



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 19, 2021) (WEEK 3 OF 2021)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 19, 2021 at 3:30 p.m. in the Basement of the Courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

3:00 p.m. 1. Closed Session {Iowa Code Section 21.5 (I) (j)}
First Floor Boardroom

3:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence

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

Consent Agenda

Items 4 through 9 constitute a Consent Agenda of routine action items to be considered by one motion. Items pass unanimously unless a separate vote is requested by a Board Member.

- 4. Approval of the minutes of the January 12, 2021 meeting
5. Approval of claims
6. County Auditor – Patrick Gill
Receive appointment of Jerry Logemann as the Woodbury Township Trustee

7. Juvenile Detention – Ryan Weber
Receive Juvenile Detention December population report
8. Human Resources – Melissa Thomas
Approval of Memorandum of Personnel Transactions
9. Board Administration – Karen James
Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

End Consent Agenda

- | | | |
|--------------------------------|---|-------------|
| | 10. Siouxland Chamber of Commerce – Barbara Sloniker
Approval of request for funding for the newly created Sioux City Regional Convention and Visitors Bureau | Action |
| | 11. County Auditor – Patrick Gill
Discussion and approval of AP Automation Payment Agreement | Action |
| | 12. Secondary Roads – Mark Nahra
Award the bid for Briese farm rental for 2021, 2022, and 2023 to the high bidder for cash rent of 41 acres and authorize the chair to sign the farm lease on behalf of the county | Action |
| | 13. Board of Supervisors – Rocky De Witt | |
| | a. Approval of loan payoff to Dubuque Bank for the Prairie Hills Training Center | Action |
| | b. Approval to eliminate EMS Loan Fund | Action |
| | 14. Community & Economic Development – David Gleiser
Ordinance for Zoning District Map Amendment to re-zone GIS Parcel #894235100010 owned by Dustin Stieneke to Limited Industrial (LI) | |
| 4:45 p.m.
(Set time) | a. Public Hearing and approval of 2nd Reading | |
| | b. Adoption of Ordinance – Waiver of 3rd Reading and final approval | Action |
| | c. Approval of resolution waiving subdivision jurisdiction | Action |
| | d. Approval of termination and non-renewal of contract on Online Permitting Services | Action |
| | 15. Reports on Committee Meetings | Information |
| | 16. Citizen Concerns | Information |
| | 17. Board Concerns | Information |

18. Budget Review Discussion for FY 2022	<u>Page</u>
a. Board of Supervisors	
1. County Services – Regional Distribution - C.S.	58-64
b. County Auditor	
1. Auditor – G.B.	9-12
2. Recorder – G.B.	3-8
3. Elections Administration – G.S.	14-16
c. Conservation	
1. Administration – G.B.	3-6
2. Parks – G.B.	7-10
3. Naturalist – G.B.	12-14
4. Nature Center – G.B.	16-17
d. Board of Supervisors	
1. Board of Supervisors Expense – G.B.	12-14
2. Board Administration – G.B.	16-17
3. Civil Service – G.B.	1
e. Emergency Services	
1. Emergency Services – G.S.	3-8
2. Animal Control – R.B.	9-10
3. Emergency Paramedic Services – G.B. & R.B.	11-12
f. Building Services	
1. Courthouse – G.B.	3-7
2. LEC – G.B.	8-12
3. Trosper/Hoyt – G.B.	13-17
4. Building Services – G.B.	22-26
g. County Treasurer	
1. Motor Vehicle – G.B.	3-6
2. Tax Department – G.B.	8-11
h. Human Resources – G.B.	3-4
i. Secondary Roads Fund	
1. Roadside Management – R.B.	4-5
2. Secondary Roads – S.R. & R.B.	6-42

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- WED., JAN. 20 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
10:00 a.m. Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
2:00 p.m. Sioux City Conference Board Meeting, City Hall Council Chambers
- THU., JAN. 21 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- SAT., JAN. 23 12:00 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- MON., JAN. 25 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., JAN. 25 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., JAN. 27 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting
- THU., JAN. 28 11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce
- MON., FEB. 1 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- WED., FEB. 3 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
12:00 p.m. District Board of Health Meeting, 1014 Nebraska St.
- THU., FEB. 4 10:00 a.m.** COAD Meeting, The Security Institute
- WED., FEB. 10 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
6:30 p.m. 911 Service Board Meeting, Public Safety Center, Climbing Hill
8:00 p.m. County's Mayor Association Meeting, Public Safety Center, Climbing Hill
- THU., FEB. 11 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
4:00 p.m. Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., FEB. 17 12:00 p.m.** Siouxland Economic Development Corporation Meeting, 617 Pierce St., Ste. 202
10:00 a.m. Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook St.
- THU., FEB. 18 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- FRI., FEB. 19 12:00 p.m.** Siouxland Human Investment Partnership Board Meeting Northwest AEA, Room G

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

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

JANUARY 12, 2021, SECOND MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, January 12, 2021 at 3:45 p.m. Board members present were Radig, Ung, Wright, De Witt, and Taylor. Staff members present were Karen James, Board Administrative Assistant, Melissa Thomas, HR Director, Joshua Widman, Board Attorney, Dennis Butler, Budget/Tax Analyst and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Taylor second by De Witt to approve the agenda for January 12, 2021. Carried 5-0. Copy Filed.

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

3. To approve minutes of the January 5, 2021 meeting. Copy filed.
4. To approve the claims totaling \$1,207,262.53. Copy filed.
5. To approve and authorize the Chairperson to sign a Resolution setting the public hearing and sale date for parcel #894720460003, 1419 Silver St., Sioux City, IA.

**RESOLUTION #13,121
NOTICE OF PROPERTY SALE**

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

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

NOW THEREFORE,

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

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

Dated this 12th Day of January, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

- 6a. To approve the promotion of Todd Peterson, % Deputy Captain – 82%, County Sheriff Dept., effective 1-04-21, \$94,475.03/year, 32%=\$23,023.67/yr. Promotion from Deputy to 82% Deputy-Captain.; the separation of John Hanson, Clerk II, County Treasurer Dept., effective 1-15-21. Resignation.; the reclassification of Kimberlee Koepke, Clerk III, County Treasurer Dept., effective 01-17-21, \$25.83/hour, 9%=\$2.14/hr. Per AFSCME Courthouse Contract

agreement, from Grade 5/Step 4 to Grade 5/Step 5.; and the separation of Diane Smith, Asst. County Attorney, County Attorney Dept., effective 1-29-21. Resignation. Copy filed.

- 6b. To approve and authorize the Chairperson to sign the Authorization to initiate the hiring process for Asst. County Attorney, County Attorney Dept. AFSCME: \$61,508-\$71,131/year.; for % Deputy Captain – 82%, County Sheriff Dept. \$94,475.03/year.; and for Clerk II, County Treasurer Dept. AFSCME Courthouse: \$17.30/hour. Copy filed.
- 6c. To approve the de-authorization of % Deputy Major, County Sheriff Dept. Copy filed.
- 7a. To receive the appointment of Bryce Gerking, 2205 Deer Run Trail, Bronson, to Grange Township Trustee. Copy filed.
- 7b. To receive the appointment of Martin Davis, 2326 Story Ave., Battle Creek, to Morgan Township Trustee. Copy filed.
- 7c. To receive the appointment of Camric Hamann, 2308 Safford Ave., Correctionville, to Morgan Township Trustee. Copy filed.
- 7d. To receive the appointment of Mary Kay Schroeder, 216 Walnut St., Smithland, to Smithland City Council. Copy file.
- 7e. To receive the appointment of Mark Wendt, 301 West Main St., Smithland, to Smithland City Council. Copy filed.
- 8a. To approve and authorize the Chairperson to sign the Release of Mortgage made to Christen J. Countryman and Jodi L. Countryman. Copy filed.
- 8b. To approve and authorize the Chairperson to sign the Release of Mortgage made to CEDCORP, Inc. and MacDawn Enterprise, LLC. Copy filed.
- 8c. To approve and authorize the Chairperson to sign the Release of Assignment for Leases and Rents made to CEDCORP, Inc. and MacDawn Enterprise, LLC. Copy filed.
- 9. To approve the Chairperson’s 2021 Liaison and Committee Assignments. Copy filed.

Carried. 5-0

- 10. Motion by Radig second by Taylor to approve the contract with State of Nebraska for Woodbury County Detention bed usage. Carried 5-0. Copy filed.
- 11. Motion by De Witt second by Taylor to receive for signatures a Resolution of proclamation for “Slavery and Human Trafficking Prevention and Awareness Month”. Carried 5-0.

**WOODBURY COUNTY, IOWA
RESOLUTION #13,122
PROCLAMATION**

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

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

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

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

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

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

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

Dated this 12th Day of January, 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Copy filed.

13. Motion by De Witt second by Wright to approve the plans for project #ER-C097(145)—73-97. Carried 5-0. Copy filed.
- 14a. Motion by De Witt second by Taylor to approve a committee consisting of two supervisors, the Human Resources Director, the Budget Analyst, a representative from the Auditor’s Office, and an Assistant County Attorney to visit about what other counties and governmental entities offer for early retirement program and make a recommendation to the Board of Supervisors. Carried 5-0.
- 12a. A public hearing was held at 4:45 p.m. for application for Zoning District Designation Mapping. The Chairperson called on anyone wishing to be heard.

Motion by De Witt second by Radig to close the public hearing. Carried 5-0.
- 12b. Motion by Radig second by Wright to approve the application for the zoning district designation mapping amendment. Carried 5-0. Copy filed.
- 12c. The Board heard the first reading of the ordinance. Copy filed.
- 14b. There was no action taken to approve budget items for cost saving to include consideration of lowering reserve levels in General Basic and reducing the voluntary EMS Fund while still providing loan assistance.
- 14c. There was a discussion on the military deployment of a Board member and Board options.
15. The Board heard reports on committee meetings.
16. Kevin Grieme, Siouxland District Board of Health, reported on the distribution of the COVID-19 vaccine.
17. Board concerns were heard.
- 18a. Motion by De Witt second by Radig to receive the County Library budget as submitted. Carried 5-0.
- 18b. Motion by Radig second by De Witt to receive the County Attorney Jury and Witness Fees budget as submitted. Carried 5-0.

Motion by De Witt second by Taylor to receive the County Attorney Forfeiture budget as submitted. Carried 5-0.

Motion by Radig second by De Witt to receive the County Attorney Fine Collections budget as submitted. Carried 5-0.

18c. Motion by De Witt second by Radig to receive the Conservation Nature Center budget as submitted. Carried 5-0.

Motion by De Witt second by Radig to receive the Conservation REAP budget as submitted. Carried 5-0.

Motion by Taylor second by Radig to receive the Conservation Reserve budget as submitted. Carried 5-0.

18d. Motion by Radig second by De Witt to receive the Department of Human Resources budget as submitted. Carried 5-0.

18e. Motion by De Witt second by Radig to receive the Primary Election budget as submitted. Carried 5-0.

Motion by Taylor second by De Witt to receive the Regular City/School Election budget as submitted. Carried 5-0.

Motion by Radig second by De Witt to receive the City Primary Election budget as submitted. Carried 5-0.

18f. Motion by Radig second by Taylor to receive the Building Services Anthon Courthouse budget as submitted. Carried 5-0.

Motion by Taylor second by De Witt to receive the Building Services Prairie Hills Facility budget as submitted. Carried 5-0.

Motion by Radig second by De Witt to receive the Building Services District Health Building budget as submitted. Carried 5-0.

Motion by De Witt second by Radig to receive the Building Services Tri View Facility budget as submitted. Carried 5-0.

18g. Motion by De Witt second by Radig to receive the Sheriff Commissary budget as submitted. Carried 5-0.

Motion by Radig second by De Witt to receive the Sheriff Prisoner Room & Board budget as submitted. Carried 5-0.

Motion by Radig second by Taylor to receive the Sheriff Forfeiture budget as submitted. Carried 5-0.

18h. Motion by Radig second by Ung to receive the Board of Supervisors Youth Guidance Services budget as submitted. Carried 5-0.

18i. There was no action taken to receive the Emergency Services EMS Loan Fund budget as submitted.

Motion by De Witt second by Radig to receive the Emergency Services EMS Training budget as submitted. Carried 5-0.

The Board adjourned the regular meeting until January 19, 2021.

Meeting sign in sheet. Copy filed.

NOTICE OF APPOINTMENT TO FILL A VACANCY

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

From: Woodbury Township School/City/Township/
Alexia Boggs Trustee Extension/Soil & Water
Judy Monson Clerk Secretary/Clerk
January 7th 2021 Date

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

For the office of Woodbury Township Trustee
Name Jerry Logemann
Address 301 B Street
City/Zip Sgt. Bluff, Iowa 57054
Date of appointment January 7th 2021

This appointment is to fill the office previously held by:

Joe Courey
(Name of previous official)

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

2021 JAN 11 PM 1:53
PATRICK F. GILL
WOODBURY COUNTY
AUDITOR RECORDER
COMM OF ELECTIONS

Woodbury County Juvenile Detention Census for December

BIA Holds

1. 5 Days 2 Hours (When Released)
2. 11 Days 18 Hours (When Released)

Omaha Nation Holds

1. 4 Days 11 Hours (When Released)
2. 2 Days 13 Hours (When Released)
3. 13 Days 4 Hours (When Released)
4. 5 Days 6 Hours (When Released)

Woodbury County Juvenile Holds

1. 84 Days 9 Hours (As of 1-6-21)
2. 36 Days 12 Hours (When Released)
3. 66 Days 6 Hours (As of 1-6-21)
4. 18 Days 14 Hours (When Released)
5. 47 Days 10 Hours (As of 1-6-21)
6. 11 Days 15 Hours (When Released)
7. 29 Days 10 Hours (As of 1-6-21)
8. 23 Days 14 Hours (As of 1-6-21)
9. 20 Days 10 Hours (As of 1-6-21)
10. 13 Days 2 Hours (As of 1-6-21)
11. 12 Days 23 Hours (As of 1-6-21)

Woodbury County Adult Holds

1. 28 Days 4 Hours (When Released)
2. 47 Days 10 Hours (As of 1-6-21)
3. 19 Days 8 Hours (As of 1-6-21)
4. 14 Days 4 Hours (As of 1-6-21)

Out of County Holds

1. 27 Days 12 Hours (As of 1-6-21) (Hall County Nebraska)

Intake and Release

1. 2 Hours 45 Minutes
2. 50 Minutes
3. 1 Hour 20 Minutes
4. 11 Hours 10 Minutes
5. 9 Hours 45 Minutes
6. 8 Hours 50 Minutes
7. 3 Hours 10 Minutes
8. 45 Minutes
9. 1 Hour 45 Minutes
10. 30 Minutes
11. 2 Hours 40 Minutes
12. 1 Hour
13. 3 Hours 20 Minutes
14. 1 day
15. 45 Minutes
16. 35 Minutes
17. 30 Minutes
18. 23 Hours 15 Minutes
19. 7 Hours 55 Minutes
20. 7 Hours 55 Minutes
21. 7 Hours 30 Minutes
22. 2 Hours

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 19, 2021

*** PERSONNEL ACTION CODE:**

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Fitch, Jill	County Sheriff	2-01-21	P/T Courthouse Safety & Security Officer	\$22.19/hour	10.6%=\$2.14/hour	R	Per Wage Plan comparability with AFSCME Courthouse Contract, from Grade 3/Step 4 to Grade 3/Step 5.
Gardner, April	Juvenile Detention	2-03-21	Case Manager	\$59,740/year	3%=\$1,740/year	R	Per AFSCME Juvenile Detention Contract agreement, from Step 1 to Step 2.

APPROVED BY BOARD DATE: _____

MELISSA THOMAS, HR DIRECTOR:

Melissa Thomas

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

#9

Date: 1/14/2021

Weekly Agenda Date: 1/19/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Karen James - Admin. Assistant

WORDING FOR AGENDA ITEM:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Annually, the Board of Supervisors requires those receiving tax suspensions to re-certify their income. Those petitioners who fail to re-certify their income by the deadline or if their income does not qualify for continued tax suspension, will be turned over to the Board of Supervisors for action on lifting the tax suspension.

BACKGROUND:

FINANCIAL IMPACT:

None

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

Yes No

RECOMMENDATION:

To lift the tax suspension of the petitioners that are listed on the attachment.

ACTION REQUIRED / PROPOSED MOTION:

Approval of lifting tax suspensions for petitioners who failed to re-certify their income or income does not qualify for continued tax suspension.

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

Date: _____ Weekly Agenda Date: _____

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: _____

WORDING FOR AGENDA ITEM:

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

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:

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

Date: 01/14/21 Weekly Agenda Date: 01/19/21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Michelle Skaff - Deputy Auditor

WORDING FOR AGENDA ITEM:

Discuss and approve AP Automation Payment Agreement

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The use of a vendor payment service is recommended for Woodbury County. InCode and Nvoicepay provide a service that will pay our vendors via EFT, card payment, or check depending on their choice.

BACKGROUND:

Currently all vendor checks are mailed out to the vendors after board approval. During 2020, 8,543 checks were issued. Estimated cost per paper check is \$3.00, for a total of \$25,629.00. By using this service, it is estimated that the rebates we receive will be greater than the cost of the service and we would save based on the cost of the current practice of mailing checks.

FINANCIAL IMPACT:

Cost estimate: \$4,444.00 annually
Rebate estimate : \$5,681 - \$6,944 annually
Reduction of \$25,629.00 as cost of mailing paper checks.

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 and receive for signature the AP Automation Payment Services Agreement.

ACTION REQUIRED / PROPOSED MOTION:

Approve and receive for signature the AP Automation Payment Services Agreement.



PAYMENT ANALYSIS REPORT

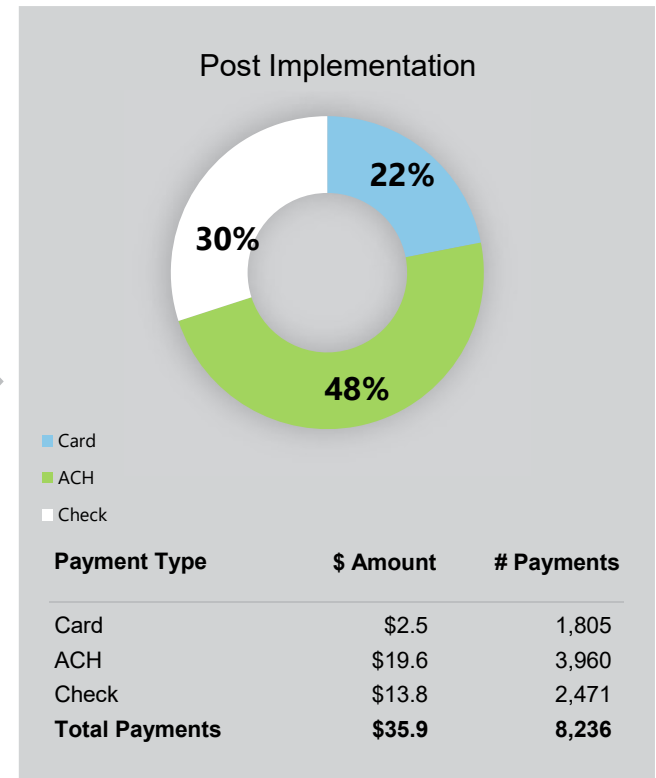
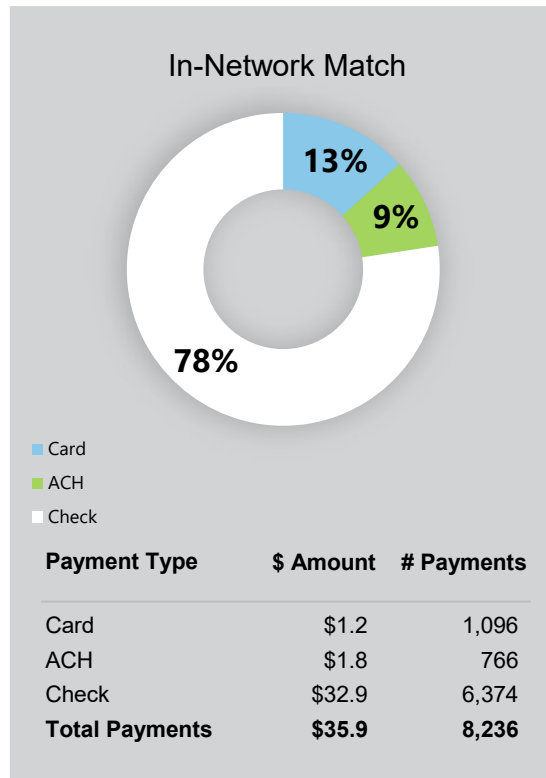
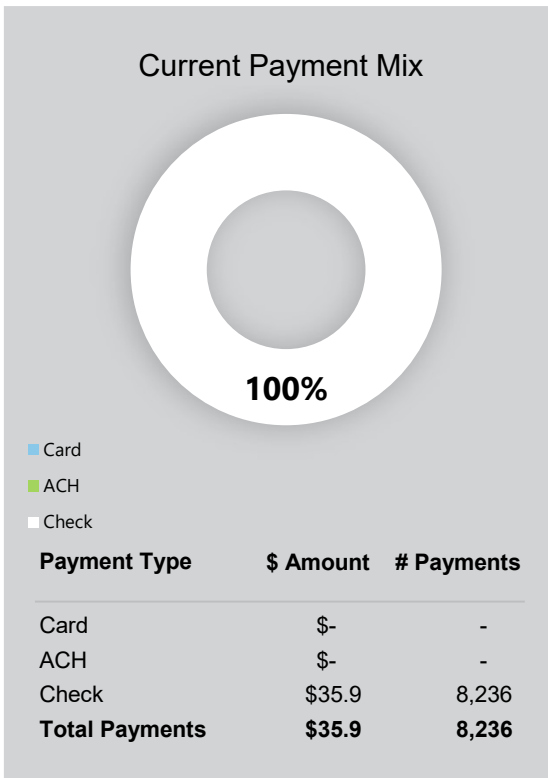
See how Tyler Technologies
and Nvoicepay can impact
your bottom line



Woodbury County IA
10/26/20

Payment Transformation Summary

(all amounts shown are annual, payment amounts shown in millions, & charts indicate count %)



*Excludes International & excluded categories

The estimate shown here is subject to change. Pre-established payment terms and other supplier agreements along with special classes of vendors could cause the estimated card amount to significantly change. Additional payment and supplier information would be necessary to calculate a more reliable estimate.



Current Payments Program

Payments by  nvoicepay

	Annual Payments	Mix	Cost Per Payment	Total Costs
Paper Checks*	8,236	100%	\$3.00	\$24,708
ACH Payments*	0	0%	\$0.43	\$0
Card Payments	0	0%	\$0.00	\$0
Automated Checks	0	0%	\$0.00	\$0
Total	8,236			\$24,708

	Annual Payments	Mix	Cost Per Payment	Total Costs
Paper Checks*	0	0%	\$0.00	\$0
ACH Payments*	3,960	48%	\$0.28	\$1,109
Card Payments	1,805	22%	\$0.00	\$0
Automated Checks	2,471	30%	\$1.35	\$3,336
Total	8,236			\$4,444

Transaction Cost Savings with Nvoicepay:		\$20,264
Total Rebate with Nvoicepay:	\$5,681 to	\$6,944
Rebate & Cost Savings:	\$25,945 to	\$27,208

*Cost estimates only include labor, materials, postage, and bank fees for issuing payments -- does not include post-payment support and supplier management costs

Source: 2015 AFP Payments Cost Benchmarking Survey



Experience the Nvoicepay Difference

We show up for every customer with options, speed, and our full attention. Only Nvoicepay offers a payment solution backed by dedicated support teams and comprehensive services.



Simplifying Complexity

We mimic your approval processes, rules, and thresholds digitally to provide one payment workflow across multiple locations, banks, and ERPs.



Elevating Supplier Experience

Strengthen supplier relationships by paying suppliers accurately, on-time, and with the payment method they request



Payment Services Agreement

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the “**Agreement**”), which is made and entered into by and between the customer named in the signature block below (“**Customer**”), Tyler Technologies, Inc., a Delaware corporation (“**Tyler**”), and Nvoicepay, Inc., an Oregon corporation (“**Nvoicepay**”), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and Nvoicepay are sometimes collectively referred to herein as the “**parties**” or individually as a “**party**”) and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the “**Effective Date**”). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

WHEREAS, Tyler and Customer are parties to that certain software license sales agreement dated 2/18/2009 (the “**Master Agreement**”) under which Customer has purchased the right to use certain Tyler software (“**Tyler Software**”);

WHEREAS, through the Tyler Software, Nvoicepay facilitates ACH, check, and other virtual payments to vendors (“**Vendor Payment Services**”) in accordance with the terms set forth in the Nvoicepay Terms of Use attached hereto as Exhibit A and incorporated herein (“**Terms of Use**”). As used in the Terms of Use, “you” means Customer and “your” means Customer’s;

WHEREAS, the use of Vendor Payment Services by Customer may generate certain rewards to ultimately be conveyed by Tyler to Customer in the form of a statement credit in accordance with the terms set forth in Exhibit B (the “**Revenue Share**”); and

WHEREAS, Customer desires that Tyler and Nvoicepay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Terms of Use.** As a condition to Tyler and Nvoicepay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Nvoicepay, through a Tyler Software interface with Nvoicepay Software, all of Customer’s required information and all of Customer’s required vendor payment information set forth in Section 1 of the Terms of Use. Nvoicepay shall have no liability for relying upon such information provided by Customer and/or Tyler.
2. **Customer Support.** Customer shall direct initial service and support inquiries related to Vendor Payment Services to Tyler to be addressed in accordance with the terms of the Master Agreement. At Tyler’s discretion, Customer inquiries may be passed to Nvoicepay. Tyler will have access to Customer’s instance of Nvoicepay Software in order to support the Customer.
3. **Vendor Payment Services.** Nvoicepay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Nvoicepay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Tyler will provide Customer with: (a) Revenue Share to Customer in accordance with Exhibit B; and (b) annual reports made available in a form substantially similar to the template attached hereto as Exhibit C (“**Annual Reports**”). Annual Reports, subject to adjustment from time to time in Tyler’s sole discretion, shall be delivered or made available no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.

4. Term; Termination.

This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the “**Initial Term**”), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Nvoicepay, with prompt notice thereafter to Tyler. This Agreement may be terminated at the option of Tyler or Customer by written notice to the other parties hereto delivered ninety (90) days in advance.

5. Representations by Nvoicepay. Nvoicepay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:

- a. In transmitting or depositing Customers’ funds, and having its third party service providers transmit or deposit funds under this Agreement, Nvoicepay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;
- b. Nvoicepay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use;
- c. Nvoicepay will cause the settlement account to be set up with the processing bank such that the Customer’s funds are separately accounted for at all times in such settlement account;
- d. To the extent available under applicable law, at all times that Customer funds are being held by Nvoicepay’s associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
- e. Nvoicepay shall maintain a data security plan (“**Security Plan**”) which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Nvoicepay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Nvoicepay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler’s systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
- f. Nvoicepay shall comply with all applicable privacy laws and regulations. Nvoicepay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Nvoicepay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.

6. Indemnification by Nvoicepay. Nvoicepay shall indemnify, defend, and hold harmless Customer and its

directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Nvoicepay in Section 5 in accordance with the indemnification provisions of the Terms of Use.

7. **Warranty Disclaimer.** TYLER MAKES NO WARRANTY OF ANY KIND REGARDING THE VENDOR PAYMENT SERVICES OR ANY SERVICES ASSOCIATED THEREWITH, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. TYLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. TYLER DOES NOT REPRESENT OR WARRANT THAT CUSTOMER WILL RECEIVE ANY PARTICULAR RESULTS BY USE OF THE VENDOR PAYMENT SERVICES OR THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.
8. **Implied Warranties.** TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
9. **Assignment and Subcontracting.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Nvoicepay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Nvoicepay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. 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 the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.
11. **Waivers.** Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
13. **Notices.** All notices or communications required or permitted as a part of this Agreement 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.

14. **Entire Agreement.** This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless made in a written instrument which is signed by all parties. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
16. **Force Majeure.** No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a “**Force Majeure Event**”). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
17. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Signature Page to Follow]

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.

By: _____

Name: Rob Kennedy-Jensen

Title: Director of Contracts

Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Legal Department

Nvoicepay, Inc.

By: _____

Name: Byron Biggins

Title: Senior Vice President

Date: _____

Address for Notices:
Nvoicepay, Inc.
8905 SW Nimbus Avenue, Suite 240
Beaverton, OR 97008
Attention: Legal Department

Woodbury County, IA

Incode

By: _____

Name: Rocky De Witt

Title: Woodbury County Board Chairperson

Date: _____

Address for Notices:
Woodbury County, IA
620 Douglas Street
Sioux City, IA 51101
Attention: Office of County Auditor

Exhibit A

Nvoicepay Terms of Use

Your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services is governed by this Terms of Use (this "TOU"). In order to make electronic payments using the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must provide information to Nvoicepay and accept the terms and conditions of this TOU. "Nvoicepay Software" means the Nvoicepay software made available to you in connection with the Nvoicepay Vendor Payment Services; and "Nvoicepay Vendor Payment Services" mean the ACH, payment card, cross-border ACH, cross-border wire, and printed check payment services offered by Nvoicepay under this TOU.

1. Information You Provide Nvoicepay; User IDs, Passwords and Vendor list.

- a. You are responsible for keeping all information you provide to Nvoicepay, whether directly or indirectly through Tyler, accurate and up-to-date, including the proper identification of your bank account(s), authorized contacts, e-mail addresses, and mailing address(es). Nvoicepay will have no liability for relying on any information (including, without limitation, any vendor payment information (as defined below)) provided by you or Tyler on your behalf. If the wrong bank account is debited or incorrect vendor is paid in reliance upon information provided by you, Nvoicepay will work with you and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible. Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services for providing inaccurate or incomplete information.
- b. You shall provide your vendor list ("**your vendor list**") and the name, address (including country), complete banking information, and payment method to be used for each vendor you intend to pay using Nvoicepay software and Nvoicepay Vendor Payment Services ("**vendor payment information**") to Nvoicepay, whether directly or indirectly through Tyler, and identify any individuals or vendors outside the U.S. you intend to pay using Nvoicepay Software and Nvoicepay Vendor Payment Services.

2. Services.

- a. Upon receipt of vendor invoices from you, Nvoicepay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Nvoicepay is not a bank or money services business ("**MSB**") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB services. You acknowledge that Nvoicepay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your vendors; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you will be made within the timeframe agreed to between you and any particular vendor. Nvoicepay will electronically debit funds from your bank account as identified to Nvoicepay by you (the "**Customer Transaction Account**") to instruct payment of all invoices received from you. Prior to any such debit, you agree to provide written authorization to your bank expressly authorizing Nvoicepay to debit the Customer Transaction Account for the purpose of rendering the Nvoicepay Vendor Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "**NACHA Rules**") and Article 4A of the Uniform Commercial Code ("**Article 4A**").
- b. For each vendor invoice for which Nvoicepay makes a payment, Nvoicepay will forward remittance information provided by you to the applicable vendor.
- c. You shall be responsible for ensuring invoices are entered into your accounting system and sent to Nvoicepay for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring the Nvoicepay Software is under your control and for all transactions conducted using the user ID and password you use to access and/or use the Nvoicepay Software and Nvoicepay Vendor Payment Services.
- d. You may make a stop payment request for any invoice Nvoicepay receives from you by contacting Nvoicepay Technical Support at techsupport@nvoicepay.com. If you request a stop payment, Nvoicepay will use reasonable efforts to act on such request, but Nvoicepay will not be liable if such stop payment request is not affected. Nvoicepay will work with you to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Nvoicepay may not have the ability to reverse such payment transaction. If you request to cancel or stop a payment to a vendor outside the U.S., you will bear any, and all currency exchange costs and processing fees associated with the reversal of the payment.
- e. You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Nvoicepay Vendor Payment Services due to the actions or inactions of you, your vendors, or Nvoicepay, as applicable. You agree to promptly notify Nvoicepay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and cooperate with Nvoicepay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Nvoicepay will work expeditiously to resolve such payment error and will keep you informed throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the actions or inactions of Nvoicepay.
- f. For payments to vendors inside the U.S.:
 - (1) Upon receipt of your vendor list, Nvoicepay shall review it and flag any duplicates and vendors who are individuals. Nvoicepay will then match the vendors remaining on your vendor list against Nvoicepay's database of vendors who have already signed up to receive payments sent by Nvoicepay on behalf of its customers (the "**Nvoicepay Vendor Database**").

- (2) Nvoicepay shall, in the form agreed by you (e.g., by an email explaining that Nvoicepay is operating as your payment provider), contact any vendor on your vendor list that is not in the Nvoicepay Vendor Database to sign up to receive payments. You acknowledge and agree that each vendor shall notify Nvoicepay of the electronic payment method to be used to make payments of such vendor's invoices ("**vendor payment method**"). In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor inside the U.S., Nvoicepay shall not be liable for any payments made in reliance upon such vendor payment information.
- g. For payments to vendors outside the U.S.:
- (1) Nvoicepay requires one Business Day to complete a review of all vendor payment information for vendors outside the U.S. before a payment can be made. Nvoicepay will have no liability for currency exchange costs or payment transaction costs for relying on the information you provide.
- (2) For payments which require a currency translation, you will be able to view the currency exchange rate that will apply to a payment to be made to a vendor outside the U.S. to exchange U.S. Dollars into the applicable payment currency. Once you view the currency exchange rate that will apply to such payment and click on the 'Lock Rate' button, you will have entered into a binding contract to purchase currency. You acknowledge it may not be possible to cancel such purchase. If you cancel a payment for which you have clicked 'Lock Rate', you are responsible for the payment of all bank fees and costs associated with canceling such payment and returning funds, including any trading losses. You acknowledge and agree that Nvoicepay will not make payment of any vendor invoice it receives from you for a vendor outside the U.S. until you have clicked the 'Lock Rate' button for the currency exchange rate to be applied to such payment.
- (3) In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor outside the U.S., Nvoicepay shall not be liable for any payments made in reliance of such vendor payment information.
- (4) Nvoicepay cannot guarantee the same currency exchange rate for all payments made under this TOU.
- (5) Cambridge Mercantile Corp. (U.S.A.) dba Cambridge Global Payments will be providing money transfer services in connection with electronic payments to vendors outside the U.S. and holds all requisite licenses to provide such services.
- h. Nvoicepay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Nvoicepay makes a payment of an invoice on a day that is not a Business Day in the jurisdiction where the vendor is located, the payment date will be processed on the next Business Day.
- i. You agree not to use Nvoicepay Software or Nvoicepay Vendor Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Nvoicepay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Nvoicepay deems, in its reasonable discretion, to pose a reputational risk to Nvoicepay.
- j. Nvoicepay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you at its absolute discretion without any liability to you provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

3. Funds Flow

- a. When Nvoicepay receives an invoice from you **not later than 6:00 p.m. (ET)** on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("**Business Day 2**") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Nvoicepay's customers (the "**Trust Transaction Account**"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 2, ("**Business Day 3**"); and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network. As used in this TOU, "**Business Day**" shall mean any day on which U.S. banks are open for business.
- b. When Nvoicepay receives an invoice from you **after 6:00 p.m. (ET)** on Business Day 1, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 3 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 3; and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network.
- c. If Nvoicepay receives an invoice from you for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services.

4. Equipment and Software.

To use the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must have your own Internet Service Provider (“ISP”) or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Nvoicepay is not responsible for the actions or inactions of your ISP or other Internet access provider. Nvoicepay is not responsible for any error, failure or malfunction of your computer or your or Tyler’s software. Nvoicepay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Tyler’s firewall, computer hardware, computer software, or computer network through which you access the Nvoicepay Software and/or Nvoicepay Vendor Payment Services.

5. Nvoicepay Software Ownership, License and Restrictions.

- a. Nvoicepay owns all of the right, title and interest in and to the Nvoicepay Software and Nvoicepay Vendor Payment Services. The Nvoicepay Software and Nvoicepay Vendor Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.
- b. Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Nvoicepay hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Nvoicepay Software solely in the format provided to you by Nvoicepay for the sole purpose of accessing and using the Nvoicepay Vendor Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Nvoicepay Software.
- c. You agree not to use the Nvoicepay Software or Nvoicepay Vendor Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Nvoicepay and its licensors.
- d. You agree to use the Nvoicepay Software and Nvoicepay Vendor Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Nvoicepay reasonably suspects that your account with Nvoicepay has been or is being used for any unauthorized, illegal, or criminal purpose, Nvoicepay may share information about you, your account with Nvoicepay, and any of your transactions with law enforcement, provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

6. Confidentiality and Privacy

Each party shall keep all information relating to the other party confidential, only use such confidential information for the purposes of performing its obligations under this agreement or as otherwise authorized by this Agreement, and may only disclose such information with the prior written consent of the other party or if required by applicable law. You acknowledge that Nvoicepay may, without prior notice to you disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Nvoicepay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Neither vendor payment information nor vendor payment methods constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information, including without limitation, a name, an identification number, location data, an online identifier or one or more factors specific to a natural person’s physical, physiological, genetic, mental, economic, cultural or social identity, should not be provided to Nvoicepay as it is not necessary to complete payment instructions to business entities. In the event that you use the Nvoicepay Software or Nvoicepay Vendor Payment Services to make payments to your employees or vendors residing or located in the European Union, you acknowledge and agree that Nvoicepay is facilitating such payments at your behest and not in connection with the offering of Nvoicepay services to such employees or vendors.

7. Compliance

Nvoicepay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Nvoicepay’s final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Nvoicepay may choose to perform such audit and/or certify to such established industry standard selected by Nvoicepay in place of those in the preceding sentences. Nvoicepay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance. Security Commitments are available at <https://www.nvoicepay.com/security-commitment/>

8. Termination

Nvoicepay may terminate your use of Nvoicepay Software and Nvoicepay Vendor Payment Services at any time if: (a) you materially breach this TOU; (b) Nvoicepay is required to do so by law; and/or (c) Nvoicepay elects to discontinue the Nvoicepay Software and Nvoicepay Vendor Payment Services. Nvoicepay or Comdata, Inc. (“Comdata”) may immediately terminate this TOU and the associated payment services in the event MasterCard prohibits the payment services, the issuing bank ceases to be a network member, or the issuing bank ceases to be the Comdata card issuer, provided that Nvoicepay and Comdata shall endeavor to provide Customer with advance notice of any such event. Additionally, Nvoicepay may terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services at any time without cause by providing you with 60 days’ prior written notice of such termination. Each party’s rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination.

9. Notices

Nvoicepay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Nvoicepay via email at legal@nvoicepay.com or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

10. Subcontracting

You agree that Nvoicepay may engage any third-party contractor in order to perform its responsibilities under this TOU, provided that Nvoicepay shall be responsible for such performance.

11. Insurance

Nvoicepay will maintain insurance policies with the following coverage: (a) Client Coverage for Crime including coverage for direct loss of money, securities, of property, resulting from theft or forgery of financial documents, employee dishonesty, computer fraud, funds transfer fraud, and theft or forgery of clients property with a limit of liability of US\$25,000,000 per loss; (b) Network Security, Privacy Liability, and Cyber Coverage including the following arising solely from a failure of Nvoicepay's network security: unauthorized access; transmission of virus or malicious code, theft of Personally Identifiable Information; destruction of data stored on Nvoicepay's computer system; unauthorized release of PII/PHI Data with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. (c) Errors & Omissions Coverage including negligence or errors in the technology product or in the performance of the technology services with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. Nvoicepay will provide you with a Certificate of Insurance showing Nvoicepay's insurance coverage within thirty (30) days of the date of this TOU. Each year, upon your request, Nvoicepay will provide you an updated Certificate of Insurance.

12. Representations, Warranties, and Disclaimers.

- a. Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business as it is now being conducted and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.
- b. You additionally represent and warrant to Nvoicepay that (i) you are a corporate or public entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not considered a shell bank, non-licensed bank, or MSB; and (iii) you will obtain proper authorization to provide Nvoicepay with the information that is owned by and/or relates to any third party prior to providing such information to Nvoicepay. You acknowledge that Nvoicepay may, directly or through third parties, make any inquiries that Nvoicepay considers necessary to validate your identity and/or any information provided by you.
- c. Nvoicepay additionally represents and warrants to you that Nvoicepay will perform the Nvoicepay Vendor Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Nvoicepay of a material failure of Nvoicepay to perform any of its obligations under this TOU, Nvoicepay will use reasonable efforts to cure such failure at its cost and expense.
- D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, NVOICEPAY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES. NVOICEPAY DOES NOT MAKE ANY WARRANTY THAT THE NVOICEPAY SOFTWARE OR NVOICEPAY VENDOR PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

13. Indemnification

- a. To the extent permitted by law, you shall indemnify, defend and hold harmless Nvoicepay, and each of its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Nvoicepay Software and Nvoicepay Vendor Payment Services, unless caused by an action or inaction of Nvoicepay not taken at your direction.
- b. Nvoicepay shall indemnify, defend and hold harmless you, and each of your affiliates, and your respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions,

proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to any breach by Nvoicepay of this TOU or other written agreement between the parties hereto.

14. Limitation of Liability

EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU AND AMOUNTS SENT BY CUSTOMER TO NVOICEPAY FOR PAYMENT OF VENDOR INVOICES HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL EXCEED UNDER ANY CIRCUMSTANCES, THE TOTAL AMOUNT RECEIVED BY NVOICEPAY WITH RESPECT TO PAYMENTS MADE BY NVOICEPAY TO CUSTOMER'S VENDORS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation.

16. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Nvoicepay may engage subcontractors as set forth in Section 10 above.

17. Government Regulation

IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A CUSTOMER- To help the government fight the funding of terrorism and money laundering activities, federal law requires Comdata to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides access to the payment services is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Comdata from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Comdata, MasterCard and the issuing bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides access to the payment services, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

18. Miscellaneous

If any provision of this TOU is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all agreements and privacy policies referred to herein and incorporated herein by reference, is the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Nvoicepay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Nvoicepay Software and Nvoicepay Vendor Payment Services following Nvoicepay making any revised version of this TOU available will constitute your acceptance of the revised version. Nvoicepay will not amend these TOU with respect to Sections 11, 12, 13, 14, or 18 in a manner that may detriment your rights without your prior written consent.

Exhibit B
Revenue Sharing Schedule

The amount of Revenue Share received by Customer is determined by the total spend of the customer via Vendor Payment Services for each month, net of Customer rebates and the transaction fees set forth herein (“Monthly Spend”).

Revenue Share = .25% of Interchange Rate¹ for Monthly Spend. Tyler reserves the right to reduce the Revenue Share total by any fees assessed by the credit card processor and not otherwise paid by Tyler. Customer shall be advised of such fees by notation in relevant Monthly Reports.

Transaction Fees = The following fees will be reduced from the Revenue Share

Transaction Type	Per Transaction Cost
Check	\$0.80 + Postage
ACH	\$0.28

Customer acknowledges and agrees that the Revenue Share set forth herein is an introductory number subject to change following the Initial Term. The parties hereto shall act in good faith to negotiate adjusted Revenue Share amounts prior to the conclusion of the Initial Term.

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees will be applied as a onetime fee.

Bank Account Set-Up fee	Fee
First 2 Bank Accounts	Included
Additional Bank Accounts	\$250 per account for less than 10 accounts \$200 per account for 10-20 accounts \$150 per account for over 20 accounts

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice

Payment Terms

Tyler will provide annual Customer account credit to Customer based on the calculated Revenue Share amounts set forth above and in the preceding twelve (12) months of Monthly Reports. Payments shall be made only as a Customer account credit to be applied at discretion of Customer. Application of Revenue Share credit to Customer account shall occur within sixty (60) days of end of the then-current Term.

¹ An interchange rate is a fee that a merchant is required to pay with every credit card and debit card transaction.

Exhibit C
Annual Reports Template



Revenue Share Statement

Tyler's Customer	
Rebate Frequency:	Annual
Rebate Start Date:	01/01/2020
Rebate End Date:	12/31/2020
Product Line:	IVE - Infinite Visions

	<u>Spend</u>	<u>Count</u>	<u>Rate</u>	<u>Revenue Share</u>
<i>Totals</i>				

<i>Applied to:</i>	Date	INV #	Product	Amount

Revenue Share Remaining @ End of Term:

Client Approval: _____
Signature Date

Tyler Approval: _____
Signature Date

Exhibit D
Tyler Sales Quotation²

² Tyler Software included in the Sales Quotation is subject to the terms and conditions of the Master Agreement.



Quoted By: Dylan Schwantes
 Quote Expiration: 4/28/2021
 Quote Name: Woodbury County-LGD-AP Automation
 Quote Number: 2020-118649
 Quote Description:

Sales Quotation For

Woodbury County
 620 Douglas St Rm 102
 Sioux City , IA 51101-1248
 Phone: +1 (712) 279-6119

Tyler Software and Related Services - Annual

Description	One Time Fees		Net Annual Fee
	Impl. Hours	Impl. Cost	
Customer Relationship Management Suite			
AP Automation	0	\$0	\$0
	<i>Sub-Total:</i>	<i>\$0</i>	<i>\$0</i>
	TOTAL:	\$0	\$0

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$0
Contract Total	\$0	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
 - Fees for hardware are invoiced upon delivery;
 - Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
 - Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
 - Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - 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, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
 - Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

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

Date: 1/14/2021 Weekly Agenda Date: 1/19/2021

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

WORDING FOR AGENDA ITEM:

Receive, consider, and award bid for rental of Briese farm property for 2021, 2022, and 2023

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

The county has acquired 77 acres +/- of property with the purchase of the Briese farm. Approximately 41 acres of the property is available for rental for growing crops.

BACKGROUND:

The rental of the farm ground on the Briese property will help the secondary road department recoup some of its investment in the purchase of the farm, which has been primarily purchased for its gravel reserves. Bids will be received by the board for cash rental of the farm ground.

FINANCIAL IMPACT:

The cash rental of the farm ground on the Briese property will help the secondary road department offset the purchase price of the property.

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

Yes No

RECOMMENDATION:

I recommend the Board receive bids and consider award of the farm rental to the highest bidder for the property.

ACTION REQUIRED / PROPOSED MOTION:

Motion to award the bid for Briese farm rental for 2021, 2022, and 2023 to the high bidder for cash rent of 41 acres and authorize the chair to sign the farm lease on behalf of the county.

41 ACRES FARM CASH LEASE

Available for 2021, 2022 and 2023 crop years, approximately 41 acres of tillable land for cash lease. Woodbury County farm located in Sections 1, Township 88 N, Range 43 W, Kedron Township, Southeast of Iowa Highway 31. **ONLY SEALED BIDS** will be received. Bids **SHALL** be turned in to the Board of Supervisors Office, County Courthouse Room 104, 620 Douglas Street, Sioux City, IA by 4:30 p.m., January 18, 2021. Bids will be opened at the Board of Supervisors' regular meeting on January 19, 2021 at 4:30 p.m. Lease will terminate on December 1, 2023. Further terms announced day of bid opening. Additional information, call Mark J. Nahra, Woodbury County Engineer, 712-873-3215.

Bid for farm lease: \$ _____ per acre

Total Lease: \$ _____

Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Land is available to the tenant upon signature on lease agreement, subject to final approval by the board of supervisors. Final date for possession is to be determined.

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

#13a

Date: 1/11/2021 Weekly Agenda Date: 1/19/2021

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Rocky De Witt - Chairman

WORDING FOR AGENDA ITEM:

Approval of loan payoff to Dubuque Bank for the Prairie Hills Training Center

ACTION REQUIRED:

- | | | |
|--|---|--|
| Approve Ordinance <input type="checkbox"/> | Approve Resolution <input type="checkbox"/> | Approve Motion <input checked="" type="checkbox"/> |
| Public Hearing <input type="checkbox"/> | Other: Informational <input type="checkbox"/> | Attachments <input type="checkbox"/> |

EXECUTIVE SUMMARY:

Payoff loan early with a one time draw from General Basic Reserves to free up money going forward from Gaming Fund.

BACKGROUND:

Current interest rate on this loan is 3.25%.

FINANCIAL IMPACT:

Savings of around \$2000 in overall expenses limiting excessive use of reserves.

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 to payoff Prairie Hills Training Center loan note.

ACTION REQUIRED / PROPOSED MOTION:

Approval of a one time withdrawal of General Basic funds, allowing more flexibility to spending Gaming Revenues.

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

#13b

Date: 1-13-21 Weekly Agenda Date: 1-19-21

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Rocky De Witt

WORDING FOR AGENDA ITEM:

Eliminate EMS Loan Fund

ACTION REQUIRED:

- Approve Ordinance Approve Resolution Approve Motion
Give Direction Other: Informational Attachments

EXECUTIVE SUMMARY:

The EMS Loan Fund has run its useful life. Where 501c3 usage makes more sense to the volunteer forces then borrowing money.

BACKGROUND:

As this fiscal year will be difficult and the EMS Fund is rarely utilized, it makes sense to defund this line item and encourage the volunteer forces to acquire their 501c3 status.

FINANCIAL IMPACT:

Add approximately \$204,000 to Debt Service/Budgetary usage and split proceeds over two fiscal years by \$102,000 FY 22 and FY 23.

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:

Move to approve motion

ACTION REQUIRED / PROPOSED MOTION:

Approval to eliminate EMS Loan Fund.

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

Date: 1/14/21

Weekly Agenda Date: 1/19/21

#14a

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

WORDING FOR AGENDA ITEM:

Application for Zoning District Designation Mapping Amendment:
Public Hearing, Adoption of Ordinance - 2nd and Final Reading

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board of Supervisors will hold a public hearing to discuss a proposed Zoning District Designation Mapping Amendment which would change the zoning district designation for Parcel #894235100010 from Agricultural Presentation (AP) to Limited Industrial (LI). Following the public hearing, the Board will conduct the 2nd reading of an ordinance approving the amendment to the zoning district map. The Board may choose to adopt the ordinance by waiving a 3rd reading. A 60 percent majority of the Board of Supervisors shall be required to adopt the proposed amendment of the zoning district map if the owners of more than 20 percent of either, (a) the area of the subject property or (b) the area of real property lying within 500 feet of the subject property file a written objection prior to the conclusion of the public hearing. The Board of Supervisors may impose restrictive conditions upon the approval of an amendment to the zoning district map if, before the conclusion of the public hearing, the owner agrees to the conditions in writing.

BACKGROUND:

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

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

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

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

See attached Final Report and Ordinance.

FINANCIAL IMPACT:

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

Yes No

RECOMMENDATION:

Open and close the public hearing.

Adopt the ordinance by waiving a 3rd reading and move to conduct the 2nd and final reading today.

If the Board chooses not to waive the 3rd reading, it has been tentatively scheduled for 1/26/21 at 4:45 PM.

ACTION REQUIRED / PROPOSED MOTION:

Open and close the public hearing.

Motion to adopt the ordinance by waiving a 3rd reading and move to conduct the 2nd and final reading today.



WOODBURY COUNTY COMMUNITY & ECONOMIC DEVELOPMENT

620 DOUGLAS STREET – SIOUX CITY, IA 51101

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

FINAL REPORT

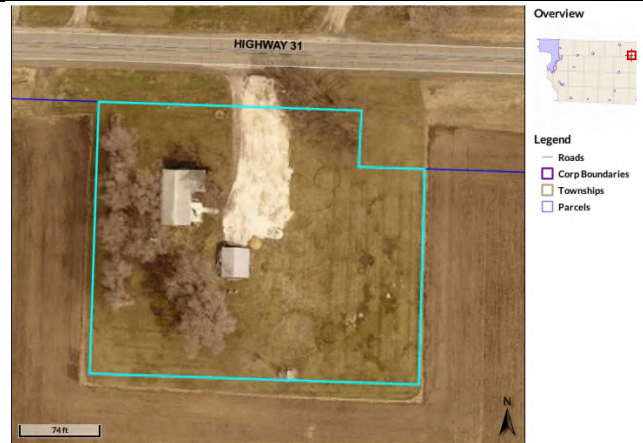
Dustin Stieneke, Silver Steer Trucking, Inc. Zoning Ordinance Map Amendment (Rezone) Proposal Parcel #894235100010

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

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

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

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



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



LEGAL NOTIFICATION FOR BOARD OF SUPERVISORS PUBLIC HEARING

Published in the Sioux City Journal Legals Section on January 6, 2021 and January 13, 2021.

**NOTICE REGARDING PUBLIC HEARING:
WOODBURY COUNTY BOARD OF SUPERVISORS**

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

Pursuant to Section 335 of the Code of Iowa, the Woodbury County Board of Supervisors will hold a public hearing to consider a zoning ordinance map amendment (rezoning) application by property owner Dustin Joseph Stieneke DBA Silver Steer Trucking, Inc. The proposal is to rezone from the Agricultural Preservation (AP) Zoning District to the Limited Industrial (LI) Zoning District on the property identified as Parcel #894235100010 and addressed 1546 Hwy. 31, Correctionville, IA 51016, just northeast of Correctionville. The property is described as:

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

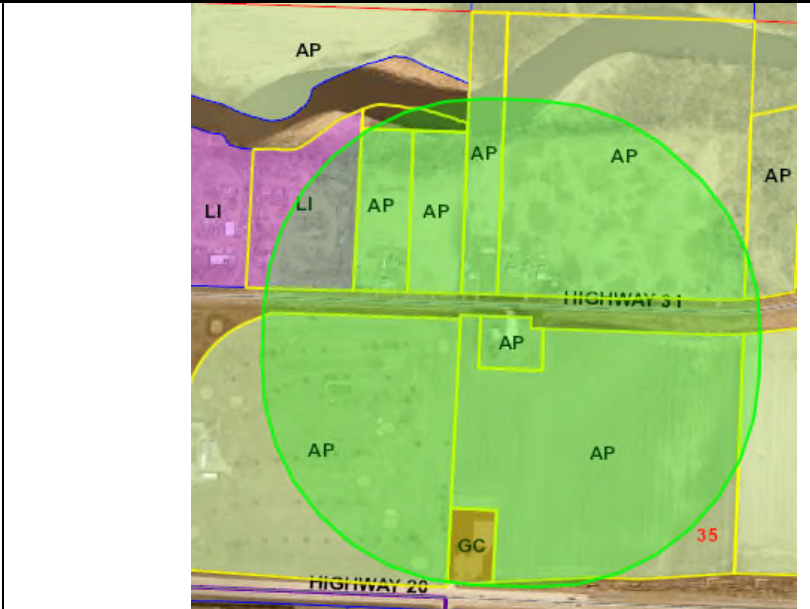
COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FIVE (35); THENCE SOUTH NINETY DEGREES ZERO MINUTES ZERO SECONDS (N 90°00'00") EAST FOR NINETY-SIX FEET (96.00') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST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

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

AREA PROPERTY OWNERS' NOTIFICATION – 1000 FT

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

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



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



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

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

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

Kim McGee
Neighboring Property Owner
President Correctionville
Golf Club

12-19-20
Date



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

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

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

Nathan Heilman City Mayor
Neighboring Property Owner

12-19-20
Date



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

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

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

Stoney Cobb
Neighboring Property Owner

Date

1549 Hwy 31



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

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

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

Monty Clark
Neighboring Property Owner
1561 Hwy 31
Correctionville, Ia

12/19/20
Date



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

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

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



Neighboring Property Owner

DIXON Const Co.

12-19-20

Date



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

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

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

Larry L Kielhorn
Neighboring Property Owner

12/21/2020
Date



Silver Steer Trucking Inc.

3548 150th St.

Correctionville, IA 51016

Owned and Operated by Dustin Stieneke

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

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



Neighboring Property Owner

12-21-2020

Date

Nelson Funeral Home

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

Nathan Heilman, Mayor - 2021

Carla Mathers, CMC-City Clerk

cville@ruralwaves.us
www.correctionvilleiowa.com

CITY OF CORRECTIONVILLE

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

Council Members

Term

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

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

December 10, 2020

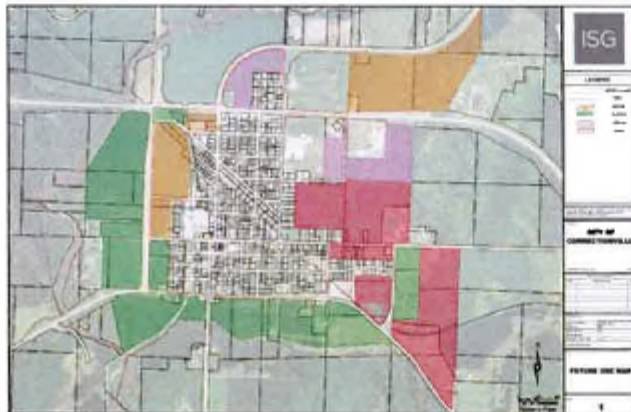
The Honorable Members of the Woodbury County Board of Supervisors
Woodbury County Courthouse
620 Douglas Street
Sioux City, IA 51101

Dear Supervisors:

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

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

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



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

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

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

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

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

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

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

Thank you for your time and consideration.

Respectfully,



Nathan Heilman, Mayor
City of Correctionville

ZONING ORDINANCE EVALUATION CRITERIA FOR BOARD APPROVAL

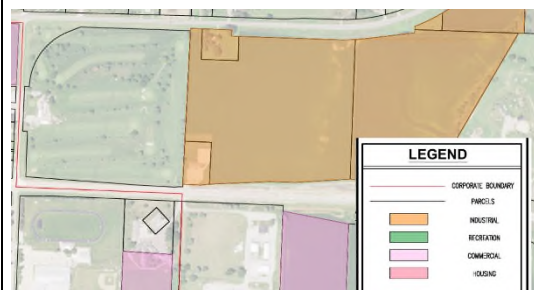
The Zoning Commission shall base their recommendations and the Board of Supervisors shall base their decision on any requested amendment of the zoning district map on the following criteria:

CRITERIA 1:

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

Staff Analysis:

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



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

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

CRITERIA 2:

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

Staff Analysis:

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

CRITERIA 3:

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

Staff Analysis:

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

CRITERIA 4:

Compatibility with adjacent land uses.

Staff Analysis:

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

CRITERIA 5:

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

Staff Analysis:

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

CRITERIA 6:

Any other relevant factors.

Staff Analysis:

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

STAFF RECOMMENDATION

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

PROPOSAL TIMELINE: Public Hearings

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

ZONING COMMISSION RECOMMENDATION

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

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

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

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

Call to Order

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

Welcome – Introduction of New Members

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

Public Comment on Matters Not on the Agenda

No public comment for non-agenda items.

Approval of Minutes

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

Zoning Ordinance Map Amendment (Rezone) Proposal

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

Public Comment on Matters Not on the Agenda

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

Commissioner Comment or Inquiry

None.

Adjourn

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

WOODBURY COUNTY BOARD OF ADJUSTMENT ACTION

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

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

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

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

Call to Order

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

Public Comment on Matters Not on the Agenda

No public comment for non-agenda items.

Welcome – Introduction of New Members

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

Approval of Minutes

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

Election of Chair and Vice Chair

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

Variance Request – Lot Size in the Limited Industrial Zoning District

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

Public Comment on Matters Not on the Agenda

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

Commissioner Comment or Inquiry

None

Adjourn

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

BOARD OF ADJUSTMENT DRAFT RESOLUTION

Woodbury County Board of Adjustment

Resolution No. BA 418

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

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

WHEREAS said testimony becomes part of this resolution; and

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

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

Those present and voting nay:

Those not Voting:

Those absent:

Dated this ____ day of January 2021.

Thomas Thiesen
Chairman, Woodbury County Board of Adjustment

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

Notary Public in and for Woodbury County, Iowa

PROPOSED ORDINANCE REZONE AMENDMENT

ORDINANCE NO. __

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

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

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

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

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

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

Dated this ____ day of _____ 2021.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Rocky DeWitt, Chairman

Matthew Ung, Vice Chairman

Keith Radig

Jeremy Taylor

Justin Wright

PROPOSED Adoption Timeline:

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

ITEM ONE (1)

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

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

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

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

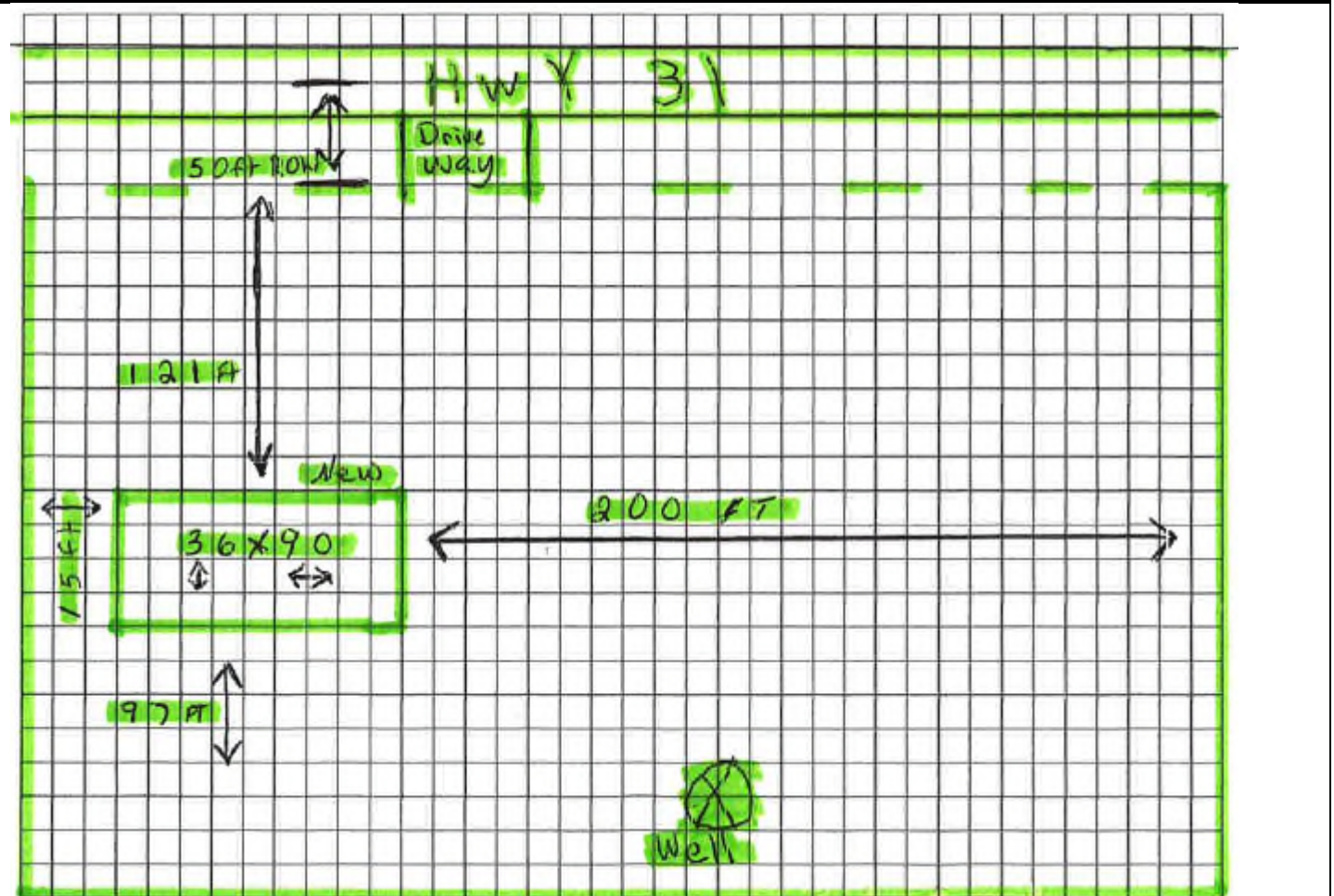
A PARCEL OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTY-NINE (89)

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

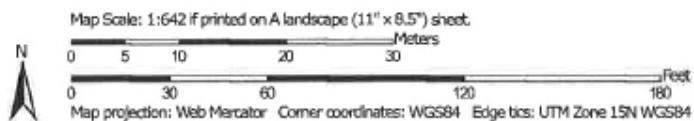
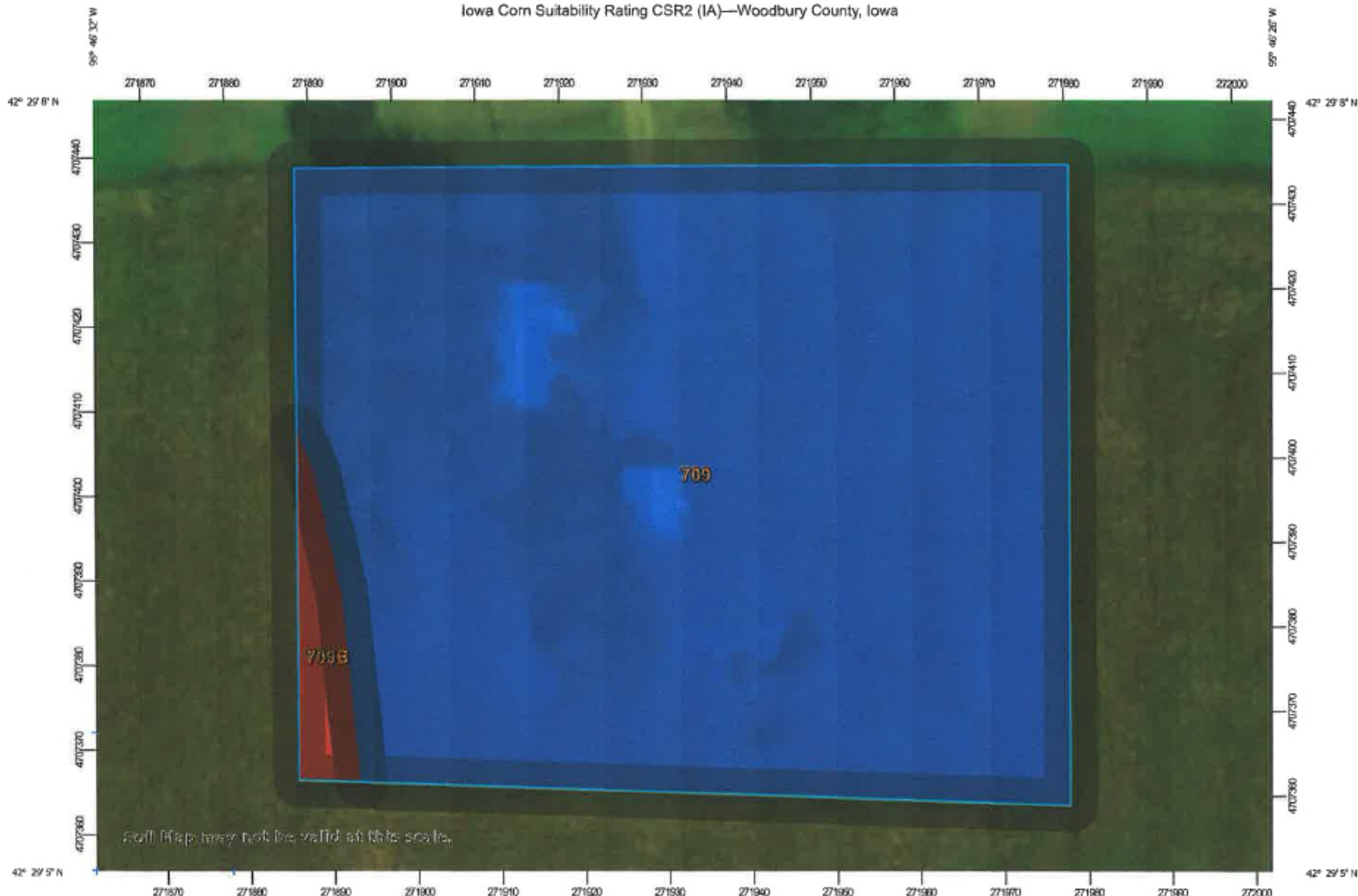
COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHEAST QUARTER (SE/4) OF
THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION THIRTY-FIVE (35); THENCE SOUTH
NINETY DEGREES ZERO MINUTES ZERO SECONDS (N 90°00' 00") EAST FOR NINETY-SIX FEET
(96.00') ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE1/4) NORTHWEST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


SAID PARCEL CONTAINS A TOTAL OF 2.0 ACRES.




SITE PLAN – PROPOSED BUILDING






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






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

-  <= 62
-  > 62 and <= 69
-  Not rated or not available

Soil Rating Lines

-  <= 62
-  > 62 and <= 69
-  Not rated or not available

Soil Rating Points

-  <= 62
-  > 62 and <= 69
-  Not rated or not available

Water Features
 Streams and Canals
Transportation

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

Background
 Aerial Photography
MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Woodbury County, Iowa

Survey Area Data: Version 30, Jun 10, 2020

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

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

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



Iowa Corn Suitability Rating CSR2 (IA)

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

Description

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

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

Rating Options

Aggregation Method: No Aggregation Necessary

Tie-break Rule: Higher

PARCEL REPORT

Summary

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



Owner

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

Land

Lot Area 1.59 Acres; 69,260 SF

Residential Dwellings

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

Sales

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

Valuation

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

Sioux City Special Assessments and Fees

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

Woodbury County Tax Credit Applications

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

Photos





Rezoning Application & Zoning Ordinance Map Amendment

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

Engineer/Surveyor N/A Phone N/A

Property Information:

Property Address or Address Range 1548 Hwy 31 Correctionville IA 51016

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

Parcel ID # 894235100010 or GIS # 894235100010 Total Acres 1.59

Current Use AP Proposed Use LI

Current Zoning AP Proposed Zoning LI

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

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

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

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

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

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

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

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



SE NW
Union

ORDINANCE NO. __

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

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

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

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

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

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

Dated this ____ day of _____ 2021.

THE WOODBURY COUNTY, IOWA BOARD OF SUPERVISORS

Rocky DeWitt, Chairman

Matthew Ung, Vice Chairman

Keith Radig

Jeremy Taylor

Justin Wright

Adoption Timeline:

Public Hearing and 1st Reading:

Public Hearing and 2nd Reading:

Public Hearing and 3rd Reading:

Adopted:

Effective:

Upon Publication

ITEM ONE (1)

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

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

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

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

SAID PARCEL CONTAINS A TOTAL OF 2.0 ACRES.

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

Date: 1/11/21

Weekly Agenda Date: 1/19/21

#14c

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

WORDING FOR AGENDA ITEM:

Approval of Resolution Waiving Subdivision Jurisdiction

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Public Hearing

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This item requests the Board to consider approving a Resolution for the county to waive its subdivision jurisdiction for a planned 100-120 unit major subdivision on 44.5 acres that is in the process of being annexed into Sioux City.

BACKGROUND:

On 11/24/20, CED staff met with Brent Nelson, Senior Planner for the City of Sioux City, and discussed the proposed major subdivision which is located about 600ft east of the present intersection of Singing Hills Blvd. and Old Lakeport Rd., about 750ft south of the Morningside Assembly of God, and abuts Elk Creek Rd. for about 1750 ft. The main portion of the development land (44.5 acres total) is owned by Three Bees, LLC and is being purchased by Koskovich and Murphy Developments. There's a 600 x 60ft stretch of the subdivision connecting to Old Lakeport owned by the City. This "neck" will make the development area contiguous with the city's corporate boundary and is part of the land the County is being asked to waive jurisdiction over.

The developers are in the process of purchasing the land and have submitted formal applications for annexation and Preliminary Plat approval for the subdivision. As the annexation process can take 3-4 months to complete, and the developers want to begin grading and construction as soon as possible, the City is requesting the County to waive its jurisdictional review. On 11/30/20, CED staff met with Mark Nahra (County Engineer) and Joshua Widman (Assistant County Attorney) and discussed the proposed subdivision and jurisdictional waiver request. There was consensus to waive jurisdiction if the City and developers are agreeable to the County Engineer's written recommendations regarding roadway improvements, which includes requiring the City to annex to the center line of Elk Creek Road. The County Engineer has and will continue to have input on roadway design and improvements.

CED staff support the request for the following reasons: 1.) as proposed, the project would not be feasible under the County's zoning and subdivision ordinance; 2.) due to its proximity to city sewer, a large portion of the development area would be required by state law and local City ordinance to connect to it; and 3.) being within 2-miles of the City's corporate boundary, state law affords the City extraterritorial review and the City's zoning commission would require the final plat to be compatible with the City's zoning, subdivision, and road construction requirements. As such, County staff recognize the waiver as the most effective use of time for all parties and the ability to waive jurisdiction is allowed per 354.9 of the Code of Iowa, CED staff recommends approval of the request and attached Resolution.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Approve the Resolution.

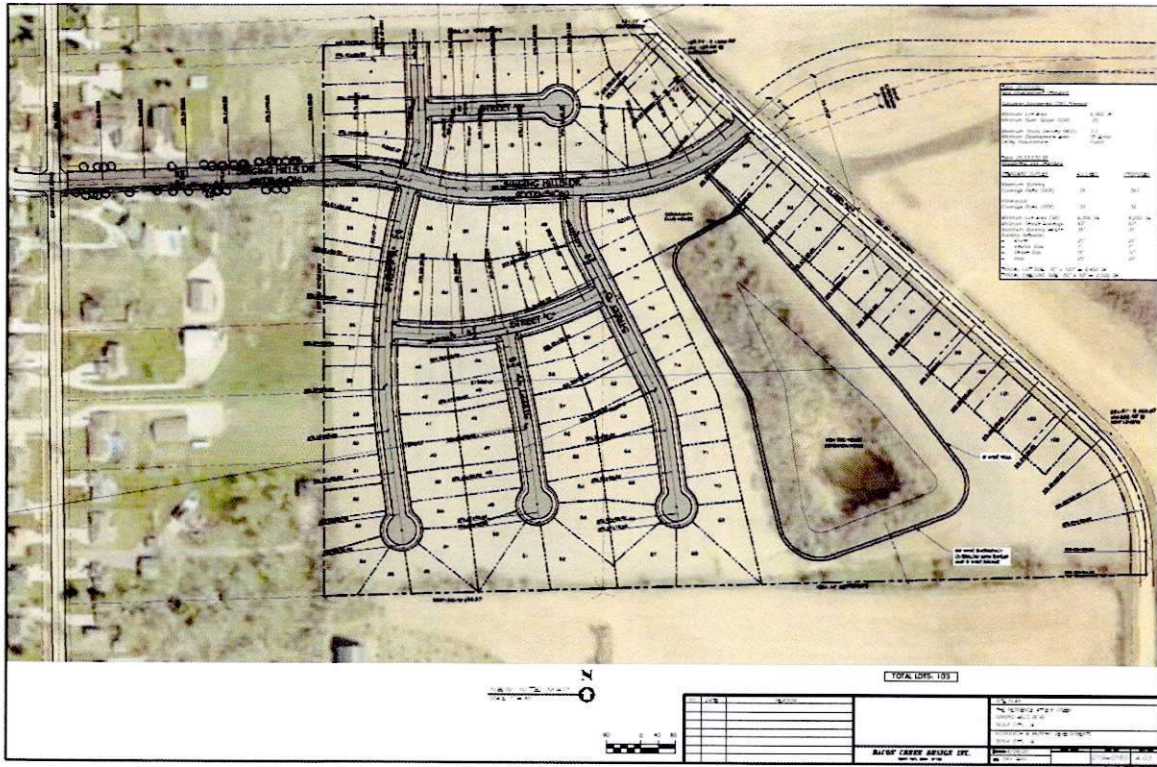
ACTION REQUIRED / PROPOSED MOTION:

Motion to approve the Resolution.

Woodbury County Board of Supervisors
 Woodbury County Courthouse
 Sioux City IA
 51102

Members of the Woodbury County Board

The purpose of this letter is to request that Woodbury County waive its sub-division jurisdiction over property shown on the following drawings:



COMMUNITY DEVELOPMENT DEPARTMENT

OFFICE OF THE DIRECTOR

405 6th Street
 P.O. Box 447
 Sioux City, IA 51102

PH 712-279-6340
 FAX 712-224-5218
 WEB www.sioux-city.org

**INSPECTION SERVICES/
 PERMIT CENTER**

PH 712-224-5216
 FAX 712-279-6188

HOUSING ASSISTANCE CENTER

PH 712-279-6348
 FAX 712-224-5200

NEIGHBORHOOD SERVICES

PH 712-279-6328
 FAX 712-279-6196

PLANNING & ZONING

PH 712-279-6340
 FAX 712-224-5218

REAL ESTATE

PH 712-279-6340
 FAX 712-224-5218

General Area Map



This property is located about 600-feet east of the present intersection of Singing Hills Boulevard and Old Lakeport Road, about 750-feet south of the

Morning Assembly of God Church and abuts Elk Creek Road for about 1750-feet. The main portion of the land is owned by "Three Bees LC" (Larry Book) and is being purchased by Koskovich and Murphy Developments (Paul Koskovich and Ben Murphy). The 600 X 60 foot "neck" of the subdivision connecting to Old Lakeport Road is owned by the City and is part of the land the Board is being asked to waive jurisdiction over.

Koskovich et.al. is in the process of purchasing the land and has submitted an application for annexation to the City of Sioux City as well as an application for Preliminary Plat approval. The City-owned "neck" will be annexed as well. Singing Hills Boulevard will be extended from Old Lakeport Road, over the "neck" and east to Elk Creek Road.

County waiver of jurisdiction is needed because until the property is annexed (or jurisdiction waived) the subdivision must conform with both the City and County Subdivision Ordinances. There is no way the proposed subdivision can meet the County Subdivision Ordinance. The annexation process can take up to three or four months to complete and the developers need to begin grading and construction as soon as possible.

The ability to waive jurisdiction is allowed by 354.9 of the Code of Iowa.

Either the city or county may, by resolution, waive its right to review the subdivision or waive the requirements of any of its standards or conditions for approval of subdivisions, and certify the resolution which shall be recorded with the plat. (354.9.2 of the Code of Iowa)

Waiver of jurisdiction is fairly unusual but not unheard of; Woodbury County waived Jurisdiction over what became the Whispering Creek Subdivision to allow construction to start prior to completion of the annexation. Several years ago, the City waived jurisdiction over a County subdivision on Buchanan Avenue.

The subject property contains 44.5 acres and Koskovich & Murphy are proposing a 100 to 120-lot subdivision (final design issues are still being worked out). This subdivision will be built to urban standards with water, sanitary sewer, storm sewer and full utilities. Most residential structures are proposed to be two-unit condominiums, there will also be a small number of single-family residences, and a neighborhood community building.

The development will involve the construction of about 4250-LF of 31-foot wide street. The 1650 or so feet Singing Hills will be built to a width of 41-feet. 100 to 120 suburban residential lots will generate about 1100 vehicle trips per day: most will use Singing Hills Boulevard. A west-bound stop sign will be installed at the Singing Hills/Old Lakeport Road Intersection; an east-bound stop sign already exists. Grading should take about two months after final approval.

The developers have been working with County Engineer Mark Nahra regarding changes to Elk Creek Road: the hill on Elk Creek Road near the south end of the subject property will be lowered and the dirt will be used as fill for the subdivision. At the County Engineer's request, the annexation will extend to the center line of Elk Creek Road and the County Engineer will approve driveway accesses to the 18 or so lots fronting on Elk Creek Road. He has had input on; and will have to sign off on, the design of the Singing Hills/Elk Creek Road intersection.

Koskovich and Murphy are proposing to annex only their property and the City-owned "neck" leading back to Old Lakeport Road. Though this will create very nonuniform City limits lines Iowa State Code indicates that 100% voluntary annexations shall have the presumption of validity:

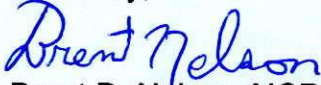
It is the intent of the general assembly to provide an annexation approval procedure which gives due consideration to the wishes of the residents of territory to be annexed, and to the interests of the residents of all territories affected by an annexation. The general assembly presumes that a voluntary annexation of territory more closely reflects the wishes of the residents of territory to be annexed, and, therefore, intends that the annexation approval procedure include a presumption of validity for voluntary annexation approval. (368.6 of the Code of Iowa.)

The City has no desire, at least at present, to annex anyone involuntarily.

For the Board's Information, the following attachments are as follows:

Resolution waiving jurisdiction (Attachment A),
Preliminary plat application (City of Sioux City) (Attachment B),
and
Annexation application (Attachment C)

Sincerely,


Brent D. Nelson AICP
Senior Planner

(Attachment A)

WOODBURY COUNTY
RESOLUTION WAIVING SUBDIVISION JURISDICTION

RESOLUTION NO. _____

WHEREAS: The City of Sioux City and Koskovich and Murphy Developments have requested that Woodbury County waive subdivision jurisdiction over property legally described below, and

WHEREAS: The property is in the process of being annexed to the City of Sioux City and will be developed to standards set forth in the Sioux City Municipal Code, and

WHEREAS: Completion of the project as soon as practical will benefit both the City of Sioux City and Woodbury County,

NOW, THEREFORE BE IT RESOLVED by the members of the Woodbury County Board of Supervisors that County subdivision jurisdiction over the property described below should be waived under the provisions 354.9.2 of the Code of Iowa.

Passed and approved this _____ day of _____

_____, Chairperson
Woodbury County Board of Supervisors

Recommended:

Legal Description

A tract of land in the East One Half of the Northwest One Quarter of the Southeast One Quarter and the Northeast One Quarter of the Southeast One Quarter lying Westerly of Elk Creek Road in Section 17, Township 88 North, Range 47 West of the 5th P. M., Woodbury County, Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Northeast One Quarter of the Southeast One Quarter of Section 17; thence South 88 Degrees, 00 Minutes, 59 Seconds West (bearing assumed with all subsequent bearings referenced therefrom) /along the North line of the East One Half of the Northwest One Quarter of the Southeast One Quarter for a distance 656.12 feet to the Northwest corner of the East One Half of the Northwest One Quarter of the Southeast One Quarter; thence South 00 Degrees, 06 Minutes, 38 Seconds East along the West line of the said East One Half for a distance of 1,307.13 feet to the Southwest corner of the said East One Half; thence North 88 Degrees, 18 Minutes, 01 Seconds East along the south line of the said East one Half for a distance of 658.57 feet to the Southeast corner of said East One Half; thence North 88 Degrees, 25 Minutes, 20 Seconds East along the south line of the Northeast One Quarter of the Southeast One Quarter for a distance of 1,281.14 feet to the centerline of Elk Creek Road; thence North 00 Degrees, 20 Minutes, 43 Seconds West along said centerline for a distance of 80.69 feet; thence Northwesterly along said centerline and a curve to the left for an arc length of 291.81 feet, a radius of 350.00 feet, a chord distance of 283.43 feet and a chord bearing of North 24 Degrees, 13 Minutes, 48 Seconds West; thence North 48 Degrees, 06 Minutes, 53 Seconds West along said centerline for a distance of 1,261.01 feet; thence Northwesterly along said centerline and a curve to the right for an arc length of 139.74 feet, a radius of 1,350.00 feet, a chord distance of 139.68 feet and a chord bearing of North 45 Degrees, 08 Minutes, 58 Seconds West to the North line of the Northeast One Quarter of the Southeast One Quarter; thence South 88 Degrees, 00 Minutes, 59 Seconds West along the said North line for a distance of 131.17 feet to the point of beginning.

And

The South One (1) acre of the North Five (5) Acres, of the West One-half ($W \frac{1}{2}$) of the Northwest Quarter of the Southeast Quarter of Section (17), Township eighty-eight (88), North, Range forty seven (47), west of the 5th Principal Meridian, in Woodbury County Iowa.

(Attachment B)
 Preliminary Plat Application

CITY OF SIOUX CITY
 Application for a Preplat, Preliminary Plat, or Final Plat
 (Complete along with the Applicant Profile Form)

Planning Division
 Room 308
 405 6th Street
 P.O. Box 447
 Sioux City, IA 51102-0447



SUBJECT PROPERTY INFORMATION			
Owner	Koskovich & Murphy Developments		
Street Address	No Address, Parcel ID: 884717400021		
Zoning District	AG (Agricultural)	Existing Use	Crop Field
Lot Size	42.54 Acres	Proposed Lots	103 lots
Proposed Use	SR-Suburban Residential (Planned)		
REQUEST			
	Include the following:		
<input checked="" type="checkbox"/>	Completed Applicant Profile Form		
<input type="checkbox"/> Preplat	<input type="checkbox"/> A reproducible copy and five (5) copies of the preliminary plat <input type="checkbox"/> As per Chapter 24.12.010, any owner, developer or agent wishing to subdivide a parcel of land shall contact the Planning Director and arrange for a Preplat Conference. This conference is to determine general requirements to be included in the subdivision. If the subdivision does not involve new streets or utilities, the conference may be waived by the Planning and Zoning Commission. For additional information regarding conference, see the Subdivision Regulations Manual.		
<input checked="" type="checkbox"/> Preliminary Plat	<input checked="" type="checkbox"/> One digitally formatted copy and five (5) paper copies of the Grading Plan. <input checked="" type="checkbox"/> Is the preliminary plat prepared in conformity with the Sioux City Subdivision Ordinance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, list requested waivers on back of form.		
<input type="checkbox"/> Final Plat	<input type="checkbox"/> One digitally formatted copy and five (5) paper copies of the Final Plat. <input type="checkbox"/> Engineer's statement that the public improvements have been completed or are bonded for. <input type="checkbox"/> The mylar copy may be submitted for signatures following Council action. <input type="checkbox"/> Is the final plat prepared in conformity with the Sioux City Subdivision Ordinance? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, list requested waivers on back of form.		

For Office Use Only

File Number:

Staff Reviewer:

CITY OF SIOUX CITY

Application for a Zone Change (Includes Restricted Use Overlay Districts)
 (Complete along with the Applicant Profile Form)

Planning Division
 Room 308
 405 6th Street
 P.O. Box 447
 Sioux City, IA 51102-0447



SUBJECT PROPERTY INFORMATION			
Owner	Koskovich & Murphy Developments		
Street Address	No Address, Parcel ID: 884717400021		
Current Zoning District	AG (Agriculture)	Proposed Zoning District	SR Suburban Residential (Planned)
Existing Use	Crop Field	Proposed Use	Residential Development

WRITTEN STATEMENT OF REQUEST
 Describe the need and justification for the proposed zone change, including the conformity of the proposal with the Comprehensive Plan. (Refer to Subsection 25.06.090.15 Zone Change (Map Amendment, including Restricted Use Planned Developments) of the Sioux City Zoning and Sign Code):

Agriculture Zoning to SR (Suburban Residential) for new 103 lot subdivision

INFORMATION CHECKLIST	
<input checked="" type="checkbox"/>	<input type="checkbox"/> N/A A survey by a Certified Land Surveyor licensed in the State of Iowa if necessary to describe the property.
<input checked="" type="checkbox"/>	A general area map or site plan showing the area requested to be rezoned.
<input checked="" type="checkbox"/>	Completed Applicant Profile Form.
<input checked="" type="checkbox"/>	A filing fee of \$350.
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A A zone change to a Historic Area District requires an application for a Local Historic District or Landmark for review by the Historic Preservation Commission and State Historic Preservation Office prior to approving the request.
<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A Other information as requested by the Administrator prior to submittal of the application, including whether a Restricted Use Overlay District is required (Subsection 25.06.090.13 Restricted Use Overlay District):

SIGNATURE	
Owner/Petitioner's Signature: 	Application Date: 11/17/20

*For additional assistance please contact the City Planning and Zoning Division either before or after submission of the application. A copy of the entire Sioux City Zoning and Sign Code is available in the Planning Division office or under Title 25 online at: <http://online.encodeplus.com/regs/siouxcity-ia/index.aspx>

For Office Use Only

File Number:

Staff Reviewer:

APPLICATION FOR VOLUNTARY
ANNEXATION TO
THE CITY OF SIOUX CITY

The undersigned *Elk Creek Development, LLC* as owner of the property legally described in Exhibit A, attached to and by reference made a part of this application, requests the annexation to the City of Sioux City of the property described in Exhibit B attached to and by reference made a part of this application. We hereby request that property described in Exhibit B be annexed to and of made a part of the City of Sioux City.

We authorize the City of Sioux City to process this request in conformance with the requirements of Section 368 of the Code of Iowa.

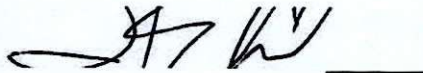
Exhibits

- | | |
|-----------|---|
| Exhibit A | Legal Description of property owned by petitioner. |
| Exhibit B | Legal Description of the entire property requested to be annexed. |
| Exhibit C | Map of the property to be annexed |
| Exhibit D | Length of Common Boundary |
| Exhibit E | Vicinity map |
| Exhibit F | Summary of the reasons for the annexation |
| Exhibit G | Current and proposed land uses in the territory |
| Exhibit H | The existing county zoning classification and the proposed city zoning classification upon completion of the annexation. |
| Exhibit I | Statement of annexation moratoria. |
| Exhibit J | Services proposed to be provided to the territory. |
| Exhibit K | Statement indicating whether state—owned property or county—owned road right—of—way has been included in the proposal & status of 28-E agreement. |
| Exhibit L | Proposed transition of taxes. |
| Exhibit M | Annexation Incentives |
| Exhibit N | Legal Notice Published in Paper |
| Exhibit O | Legal Notice Mailed to Property Owners and Others |
| Exhibit P | Certifications of People Receiving Legal Notices |
| Exhibit Q | Resolution Assenting to the Annexation |

OWNER

ELK CREEK DEVELOPMENT, LLC
BY: Koskovich & Murphy Developments, LLC, its Manager

By:



Blank Line — Print or type the name(s) of the person(s) who will be signing the application.

Exhibit A — Please attach a separate page with the legal description of each individual property to be annexed. The legal description(s) which is(are) attached should match the legal description as it appears on the deed(s) to the property. Please include a photocopy of the deed to the property to verify the legal description and confirm ownership. Please include descriptions of any state, county, or railroad right-of-way included in the annexation.

Exhibit B - Please attach a separate page with the legal description of the entire property to be annexed. All legal descriptions shall extend to the centerline of abutting roads.

Exhibit C — Please attach a separate page with a plat map or GIS Drawing of the property to be annexed. City staff will help to prepare this Exhibit.

Exhibit D — Please note the length of the boundary shared by the existing city limits and the property to be annexed and the acreage of the area to be annexed. City staff will help to prepare this Exhibit.

Exhibit E — Please attach a vicinity map showing the location of the property to be annexed in relation to the existing City limits. City staff will assist with the preparation of this Exhibit.

Exhibit F — On a separate sheet please state the reason you are requesting annexation.

Exhibit G — On a separate sheet please state the current land uses occurring on the property to be annexed and the land uses intended to occur on the property to be annexed.

Exhibit H — Please state the current Plymouth or Woodbury County zoning on the property and the City zoning classification you are requesting when the annexation is complete. City staff will help to prepare this Exhibit.

Exhibit I — On a separate sheet please state if any annexation moratoria exist with regard to the property and if the annexation is consistent with any moratoria.

Exhibit J — On a separate sheet please state the services to be provided to the territory to be annexed, water, sewer, sanitary, fire, etc.

Exhibit K — On a separate sheet please state whether state—owned property or county—owned road right—of—way has been included in the proposal & status of 28-E agreement.

Exhibit L — On a separate sheet please state whether any proposed transition of taxes will take place.

Exhibit M — On a separate sheet please state whether any incentives are proposed to annex.

Exhibit N — City will attach the legal notice.

Exhibit O — City will attach the mailed legal notices.

Exhibit P — City will attach the certifications.

Exhibit Q — City will attach the resolution

Exhibit A
Legal Description of property owned by petitioner.

A tract of land in the East One Half of the Northwest One Quarter of the Southeast One Quarter and the Northeast One Quarter of the Southeast One Quarter lying Westerly of Elk Creek Road in Section 17, Township 88 North, Range 47 West of the 5th P. M., Woodbury County, Iowa, more particularly described as follows:

Beginning at the Northwest Corner of the Northeast One Quarter of the Southeast One Quarter of Section 17; thence South 88 Degrees, 00 Minutes, 59 Seconds West (bearing assumed with all subsequent bearings referenced therefrom) /along the North line of the East One Half of the Northwest One Quarter of the Southeast One Quarter for a distance 656.12 feet to the Northwest corner of the East One Half of the Northwest One Quarter of the Southeast One Quarter; thence South 00 Degrees, 06 Minutes, 38 Seconds East along the West line of the said East One Half for a distance of 1,307.13 feet to the Southwest corner of the said East One Half; thence North 88 Degrees, 18 Minutes, 01 Seconds East along the south line of the said East one Half for a distance of 658.57 feet to the Southeast corner of said East One Half; thence North 88 Degrees, 25 Minutes, 20 Seconds East along the south line of the Northeast One Quarter of the Southeast One Quarter for a distance of 1,281.14 feet to the centerline of Elk Creek Road; thence North 00 Degrees, 20 Minutes, 43 Seconds West along said centerline for a distance of 80.69 feet; thence Northwesterly along said centerline and a curve to the left for an arc length of 291.81 feet, a radius of 350.00 feet, a chord distance of 283.43 feet and a chord bearing of North 24 Degrees, 13 Minutes, 48 Seconds West; thence North 48 Degrees, 06 Minutes, 53 Seconds West along said centerline for a distance of 1,261.01 feet; thence Northwesterly along said centerline and a curve to the right for an arc length of 139.74 feet, a radius of 1,350.00 feet, a chord distance of 139.68 feet and a chord bearing of North 45 Degrees, 08 Minutes, 58 Seconds West to the North line of the Northeast One Quarter of the Southeast One Quarter; thence South 88 Degrees, 00 Minutes, 59 Seconds West along the said North line for a distance of 131.17 feet to the point of beginning.

Exhibit B

Legal Description of the entire property to be annexed.

A tract of land in the East One Half of the Northwest One Quarter of the Southeast One Quarter and the Northeast One Quarter of the Southeast One Quarter lying Westerly of Elk Creek Road in Section 17, Township 88 North, Range 47 West of the 5th P. M., Woodbury County, Iowa, more particularly described as follows:

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And

The South One (1) acre of the North Five (5) Acres, of the West One-half ($W \frac{1}{2}$) of the Northwest Quarter of the Southeast Quarter of Section (17), Township eighty-eight (88), North, Range forty seven (47), west of the 5th Principal Meridian, in Woodbury County Iowa.

And extending to the west R-O-W line of Old Lakeport Road.

Exhibit C
Map of the property to be annexed

General Area Map

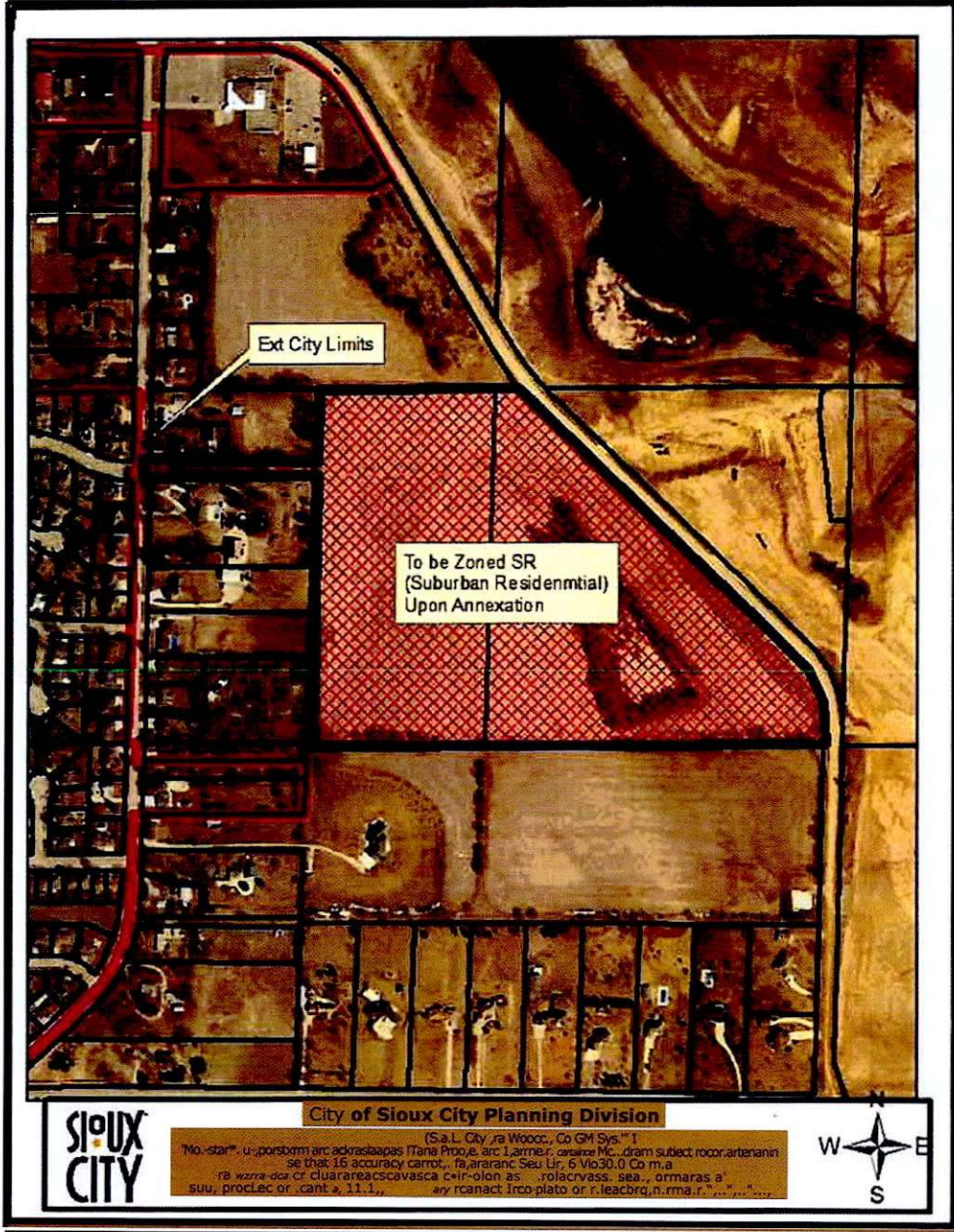


Exhibit D
Length of Common Boundary

The area to be annexed will have a common boundary of 66 lineal feet with the existing City Limits: 368 of the Code of Iowa defines adjoining as having a boundary of not less than 50-feet.

Exhibit E
Vicinity Map

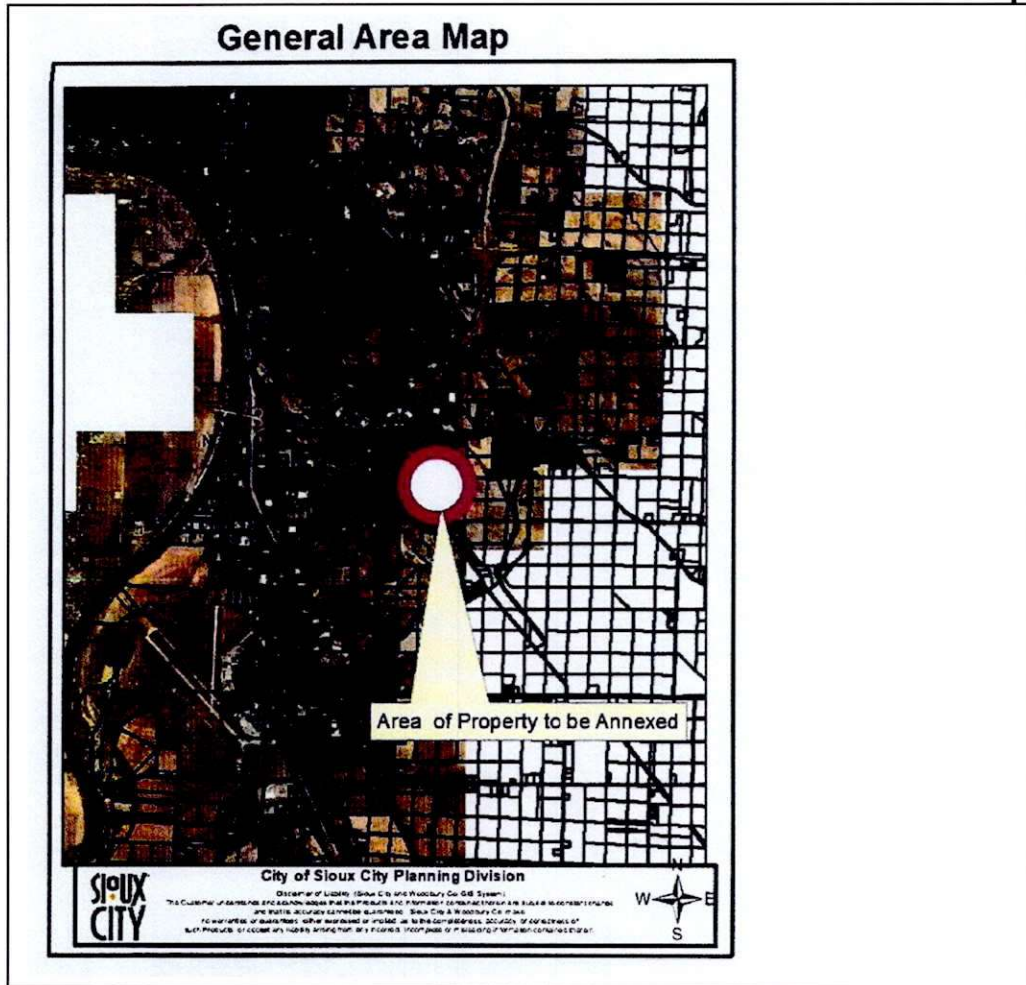


Exhibit F
Summary of the reasons for the annexation

To allow for development of a multi lot residential development.

Exhibit G
Current and proposed land uses in the territory

Current Land Use
Agriculture

Proposed Land Use
Residential

Exhibit H
Current and proposed zoning.

Current Zoning

Proposed Zoning

Woodbury County

City

AE — Agricultural Estates

SR — Suburban Residential

Exhibit I
Statement of Annexation Moratoria

The property is not the subject of any annexation moratoria involving the City.

Exhibit J

Services proposed to be provided to the territory.

- **Fire Protection**
- **Police Protection**
- **Garbage Collection**
- **Storm Sewer / Water/ Sanitary Sewer**
- **Zoning**
- **Flood Plain Management**

Exhibit K

**Statement indicating whether state—owned property or county—owned
road right—of—way has been included in the proposal.**

This proposal includes a portion of Elk Creek Road adjacent to the annexation.

Exhibit M
Annexation Incentives

Annexation incentives are proposed as part of this annexation.

**WOODBURY COUNTY, IOWA
RESOLUTION NO. _____**

A RESOLUTION WAIVING SUBDIVISION JURISIDITION

WHEREAS, the City of Sioux City and Koskovich and Murphy Developments have requested that Woodbury County waive subdivision jurisdiction over property legally described below; and

WHEREAS, the property is in the process of being annexed to the City of Sioux City and will be developed to standards set forth in the Sioux City Municipal Code; and

WHEREAS, completion of the project as soon as practical will benefit both the City of Sioux City and Woodbury County,

NOW, THEREFORE BE IT RESOLVED by the members of the Woodbury County Board of Supervisors that County subdivision jurisdiction over the property described below should be waived under the provisions 354.9.2 of the Code of Iowa.

Passed and approved this 19th day of January 2021.

WOODBURY COUNTY BOARD OF SUPERVISORS

Rocky DeWitt, Chairman

Matthew Ung, Vice Chairman

Keith Radig

Jeremy Taylor

Justin Wright

Attest:

Patrick F. Gill, Woodbury County Auditor

Legal Description

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

#14d

Date: 1/14/21 Weekly Agenda Date: 1/19/21

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

WORDING FOR AGENDA ITEM:

Approval of Termination and Non-Renewal 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 terminate and not renew a 3-yr agreement with The Schneider Corporation for a subscription to their e-government Permitting solution on the 6/30/21 contract end date.

BACKGROUND:

The CED dept. administers all functions related to the county construction permitting process. In an attempt to provide a better customer experience via an online permitting service integrated with Beacon GIS, the Board approved a 3-yr service contract. Due to low utilization, the CED Director recommends the Board terminate the contract and not renew it.

FINANCIAL IMPACT:

0

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

Yes No

RECOMMENDATION:

Allow the Director to terminate the agreement.

ACTION REQUIRED / PROPOSED MOTION:

Motion to allow the Director to terminate the agreement ending 6/30/21.



PROFESSIONAL
SERVICES AGREEMENT



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

www.schneidercorp.com

Indianapolis, Indiana
8901 Otis Avenue
Indianapolis, IN 46216
Toll-Free: 866.973.7100

West Lafayette, Indiana
1330 Win Hentschel Blvd
Suite 260
West Lafayette, IN 47906

Ankeny, Iowa
1450 SW Vintage Pkwy
Suite 260
Ankeny, IA 50023

Charlotte, North Carolina
8307 University Executive Park Dr
Suite 220
Charlotte, NC 28262

DeLand, Florida
112 W. New York Ave
Suite 216
DeLand, FL 32720

- 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.

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/termsofservice/>. 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

By: 
Print: JEFF CORNUS
Title: EVP
Date: 7/3/2018

CLIENT:
Woodbury County, Iowa

By: 
Print: David Gleiser
Title: Community & Economic Development Director
Date: 6/27/18