



NOTICE OF MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS
(JANUARY 31, 2017) (WEEK 5 OF 2017)

NOW LIVE STREAMING!



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Agenda and Minutes also available at
www.woodburycountyiowa.gov

Rocky L. DeWitt 253-0421 rdewitt@woodburycountyiowa.gov	Marty J. Pottebaum 251-1799 mpottebaum@woodburycountyiowa.gov	Keith W. Radig 560-6542 kradig@woodburycountyiowa.gov	Jeremy J. Taylor 259-7910 jtaylor@woodburycountyiowa.gov	Matthew A. Ung 490-7852 matthewung@woodburycountyiowa.gov
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You are hereby notified a meeting of the Woodbury County Board of Supervisors will be held January 31, 2017 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 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

- | | | |
|------------------|---|-------------|
| 4:30 p.m. | 1. Call Meeting to Order – Pledge of Allegiance to the Flag – Moment of Silence | |
| | 2. Citizen Concerns | Information |
| | 3. Approval of the agenda January 31, 2017 | Action |
| | 4. Approval of the minutes of the January 25, 2017 meeting | Action |
| | 5. Discussion and Approval of claims | Action |
| | 6. Board Administration – Dennis Butler
Update on Tax Rate Report | Information |
| | 7. Human Resources – Ed Gilliland
Approval of Memorandum of Personnel Transactions | Action |
| | 8. County Treasurer – Mike Clayton | |
| | a. Approval of resolution for abatement of taxes for the City of Sioux City | Action |
| | b. Approval of resolution for abatement of taxes for V. P | Action |

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|--|-------------|
| 9. Board Administration/Public Bidder – Heather Satterwhite
Approval of Notice of Property Sale Resolution for Parcel #652425 | Action |
| 10. County Auditor – Patrick Gill
Receive County Recorder’s Report of Fees Collected | Action |
| 11. Emergency Services – Gary Brown
Requesting the authorization for the Chairman to sign the ESO Solutions Agreement | Action |
| 12. Secondary Roads – Mark Nahra
Consider award of bids for Project Number L-(M208)—73-97 | Action |
| 13. Board of Supervisors – Matthew Ung
Sioux Rivers Reserve Level Over 25% | Information |
| 14. Board of Supervisors – Jeremy Taylor | |
| a. Region reduction of mental health levy and consequences for budgeting purposes | Information |
| b. Energy reduction items using Energy CAP data | Action |
| c. Allocation of Gaming Revenues for tax relief and a moratorium on non-essential equipment replacement | Action |
| 15. Chairman’s Report | Information |
| a. Siouxland Regional Transportation Planning Association (SRTPA) Policy Board | |
| b. Siouxland Regional Transit System (SRTS) Board of Directors | |
| c. SIMPCO Comprehensive Economic Development Strategy (CEDS) Committee | |
| d. Updated Agenda Request Forms | |
| e. Consent Agenda | |
| 16. Reports on Committee Meetings | Information |
| 17. Citizen Concerns | Information |
| 18. Board Concerns and Comments | Information |
| 19. Budget Review Discussion for FY 2018 | Page |
| a. County Attorney | |
| 1. Administration – General Basic – Tax Supported | 2-4 |
| 2. HIDTA Grant – Non-Tax | 5-6 |
| 3. Edward Bryne Grant – General Basic – Non-Tax | 7-8 |
| 4. Juvenile Division – General Basic – Tax Supported | 9-10 |
| 5. Collections – General Basic – Non-Tax | 11-12 |
| 6. HIDTA Grant – General Basic – Non-Tax | 13-14 |
| 7. Jury & Witness Fees – General Supplemental – Tax Supported | 15 |
| 8. County Attorney Forfeiture – Non-Tax | 16-18 |
| b. Discussion/Action of Wage Plan Salaries – All Funds – Tax Supported | |
| c. Supervisors | |
| 1. Infrastructure/Economic Development – Non-Tax
Woodbury County Fair – Non-Tax | 44-45 |
| 2. Soil Conservation – Rural Basic – Tax Supported | 33-34 |
| d. Amendment to Jail revenue | |

ADJOURNMENT

Subject to Additions/Deletions

CALENDAR OF EVENTS

- TUESDAY, JANUARY 31** **1:30 p.m.** Sioux Rivers Regional Governance Board Meeting, Plymouth County Courthouse Annex Building, 215 4th Ave. S.E., Le Mars, Iowa
- WEDNESDAY, FEBRUARY 1** **12:00 noon** District Board of Health Meeting, 1014 Nebraska St.
- 9:00 a.m.** Loess Hills Alliance Meeting, Loess Hills State Forest Headquarters Pisgah, IA
- THURSDAY, FEBRUARY 2** **8:00 a.m.** ISAC Statewide Supervisors Meeting – Des Moines, Iowa
- MONDAY, FEBRUARY 6** **6:00 p.m.** Board of Adjustment meeting, Board of Supervisors' Chambers
- 6:00 p.m.** Woodbury County Compensation Commission Meeting, Board of Supervisors Chambers
- TUESDAY, FEBRUARY 7** **4:45 p.m.** Veteran Affairs Meeting, Veteran Affairs Office, 1211 Tri-View Ave.
- WEDNESDAY, FEBRUARY 8** **8:05 a.m.** Woodbury County Information Communication Commission, Board of Supervisors' Chambers
- 6:30 p.m.** Woodbury County Solid Waste Agency (Sanitary Landfill) Executive Committee Meeting, Public Safety Center, Climbing Hill
- THURSDAY, FEBRUARY 9** **7:00 p.m.** Siouxland Mental Health Center, Board Meeting, 625 Court Street
- WEDNESDAY, FEBRUARY 15** **10:00 a.m.** Siouxland Center for Active Generations Board of Directors Meeting, 313 Cook Street
- 12:00 noon** Siouxland Economic Development Corporation Meeting, 617 Pierce St.,
- 12:00 noon** SIMPCO Board of Directors, 1122 Pierce St, Sioux City, Iowa
- 6:00 p.m.** County Conference Board Budget Hearing, 8th Floor Courthouse
- THURSDAY, FEBRUARY 16** **11:00 a.m.** Siouxland Regional Transit Systems (SRTS) Board Meeting, SIMPCO Office, 1122 Pierce St., Sioux City, Iowa
- 4:30 p.m.** Community Action Agency of Siouxland Board Meeting, 2700 Leech
- MONDAY, FEBRUARY 20** **8:00 a.m.** Department Head Meeting
- MONDAY, FEBRUARY 27** **6:00 p.m.** Zoning Commission Meeting, Board of Supervisors' Chambers
- 7:30 p.m.** Fair Board Meeting, Woodbury County Fair Office, Fairgrounds, Merville

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

Community Action Agency of Siouxland Board of Directors has one vacancy

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 25, 2017, FOURTH MEETING OF THE WOODBURY COUNTY BOARD OF SUPERVISORS

The Board of Supervisors met on Wednesday, January 25, 2017 at 2:00 p.m. Board members present were Ung, De Witt, Pottebaum, and Radig; Taylor was absent. Staff members present were Dennis Butler, Budget/Tax Analyst, Karen James, Board Administrative Coordinator, Ed Gilliland, Human Resources Director, Abigail Sills, Assistant County Attorney and Patrick Gill, Auditor/Clerk to the Board.

1. The meeting was called to order with the Pledge of Allegiance to the Flag and a Moment of Silence.
2. There were no citizen concerns.
3. Motion by Ung second by Pottebaum to approve the Agenda for January 25, 2017. Carried 4-0. Copy filed.
4. Motion by Ung second by Radig to approve the minutes of the January 17, 2017 Board meeting. Carried 4-0. Copy filed.
5. Motion by Ung second by Radig to approve the claims totaling \$813,689.23. Carried 4-0. Copy filed.

Motion by Ung second by Radig to receive for signatures the canvass of the Farmers and Garretson Drainage Districts. Carried 4-0. Copy filed.

Farmers Drainage District Election for Sub-District #2

For the office of **Farmers Drainage District Trustee for Sub-District #2** there were three-thousand, nine-hundred and eighty-four (3,984) ballots cast as follows:

Todd Rand Received three-thousand, nine-hundred and eighty-four (3,984)

We therefore declare **Todd Rand** duly elected to the office of **Farmers Drainage District Trustee for Sub-District #2** for a term of three (3) years (2017, 2018, and 2019).

Farmers Drainage District Election for Sub-District #3

For the office of **Farmers Drainage District Trustee for Sub-District #3** there were three-thousand, five-hundred and thirteen and one-half (3,513.50) ballots cast as follows:

Randy Hunt – Write-in Received three-thousand, two-hundred, and ninety-five (3,295) votes
Charles Nelson – Write-in Received two-hundred, seventeen and one-half (217.50) votes
Ron Wood – Write-in Received one (1) vote

We therefore declare **Randy Hunt** duly elected to the office of **Farmers Drainage District Trustee for Sub-District #3** for a term of three (3) years (2017, 2018, and 2019).

Garretson Drainage District Election for Sub-District #2

For the office of **Garretson Drainage District Trustee for Sub-District #2** there were six-hundred and fifty-nine (659) ballots cast.

Dirk Jon Winkel – Write-In Received four-hundred and thirty-seven (437) votes
Ron Wood – Write-in Received one-hundred and four (104) votes
Randy Hunt- Write-in Received one-hundred and eighteen (118) votes

We therefore declare **Dirk Jon Winkel** duly elected to the office of **Garretson Drainage District Trustee for Sub-District #2** for a term of three (3) years (2017, 2018, and 2019).

Garretson Drainage District Election for Sub-District #3

For the office of **Garretson Drainage District Trustee for Sub-District #3** there were five-hundred and ninety-seven (597) ballots cast.

Ron Kerr Received five-hundred and ninety-seven (597) votes

We therefore declare **Ron Kerr** duly elected to the office of **Garretson Drainage District Trustee for Sub-District #3** for a term of three (3) years (2017, 2018, and 2019).

- 6. Dennis Butler, Budget/Tax Analyst, updated the Board on the FY 2018 tax rate as a result of previous budget reviews. Copy filed.
- 7. Motion by Ung second by Radig to approve letter of support for the Sioux City Art Center’s application to Enhance Iowa for a planned expansion of the Sioux City Art Center with a new Learning Center. Carried 4-0. Copy filed.
- 8. Motion by Ung second by Radig to approve the appointment of Michal Simoni, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 01-26-17, \$17.18/hour. Job Vacancy Posted 12-14-16. Entry Level Salary: \$15.64-\$17.18/hour.; the reclassification of Robert Sorensen, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 02-12-17, \$18.12/hour, 5.5%=\$.94/hour. Per Wage Comparability with AFSCME Courthouse Contract, from Grade 3/Step 3 to Grade 3/Step 4.; and the reclassification of Bradley Carlson, P/T Courthouse Safety & Security Officer, County Sheriff Dept., effective 02-13-17, \$20.06/hour, 10.5%=\$1.95/hour. Per Wage Comparability with AFSCME Courthouse Contract, from Grade 3/Step 4 to Grade 3/Step 5. Carried 4-0. Copy filed.
- 9. Motion by Radig second by Ung to approve the lifting of tax suspension for Phyllis Steinhauer, 138 Deer Run Trail, Climbing Hill, Iowa. Carried 4-0. Copy filed.
- 10. Motion by Ung second by Radig to approve and authorize the Chairperson to sign a Resolution setting the public hearing date a sale date of parcel #004830, 129 Sioux St. Carried 4-0.

**RESOLUTION #12,480
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 19 Block 18, Sioux City Addition, City of Sioux City, Woodbury County, Iowa
(129 Sioux 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 **7th Day of February, 2017 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 **7th Day of February, 2017**, 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 \$156.00** plus recording fees.

Dated this 25th Day of January, 2017.
WOODBURY COUNTY BOARD OF SUPERVISORS
Copy filed.

- 11a. Bids were received for Project #L-(M208)—73-97. The bids are as follows:

L A Carlson, Merrill, IA	\$142,322.00
Midwest Contracting, Marshall, MN	\$127,366.00
Dixon Construction, Correctionville, IA	\$207,381.00
Nelson & Rock Contracting, Onawa, IA	\$195,703.00

Motion by Ung second by Radig to receive the bids and to direct the County Engineer to evaluate the bids and return with a recommendation for award. Carried 4-0. Copy filed.

- 11b. Motion by Ung second by Radig to approve the detour revocation settlement with the Iowa DOT for the use of county routes D22 and L21 as Highway 20 detour routes. Carried 4-0. Copy filed.
- 12a. Motion by Radig second by Pottebaum to approve the Star Control proposal for the Trospen/Hoyt chiller and boiler controls for \$6,948.00. Carried 4-0. Copy filed.
- 12b. Motion by Radig second by Ung to approve the Star Control proposal for the Trospen/Hoyt building automation system upgrade to Allerton System for \$26,129.00. Carried 4-0. Copy filed.
- 12c. Motion by Radig second by De Witt to approve the Star Control proposal for Siouxland District Health HVAC front end system upgrade for \$32,964.00 and to reallocate \$16,000.00 from 2017 CIP #E3-17 and \$17,000.00 from 2017 CIP #E2-17. Carried 4-0. Copy filed.
- 12d. Motion by Radig second by Ung to approve EnergyCap annual hosting services. Carried 4-0. Copy filed.
- 12e. Information was presented on the Woodbury County Law Enforcement Center facility optimization plan by CMBA & Goldberg Group Architects. Copy filed.
- 13. Supervisor Ung presented recommended reductions to the FY18 debt service levy (2017 CIP). Copy filed.
- 14. The Chairperson reported on the day to day activities.
- 15. The Board members reported on their committee meetings.
- 16. There were no citizen concerns.
- 17. Board members presented their concerns and comments.
- 18a. Motion by Ung second by De Witt to receive the County Supervisors Veteran Affairs Administration budget reduced by \$1,450. Carried 4-0.

 Motion by Ung second by De Witt to receive the County Supervisors Veteran Affairs IDVA Grant budget as submitted. Carried 4-0.

 Motion by Ung second by De Witt to receive the County Supervisors Veteran Affairs Assistance budget as submitted. Carried 4-0.
- 18b. Motion by Pottebaum second by Ung to receive the Auditor Recorder/Vital Statistics budget as submitted. Carried 4-0.

 Motion by Ung second by De Witt to receive the Auditor Administration budget as submitted. Carried 4-0.

 Motion by Ung second by Pottebaum to receive the Auditor Election Administration budget as submitted. Carried 4-0.

 Motion by Ung second by De Witt to receive the Auditor Election General Primary Election budget as submitted. Carried 4-0.

Motion by Ung second by De Witt to receive the Auditor Election School Election budget as submitted. Carried 4-0.

Motion by Pottebaum second by Ung to receive the Auditor Election City General Election budget as submitted. Carried 4-0.

Motion by Ung second by De Witt to receive the Auditor Election City Primary Election budget as submitted. Carried 4-0.

Motion by Ung second by De Witt to receive the Auditor Recorder Management budget as submitted. Carried 4-0.

Motion by Ung second by De Witt to receive the Auditor Recorder Electronic Fees budget as submitted. Carried 4-0.

18c. Motion by Ung second by Pottebaum to receive the County Supervisors Refunds budget as submitted. Carried 4-0.

Motion by Ung second by De Witt to receive the County Supervisors Medical Examiner budget reduced by \$31,000.00. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Board of Supervisors Expense budget reduced by \$14,418.00. Carried 4-0.

Motion by Ung second by De Witt to receive the County Supervisors Board Administration budget as submitted. Carried 4-0.

Motion by Ung second by Radig to receive the County Supervisors Public Bidder budget with revenues increased by \$2,000.00. Carried 4-0.

Motion by Ung second by Radig to receive the County Supervisors Mail Services budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Communication Center budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Emergency Management budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Starcom Program budget as submitted. Carried 4-0.

Motion by Radig second by Ung to postpone action to approve the County Supervisors Ambulance Services -SPI budget as submitted. Carried 4-0.

Motion by Ung second by Pottebaum to receive the County Supervisors District Court Operations budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Court Appointment Juvenile budget as submitted. Carried 4-0.

Motion by Pottebaum second by Ung to receive the County Supervisors Risk Management Services budget as submitted. Carried 4-0.

Motion by Radig second by Ung to receive the County Supervisors Hard Rock Gaming Fees - Non Tax budget with \$75,000.00 allocated to the Ag/Expo Center, \$12,760.00 allocated to the Woodbury County Senior Meal Program and Siouxland Regional Transit budget and \$33,320 allocated to the S.R.T.S. program. Carried 4-0.

Motion by Ung second by De Witt to receive the County Supervisors Woodbury County Solid Waste budget as submitted. Carried 4-0.

Motion by Ung second by De Witt to postpone action to receive the County Supervisors Soil Conservation budget as submitted. Carried 4-0.

Motion by Pottebaum second by Ung to receive the County Supervisors Township Officers budget as submitted. Carried 4-0.

Motion by Radig second by Ung to allocate \$15,000.00 of Local Option Sales Tax funds to TSI/Infrastructure Support for FY17. Carried 4-0.

Motion by Radig second by Ung to allocate \$15,000.00 of Local Option Sales Tax funds to TSI/Infrastructure Support for FY18. Carried 4-0.

Motion by Ung second by Pottebaum to allocate \$25,000.00 of Local Option Sales Tax funds to the Siouxland Initiative for FY18. Carried 4-0.

Motion by Ung second by Pottebaum to allocate \$500.00 of Local Option Sales Tax funds to Western Iowa Tourism for FY18. Carried 4-0.

Motion by De Witt second by Ung to postpone action allocate of Local Option Sales Tax funds to the County Fair. Carried 4-0.

Motion by Ung second by De Witt to allocate \$10,474.00 of Local Option Sales Tax funds to the Senior Community Service Employment program for FY18. Carried 4-0.

Motion by Ung second by De Witt to allocate \$15,000.00 of Local Option Sales Tax funds to the SIMPCO Improvement Regional Housing program for FY18. Carried 4-0.

Motion by Ung second by Radig to allocate \$75,000.00 of Local Option Sales Tax funds to the Ag/Expo Center for FY18. Carried 4-0.

Motion by Ung second by Radig to receive the County Supervisors Debt Service Fund budget reduced by \$100,177.00. Carried 4-0.

The Board adjourned the regular meeting until January 31, 2017.

Meeting sign in sheet. Copy filed.

The Running Total: Current Tax Rates for FY 17

Certified budget March 15, 2016

Woodbury County: County-Wide
\$7.45 / \$1,000

-\$0.07

Woodbury County: Rural Unincorporated
\$10.50 / \$1,000

-\$0.14

The Running Total: Current Tax Rates for FY 18

After January 1, 2017 Adjustment*

Woodbury County: County-Wide
\$7.84 / \$1,000

+\$0.39

Woodbury County: Rural Unincorporated
\$11.61 / \$1,000

+\$1.11

**Total department budget requests including improvement items*

The Running Total: Current Tax Rates for FY 18

After January 3, 2017 Adjustment

Woodbury County: County-Wide
\$7.79 / \$1,000

+\$0.34

-\$0.05

Woodbury County: Rural Unincorporated
\$11.56 / \$1,000

+\$1.06

-\$0.05

Major actions: Increased revenue by \$10,000 and reduced expenditures in Treasurer's Office, removed Conservation's improvement request, reduced General Assistance expenditures.

The Running Total: Current Tax Rates for FY 18

After January 10, 2017 Adjustment

Woodbury County: County-Wide
\$7.66 / \$1,000

+\$0.21

-\$0.13

Woodbury County: Rural Unincorporated
\$10.87 / \$1,000

+\$0.37

-\$0.69

Major actions: Reduced Human Services budget, used L.O.S.T. funds to reduce tax askings and also reduced tax askings in Secondary Roads, reduced allocation to District Health and reduced Emergency Services budget and removed improvement request

The Running Total: Tax Rates for FY 18

After January 17, 2017 Adjustment

Woodbury County: County-Wide
\$7.65 / \$1,000

+\$0.20

-\$0.01

Woodbury County: Rural Unincorporated
\$10.76 / \$1,000

+\$0.36

-\$0.01

Major actions: Reduced budgets for Sheriff, Human Resources, and Building Services

The Running Total: Tax Rates for FY 18

After January 25, 2017 Adjustment

Woodbury County: County-Wide
\$7.61 / \$1,000

+\$0.16

-\$0.04

Woodbury County: Rural Unincorporated
\$10.83 / \$1,000

+\$0.33

-\$0.03

Major actions: Reduced budgets for Veteran Affairs, Medical Examiner, Board Expenses, Debt Service and increase in Public Bidder Revenue

**Tax Rates
FY 2018 Proposed**

<u>Fund</u>	<u>FY 2017 Current Tax Rates</u>	<u>Proposed Budget Tax Rates for FY 2018</u>	<u>After 1-3-17 Adjustments</u>	<u>After 1-10-17 Adjustments</u>	<u>After 1-17-17 Adjustments</u>	<u>After 1-24-17 Adjustments</u>	<u>After 1-31-17 Adjustments</u>	<u>After 2-7-17 Adjustments</u>	<u>Pre- Final Review After 2-14-17 Adjustments</u>	<u>Final Review After 2-21-17 Adjustments</u>
General Basic	3.65035	3.79973	3.75144	3.66009	3.65030	3.63817				
General Supplemental	2.81028	2.98892	2.98892	2.94664	2.94664	2.94664				
County Services	0.72650	0.57031	0.57031	0.57031	0.57031	0.57031				
Debt Service	0.26710	0.48154	0.48154	0.48154	0.48154	0.45836				
Total County - Wide Tax Rate	7.45423	7.84050	7.79221	7.65858	7.64879	7.61348	0.00000	0.00000	0.00000	0.00000
Rural Basic	3.04187	3.77437	3.77437	3.21846	3.21846	3.21846				
Total Township Tax Rate	10.49610	11.61487	11.56658	10.87704	10.86725	10.83194	0.00000	0.00000	0.00000	0.00000

<u>Taxable Valuations:</u>	
Rural (Townships)	1,061,320,121
Urban (Cities)	2,967,955,366
Total for County	4,029,275,487
Debt Service	4,321,196,548

Reductions from Proposed New Tax Rates

	<u>Proposed New Tax Rate</u>	<u>Re-Adjusted Tax Rate After Changes</u>	<u>Increase or Decrease</u>
General Basic	3.79973	3.63817	(0.16156)
General Supplemental	2.98892	2.94664	(0.04228)
County Services	0.57031	0.57031	0.00000
Debt Service	0.48154	0.45836	(0.02318)
Total County - Wide Tax Rate	7.84050	7.61348	(0.22702)
Rural Basic	3.77437	3.21846	(0.55591)
Total Township Tax Rate	11.61487	10.83194	(0.78293)

HUMAN RESOURCES DEPARTMENT

MEMORANDUM OF PERSONNEL TRANSACTIONS

DATE: January 31, 2017

* PERSONNEL ACTION CODE:

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

TO: WOODBURY COUNTY BOARD OF SUPERVISORS

NAME	DEPARTMENT	EFFECTIVE DATE	JOB TITLE	SALARY REQUESTED	% INCREASE	*	REMARKS
Amick, Devan	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Avery, Christopher	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Barnes, Samantha	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Byrne, Michael	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Claren, Jr. Fernando	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Cunningham, Steven	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
DenBeste, John	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Fay, Geoffry	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Kolker, Quincy	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Meza, Rosa	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Plendl, Kyle	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Timmer, Amanda	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.
Vandentop, Richard	County Sheriff	1-19-17	Sheriff Reserve Officer	\$1.00/year		A	Per Iowa Code 80D.11.

APPROVED BY BOARD DATE:

ED GILLILAND, HR DIRECTOR:



WOODBURY COUNTY
HUMAN RESOURCES DEPARTMENT

TO: Board of Supervisors and the Taxpayers of Woodbury County

FROM: Ed Gilliland, Human Resources Director

SUBJECT: Memorandum of Personnel Transactions

DATE: January 31, 2017

For the January 31, 2017 meeting of the Board of Supervisors and the Taxpayers of Woodbury County the Memorandum of Personnel Transactions will include:

- 1) County Sheriff (13) Reserve Officers, Appointments.

Thank you

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, City of Sioux City was the titleholder of real estate Parcel #894710380012 located in Woodbury County, Iowa and legally described as follows:

Parcel #894710380012

LL-SC COMM 89-47 PT SE SW 1/4 & PT SW SE 1/4 COM SE COR SW

WHEREAS, the above-stated property has an unpaid balance of taxes for the years payable 2014/15, 2015/16 and 2016/17, and the parcel was owned by the City of Sioux

WHEREAS, these taxes were erroneously assessed, taxed and are unpaid.

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

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

SO RESOLVED this 31st day of January, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

January 20, 2017

TO: BOARD OF SUPERVISORS

FROM: MICHAEL R CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 445.63 BY RESOLUTION

Please abate the taxes that are for parcel 8947 10 380 012 belonging to the City of Sioux City, that was erroneously assessed, taxed and are unpaid. The City of Sioux City is failing to pay the taxes due and are requesting the Board of Supervisors to abate said taxes due.

Taxes payable 2014-15 through 2016-17, total \$2,931.00 plus interest.

See attached documents.

A handwritten signature in black ink, appearing to read "Michael R Clayton". The signature is written in a cursive style with a long horizontal flourish extending to the right.

445.63 Abatement of taxes.

When taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes were owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.

87 Acts, ch 126, §1; 91 Acts, ch 191, §57

Dianne McCall - Re: City Tax Abatement

From: Cheryl Reynolds
To: Dianne McCall
Date: 1/20/2017 9:48 AM
Subject: Re: City Tax Abatement
CC: Nicole DuBois

Diane,

Thank you for the follow up. The City is requesting that you take the necessary steps to have these taxes abated. I believe we agree that this parcel was erroneously taxed (It was City right-of-way), The City will not be paying these taxes.

I understand that this must go before the Board and that you will prepare the necessary document/request to have it placed on their agenda.

Let me know if you need anything else from me.

Thanks
Cheryl

Cheryl Reynolds
City Real Estate Office
405 6th St.
Sioux City, Iowa
Phone: [\(712\) 279-6971](tel:(712)279-6971)
FAX: [\(712\) 279-0183](tel:(712)279-0183)
creynolds@sioux-city.org

>>> Dianne McCall 1/20/2017 9:21 AM >>>

I talked to Cheryl Reynolds at the City and she said she will be sending me an email to have the taxes abated, so I will be submitting that with additional information to the Board for abatement. I told her I would do it as long as they sent me something stating they would not be paying the taxes due because they should not have been assessed in the first place, and want them abated. I believe this is covered by code Sec 445.63.

Dianne McCall
Woodbury County Tax Deputy

>>> Abigail Sills 1/19/2017 10:57 AM >>>

Hi Dianne -

I just wanted to follow up if you'd heard anything on the City of Sioux City requesting the abatement of taxes for the Anita Small property. Last e-mail I saw was you responding to Nicole DuBois about their need to request the abatement.

Thanks!

Abigail Sills
Assistant Woodbury County Attorney

WOODBURY COUNTY, IOWA

RESOLUTION #

RESOLUTION APPROVING ABATEMENT OF TAXES

WHEREAS, Virasack Phonphiboun is the titleholder of a building on leased land Parcel #884730301923 located in Woodbury County, Iowa and legally described as follows:

Parcel #894710380012

SERGEANT BLUFF CITY B/LL LOT 246 LOC 0N P 641374 RAIL ADDN

WHEREAS, the above-stated property has taxes payable including special assessments and the parcel is owned by Virasack Phonphiboun

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

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

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

SO RESOLVED this 31st day of January, 2017.

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor/Recorder

Matthew Ung, Chairman

January 26, 2017

TO: BOARD OF SUPERVISORS

FROM: MICHAEL R CLAYTON, WOODBURY COUNTY TREASURER

RE: TAX ABATEMENT PER SEC 445.16, BY RESOLUTION

Please abate the following building on leased land taxes. These taxes are uncollectable or impractical to pursue collection through personal judgment per sec 445.16 or should not have been assessed.

- 1) VIRASACK PHONPHIBOUN, building on leased land for mobile home that has been removed and junked.
Parcel 8847 30 301 923
Taxes for 2015-2016 and 2016-2017 - \$74.00 plus interest.

A handwritten signature in black ink, reading "Michael R Clayton", with a long horizontal flourish extending to the right.

RECEIPT DETAILS

PARCEL NO: 884730301923 PHONPHIBOUN VIRASACK

Total Taxes: 86.00

Year	Receipt#	1st Half	Penalty	2nd Half	Penalty	Cost	Total
1516	1021965	17.00	4.00	17.00	3.00	4.00	45.00
1617	1022818	20.00	1.00	20.00			41.00
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* Denotes partial payments made

RESOLUTION #**NOTICE OF PROPERTY SALE****Parcel # 652425**

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

**The West 75 feet of Lot numbered 5 in the Auditor's Subdivision of the Northwest Quarter of the Southeast Quarter of Section 26, Township 86 North, Range 44, west of the 5th P.M. in the City of Smithland, Woodbury County, Iowa
(117 E. State 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 **14th Day of February, 2017 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 on the **14th Day of February, 2017**, immediately following the closing of the public hearing to the **City of Smithland only per Code of Iowa 331.361(2)**.
3. That said Board proposes to sell the said real estate to the **City of Smithland only for consideration of \$191.00 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 31st Day of January, 2017

ATTEST:

WOODBURY COUNTY BOARD OF SUPERVISORS

Patrick F. Gill
Woodbury County Auditor
and Recorder

Matthew A. Ung, Chairman

REQUEST FOR MINIMUM BID

Name: Dianne McTeer Date: 6-27-16

Address: _____ Phone: 2678

Address or approximate address/location of property interested in:
117 E State St. Smithland

GIS PIN # 8644 26 405 017

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

Legal Description:
Smithland City of Auditor Subdivision NW SE 26-86-44
W 1/2 Lot 5

Tax Sale #/Date: 01059/2013 Parcel # 6052425

Tax Deeded to Woodbury County on: 12/23/16

Current Assessed Value: Land \$1,700 Building - Total \$1,700

Approximate Delinquent Real Estate Taxes: \$70.00

Approximate Delinquent Special Assessment Taxes: \$7962.00

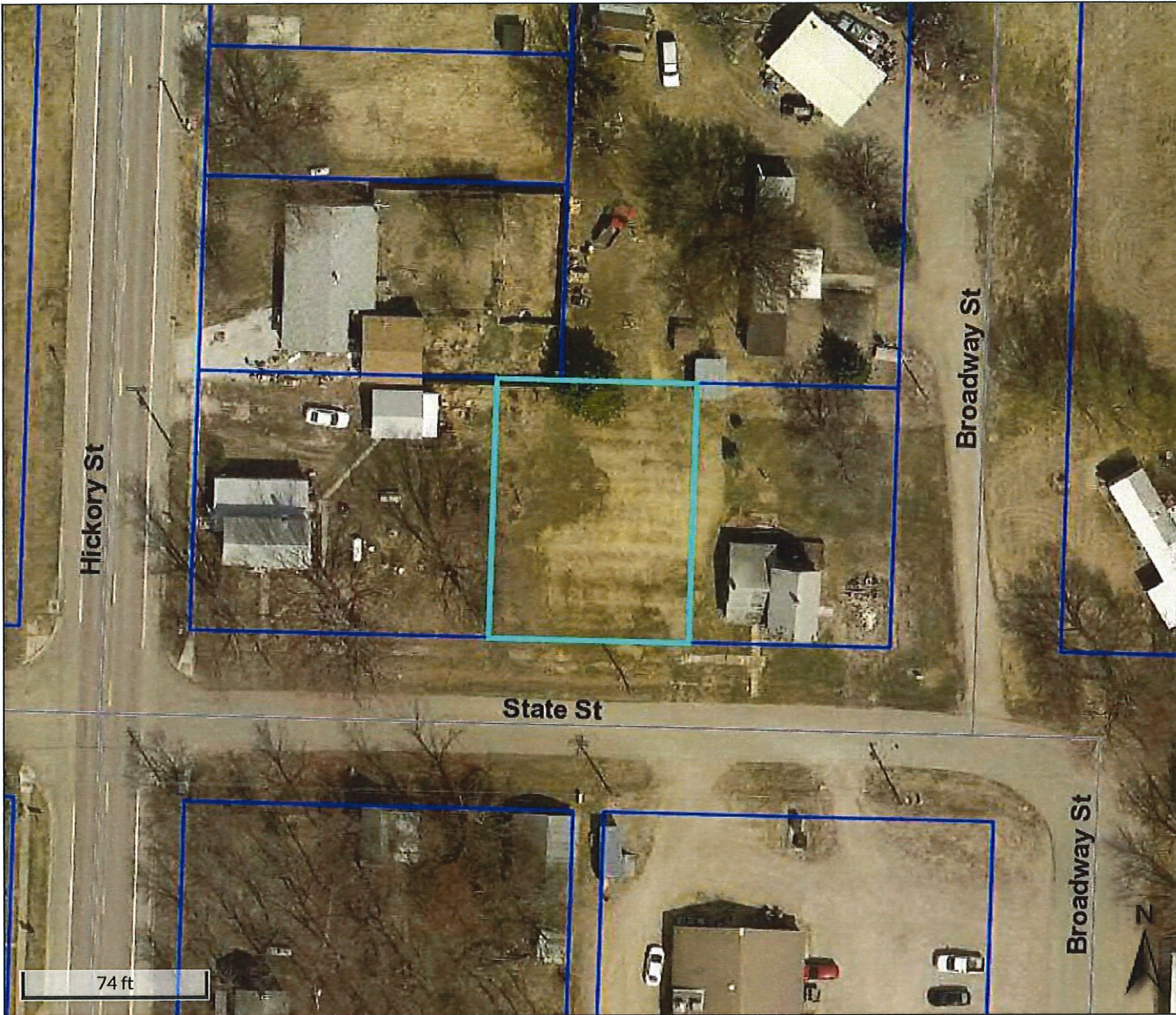
*Cost of Services: \$141-

Inspection to: Jeremy Taylor Date: 6-27-16

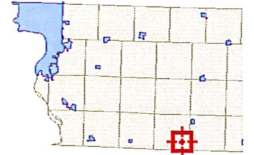
Minimum Bid Set by Supervisor: \$50 plus \$141 for cost of services for a total of \$191-

Date and Time Set for Auction: 7/4/17 @ 4:35

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



Overview



Legend

- Roads
- ▭ Corp Boundaries
- ▭ Townships
- County Residential Sales
- 2014
- 2015
- 2016
- Sioux City Residential Sales
- ▭ Parcels

Parcel ID	864426405017	Alternate ID	00000000652425	Owner Address	WOODBURY COUNTY COURT HOUSE
Sec/Twp/Rng	26-86-44	Class	R		620 DOUGLAS ST
Property Address	117 STATE STE	Acreage	n/a		SIoux CITY 51101
	SMITHLAND				

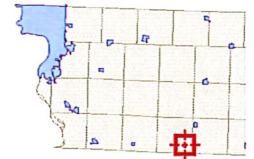
District 073 SMITHLAND LL WESTWOOD COMM
 Brief Tax Description SMITHLAND CITY OF
 AUD SUB DIV NW SE 26
 -86-44 W 1/2 LOT 5

(Note: Not to be used on legal documents)

Date created: 1/25/2017
 Last Data Uploaded: 1/24/2017 10:33:23 PM



Overview



Legend

- Roads
- Corp Boundaries
- Townships
- County Residential Sales
- 2014
- 2015
- 2016
- Sioux City Residential Sales
- Parcels

Parcel ID	864426405017	Alternate ID	00000000652425	Owner Address	WOODBURY COUNTY COURT HOUSE
Sec/Twp/Rng	26-86-44	Class	R		620 DOUGLAS ST
Property Address	117 STATE ST E	Acreage	n/a		SIOUX CITY 51101
	SMITHLAND				
District	073 SMITHLAND LL WESTWOOD COMM				
Brief Tax Description	SMITHLAND CITY OF				
	AUD SUB DIV NW SE 26				
	-86-44 W 1/2 LOT 5				
	(Note: Not to be used on legal documents)				

Date created: 1/25/2017
 Last Data Uploaded: 1/24/2017 10:33:23 PM

COUNTY RECORDER'S REPORT OF FEES COLLECTED
(See Chapter 342, Code)

#10

State of IOWA) SS:
County of WOODBURY)

To the Board of Supervisors of WOODBURY County:

I, DIANE SWOBODA PETERSON, Real Estate/Recorder Deputy of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the period of 10/01/2016 through 12/31/2016 and the same has been paid to the County Treasurer.

	Number of Documents	Fees Collected
R.E. Transfer Tax State-Monthly		54,392.57
County Share R.E. Transfer Tax		23,842.95
Auditor Transfer Fee	1,013	5,745.00
Records Management Fees	3,615	3,688.00
Lien	133	685.00
Deed	968	11,875.00
Mortgage	958	55,037.00
Contract	49	1,690.00
Release/Assignment	1,114	6,710.00
Miscellaneous	262	4,046.20
Claimants	40	435.00
Agreement	56	2,345.00
Elec Tran Fee to State Untransferred (Nov & Dec)		2,402.50
UCC 1 & Addendum	40	640.00
Copy Money-Quarterly		625.00
Vitals Stats State-Monthly		10,490.00
Vitals Stats County-Quarterly		8,417.00
Accts. Receivable Payment-Quarterly		3,622.00
Transfer to Checking Account		368.80
Previous Qtr. Acct. Receivable Balance		(2,098.00)
Bad Check Adjustment—Quarterly		0
Odd Size Documents	19	190.00
Overpayment Fee	29	127.00
Total	8,296	195,276.02

All of which is respectfully submitted.



 DIANE SWOBODA PETERSON Real Estate/Recorder Deputy

Subscribed and sworn to before me by DIANE SWOBODA PETERSON, Woodbury County Real Estate/Recorder Deputy this 19 day of December, 2017.



 PATRICK F. GILL County Auditor

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

#11

Date: 01/23/2017

Weekly Agenda Date: 1/31/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Gary Brown, Director

WORDING FOR AGENDA ITEM:

Requesting the authorization for the Chairman to sign the ESO Solutions Agreement.

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Woodbury County Emergency Services is requesting the authorization for the Chairman of the Woodbury County Board of Supervisors to sign the ESO Solutions Agreement.

BACKGROUND:

On December 20th, 2016 Woodbury County Emergency Services presented and the Woodbury County Board of Supervisors approved the purchase of the ESO Solutions software for the Woodbury County Emergency Services Department and all of the 15 rural EMS ambulance services that provide emergent care in Woodbury County and surrounding areas. This purchases will ensure that all Woodbury County EMS services have the tools available to be compliant with the Iowa Department of Public Health; Bureau of Emergency and Trauma Services (IDPH BETS) data collection guidelines which implemented on 12/31/2016 and also allow for for optimal data collection across the county.

This agreement has been provided to the Woodbury County Attorney's Office and approved for the signature of the Chairman.

This motion provides an opportunity to advance with the newest technology in EMS reporting. This project has the support of the Woodbury County Emergency Medical Services Association which has the representation of all the rural EMS services and Siouxland Paramedics, Sioux City Fire Department, 185th Air Refueling Wing National Guard, Mercy Medical Center and Unity Point St. Luke's.

Historically, when the IDPH BETS requires the EMS data to be collected it is input manually, which is very time consuming and at times difficult. Once the data is delivered to the IDPH BETS the data is seldom, if ever given back to the providers as a tool to enhance EMS response and training at the local level.

This software has the ability to complete the reports in real time, share information with the authorized personnel form those responding via mutual aid to emergency room personnel and physicians.

The cost of Woodbury County purchasing the ESO Software with all of the options is much more cost effective than each EMS Service purchasing the software individually.

FINANCIAL IMPACT:

All of the rural Woodbury County EMS Services have a mutual aid agreement with Woodbury County Emergency Services when they are in need of Basic Life Saving (BLS) and Advanced Life Saving (ALS) care. Woodbury County Emergency Services does not charge the EMS services for tiered assisted calls where only BLS care is needed. However, when Woodbury County Emergency Services ALS skills are needed and the officers responding uses any of the ALS medications the EMS services receive a flat response fee of \$200.00 for those skills. If the squad does not receive payment from the patient, Woodbury County Emergency Services does not collect. The funding for the purchase of the ESO Software will come from this revenue, for the initial purchase and the annual renewal.

Currently, Woodbury County Emergency Services and majority of the rural EMS services utilize Physicians Claims Company (PCC) for their billing and other billing requirements for 10% of what the services collect. PCC is able to work with the insurance companies as far as status of payments and other Medicaid/Medicare requirements.

Ultimately, this revenue will provide the funding to support the ESO Solutions purchase.

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 make the motion to authorize the Chairman of the Board to sign the ESO Solutions agreement as it has been previously approved on 12/20/2016 and reviewed by the Woodbury County Attorney's Office. The funding to make this purchase will be from the revenue collected by the Woodbury County Emergency Services Department on Advance Life Support (ALS) tiered assist calls paid by the rural EMS Services.

ACTION REQUIRED / PROPOSED MOTION:

Woodbury County Board of Supervisors make the motion to authorize the Chairman of the Board to sign the ESO Solutions agreement as it has been previously approved on 12/20/2016 and reviewed by the Woodbury County Attorney's Office. The funding to make this purchase will be from the revenue collected by the Woodbury County Emergency Services Department on Advance Life Support (ALS) tiered assist calls paid by the rural EMS Services.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (the “*Agreement*”) is entered into this ____ day of _____, 20__ (“*Effective Date*”) by and between ESO SOLUTIONS, INC., a Texas corporation with its principal place of business at 9020 N Capital of Texas Highway, Building II-300, Austin, Texas 78759 (“*ESO*”), and Woodbury County Emergency Services, with its principal place of business at 121 Deer Run Trail, Climbing Hill, Iowa 51015, on behalf of itself and those parties listed on Exhibit D (collectively, “*Customer*”) (each a “*Party*” and collectively the “*Parties*”).

WHEREAS, ESO is in the business of providing software services (the “*Services*”) to businesses and municipalities; and

WHEREAS, Customer desires to obtain these Services from ESO for itself and the parties listed on Exhibit D, for whom Customer agrees it possesses all necessary power and authority to execute this Agreement on behalf of, and all upon the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Customer, the Parties mutually agree to the following:

1. **Services.** ESO agrees to provide Customer the Services selected by Customer on Exhibit A attached hereto and incorporated by reference herein. Customer agrees that Services purchased hereunder are neither contingent on the delivery of any future functionality or future features, nor dependent on any oral or written public comments made by ESO regarding future functionality or future features.
2. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate one year after the Effective Date (“*Initial Term*”). THE AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE RENEWAL TERMS OF ONE YEAR, UNLESS ONE PARTY GIVES THE OTHER PARTY WRITTEN NOTICE THAT THE AGREEMENT WILL NOT RENEW, AT LEAST THIRTY (30) DAYS PRIOR TO THE END OF THE CURRENT TERM.
3. **Subscription Fees, Invoices and Payment Terms.**
 - a. **Subscription Fees.** Customer shall pay to ESO the fees for the Services as described in Exhibit A (the “*Subscription Fees*”). ESO may evaluate Customer’s usage and adjust Customer’s invoice based on changes in Customer usage as indicated in Exhibit A. ESO shall have the option to increase pricing, except during the Initial Term, as long as it provides at least sixty (60) days’ notice of such increase to Customer prior to automatic renewal under Section 2 above.
 - b. **Payment of Invoices.** Customer shall pay the full amount of invoices within thirty (30) days of receipt (the “*Due Date*”). Customer is responsible for providing complete and accurate billing and contact information to ESO and to notify ESO of any changes to such information.
 - c. **Disputed Invoices.** If Customer in good faith disputes a portion of an invoice, Customer shall remit to ESO, by the Due Date, full payment of the undisputed portion of the invoice. In addition, Customer must submit written documentation: (i) identifying the disputed amount, (ii) an explanation as to why the Customer believes this amount is incorrect, (iii) what the correct amount should be, and (iv) written evidence supporting Customer’s claim. If Customer does not notify ESO of a disputed invoice by the Due Date, Customer shall have waived its right to dispute that invoice. Any disputed amounts determined by ESO to be payable shall be due within ten (10) days of such determination.
4. **Termination.**
 - a. **Termination by Customer for ESO Default.** If ESO fails to perform a material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from Customer (“*ESO Default*”), Customer may terminate this Agreement without incurring further liability, except for the payment of all accrued but unpaid Subscription Fees. If ESO is unable to provide Service(s) for ninety (90) consecutive days due to a Force Majeure event as defined in Section 16a, *Force Majeure*, Customer may terminate the affected Service(s) without liability to ESO.
 - b. **Termination by ESO for Customer Default.** ESO may terminate this Agreement with no further liability if (i) Customer fails to pay for Services as required by this Agreement and such failure remains uncorrected for five (5) days following written notice from ESO, or (ii) Customer fails to perform any other material obligation under this Agreement and does not remedy such failure within thirty (30) days following written notice from ESO (collectively referred to as “*Customer Default*”). In the event of a Customer Default, ESO shall have the right to (i) terminate this Agreement; (ii) suspend all Services being provided to Customer; (iii) terminate the right to use the Software on the web and/or mobile devices; (iv) apply interest to the amount past due, at the rate of one and one-half percent (1½%) (or the maximum legal rate, if less) of the unpaid amount per month; (v) offset any amounts that are owed to Customer by ESO against the past due amount then owed to ESO; and/or (vi) take any action in connection with any other right or remedy ESO may have under this Agreement, at law or in equity. If ESO terminates this Agreement due to a Customer Default, Customer shall remain liable for all accrued Subscription Fees and other charges. In addition, Customer agrees to pay ESO’s reasonable expenses (including attorney and collection fees) incurred in enforcing ESO’s rights in the event of a Customer Default.
5. **Delivery of Data upon Expiration or Termination of Agreement.** If Customer requests its data within thirty (30) days of expiration of this Agreement, or the termination of this Agreement pursuant to Section 4 above, ESO shall deliver to Customer its data. ESO shall

make reasonable and good faith efforts to accommodate Customer's preference for the type of media for delivery. Customer shall reimburse ESO for the cost of the media on which Customer's data is delivered to Customer.

6. **System Maintenance.** In the event ESO determines that it is necessary to interrupt the Services or that there is a potential for Services to be interrupted for the performance of system maintenance, ESO will use good-faith efforts to notify Customer prior to the performance of such maintenance and will schedule such maintenance during non-peak hours (midnight to 6 a.m. Central Standard Time). In no event shall interruption of Services for system maintenance constitute a failure of performance by ESO.
7. **Access to Internet.** Customer has sole responsibility for obtaining, maintaining, and securing its connections to the Internet, and ESO makes no representations to Customer regarding the reliability, performance or security of any particular network or provider.
8. **Mobile Software.** If Customer elects to use ESO's Mobile Software (the "**Software**"), the provisions of this Section shall apply.
 - a. **Use of Software.** Subject to the terms, conditions and restrictions in this Agreement and in exchange for the Mobile Software Interface Fees and/or Subscription Fees, ESO hereby grants to Customer a non-exclusive, world-wide, non-transferable rights, for the Term of this Agreement, to use and copy (for installation and backup purposes only) the Software to the units for which the Mobile Software Interface has been purchased.
 - b. **Ownership and Restrictions.** This Agreement does not convey any rights of ownership in or title to the Software or any copies thereof. All right, title and interest in the Software and any copies or derivative works thereof shall remain the property of ESO. Customer will not: (i) disassemble, reverse engineer or modify the Software; (ii) allow any third party to use the Software; (iii) use the Software as a component in any product or service provided by Customer to a third party; (iv) transfer, sell, assign, or otherwise convey the Software; (v) remove any proprietary notices placed on or contained within the Software; or (vi) copy the Software except for backup purposes. Customer agrees to keep the Software free and clear of all claims, liens, and encumbrances.
 - c. **Mobile Software Interface Fee.** The Mobile Software Interface Fee is non-refundable. The Software shall be deemed accepted upon delivery to Customer.
 - d. **Title.** ESO hereby represents and warrants to Customer that ESO is the owner of the Software or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of a breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require ESO to either: (i) procure, at ESO's expense, the right to use the Software, or (ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.
9. **Support and Updates.** During the Term of this Agreement, ESO shall provide Customer the support services and will meet the service levels as set forth in **Exhibit B** attached hereto and incorporated herein. ESO will also provide Updates to Customer, in accordance with **Exhibit B**.
10. **Other Services.** Upon request by Customer, ESO may provide services related to the Software other than the standard support described above at ESO's then-current labor rates. This may include on-site consultation, configuration, and initial technical assistance and training for the purpose of installing the Software and training selected personnel on the use and support of the Software. ESO shall undertake reasonable efforts to accommodate any written request by Customer for such professional services.
11. **Indemnification by Customer.** To the extent allowed by law, Customer will defend and indemnify ESO from any and all claims brought by third parties against ESO and will hold ESO harmless from all corresponding losses incurred by ESO arising out of or related to (i) Customer's misuse of the Services and/or Software, (ii) any services provided by Customer to third parties, or (iii) Customer's negligence, inaction or omission in connection with the services it provides to third parties.
12. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST REVENUES OR COST OF PURCHASING REPLACEMENT SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT. ADDITIONALLY, ESO SHALL NOT BE LIABLE TO CUSTOMER FOR ANY ACTUAL DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT THAT ESO HAS, PRIOR TO SUCH TIME, COLLECTED FROM CUSTOMER WITH RESPECT TO SERVICES DELIVERED HEREUNDER; PROVIDED, HOWEVER, THAT THE LIMITATION OF LIABILITY DESCRIBED IN THIS SENTENCE SHALL NOT APPLY IN THE EVENT OF DAMAGES CAUSED BY ESO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR PROTECTION FROM UNAUTHORIZED ACCESS OF CUSTOMER DATA OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION, NOT CONTROLLED BY ESO, THROUGH ACCIDENT OR FRAUDULENT MEANS OR DEVICES. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY WAS SPECIFICALLY BARGAINED FOR AND IS ACCEPTABLE TO CUSTOMER. FURTHER, EACH PARTY'S WILLINGNESS TO AGREE TO THE LIMITATIONS CONTAINED IN THIS SECTION WAS MATERIAL TO ENTERING INTO THIS AGREEMENT.

13. **Acknowledgements and Disclaimer of Warranties.** Customer acknowledges that ESO cannot guarantee that there will never be any outages in ESO network and that no credits shall be given in the event Customer's access to ESO's network is interrupted. THE SERVICES SHALL FUNCTION FREE OF MATERIAL DEFECT AND IN ACCORDANCE WITH THE WRITTEN MATERIALS PROVIDED BY ESO. THE SERVICES ARE PROVIDED "AS IS." UNLESS OTHERWISE SPECIFIED HEREIN, ESO MAKES NO REPRESENTATION OR WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE, OF ANY SERVICE OR SOFTWARE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER (INCLUDING WITHOUT LIMITATION THAT THERE WILL BE NO IMPAIRMENT OF DATA OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE), ALL OF WHICH WARRANTIES BY ESO ARE HEREBY EXCLUDED AND DISCLAIMED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. **Confidential Information.** "Confidential Information" shall mean all information disclosed in writing by one Party to the other Party that is clearly marked "CONFIDENTIAL" or "PROPRIETARY" by the disclosing Party at the time of disclosure or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include any information that (i) was already known by the receiving Party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received from a third person without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing Party.

A recipient of Confidential Information shall not disclose the information to any person or entity except for the recipients and/or its employees, contractors and consultants who have a need to know such Confidential Information. The recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order; provided that the recipient shall take all reasonable steps to give prior notice to the disclosing Party.

Confidential Information shall not be disclosed to any third party without the prior written consent of the owner of the Confidential Information. The recipient shall use Confidential Information only for purposes of this Agreement and shall protect Confidential Information from disclosure using the same degree of care used to protect its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information shall remain the property of the disclosing Party shall be returned to the disclosing Party or destroyed upon request of the disclosing Party. Because monetary damages may be insufficient in the event of a breach or threatened breach of the foregoing provisions, the affected Party may be entitled to seek an injunction or restraining order in addition to such other rights or remedies as may be available under this Agreement, at law or in equity, including but not limited to monetary damages.

15. **General Provisions.**

- a. **Force Majeure.** Neither Party shall be liable to the other, nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is delayed or prevented by reason of Force Majeure, which is defined to mean an event that is beyond the reasonable control of the affected Party and occurs without such Party's fault or negligence.
- b. **Entire Agreement.** This Agreement, including all schedules, exhibits, addenda and any Business Associate Agreement (as that term is used in the Health Insurance Portability and Accountability Act and related regulations) (*see Exhibit C*) are incorporated herein by reference, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement shall be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is asserted.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Iowa without regard to choice or conflict of law rules.
- d. **Arbitration.** Intentionally omitted.
- e. **No Press Releases without Consent.** Neither Party may use the other Party's name or trademarks, nor issue any publicity or public statements concerning the other Party or the existence or content of this Agreement, without the other Party's prior written consent. Notwithstanding, Customer agrees that ESO may use Customer's name and logo in ESO sales presentations, without Customer's prior written consent, during the Term of this Agreement, but only for the purposes of identifying the Customer as a customer of ESO. Likewise, Customer may use ESO's name and logo to identify ESO as a vendor of Customer.
- f. **Aggregate Data Reporting.** Customer hereby grants ESO the right to collect and store its data for aggregate reporting purposes, but in no event shall ESO disclose Protected Health Information ("PHI") unless permitted by law. Moreover, ESO will not identify Customer without Customer's consent.
- g. **Compliance with Laws.** Both Parties shall comply with and give all notices required by all applicable federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of this Agreement.

- h. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right. If Customer has made any change to the Agreement that Customer did not bring to ESO's attention in a way that is reasonably calculated to put ESO on notice of the change, the change shall not become part of the Agreement.
- i. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- j. Taxes and Fees. This Agreement is exclusive of all taxes and fees. Unless otherwise required by law, Customer is responsible for and will remit (or will reimburse ESO for) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and other similar federal, state or local taxes (other than taxes based on ESO's income) assessed in connection with the Services and/or Software provided to Customer under this Agreement.
- k. Independent Contractor. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; or (ii) a relationship of employer and employee between the Parties. ESO is an independent contractor and not an agent of Customer.
- l. Counterparts; Execution. This Agreement and any amendments hereto may be executed by the Parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Execution and delivery of this Agreement and any amendments by the Parties shall be legally valid and effective through: (i) executing and delivering the paper copy of the document, (ii) transmitting the executed paper copy of the documents by facsimile transmission or electronic mail in "portable document format" ("*.pdf*") or other electronically scanned format, or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendments, the execution of which is accomplished through use of an electronic process and executed or adopted by a Party with the intent to execute this Agreement (i.e. "*electronic signature*" through a process such as DocuSign®). In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement of this Agreement is sought.
- m. Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery, or (iv) fax. Notices shall be sent to the addresses above. No Party to this Agreement shall refuse delivery of any notice hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign and have executed this Agreement on the Effective Date first written above.

ESO:

CUSTOMER:

[Signature]

[Signature]

Chris Dillie

[Printed Name]

[Printed Name]

President and CEO

[Title]

[Title]

[Date]

[Date]

EXHIBIT A
SCHEDULE OF SUBSCRIPTION FEES

Customer has selected the following Services, at the fees indicated:

Product	Quantity	Discounts	Total Price	Line Item Description
EHR Suite w/ QM & Mobile 600 - 1,250 Calls	1.00	\$0.00	\$3,290.00	Annual Recurring Cost - Includes unlimited users, live support, state data reporting, Analytics, hospital link-up, continuous weekly web training, free regional user groups, and software upgrades
Cardiac Monitor 600 - 1,250 Incidents	1.00	\$0.00	\$795.00	Annual Recurring Cost - Unlimited cardiac monitors, allows for import of cardiac monitor data
Fax 600 - 1,250 Incidents	1.00	\$113.00	\$0.00	Annual Recurring Cost - Allows for faxing of patient care records to hospitals
Services - Training Travel Costs	1.00	\$0.00	\$1,500.00	One Time Cost - Covers all travel costs associated with training
Services - Training	1.00	\$0.00	\$995.00	One Time Cost

Full Price	\$6,693.00
Sum of Discounts	\$113.00
Grand Total	\$6,580.00

PAYMENT TERMS AND PAYMENT MILESTONES

The subscription year for Services shall begin upon execution of the Subscription Agreement or upon the commencement of active work on software implementation, whichever date comes later. The Subscription Fees are invoiced annually in advance commencing upon execution of this Agreement.

EXHIBIT B
SUPPORT SERVICES AND SERVICE LEVELS

This Exhibit describes the software support services (“*Support Services*”) that ESO will provide and the service levels that ESO will meet.

1. **Definitions.** Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- (a) “*Customer Service Representative*” shall be the person at ESO designated by ESO to receive notices of Errors encountered by Customer that Customer’s Administrator has been unable to resolve.
- (b) “*Error*” means any failure of the Software to conform in any material respect with its published specifications.
- (c) “*Error Correction*” means a bug fix, patch, or other modification or addition that brings the Software into material conformity with its published performance specifications.
- (d) “*Priority A Error*” means an Error that renders the Software inoperable or causes a complete failure of the Software.
- (e) “*Priority B Error*” means an Error that substantially degrades the performance of the Software or materially restricts Customer’s use of the Software.
- (f) “*Priority C Error*” means an Error that causes only a minor impact on Customer’s use of the Software.
- (g) “*Update*” means any new commercially available or deployable version of the Software, which may include Error Corrections, enhancements or other modifications, issued by ESO from time to time to its Customers.
- (h) “*Normal Business Hours*” means 7:00 am to 7:00 pm Monday through Friday, Central Time Zone.

2. **Customer Obligations.**

Customer will provide at least one administrative employee (the “*Administrator*” or “*Administrators*”) who will handle all requests for first-level support from Customer’s employees with respect to the Software. Such support is intended to be the “front line” for support and information about the Software to Customer’s employees. ESO will provide training, documentation, and materials to the Administrators to enable the Administrators to provide technical support to Customer’s employees. The Administrators will refer any Errors to ESO’s Customer Service Representative that the Administrators cannot resolve, pursuant to Section 3 below; and the Administrators will assist ESO in gathering information to enable ESO to identify problems with respect to reported Errors.

3. **Support Services.**

(a) *Scope.* As further described herein, the Support Services consist of: (i) Error Corrections that the Administrator is unable to resolve and (ii) periodic delivery of Error Corrections and Updates. The Support Services will be available to Customer during normal business hours, to the extent practicable. Priority A Errors encountered outside normal business hours may be communicated to the Customer Service Representative via telephone or email. Priority B and C Errors encountered outside normal business hours shall be communicated via email.

(b) *Procedure.*

- (i) *Report of Error.* In reporting any Error, the Customer’s Administrator will describe to ESO’s Customer Service Representative the Error in reasonable detail and the circumstances under which the Error occurred or is occurring; the Administrator will initially classify the Error as a Priority A, B or C Error. ESO reserves the right to reclassify the Priority of the Error.
- (ii) *Efforts Required.* ESO shall exercise commercially reasonable efforts to correct any Error reported by the Administrator in accordance with the priority level assigned to such Error by the Administrator. Errors shall be communicated to ESO’s Customer Service Representative after hours as indicated below, depending on the priority level of the Error. In the event of an Error, ESO will within the time periods set forth below, depending upon the priority level of the Error, commence verification of the Error; and, upon verification, will commence Error Correction. ESO will work diligently to verify the Error and, once an Error has been verified, and until an Error Correction has been provided to the Administrator, shall use commercially reasonable, diligent efforts to provide a workaround for the Error as soon as reasonably practicable. ESO will provide the Administrator with periodic reports on the status of the Error Correction on the frequency as indicated below.

Priority of Error	Communicating Error to ESO outside Normal Business Hours	Time in Which ESO Will Commence Verification	Frequency of Periodic Status Reports
Priority A	Telephone or email	Within 8 hours of notification	Every 4 hours until resolved
Priority B	Email	Within 1 business day of notification	Every 6 hours until resolved
Priority C	Email	Within two calendar weeks of notification	Every week until resolved

4. **ESO Server Administration.**

ESO is responsible for maintenance of Server hardware. Server administration includes:

- (a) Monitoring and Response
- (b) Service Availability Monitoring
- (c) Backups
- (d) Maintenance
 - (i) Microsoft Patch Management
 - (ii) Security patches to supported applications and related components
 - (iii) Event Log Monitoring
 - (iv) Log File Maintenance
 - (v) Drive Space Monitoring
- (e) Security
- (f) Virus Definition & Prevention
- (g) Firewall

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“*Agreement*”) is entered into by and between ESO Solutions, Inc. (“*Vendor*”), a Texas corporation, and Customer (“*Covered Entity*”), as of the Effective Date of the Subscription Agreement, for the purpose of setting forth Business Associate Agreement terms between Covered Entity and Vendor. Covered Entity and Vendor each are referred to as a “*Party*” and collectively as the “*Parties*.” This Agreement shall commence on the Effective Date set forth above.

WHEREAS, Covered Entity, owns, operates, manages, performs services for, otherwise are affiliated with or are themselves a Covered Entity as defined in the federal regulations at 45 C.F.R. Parts 160 and 164 (the “*Privacy Standards*”) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (“*HIPAA*”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“*HITECH*”);

WHEREAS, pursuant to HIPAA and HITECH, the U.S. Department of Health & Human Services (“*HHS*”) promulgated the Privacy Standards and the security standards at 45 C.F.R. Parts 160 and 164 (the “*Security Standards*”) requiring certain individuals and entities subject to the Privacy Standards and/or the Security Standards to protect the privacy and security of certain individually identifiable health information (“*Protected Health Information*” or “*PHI*”), including electronic protected health information (“*EPHI*”);

WHEREAS, the Parties wish to comply with Privacy Standards and Security Standards as amended by the HHS regulations promulgated on January 25, 2013, entitled the “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act,” as such may be revised or amended by HHS from time to time;

WHEREAS, in connection with Vendor’s performance under its agreement(s) or other documented arrangements between Vendor and Covered Entity, whether in effect as of the Effective Date or which become effective at any time during the term of this Agreement (collectively “*Business Arrangements*”), Vendor may provide services for, or on behalf of, Covered Entity that require Vendor to use, disclose, receive, access, create, maintain and/or transmit health information that is protected by state and/or federal law; and

WHEREAS, Vendor and Covered Entity desire that Vendor obtain access to PHI and EPHI in accordance with the terms specified herein;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the Parties agree as follows:

1. **Vendor Obligations.**

In accordance with this Agreement and the Business Arrangements, Vendor may use, disclose, access, create, maintain, transmit, and/or receive on behalf of Covered Entity health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the regulations promulgated by HHS in accordance with HIPAA and HITECH, including the Privacy Standards and Security Standards (collectively referred to hereinafter as the “*Confidentiality Requirements*”). All reference to PHI herein shall be construed to include EPHI. PHI shall mean only that PHI Vendor uses, discloses, accesses, creates, maintains, transmits and/or receives for or on behalf of Covered Entity pursuant to the Business Arrangements. The Parties hereby acknowledge that the definition of PHI includes “**Genetic Information**” as set forth at 45 C.F.R. §160.103. To the extent Vendor is to carry out an obligation of Covered Entity under the Confidentiality Requirements, Vendor shall comply with the provision(s) of the Confidentiality Requirements that would apply to Covered Entity (as applicable) in the performance of such obligations(s).

2. **Use of PHI.**

Except as otherwise required by law, Vendor shall use PHI in compliance with this Agreement and 45 C.F.R. §164.504(e). Vendor agrees not to use PHI in a manner that would violate the Confidentiality Requirements if the PHI were used by Covered Entity in the same manner. Furthermore, Vendor shall use PHI for the purpose of performing services for, or on behalf of, Covered Entity as such services are defined in the Business Arrangements. In addition, Vendor may use PHI (i) as necessary for the proper management and administration of Vendor or to carry out its legal responsibilities; provided that such uses are permitted under federal and applicable state law, and (ii) to provide data aggregation services relating to the health care operations of the Covered Entity as defined by 45 C.F.R. § 164.501. Covered Entity also authorizes Vendor to collect and store its data for aggregate reporting, but in no event shall Vendor disclose PHI unless permitted by law. Moreover, Vendor will not identify Covered Entity without consent. Covered Entity authorizes Vendor to de-identify PHI it receives from Covered Entity. All de-identification of PHI must be performed in accordance with the Confidentiality Requirements, specifically 45 C.F.R. §164.514(b).

3. **Disclosure of PHI.**

3.1 Subject to any limitations in this Agreement, Vendor may disclose PHI to any third party as necessary to perform its obligations under the Business Arrangements and as permitted or required by applicable law. Vendor agrees not to disclose PHI in a manner that would violate the Confidentiality Requirements if the PHI was disclosed by the Covered Entity in the same manner. Further, Vendor may disclose PHI for the proper management and administration of Vendor; provided that: (i) such disclosures are required by law; or (ii) Vendor: (a) obtains reasonable assurances from any third party to whom the PHI is disclosed that the PHI will be held confidential and used and disclosed only as required by law or for the purpose for which it was disclosed to third party, and (b) requires the third party to agree to immediately notify Vendor of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Vendor shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement of which it becomes aware. Such report shall be made within five (5) business days of Vendor becoming aware of such use or disclosure.

3.2 If Vendor uses or contracts with any agent, including a subcontractor (collectively “**Subcontractors**”) that uses, discloses, accesses, creates, receives, maintains or transmits PHI on behalf of Vendor, Vendor shall require all Subcontractors to agree in writing to the same restrictions and conditions that apply to Vendor under this Agreement. In addition to Vendor’s obligations under Section 9, Vendor agrees to mitigate, to the extent practical and unless otherwise requested by the Covered Entity, any harmful effect that is known to Vendor and is the result of a use or disclosure of PHI by Vendor or any Subcontractor in violation of this Agreement. Additionally, Vendor shall ensure that all disclosures of PHI by Vendor and its Subcontractors comply with the principle of “**minimum necessary use and disclosure**,” (i.e., in accordance with 45 C.F.R. §164.502(b), only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed).

4. **Individual Rights Regarding Designated Record Sets.**

If Vendor maintains a Designated Record Set on behalf of Covered Entity, Vendor shall: (i) provide access to and permit inspection and copying of PHI by Covered Entity under conditions and limitations required under 45 C.F.R. §164.524, as it may be amended from time to time; and (ii) amend PHI maintained by Vendor as required by Covered Entity. Vendor shall respond to any request from Covered Entity for access by an individual within ten (10) business days of such request and shall make any amendment requested by Covered Entity within twenty (20) business days of such request. Any information requested under this **Section 4** shall be provided in a form or format requested, if it is readily producible in such form or format. Vendor may charge a reasonable fee based upon Vendor’s labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Vendor shall notify Covered Entity within ten (10) business days of receipt of any request for access or amendment by an individual.

5. **Accounting of Disclosures.**

Vendor shall make available to Covered Entity within ten (10) business days of a request by Covered Entity the information required for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 (or such shorter time as may be required by state or federal law). Such accounting must be provided without cost if it is the first accounting requested within any twelve (12) month period. For subsequent accountings within the same twelve (12) month period, Vendor may charge a reasonable fee based upon Vendor’s labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) only after Vendor informs Covered Entity and Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination or expiration of this Agreement and with respect to any disclosure, whether on or before the termination of this Agreement, shall continue for a minimum of seven (7) years following the date of such disclosure.

6. **Withdrawal of Authorization.**

If the use or disclosure of PHI under this Agreement is based upon an individual’s specific authorization regarding the use of his or her PHI, and: (i) the individual revokes such authorization in writing; (ii) the effective date of such authorization has expired; or (iii) the authorization is found to be defective in any manner that renders it invalid for whatever reason, then Vendor agrees, if it has received notice from Covered Entity of such revocation or invalidity, to cease the use and disclosure of any such individual’s PHI except to the extent Vendor has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.

7. **Records and Audit.**

Vendor shall make available to HHS or its agents its internal practices, books, and records relating to the compliance of Vendor and Covered Entity with the Confidentiality Requirements, such internal practices, books and records to be provided in the time and manner designated by HHS or its agents.

8. **Implementation of Security Standards; Notice of Security Incidents.**

Vendor will comply with the Security Standards and, by way of example and not limitation, use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. In accordance with the Security Standards, Vendor will implement administrative, physical, and technical safeguards that protect the confidentiality, integrity and availability of the PHI that it uses, discloses, accesses, creates, receives, maintains or transmits. To the extent feasible, Vendor will use commercially reasonable efforts to ensure that the technology safeguards used by Vendor to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals

unauthorized to acquire or otherwise have access to such PHI. Vendor will promptly report to Covered Entity any Security Incident of which it becomes aware; provided, however, that Covered Entity acknowledges and shall be deemed to have received notice from Vendor that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Vendor; and (ii) immaterial incidents such as “pinging” or “denial of services” attacks. At the request of Covered Entity, Vendor shall identify: the date of the Security Incident, the scope of the Security Incident, Vendor’s response to the Security Incident, and to the extent permitted by law, the identification of the party responsible for causing the Security Incident, if known.

9. **Data Breach Notification and Mitigation.**

9.1 **HIPAA Data Breach Notification and Mitigation.** Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (“**HIPAA Breach**”). The Parties acknowledge and agree that 45 C.F.R. §§164.404 and 164.410, as describe below in this **Section 9.1**, govern the determination of the date of a HIPAA Breach. In the event of any conflict between this **Section 9.1** and the Confidentiality Requirements, the more stringent requirements shall govern. Following the discovery of a HIPAA Breach, Vendor will notify Covered Entity immediately and in no event later than five (5) business days after Vendor discovers such HIPAA Breach unless Vendor is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Vendor or, by exercising reasonable diligence, would have been known to Vendor. Vendor will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Vendor. No later than ten (10) business days following a HIPAA Breach, Vendor shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et. seq.* This **Section 9.1** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

9.2 **Data Breach Notification and Mitigation Under Other Laws.** In addition to the requirements of **Section 9.1**, Vendor agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including, but not limited to, PHI and referred to hereinafter as “**Individually Identifiable Information**”) that, if misused, disclosed, lost or stolen would trigger an obligation under one or more State data breach notification laws (each a “**State Breach**”) to notify the individuals who are the subject of the information. Vendor agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Vendor shall promptly: (i) notify Covered Entity within five (5) business days of such misuse, disclosure, loss or theft; and (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach. This **Section 9.2** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI or Individually Identifiable Information.

10. **Obligations of Covered Entity.**

10.1 **Notification Requirement.** Covered Entity shall notify Vendor of:

- a. Any limitation(s) in Covered Entity’s notice of privacy practices in accordance with 45 CFR 164.520 to the extent that such changes may affect Vendor’s use or disclosure of PHI;
- b. Any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Vendor’s use or disclosure of PHI; and
- c. Any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Vendor’s use or disclosure of PHI.

10.2 **Permissible Requests.** Covered Entity agrees that it will not request Vendor to use or disclose PHI in any manner that would not be permissible under the Confidentiality Requirements if done by Covered Entity.

11. **Terms and Termination.**

11.1 **Termination.** This Agreement shall remain in effect until terminated in accordance with the terms of this **Section 11**; provided, however, that termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.

11.2 **Termination with Cause.** Either Party may immediately terminate this Agreement if either of the following events have occurred and are continuing to occur:

- a. Vendor or Covered Entity fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) business days after written notice of such failure has been given; or

- b. Vendor or Covered Entity violates any provision of the Confidentiality Requirement or applicable federal or state privacy law relating to its obligations under this Agreement.

11.3 **May Terminate Business Arrangements in Event of for Cause Termination.** Termination of this Agreement for either of the two reasons set forth in **Section 11.2** above shall be cause for immediate termination of any Business Arrangement pursuant to which Vendor uses, discloses, accesses, receives, creates, or transmits PHI for or on behalf of Covered Entity.

11.4 **Termination Upon Conclusion of Business Arrangements.** Upon the expiration or termination of all Business Arrangements, either Covered Entity or Vendor may terminate this Agreement by providing written notice to the other Party.

11.5 **Return of PHI Upon Termination.** Upon termination of this Agreement for any reason, Vendor agrees either to return all PHI or to destroy all PHI received from Covered Entity that is in the possession or control of Vendor or its Subcontractors. In the case of PHI for which it is not feasible to return or destroy, Vendor shall extend the protection of this Agreement to such PHI and limit further uses and disclosure of such PHI. Vendor shall comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. This **Section 11.5** shall survive the expiration or termination of this Agreement and shall remain in effect for so long as Vendor maintains PHI.

12. **No Warranty.**

PHI IS PROVIDED SOLELY ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Ineligible Persons.**

Vendor represents and warrants to Covered Entity that its directors, officers, and key employees: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) of any state healthcare program (collectively, the "**Healthcare Programs**"); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Healthcare Programs; and (iii) are not under investigation or otherwise aware of any circumstances which may result in Vendor being excluded from participation in the Healthcare Programs (collectively, the "**Warranty of Non-exclusion**"). Vendor representations and warranties underlying the Warranty of Non-exclusion shall be ongoing during the term, and Vendor shall immediately notify Covered Entity of any change in the status of the representations and warranties set forth in this **Section 13**. Any breach of this **Section 13** shall give Covered Entity the right to terminate this Agreement immediately.

14. **Equitable Relief.**

The Parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause irreparable harm, the amount of which may be difficult to ascertain, and therefore agree that either Party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief deemed appropriate. Such right shall be in addition to the remedies otherwise available at law or in equity.

15. **Entire Agreement.**

This Agreement constitutes the complete agreement between Vendor and Covered Entity relating to the matters specified in this Agreement and supersedes all prior representations or agreements, whether oral or written with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the Parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party to this Agreement; *provided, however* that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that a Party believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, that Party may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to the other Party which shall be effective thirty (30) calendar days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the Parties, their affiliates and respective successors and assigns.

**EXHIBIT D
ADDITIONAL PARTIES**

Anthon Ambulance	107 E. Bridge St. Anthon, IA 51004
Bronson Ambulance	14 W. 1st St. Bronson, IA 51007
Correctionville Ambulance	315 Cedar St. Correctionville, Ia 51016
Cushing Ambulance	701 Main St. Cushing, IA 51018
Danbury Ambulance	201 Main St. Danbury, IA 51019
Hornick First Responders	400 Main St. Hornick, IA 51026
Lawton Ambulance	104 W. Maple St. Lawton, IA 51030
Moville Ambulance	326 Main St. Moville, IA 51039
Oto Ambulance	27 Washington St. Oto, IA 51044
Pierson Ambulance	514 2nd Ave. Pierson, IA 51048
Salix Ambulance	315 Tipton St. Salix, IA 51052
Sergeant Bluff Ambulance	204 Port Neal Road Sergeant Bluff, IA 51054
Sloan Ambulance	621 Johnson St. Sloan, IA 51055
Smithland First Responders	110 Jackson Ave. Smithland, IA 51056
Woodbury County Emergency Services	121 Deer Run Trail Climbing Hill, IA 51015

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

#12

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:

TABULATION OF BIDS

PROJECT NO. L-(M208)-73-97
 LETTING: TUESDAY, JANUARY 24, 2017
 BRIDGE REPLACEMENT RCB CULVERT
 IN SECTION 31 T87N, R42W

NOTE: IN CASE OF MATHEMATICAL ERROR, UNIT PRICE SHALL GOVERN

ITEM NO	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	

	Engineer's Estimate										
	L.A Carlson										
	Merrill, Iowa 51038										
	Midwest Contracting										
	Marshall, Minnesota 56258										
	Dixon Construction										
	Correctionville, Iowa 51016										

1	Clearing and Grubbing	0.12 Acres	\$ 6,000.00	\$ 720.00	\$25,000.00	\$ 3,000.00	\$ 5,000.00	\$ 600.00	\$17,000.00	\$ 2,040.00	SUMMARY OF BIDS
2	Special backfill	60 Cu.Yds.	\$ 75.00	\$ 4,500.00	\$ 75.00	\$ 4,500.00	\$ 60.00	\$ 3,600.00	\$ 100.00	\$ 6,000.00	* 1 Midwest Contracting \$127,366.00
3	Excavation Class 10 Roadway and Borrow	451 Cu.Yds.	\$ 14.00	\$ 6,314.00	\$ 10.00	\$ 4,510.00	\$ 4.00	\$ 1,804.00	\$ 21.00	\$ 9,471.00	* 2 LA Carlson \$142,322.00
4	Removal of Existing Bridge	1 L.S.	\$20,000.00	\$ 20,000.00	\$ 8,750.00	\$ 8,750.00	\$ 3,500.00	\$ 3,500.00	\$21,000.00	\$ 21,000.00	* 3 Nelson & Rock \$195,703.00
5	Excavation Class 20	827 Cu. Yds.	\$ 12.00	\$ 9,924.00	\$ 6.00	\$ 4,962.00	\$ 6.00	\$ 4,962.00	\$ 10.00	\$ 8,270.00	* 4 Dixon Construction \$207,381.00
6	Excavate and Dewater	1 L.S.	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	Engineer's Estimate \$194,458.00
7	Precast Concrete Box Culvert, 12 X 10	44 L.F.	\$ 1,200.00	\$ 52,800.00	\$ 1,100.00	\$ 48,400.00	\$ 1,100.00	\$ 48,400.00	\$ 1,200.00	\$ 52,800.00	
8	Precast Conc Box Culvert Straight End Section	1 L.S.	\$23,000.00	\$ 23,000.00	\$22,000.00	\$ 22,000.00	\$22,000.00	\$ 22,000.00	\$21,000.00	\$ 21,000.00	
9	Temporary Stream Diversion	1 L.S.	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$15,000.00	\$ 15,000.00	
10	Safety Closure	2 Each	\$ 350.00	\$ 700.00	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00	
11	Traffic Control	1 L.S.	\$ 1,500.00	\$ 1,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,800.00	\$ 1,800.00	\$ 4,300.00	\$ 4,300.00	
12	Mobilization	1 L.S.	\$35,000.00	\$ 35,000.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$28,000.00	\$ 28,000.00	
13	Precast Conc Box Drop Intake 12' X 10'	1 L.S.	\$30,000.00	\$ 30,000.00	\$29,000.00	\$ 29,000.00	\$29,000.00	\$ 29,000.00	\$34,000.00	\$ 34,000.00	
				TOTAL	\$194,458.00	\$142,322.00	\$127,366.00	\$207,381.00			

	Nelson & Rock Contracting										
	Onawa, Iowa 51040										

ITEM NO	ITEM	QUANTITIES	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Clearing and Grubbing	0.12 Acres	\$20,000.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2	Special backfill	60 Cu.Yds.	\$ 50.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Excavation Class 10 Roadway and Borrow	451 Cu.Yds.	\$ 15.00	\$ 6,765.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
4	Removal of Existing Bridge	1 L.S.	\$20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5	Excavation Class 20	827 Cu. Yds.	\$ 12.00	\$ 9,924.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
6	Excavate and Dewater	1 L.S.	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7	Precast Concrete Box Culvert, 12 X 10	44 L.F.	\$ 1,400.00	\$ 61,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
8	Precast Conc Box Culvert Straight End Section	1 L.S.	\$21,514.00	\$ 21,514.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9	Temporary Stream Diversion	1 L.S.	\$10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10	Safety Closure	2 Each	\$ 250.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	Traffic Control	1 L.S.	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	Mobilization	1 L.S.	\$20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13	Precast Conc Box Drop Intake 12' X 10'	1 L.S.	\$35,000.00	\$ 35,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
				TOTAL	\$195,703.00	\$ -	\$ -	\$ -	\$ -	\$ -	

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

#13

Date: 1/26/17 Weekly Agenda Date: 1/31/17

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Matthew Ung

WORDING FOR AGENDA ITEM:

Sioux Rivers Reserve Level Over 25%

ACTION REQUIRED:

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

EXECUTIVE SUMMARY:

This will be an informational overview, especially for the new board members, of the Sioux Rivers Region (SRR) mental health fund's reserve levels.

BACKGROUND:

SRR is currently (could change) recommending a \$633,080 reduction in our levy (already reflected in our budget books). This reduction is "year 2 of 2" in a planned, phased-in reduction of the reserves to the 25% level (of expenses) required in Iowa Code. SRR did not accurately forecast the growth in reserves, because even after this reduction, the reserves will still be in excess of 25%.

FINANCIAL IMPACT:

In FY16, SRR spent 69% of its budget. At the current rate of spending, SRR is estimated to spend 47% of its budget in FY17. This practice has allowed their reserves to grow to \$5.5M, or 105% (at the end of FY17), assuming 100% of the budget is spent. Assuming 47% is actually spent, this number is 159% in 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:

(cont. from above) The last-known SRR FY18 budget proposal was \$7.9M. Due to current state law, the "Maximum County MHDS Fund Levy Dollars" limit, (i.e. maximum combined levies from Sioux, Plymouth, and Woodbury counties) is \$5M. SRR's budget practices must be tightened, because they are unsustainable; Even without all one-time expenditures, the FY18 budget proposal is \$5.7M.

ACTION REQUIRED / PROPOSED MOTION:

Woodbury County cannot change the SRR budget recommendation, but it can choose to levy a lower amount than requested. The Woodbury County Board has the option to examine this, remembering that it is unrealistic to assume that SRR will suddenly spend 100% of its FY18 budget. If we embark(ed) on a 2, or 3, or 4-year plan to reduce the reserves, will we actually stick to the time-line, or not?

**Sioux Rivers Region Budget to Revenue
Budget Proposed FY 2018**

Maximum Tax Asking per County	
Woodbury County	3,564,086
Sioux County	1,027,388
Plymouth County	363,800
Total	4,955,274

Calculated 25%
Cash Reserve

Unaudited FY 16 Cash Carryover 6-30-16 <i>because spent 69%</i>	6,485,627	
FY 17 Revenues:		
Woodbury County (Reduced 633,080)	2,931,006	
Sioux County (Reduced 125,021)	902,367	
Plymouth County (no Reduction)	363,873	4,197,246
Total Revenues for FY 17	10,682,873	
FY17 Budgeted Expenditures <i>on track to spend 47%</i>	5,193,626	
Ending Cash Reserves 6-30-17	5,489,247	1,298,407
<hr/>		
Estimated Beginning Cash Reserves 7-1-17	5,489,247	
FY 18 Revenues:		
Woodbury County (Reduced 633,080)	2,297,926	
Sioux County (Reduced 125,021)	777,346	
Plymouth County (no Reduction)	363,873	3,439,145
Total Revenues for FY 18	8,928,392	
Estimated FY 18 Budget <i>will spend 100%?</i>	7,909,435	
Ending Cash Reserves 6-30-18	1,018,957	1,977,359
<hr/>		

*if 47% spent, then
159% reserves*

105% reserves



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

#14a

Date: 1/25/2017

Weekly Agenda Date: 1/31/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

WORDING FOR AGENDA ITEM:

Region Reduction of Mental Health Levy and Consequences for Budgeting Purposes

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

The Board needs to take a careful look at the overall goal of reducing the property tax levy in incorporated and unincorporated areas and view the reduction of the mental health levy as one-time money. Commendably and at the behest of the goal of not overtaxing our citizens, the mental health levy is being lowered but if this money is relied upon to balance the budget, it will be a temporary salve to a longer term problem.

BACKGROUND:

The Region intends to take up another reduction of \$633,000 which will lower the levy rate from \$0.72650 to \$0.57031. This accounts for \$633,000 in reduction, which is already reflected in our current rates. Property taxpayers need stability, and this is a primary concern. It is my contention that there has been overtaxing in the past, which results in one-time disbursement spending toward the end quarter in order to keep spending up with what is being taxed (and to be fair to the Region, this practice preceded state regionalization).

If the County keeps the levy rate at the \$0.57031 for the next two years and the Region budget does not change, the effect is that after these two years of shedding reserves (which is truly "one time money"), then property taxpayers will realize a \$1.2 million property tax increase back to the same levy rate they were paying before.

The County Board of Supervisors should be cautious to add any salaried positions, staff, or ongoing expenses that would appear to taxpayers to be a reduction in the current year. For example, if the Board could reduce to the point where there was no longer a \$2.4 million gap, but perhaps a \$175,000 "surplus" in which we believed a position or two could be added, that "surplus" would be masked by the \$633,000 being there only this year and the next. It would violate a best budgeting practice of only using ongoing money for ongoing expenses. Even CF Revenue coming online would only be able to mitigate approximately 10% of the \$1.2 million increase (going back to the previous level in the mental health levy).

I believe that we have agreement that ultimately we would like to see a reduction of the Region budget to bridge this gap where we are treating the root problem instead of the symptom; however, what is in our control most fully is how we view the budget, its savings, and the reallocation of dollars that will be here today (FY 18/19) but gone tomorrow (FY 20 and beyond).

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:

Receive the information.

ACTION REQUIRED / PROPOSED MOTION:

Receive the information.

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

Date: 1/25/2017

Weekly Agenda Date: 1/31/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

WORDING FOR AGENDA ITEM:

Energy Reduction Line Items Using Energy CAP Data

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

Building Services Director Kenny Schmitz, Clerk Rene Pettigrew, and myself have been working through Energy CAP Data. We have encountered some needs to include ECAP hosting rather than Woodbury County, combining water/sewer bills, simplifying electrical bill inputting, and renaming meters. We are also getting verification for the cost avoidance tool so that we are accurately reporting savings.

BACKGROUND:

Woodbury County contracted with Energy CAP to begin using its powerful software to help harness energy costs, conserve, and validate technological and human behavioral changes to the way that we use energy as a County. It is important to note the following:

The baseline for the County is January 1 - December 31, 2015 for savings purposes.

Electrical rates have increased as approved by the Iowa Utilities Board particularly during the summer time per kWh

FY 12 (\$0.0522) FY 13 (\$0.0555) FY 14 (\$0.0596) FY 15 (\$0.0655) FY 16 (\$0.0686): from FY 12 to 16 is a 34.25% increase.

Therefore, the LED project can be mitigating

Many of the budgets previously within Building Services as it related to utilities and line items were inaccurately coded. In 2015, I remember asking how we could have "0" spent year to date on a commodity. Kenny Schmitz and Rene Pettigrew have done much coding clean up to align specific utilities with matched meters in respective buildings. Therefore, the Board must be cautioned when looking at FY 15 and FY 16 within the budget books. We can run a BL10 report which takes July 2012-June 2013, July 2013-June 2014, etc. based on what Rene has entered and get totals by commodity per building at the meter level. (This is one of 300 reports that can be generated). I am including these as a backup to give examples.

Kenny has used this tool to great effect. However, as we ran each of these, we discovered some modifications that the Board should consider making.

Each of these has an explanation attached.

FINANCIAL IMPACT:

Total Reductions: \$21,320

--Courthouse Natural Gas (Ends in 4301): Reduce by \$10,000 from 72,420 to 62,420

FY 14 93,166.84 (Extremely Cold Winter; top 10 coldest winter Iowa history)

FY 15 63,848.78 (Cold Winter)

FY 16 55,380.03 (Mild Winter)

FY 17 17,861.39 (Mild thus far)

FY 17 can be deceiving because it only has two heating months for the most part (Nov-Dec) with Jan-Mar left, but if one takes Jan-Mar of last year and adds them on, we are at 54,000. Given the current budget amount of \$72,420 which is somewhere between Iowa's most extreme winter and the cold winter and the fact that the steam trap modifications should only help, it seems reasonable to be at \$62,420 rather than \$72,420.

--Trosper Hoyt Natural Gas (Ends in 4301): Reduce by \$5,000 from 25,000 to 20,000.

FY 14 28,844

FY 15 16,305

FY 16 14,029

FY 17 3,949 (anticipating about same as FY 16)

--Building Services Electric (Ends in 4310): Reduce by \$5,920

Reduce from \$9,420 to \$3,500, a savings of \$5,920. Usage the previous year is \$2981.70 including occupancy. Perhaps the \$9,420 was an overestimation initially of what increased occupancy in this building would result in.

--Tri-View Veterans Affairs Electric (Ends in 4310): Reduce by \$400

Year to date is \$446. Even with doubling that an adding on the 25% increase in space, cost does not exceed \$1250, which is close to FY16 pre-LED conversion.

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:

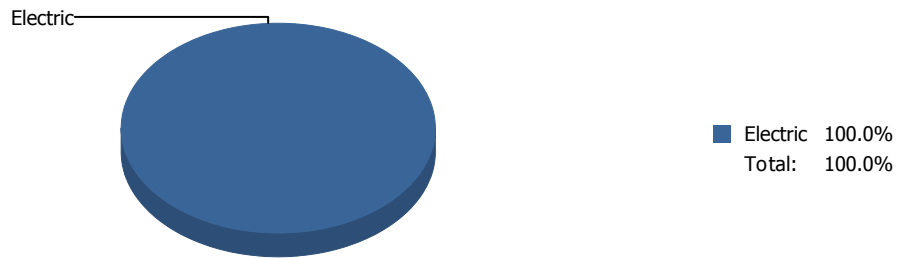
Reduce line items per budget codes above.

ACTION REQUIRED / PROPOSED MOTION:

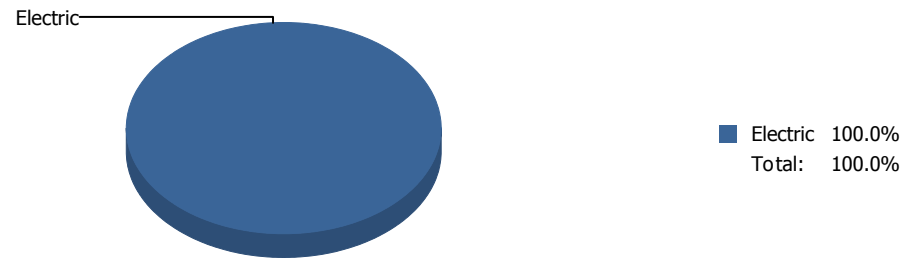
Reduce line items per budget codes above.

Cost Center: [001-3201] Tri-View A

Use Percentage



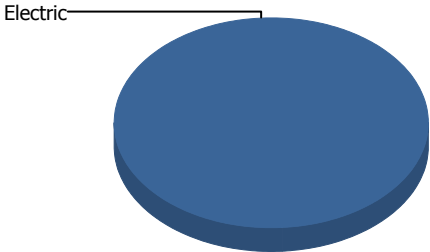
Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	465.00 kWh	1.59	100.00%	\$45.86	100.00 %	\$0.100 / kWh
CostCenter: [001-3201] Tri-View A Totals:		1.59		\$45.86		

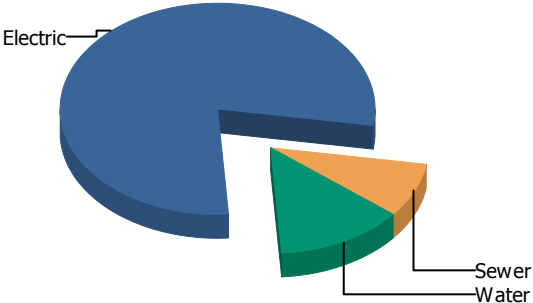
Cost Center: [001-8101] City of Anthon

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

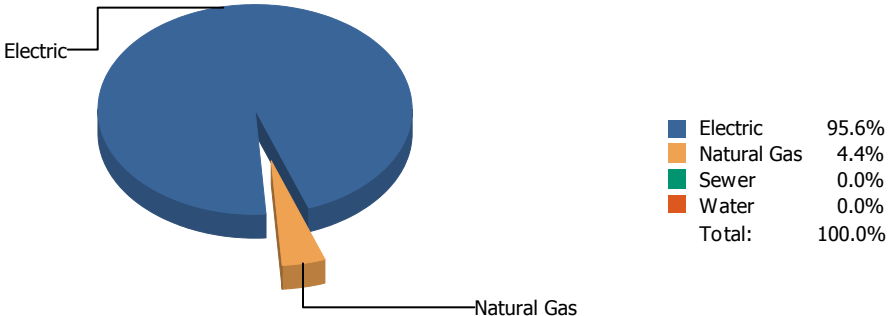


Electric 78.6%
 Sewer 8.4%
 Water 13.0%
 Total: 100.0%

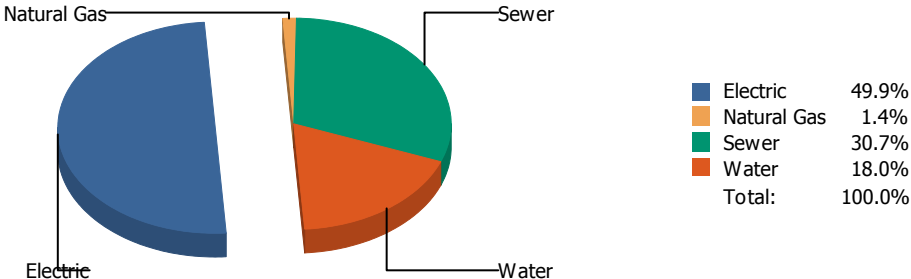
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	2,260.00 kWh	7.71	100.00%	\$321.20	78.62 %	\$0.140 / kWh
Sewer	3.50 Kgal		0.00%	\$34.42	8.42 %	\$9.830 / Kgal
Water	3.50 Kgal		0.00%	\$52.95	12.96 %	\$15.130 / Kgal
CostCenter: [001-8101] City of Anthon Totals:		7.71		\$408.57		

Cost Center: [001-9101] Courthouse

Use Percentage



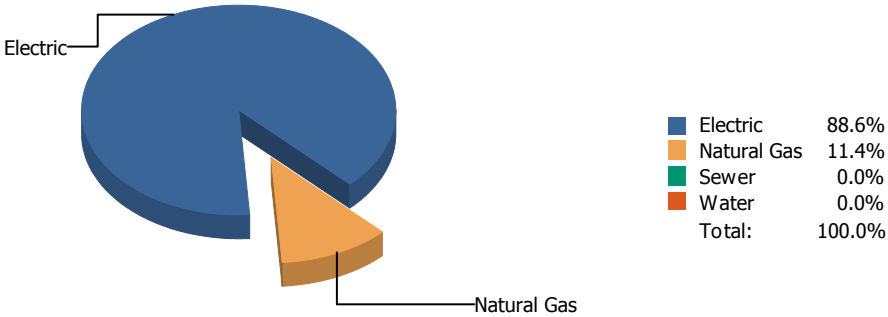
Cost Percentage



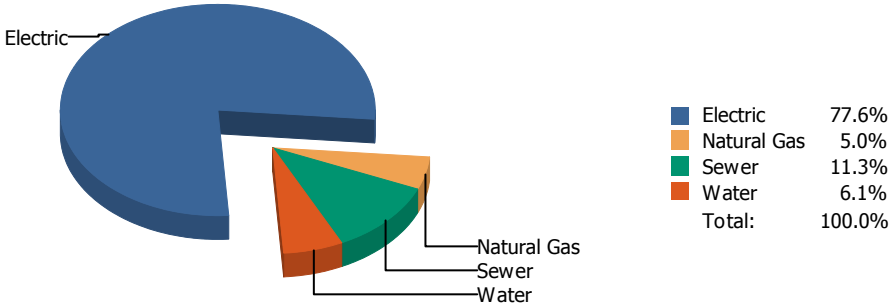
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	139,200.00 kWh	475.09	95.61%	\$6,455.18	49.89 %	\$0.050 / kWh
Natural Gas	218.00 THERM	21.80	4.39%	\$177.91	1.37 %	\$0.820 / THERM
Sewer	730.89 Kgal		0.00%	\$3,972.83	30.70 %	\$5.440 / Kgal
Water	730.89 Kgal		0.00%	\$2,333.80	18.04 %	\$3.190 / Kgal
CostCenter: [001-9101] Courthouse Totals:		496.89		\$12,939.72		

Cost Center: [001-9102] Law Enforcement Center

Use Percentage



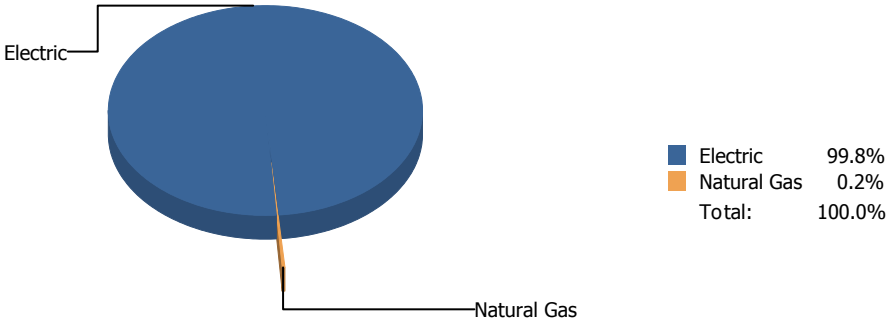
Cost Percentage



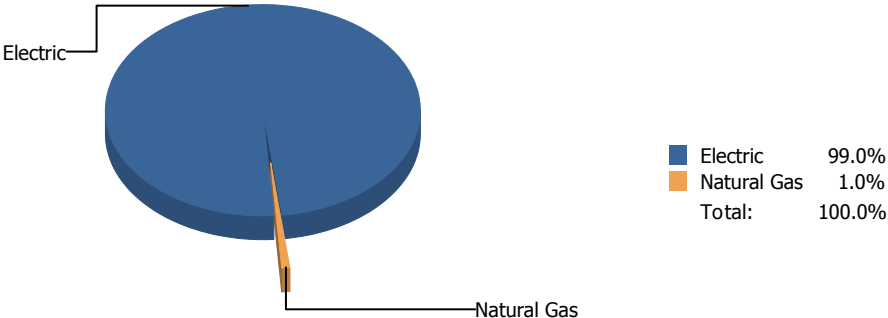
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	383,040.00 kWh	1,307.32	88.61%	\$17,239.34	77.61 %	\$0.050 / kWh
Natural Gas	1,680.00 THERM	168.00	11.39%	\$1,101.03	4.96 %	\$0.660 / THERM
Sewer	462.33 Kgal		0.00%	\$2,520.60	11.35 %	\$5.450 / Kgal
Water	620.08 Kgal		0.00%	\$1,350.74	6.08 %	\$2.180 / Kgal
CostCenter: [001-9102] Law Enforcement Center		1,475.32		\$22,211.71		
Totals:						

Cost Center: [001-9103] Trosper-Hoyt

Use Percentage



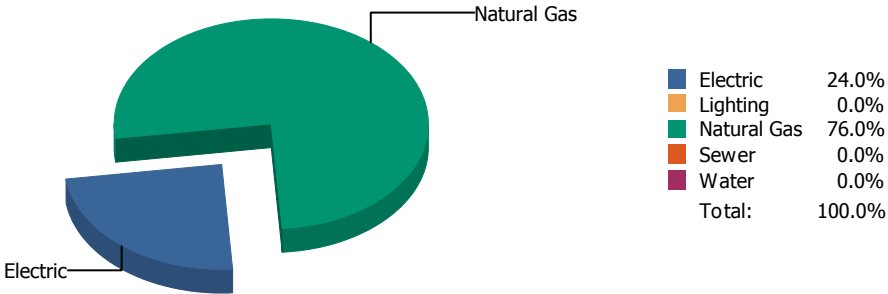
Cost Percentage



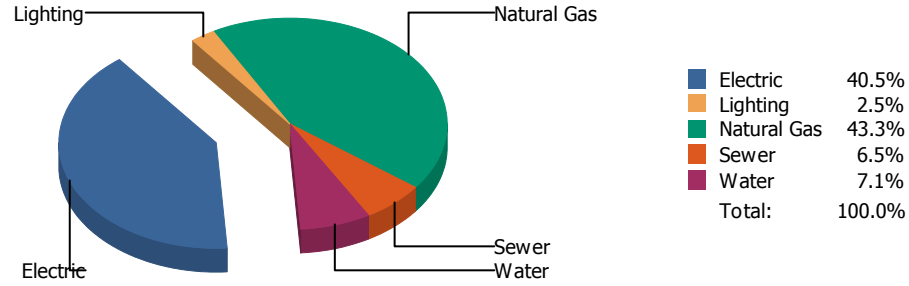
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	132,200.00 kWh	451.20	99.85%	\$6,161.26	99.04 %	\$0.050 / kWh
Natural Gas	7.00 THERM	0.70	0.15%	\$60.01	0.96 %	\$8.570 / THERM
CostCenter: [001-9103] Trosper-Hoyt Totals:		451.90		\$6,221.27		

Cost Center: [001-9108] Building Services

Use Percentage



Cost Percentage

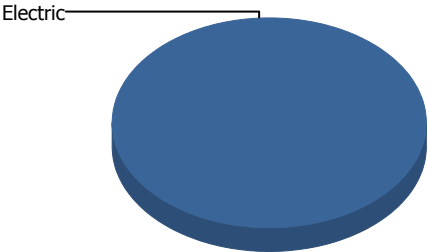


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	16,760.00 kWh	57.20	23.98%	\$1,352.00	40.53 %	\$0.080 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$84.11	2.52 %	\$0.000 / kWh
Natural Gas	1,813.00 THERM	181.30	76.02%	\$1,444.80	43.31 %	\$0.800 / THERM
Sewer	17.21 Kgal		0.00%	\$217.55	6.52 %	\$12.640 / Kgal
Water	16.46 Kgal		0.00%	\$237.49	7.12 %	\$14.430 / Kgal
CostCenter: [001-9108] Building Services Totals:		238.50		\$3,335.95		

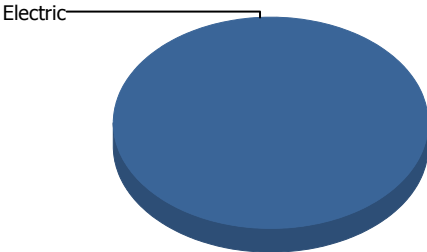
Cost Center: [001-9109] Tri-View B

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

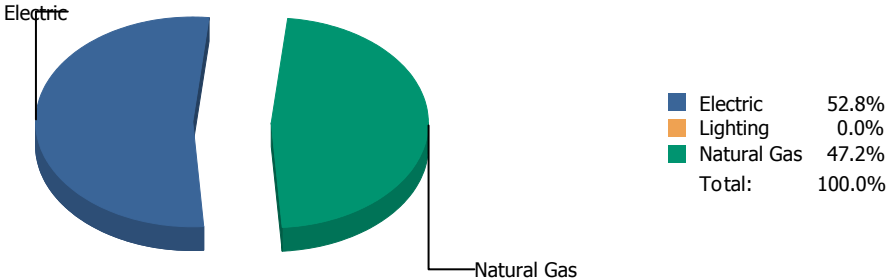


■ Electric 100.0%
Total: 100.0%

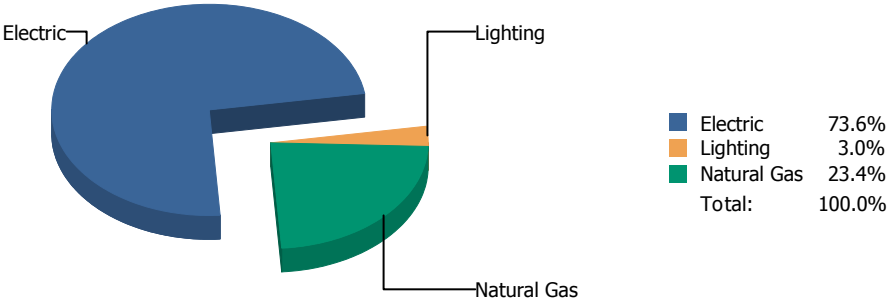
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	2,963.00 kWh	10.11	100.00%	\$254.39	100.00 %	\$0.090 / kWh
CostCenter: [001-9109] Tri-View B Totals:		10.11		\$254.39		

Cost Center: [220-7213] Secondary Roads

Use Percentage



Cost Percentage

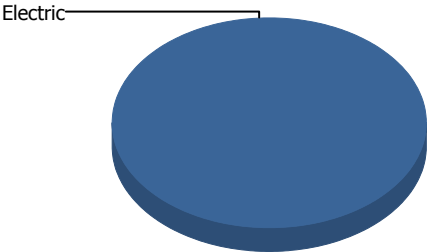


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	136,816.00 kWh	466.95	52.78%	\$10,305.44	73.63 %	\$0.080 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$422.66	3.02 %	\$0.000 / kWh
Natural Gas	4,178.00 THERM	417.80	47.22%	\$3,268.86	23.35 %	\$0.780 / THERM
CostCenter: [220-7213] Secondary Roads Totals:		884.75		\$13,996.96		

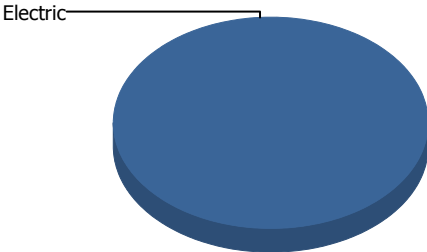
Cost Center: [261-6401] Hornick Library

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

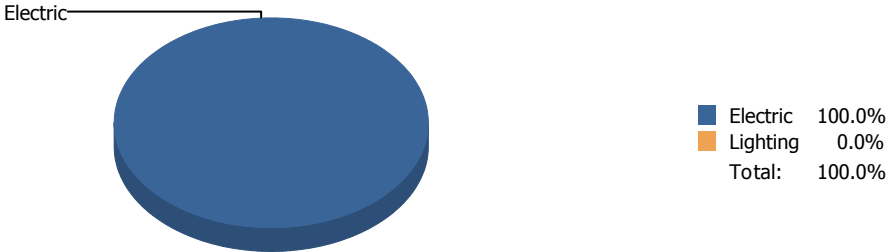


■ Electric 100.0%
Total: 100.0%

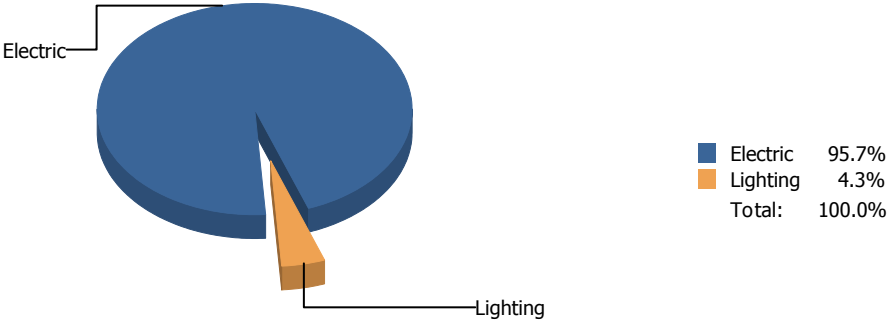
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	289.00 kWh	0.99	100.00%	\$32.28	100.00 %	\$0.110 / kWh
CostCenter: [261-6401] Hornick Library Totals:		0.99		\$32.28		

Cost Center: [760-1240] Disaster Services

Use Percentage



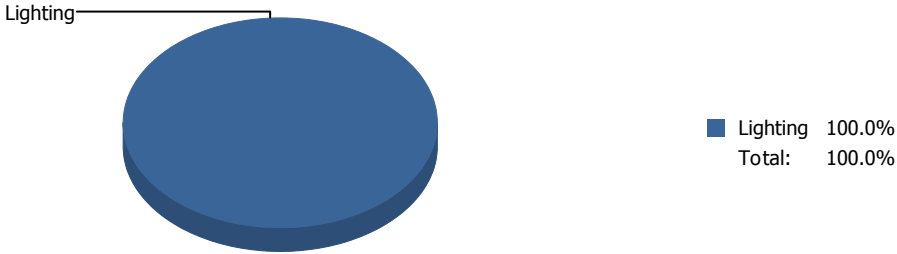
Cost Percentage



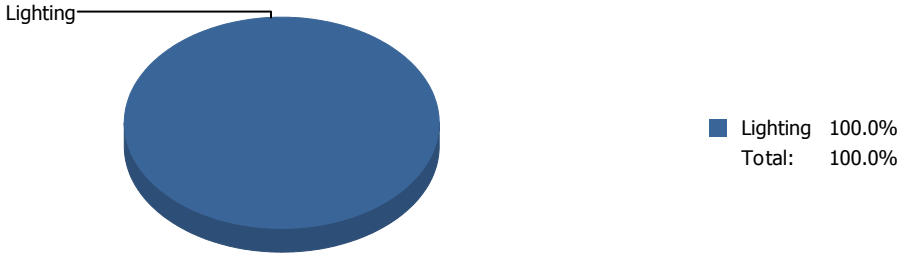
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	4,720.00 kWh	16.11	100.00%	\$363.16	95.66 %	\$0.080 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$16.49	4.34 %	\$0.000 / kWh
CostCenter: [760-1240] Disaster Services Totals:		16.11		\$379.65		

Cost Center: [ROOT] Root Node

Use Percentage



Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Lighting	175.00 kWh	0.60	100.00%	\$32.78	100.00 %	\$0.190 / kWh
CostCenter: [ROOT] Root Node Totals:		0.60		\$32.78		

Grand Totals:		3,584.46		\$59,859.14		
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Requested by: rpettigrew

Cient Version:

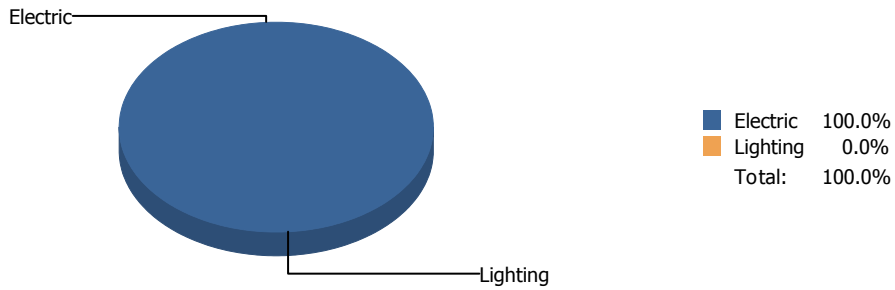
Report version: 6

Filters: Bill Begin Date Between 2012-07-01;2013-06-30; Bill is Void Equals 0; Bill Account is Active Equals 1; Bill is From a Vendor Equals 1; ;

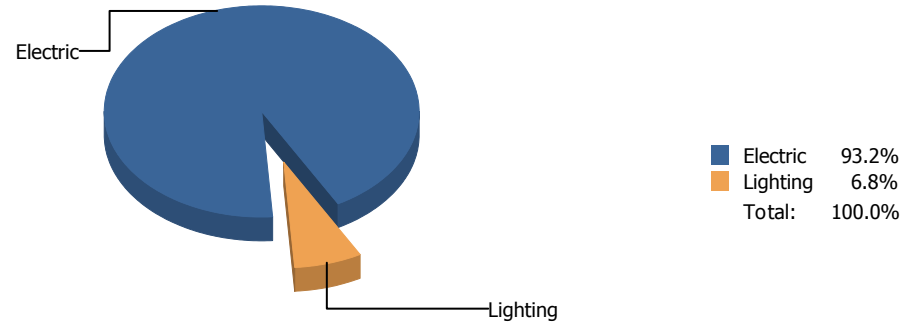
Record count: 27

Cost Center: [001-1052] Prairie Hills

Use Percentage



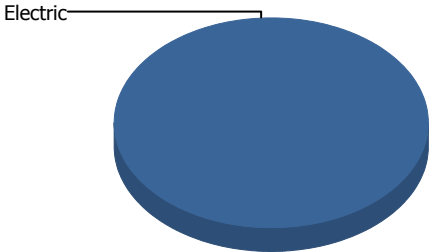
Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	213,284.00 kWh	727.94	100.00%	\$15,576.85	93.18 %	\$0.070 / kWh
Lighting	4.00 kWh	0.01	0.00%	\$1,140.26	6.82 %	\$285.070 / kWh
CostCenter: [001-1052] Prairie Hills Totals:		727.95		\$16,717.11		

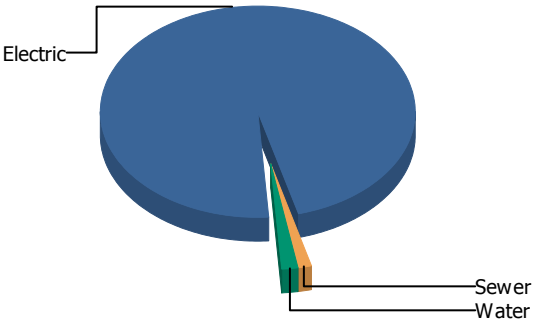
Cost Center: [001-3201] Tri-View A

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

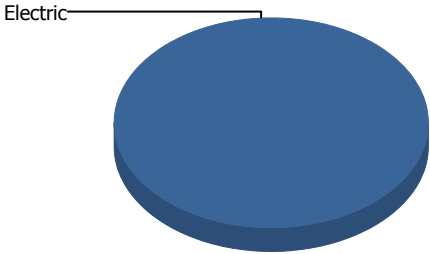


Electric 97.0%
 Sewer 1.5%
 Water 1.5%
 Total: 100.0%

Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	9,520.00 kWh	32.49	100.00%	\$687.62	96.95 %	\$0.070 / kWh
Sewer	0.00 Kgal		0.00%	\$10.63	1.50 %	\$0.000 / Kgal
Water	0.00 Kgal		0.00%	\$10.97	1.55 %	\$0.000 / Kgal
CostCenter: [001-3201] Tri-View A Totals:		32.49		\$709.22		

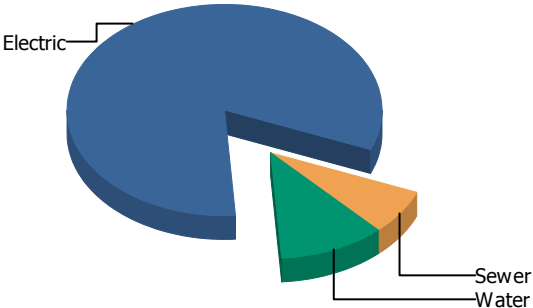
Cost Center: [001-8101] City of Anthon

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

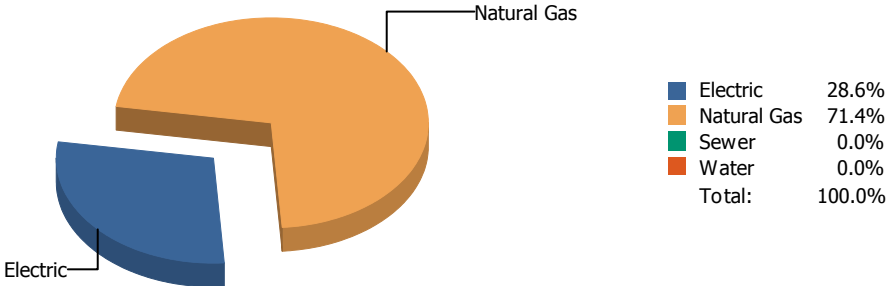


Electric 82.3%
 Sewer 7.0%
 Water 10.8%
 Total: 100.0%

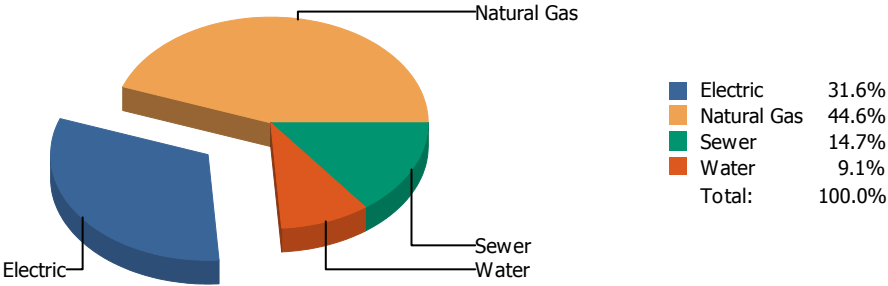
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	6,080.00 kWh	20.75	100.00%	\$828.98	82.25 %	\$0.140 / kWh
Sewer	4.40 Kgal		0.00%	\$70.46	6.99 %	\$16.010 / Kgal
Water	4.40 Kgal		0.00%	\$108.40	10.76 %	\$24.640 / Kgal
CostCenter: [001-8101] City of Anthon Totals:		20.75		\$1,007.84		

Cost Center: [001-9101] Courthouse

Use Percentage



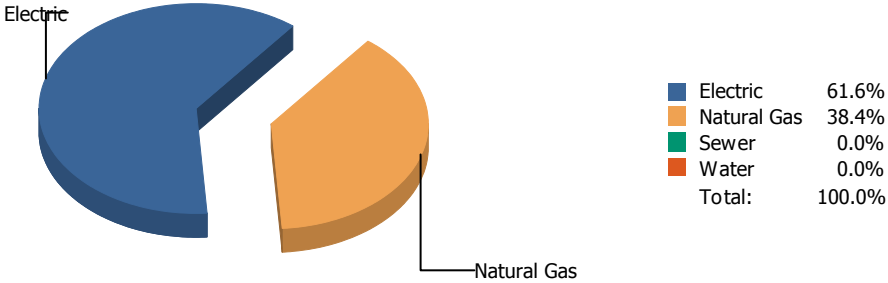
Cost Percentage



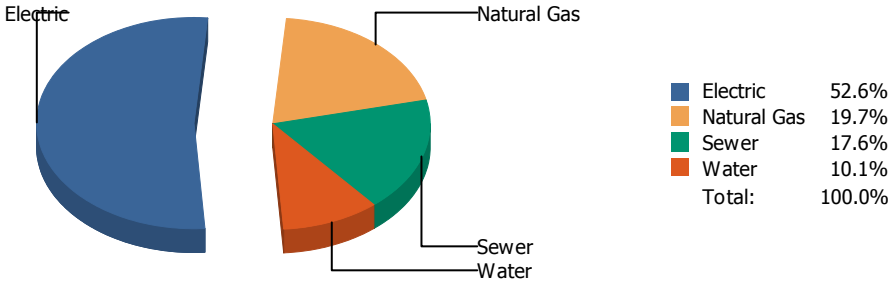
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,447,936.09 kWh	4,941.81	28.59%	\$65,947.22	31.58 %	\$0.050 / kWh
Natural Gas	123,463.00 THERM	12,346.30	71.41%	\$93,166.84	44.61 %	\$0.750 / THERM
Sewer	5,655.64 Kgal		0.00%	\$30,760.05	14.73 %	\$5.440 / Kgal
Water	6,201.00 Kgal		0.00%	\$18,968.98	9.08 %	\$3.060 / Kgal
CostCenter: [001-9101] Courthouse Totals:		17,288.11		\$208,843.09		

Cost Center: [001-9102] Law Enforcement Center

Use Percentage



Cost Percentage

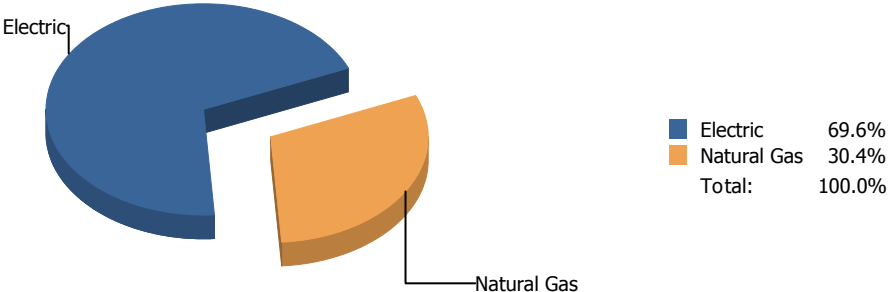
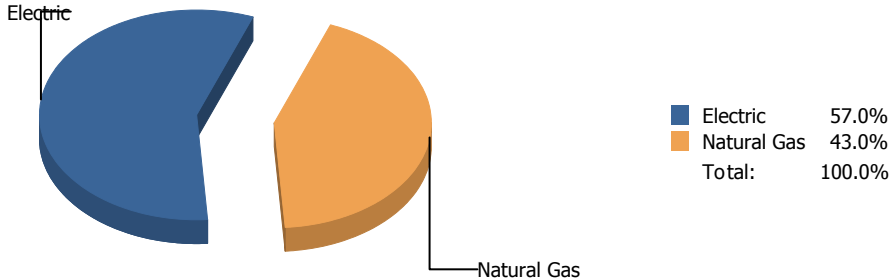


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,885,023.00 kWh	6,433.58	61.61%	\$83,427.03	52.64 %	\$0.040 / kWh
Natural Gas	40,085.00 THERM	4,008.50	38.39%	\$31,257.34	19.72 %	\$0.780 / THERM
Sewer	5,100.55 Kgal		0.00%	\$27,864.21	17.58 %	\$5.460 / Kgal
Water	5,100.55 Kgal		0.00%	\$15,941.46	10.06 %	\$3.130 / Kgal
CostCenter: [001-9102] Law Enforcement Center		10,442.08		\$158,490.04		
Totals:						

Cost Center: [001-9103] Trosper-Hoyt

Use Percentage

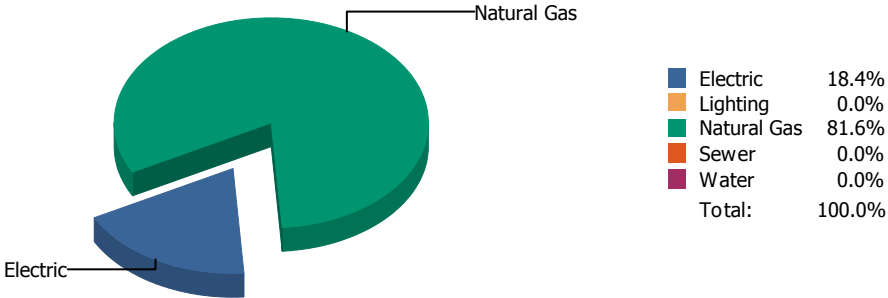
Cost Percentage



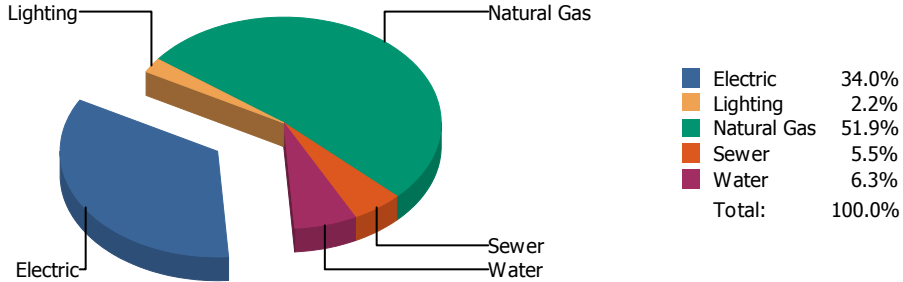
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,440,200.00 kWh	4,915.40	57.02%	\$66,011.90	69.59 %	\$0.050 / kWh
Natural Gas	37,054.00 THERM	3,705.40	42.98%	\$28,844.42	30.41 %	\$0.780 / THERM
CostCenter: [001-9103] Trosper-Hoyt Totals:		8,620.80		\$94,856.32		

Cost Center: [001-9108] Building Services

Use Percentage



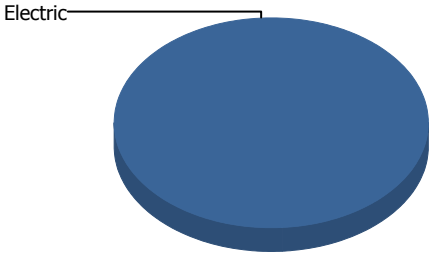
Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	16,680.00 kWh	56.93	18.43%	\$1,423.29	34.05 %	\$0.090 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$93.04	2.23 %	\$0.000 / kWh
Natural Gas	2,520.00 THERM	252.00	81.57%	\$2,170.76	51.93 %	\$0.860 / THERM
Sewer	13.47 Kgal		0.00%	\$229.50	5.49 %	\$17.040 / Kgal
Water	13.47 Kgal		0.00%	\$263.53	6.30 %	\$19.570 / Kgal
CostCenter: [001-9108] Building Services Totals:		308.93		\$4,180.12		

Cost Center: [001-9109] Tri-View B

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

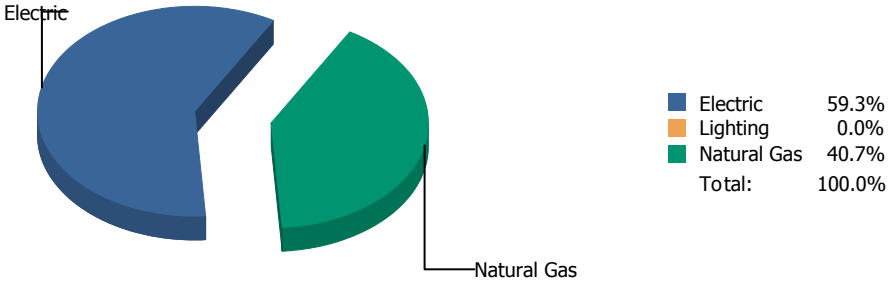


Electric 40.1%
 Sewer 37.4%
 Water 22.5%
 Total: 100.0%

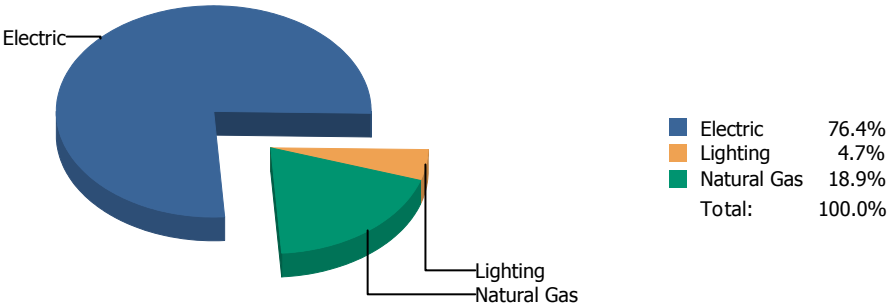
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	28,862.00 kWh	98.51	100.00%	\$2,041.79	40.09 %	\$0.070 / kWh
Sewer	344.87 Kgal		0.00%	\$1,907.13	37.45 %	\$5.530 / Kgal
Water	344.87 Kgal		0.00%	\$1,143.86	22.46 %	\$3.320 / Kgal
CostCenter: [001-9109] Tri-View B Totals:		98.51		\$5,092.78		

Cost Center: [220-7213] Secondary Roads

Use Percentage



Cost Percentage

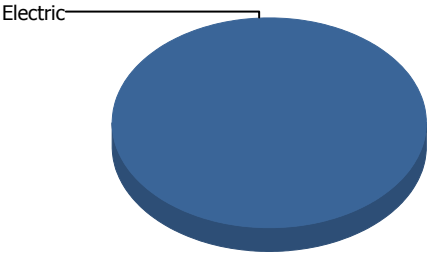


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	201,415.00 kWh	687.43	59.31%	\$16,001.26	76.43 %	\$0.080 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$973.71	4.65 %	\$0.000 / kWh
Natural Gas	4,716.00 THERM	471.60	40.69%	\$3,960.87	18.92 %	\$0.840 / THERM
CostCenter: [220-7213] Secondary Roads Totals:		1,159.03		\$20,935.84		

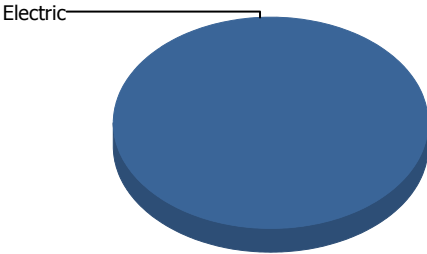
Cost Center: [261-6401] Hornick Library

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

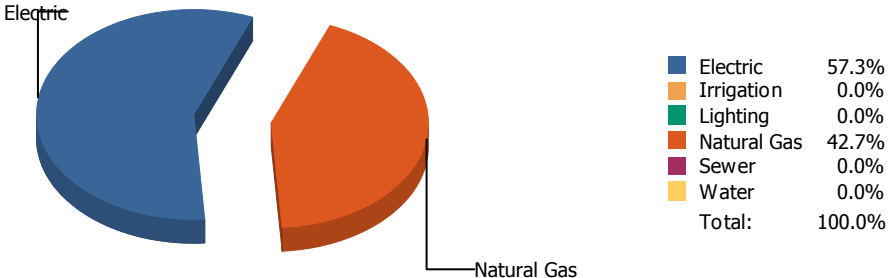


■ Electric 100.0%
Total: 100.0%

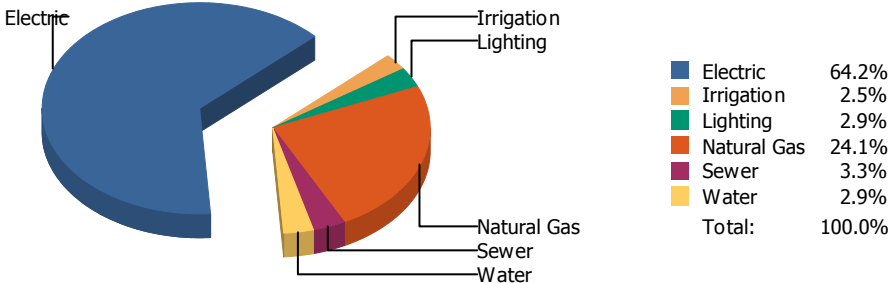
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	2,730.00 kWh	9.32	100.00%	\$329.58	100.00 %	\$0.120 / kWh
CostCenter: [261-6401] Hornick Library Totals:		9.32		\$329.58		

Cost Center: [273-3041] SiouxIn District Health Dept

Use Percentage



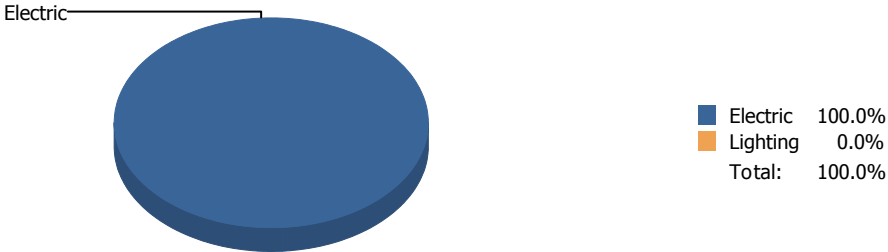
Cost Percentage



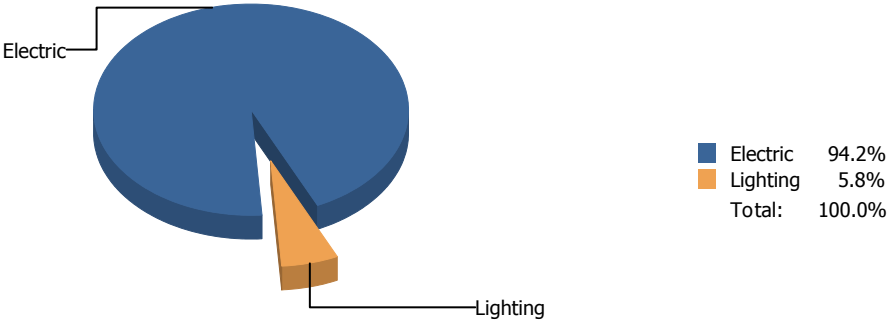
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	234,240.00 kWh	799.46	57.29%	\$13,509.57	64.24 %	\$0.060 / kWh
Irrigation	118.20 Kgal		0.00%	\$529.30	2.52 %	\$4.480 / Kgal
Lighting	0.00 kWh	0.00	0.00%	\$615.75	2.93 %	\$0.000 / kWh
Natural Gas	5,961.00 THERM	596.10	42.71%	\$5,061.85	24.07 %	\$0.850 / THERM
Sewer	125.68 Kgal		0.00%	\$697.37	3.32 %	\$5.550 / Kgal
Water	125.68 Kgal		0.00%	\$617.62	2.94 %	\$4.910 / Kgal
CostCenter: [273-3041] SiouxIn District Health		1,395.56		\$21,031.46		
Dept Totals:						

Cost Center: [760-1240] Disaster Services

Use Percentage



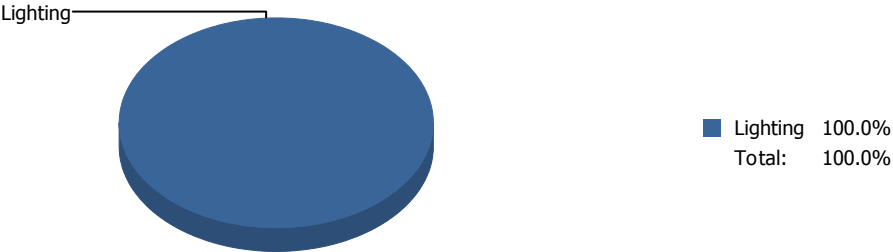
Cost Percentage



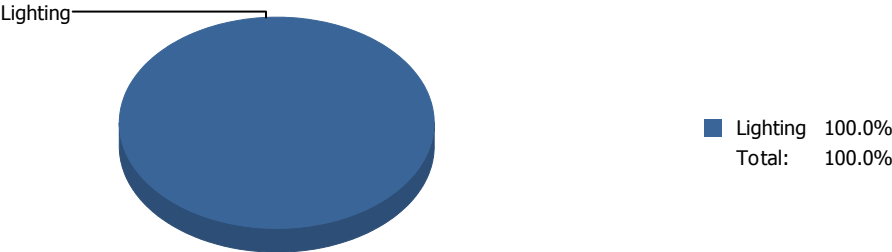
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	47,480.00 kWh	162.05	100.00%	\$3,574.97	94.18 %	\$0.080 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$221.04	5.82 %	\$0.000 / kWh
CostCenter: [760-1240] Disaster Services Totals:		162.05		\$3,796.01		

Cost Center: [ROOT] Root Node

Use Percentage



Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Lighting	64.00 kWh	0.22	100.00%	\$384.43	100.00 %	\$6.010 / kWh
CostCenter: [ROOT] Root Node Totals:		0.22		\$384.43		

Grand Totals:		40,265.80		\$536,373.84		
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Requested by: rpettigrew

Cient Version:

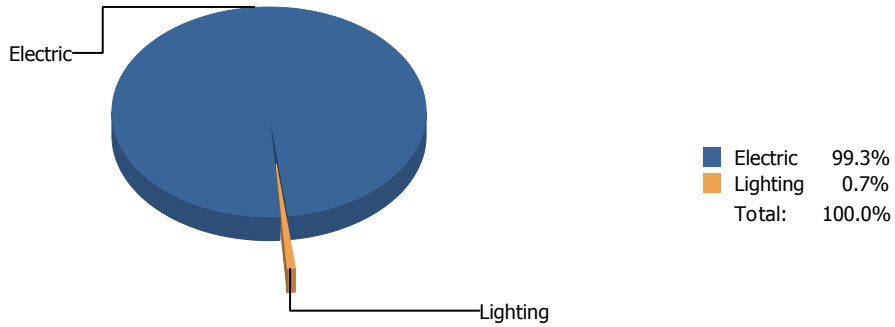
Report version: 6

Filters: Bill Begin Date Between 2013-07-01;2014-06-30; Bill is Void Equals 0; Bill Account is Active Equals 1; Bill is From a Vendor Equals 1; ;

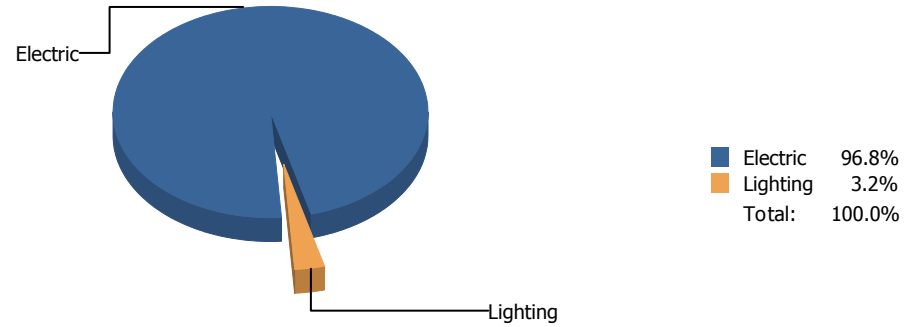
Record count: 39

Cost Center: [001-1052] Prairie Hills

Use Percentage



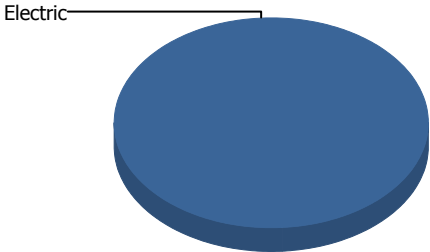
Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	297,440.00 kWh	1,015.16	99.28%	\$17,496.94	96.83 %	\$0.060 / kWh
Lighting	2,148.00 kWh	7.33	0.72%	\$572.31	3.17 %	\$0.270 / kWh
CostCenter: [001-1052] Prairie Hills Totals:		1,022.49		\$18,069.25		

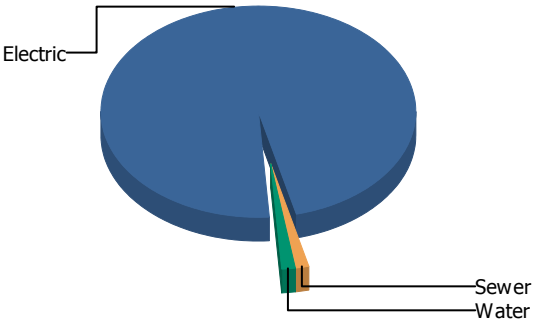
Cost Center: [001-3201] Tri-View A

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage



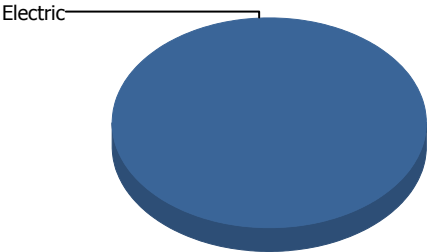
Electric 97.2%
 Sewer 1.4%
 Water 1.4%
 Total: 100.0%

Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	34,434.00 kWh	117.52	100.00%	\$2,313.64	97.20 %	\$0.070 / kWh
Sewer	1.50 Kgal		0.00%	\$32.63	1.37 %	\$21.810 / Kgal
Water	1.50 Kgal		0.00%	\$34.11	1.43 %	\$22.800 / Kgal
CostCenter: [001-3201] Tri-View A Totals:		117.52		\$2,380.38		

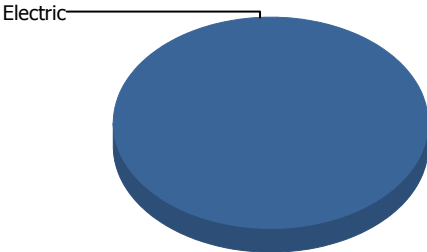
Cost Center: [001-6121] Dorothy Pecaut

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

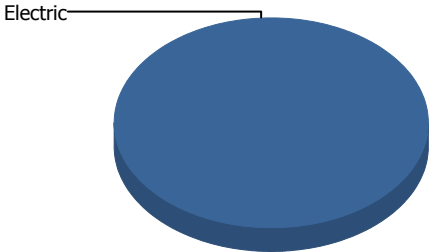


■ Electric 100.0%
Total: 100.0%

Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	119,280.00 kWh	407.10	100.00%	\$6,535.93	100.00 %	\$0.050 / kWh
CostCenter: [001-6121] Dorothy Pecaut Totals:		407.10		\$6,535.93		

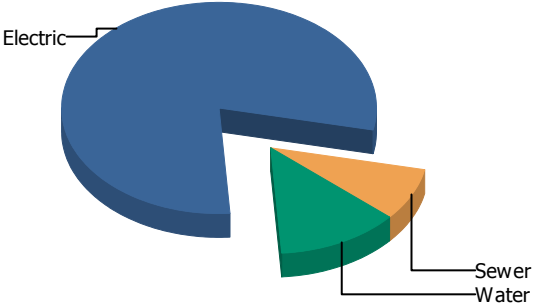
Cost Center: [001-8101] City of Anthon

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

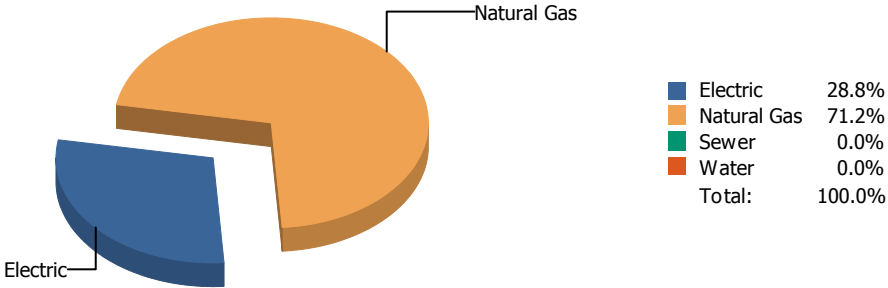


Electric 79.4%
 Sewer 8.1%
 Water 12.5%
 Total: 100.0%

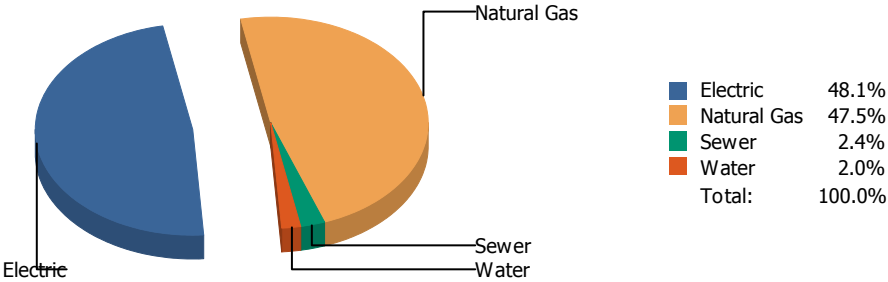
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	5,058.00 kWh	17.26	100.00%	\$712.76	79.41 %	\$0.140 / kWh
Sewer	4.29 Kgal		0.00%	\$72.80	8.11 %	\$16.970 / Kgal
Water	4.29 Kgal		0.00%	\$112.00	12.48 %	\$26.110 / Kgal
CostCenter: [001-8101] City of Anthon Totals:		17.26		\$897.56		

Cost Center: [001-9101] Courthouse

Use Percentage



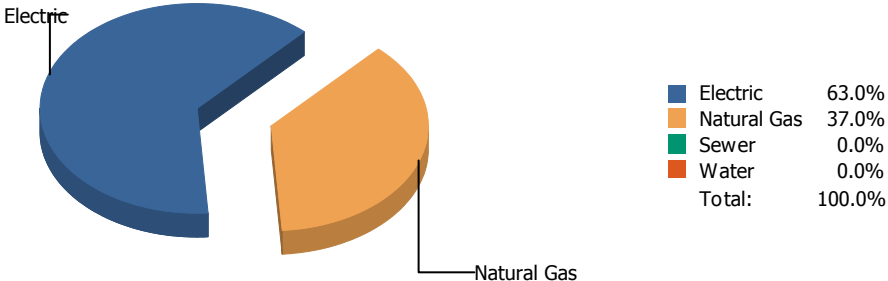
Cost Percentage



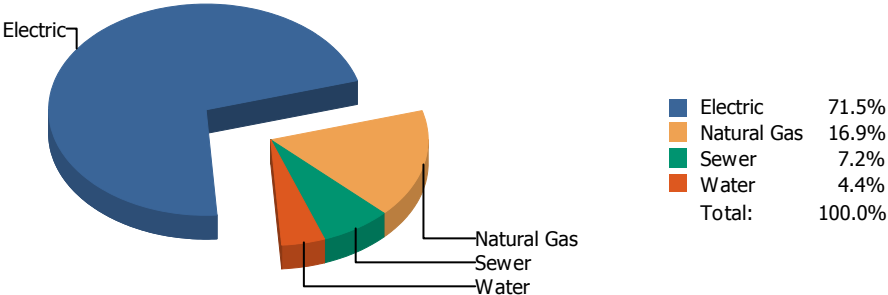
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,265,280.00 kWh	4,318.40	28.78%	\$64,779.47	48.11 %	\$0.050 / kWh
Natural Gas	106,857.00 THERM	10,685.70	71.22%	\$63,953.66	47.50 %	\$0.600 / THERM
Sewer	582.77 Kgal		0.00%	\$3,233.14	2.40 %	\$5.550 / Kgal
Water	582.77 Kgal		0.00%	\$2,683.27	1.99 %	\$4.600 / Kgal
CostCenter: [001-9101] Courthouse Totals:		15,004.10		\$134,649.54		

Cost Center: [001-9102] Law Enforcement Center

Use Percentage



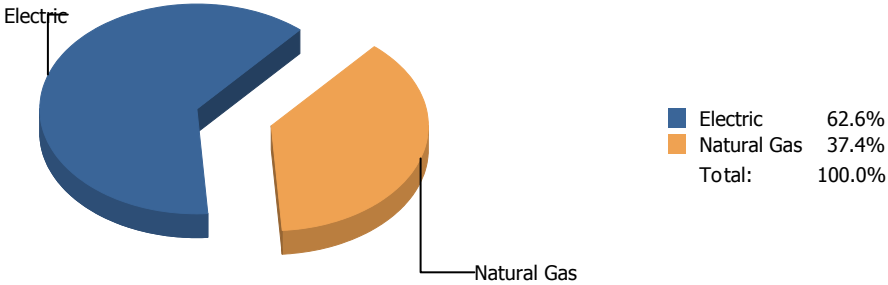
Cost Percentage



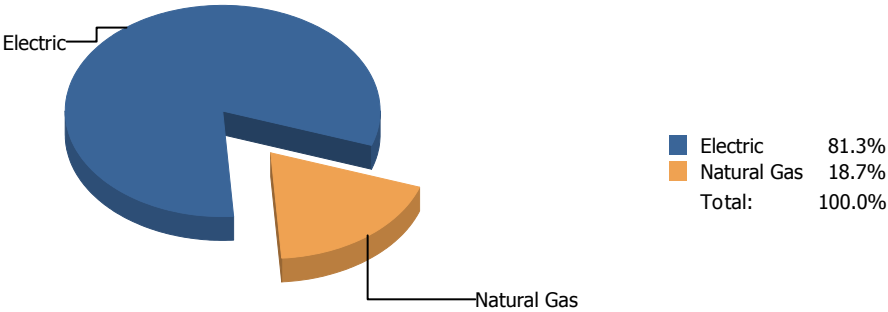
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,933,632.00 kWh	6,599.49	62.98%	\$99,164.84	71.53 %	\$0.050 / kWh
Natural Gas	38,794.00 THERM	3,879.40	37.02%	\$23,474.06	16.93 %	\$0.610 / THERM
Sewer	1,826.11 Kgal		0.00%	\$9,958.88	7.18 %	\$5.450 / Kgal
Water	1,826.11 Kgal		0.00%	\$6,033.93	4.35 %	\$3.300 / Kgal
CostCenter: [001-9102] Law Enforcement Center		10,478.89		\$138,631.71		
Totals:						

Cost Center: [001-9103] Trosper-Hoyt

Use Percentage



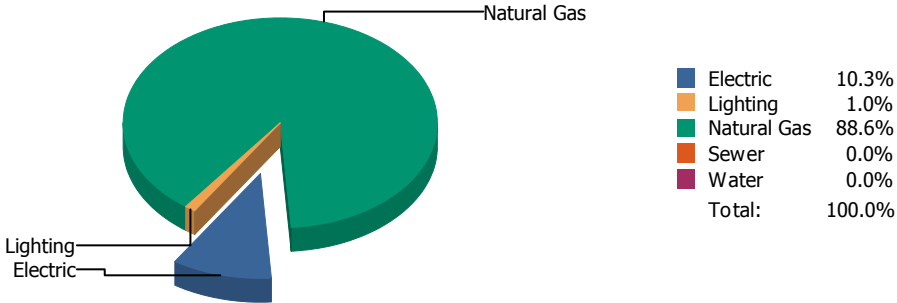
Cost Percentage



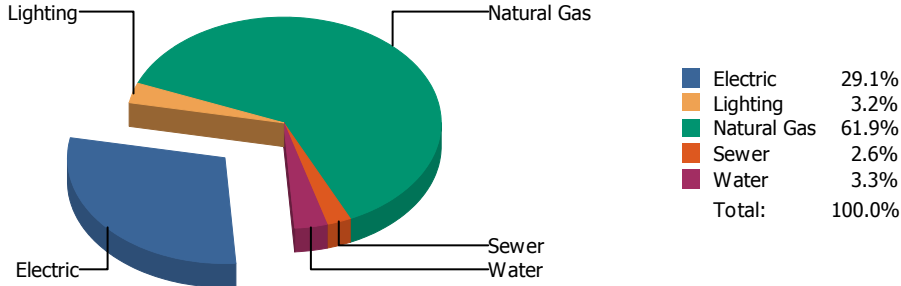
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,262,600.00 kWh	4,309.25	62.62%	\$70,924.69	81.31 %	\$0.060 / kWh
Natural Gas	25,719.00 THERM	2,571.90	37.38%	\$16,305.22	18.69 %	\$0.630 / THERM
CostCenter: [001-9103] Trosper-Hoyt Totals:		6,881.15		\$87,229.91		

Cost Center: [001-9108] Building Services

Use Percentage



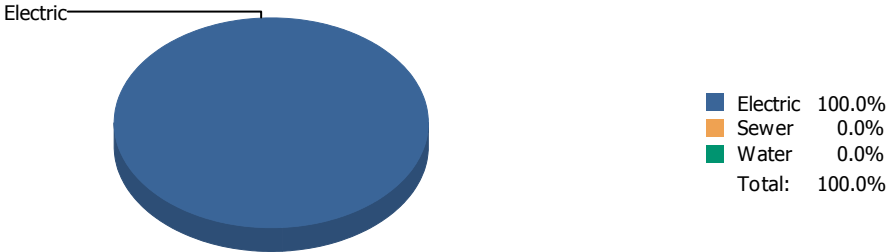
Cost Percentage



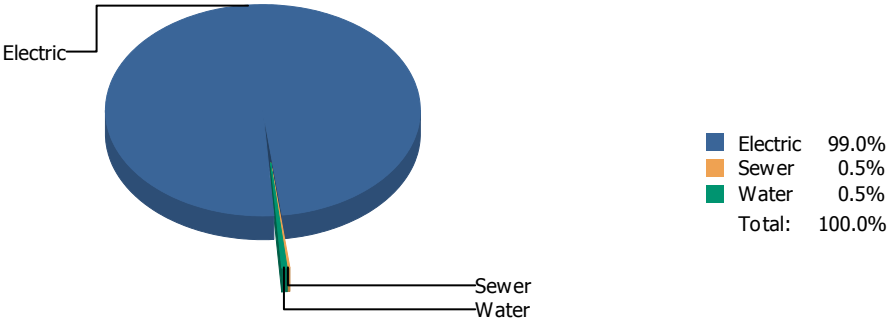
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	8,040.00 kWh	27.44	10.33%	\$760.83	29.09 %	\$0.090 / kWh
Lighting	810.00 kWh	2.76	1.04%	\$83.15	3.18 %	\$0.100 / kWh
Natural Gas	2,355.00 THERM	235.50	88.63%	\$1,618.32	61.87 %	\$0.690 / THERM
Sewer	3.74 Kgal		0.00%	\$67.20	2.57 %	\$17.970 / Kgal
Water	3.74 Kgal		0.00%	\$86.04	3.29 %	\$23.000 / Kgal
CostCenter: [001-9108] Building Services Totals:		265.71		\$2,615.54		

Cost Center: [001-9109] Tri-View B

Use Percentage



Cost Percentage

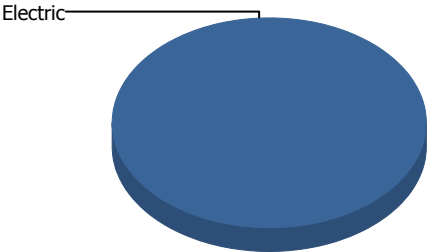


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	86,320.00 kWh	294.61	100.00%	\$5,249.52	99.04 %	\$0.060 / kWh
Sewer	2.24 Kgal		0.00%	\$25.25	0.48 %	\$11.250 / Kgal
Water	2.24 Kgal		0.00%	\$25.61	0.48 %	\$11.410 / Kgal
CostCenter: [001-9109] Tri-View B Totals:		294.61		\$5,300.38		

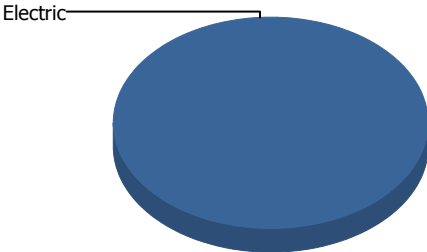
Cost Center: [01-6111] Little Sioux Park/Fowler

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

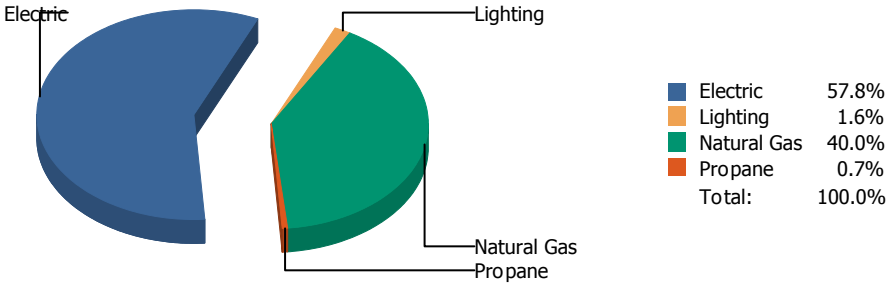


■ Electric 100.0%
Total: 100.0%

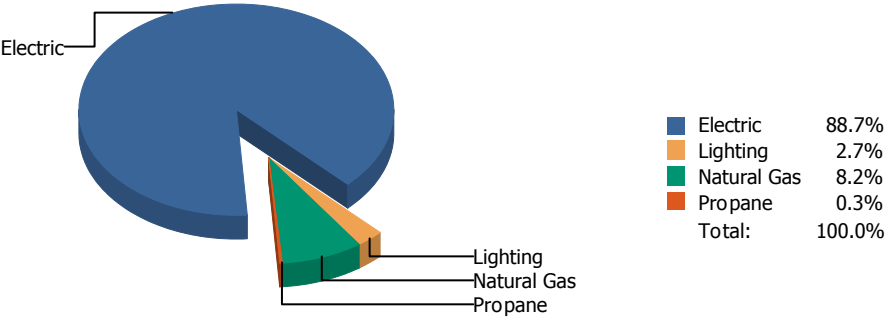
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	144,358.00 kWh	492.69	100.00%	\$9,810.59	100.00 %	\$0.070 / kWh
CostCenter: [01-6111] Little Sioux Park/Fowler		492.69		\$9,810.59		
Totals:						

Cost Center: [220-7213] Secondary Roads

Use Percentage



Cost Percentage

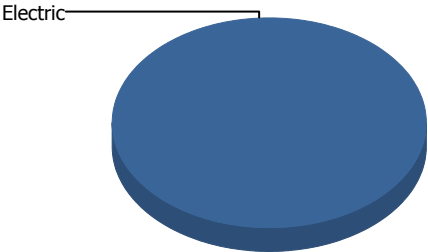


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	223,274.00 kWh	762.03	57.78%	\$40,481.98	88.73 %	\$0.180 / kWh
Lighting	6,016.00 kWh	20.53	1.56%	\$1,249.78	2.74 %	\$0.210 / kWh
Natural Gas	5,272.00 THERM	527.20	39.97%	\$3,760.49	8.24 %	\$0.710 / THERM
Propane	100.00 Gal	9.15	0.69%	\$133.00	0.29 %	\$1.330 / Gal
CostCenter: [220-7213] Secondary Roads Totals:		1,318.92		\$45,625.25		

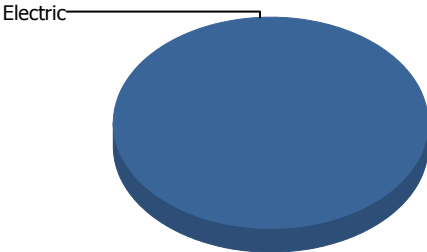
Cost Center: [261-6401] Hornick Library

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

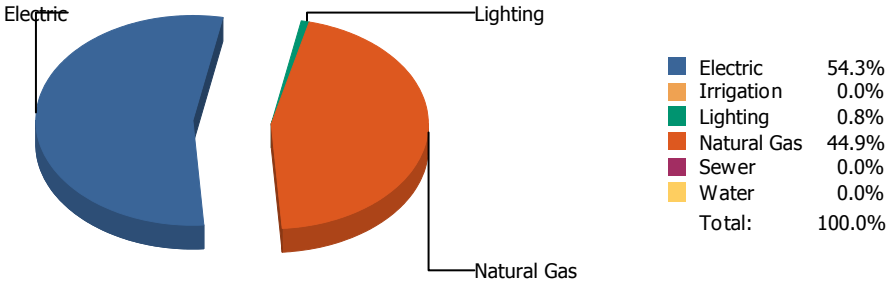


■ Electric 100.0%
Total: 100.0%

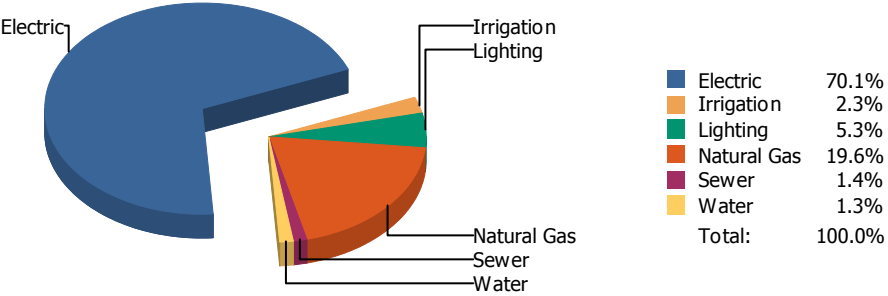
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	3,020.00 kWh	10.31	100.00%	\$363.20	100.00 %	\$0.120 / kWh
CostCenter: [261-6401] Hornick Library Totals:		10.31		\$363.20		

Cost Center: [273-3041] SiouxIn District Health Dept

Use Percentage



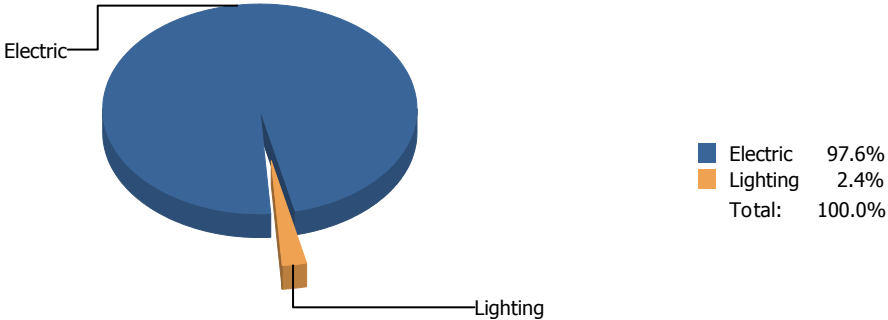
Cost Percentage



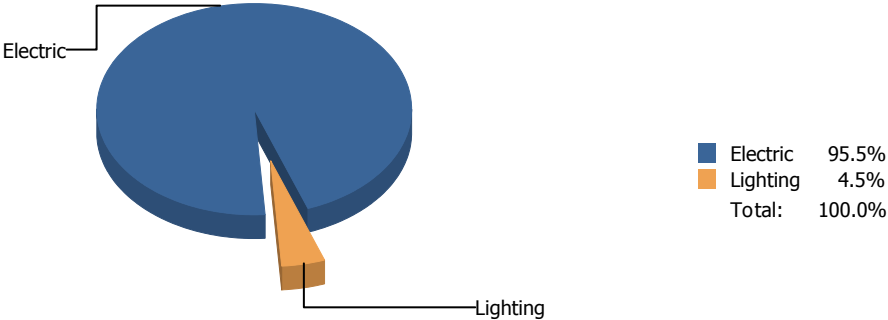
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	305,600.00 kWh	1,043.01	54.30%	\$18,690.67	70.13 %	\$0.060 / kWh
Irrigation	125.68 Kgal		0.00%	\$603.12	2.26 %	\$4.800 / Kgal
Lighting	4,318.00 kWh	14.74	0.77%	\$1,411.17	5.29 %	\$0.330 / kWh
Natural Gas	8,630.00 THERM	863.00	44.93%	\$5,229.10	19.62 %	\$0.610 / THERM
Sewer	68.08 Kgal		0.00%	\$380.30	1.43 %	\$5.590 / Kgal
Water	68.08 Kgal		0.00%	\$337.95	1.27 %	\$4.960 / Kgal
CostCenter: [273-3041] SiouxIn District Health		1,920.75		\$26,652.31		
Dept Totals:						

Cost Center: [760-1240] Disaster Services

Use Percentage



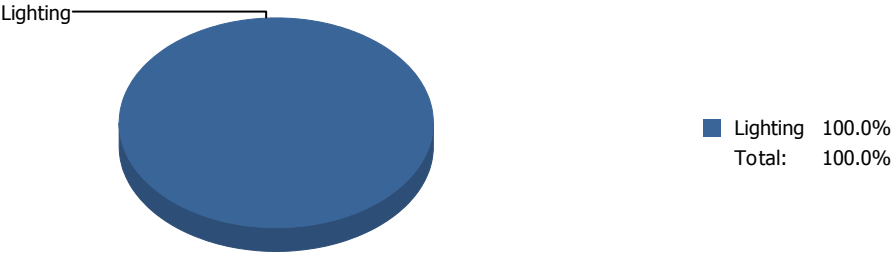
Cost Percentage



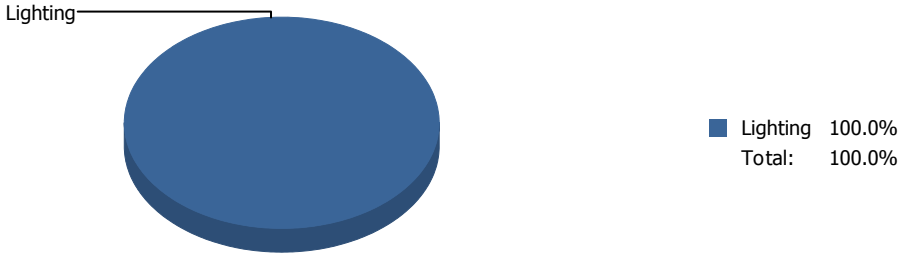
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	50,760.00 kWh	173.24	97.58%	\$3,490.27	95.48 %	\$0.070 / kWh
Lighting	1,258.00 kWh	4.29	2.42%	\$165.39	4.52 %	\$0.130 / kWh
CostCenter: [760-1240] Disaster Services Totals:		177.54		\$3,655.66		

Cost Center: [ROOT] Root Node

Use Percentage



Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Lighting	5.00 kWh	0.02	100.00%	\$26.07	100.00 %	\$5.210 / kWh
CostCenter: [ROOT] Root Node Totals:		0.02		\$26.07		

Grand Totals:		38,409.06		\$482,443.28		
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Requested by: rpettigrew

Client Version:

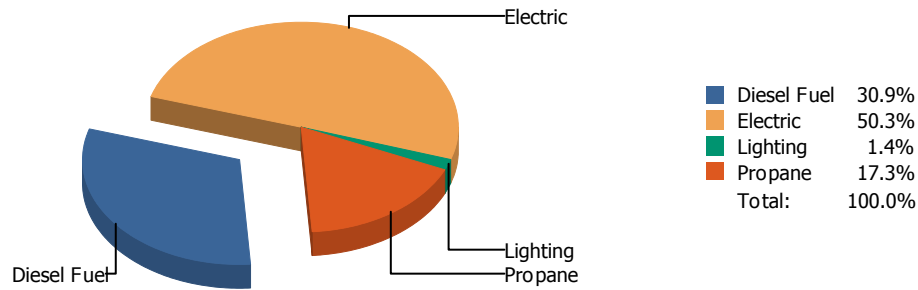
Report version: 6

Filters: Bill Begin Date Between 2014-07-01;2015-06-30; Bill is Void Equals 0; Bill Account is Active Equals 1; Bill is From a Vendor Equals 1; ;

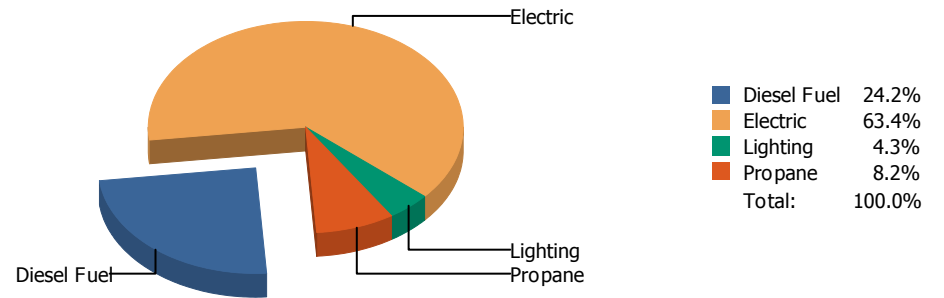
Record count: 42

Cost Center: [001-1052] Prairie Hills

Use Percentage



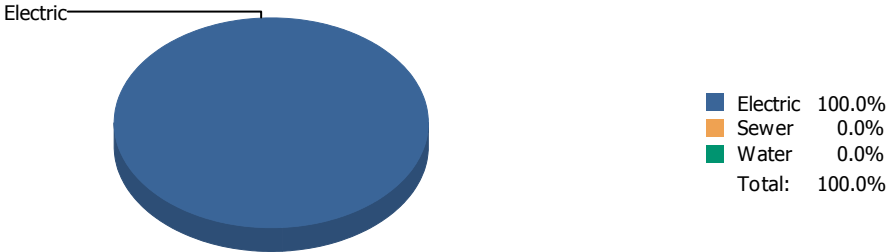
Cost Percentage



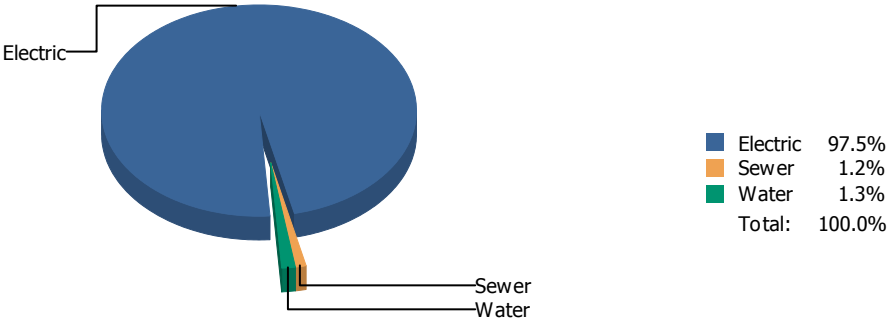
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Diesel Fuel	4,002.00 Gal	549.80	30.95%	\$6,279.14	24.18 %	\$1.570 / Gal
Electric	261,760.00 kWh	893.39	50.29%	\$16,455.35	63.38 %	\$0.060 / kWh
Lighting	7,466.00 kWh	25.48	1.43%	\$1,109.21	4.27 %	\$0.150 / kWh
Propane	3,365.00 Gal	307.90	17.33%	\$2,119.95	8.17 %	\$0.630 / Gal
CostCenter: [001-1052] Prairie Hills Totals:		1,776.56		\$25,963.65		

Cost Center: [001-3201] Tri-View A

Use Percentage



Cost Percentage

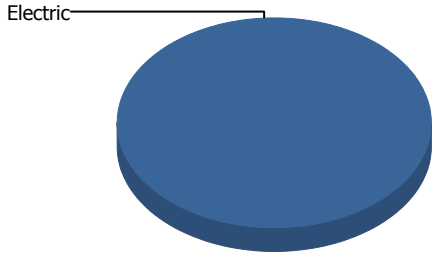


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	25,447.00 kWh	86.85	100.00%	\$1,796.66	97.48 %	\$0.070 / kWh
Sewer	109.69 Kgal		0.00%	\$22.00	1.19 %	\$0.200 / Kgal
Water	9.45 Kgal		0.00%	\$24.52	1.33 %	\$2.600 / Kgal
CostCenter: [001-3201] Tri-View A Totals:		86.85		\$1,843.18		

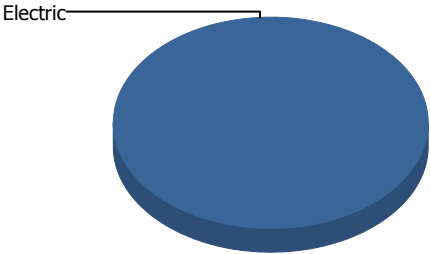
Cost Center: [001-6121] Dorothy Pecaut

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

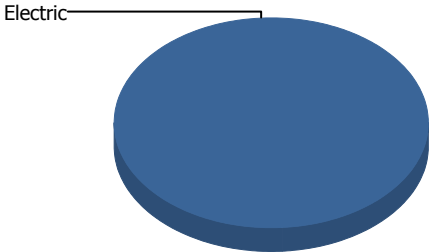


■ Electric 100.0%
Total: 100.0%

Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	169,140.00 kWh	577.27	100.00%	\$10,216.17	100.00 %	\$0.060 / kWh
CostCenter: [001-6121] Dorothy Pecaut Totals:		577.27		\$10,216.17		

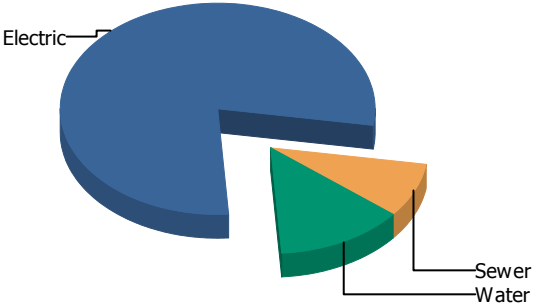
Cost Center: [001-8101] City of Anthon

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

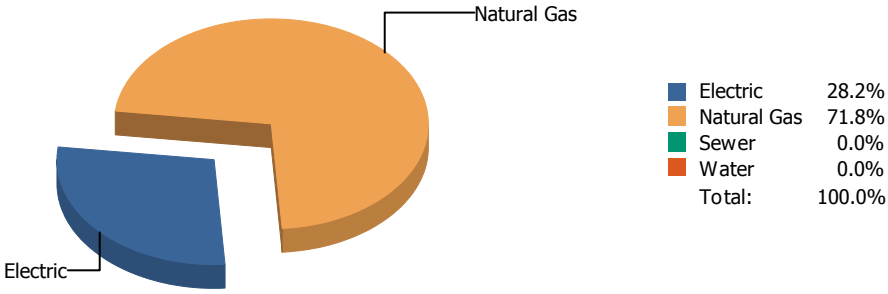


Electric 78.7%
 Sewer 8.4%
 Water 13.0%
 Total: 100.0%

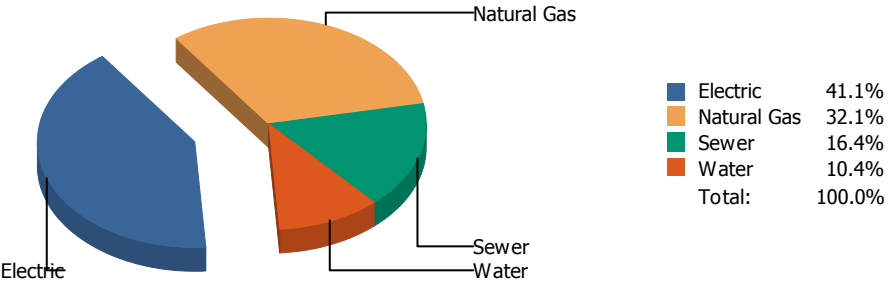
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	3,871.00 kWh	13.21	100.00%	\$551.75	78.66 %	\$0.140 / kWh
Sewer	3.83 Kgal		0.00%	\$58.80	8.38 %	\$15.350 / Kgal
Water	3.83 Kgal		0.00%	\$90.87	12.96 %	\$23.730 / Kgal
CostCenter: [001-8101] City of Anthon Totals:		13.21		\$701.42		

Cost Center: [001-9101] Courthouse

Use Percentage



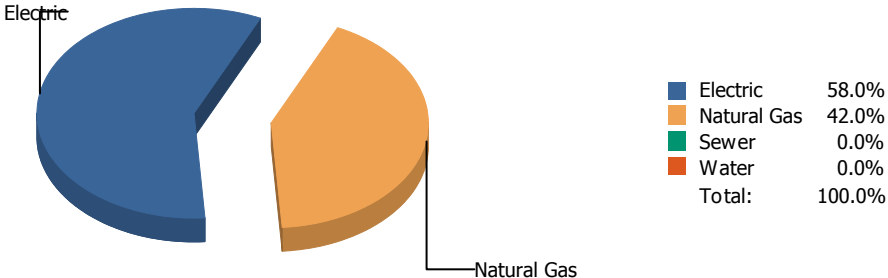
Cost Percentage



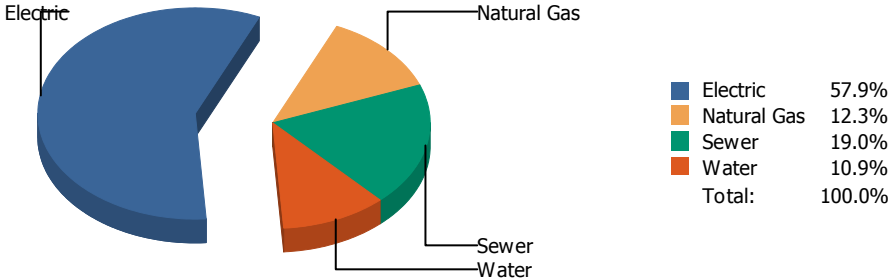
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,307,120.00 kWh	4,461.20	28.19%	\$71,064.07	41.09 %	\$0.050 / kWh
Natural Gas	113,618.00 THERM	11,361.80	71.81%	\$55,428.11	32.05 %	\$0.490 / THERM
Sewer	5,246.43 Kgal		0.00%	\$28,410.00	16.43 %	\$5.420 / Kgal
Water	5,233.95 Kgal		0.00%	\$18,028.86	10.43 %	\$3.440 / Kgal
CostCenter: [001-9101] Courthouse Totals:		15,823.00		\$172,931.04		

Cost Center: [001-9102] Law Enforcement Center

Use Percentage



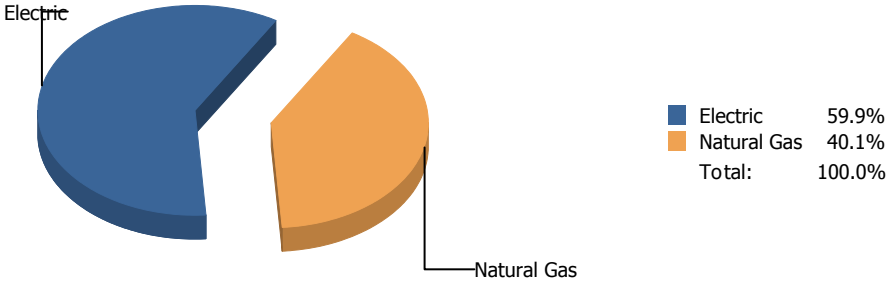
Cost Percentage



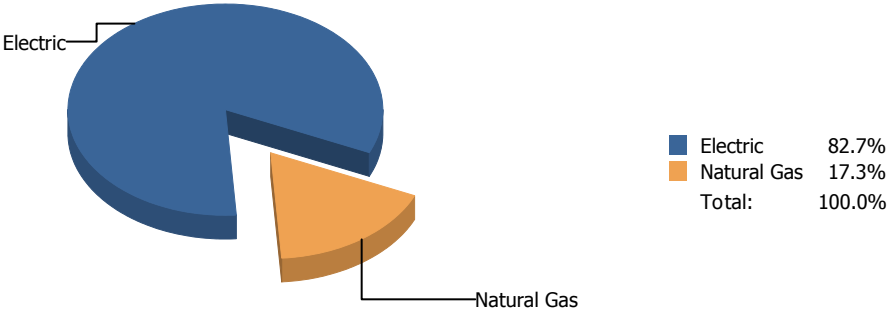
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,748,336.00 kWh	5,967.07	58.05%	\$99,741.18	57.86 %	\$0.060 / kWh
Natural Gas	43,128.00 THERM	4,312.80	41.95%	\$21,183.34	12.29 %	\$0.490 / THERM
Sewer	5,427.47 Kgal		0.00%	\$32,677.90	18.96 %	\$6.020 / Kgal
Water	5,474.72 Kgal		0.00%	\$18,768.13	10.89 %	\$3.430 / Kgal
CostCenter: [001-9102] Law Enforcement Center		10,279.87		\$172,370.55		
Totals:						

Cost Center: [001-9103] Trosper-Hoyt

Use Percentage



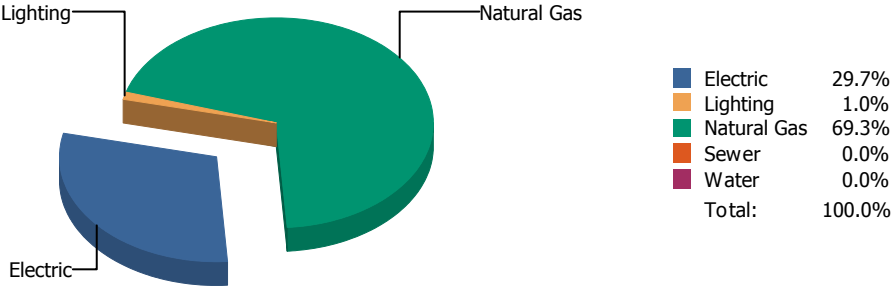
Cost Percentage



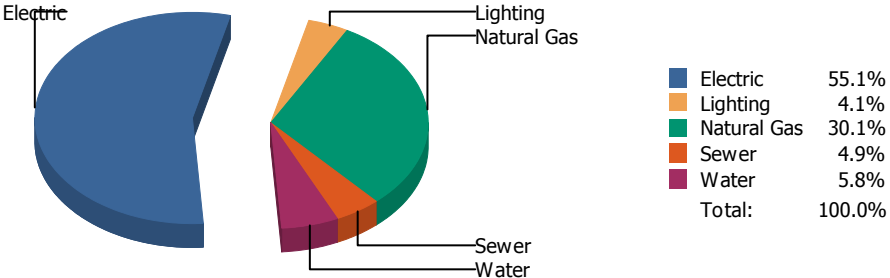
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,208,700.00 kWh	4,125.29	59.85%	\$66,939.84	82.67 %	\$0.060 / kWh
Natural Gas	27,674.00 THERM	2,767.40	40.15%	\$14,029.93	17.33 %	\$0.510 / THERM
CostCenter: [001-9103] Trosper-Hoyt Totals:		6,892.69		\$80,969.77		

Cost Center: [001-9108] Building Services

Use Percentage



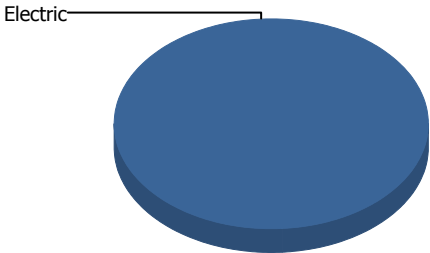
Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	26,960.00 kWh	92.01	29.71%	\$2,315.71	55.11 %	\$0.090 / kWh
Lighting	898.00 kWh	3.06	0.99%	\$171.50	4.08 %	\$0.190 / kWh
Natural Gas	2,146.00 THERM	214.60	69.30%	\$1,265.73	30.12 %	\$0.590 / THERM
Sewer	20.95 Kgal		0.00%	\$203.89	4.85 %	\$9.730 / Kgal
Water	20.82 Kgal		0.00%	\$245.27	5.84 %	\$11.780 / Kgal
CostCenter: [001-9108] Building Services Totals:		309.68		\$4,202.10		

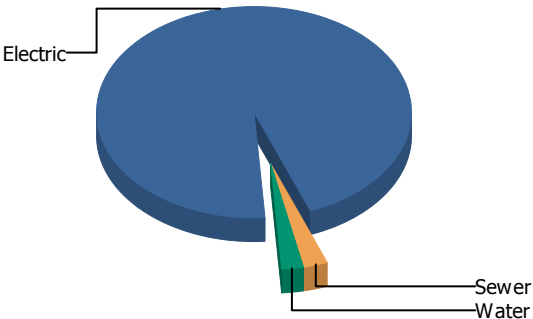
Cost Center: [001-9109] Tri-View B

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

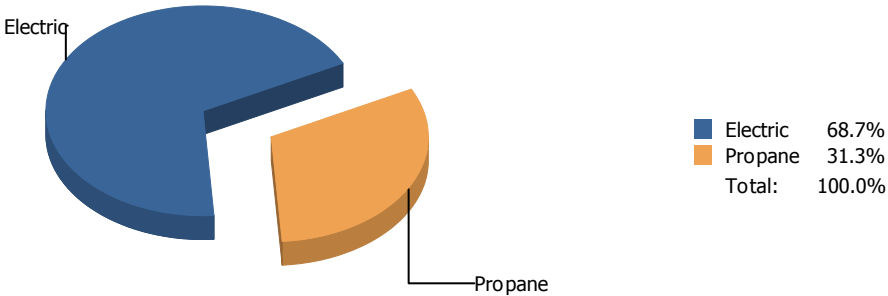


Electric 95.4%
 Sewer 2.3%
 Water 2.3%
 Total: 100.0%

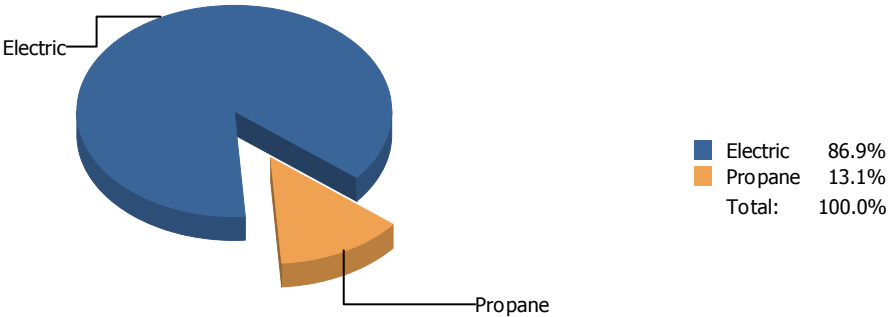
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	43,720.00 kWh	149.22	100.00%	\$3,121.69	95.40 %	\$0.070 / kWh
Sewer	478.78 Kgal		0.00%	\$76.73	2.34 %	\$0.160 / Kgal
Water	478.78 Kgal		0.00%	\$73.83	2.26 %	\$0.150 / Kgal
CostCenter: [001-9109] Tri-View B Totals:		149.22		\$3,272.25		

Cost Center: [01-6111] Little Sioux Park/Fowler

Use Percentage



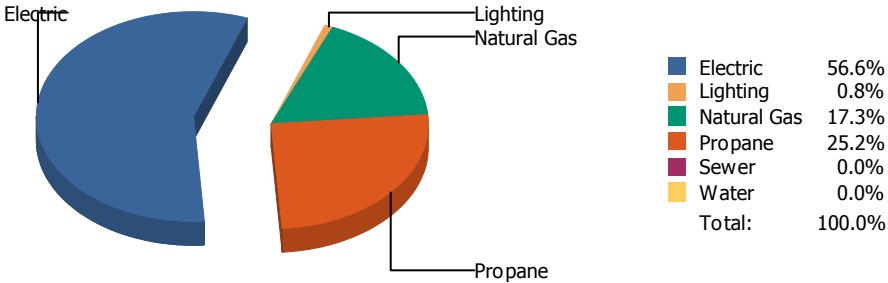
Cost Percentage



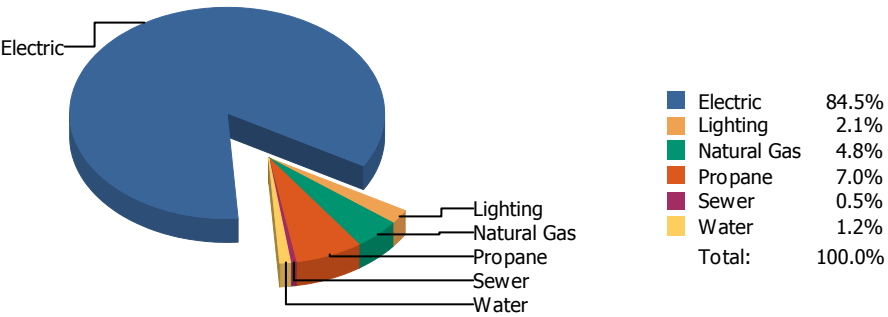
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	262,407.00 kWh	895.60	68.71%	\$18,589.55	86.89 %	\$0.070 / kWh
Propane	4,458.00 Gal	407.91	31.29%	\$2,804.65	13.11 %	\$0.630 / Gal
CostCenter: [01-6111] Little Sioux Park/Fowler		1,303.50		\$21,394.20		
Totals:						

Cost Center: [220-7213] Secondary Roads

Use Percentage



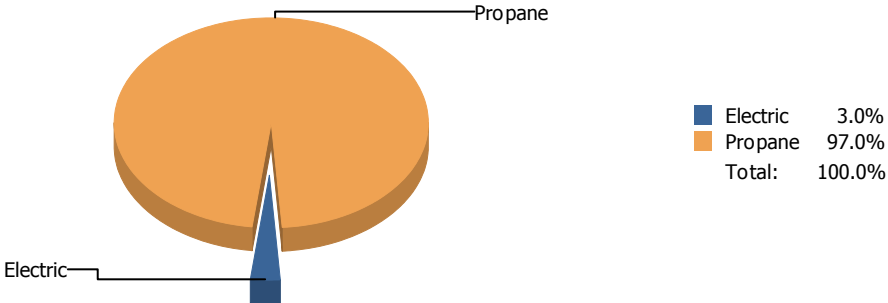
Cost Percentage



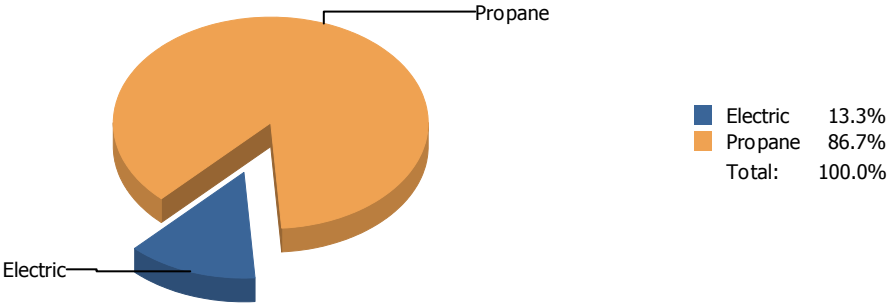
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	451,800.00 kWh	1,541.99	56.61%	\$56,840.55	84.48 %	\$0.130 / kWh
Lighting	6,770.00 kWh	23.11	0.85%	\$1,382.09	2.05 %	\$0.200 / kWh
Natural Gas	4,711.00 THERM	471.10	17.30%	\$3,204.77	4.76 %	\$0.680 / THERM
Propane	7,515.00 Gal	687.62	25.24%	\$4,734.45	7.04 %	\$0.630 / Gal
Sewer	5.00 Kgal		0.00%	\$324.50	0.48 %	\$64.890 / Kgal
Water	1,874.86 Kgal		0.00%	\$795.46	1.18 %	\$0.420 / Kgal
CostCenter: [220-7213] Secondary Roads Totals:		2,723.82		\$67,281.82		

Cost Center: [261-6401] Hornick Library

Use Percentage



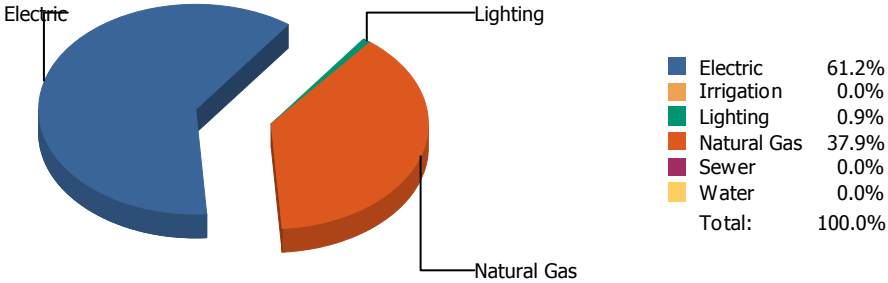
Cost Percentage



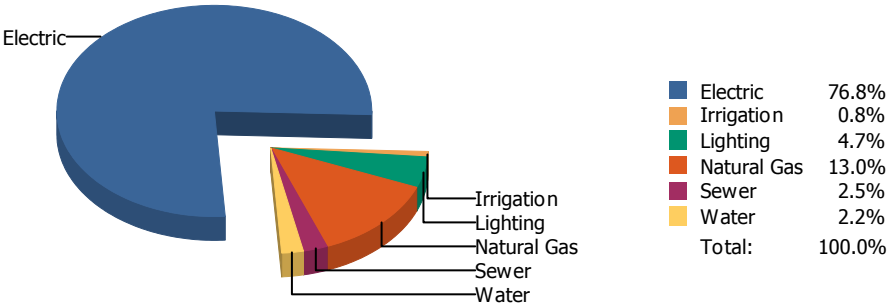
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	1,659.00 kWh	5.66	2.97%	\$194.94	13.26 %	\$0.120 / kWh
Propane	2,025.00 Gal	185.29	97.03%	\$1,275.75	86.74 %	\$0.630 / Gal
CostCenter: [261-6401] Hornick Library Totals:		190.95		\$1,470.69		

Cost Center: [273-3041] SiouxIn District Health Dept

Use Percentage



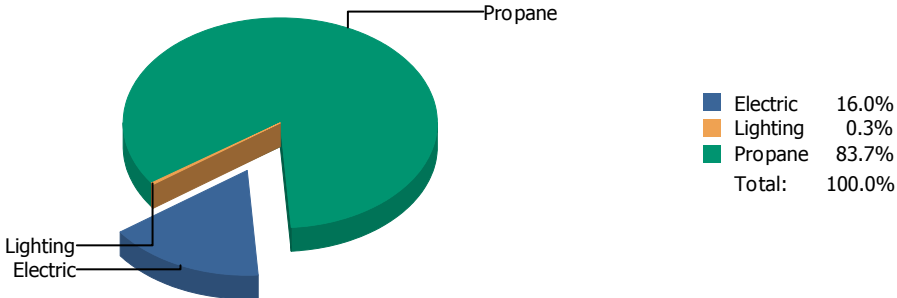
Cost Percentage



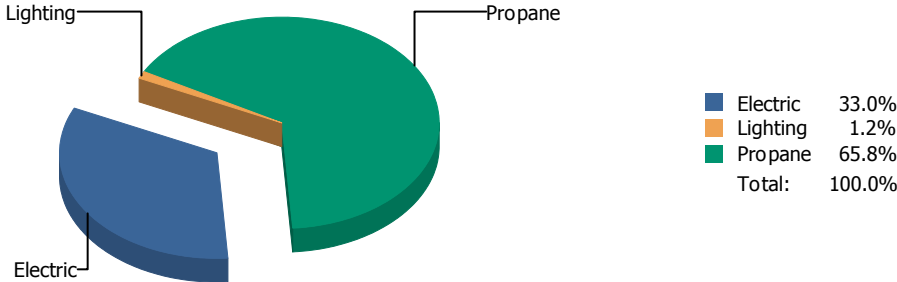
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	365,280.00 kWh	1,246.70	61.17%	\$23,668.56	76.78 %	\$0.060 / kWh
Irrigation	51.62 Kgal		0.00%	\$247.71	0.80 %	\$4.800 / Kgal
Lighting	5,385.00 kWh	18.38	0.90%	\$1,455.31	4.72 %	\$0.270 / kWh
Natural Gas	7,729.00 THERM	772.90	37.92%	\$4,003.84	12.99 %	\$0.520 / THERM
Sewer	135.41 Kgal		0.00%	\$765.45	2.48 %	\$5.650 / Kgal
Water	135.41 Kgal		0.00%	\$687.24	2.23 %	\$5.080 / Kgal
CostCenter: [273-3041] SiouxIn District Health		2,037.98		\$30,828.11		
Dept Totals:						

Cost Center: [760-1240] Disaster Services

Use Percentage



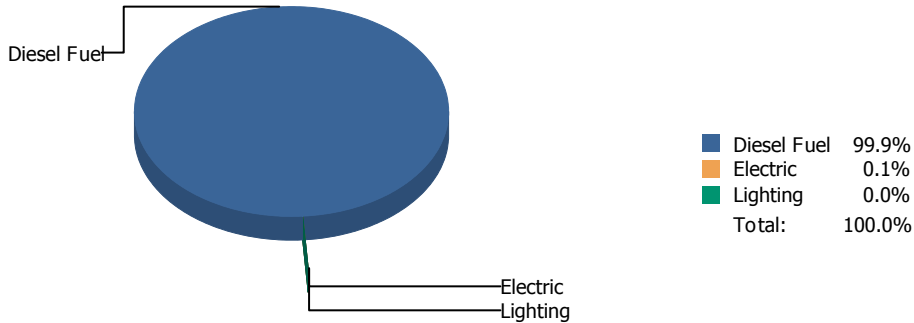
Cost Percentage



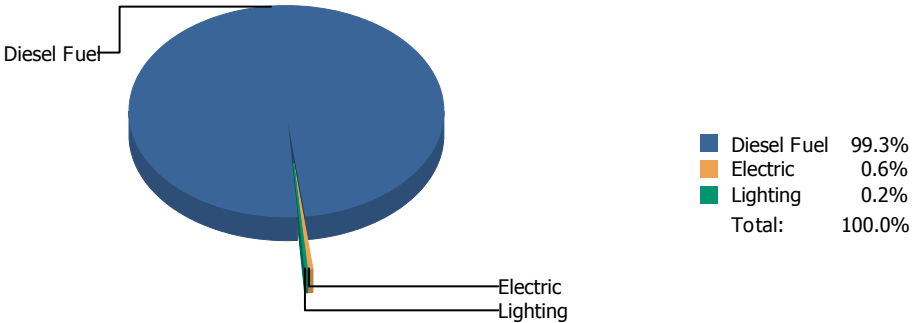
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	57,760.00 kWh	197.13	16.01%	\$4,103.71	33.00 %	\$0.070 / kWh
Lighting	1,130.00 kWh	3.86	0.31%	\$153.43	1.23 %	\$0.140 / kWh
Propane	11,262.00 Gal	1,030.47	83.68%	\$8,178.38	65.77 %	\$0.730 / Gal
CostCenter: [760-1240] Disaster Services Totals:		1,231.46		\$12,435.52		

Cost Center: [ROOT] Root Node

Use Percentage



Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Diesel Fuel	10,804.00 Gal	1,484.26	99.90%	\$14,693.46	99.25 %	\$1.360 / Gal
Electric	335.00 kWh	1.14	0.08%	\$87.29	0.59 %	\$0.260 / kWh
Lighting	94.00 kWh	0.32	0.02%	\$23.06	0.16 %	\$0.250 / kWh
CostCenter: [ROOT] Root Node Totals:		1,485.73		\$14,803.81		

Grand Totals:		44,881.81		\$620,684.28		
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Requested by: rpettigrew

Client Version:

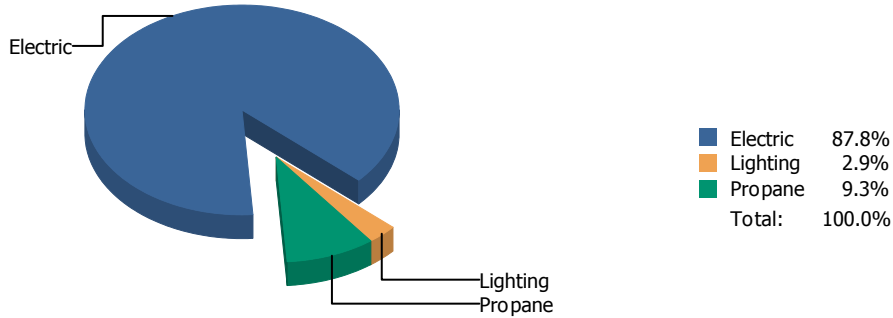
Report version: 6

Filters: Bill Begin Date Between 2015-07-01;2016-06-30; Bill is Void Equals 0; Bill Account is Active Equals 1; Bill is From a Vendor Equals 1; ;

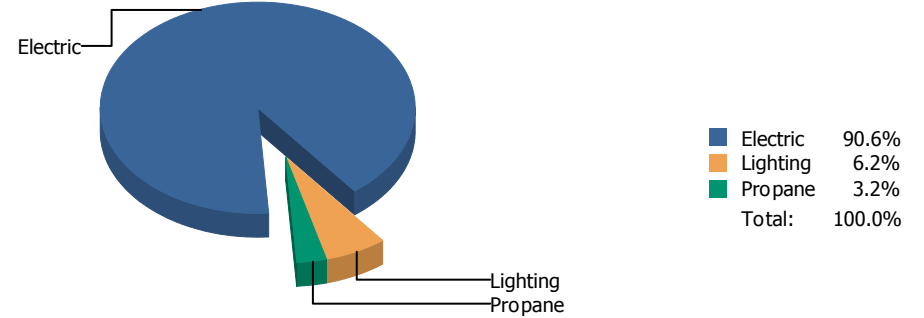
Record count: 51

Cost Center: [001-1052] Prairie Hills

Use Percentage



Cost Percentage

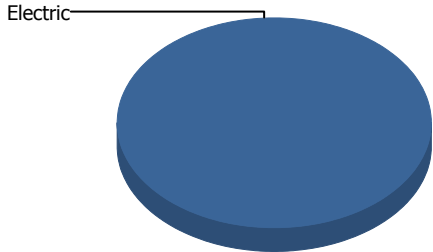


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	50,720.00 kWh	173.11	87.85%	\$3,581.66	90.63 %	\$0.070 / kWh
Lighting	1,653.00 kWh	5.64	2.86%	\$244.30	6.18 %	\$0.150 / kWh
Propane	200.00 Gal	18.30	9.29%	\$126.00	3.19 %	\$0.630 / Gal
CostCenter: [001-1052] Prairie Hills Totals:		197.05		\$3,951.96		

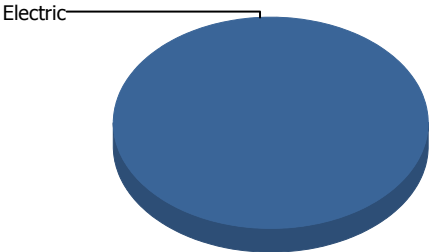
Cost Center: [001-3201] Tri-View A

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%



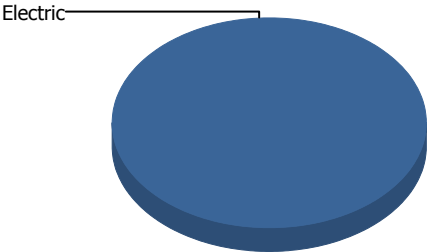
■ Electric 100.0%
Total: 100.0%

Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	2,177.00 kWh	7.43	100.00%	\$190.46	100.00 %	\$0.090 / kWh
CostCenter: [001-3201] Tri-View A Totals:		7.43		\$190.46		

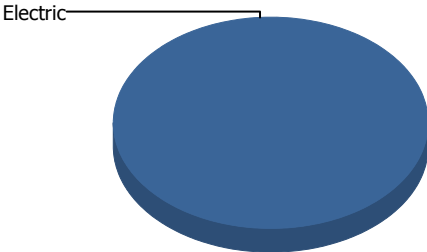
Cost Center: [001-6121] Dorothy Pecaut

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

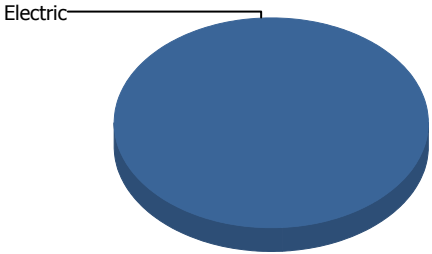


■ Electric 100.0%
Total: 100.0%

Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	68,220.00 kWh	232.83	100.00%	\$3,937.97	100.00 %	\$0.060 / kWh
CostCenter: [001-6121] Dorothy Pecaut Totals:		232.83		\$3,937.97		

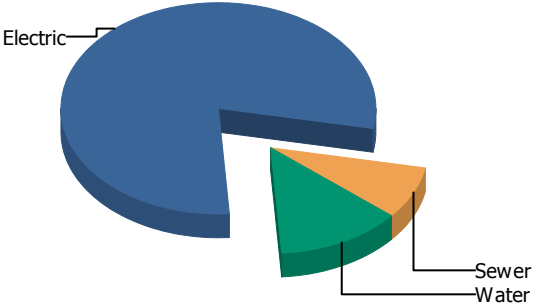
Cost Center: [001-8101] City of Anthon

Use Percentage



Electric 100.0%
 Sewer 0.0%
 Water 0.0%
 Total: 100.0%

Cost Percentage

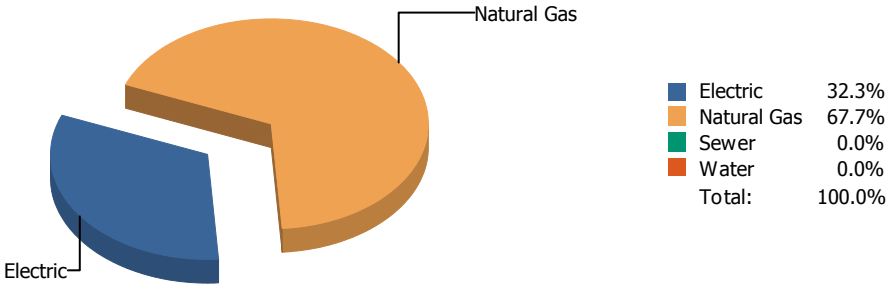


Electric 79.1%
 Sewer 8.2%
 Water 12.7%
 Total: 100.0%

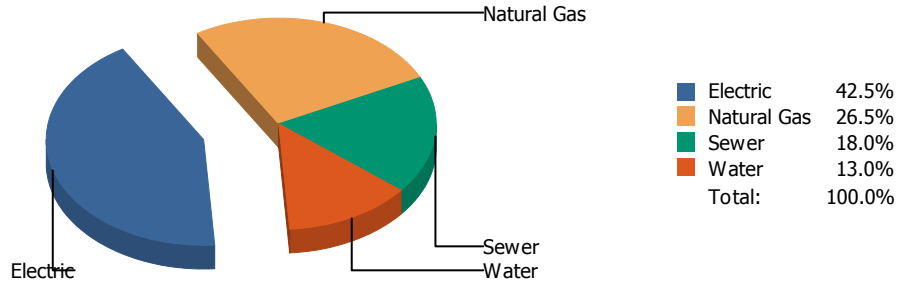
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	2,295.00 kWh	7.83	100.00%	\$324.24	79.08 %	\$0.140 / kWh
Sewer	1.74 Kgal		0.00%	\$33.80	8.24 %	\$19.430 / Kgal
Water	1.74 Kgal		0.00%	\$52.00	12.68 %	\$29.890 / Kgal
CostCenter: [001-8101] City of Anthon Totals:		7.83		\$410.04		

Cost Center: [001-9101] Courthouse

Use Percentage



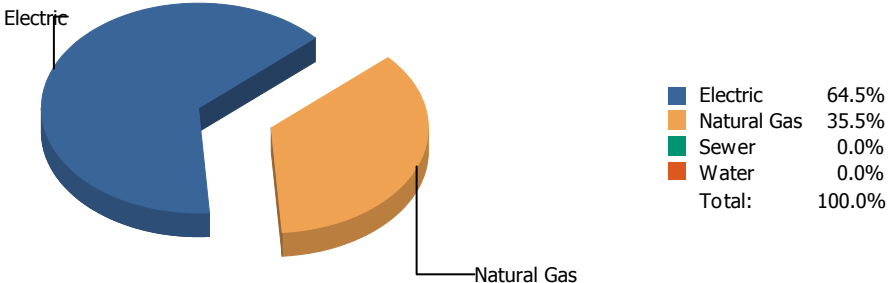
Cost Percentage



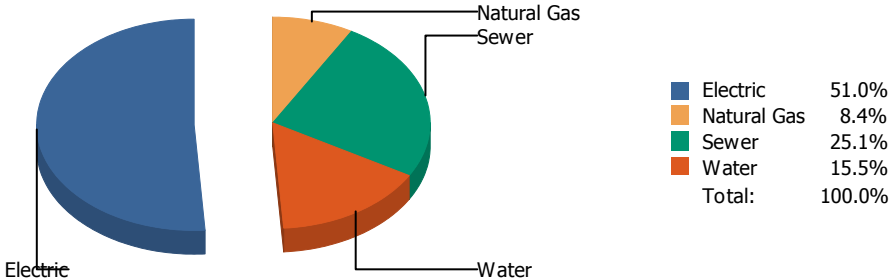
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	479,760.00 kWh	1,637.42	32.31%	\$28,430.94	42.52 %	\$0.060 / kWh
Natural Gas	34,307.00 THERM	3,430.70	67.69%	\$17,709.53	26.49 %	\$0.520 / THERM
Sewer	2,212.88 Kgal		0.00%	\$12,043.91	18.01 %	\$5.440 / Kgal
Water	2,212.88 Kgal		0.00%	\$8,680.35	12.98 %	\$3.920 / Kgal
CostCenter: [001-9101] Courthouse Totals:		5,068.12		\$66,864.73		

Cost Center: [001-9102] Law Enforcement Center

Use Percentage



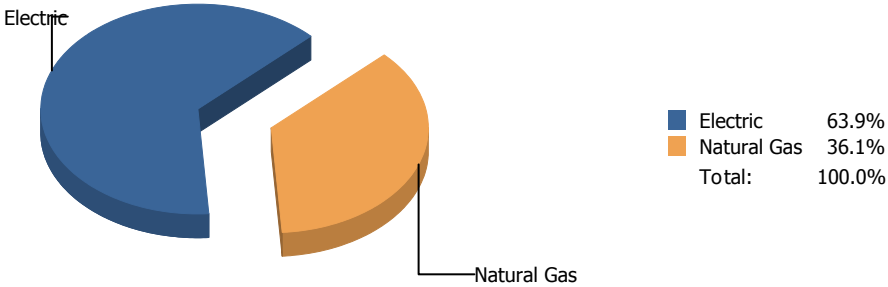
Cost Percentage



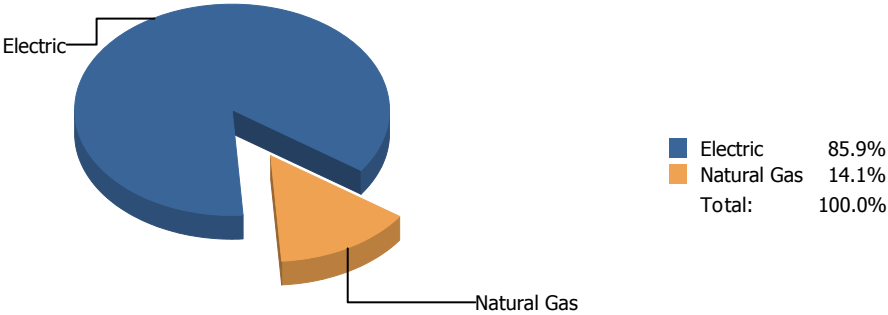
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	684,288.00 kWh	2,335.47	64.53%	\$42,471.46	51.01 %	\$0.060 / kWh
Natural Gas	12,837.00 THERM	1,283.70	35.47%	\$6,982.56	8.39 %	\$0.540 / THERM
Sewer	3,854.21 Kgal		0.00%	\$20,877.95	25.07 %	\$5.420 / Kgal
Water	3,854.21 Kgal		0.00%	\$12,931.20	15.53 %	\$3.360 / Kgal
CostCenter: [001-9102] Law Enforcement Center		3,619.17		\$83,263.17		
Totals:						

Cost Center: [001-9103] Trosper-Hoyt

Use Percentage



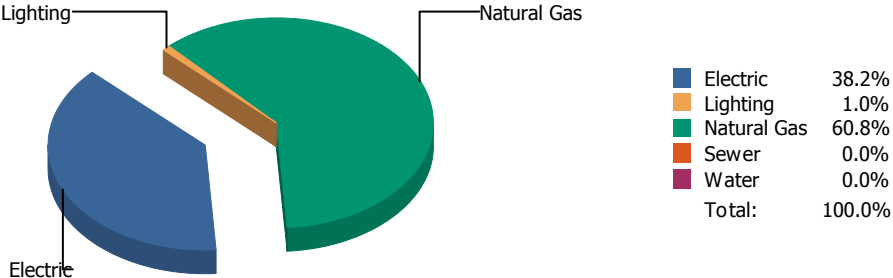
Cost Percentage



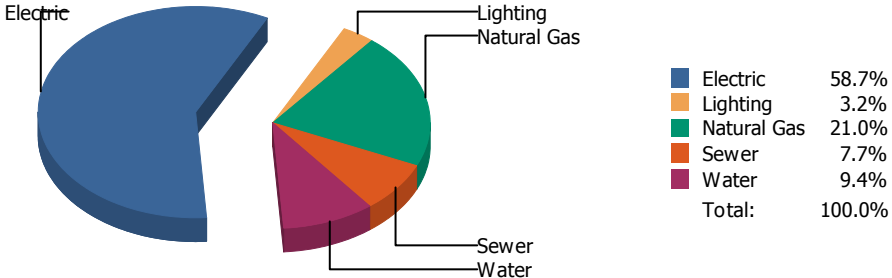
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	361,400.00 kWh	1,233.46	63.85%	\$23,980.23	85.86 %	\$0.070 / kWh
Natural Gas	6,982.00 THERM	698.20	36.15%	\$3,949.16	14.14 %	\$0.570 / THERM
CostCenter: [001-9103] Trosper-Hoyt Totals:		1,931.66		\$27,929.39		

Cost Center: [001-9108] Building Services

Use Percentage



Cost Percentage

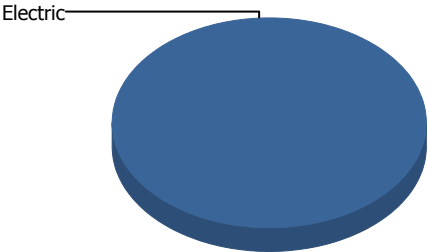


Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	11,520.00 kWh	39.32	38.22%	\$1,104.38	58.68 %	\$0.100 / kWh
Lighting	307.00 kWh	1.05	1.02%	\$59.61	3.17 %	\$0.190 / kWh
Natural Gas	625.00 THERM	62.50	60.76%	\$396.07	21.04 %	\$0.630 / THERM
Sewer	17.21 Kgal		0.00%	\$144.66	7.69 %	\$8.410 / Kgal
Water	17.21 Kgal		0.00%	\$177.46	9.43 %	\$10.310 / Kgal
CostCenter: [001-9108] Building Services Totals:		102.87		\$1,882.18		

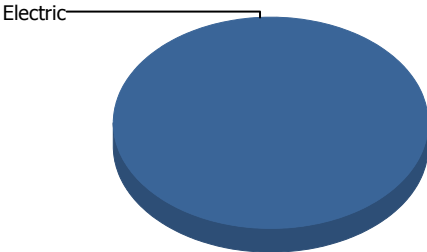
Cost Center: [01-6111] Little Sioux Park/Fowler

Use Percentage

Cost Percentage



■ Electric 100.0%
Total: 100.0%

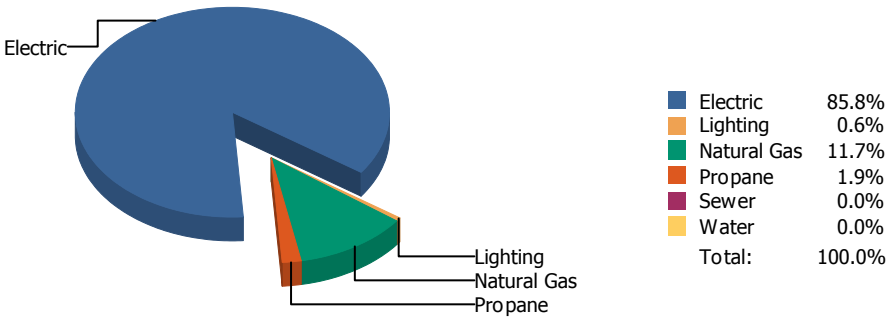


■ Electric 100.0%
Total: 100.0%

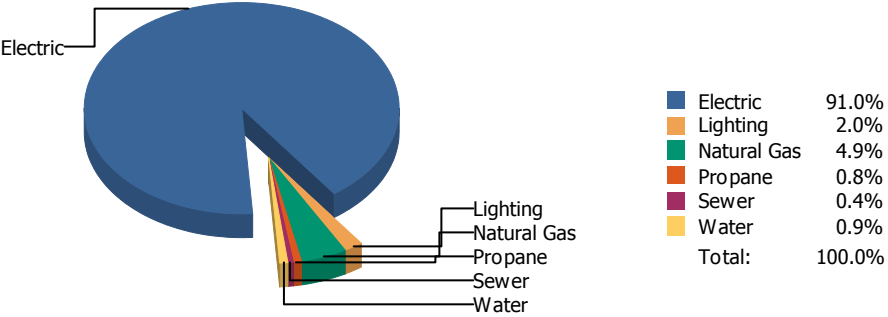
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	2,002,464.00 kWh	6,834.41	100.00%	\$5,453.62	100.00 %	\$0.000 / kWh
CostCenter: [01-6111] Little Sioux Park/Fowler		6,834.41		\$5,453.62		
Totals:						

Cost Center: [220-7213] Secondary Roads

Use Percentage



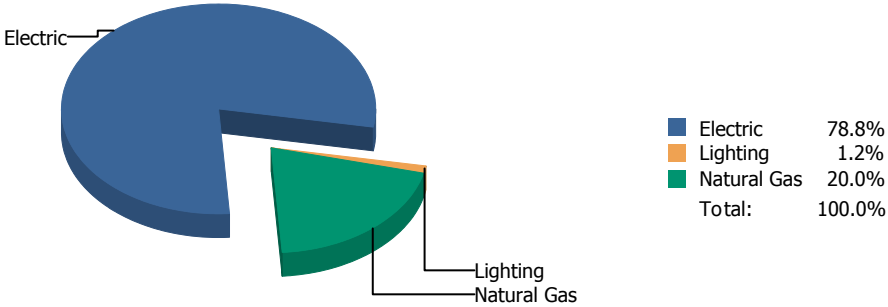
Cost Percentage



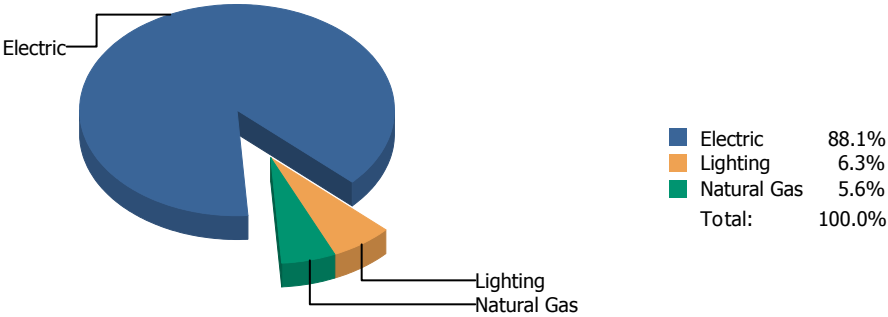
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	418,864.85 kWh	1,429.59	85.75%	\$24,424.93	91.03 %	\$0.060 / kWh
Lighting	3,171.00 kWh	10.82	0.65%	\$529.76	1.97 %	\$0.170 / kWh
Natural Gas	1,947.00 THERM	194.70	11.68%	\$1,303.84	4.86 %	\$0.670 / THERM
Propane	350.00 Gal	32.03	1.92%	\$217.00	0.81 %	\$0.620 / Gal
Sewer	2,976.00 Kgal		0.00%	\$102.50	0.38 %	\$0.030 / Kgal
Water	845.01 Kgal		0.00%	\$252.50	0.94 %	\$0.300 / Kgal
CostCenter: [220-7213] Secondary Roads Totals:		1,667.13		\$26,830.53		

Cost Center: [273-3041] SiouxIn District Health Dept

Use Percentage



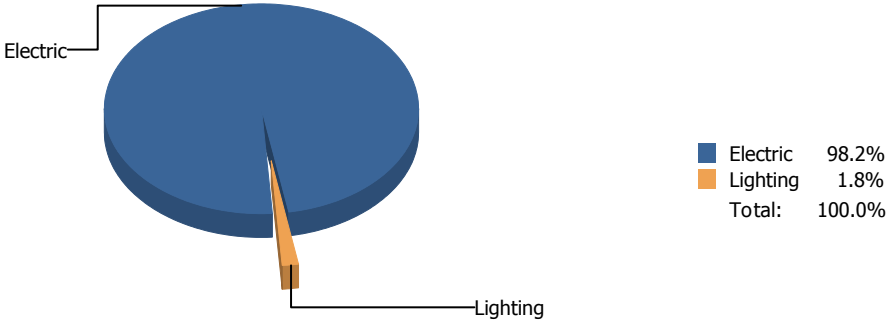
Cost Percentage



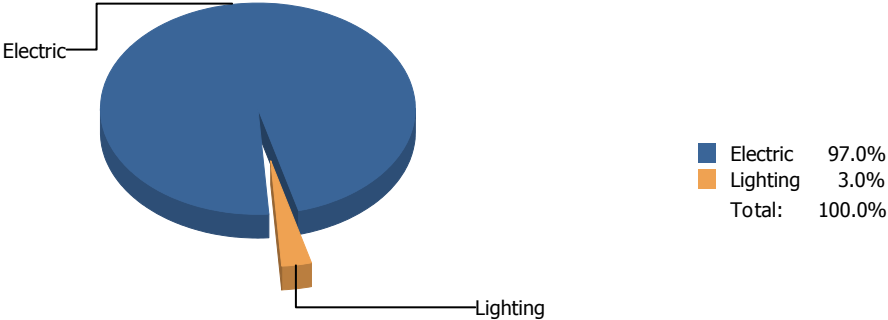
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	99,840.00 kWh	340.75	78.83%	\$8,393.81	88.12 %	\$0.080 / kWh
Lighting	1,533.00 kWh	5.23	1.21%	\$600.31	6.30 %	\$0.390 / kWh
Natural Gas	863.00 THERM	86.30	19.96%	\$531.50	5.58 %	\$0.620 / THERM
CostCenter: [273-3041] SiouxIn District Health		432.29		\$9,525.62		
Dept Totals:						

Cost Center: [760-1240] Disaster Services

Use Percentage



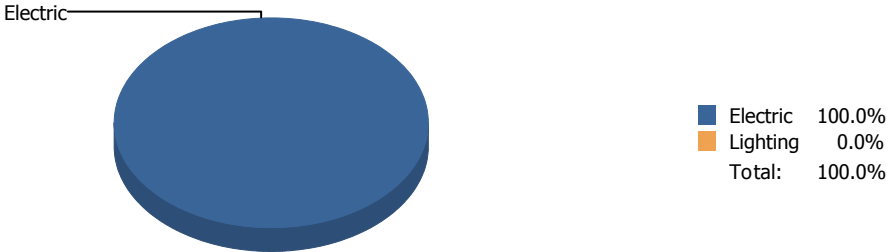
Cost Percentage



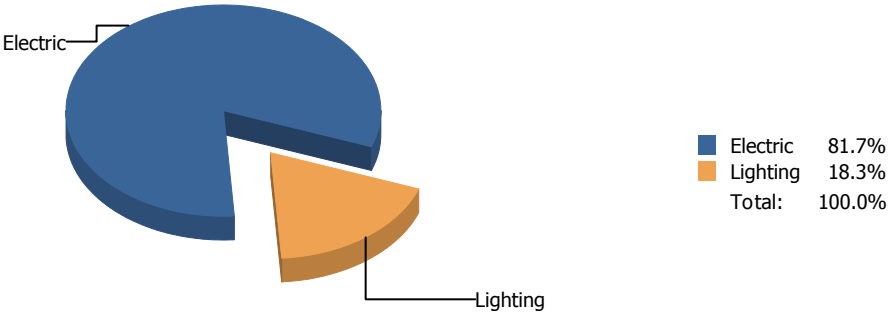
Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	8,640.00 kWh	29.49	98.25%	\$824.64	96.99 %	\$0.100 / kWh
Lighting	154.00 kWh	0.53	1.75%	\$25.62	3.01 %	\$0.170 / kWh
CostCenter: [760-1240] Disaster Services Totals:		30.01		\$850.26		

Cost Center: [ROOT] Root Node

Use Percentage



Cost Percentage



Commodity	Common Use	Use - MMBtu	Use - %	Cost	Cost %	Cost / Unit
Electric	221.00 kWh	0.75	100.00%	\$59.44	81.69 %	\$0.270 / kWh
Lighting	0.00 kWh	0.00	0.00%	\$13.32	18.31 %	\$0.000 / kWh
CostCenter: [ROOT] Root Node Totals:		0.75		\$72.76		

Grand Totals:		20,131.56		\$231,162.69		
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Requested by: rpettigrew

Client Version:

Report version: 6

Filters: Bill Begin Date Between 2016-07-01|2017-06-30; Bill is Void Equals 0; Bill Account is Active Equals 1; Bill is From a Vendor Equals 1; ;

Record count: 37

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

#14c

Date: 1/25/2017

Weekly Agenda Date: 1/31/2017

ELECTED OFFICIAL / DEPARTMENT HEAD / CITIZEN: Supervisor Taylor

WORDING FOR AGENDA ITEM:

Allocation of Gaming Revenues for Tax Relief and a Moratorium on Non-Essential Equipment Replacement

ACTION REQUIRED:

Approve Ordinance

Approve Resolution

Approve Motion

Give Direction

Other: Informational

Attachments

EXECUTIVE SUMMARY:

This action is in concert with last week's action of obligating only \$75,000 from gaming revenues to the Ag Expo Center which increases the unobligated amount of gaming revenues to \$489,218. The other \$75,000 now comes from LOST because of last week's action. (There is \$133,171 unallocated in LOST, and it is anticipated that the original purpose of LOST funds for rural planning will be unimpeded as at least \$50,000 savings in LOST most likely will be realized through the common-sense measure of combining clerk positions in P&Z/Econ Development if not further re-organizational efficacy.)

This leaves a total of \$400,000 for property tax relief. \$400,000 would be the single most concentrated gaming revenue effort to property tax reduction with the usage of gaming revenue. In order to accomplish this and help further close the gap of the beginning \$2.4 million shortfall, the following items would be asked to be approved as a consequence (see background for further information).

BACKGROUND:

There should be a moratorium on all 6000 line items and above for equipment replacement, which is typically what the County has used gaming revenues to do, e.g. offsetting the asking of property taxes by instead using gaming revenues. However, given the steep financial cliff that the Woodbury County Board of Supervisors is systematically working to overcome, this year needs to see a moratorium except for those items which can be specifically petitioned as a true need/emergency. (This could happen perhaps during improvement requests, de-obligate any equipment heretofore approved). Conservation has already stated that they could survive a moratorium of one, perhaps two years, but must eventually get "back on schedule." This would leave the maximum amount of dollars for tax relief.

This would then leave a total of \$89,218 in gaming revenues for three potential uses: 1) \$55,905 for the use of jail cell lease purchase, or similar equipment should that lease-purchase option be necessary within the LEC Expansion; 2) \$33,313 for any mandated equipment replacement, or 3) some carry-over balance should numbers in #1 and #2 not be expended to their full potential. (Note that the lease-purchase is much higher and there is hope that this number will come down through further exploration/negotiation.) Furthermore, the County will not disburse Ag Expo funding until the conditions of what was agreed upon are met, and the Board is not under obligation to fulfill any equipment replacement request unless justification is made that services could not be rendered otherwise.

FINANCIAL IMPACT:

Savings of \$400,000 to county taxpayers.

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:

See below

ACTION REQUIRED / PROPOSED MOTION:

Move that equipment replacement items (6000 and above) with the exception of the lease purchase of \$55,905 be struck by a one-year moratorium except if department heads make a specific case within the budget process and that \$400,000 be obligated to reducing the tax burden equally between incorporated and unincorporated levies (through the General Basic levy).

Chairman's Report – January 31, 2017Siouxland Regional Transportation Planning Association (SRTPA) Policy Board

This board oversees federal transportation dollars as a state requirement. A Public Participation Plan Amendment was approved to include Siouxland Regional Transit System. The Transportation Improvement Plan was revised to add BRS-CO97(112)—60-97, D-25 in Woodbury County over Big Whiskey Creek, at an increased cost estimate of \$850,000 with \$680,000 Federal participation in FY17.

Siouxland Regional Transit System (SRTS) Board of Directors

Net income for FY17 (projected) is \$1,685,528. FY16 was \$493,527. This is due to increased reimbursement rates for the rides, but may not be sustainable due to changing federal funding. For now, this money is being banked to possibly build a central bus station.

SIMPCO Comprehensive Economic Development Strategy (CEDS) CommitteeUpdated Agenda Request Forms

"Give direction" has been retired, and replaced with a more useful check box—" [hold] public hearing."

Consent Agenda

Starting with our Feb. 7th meeting, I would like the board to use Robert's Rules of Order (and the City of Sioux City's practice) in listing a consent agenda at the beginning of each agenda. A consent agenda consolidates necessary, but non-controversial elements of our board duties into a single approval. Any supervisor may request any individual item on the consent agenda be considered and voted upon alone, and the Chair will grant such requests without dispute. This is also a time to solicit the advice of the Clerk to the Board (County Auditor Gill), as we bring this process improvement to fruition. An excerpt of Sioux City's last agenda is attached.



NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA

City Council agendas are also available on the Internet at www.siuox-city.org.

You are hereby notified a meeting of the City Council of the City of Sioux City, Iowa, will be held January 23, 2017, 4:00 p.m., local time, in the City Council Chambers, 5th Floor, City Hall, 405 6th 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 Council.

This is a formal meeting during which the Council 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 Council for speakers:

1. Anyone may address the Council on any agenda item.
2. Speakers should approach the microphone one at a time and be recognized by the Mayor.
3. Speakers should give their name, spell their name, give their address, and then their statement.
4. Everyone should 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 Mayor 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 'Citizen Concerns'.
7. For the benefit of all in attendance, please turn off all cellular phones and other communication devices while in the City Council Chambers.

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1. Call of the roll - Silent prayer and Pledge of Allegiance to the Flag - Proclamations
 2. Interviews for the vacant City Council Seat will be held at this time.

CONSENT AGENDA

Items 3 through 16J constitute a Consent Agenda. Items pass unanimously unless a separate roll call vote is requested by a Council Member.

3. Reading of the City Council minutes of January 9, 2017.
4. BOA - Motion acknowledging Board of Adjustment actions of January 10, 2017.
5. SECTION 8 HOUSING - Resolution setting the date, time, and place for a Public Hearing on the Annual Plan for the Section 8 Housing Choice Voucher Program and directing that notice of the Public Hearing be published.
6. WEST 7TH STREET - Resolution adopting plans, specifications, form of contract, and estimated cost for the proposed construction of the West 7th Street (Hamilton Boulevard to Wesley Parkway) Reconstruction Project (Project No. 6544-719-264).

7. CONCRETE SPECIALTY - Resolution accepting the work of Concrete Specialty, Inc. of South Sioux City, Nebraska for the construction of the I-29 – Segment 2 – Wesley Parkway Sanitary Sewer in the City of Sioux City from Perry Creek Lift Station to Myrtle Street (IDOT Project No. IM-NHS-029-7(51)149--03-97) Project.

8. ACTIONS RELATING TO GRANTS
 - A. IEDA - Resolution approving and accepting Economic Regions Development Initiatives Grant Agreement No. 17-RMG-01 between the City of Sioux City and the Iowa Economic Development Authority in the amount of \$21,400 for the purpose of regional entrepreneurial development efforts.

 - B. IDOT - Resolution authorizing and approving the City of Sioux City's applications to the Iowa Department of Transportation FY 2018 Federal Aid Highway/Rail Crossing Safety Program for railroad signal safety improvements at Boulevard of Champions, (FRA No. 191405C), Harbor Drive (FRA No. 191314W), Dace Avenue (FRA No. 191357P), and Dace Avenue (FRA No. 191359D).

 - C. ENHANCE IOWA - Resolution supporting the submittal of a grant application by the Art Center Association to Enhance Iowa on behalf of the Sioux City Art Center for Community Attraction and Tourism Program funds to be used for a learning center and authorizing the City of Sioux City to act as host agency.

9. CIVIL PENALTIES AND SUSPENSIONS
 - A. SARG'S MINI MART - Resolution fixing a date, time and place for a hearing on a proposed civil penalty of \$300 against SARG Incorporated d.b.a. Sarg's Mini Mart, 2329 West 2nd Street, Sioux City, Iowa for violation of the Iowa cigarette laws.

 - B. WAL-MART STORES - Resolution fixing a date, time and place for a hearing on a proposed civil penalty of \$1,500 or thirty day suspension of a cigarette permit issued to Wal-Mart Stores, Incorporated d.b.a. Wal-Mart #3590, 3101 Floyd Boulevard, Sioux City, Iowa for violation of the Iowa cigarette laws.

 - C. WORK & CHURCH - Resolution fixing a date, time and place for a hearing on a proposed civil penalty of \$1,500 or thirty day suspension of a cigarette permit issued to Work & Church LLC d.b.a. Work & Church, 215 4th Street, Sioux City Iowa for violation of the Iowa cigarette laws.

 - D. KUM & GO - Resolution fixing a date, time and place for a hearing on a proposed civil penalty of \$1,500 and thirty day suspension of a cigarette permit issued to Kum & Go LLC d.b.a. Kum & Go #229, 1821 Hamilton Boulevard, Sioux City, Iowa for violation of the Iowa cigarette laws.

 - E. CASTLE PUB & GRILL - Resolution assessing a civil penalty of \$500 against Thinker Toys, Incorporated d.b.a. Castle Pub & Grill, 4400 Singing Hills Boulevard, Sioux City, Iowa, for violation of the Iowa beer/wine and liquor laws.

10. ACTIONS RELATING TO AGREEMENTS AND CONTRACTS

- A. L & L BUILDERS - Resolution approving the Contract and Performance Bond with L & L Builders Co. of Sioux City, Iowa in the amount of \$133,764.50 for the Riverside Pool Improvements Project. (1301 Riverside Boulevard)
- B. DGR - Resolution approving Amendment No. 1 to the Consulting Services Agreement with DeWild Grant Reckert and Associates Company dba DGR Engineering for the addition of storm sewer design and inspection services in connection with the City Fuel Island Project in an amount not to exceed \$13,150 (Project No. 6840-869-005)
- C. PLANTE - Resolution approving a Payment Assistant Agreement with Rosanne Plante.
- D. BRUENING - Resolution authorizing and approving a Targeted Jobs Withholding Tax Credit Program Withholding Agreement with the Iowa Economic Development Authority and Beth Bruening, P.C. (Contract Number: 17-TJ-004) (5450 Sergeant Road)
- E. BRUENING - Resolution authorizing and approving a Development Agreement and Minimum Assessment Agreement with Beth Bruening, P.C. (5450 Sergeant Road)
- F. IEDA/TMS/KV - Resolution authorizing and approving a Targeted Jobs Withholding Tax Credit Program Withholding Agreement with the Iowa Economic Development Authority and TMS, Inc. and KV, LLC (Contract Number: 17-TJ-003) (Current Address: 3220 Line Drive, Future Development Address: 3809 Stadium Drive)
- G. IEDA/TMS/KV - Resolution authorizing and approving a Development Agreement and Minimum Assessment Agreement with TMS, Inc. and KV, LLC (Current Address: 3220 Line Drive, Future Development Address: 3809 Stadium Drive)

11. ACTIONS RELATING TO PERSONNEL

- A. FIRE - Resolution amending the Position Classification Manual adopted by Resolution No. S-31050 by approving and adopting updated job descriptions for Local 212, American Federation of State, County and Municipal Employees (AFSCME) positions. (Fire Marshal, Class Code IV-5104; Fire Captain, Class Code IV-5107; Fire Captain Paramedic, Class Code IV-5111; and Fire Captain AEMT, Class Code Iv-5114).
- B. FIRE - Resolution amending the Fire Department's FY2017 authorized payroll complement by reclassifying one (1) position of Assistant Fire Chief to Fire Captain.

12. ACTIONS AUTHORIZING THE ISSUANCE OF CHECKS

- A. GOODIER - Resolution approving settlement of a worker's compensation claim and authorizing payment thereof (Goodier).
- B. SANDS - Resolution approving accrued payments awarded in Arbitration of worker's compensation claims and authorizing payment thereof (Sands).

- C. I&A CONSTRUCTION - Resolution approving Change Order No. 3, accepting the work, and authorizing final payment to I&A Construction, LLP for the 2016 Annual Storm Inlet Rebuild Project (Project No. 6847-549-133).
 - D. KNIFE RIVER - Resolution approving Change Order Nos. 1 and 2, accepting the work, and authorizing final payment to Knife River Midwest, LLC for the 2016 Annual Resurfacing Project (Project No. 6869-719-121).
13. PURCHASING
- A. TAGGARTS - Resolution awarding a purchase order to Taggarts Power Sports of Hinton, Iowa in the amount of \$41,000 for the purchase of two (2) 2016 Polaris Ranger 800 6x6 All-Terrain Vehicles (ATVs) (Bid 239055).
 - B. ISTATE - Resolution awarding a purchase order to IState Truck Center of Sioux City, Iowa in the amount of \$202,996 for the purchase of a sewer jet truck for the Central Maintenance Garage. (Bid #235147).
14. TOTAL CHECKS - Approve total checks issued for the reporting period of December 2016, in the amount of \$12,489,815.57.
15. APPLICATIONS FOR BEER AND LIQUOR LICENSES
- A. CLASS "C" BEER PERMIT
 - 1. Dollar General Store #5857, 5977 Gordon Drive (Renewal)
 - 2. Dollar General Store #405, 3908 Floyd Boulevard (Renewal)
 - 3. Dollar General Store #2936, 2500 Glenn Avenue (Renewal)
 - 4. Dollar General Store #5881, 1030 Riverside Boulevard (Renewal)
 - 5. La Plazita Latina, 1300 West 4th Street (Renewal)
 - 6. Save A Lot, 1703 Pierce Street (Renewal)
 - B. CLASS "C" LIQUOR LICENSE
 - 1. Checkers, 1704 Highway 75 North (Renewal)
 - 2. Plaza Bowl, 3091 Hamilton Boulevard (New)
 - 3. Point After, 2320 Transit Avenue (Renewal)
 - 4. Throttle Bar, 3128 Highway 75 North (Renewal)
 - C. CLASS "B" WINE PERMIT
 - 1. Dollar General Store #5857, 5977 Gordon Drive (Renewal)
 - 2. Dollar General Store #405, 3908 Floyd Boulevard (Renewal)
 - 3. Dollar General Store #2936, 2500 Glenn Avenue (Renewal)
 - 4. Save A Lot, 1703 Pierce Street (Renewal)
16. RECEIPT OF BOARD, COMMISSION AND COMMITTEE MINUTES
- A. Art Center Board of Trustees - December 14, 2016
 - B. Board of Adjustment - January 10, 2017
 - C. Building and Housing Code Board - January 3, 2017
 - D. Effective Fiscal and Public Policy Committee - October 12, 2016
 - E. Environmental Advisory Board - December 8, 2016
 - F. Historic Preservation Commission - December 6, 2016

- G. Human Rights Commission - January 5, 2017
- H. Museum Board of Trustees - December 9, 2016
- I. Planning and Zoning Commission - December 13, 2016 and January 10, 2017
- J. Sports Commission - January 11, 2017

End of Consent Agenda -

RECOMMENDATIONS OF PLANNING AND ZONING

- 17. Hearing and Ordinance vacating the east/west alley adjacent to 607 and 615 Pearl Street. (Petitioner: HCI Real Estate). The Planning and Zoning Commission recommends approval of this item. (File No. 2016-0094)
- 18. Hearing and Ordinance rezoning property lying on the east side of Tiger Drive between Nicholas Boulevard and Tiger Drive's northerly terminus and known as 6353, 6343, 6333, 6323, 6313, 6303, 6251, 6241, 6231 and 6201 Tiger Drive from Zone Classification NC.2 (Neighborhood Conservation, 7,000 square feet per unit minimum) to Zone Classification NC.4 (Neighborhood Conservation, 5,000 square feet per unit minimum). (Petitioner: Kelly Properties). The Planning and Zoning Commission recommends approval of this item (File No. 2016-0092).

HEARINGS

- 19. Hearing and Resolution approving the sublease of a portion of space on the existing public safety communications tower located at 4647 Stone Avenue to Senet, Inc. for installation, operation and maintenance of a communication system.
- 20. Hearing and Resolution approving plans, specifications, form of contract and estimated cost for the construction of the 2017 Leeds Park Splash Pad Project. (3810 41st Street)
- 21. Hearing and Resolution accepting the proposal of L.G. Everist, Inc. For the granting of a Storm Sewer Easement in certain land in the Combined Floyd River Urban Renewal Area. (Across a portion of property abutting 2210 1st Street)

DISCUSSION

- 22. Hearing and Resolution accepting the proposal of HCI Real Estate Company for the purchase of certain land in the Combined Central Sioux City - CBD Urban Renewal Area, and authorizing development agreements and minimum assessment agreements. (Vacated portion of 1st Street adjacent to 100 Virginia Street and 101 Virginia Street) **(Deferred from December 19, 2016 and January 9, 2017) (Request to defer this item to March 6, 2017)**
- 23. Resolution authorizing and approving a development agreement and minimum assessment agreement with HCI Real Estate Company (103 Virginia Street) **(Deferred from December 19, 2016 and January 9, 2017) (Request to defer this item to March 6, 2017)**

WOODBURY COUNTY JAIL WEEKLY POPULATION REPORT AT 0600 HRS.

<u>DATE</u>	<u>Day</u>	<u>DAILY TOTAL</u>	<u>LEC</u>	<u>ELECTRONIC MONITORING</u>	<u>PRAIRIE HILLS</u>	<u>FEDERAL PRISONERS</u>
1/21/17	Saturday	218	205	13	0	13
1/22/17	Sunday	217	204	13	0	13
1/23/17	Monday	216	203	13	0	13
1/24/17	Tuesday	218	204	14	0	11
1/25/17	Wednesday	215	202	13	0	11
1/26/17	Thursday	218	204	14	0	12
1/27/17	Friday	218	203	15	0	9
		1520	1425	95	0	82
<u>24 HOUR DAILY COUNT</u>						
<u>DATE</u>	<u>TOTAL</u>	<u>MALE</u>	<u>FEMALE</u>			
1/21/17	244	205	39			
1/22/17	234	196	38			
1/23/17	234	196	38			
1/24/17	244	199	45			
1/25/17	230	192	38			
1/26/17	228	192	36			
1/27/17	246	203	43			
	1660	1383	277			
*Highest population count each day						