sergeant Bluff	\$ 8,759.00	\$ 6,084.57	\$ 7,836.37	1.460%	\$ 7,363.93
Salix	\$ 754.00	\$ 523.78	\$ 674.58	0.126%	\$ 633.91
Siouxland Initiative	\$ 40,200.00	\$ 27,925.53	\$ 35,965.53	6.700%	\$ 33,797.22
Iowa DOT	\$ 198,000.00	\$ 137,543.67	\$ 177,143.67	33.000%	\$ 166,463.94
<b>Total</b>	<b>\$ 600,000.00</b>	<b>\$ 416,799.00</b>	<b>\$ 536,799.00</b>	<b>100%</b>	<b>\$ 504,436.18</b>
Agreement totals	\$ 600,000.00	\$ 416,799.00			\$ 504,436.18
Partial task D authorization (11/08/16)		\$ 50,000.00			
Additional task D authorization (04/04/17)		\$ 70,000.00			
Total authorization	\$ 600,000.00	\$ 536,799.00			
Percentage of agreement appd.		89.5%			
City Share	\$ 180,900.00	\$ 125,664.90	\$ 161,844.90		
County Share	\$ 180,900.00	\$ 125,664.90	\$ 161,844.90		
Siouxland Share	\$ 40,200.00	\$ 27,925.53	\$ 35,965.53		
DOT Share	\$ 198,000.00	\$ 137,543.67	\$ 177,143.67		

Phase D Expenses

Invoice No.

Amount

October 31, 2016	14063	\$ 1,380.00	MEC
		\$ 7,057.50	HDR
November 30, 2016	14226	\$ 310.00	MEC
		\$ 21,557.23	HDR
January 31, 2017	14699	\$ 23,748.41	HDR
April 30, 2017	15515	\$ 1,085.00	MEC
May 31, 2017	15812	\$ 6,089.08	HDR
September 18, 2017	16838	\$ 33,281.06	HDR

Total Phase D Expenses Billed to date:

\$ 94,508.28

Exhibit 'A'  
to The Cost Sharing Agreement  
To Complete An  
Interchange justification Report (IJR)  
October 28, 2014

**PROPOSED JUNE 14, 2018**

IJR Budgeted Fee (estimated - subject to change)

**ORIGINAL:**

**FINAL BUDGET:**

Estimated Fee \*\*  
\$ 600,000

# 48,409

Total Budgeted Cost Share as Follows:

Local	67.0%	
State - Iowa DOT	33.0%	
<b>Totals</b>	<b>100.0%</b>	

402,000
198,000
<b>600,000</b>

100%	48,409
0	0
<b>100%</b>	<b>48,409</b>

Local - 67% Local Cost To Be Shared as Follows:

\$ 402,000

# 48,409.00

Cities	45.0%	
County	45.0%	
The Siouxland Initiative	10.0%	
<b>Totals</b>	<b>100.0%</b>	

180,900
180,900
40,200
<b>402,000</b>

50%	24,204.50
50%	24,204.50
0	0
<b>100%</b>	<b>48,409.00</b>

Cities 45% To Be Cost Shared as Follows:

\$ 180,900

# 24,204.50

	<b>Population</b>	<b>% of Total</b>	
Sioux City	82,967	94.7%	
Sergeant Bluff	4,240	4.8%	
Salix	365	0.4%	
<b>Totals</b>	<b>87,572</b>	<b>100%</b>	

171,387
8,759
754
<b>180,900</b>

94.7%	22,927.00
4.8%	1,180.50
0.4%	97.00
<b>100.0%</b>	<b>24,204.50</b>

Recap	% of Total	Budget
		\$ 600,000
IDOT	33.0%	198,000
Woodbury County	30.2%	180,900
Sioux City	28.6%	171,387
Sergeant Bluff	1.5%	8,759
Salix	0.1%	754
The Siouxland Initiative	6.7%	40,200
<b>Total</b>	<b>100.0%</b>	<b>\$ 600,000</b>

**REVISED:**

648,409.00	
198,000.00	30.6%
205,104.50	31.6%
194,314.00	30.0%
9,939.60	1.5%
851.00	0.1%
40,200.00	6.2%
<b>648,409.00</b>	<b>100.0%</b>

\*\* The actual fee has not been determined at this time. The final fee will be determined after a Consultant is selected and the final scope of work is established. All parties recognize this is an estimate only at this time and will likely change. The final fee will be allocated on a pro rata basis per the percentages in this example.

\*\*\* \$40,200 is the maximum cost share for The Siouxland Initiative. The other local parties agree to pay for any costs over \$40,200 pro-rata to their investment.

# Cost Sharing Agreement

## To Complete An Interchange Justification Report (IJR)

January 27, 2015

**This agreement** is hereby made by and between the following participating entities called “**The Parties**”.

Woodbury County, Iowa  
City of Sioux City, Iowa  
City of Sergeant Bluff, Iowa  
City of Salix, Iowa  
The Siouxland Initiative

**Whereas: The Parties** understand the importance of having a new interchange located on Interstate 29 (I-29) between mile markers 138 and 140 to serve the existing traffic and create a new entrance into the industrial and commercial growth areas of Sioux City, Sergeant Bluff, and Woodbury County and;

**Whereas: The Parties** understand the first step in working toward getting a new interchange, is to complete an IJR.

**Whereas: The Parties** understand the value and strength they bring by working together to complete the IJR collaboratively as a high priority project for the region and;

**Whereas: The Parties** desire to seek Iowa Department of Transportation (IDOT) funding for one third (1/3) of the cost to complete the IJR and to include the IDOT in the planning process and;

**Whereas: The Parties** have requested that Woodbury County, Iowa be the lead entity to organize and coordinate the IJR planning efforts, work closely with the IDOT and with all the other parties to this agreement, and the Woodbury County, Iowa Board of Supervisors have agreed to do so.

### **Now therefore:**

**The Parties** hereby agree to participate in the planning efforts by appointing two (2) members from their respective entities to serve on the planning committee to provide input and guidance to the Consultant for the completion of the IJR.

**The Parties** hereby agree to participate in the funding of the cost of the IJR on a pro rata basis as outlined in Exhibit 'A' attached to and made part of this Cost Sharing Agreement.

**The Parties** agree that The Siouxland Initiative's cost shall be 10% of the local share up to a maximum of \$40,200. Any pro-rata share to The Siouxland Initiative above \$40,200 shall be split between all the other local parties, pro-rata to their respective share.

**The Parties** understand that at the time this agreement is being approved, the Consultant to complete the IJR has not been retained, and the scope of the work and the fees for the IJR has not been firmly established. For planning purposes, a \$600,000 budget is used at this time. It is understood the final costs could be more or less than the budgeted amount.

**The Parties** each reserve the right to terminate their involvement in this agreement prior to entering into a formal agreement to do the projects if the costs are much higher than budgeted and if the IDOT does not pay for one third of the cost of the IJR.

**The Parties** agree to pay for their pro-rata share, by placing their funds into an account, managed by Woodbury County, Iowa at the beginning of the IJR planning process to be used to pay for the costs of the IJR.

This agreement has been approved by each entity and is signed all parties below on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mark Monson, Chairperson  
Woodbury County, IA

\_\_\_\_\_  
Linda Cox, Mayor  
City of Salix, IA

\_\_\_\_\_  
Bob Scott, Mayor  
City of Sioux City, IA

\_\_\_\_\_  
Chris McGowan, President  
The Siouxland Initiative

\_\_\_\_\_  
Jon Winkel, Mayor  
City of Sergeant Bluff, IA