



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JULY 28, 2020) (WEEK 31 OF 2020)

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

Agenda and Minutes available at:
www.woodburycountyiowa.gov

Live telephonic access at: 712-224-6014

Rocky L. De Witt 253-0421 rdewitt@woodburycountyiowa.gov
Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov
Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov
Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
Justin Wright 899-9044 jwright@woodburycountyiowa.gov

You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held July 28, 2020 at 4:30 p.m. in the basement of the courthouse, 620 Douglas Street, Sioux City, Iowa for the purpose of taking official action on the agenda items shown hereinafter and for such other business that may properly come before the Board.

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

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

AGENDA

- 3:30 p.m. 1. Closed session - {Iowa Code Section 21.5(1)(c)}
4:00 p.m. 2. Closed session - {Iowa Code Section 21.5(1)(c)}
4:30 p.m. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence
3. Citizen Concerns Information
4. Approval of the agenda Action

Consent Agenda

Items 5 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.

- 5. Approval of the minutes of the July 21, 2020 meeting
6. Approval of claims

7. Receive fiscal year ending June 30, 2020 Sheriff's Reports
8. County Auditor – Patrick Gill
 - a. Receive Auditor's Quarterly Report
 - b. Approve Cigarette Permit for HCI Heritage Express Company, Sloan, Iowa
9. Human Resources – Melissa Thomas
 - Approval of Memorandum of Personnel Transactions

End Consent Agenda

- | | |
|---|--|
| <ol style="list-style-type: none"> 10. Williams & Company – Chad Regnier <ol style="list-style-type: none"> Discuss and receive the Woodbury County's Certified Annual Financial Report for FY 2019 11. County Auditor – Patrick Gill <ol style="list-style-type: none"> Approve and receive for signature the amendment to remove Tyler Technologies Employee Self Service Time & Attendance 12. Emergency Services – Gary Brown <ol style="list-style-type: none"> a. Approval to begin the process to purchase new turnout gear b. Approval to begin the process to purchase a new rescue truck 13. Board of Supervisors – Rocky De Witt <ol style="list-style-type: none"> Approval to allocate funds for inventory of certain assets per county policy 14. Reports on Committee Meetings 15. Citizen Concerns 16. Board Concerns | <p>Action</p> <p>Action</p> <p>Action</p> <p>Action</p> <p>Information</p> <p>Information</p> <p>Information</p> |
|---|--|

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- MON., JULY 27 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., JULY 28 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- THU. JULY 30 10:00 a.m.** Siouxland Regional Transit System Meeting, Zoom Meeting
- MON., AUG. 3 6:00 p.m.** Board of Adjustment meeting, First Floor Boardroom
- TUE., AUG. 4 4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WED., AUG. 5 9:00 a.m.** Loess Hills Alliance Protection Committee Meeting, Pisgah, Iowa
- 10:30 a.m.** Loess Hills Alliance Stewardship Meeting
- 12:00 p.m.** District Board of Health Meeting, 1014 Nebraska St.
- 1:00 p.m.** Loess Hills Alliance Executive Meeting
- THU., AUG. 6 10:00 a.m.** COAD Meeting, The Security Institute
- WED., AUG. 12 8:05 a.m.** Woodbury County Information Communication Commission, First Floor Boardroom
- THU., AUG. 13 12:00 p.m.** SIMPCO Board of Directors, 1122 Pierce St.
- 4:30 p.m.** Conservation Board Meeting, Dorothy Pecaut Nature Center, Stone Park
- WED., AUG. 19 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., AUG. 20 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech Avenue
- MON., AUG. 24 6:00 p.m.** Zoning Commission Meeting, First Floor Boardroom
- TUE., AUG. 25 2:00 p.m.** Decat Board Meeting, Western Hills AEA, Room F
- WED., AUG. 26 2:30 p.m.** Rolling Hills Community Services Region Governance Board Meeting

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

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

JULY 21, 2020, THIRTIETH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Tuesday, July 21, 2020 at 4:30 p.m. Board members present were Pottebaum, Radig, De Witt, Ung, and Wright. Staff members present were Karen James, Board Administrative Assistant, Dennis Butler, Budget/Tax Analyst, Melissa Thomas, HR Director, and Patrick Gill, Auditor/Clerk to the Board.

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

1. There were no citizen concerns.
2. Motion by Radig second by Ung to approve the agenda for July 21, 2020, Carried 5-0. Copy Filed.

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

3. To approve minutes of the July 14, 2020 meeting. Copy filed.
4. To approve the claims totaling \$578,430.01. Copy filed.
5. To approve the reclassification of Joshua Widman, Asst. County Attorney, County Attorney Dept., effective 07-26-20, \$103,450/year, 6.7%=\$6,557/year. Per Wage Plan comparability with AFSCME Asst. County Attorney Contract, from Step 11 to Step 12.; and the reclassification of Matthew Verzani, Asst. County Attorney, County Attorney Dept., effective 07-27-20, \$93,633/year, 3.6%=\$3,263/year. Per AFSCME Asst. County Attorney Contract agreement, from Step 9 to Step 10. Copy filed.
6. To approve the lifting of tax suspension for Frank/Aletha Moffatt, 2300 41st St., parcel #894710402007. Copy filed.
7. To approve the revised 2020 Committee Assignments. Copy filed.

Carried 5-0.

8. Motion by Ung second by Pottebaum to approve the request of funds payable to Siouxland Initiative for additional air service provided to the Sioux City Airport. Carried 5-0. Copy filed.
- 9a. Motion by Radig second by Pottebaum to approve the Conflict Waiver. Carried 5-0. Copy filed.
- 9b. Motion by Radig second by De Witt to approve and authorize the Chairperson to sign a Resolution approving a 28E Agreement with the Woodbury County Law Enforcement Center Authority concerning the payment of costs for certain architectural services. Carried 5-0.

RESOLUTION #13,037

**A RESOLUTION APPROVING A 28E AGREEMENT WITH
THE WOODBURY COUNTY LAW ENFORCEMENT CENTER
AUTHORITY CONCERNING THE PAYMENT OF COSTS
FOR CERTAIN ARCHITECTURAL SERVICES**

WHEREAS, the Woodbury County Law Enforcement Center Authority (the "Authority") was created pursuant to Iowa Code Section 346.27, by its incorporating units, Woodbury County, Iowa (the "County") and Sioux City, Iowa, for purposes of constructing and owning a new law enforcement center ("Project"); and

WHEREAS, the Authority intends to finance the entire cost of the Project, including architectural fees for the design, by issuing revenue bonds; and

WHEREAS, certain design fees for the Project will become due prior to the issuance of said bonds; and

WHEREAS, the Board of Supervisors for the County and the Board of Commissioners of the Authority have determined it to be in the best interests of their respective constituencies and incorporating units to cooperate in the payment of the design fees for the Project; and

WHEREAS, the parties desire to enter into a contract under Chapter 28E in order to define their respective rights and obligations in connection with payment associated with certain design fees for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

The Board Chair is hereby authorized and directed to execute the proposed 28E Agreement with the Authority and such 28E Agreement shall be filed with the Iowa Secretary of State pursuant to Iowa Code § 28E.8.

PASSED AND APPROVED this 21st day of July, 2020.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

Motion by Radig second by Pottebaum to pay a claim for Goldberg Group Architects for \$152,898.75. Carried 5-0.

- 10a. Motion by De Witt second by Radig to approve the contract with Habitat Restoration Services, LLC for additional easement to assist in improving a level C road to level A status. Carried 5-0. Copy filed.
- 10b. Motion by Radig second by Ung to award the bid for PCC Crushing 2020 to Schmillen Construction for \$177,654.00. Carried 5-0. Copy filed.
- 10c. Motion by De Witt second by Ung to award the bid for Pavement Markings 2020 to Iowa Plains Signing for \$171,960.00. Carried 5-0. Copy filed.
- 11a. A public hearing was held at 4:45 p.m. for the proposal to enter into a lease agreement with the Woodbury County Law Enforcement Center Authority. The Chairperson called on anyone wishing to be heard.

Motion by Ung second by De Witt to close the public hearing. Carried 5-0.
- 11b. Motion by Radig second by Ung to approve and authorize the Chairperson to sign a Resolution approving and authorizing execution of a lease agreement with the Woodbury County Law Enforcement Center Authority. Carried 5-0.

RESOLUTION #13,038
RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A LEASE AGREEMENT WITH THE
WOODBURY COUNTY LAW ENFORCEMENT CENTER
AUTHORITY

WHEREAS, it is deemed necessary and advisable that Woodbury County, State of Iowa, (the "County") should provide for the authorization of a Lease Agreement with the Woodbury County Law Enforcement Center Authority (the "Authority") for the purpose of construction and operation of a new law enforcement center facility as hereinafter described; and

WHEREAS, Iowa Code Section 346.27 provides that the Authority shall have and exercise certain public and essential governmental powers and functions including the right to lease all or any part of a building to an incorporating unit upon rental terms agreed upon between the Authority and the incorporating unit; and

WHEREAS, the Authority and County have negotiated the form of a proposed Lease Agreement (the "Lease") by and between the Authority and the County, which would obligate the Authority to construct certain improvements to be operated by the County as a law enforcement center facility (more particularly described in the Lease) on certain real property located within Sioux City, Iowa as defined and legally described in the Lease, consisting of the construction of an approximately 213,000 square foot building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Lease and would obligate the County to make certain payments to the Authority as outlined in the proposed Lease, under the terms and following satisfaction of the conditions set forth in the Lease; and

WHEREAS, pursuant to notice published as required by law, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Lease and has considered the extent of objections received from residents or property owners as to said proposed Lease; and, accordingly the following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

Section 1. That the performance by the County of its obligations under the Lease, under the terms set forth in the Lease, be and is hereby declared to be an appropriate and necessary undertaking of the County pursuant to Section 346.27, Code of Iowa.

Section 2. That the form and content of the Lease, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Lease for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Lease, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

PASSED AND APPROVED this 21st day of July, 2020.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 12a. An update on Rural Comprehensive Planning Project by David Gleiser, Community & Economic Development. Copy filed.
- 12b. An update on financial support to Moville, Salix, and Sergeant Bluff for planning and design related services by David Gleiser, Community & Economic Development. Copy filed.
- 12c. An update on Rural Workforce Housing Project by David Gleiser, Community & Economic Development. Copy filed.
- 13. The Board heard reports on committee meetings.
- 14. There were no citizen concerns.
- 15. Board concerns were heard.

The Board adjourned the regular meeting until July 28, 2020.

Meeting sign in sheet. Copy filed.



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

JUL 20 2020 PM 2:16

Fiscal Year Ending June 30, 2020

SHERIFF'S REPORT

Statement of unadjudicated Condemnation funds now being held by the Woodbury County Sheriff's Office in accordance with Section 331.656 of the Code of Iowa.

I, David Drew, hereby certify that the following is a statement of all unadjudicated Condemnation funds now being held by the Sheriff's Office in the form of checks payable to the property owners, interested parties and/or attorneys therein, which case is under appeal in the District Court of Woodbury County, Iowa.

DATE RECEIVED BY SHERIFF	TO WHOM DUE	CONDEMNATION DATE	AMOUNT OF CHECK
N/A	N/A	N/A	N/A
TOTAL ON HAND (UNADJUDICATED FUNDS)			\$00.00

Respectfully submitted,

David Drew, Sheriff

cc: Woodbury County Auditor, Woodbury County Board of Supervisors, City of Sioux City, Woodbury County Attorney, Sheriff's Department Files



Woodbury County Sheriff's Office

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

DAVID A. DREW, SHERIFF

PHONE: 712.279.6010
E-MAIL: ddrew@woodburycountyiowa.gov
FAX: 712.279.6522

JUL 20 2020 PM 2:16

Fiscal Year Ending June 30, 2020

SHERIFF'S REPORT

Statement of unadjudicated Condemnation funds now being held by the Woodbury County Sheriff's Office.

I, David Drew, hereby certify that the following is a statement of all unadjudicated Condemnation funds now being held by the Sheriff's Office in the form of checks payable to the property owner, interested parties and/or attorneys therein, which case is not under appeal.

DATE RECEIVED BY SHERIFF	TO WHOM DUE	CONDEMNATION DATE	AMOUNT OF CHECK
9/04/19	Patterson Family Trust & Woodbury County Treasurer	8/20/19	\$400.00
TOTAL ON HAND:			\$400.00

Respectfully submitted,

David Drew, Sheriff

cc: Woodbury County Treasurer, Woodbury County Auditor, Woodbury County Board of Supervisors, Woodbury County Attorney, Sheriff's Department Files

Office Of The
AUDITOR/RECORDER
Of Woodbury County

PATRICK F. GILL
Auditor/Recorder



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

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

#8a

AUDITOR'S QUARTERLY REPORT

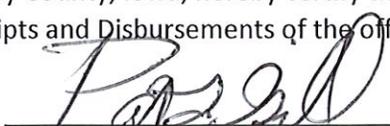
April 1, 2020/ June 30, 2020

Patrick F. Gill, Woodbury County Auditor/Recorder

Payroll Taxes

Beginning Cash Balance	April 1, 2020		
Payroll Taxes		288,359.47	
Other		1,150.83	
Total Beginning Balance			289,510.30
Receipts:			
Payroll Taxes		2,362,704.38	
Interest		96.33	
Other		-	
Total Receipts			2,362,800.71
Total Resources			2,652,311.01
Disbursements:			
Payroll Taxes		2,359,708.47	
Interest Paid to Treasurer		141.15	
Other		-	
Total Disbursements			2,359,849.62
Ending Cash Balance	June 30, 2019		
Payroll Taxes		291,355.38	
Other		1,106.01	
Total Ending Balance			292,461.39

I, Patrick F. Gill, County Auditor/Recorder of Woodbury County, Iowa, hereby certify the above to be a true and correct statement of the Receipts and Disbursements of the office of County Auditor for the 4th Quarter ending 06/30/20.


Patrick F. Gill, County Auditor/Recorder

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

#8b

Date: 07/20/2020 Weekly Agenda Date: 07/28/2020

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

WORDING FOR AGENDA ITEM:

Approve Cigarette Permit for HCI Heritage Express Company - 330th St.

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

Cigarette permits are sold on an annual basis. Our office only issues permits for establishments that are in unincorporated areas of Woodbury County (not inside a city's limits).

BACKGROUND:

This is a renewal of previous permit. Renewal Application received in Auditor's Office 07-09-20.

FINANCIAL IMPACT:

\$50.00 permit fee.

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.

ACTION REQUIRED / PROPOSED MOTION:

Approve a 12-month Cigarette/Tobacco Permit for HCI Heritage Express Company, 1501 330th St., Sloan, Iowa, effective 07/08/20 through 06/30/20.

Instructions on the reverse side

For period (MM/DD/YYYY) 7/8/2020 through June 30, 2021

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA HCI Heritage Express Company
Physical Location Address 1501 330th St City Sloan ZIP 51055
Mailing Address 1501 330th St City Sloan State IA ZIP 51055
Business Phone Number 712 428 6933

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP Ho Chunk Inc
Mailing Address 1 Mission Dr City Winnebago State NE ZIP 68071
Phone Number 402 878 2809 Fax Number _____ Email _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other _____

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Lance Morgan Name (please print) _____
Signature [Signature] Signature _____
Date 7/8/2020 Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50-
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Woodbury County
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

General Instructions

- Fill in the month, day, and year that this application covers.
- All permits expire annually on June 30th.
- A new application must be submitted every year.
- All items must be completed.
- A permit will not be issued until the application is properly completed and approved.

Business Information

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP.
- Fill in the mailing address or PO Box, city, and ZIP.
- Fill in the 10-digit telephone number of the business.

Legal Ownership Information

- Check the legal ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner.

Retail Information

- Check the box for the type of sales at the business.
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued.

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to:
Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (<https://tax.iowa.gov>) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

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

#11

Date: 07/20/20 Weekly Agenda Date: 07/28/20

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

WORDING FOR AGENDA ITEM:

Approve removal of Employee Self Service Time & Attendance from Tyler Contract

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 checked="" type="checkbox"/> |

EXECUTIVE SUMMARY:

During the Tyler implementation process, we determined that we do not need to use the Employee Self Service Time and Attendance (ESS T & A) module and would like to delete it from our contract.

BACKGROUND:

Original contract was approved on 06-26-18 with a 5 year perpetual license that included ESS T & A. The Board approved a change order to remove ESS T & A on 01-21-20. In order to finalize this change, an amendment to the contract needs to be signed to remove the module and its associated costs.

FINANCIAL IMPACT:

Elimination of the \$735.00 annual cost for the 5 year license, including a \$551.25 credit for past payment.

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 amendment to remove Tyler Technologies Employee Self Service Time & Attendance.

ACTION REQUIRED / PROPOSED MOTION:

Approve and receive for signature the amendment to remove Tyler Technologies Employee Self Service Time & Attendance.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Woodbury County, with offices at 620 Douglas St. Rm 103, Sioux City, IA 51101 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 27, 2018 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following Tyler Software as a Service (SaaS) is hereby removed from the Agreement as of the Amendment Effective Date:
 - a. Incode Personnel Management Suite- Employee Self Service Time and Attendance
 - b. As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.
 - c. Client's annual SaaS fees payment obligation commencing on the Amendment Effective Date is hereby reduced by \$735.00 with respect to the removal of the above-listed software.
2. The balance due for Incode Personnel Management Suite- Employee Self Service Time and Attendance is hereby voided, and accordingly invoice # 025-262014, dated 6/10/2019, is hereby credited \$551.25.
 - a. This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

SIGNATURE PAGE TO FOLLOW



Tyler Technologies, Inc.

Woodbury County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1 Investment Summary

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

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Amendment Language Guidelines

Adding SaaS

The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date [Change to Next Quarter if Quarterly]. Payment of fees and costs for such items shall conform to the following terms:

- a. [IF ANNUAL PAYMENT TERM]: The annual SaaS fees payable under the Agreement shall be increased in the amount of \$_____ [if also removing SaaS, add: (\$_____ annual SaaS fee for ADDED, less \$_____ annual SaaS fee for REMOVED)], for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the Amendment Effective Date, prorated for the time period commencing on the Amendment Effective Date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.

[IF QUARTERLY PAYMENT TERM]: As of [Same date as above], the annual SaaS fees payable under the Agreement shall be increased by \$_____ [if also removing SaaS, add: (\$_____ annual SaaS fee for ADDED, less \$_____ annual SaaS fee for REMOVED)], with a quarterly payment increase of \$_____. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.

- b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

Removing SaaS

1. The following Tyler Software as a Service (SaaS) are hereby removed from the Agreement as of [DATE]:

- a. [SOFTWARE MODULES]

As of such date, Client's right to access the above-listed software is terminated, as are Tyler's obligations to maintain, support, host and update such software.

Client's annual SaaS fees payment obligation commencing [DATE] is hereby reduced by \$XX.00 with respect to the removal of the above-listed software.

Adding Licensed Software

The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

- a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
- b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
- c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
- d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.

Removing Licensed Software

The [insert name of software] Tyler Software is hereby removed from the Agreement as of [the Amendment Effective Date or date certain].

- a. Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

Issuing Credit – **ONLY IF REQUESTED AND WITH APPROVAL**

In recognition of license fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$_____. At Client's direction, Tyler will apply the credit issued herein to software license fees payable to Tyler for any Tyler Software Products hereafter acquired by Client.

In recognition of [services, maintenance, etc.] fees paid to Tyler for such software, Tyler hereby issues to Client a credit of \$_____. Client may apply such credit, in its discretion, to any fees due to Tyler under the Agreement.

This Amendment, upon execution, shall serve as Client's documentation for the credit issued (the executed Amendment is your credit invoice from Tyler).

[IF GIVING CREDIT OR WAIVING INVOICE AND CLIENT HAS OUTSTANDING BALANCE]: Upon execution, Client agrees to immediately pay all outstanding undisputed balances owed Tyler. Failure to pay such balances may result in suspension of delivery of services by Tyler as authorized by the contact between you and us.

[IF ADDING SOFTWARE]

In recognition of license fees paid to Tyler for the _____ software, Tyler hereby issues to Client a credit of \$_____. Tyler will apply the credit issued herein to the License Fees set forth in Section _____ below, and at the Client's direction will apply the remaining credit of \$_____ issued herein to software license fees payable to Tyler for any Tyler Software Products hereafter acquired by Client.

+

License Fees. The license fee of \$_____ for the Tyler _____ software, as shown on the sales quotation attached hereto as Exhibit 1, shall be paid in full by application of the credit issued pursuant to Section _____ above when Tyler makes the _____ software available for download for Client (for the purpose of this Amendment, the "Available Download Date").

Or

The software license fee of \$_____ for the _____ Tyler Software shall be partially paid by the credit issued pursuant to paragraph _____ of this Amendment. Tyler shall invoice Client the remaining software license fees of \$_____ when Tyler has made the [same software as before] Tyler Software available to Client for downloading.

Waiving Fees, Reducing Invoices

The balance due for [Tyler Software] is hereby voided, and accordingly invoice #_____, dated _____, is hereby credited \$_____.

Adding Conversion (Payment Terms)

Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.

Removing Conversions (Don't include \$ if conversions rolled into other fees eg. annual SaaS)

The following unused conversions are hereby removed from the Agreement:

- a. [Conversion Name], at a contract price of \$_____;

Adding Implementation Days

[number of days, (#)] Implementation days/hours, totaling \$_____ (at a rate of \$_____ per day/hour), are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. Services added to the Agreement pursuant to this Amendment, plus expenses, will be invoiced as provided and/or incurred.

Reassigning Implementation Days

The _____ (#) Implementation days that were previously assigned to [software module] are hereby reassigned to be used for [software module].

Changing Statement of Work

Exhibit E (Statement of Work), Section _____, shall be amended to _____ as follows:

Adding a Statement of Work

The Statement of Work for _____ products attached hereto as Exhibit _____ is hereby incorporated into the Agreement as Exhibit _____, Attachment _____.

Adding Other Fixed Price Services

Other Fixed Price Services: Other fixed price services are invoiced upon delivery of the service.

Adding Modification

The _____ Modification with Tyler Specification Reference number _____, at a contract price of \$_____, is hereby added to the Agreement. The modification will conform to the description contained in the specification document provided to Client on or about _____. Payment for the items added to the Agreement pursuant to this Amendment shall conform to the terms of Exhibit B of the Agreement.

Swapping Software but Not Pricing

The _____ Tyler Software is hereby added to the Agreement upon execution of this Amendment. The pricing for such Tyler Software is equivalent to and shall be in lieu of the pricing for _____ as stated in Exhibit A (Investment Summary) of the Agreement.

Add Disaster Recovery (Add Exhibit)

[Payment Term]: Year 1 annual Disaster Recovery fees, prorated for a time period commencing upon our receipt of your data and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due upon our receipt of your data. Subsequent annual Disaster Recovery fees are invoiced annually in advance. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

Changing SOW Dates

Exhibit E (Statement of Work), Section _____, is hereby amended as follows:

1. Phase 1, ____
 - Start Date –
 - Go-Live

IF PAYMENT TERMS TIED TO SOW DATES:

Exhibit B (Invoicing and Payment Policy), Section ____, is hereby amended as follows:

- a) [adjust license and/or maintenance fee payment term that references corresponding SOW date].

Adding API

The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:

- a) Year 1 annual API fees, prorated for a time period commencing upon the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due upon the execution date of this Amendment. Subsequent annual API fees are invoiced annually in advance.

Our APIs are based on standard RESTful web services. If you have purchased any APIs, we will provide you with all related then-current documentation and, upon reasonable request, agree to verify that those web service based APIs are functioning consistent with the then-current documentation. If they are not so functioning, we will identify the root cause and, if we are the source of the root cause, we will resolve it for no additional fee beyond your then-current maintenance and support fees. If we are not the root cause, or if other support is requested by a third party on your behalf, then we will notify you of such request, provide you with an opportunity to approve or deny Tyler's acceptance of that support call and any related services, and/or quote to you the hours we expect our response to the support call to require at our then-current support service rates, as applicable. We will provide any requested and approved support on that time and materials basis. We are under no obligation to accept support calls from third parties on your behalf.

Adjusting Budget (only at client request)

The overall Agreement budget, not including any applicable travel expenses, is hereby reduced by \$_____ upon the Amendment Effective Date.

Adding Third-Party Software needing EULA

DocOrigin Software is used as a component in Tyler's Tyler Forms Processing software. Accordingly, your use of DocOrigin software is subject to the end user license agreement attached as Exhibit 2 to this Amendment and hereby added to the Agreement as of the Amendment Effective Date.

Your use of [BMI, Quatred] software, hardware and services are subject to the end user license agreement attached as Exhibit 2 to this Amendment, and such items are hereby added to the Agreement as of the Amendment Effective Date.

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

Date: 7/21/2020 Weekly Agenda Date: 7/28/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director of Emergency Services

WORDING FOR AGENDA ITEM:

Emergency Services is requesting approval to begin the process to purchase new turnout gear.

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:

Emergency Services is requesting approval to begin the process to purchase new turnout gear.

BACKGROUND:

During the FY21 budget preparations, Emergency Services submitted, and it was received to purchase new turnout gear to be compliant with insurance work comp carrier guidelines.

FINANCIAL IMPACT:

The cost to purchase new turnout gear is \$25,000.00.

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

Yes No

RECOMMENDATION:

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors grant approval to proceed with the purchasing process for new turnout gear.

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors make the motion to approve Woodbury County Emergency Services begin the purchasing process to purchase new turnout gear.

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

Date: 7/21/2020 Weekly Agenda Date: 7/28/2020

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director of Emergency Services

WORDING FOR AGENDA ITEM:

Emergency Services is requesting approval to begin the process to purchase a new rescue truck.

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Emergency Services is requesting approval to begin the process to purchase a new rescue truck.

BACKGROUND:

During the FY21 budget preparations, Emergency Services submitted and it was received to replace one rescue truck Unit# 206, the 2015 Chevrolet Silverado, one ton, 4x4 crew cab with 125,124 miles.

FINANCIAL IMPACT:

The cost to replace the rescue truck is \$53,000.00. This includes the purchase of the truck, signage and radios.

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

- Yes
- No

RECOMMENDATION:

Woodbury County Emergency Services recommends the Woodbury County Board of Supervisors grant approval to proceed with the purchasing process to purchase a new rescue truck.

ACTION REQUIRED / PROPOSED MOTION:

The Woodbury County Board of Supervisors make the motion to approve Woodbury County Emergency Services begin the purchasing process to purchase a new rescue truck.

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

#13

Date: 7-22-20 Weekly Agenda Date: 7-28-20

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Board of Supervisor - Rocky De Witt

WORDING FOR AGENDA ITEM:

Approval to allocate funds for inventory of certain assets per county policy

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

Inventory of mobile assets on annual basis.

BACKGROUND:

Per county policy, there needs to be, at minimum, a partial inventory of assets. Primarily road-going equipment from all county departments. There has not been an audit since at least 2013.

FINANCIAL IMPACT:

Actual cost of audit to be performed by State of Iowa Auditor's Office.

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 funds for State to perform partial audit.

ACTION REQUIRED / PROPOSED MOTION:

Move Approval

FIXED ASSET INVENTORY POLICY

Board approved February 18, 1997
Policy Change – Board approved August 11, 1998
Policy Revision – Board approved February 5, 2013

POLICY

It is the policy of Woodbury County to have a comprehensive fixed asset inventory system. The Woodbury County Auditor shall be responsible for developing, implementing, and maintaining the fixed asset inventory.

SCOPE

All property of Woodbury County, which is non-consumable, has a value exceeding the threshold per fixed asset classification defined below, and a life expectancy of more than one year, shall be included in the fixed asset inventory.

CLASSIFICATION/THRESHOLD

Fixed assets shall be classified in one of the five major groups of land, building, improvements other than buildings, machinery and equipment, and construction in progress. An asset will not be reported in the General Fixed Asset Account Group (GFAAG) unless the value of the asset is equal to or exceeds the following threshold by classification:

<u>Classification</u>	<u>Threshold</u>
Land	any land retained for County use
Buildings*	\$ 5,000
Improvements other than buildings	\$50,000
Machinery and Equipment	\$ 5,000
Construction in progress	any construction amount incurred during a fiscal year meeting the above thresholds

*Improvements to buildings will only be capitalized if deemed a major improvement or addition.

REQUIRED DATA

At a minimum, the following data must be captured for each asset purchased from all funding sources; the department, location, serial number or other identification number, purchase date, manufacturer, date received, cost, funding source, vendor name the item was purchased from, date sold/traded, trade/savage amount.

VALUATION

Fixed assets purchased with governmental fund expenditures should be recorded at historical cost and reported in the GFAAG. The amount in GFAAG should equal the purchase price or construction costs plus other costs necessary to place the asset into intended use.

Trade-ins*	new asset is reported at its fair market value (cash plus trade-in allowance) per generally accepted accounting principles; the value reported in the governmental fund purchasing the asset will use the "net" method; in the "net method, value equals the cash paid.
Gifts	assets given to the County will be reported in GFAAG at fair market value (an amount determined mutually by the seller and purchaser).

*Invoices for trade-ins should indicate the purchase price and trade-in amount allowed.

PHYSICAL INVENTORY

Physical inventories will be taken at least, every two years of fixed assets purchased from all funding sources, and the results of the physical inventory reconciled to the County's fixed asset records reported in the financial statements. The Board of Supervisors shall be responsible for completing the physical inventory for the county.

PURPOSE

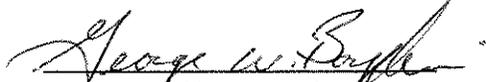
The purpose of this policy is:

- A. To comply with Governmental Accounting, Auditing, and Financial Reporting (GAAFR).
- B. To have an inventory of Woodbury County property for the purpose of better management of County assets.
- C. To have inventory data available in the event of fire or other natural disaster.

Board Approved: 02/05/2013

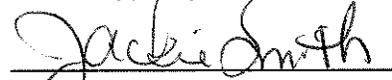

Larry D. Clausen, Chairman

WOODBURY COUNTY BOARD OF SUPERVISORS


George Boykin, Supervisor


David Tripp, Supervisor


Mark Monson, Supervisor


Jaclyn Smith, Supervisor

Attest: 
Patrick F. Gill, County Auditor