

Consent Agenda

December 20, 2022

MET IN REGULAR SESSION

The Board of Supervisors met in regular session at 10:00 A.M. All members, except Supervisor Grobe present. Chairman Wichman presiding.

PLEDGE OF ALLEGIANCE

1. CONSENT AGENDA

After discussion was held by the Board, a motion was made by Schultz, and second by Shea, to approve:

- A. December 13, 2022, Minutes as read.

UNANIMOUS VOTE . Motion Carried.

2. SCHEDULED SESSIONS

Motion by Shea, second by Schultz, to open Public Hearing on proposed preliminary plat of RMP 87 Development LLC, a subdivision situated in Hardin Township; and to approve and authorize Board to sign **Planning and Zoning Resolution No. 2022-10**.

Roll Call Vote: **AYES: Wichman, Belt, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Belt, to close public hearing.

Roll Call Vote: **AYES: Wichman, Belt, Schultz, Shea. Motion Carried.**

Motion by Schultz, second by Shea, to approve and authorize Board to sign **Planning and Zoning Resolution No. 2022-10**.

PLANNING AND ZONING RESOLUTION NO. 2022-10

WHEREAS, the proposed preliminary plat and supporting documents for **RMP 87 DEVELOPMENT LLC**, a subdivision situated in **Hardin Township**, has been filed with the Pottawattamie County Planning and Zoning Commission for its study and recommendation under **Case #SUB-2022-03**; and

WHEREAS, said Commission conducted a public hearing on **November 21, 2022**, in accordance with Chapter 9.04 of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa, and has given all parties an opportunity to be heard; and

WHEREAS, after careful study and being thoroughly familiar with the involved real estate and the surrounding area, said Commission has submitted its written recommendation to this Board to approve the preliminary plat; and

WHEREAS, this Board conducted a public hearing on **December 20, 2022** in accordance with the above-noted Ordinance and Statute, and has examined the proposed preliminary plat; and

WHEREAS, after careful study, and due consideration this Board has determined that the proposed preliminary plat conforms to the requirements of Chapter 9.01-9.30. Subdivision Ordinance of the Pottawattamie County, Iowa, Code; the Pottawattamie County, Iowa, Land Use Plan and Chapter 354, Code of Iowa, and has deemed it to be in the best interest of Pottawattamie County, Iowa, to concur with the County’s Planning and Zoning Commission’s recommendation:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF POTTAWATTAMIE COUNTY, IOWA: That the proposed preliminary plat of **RMP 87 DEVELOPMENT LLC and cul-de-sac length variance**, be, and the same is hereby approved as the preliminary plat of said subdivision.

Provided however, that this Resolution shall not be construed as being a final acceptance or approval of said Plat with the meaning of Chapter 9.01-9.30, Subdivision Ordinance, of the Pottawattamie County, Iowa, Code and Chapter 354, Code of Iowa; that after completion of all improvements and satisfaction of all requirements for final plats required by the State and County Ordinances and this Resolution, the final plat shall be submitted to this Board for its consideration.

PASSED AND APPROVED December 20, 2022.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT
_____	○	○	○	○
Tim Wichman, Chairman				

_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Scott Belt				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Lynn Grobe				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Justin Schultz				
_____	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Brian Shea				

Attest: _____
 Becky Lenihan, Finance & Tax Officer
 Pottawattamie County, Iowa

RECORD: After Passage

Roll Call Vote: **AYES: Wichman, Belt, Schultz, Shea. Motion Carried.**

Matt Wyant/Director, Planning and Zoning and/or Maria Sieck/Administrator, Public Health and Representatives from Field Day Development and Alley Poyner Macchietto Architecture appeared before the Board to give an update on the status of Public Health Building Project. Discussion only. No action taken.

Kami Willet and Bernie Bolton, Board members for the East Pottawattamie Soil and Water Conservation appeared before the Board to discuss the beaver issue in the county. Discussion only. No Action Taken.

Motion by Belt, second by Shea, to approve and authorize Board to sign **Resolution No. 76-2022** entitled: TOWNSHIP TRUSTEE AND CLERK COMPENSATION.

**RESOLUTION NO. 76-2022
 TOWNSHIP TRUSTEE AND CLERK COMPENSATION**

WHEREAS, the Pottawattamie County Board of Supervisors currently authorizes that all Township Trustees and Clerks be compensated at the rate of \$40.00 per meeting, and **WHEREAS**, all Trustees are expected to attend a minimum of three (3) meetings per fiscal year (Budget, Pre-budget, and Financial Report). The number of county paid meetings may only be exceeded in any particular fiscal year by prior approval of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Pottawattamie County Board of Supervisors authorized the following Compensation and number of meetings effective January 1, 2023:

1. All Township Trustees will be compensated \$40.00 for each official meeting they attend. Trustees are expected to attend a minimum of three (3) meetings per fiscal year (Budget, Pre-budget, and Financial Report). The number of county paid meetings may only be exceeded in any particular fiscal year by prior approval of the Board of Supervisors.
2. All Township Clerks will be compensated \$40.00 per meeting they attend. Clerks are expected to conduct one work session per month at which they updated township receipts, disbursements, and other official records. Only Township Clerks will be compensated for said work sessions and said sessions are limited to twelve (12) per fiscal year. All Township Clerks will also be compensated for up to an additional three (3) official meetings per year (Pre-budget, Budget and Financial Report). Said compensation shall not exceed \$600.00 per fiscal year.
3. All Township Trustees and Clerks shall turn in their completed timesheets to the County auditor’s Office. Payment shall be made at the end of each quarter for meetings attended during that quarter.

Approved this 20th day of December 2022.

	ROLL CALL VOTE			
	AYE	NAY	ABSTAIN	ABSENT

Tim Wichman, Chairman	O	O	O	O

Scott Belt	O	O	O	O

Lynn Grobe	O	O	O	O

Justin Schultz	O	O	O	O

Brian Shea	O	O	O	O

ATTEST: _____

Becky Lenihan, Finance & Tax Officer

Roll Call Vote: **AYES: Wichman, Belt, Schultz, Shea. Motion Carried.**

3. OTHER BUSINESS

Motion by Schultz, second by Shea, to approve the policy on Leave Balance Payout for Elected Officials. UNANIMOUS VOTE. Motion Carried.

Motion by Schultz, second by Shea, to approve ARPA funds for Small Town Projects as follows: \$125,000 to each town.

UNANIMOUS VOTE. Motion Carried.

4. RECEIVED/FILED

A. Salary Action(s):

- 1) Conservation– Employment of Coy Wiederholt, Charles Menefee, Brett Zarantonello, Toni Henderson, Kevin Hess, Gabor Czako, Dennis Schaeppi and Jacqueline Ericson as Ski/Snowboard Instructors.
- 2) Conservation – Employment of Troy Parra as a Snowmaking Team Member.
- 3) Conservation – Employment of Warren Summers as a Rental Shop Team Member.
- 4) SWI Juvenile Detention Center – Employment of Armando Chavez as a part-time Youth Correction Worker.
- 5) Sheriff – Payroll status change for John Cool.
- 6) Jail – Payroll status changes for Brad Perdue, Garrett Lembke, Hunter Dysart, Bailey Ceder, Joseph McElroy, and Andrew Krueger.

B. Report (s):

- 1) Capital Plan 2022-2023 Summary.

C. Out of State Travel Notification:

- 1) GIS – Out of State Travel Notification for Jamie Petersen.

5. PUBLIC COMMENTS

No Public Comments

6. CLOSED SESSION

Motion by Schultz, second by Belt, to go into Closed Session pursuant to Iowa Code 20.17.(3) for discussion and/or decision on labor negotiations/collective bargaining matters.

Roll Call Vote: **AYES: Wichman, Belt, Schultz, Shea. Motion Carried.**

Motion by Shea, second by Schultz, to go out of Closed Session.

Roll Call Vote: **AYES: Wichman, Belt, Schultz, Shea. Motion Carried.**

7. BUDGET STUDY SESSION

Mitch Kay/Director, Finance and Budget appeared before the Board for a Budget Study Session. Discussion only. No Action Taken.

8. ADJOURN

Motion by Shea, second by Belt, to adjourn meeting.

UNANIMOUS VOTE. Motion Carried.

THE BOARD ADJOURNED SUBJECT TO CALL AT 1:10 P. M.

Tim Wichman, Chairman

ATTEST: _____

Becky Lenihan, Finance & Tax Officer

APPROVED: December 27, 2022

PUBLISH: X

Scheduled Sessions

**David Bayer/Chief Information Office,
Information Technology**

Discussion and/or decision on Board Chairman signing
Tyler Termination Agreement for Executime Project.

Termination Agreement and Mutual Release

This Termination Agreement and Mutual Release (the "Termination Agreement") is entered into as of this ____ day of _____ 2022 (the "Effective Date") between Tyler Technologies, Inc. ("Tyler"), with offices at 1 Tyler Drive, Yarmouth, Maine 04096 and Pottawattamie County, Iowa, with offices at 227 South 6th Street (individually, the "County" and collectively with Tyler, the "Parties").

WHEREAS, Tyler and County are parties to an agreement dated August 20, 2021 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties agree to terminate the Agreement for convenience;

NOW THEREFORE, in consideration of mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Termination.** The Agreement is hereby terminated for convenience, and the County license to the software is revoked, and Tyler's obligations to implement, support, update, and maintain such software are terminated. Upon receipt of this executed Termination Agreement, Tyler will issue a credit to invoices 025-349001 in the amount of \$10,334.25, 025-370099 in the amount of \$24,802.20, 025-0370654 in the amount of \$41,705.00, 025-378340 in the amount of \$ 9,186.00, and 025-370654 in the amount of \$4,390.00 for a total amount of \$90,417.45 to Client's account.
- 2. Mutual Release.** Except as otherwise set forth in this Termination Agreement, and without any further action of the Parties, the Parties hereby unconditionally release and forever discharge one another and their subsidiaries or affiliated entities, subdivisions, affiliated subdivisions, officials, directors, officers, employees, agents, attorneys, insurers, and representatives, and any and all predecessors, successors or assigns thereof, from any and all potential claims, demands, obligations, judgments, orders, agreements, losses, damages, attorney's fees, expenses, liabilities or causes of action of any kind, whether known or unknown, arising out of or relating to the Agreement, the activities performed or to be performed pursuant to or in connection with the Agreement, and the contracting process relating to the Agreement. Neither party shall bring any claim in any court or with any administrative agency relating to the Agreement, the activities performed or to be performed pursuant to or in connection with the Agreement, or the contracting process relating to the Agreement.
- 3. Non-Disparagement.** The Parties agree not to disparage the other with respect to the Agreement, the performance of each party thereunder, and other matters that are the subject of this Termination Agreement and the mutual releases contained herein. Notwithstanding the provisions of this Section 3, the Parties may disclose that the Agreement was mutually and amicably terminated.

- 4. Representations.** Execution of this Termination Agreement is not an admission of liability by either Party. The terms of this Termination Agreement are contractual and not mere recitals, and each party has relied on its own belief, judgment, and knowledge as to the nature and extent of its own claims and rights and not on any representation or statement with regard thereto made by or on behalf of any of the other parties.
- 5. Authority.** Each party represents that it has all power and authority necessary to enter into and perform this Termination Agreement, and that it has consulted and been represented by counsel of its choice in entering into this Termination Agreement.
- 6. Entire Agreement; Governing Law.** This Termination Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no other agreement, understanding, or representation of or by the Parties relating to the subject matter hereof made at any time prior to or contemporaneously with the signing of this Termination Agreement shall be effective for any purpose except as set forth herein. This Termination Agreement shall be governed by the laws of Iowa, without regards to its rules on conflicts of law.
- 7. Counterparts.** This Termination Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement and Mutual Release as of the Effective Date.

TYLER TECHNOLOGIES, INC.

Pottawattamie County, IA

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

David Bayer/Chief Information Office, Information Technology

Discussion and/or decision on funding of quote for replacement Timeclocks.



Quote#: Q-146762
Expires: 30 Dec, 2022
Sales Executive: David Yacoubian

ORDER FORM

Order Type: Quote
Date: 14 Dec, 2022

Bill To Contact:

Bill To: POTTAWATTAMIE COUNTY
227 S 6TH STREET
COUNCIL BLUFFS, IA 51501 USA

Ship To Contact: David Bayer

Ship To: POTTAWATTAMIE COUNTY
227 S 6TH STREET
COUNCIL BLUFFS, IA 51501 USA

Ship to Phone: (712) 328-4882
Ship to Mobile:
Contact: David Bayer
Email: david.bayer@pottcounty-ia.gov

Currency: USD
Customer PO Number:
Solution ID: 6087847
Term: Co-Term
Billing Start Date: Upon Signature of Order Form

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Order Notes:

This order entered into between the Customer and Kronos SaaShr, Inc., a UKG company, is subject to the terms and conditions of the Master Agreement Reference #18221 dated March 18th, 2019 between the Lead Agency (acting as "Owner") and Kronos SaaShr, Inc. (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18221").

Equipment Purchase

Billing Frequency: Invoiced Upon signature of the Order form

Item	Quantity	Unit Price	Total Price
KRONOS INTOUCH DX,SMART CARD	7	USD 3,321.74	USD 23,252.18
Total Price			USD 23,252.18

Hardware Support

Billing Frequency: Invoiced Upon signature of the Order form

Item	Duration(Months)	Total Price
Depot Exchange Support Service	12	USD 2,100.00
Total Price		USD 2,100.00



Accessories

Billing Frequency: Invoiced Upon the Signature of the order form

Item	Quantity	Unit Price	Total Price
WI-FI OPTION,INTOUCH H4/DX	7	USD 300.00	USD 2,100.00
NORTH AMERICA POWER ADAPTER FOR EXTERNAL OUTLET, INTOUCH DX	7	USD 0.00	USD 0.00
Total Price			USD 2,100.00

Quote Summary

Item	Total Price
Total Equipment Purchase and Accessories Fee	USD 25,352.18

Item	Total Price
Total Support Fee	USD 2,100.00

POTTAWATTAMIE COUNTY

Kronos SaaShr, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

John Rasmussen/Engineer

Discussion and/or decision to approve project plans for FM-C078(207) - - 55-78; reconstructing L66 from Tamarack Road north 0.41 miles.

Other Business

**Jana Lemrick/Director, Human Resource and
Matt Wyant/Director, Planning and
Development**

Discussion on Employee recognition for completing
NACO High Performance Leadership Academy.

Received/Filed

Office of **No 044856**
Pottawattamie County Treasurer

December 16 2022 for
 Date November 2022

Received from Pottawattamie
County Sheriffs Office

Payor Pottawattamie County Sheriffs
Office

Amount Fifty Five Thousand Two Hundred
Ninety one Dollars & 78/100 \$ 55,291.78

Account to be credited see below

Descriptions of funds see below

Received by AS

Date 12-16-22

November 1, 2022		
Pottawattamie County Sheriffs Office		
Total	Description	Line Item
\$0.00	Bank Interest	
\$3,000.00	Weapon Permits	0001-4-05-1060-600000-000
\$52,291.78	Civil Fees	0001-1-05-1060-441000-000
\$0.00	Outstanding Checks	0001-1-05-1060-440000-000
\$55,291.78	Total Deposit	0001-1-05-1060-820000-000
	\$30,338.69	
	\$24,953.09	total check #222658
	\$55,291.78	total check #222659
		total deposit

Pottawattamie County Sheriff's Office

Report of Fees Disbursed for

11/01/2022 - 11/30/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees disbursed by me from my office for the period 11/01/2022 - 11/30/2022.

Disbursements:

Paid to Others:

State - Weapon Permit Amount	720.00
Refunds; Publication; Sales; Com	554,943.90

Subtotal	555,663.90
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Paid to Treasurer:

Service Fees - Notary Fees; Copy Fees	37,194.11
Postage	3,905.38
Transport - Officer Expenses	5,577.94
Mileage Amount	4,709.35
Report Amount	240.00
County - Weapon Permit Amount	3,000.00
Other - Subpoena	665.00

Subtotal	55,291.78
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Total	610,955.68
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The above information is respectfully submitted on 12/16/2022



Andy Brown
Pottawattamie County, IA

Pottawattamie County Sheriff's Office

Report of Fees Collected for

11/01/2022 - 11/30/2022

I Andy Brown, Sheriff of Pottawattamie County IA., do hereby certify that the following is a correct statement of fees collected by me in my office for the period 11/01/2022 - 11/30/2022.

Receipts:

Service Fees - Notary Fees; Copy Fees	28,527.21
Postage	2,671.09
Transport - Officer Expenses	5,577.94
Mileage Amount	4,536.35
Report Amount	190.00
County - Weapon Permit Amount	2,440.00
State - Weapon Permit Amount	595.00
Refunds; Publication; Sales; Com	373,196.82
Other - Subpoena	665.00
Unapplied	10.00
Total	418,409.41

The above information is respectfully submitted on 12/16/2022



Andy Brown
Pottawattamie County, IA

Public Comments

Closed Session