



**NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS  
(NOVEMBER 13, 2018) (WEEK 45 OF 2018)**

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

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

Rocky L. De Witt 253-0421 <a href="mailto:rdewitt@woodburycountyiowa.gov">rdewitt@woodburycountyiowa.gov</a>	Marty J. Pottebaum 251-1799 <a href="mailto:mpottebaum@woodburycountyiowa.gov">mpottebaum@woodburycountyiowa.gov</a>	Keith W. Radig 560-6542 <a href="mailto:kradig@woodburycountyiowa.gov">kradig@woodburycountyiowa.gov</a>	Jeremy J. Taylor 259-7910 <a href="mailto:jtaylor@woodburycountyiowa.gov">jtaylor@woodburycountyiowa.gov</a>	Matthew A. Ung 490-7852 <a href="mailto:matthewung@woodburycountyiowa.gov">matthewung@woodburycountyiowa.gov</a>
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held November 13, 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.

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## **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 7 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 November 6, 2018 meeting
4. Approval of claims
5. Board Administration – Karen James
  - a. Approval of resolution thanking and commending Michael Malloy for years of service with Woodbury County
  - b. Approval of resolution thanking and commending John Burbach for years of service with Woodbury County

6. Human Resources – Melissa Thomas
  - a. Approval of hiring Alan Shinkunas in exception to Woodbury County’s nepotism policy
  - b. Approval of Memorandum of Personnel Transactions
  - c. Authorization to Initiate Hiring
  - d. Approval of retiree request to remain on county health and dental insurance plans
  
7. WCICC-IT – John Malloy
 

Approve the reappointment of Citizen Chairperson, Jeff Sypersma to the Woodbury County Information and Communication Commission for a three-year term expiring December 31, 2021

**End Consent Agenda**

- |  |             |
|--|-------------|
| 8. County Sheriff – Dave Drew<br>Discussion on outdoor REC area needed for the Woodbury County Jail  | Information |
| 9. Building Services – Kenny Schmitz<br>Approval of Dorothy Pecaut Nature Center HVAC and Roof Improvement Project, Office Relocation Expenses, Painting Expenses, & Project Contingency Funding | Action      |
| 10. Reports on Committee Meetings  | Information |
| 11. Citizen Concerns   | Information |
| 12. Board Concerns   | Information |

**ADJOURNMENT**

*Subject to Additions/Deletions*

## CALENDAR OF EVENTS

- WED., NOV. 14**      **8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- 6:30 p.m.**    Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
- 7:30 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
- THUR., NOV. 15**      **4:30 p.m.**    Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- WED., NOV. 21**      **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., Ste. 202
- TUES., NOV. 27**      **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
- WED., NOV. 28**      **6:00p.m.**    Emergency Management Commission meeting, lower level of The Security Institute
- THUR., NOV. 29**      **11:00 a.m.**    Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St.
- MON., DEC. 3**        **6:00 p.m.**    Board of Adjustment meeting, First Floor Boardroom
- TUES., DEC. 4**        **4:45 p.m.**    Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., DEC. 5**        **9:00 a.m.**    Loess Hills Alliance Stewardship Meeting, Pisgah, Iowa
- 10:30 a.m.**    Loess Hills Alliance Executive Meeting
- 12:00 p.m.**    District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.**    Loess Hills Alliance Full Board Meeting, Pisgah, Iowa
- WED., DEC. 12**      **8:05 a.m.**    Woodbury County Information Communication Commission, First Floor Boardroom
- THUR., DEC. 13**      **4:30 p.m.**    Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- 5:30 p.m.**    SIMPCO Board of Directors, 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.*

**NOVEMBER 6, 2018, FORTY-FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS**

The Board of Supervisors met on Tuesday, November 6, 2018 at 4:30 p.m. Board members present were Ung, De Witt, Radig, Taylor, and Pottebaum. Staff members present were Dennis Butler, Budget/Tax Analyst, Heather Satterwhite, Public Bidder, Joshua Widman, Assistant County Attorney, Melissa Thomas, Human Resources Director, and Michelle Skaff, Deputy Auditor/Clerk to the Board.

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

1. There were no citizen concerns.

2. Motion by Radig second by Taylor to approve the agenda for November 6, 2018. Carried 5-0. Copy filed.

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

3. To approve minutes of the October 30, 2018 meeting. Copy filed.

4. To approve the claims totaling \$213,682.01. Copy filed.

5a. To approve the appointment of Patrick Greenwood, Attorney-HIDTA Grant, County Attorney Dept., effective 11-13-18, \$61,218/year. Job Vacancy Posted 5-7-18.; the reclassification of Kyle Wiig, Civilian Jailer, County Sheriff Dept., effective 11-19-18, \$23.15/hour, 15%=\$3.09/hour. Per CWA Civilian Officers Contract agreement, from Class 2 to Senior Class due to 4 years employment and Bachelor's Degree.; and the separation of Michael Malloy, Motor Grader Operator, Secondary Roads Dept., effective 12-03-18. Retirement. Copy filed.

5b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Motor Grader Operator, Secondary Roads Dept. CWA Secondary Roads: \$23.15/hour. Copy filed.

Carried 5-0.

6. Motion by Taylor second by Radig to approve the HIDTA Attorney employment agreement. Carried 5-0. Copy filed.

7a. Motion by De Witt second by Pottebaum to approve tax abatement via redemption for the Crisis Stabilization Center, 4038 Division St., parcel #894710401001, for 2016 assessment year contingent on Sioux Rivers Region paying interest and fees for the redemption. Carried 5-0. Copy filed.

7b. Motion by Pottebaum second by De Witt to approve tax abatement for the Crisis Stabilization Center, 4038 Division St., parcel #894710401001, for 2017 assessment year. Carried 5-0. Copy filed.

8. Motion by Pottebaum second by De Witt to approve the Transportation Agreement with Sioux City Fire Department to transport the medical examiner cases within the city of Sioux City for \$350.00 per case as they occur. Carried 5-0. Copy filed.

9a. Motion by Taylor second by Ung to set a hearing for the first reading of the new compression brake ordinance for November 27, 2018 at 4:45 p.m. Carried 5-0. Copy filed.

9b. Motion by Radig second by De Witt to approve the contract and bond for project #BROS-CO97(133)—5F-97 with Dixon Construction Company for \$567,393.30. Carried 5-0. Copy filed.

10a. Motion by Taylor second by Radig to approve the contract with Global Engineering & Construction Inc. for \$648,900.00 contingent upon proof of contractor's insurance certificate and bond. Carried 5-0. Copy filed.

10b. Motion by De Witt second by Pottebaum to approve equipment purchase from TNT Sales & Service for \$5,900.00 for floor scrubbing at Prairie Hills Training Center. Carried 4-1, Radig opposed. Copy filed.

11. Sheila Martin, CEO of Siouxland Mental Health, express concerns related to Sioux Rivers agenda notice regarding Lyon County.

Motion by Pottebaum second by Radig to approve and authorize the Chairperson to sign a Resolution recommending approval of Lyon County's request to join the Sioux Rivers Reginal MHDS Region effective July 1, 2019. Failed on roll-call 2-3; Taylor, Ung, and De Witt were opposed. Copy filed.

12. The Board heard reports on committee meetings.

13. Sheila Martin, CEO Siouxland Mental Health, expressed concerns regarding information from Sioux Rivers. Motion by Ung second by De Witt to receive documents. Carried 5-0. Copy filed

Kathy Roberts, Friendship House, expressed concerns regarding information from Sioux Rivers. Motion by Taylor second by De Witt to receive documents. Carried 5-0. Copy filed.

14. Board concerns were heard.

The Board adjourned the regular meeting until November 13, 2018.

Meeting sign in sheet. Copy filed.

WOODBURY COUNTY, IOWA

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

A RESOLUTION THANKING AND COMMENDING

*Michael Malloy*

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, Michael Malloy has capably served Woodbury County as an employee of the Secondary Road's Department for 17 years from October 31, 2001 to December 3, 2018; and

WHEREAS, the service given by Michael Malloy 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 Michael Malloy 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, Michael Malloy.

BE IT SO RESOLVED this 13th day of November, 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

*John Burbach*

FOR HIS SERVICE TO WOODBURY COUNTY

WHEREAS, John Burbach has capably served Woodbury County as an employee of the County Sheriff's Office for 31 years from August 18, 1987 to December 30, 2018; and

WHEREAS, the service given by John Burbach 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 John Burbach 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, John Burbach.

BE IT SO RESOLVED this 13th day of November, 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 BOARD OF SUPERVISORS AGENDA ITEM(S) REQUEST FORM**

Date: 11/08/2018 Weekly Agenda Date: 11/13/2018

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Melissa Thomas

**WORDING FOR AGENDA ITEM:**  
 Approval of hiring Alan Shinkunas in exception to Woodbury County's nepotism policy.

**ACTION REQUIRED:**

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

**EXECUTIVE SUMMARY:**

The Sheriff's department is requesting the approval to hire Alan Shinkunas, the relative of a current employee in the same department.

**BACKGROUND:**

As per Woodbury County's handbook section 1.3 entitled Nepotism (attached), any exception to the nepotism policy requires approval of the Board of Supervisors. The position of Courthouse Safety and Security Officer has been open for over 8 weeks and difficult to fill. The normal time a position is open is 2-3 weeks.

**FINANCIAL IMPACT:**

Zero

**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:**

Pass the motion

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to approve the hiring of Alan Shinkunas in exception to Woodbury County's Nepotism policy.



### 1.3 NEPOTISM

No hiring authority may appoint or vote for the appointment as a regular, paid-on-call, temporary, or seasonal employee when any of the following conditions exist:

- When one member of the immediate family is already employed in the department to which another member of the immediate family is seeking employment; or
- When an employee seeking a promotion or transfer through in-house posting of job openings would result in a supervisory relationship between immediate family members; or
- When an applicant's immediate family member is employed by the County in a position that is classified as confidential.

Any such appointment may be voided by the Board if not done voluntarily by the hiring department.

If a family relationship is created by the marriage or cohabitation of County employees or in the event of an immediate family member becoming an elected official working in the same department, the two employees will be given the option of deciding who will transfer or be reassigned if possible. If it is not possible for one to transfer or to be reassigned the two employees may decide which one shall resign within 90 days of the occurrence or face immediate termination; if neither one will resign the least senior employee who is not an elected official shall be terminated. If a family relationship is created by marriage between an employee and a non-employee, the employee who became married must transfer or take reassignment, if possible, or terminate employment within 90 days.

For the purposes of this policy, the term "immediate family member" means any of the following: spouse (husband or wife), domestic partners<sup>1</sup>, cohabitating couples, child and/or step-child (son or daughter), parent (mother or father), step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, aunt, uncle, niece, nephew, cousin, and any other permanent member of the immediate family.

This policy does not apply to employees paid wages or salary of less than six hundred dollars per year.

This policy is not applicable to County Civil Service Employees.

Any further exceptions to this would require prior Board approval.

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<sup>1</sup> Those employees who wish to apply for domestic partner benefits must complete a statement of domestic partnership.



## 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

08 Nov 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 hire Alan Shinkunas, effective November 14, 2018, for Courthouse Security. The position was posted twice with Alan Shinkunas being the only qualified applicant. Alan Shinkunas is a retired Sheriff's Office employee with over 30 years of experience in law enforcement. This hire is a for a part time position and Alan Shinkunas will never be in a supervisory position in Courthouse Security. We request this hire be placed on the agenda for the Tuesday, November 13, 2018, Woodbury County Board of Supervisors meeting. Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'David Drew'.

Dave Drew, Sheriff

Cc: file

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: November 13, 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
Coleman, Erica	County Sheriff	11-14-18	Civilian Jailer	\$19.28/hour		A	Job Vacancy Posted 10-10-18. Entry Level Salary: \$19.28/hour.
Shinkunas, Alan	County Sheriff	11-14-18	P/T Courthouse Safety & Security Officer	\$18.05/hour		A	Job Vacancy Posted 9-12-18. Entry Level Salary: \$16.43-\$18.05/hour.
Skaff, Sheryl	County Sheriff	11-29-18	P/T Courthouse Safety & Security Officer	\$19.03/hour	5%=\$.98/hour	R	Per Wage Plan Comparability with AFSCME Courthouse Contract, from Grade 3/Step 3 to Grade 3/Step 4.
Burbach, John	County Sheriff	12-30-18	Civilian Jailer			S	Retirement.

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:** November 13, 2018

For the November 13, 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, Appointment.
2. County Sheriff P/T Courthouse Safety & Security Officer, Appointment.
3. County Sheriff P/T Courthouse Safety & Security Officer, from Grade 3/Step 3 to Grade 3/Step 4.
4. County Sheriff Civilian Jailer, Retirement.

Thank you

HUMAN RESOURCES DEPARTMENT

WOODBURY COUNTY, IOWA

DATE: November 13, 2018

**AUTHORIZATION TO INITIATE HIRING PROCESS**

DEPARTMENT	POSITION	ENTRY LEVEL	APPROVED	DISAPPROVED
County Sheriff	Civilian Jailer	CWA: \$19.28/hour		
County Sheriff	Sheriff Deputy	CWA Deputy Sheriff's: \$23.70/hour		
	*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

08 Nov 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 hire a sworn deputy sheriff for the position currently held by Deputy Sheriff Angela Fundermann. Deputy Fundermann is retiring from the Sheriff's Office December 30, 2018. We request this authorization to hire be placed on the Tuesday, November 13, 2018, Board agenda. Thank you.

Sincerely,

*Dave Drew*

Dave Crew, Sheriff

Cc: file



## 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

08 November 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 female Correctional Officer position, November 14th, 2018. We request this be placed on the agenda for the Tuesday, November 13th, 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

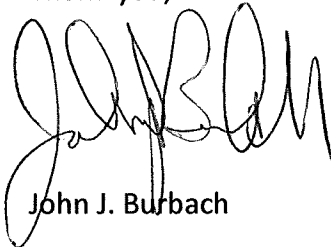
November 01, 2018

To: Board of Supervisors Woodbury County,

This letter is to request to be placed on single health coverage with through Woodbury County Effective January 01 2019 for 1 year in accordance with the current contract of which I am currently employed.

I also would request to stay on the dental plan through Woodbury County with single dental plan coverage.

Thank you,

A handwritten signature in black ink, appearing to read "John J. Burbach". The signature is stylized and cursive, with the first name "John" being particularly prominent and overlapping the second name "Burbach".

John J. Burbach



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

Date: 11/08/18

Weekly Agenda Date: 11/13/18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** WCICC-IT Director, John Malloy

**WORDING FOR AGENDA ITEM:**

Motion to approve the reappointment of Citizen Chairperson, Jeff Sypersma, to the Woodbury County Information and Communication Commission for a three year term expiring December 31, 2021.

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The 28E Agreement between Woodbury County and the City of Sioux City which creates the WCICC Board requires that the Citizen Representative serving on the Commission be approved by the City Council and by the Woodbury County Board of Supervisors. The Commission is recommending that Jeff Sypersma be approved for another three year term which will expire December 31, 2021.

**BACKGROUND:**

Per Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission between the City of Sioux City, Iowa and Woodbury County, Iowa, the Citizen Chairperson may serve additional three year terms subject to approval on the Sioux City Council and the Woodbury County Board of Supervisors.

**FINANCIAL IMPACT:**

N/A

**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:**

Staff requests the Woodbury County Board of Supervisors approve the motion designating Jeff Sypersma as the Citizen Representative on the Woodbury County Information and Communication Commission for a three year term expiring December 31, 2021.

**ACTION REQUIRED / PROPOSED MOTION:**

Motion to designate Jeff Sypersma as the Citizen Representative on the Woodbury County Information and Communication Commission for an additional three year term expiring December 31, 2021.

FILED  
SECRETARY OF STATE  
IOWA

STATE OF IOWA

AUG 7 10 00 AM '07

CITY OF SIOUX CITY

Woodbury County

Office of the City Clerk

I, Lisa L. McCardle, City Clerk of the City of Sioux City and City Clerk of the City Council thereof, and as such, having charge of and in my possession all the records and documents pertaining to said office now remaining therein, do hereby certify that it appears from such records that the foregoing is a true and correct copy of the Resolution No. 2007-0540 adopted by the City Council of the City on the 9<sup>th</sup> day of July, 2007 upon the call of yeas and nays thereof duly had and recorded.

Dated at Sioux City, Iowa this \_\_\_\_\_ day of August, 2007.



\_\_\_\_\_  
Lisa L. McCardle, City Clerk

(SEAL)



FILED  
SECRETARY OF STATE  
IOWA

RESOLUTION NO. 2007- 000540  
with attachments AUG 7 10 00 AM '07

RESOLUTION APPROVING A 28E INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY,  
IOWA, CREATING THE WOODBURY COUNTY INFORMATION AND  
COMMUNICATIONS COMMISSION

WHEREAS, the City of Sioux City, Iowa and Woodbury County, Iowa, desire to create an Intergovernmental Agreement creating the Woodbury County Information and Communications Commission as set forth in the attached Intergovernmental Agreement; and

WHEREAS, the City Council is advised and does believe that said Intergovernmental Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the attached Intergovernmental Agreement creating the Woodbury County Information and Communications Commission be and the same is hereby approved as to form and content and the Mayor and City Clerk are hereby authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City.

BE IT FURTHER RESOLVED that a copy of this Intergovernmental Agreement be filed with the Secretary of State and the Woodbury County Recorder.

PASSED AND APPROVED: July 9, 2007

Craig S. Berenstein  
Craig S. Berenstein, Mayor

ATTEST: Lisa L. McCardle  
Lisa L. McCardle, City Clerk

**Intergovernmental Agreement Creating the Woodbury County Information And  
Communication Commission**

FILED  
SECRETARY OF STATE  
IOWA

**Preamble**

This agreement is made and entered into by and between the City of Sioux City, Iowa (herein "City"), and Woodbury County, Iowa (herein "County") to be effective on the 1<sup>st</sup> day of July, 2007.

**Article I – Name**

The official name of the organization created herein is the "Woodbury County Information and Communication Commission" (herein "WCICC").

**Article II - Nature of the Commission**

Pursuant to the provisions of Chapter 28E of the Code of Iowa, the City and County hereby create the Woodbury County Information and Communication Commission (herein "COMMISSION") as a separate administrative entity to carry out the purposes of this Agreement. The Commission has two separate and distinct functions. The first is to oversee the combined Information Technology (herein "IT") of the City and the County. The second is to establish broad policies for the operation of the Communications Center serving the City, the County and surrounding areas. Operational supervision shall be provided by a committee of law enforcement personnel appointed, in part, by the Commission. Therefore, this Agreement is divided into to both functions. **Division I** sets forth general matters applicable to both functions. **Division II** sets forth the powers and responsibilities of the Commission as they relate to Information Technology. **Division III** sets forth the powers and responsibilities of the Commission as they relate to the Communications Center.

**Division I – General Provisions**

**Article IA Commissioners**

The Commission created hereby shall consist of five Commissioners who shall be one of the following:

1. Two members from the City Council of Sioux City.
2. Two members from the Woodbury County Board of Supervisors.
3. A Citizen Representative selected by the four Commissioners, subject to the approval of the Sioux City City Council and the Woodbury County Board of Supervisors who shall serve for a three year term. The Citizen Representative may serve an additional three year term subject to approval of the Sioux City, City Council and the Woodbury County Board of Supervisors.

The City Council of Sioux City and Board of Supervisors of the County shall designate by resolution their respective members of the Commission, and may designate alternates who shall serve in the absence of the designated Commissioners, which alternates shall exercise all the powers of the designated Commissioner. Alternates must be members of the City Council or the Board of Supervisors.

The Citizen Representative shall serve as Chairperson of the Commission.

A quorum shall consist of a majority of all the Commissioners. However, the quorum must consist of a Commissioner from the City Council and a Commissioner from the Board of Supervisors. Each Commissioner shall be entitled to one vote. Actions may be taken by the Commission upon a majority vote of all the Commissioners unless otherwise stated herein or unless the Commission establishes a requirement of a greater number of votes through adoption of a bylaw to that effect which is agreed to by the County and the City.

#### Article IB – Purpose

The purpose of the Commission shall be:

1. To provide protective communications services to persons within Woodbury County and the Sioux City area, in an effective and cost efficient manner through the consolidation of the communicative operations of the law enforcement and emergency services of those units of government who are participants in this Agreement into a single Communication Center.
2. To operate, manage and provide long-term planning and evaluation, fiscal administration, contractual administration, legal compliance, and standards and policy setting for a City and County's law enforcement departments and such other units of Government utilizing criminal information as part of their operations who become participating members of this Agreement.
3. To continue cooperating with the City and County in the implementation of collaborative utilization of Information Technology, Systems, Applications, and Data Transfer of City and County information. To continue to operate, manage, and provide long-term planning and evaluation, fiscal administration, operational administration, contractual administration and standards for a consolidated Datacenter for all of the City and County IT needs and such other units of government who become participating members of this agreement.

#### Article IC – Duration

The duration and existence of the Commission and this Agreement shall be for a period of twenty years from the date of this Agreement, unless it is sooner dissolved as hereinafter provided.

#### Article ID – General Powers

The Commission shall have the power to do all things necessary under Chapter 28E of the Iowa Code to carry out its purpose as stated herein, so long as its actions are not in conflict with the laws of the City of Sioux City, the State of Iowa, or the United States of America.

The Commission may enter into all necessary contracts and may make expenditures for such services, administration, and planning as the Commission deems to be in the best interests of the participants herein consistent with the approved budget. The Commission shall hire a person as its Director of Information Technology. This person shall be under the supervision of the Commission. The Director of the Communications Center shall be employed by the Communications and Criminal Information Committee and subject to their supervision. Both the Director of Information Technology and the Director of the Communications Center shall be City employees for the purposes of wages, benefits, and employee organizational rights. For the purpose of carrying out this Agreement, the Commission may acquire title to real property.

A decision by a majority of the members of the Commission shall be binding upon the City and the County.

#### Article IE – Insurance

The Commission may obtain such insurance as is necessary to cover risks of operating the Communications Center or the Information Technology Center consistent with the approved budget.

#### Article IF – Meetings

The Commission shall meet not less than once each calendar month, at such times and places as the chairperson shall designate unless a quorum can not be established for a particular month. Notice shall be sent to the Commissioners and designated representatives of member cities in accordance with Chapter 21 of the Iowa Code as amended.

#### Article IG – Amendment

The Agreement may be amended by mutual agreement between the City and the County.

#### Article IH - Joining and Withdrawing-Dissolution

The City or County may withdraw from participation in this Agreement by adoption of a resolution of its governmental body stating that its government withdraws as of a particular future date. The date shall be at least 180 days beyond the date of said resolution. The withdrawing party shall deliver to the other party and to the Chairperson of the Commission a copy of such resolution within 10 days following its adoption. The withdrawing party may withdraw from either the Communications part of this Agreement or the IT part of this Agreement or both.

Should either the City or County adopt a resolution of withdrawal from the entire Agreement and deliver it to the other and to the Chairperson of the Commission within 10 days, the Commission shall be dissolved on the date specified in the resolution for the withdrawal of the government, which shall not be less than 180 days after the date of said resolution. Should the withdrawing party withdraw from only one part of this Agreement, the Commission shall remain to oversee the remaining functions of this Agreement.

#### Article II - Disposition of Assets Upon Dissolution

In the event that either the City or the County desires to terminate this Agreement other than by mutual consent of the City and County, the party desiring to terminate the Agreement shall not be entitled to any share of the value of the assets/property including all software licenses acquired by the Commission and such withdrawing party will be deemed to have forfeited to the Commission all of its interest in and to all assets/properties that are jointly owned and managed by the Commission regardless of the contributions made by the withdrawing party at any time.

#### Article IJ – Additional Participants

Any unit of government within Woodbury County may become a participating member of the Agreement participating in only the communications activity or only the IT and criminal information system activity or both. Such election shall be by resolution duly adopted by the governing body of the participating member certified to the commission.

The Commission shall accept such units of government by resolution under such terms and conditions as it may impose or it may decline to accept the unit of government as a participating member.

Each unit of government entering into this Agreement, as a participating member, shall have the right to appoint, by resolution, a representative to the Commission. Such representative shall not be a Commissioner, but may act in an advisory capacity to the Commission. A city participating in this Agreement may designate the Commissioners appointed by Woodbury County as its representatives to the Commission.

The governing body of any participating member in this Agreement may withdraw from this Agreement by resolution of such governing body stating that it withdraws as of a particular date, which date shall be at least 30 days beyond the date of the resolution.

#### Article IK – Previous Agreements

All previous agreements between the City and the County are terminated upon the effective date of this agreement. Specifically, the Intergovernmental Agreement creating the Woodbury County Information & Communication Commission dated November 24, 1986 and revised Agreement dated on July 1, 1987 is terminated and have no force or effect.

### Division II - Information Technology Functions

#### Article IIA- Powers

The Commission shall have the power to enact policies for the operation of the consolidated Information Technology and shall have the power to hear complaints from citizens regarding said operations.

The Commission may employ such Information Technology employees, including consultants, as it may deem necessary to carry out the purpose of this Agreement consistent with the approved budget. For administrative purposes IT employees shall be city employees. All IT employees, with the exception of consultants, shall reside within Woodbury County or within two miles of the Woodbury County Boundary or within ten miles of the Sioux City Corporate Boundary.

#### Article IIB – Operations

For IT and automated criminal information activities, the Commission shall establish a single computer Datacenter conveniently located near City Hall and the Courthouse or a facility mutually agreeable to the WCICC Commission. Personal property used to operate the Datacenter shall be the property of the Commission unless leased. The Commission shall abide by federal regulations concerning the use and disposition of equipment supplied by federal grant.

#### Article IIC – Financing

The consolidated IT and automated criminal information system activities shall be financed as follows:

- a) Prior to January 1 of each year, the Commission shall establish a proposed budget for the ensuing fiscal year. Following the adoption of its budget by the Commission and its approval by the City and County, the City and County shall each include in their budget



an amount to be provided to the Commission during the ensuing fiscal year. The amount to be included in the budget of the City shall be equal to the Commission's estimated cost of providing Information Technology and automated criminal information services to the City for the next fiscal year including the City's share of any approved capital improvements. The estimate shall be based upon historical data and in anticipated future activities by the City. The amount to be included in the budget of the County shall be equal to the Commission's estimated cost of providing IT and automated criminal information services to the County for the next fiscal year including the County's share of any approved capital improvements. The estimate shall be based upon historical data and anticipated future activities by the County.

Cost allocated for capital improvements shall be determined by the Commission. Such costs shall be allocated on the basis of benefits derived by the particular user. If the Commission determines that a capital improvement is of general, rather than particular benefit, the cost shall be allocated on the 50% ratio.

- b) The City shall be responsible for the prompt payment of all expenses authorized by the Commission utilizing its own funds set aside for Commission expenses and those paid to it by County as its share of the Commission's expenses. The County shall pay its share of capital improvement expenses quarterly. Payments for services are due monthly and in the case of the County shall be paid to the City within thirty days after the month the services are rendered. Charges for services shall be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies shall be charged fifty percent to the City and fifty percent to the County. Capital improvements that benefit the City and the County shall also be charged fifty percent to the City and fifty percent to the County. Capital Improvements or software or any other device benefiting or serving a single entity shall be billed to that entity.
- c) If the budget as approved by the Commission, the City and the County contains capital improvement projects equally beneficial to the City or the County that will not be financed out of current tax dollars, the City shall provide the interim financing to pay for the project. The County's approval of the budget shall constitute authorization to the City to borrow funds in any lawful manner or to otherwise provide the funds from available revenues for the project. The City will be responsible for complying with all laws and regulations which are applicable to the issuance of any debt to provide the necessary funds to pay for the project.

Prior to issuance of debt by the City or otherwise making funds available to the Commission for a capital improvement project, the County shall approve and deliver to the City a promissory note and loan agreement with respect to repayment of the County's share of capital improvement project. The terms of the note and loan agreement shall be subject to approval and acceptance by the City.

Capital improvement projects which benefit the County only must be financed by the County unless the City consents to providing the interim financing.

- d) The Commission shall administer funds received from federal or state sources, and shall be responsible for the application for grants of funds from criminal information purposes.
- e) Initial contributions of personal property given to the Commission to carry out the purposes of this Agreement by the City or County may be lent, leased or sold to the Commission. If loaned or leased, title to the Property remains with the lender. If sold or

leased to the Commission, the price is subject to the approval of the noncontributing party.

- f) All personal property acquired to affect the purposes of this Division of the Agreement shall be under the immediate control and supervision of the Commission. However, the ownership of all the said personal property shall be divided between the City and County so that each has an undivided one-half ownership interest in the said personal property. Personal property acquired during the term of the Agreement, and paid for entirely from the funds of either the City or the County, shall belong to the entity providing the funding.

### **Division III - Communications Functions**

#### Article IIIA - Powers

The Commission shall have the power to establish a proposed budget, enact general policies for the operation of the communications activity, and shall have power to hear complaints from citizens regarding said operations.

The Commission shall enter into an agreement with a criminal justice agency to provide day-to-day supervision of the Woodbury County Communications Center and consolidated automated criminal information system.

All communications personnel employed by the Commission shall be city employees for the purpose of wages and benefits and employee organization rights but shall be under the control and supervision of the Woodbury County Communications and Criminal Information Committee. All communication employees, with the exception of consultants, shall reside within Woodbury County or within two miles of the Woodbury County Boundary or within ten miles of the Sioux City Corporate Boundary.

#### Article IIIB - Operations

For its communication activities, the Commission shall establish a single operations center. The center is presently located in the Police and Fire Administrative Headquarters building. The Communications Center will be relocated to The Security Institute located within the Western Iowa Community College Campus in 2008/2009. Personal property located in the Police and Fire Administrative Headquarters building shall be relocated to The Security Institute. Personal property not relocated and used at the new facility shall be sold in the manner directed by the Commission and the proceeds credited to the Commission's budget to be used to offset the costs of moving the Communications Center and, or the costs of new equipment purchase for use at the new Communications Center. Personal property used to operate the center shall be the property of the Commission unless leased. The Commission shall abide by federal regulations concerning the use and disposition of equipment supplied by federal grant.

#### Article IIIC - Financing

- a. Prior to January 1 of each year, the Commission shall adopt a budget for the ensuing fiscal year. Following the adoption of its budget by the Commission and its approval by the City and County, the City and County shall each include in its budget an amount to be provided to the Commission during the ensuing fiscal year. The amount to be included in the budget of the City shall be (69.8%) of the budget adopted by the Commission. The amount to be included in the budget of County shall be (30.2%) of the budget adopted by the Commission. Any excess money shall be credited to the City and County at their respective percentages for the following fiscal year. If the Commission's

expenses exceed the budget for that fiscal year, the City and County will be billed their respective percentages to cover the excess cost.

- b. The Commission shall administer funds received from the federal or state sources, and shall be responsible for the application for grants of such funds for communications purposes.
- c. Cost allocation for capital improvements shall be determined by the Commission. Such costs shall be allocated on the basis of benefits derived by the particular user. If the Commission determines that a capital improvement is of general rather than particular benefit, the cost shall be allocated on the 69.8%:30.2% ratio outlined above.

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

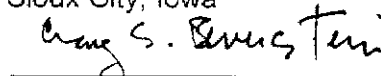
Woodbury County, Iowa

By:

  
Chairman, Board of Supervisors

City of Sioux City, Iowa

By:

  
Mayor

Attest:

  
City Clerk

Date:

7-9-2007

MICHAEL A. MAURO  
SECRETARY OF STATE



LUCAS BUILDING, 1ST FLOOR  
DES MOINES, IA 50319

OFFICE OF THE IOWA SECRETARY OF STATE

August 07, 2007

JAMES L ABSHIER  
% CITY OF SIOUX CITY  
P.O. BOX 447  
SIOUX CITY, IA 51102

RE: Filing of 28E Agreement between the CITY OF SIOUX CITY, IOWA and  
the WOODBURY COUNTY

Dear MR ABSHIER:

We have received the above described agreement which you have submitted to this office for filing, pursuant to the provisions of Chapter 28E, Code of Iowa. You may consider the same filed as of August 07, 2007.

For future reference, 28E agreements can now be filed and searched online by going to my website at [www.sos.state.ia.us](http://www.sos.state.ia.us).

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Mauro".

Michael A. Mauro  
Secretary of State

MAM/PK  
Enclosures



August 3, 2007

Hon. Michael A. Mauro  
Secretary of State  
1007 East Grand Avenue  
Room 105, State Capitol  
Des Moines, IA 50319

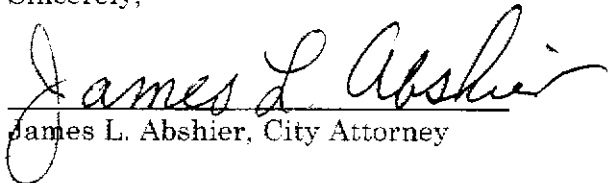
Dear Sec. Mauro:

Enclosed please find two copies of the Intergovernmental Agreement creating the Woodbury County Information and Communication Commission along with a certified copy of the resolution authorizing same.

Please file one and return one filed stamped copy to the undersigned in the enclosed self-addressed stamped envelope.

I thank you in advance for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "James L. Abshier".

James L. Abshier, City Attorney

Enc.



*Paul D. Pate*  
 Secretary of State  
 State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M508372

8/25/2015 2:05:21 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Sioux City, Iowa	City	Woodbury
Party 2	Woodbury County, Iowa	County	Woodbury
Party 3			
Party 4			
Party 5			

*\*Enter "Other" if not in Iowa*

**Item 2.** The type of Public Service included in this agreement is: 370 Other Public Works  
*(Enter only one Service Code and Description)* Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 Resolution approving Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission between the City of Sioux City, Iowa and Woodbury County, Iowa

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires 7/1/2027  Indefinite Duration  
[mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*

NO

YES Filing # of the agreement: M038762

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name \_\_\_\_\_ FIRST Name \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

**RESOLUTION NO. 2015- 0641**  
with attachments

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE  
INTERGOVERNMENTAL AGREEMENT CREATING THE WOODBURY  
COUNTY INFORMATION AND COMMUNICATIONS COMMISSION BETWEEN  
THE CITY OF SIOUX CITY, IOWA AND WOODBURY COUNTY, IOWA

WHEREAS, on July 9, 2007, pursuant to Resolution No. 2007-0540, the City Council approved an Intergovernmental Agreement with Woodbury County, Iowa, creating the Woodbury County Information and Communications Commission; and

WHEREAS, the City of Sioux City, Iowa and Woodbury County, Iowa, desire to amend said Intergovernmental Agreement as set forth in the attached Amendment No. 1 to the Intergovernmental Agreement; and

WHEREAS, the City Council is advised and does believe that said Amendment No. 1 to the Intergovernmental Agreement should be approved as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, that the attached Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission be and the same is hereby approved as to form and content and the Mayor and City Clerk are hereby authorized and directed to execute said Amendment No. 1 to the Intergovernmental Agreement for and on behalf of the City.

BE IT FURTHER RESOLVED that a copy of this Amendment No. 1 to the Intergovernmental Agreement be filed with the Secretary of State and the Woodbury County Recorder.

PASSED AND APPROVED: August 24, 2015

  
Robert E. Scott, Mayor

ATTEST:

  
Lisa L. McCardle, City Clerk

**AMENDMENT NO. 1  
TO THE INTERGOVERNMENTAL AGREEMENT  
CREATING THE WOODBURY COUNTY INFORMATION  
AND COMMUNICATION COMMISSION**

**Preamble**

This Amendment No. 1 to the Intergovernmental Agreement creating the Woodbury County Information and Communications Commission is made by and between the City of Sioux City, Iowa (herein "City"), and Woodbury County, Iowa (herein "County") effective the 1<sup>st</sup> day of September, 2015.

**WHEREAS**, The City and County entered into an Intergovernmental Agreement creating the Woodbury County Information and Communications Commission effective 1<sup>st</sup> day of July 2007;

**WHEREAS**, The City and County wish to amend the Intergovernmental Agreement. For good and valuable consideration, the City and County agree as follows:

**AMENDMENT**

The Intergovernmental Agreement, effective the 1<sup>st</sup> day of July, 2007 is amended as follows:

**Division I – General Provisions, Article IA Commissions** - is amended as follows:

The Commission created hereby shall consist of five Commissioners who shall be one of the following:

1. Two members from the City Council of Sioux City.
2. Two members from the Woodbury County Board of Supervisors.
3. A Citizen Representative selected by the four Commissioners, subject to the approval of the Sioux City City Council and the Woodbury County Board of Supervisors who shall serve for a three year term. The Citizen Representative may serve additional three year terms subject to approval of the Sioux City City Council and the Woodbury County Board of Supervisors.

The City Council of Sioux City and Board of Supervisors of the County shall designate by motion or resolution their respective members of the Commission, and may designate alternates who shall serve in the absence of the designated Commissioners, which alternates shall exercise all the powers of the designated Commissioner. Alternates must be members of the City Council or the Board of Supervisors.

The Citizen Representative shall serve as chairperson of the Commission.

A quorum shall consist of a majority of all the Commissioners. However, the quorum must consist of a Commissioner from the City Council and a Commissioner from the Board of




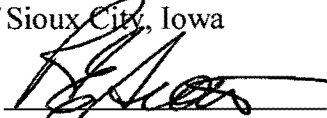
Supervisors. Each Commissioner shall be entitled to one vote. Actions may be taken by the Commission upon a majority vote of all of the Commissioners unless otherwise stated herein or unless the Commission establishes a requirement of a greater number of votes through adoption of a bylaw to that effect which is agreed to by the County and the City.

**Article IIC – Financing** - is amended as follows:

b) The City shall be responsible for the prompt payment of all expenses authorized by the Commission utilizing its own funds set aside for Commission expenses and those paid to it by County as its share of the Commission's expenses. The County shall pay its share of capital improvement expenses quarterly. Payments for services are due monthly and in the case of the County shall be paid to the City within thirty days after the month the services are rendered. Charges for routine services and staff time shall be charged by device count. Device count shall be interpreted to mean actual devices utilized by the City and County respectively. Examples of such devices shall include, but not be limited to: desktop computers, laptop computers, tablets, and multi-functional printers. Special project services, including major coding work, shall be calculated upon actual employee time spent providing services to the City or the County. Employee time not directly attributable to either the City or the County and general supplies shall be charged fifty percent to the City and fifty percent to the County. Capital improvements that benefit the City and the County shall also be charged fifty percent to the City and fifty percent to the County. Capital Improvements or software or any other device benefiting or serving a single entity shall be billed to that entity.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 by their duly authorized representatives effective as of the date above first written.

Woodbury County, Iowa  
By:   
Chairman, Board of Supervisors

City of Sioux City, Iowa  
By:   
Mayor

Attest: 

Attest:   
City Clerk

Date: 08/18/15

Date: 8/24/15

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

#8

Date: 11-08-18

Weekly Agenda Date: 11-13-18

**ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN:** Sheriff Dave Drew

**WORDING FOR AGENDA ITEM:**

Discussion on Outdoor REC area needed for the Woodbury County Jail

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

The Sheriff's Office has been given direction from the State Jail Inspector to come up with a plan so the inmates start receiving some time in our outside REC area. The outdoor REC area that exists has not been utilized in over 15 years due to the roof condition and the upgrades that are needed to keep that area secure. The Sheriff's Office is reminding the Board that something will need to be planned to get this area ready to once again have inmates use this space..

**BACKGROUND:**

The past two jail inspections this matter has been discussed with the Jail Inspector. We have been holding off on the issue due to the possibility of Jail renovation project that was being pursued. With the renovation project looking like it is not going to happen, we need to be able to provide the Inspector with some answers in regards to how we are going to achieve to provide inmates with outdoor REC time.

**FINANCIAL IMPACT:**

Unknown at this time.

**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:**

For discussion.

**ACTION REQUIRED / PROPOSED MOTION:**

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

Date: 11/08/2018

Weekly Agenda Date: 11/13/2018

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

**WORDING FOR AGENDA ITEM:**

Dorothy Pecaut Nature Center HVAC and Roof Improvement Project- Approval of Office Relocation Expenses, Painting Expenses, & Project Contingency Funding

**ACTION REQUIRED:**

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

**EXECUTIVE SUMMARY:**

Project construction bid specifications, and contractor's Construction Agreement do not include temporary office relocation costs, storage areas contents temporary relocations, painting, or carpet replacement. These items were specifically excluded in an effort to alleviate contractor mark-up and limit cost impact to Woodbury County. The Woodbury County Conservation Director has received quotes on office furniture moving/ relocations, and painting of the hallway, file room, and offices. Supervisor Radig has graciously offered for consideration to personally donate time/ labor to accomplish the office painting portion of the project if the County supplied the necessary materials, in an effort to limit project costs to the County. Building Services, or Conservation Departments are not staffed to provide scheduled labor on construction projects which must be accomplished within a specified, and limited time-frame whereby delays will automatically initiate a \$250.00 per day cost penalty. There will be temporary relocation tele/data line costs incurred, these will be identified with WCICC. Building Services & Woodbury County Conservation are requesting funding in the amount of \$32,445.00 (5% of Construction Project). The Conservation Board has taken responsibility of expense's relating to carpet and wall-base replacements in the associated areas. The Woodbury County Board of Supervisors would ultimately approve any Dorothy Pecaut "Contract" change orders drafted by the Architect.

**BACKGROUND:**

November 6th 2018- Woodbury County Board of Supervisors approves construction contract with Global Engineering & Construction in the amount of \$648,900.00.

October 30th 2018- Bids are opened at 2:00 pm at the Dorothy Pecaut Nature Center. Bids are received at the Board of Supervisors meeting at the Woodbury County Courthouse.

October 23rd 2018- Board of Supervisors conducts public hearing at 4:45 pm Board Meeting. Approves "opening bids" at Dorothy Pecaut Nature Center for October 30th 2:00 pm. Approves "receiving bids" October 30th 4:45 pm at Woodbury County Courthouse .

October 9th 2018- Woodbury County Board of Supervisors approve project plans, specifications, form of contract, authorization to seek competitive bids, and set a hearing date for October 23rd 2018 4:45 pm at the Woodbury County Courthouse Lower Level.

May 15th- 2018 the Woodbury County Board of Supervisors approved CMBA Architects to provide architecture and engineering services to draft design plans & specifications to be utilized in the competitive bid process relating to HVAC mechanical & control systems and roof improvements at the Dorothy Pecaut Nature Center.

May 8th 2018- Woodbury County Building Services Director, Woodbury County Finance Director, Woodbury County Assistant Attorney, & the Woodbury County Conservation Director held a meeting to discuss the HVAC upgrade and roof replacement project funding mechanism. After much discussion on Iowa Codes 350.3 and 350.6, it was decided that input would be necessary from the County's external audit firm (Williams & Company).

The Finance Director contacted the audit firm (Jeff Peters) who replied that the funds should be expended from Woodbury County fund 360 (CIP) and that Woodbury County should do the bid letting following Iowa Code 350.3 which provides that the Board of Supervisors shall provide offices for the Conservation Board. If a project does not involve Conservation Board Offices, under Code 350.6 bid letting would be conducted by the Conservation Board.

April 24th 2018- the Woodbury County Board of Supervisors approved Woodbury County CIP funds to be utilized toward the Dorothy Pecaut HVAC

**FINANCIAL IMPACT:**

CIP = #9107-16

Project Contingency (5% of Construction) = \$32,445.00

\*Previously (11-06-2018) approved- Global Engineering & Construction Inc.- Construction Contract - (\$648,900.00)

\* Previously (5-15-2018) approved- CMBA Architectural & Engineering Contract - (\$42,250.00)

Project Grand Total- not to exceed \$723,595.00

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

Yes  No

**RECOMMENDATION:**

Woodbury County Building Services & Woodbury County Conservation Departments request a 5% project contingency fee to cover temporary office relocations, painting, tele/data, or unknown costs that may be necessary to complete the project.

There is a genuine concern of donated labor on a project contract which automatically initiates daily penalties of \$250.00 per day. There is also (however may be slight) liability risk.

**ACTION REQUIRED / PROPOSED MOTION:**

- A. Motion to approve a 5% project contingency funding in the amount of \$32,445.00, for a grand total project amount not to exceed \$723,595.00.
- B. Motion to approve low quote for office furniture moving services, & WCICC telephone/ data line expenses.
- C. Motion to approve office painting donated labor by Supervisor Keith Radig & material costs, or an approval of a vendor quote to complete office painting.

# Reich Painting & Decorating Company, Inc.

2040 Highway 75 N

Sioux City, IA 51105

Ph: (712) 255-9881 • FAX (712) 255-9882

Commercial • Residential • Industrial



November 5, 2018

Woodbury County Conservation Board  
4500 Sioux River Road  
Sioux City, IA 51109  
Attn: Dan Heissel, Director

## **Re: Lower Level Office Painting**

**Scope:** Patch and repair walls as needed. Caulk all cracks, doors and windows as needed. Prime all repair work with PVH Primer. Install one coat of Acrylic eggshell enamel, color to match existing. Price assumes floor base to be removed in carpeted areas. Allow three days to do the work. January time frame will work. Price also includes patching and touch up walls in conference center at two smart boards.

***Base Bid \$3,191.00***

***Exclude:*** Ceilings, doors and Jambs

Add sales tax if applicable.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody C. Reich', written over a horizontal line.

Jody C. Reich, President  
Reich Painting & Decorating Co., Inc.

JCR/jln



# Estimate

Date: November 5, 2018

701 N. Derby Lane  
N. Sioux City, SD 57049  
712-255-9197 (Office)

To: Dorothy Pecaut Nature Center  
Dan Heissel  
4500 Sioux River Road  
Sioux City IA 51109-1657

Description	Total						
Re: Dorothy Pecaut Nature Center - Offices Sioux City IA							
Patch small holes from pictures Spot prime Paint one coat on walls	\$ 3,500.00						
<b>Excludes:</b> Patching from removal of ceilings or removal of base							
**Owner shall pay all amounts due and owing under this proposal when due. The due date for the full payment due hereunder shall be 30 days after the invoice date. All amounts past due shall bear interest at the rate of 5% per annum until paid in full. Owner shall pay on demand all costs and expenses incurred by contractor in enforcing or protecting its rights under this contract, including, but not limited to, reasonable attorneys' fees and legal expenses.**	<table border="1"> <tr> <td data-bbox="1089 1667 1235 1696"><b>Subtotal</b></td> <td data-bbox="1235 1667 1461 1696">\$ 3,500.00</td> </tr> <tr> <td data-bbox="1089 1696 1235 1734"><b>Sales Tax</b></td> <td data-bbox="1235 1696 1461 1734">245.00</td> </tr> <tr> <td data-bbox="1089 1734 1235 1774"><b>Total</b></td> <td data-bbox="1235 1734 1461 1774">\$ 3,745.00</td> </tr> </table>	<b>Subtotal</b>	\$ 3,500.00	<b>Sales Tax</b>	245.00	<b>Total</b>	\$ 3,745.00
<b>Subtotal</b>	\$ 3,500.00						
<b>Sales Tax</b>	245.00						
<b>Total</b>	\$ 3,745.00						

\_\_\_\_\_  
Customer Signature Of Acceptance

Thank you for your business!

# LOCAL MOVING & STORAGE ESTIMATE

Claeys Bros. Moving & Storage

5600 Harbor Drive • Sioux City, IA 51111 • 712-252-1335

Office 258-0838

DAN Heissel

Date of Estimate 11-7-18 Packing Date \_\_\_\_\_ Moving Date End Dec - Phone 635-2346  
 Name Dorothy Pecaut Nature center To IN House move  
 Address 4500 Sioux River Rd Floor \_\_\_\_\_ Address \_\_\_\_\_ Floor \_\_\_\_\_  
 City Sioux city IA 51109-1657 Apt. \_\_\_\_\_ City \_\_\_\_\_ Apt. \_\_\_\_\_

## LOCAL MOVING PROPOSAL

Furnish 1 Van and 4 Men for \_\_\_\_\_ Hours at \$ \_\_\_\_\_ Per Hour  
 Piano (type) \_\_\_\_\_ Total move start to finish. \$ 2000.00  
 Other Services move floor to floor - NO PACKING  
 Fuel Cost \_\_\_\_\_ \$ 50.00

## STORAGE PROPOSAL

MOVING TOTAL \$ \_\_\_\_\_

Pick-Up } In \_\_\_\_\_ LBS. at \$ \_\_\_\_\_ Per Hundred Pounds  
 } Out \_\_\_\_\_ LBS. at \$ \_\_\_\_\_ Per Hundred Pounds  
 WAREHOUSE } In \_\_\_\_\_ LBS. at \$ \_\_\_\_\_ Per Hundred Pounds  
 LABOR } Out \_\_\_\_\_ LBS. at \$ \_\_\_\_\_ Per Hundred Pounds  
 STORAGE } In \_\_\_\_\_ LBS. at \$ \_\_\_\_\_ Per Hundred Per Month

STORAGE TOTAL \$ \_\_\_\_\_

Carrier Liability \_\_\_\_\_  
 Valuation at \$ \_\_\_\_\_ Per Month  
 Other Services \_\_\_\_\_

## PACKING PROPOSAL

\_\_\_\_\_ Dish Pack at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Carton 1½ cu. at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Carton 3 cu. at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Carton 4 cu. at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Carton 6 cu. at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Mattress ctn. at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Mattress bags at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Wardrobes at \$ \_\_\_\_\_ per \$ \_\_\_\_\_  
 \_\_\_\_\_ Mirror ctn. at \$ \_\_\_\_\_ per \$ \_\_\_\_\_

PACKING TOTAL \$ \_\_\_\_\_

TOTAL ESTIMATED CHARGES \$ 2050.00

## REMARKS

The charge's indicated herein are estimated charges only. I understand that all charges are subject to actual time plus travel or actual weight, whichever is applicable. I further understand that unless a greater value is declared herein by me, my goods are released to the carrier at a valuation of 60¢ per pound per article. I hereby agree to pay all charges by cash, certified check or money order upon delivery of my goods.

X  
 SHIPPER  
Wade Schwenke  
 MOVER  
 Date 11-7-18

All charges must be paid in cash, money order, or cashier's check on delivery.



November 8, 2018



Woodbury County Conservation  
4500 Sioux River Rd  
Sioux City, IA 51109

Dan,

Thank you for your time and courtesy extended to me while discussing your office relocation in Sioux City, IA. We sincerely appreciate your consideration of our company to handle the details of this relocation.

Below is your estimate:

<b>Relocation to Temporary Office: 4 Men, 5 hours at \$200.00 per hour</b>	<b>\$1000.00</b>
<b>Relocation to Original Space: 4 Men, 5 hours at \$200.00 per hour</b>	<b><u>\$1000.00</u></b>
<b>Total Estimated Charges:</b>	<b>\$2000.00</b>

**\*All charges are estimated. Charges are based on actual time. After 4:30pm, is time and a half.**

*Action Moving & Storage, Inc. will provide 60 cents per pound, per article for loss or damage of your household goods at no additional cost. To declare a higher value of protection, please contact our office.*

*Action Moving would like to be your carrier of choice. If there is anything we can do to ensure your satisfaction, please let us know.*

*Action Moving believes in providing quality service in an efficient, professional manner. Please feel free to contact our office with any questions. Thank you for your time.*

Sincerely,

A handwritten signature in black ink that reads "Casey Schaaf".

**Casey Schaaf**

President

Action Moving & Storage, Inc.

316 Floyd Blvd.

Sioux City, IA 51101

Ph 712-252-1938

Fax 712-252-2046

Casey@actionmovinginc.com

[www.actionmovinginc.com](http://www.actionmovinginc.com)

**Atlas** Interstate Agent

*go new places.*

316 Floyd Boulevard • Sioux City, Iowa 51101  
712-252-1938 • 800-383-7185 • fax: 712-252-2046  
email: info@ams31.com • www.actionmovinginc.com

Serving the Tri-State Area