

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**February 11 - 15, 2013**

**Tuesday, February 12, 2013**

**Committee of the Whole - 8:00 am**  
**Board Room, 1st Floor, Administrative Center**

- \_\_\_ 1. Roll Call: Earnhardt, Hancock, Minard, Sunderbruch, Cusack

**Facilities & Economic Development**

- \_\_\_ 2. Approval of 28E Agreement between Scott County, Iowa and Clinton County, Iowa, for roadside management services for Scott County. (Item 2)
- \_\_\_ 3. Approval of the second and final reading of ordinance to rezone a 4.72 acre parcel located in part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7 and part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 18 all in Pleasant Valley Township from conditional Commercial and Light Industrial (C-2), with a landscaping only use condition, to Commercial and Light Industrial (C-2), without any use restriction. (Item 3)
- \_\_\_ 4. Approval of the disbursement of the net proceeds from the sale of the Mississippi Valley Welcome Center property. (Item 4)
- \_\_\_ 5. Approval of the purchase of furniture and installation services from Allsteel, Inc. and Paragon Commercial Interiors. (Item 5)

**Human Resources**

- \_\_\_ 6. Approval of personnel actions. (Item 6)

**Finance & Intergovernmental**

- \_\_\_ 7. Approval of General Policy 13 Tax Compliance Procedures Relating to Tax Exempt Bonds. (Item 7)
- \_\_\_ 8. Approval of amendment to wireless network for County General Store relocation. (Item 8)
- \_\_\_ 9. Approval of boards and commission appointments. (Item 9)
- \_\_\_ 10. Approval of Fairyland and Davenport Country Club beer/liquor licenses.
- \_\_\_ 11. FY14 Capital Budget and FY15-18 Program Review.
- \_\_\_ 12. Other items of interest

**Thursday, February 14, 2013**

**Regular Board Meeting - 5:30 pm  
Board Room, 1st Floor, Administrative Center**

**Public Hearing**

- \_\_\_ 1. Amendment to the County's current FY13 Budget.
- \_\_\_ 2. FY14 Budget.

**SCOTT COUNTY ENGINEER'S OFFICE**

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Davenport, Iowa 52801-1106

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FAX – (563) 326-8257  
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**JON R. BURGSTRUM, P.E.**  
**County Engineer**

**ANGELA K. KERSTEN, P. E.**  
**Assistant County Engineer**

**BECKY WILKISON**  
Administrative Assistant

**MEMO**

**TO:** Dee F. Bruemmer  
County Administrator

**FROM:** Jon Burgstrum  
County Engineer

**SUBJ:** 28E Agreement with Clinton County, Iowa.

**DATE:** February 14, 2013

Resolution approving a 28E Agreement between Scott County and Clinton County for Roadside Vegetation Management services performed in Scott County.

Clinton County has had a Roadside Vegetation Manager for nearly 20 years. They have the same equipment as contract spray companies and the Manager is very knowledgeable about the equipment and products that they use. By sharing services, Scott County will have better control of roadside vegetation management practices and will have access to a local expert that has knowledge of Scott County. We expect to stop blanket spraying and utilize a spot spraying plan that will put less herbicide in our road ditches and save time. An added benefit is having someone here to monitor treated areas and reapply if necessary. Additional assistance in seeding newly graded areas and in identifying problem weeds and areas infested with noxious weeds is also a benefit. We will utilize the expertise of the Clinton County Manager as a resource for the three Scott County employees that are licensed for spraying spot areas throughout the growing season.

By sharing service we expect a savings over contract spraying of about 25% (\$21000.00) in the current fiscal year.

Preparer  
**Information: Todd Kinney**                      **104 3<sup>rd</sup> Avenue**                      **DeWitt, Iowa**                      **563-659-1404**  
Individual's Name                      Street Address                      City                      Phone

**CLINTON COUNTY – SCOTT COUNTY  
JOINT PUBLIC SERVICE AGREEMENT**

**WHEREAS**, Under Chapter 28E of the Code of Iowa, Clinton County, Iowa, may as a public agency, enter into an agreement with a public agency which is a political subdivision of the State of Iowa, such as another County governing body, to cooperate in such a way as to provide joint service to their constituents and to cooperate in other ways of mutual advantage; and

**WHEREAS**, The Clinton County Board of Supervisors and the Scott County Board of Supervisors wish to define and clarify the level of service to be provided by the Clinton County Roadside Management Department to Scott County for roadside management services in Scott County and the corresponding reimbursement rate for the services provided, and,

**WHEREAS**, It is deemed to be in the best interest of Clinton County and Scott County, counties organized and existing under the laws of the State of Iowa, and their respective citizens that both Counties jointly undertake to provide sharing of roadside management services.

**THEREFORE BE IT RESOLVED** that the following provisions shall apply:

**A. Scope of Roadside Management Services to be provided by Clinton County:**

1. Treatment of aggregate shoulders adjacent to paved road surfaces with chemicals used by Clinton County.
2. Treatment of guardrail installations on paved roads with chemicals used by Clinton County.
3. Treatment of noxious weeds and brush identified within the Right of Way (ROW) of Scott County roadways with chemicals used by Clinton County.

4. Assist the Scott County Weed Commissioner with following duties:
  - i. Provide detailed chemical application reports weekly
  - ii. Prepare notification letters of noxious weed control requirements for property owners identified with noxious infestations and submit to the Scott County Weed Commissioner for review.
  - iii. Assist in the preparation of the annual Weed Commissioner's report for submittal to the Scott County Board of Supervisors
  - iv. Assist in determining proper areas for weed spray and seeding.
  - v. Make recommendation of chemical and seed mixtures for applications.
5. Seed ditch cleanout areas within ROW with hydro-seeder and seed mix approved by Scott County on an as requested basis. This activity will be subject to equipment availability and environmental conditions.
6. Clinton County shall perform routine inspections to determine the quality of noxious weed and brush control of the chemical treatments.
7. Clinton County will utilize one of their spray truck units in Scott County beginning May 1<sup>st</sup> and continue operating the truck in Scott County treating the ROW and shoulder areas for a period of approximately 10 weeks. Once the entire ROW in Scott County has been inspected by the Clinton County spray crew (two people) and Scott County, the crew and truck will return to duty in Clinton County. Spray crew personnel shall be licensed to apply the chemicals typically applied by Clinton County.
8. Spot spray ROW and shoulder areas, after initial treatment, approved by Scott County on an as requested basis. This activity will be subject to equipment availability and environmental conditions.

**B. Reimbursement requirements:**

1. All materials, chemicals, labor and equipment costs shall be reimbursed to Clinton County by Scott County on a once per month billing basis. Billing documentation shall include itemized lists of personnel hours, quantity of materials used and hours of equipment usage. All invoices for services shall be paid by the end of the fiscal year in which the costs occurred.
2. Labor costs shall include actual costs, including benefits.
3. The equipment rental rates used shall be those published by the Iowa Department of Transportation (As listed for cost accounting and Annual Report purposes) for the fiscal year the expenses were incurred. The rates selected shall be for the type of equipment similar to the equipment used by Clinton County.

**For areas of misapplication resulting in crop damage or other non crop area damage, Clinton County shall assist Scott County in determining the extent of the damage and a proper settlement. The cost of any settlements shall be paid jointly by Scott County and Clinton County.**

**Execution of Agreement**

The parties hereunto shall approve this 28E Agreement by resolution of their respective Board, which shall authorize the execution of this Agreement. It shall then be filed in the Office of the Iowa's Secretary of State and the Office of the County Recorder of both Clinton County and Scott County, Iowa, in accordance with Chapter 28E, Code of Iowa. This Agreement shall be effective when recorded with the County Recorder and shall remain in effect until it is terminated as provided for in this agreement. This agreement shall not relieve either party of any obligation of liability imposed upon it by law except to the extent that the actual and timely performance during the term of the Contract may be offered in satisfaction of the obligation or responsibility.

This is the entire Agreement between the parties, and it may be amended only in writing. The laws of the State of Iowa shall apply to this Contract of Agreement. This agreement shall remain in effect until such time as either agency chooses to terminate it. If either agency chooses to terminate the agreement written notice shall be provided and the agreement shall remain in effect until July 1<sup>st</sup> of that year. The agreement may be terminated immediately if both agencies agree in writing to terminate the agreement.

All parties to this Agreement shall cooperate with each other to the fullest extent possible in order to facilitate and carry out the provisions of this Agreement.

Dated This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Clinton County Board of Supervisors

Scott County Board of Supervisors

\_\_\_\_\_  
Chairperson of the Board

\_\_\_\_\_  
Chairperson of the Board

Attest:

Attest:

\_\_\_\_\_  
Clinton County Auditor

\_\_\_\_\_  
Scott County Auditor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT  
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY  
THE BOARD OF SUPERVISORS ON \_\_\_\_\_.

DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 14, 2013

APPROVAL OF 28E AGREEMENT BETWEEN SCOTT COUNTY, IOWA AND  
CLINTON COUNTY, IOWA FOR ROADSIDE MANAGEMENT SERVICES IN  
SCOTT COUNTY.

BE IT RESOLVED by the Scott County Board of Supervisors  
as follows:

Section 1. That the 28E Agreement between Scott County,  
Iowa and Clinton County, Iowa for roadside management  
services in Scott County, Iowa be approved.

Section 2. That the Chairman be authorized to sign the  
Agreement on behalf of the Board.

Section 3. That this resolution shall take effect  
immediately.

Prepared by: Scott County Planning and Development, 500 West Fourth Street, Davenport Iowa

SCOTT COUNTY ORDINANCE NO. 13-\_\_\_\_\_

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 4.72 ACRES IN SECTION 7, PLEASANT VALLEY TOWNSHIP FROM COMMERCIAL-LIGHT INDUSTRIAL (C-2) WITH A LANDSCAPING BUSINESS ONLY USE RESTRICTION, TO COMMERCIAL AND LIGHT INDUSTRIAL (C-2) WITHOUT ANY USE RESTRICTION, ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY

IOWA:

**Section 1.** In accordance with Section 6-31 Scott County Code, the following described units of real estate are hereby rezoned from conditional Commercial and Light Industrial (C-2), with a landscaping business only use restriction, to Commercial and Light Industrial (C-2), without any use restriction to-wit:

Tract commencing at the Southwest corner of the Southeast Quarter (SE ¼) of Section Seven (7), Township Seventy-eight (78) North, Range Five (5) East of the 5<sup>th</sup> P.M.; thence East on the South line of said Section Seven (7) a distance of Nine Hundred Sixteen and Seventy-Four Hundredths (916.74) feet (deed) to the center line of Spencer Street and the point of beginning; thence North Thirty-Six (36) degrees West Twelve and Six tenths (12.6) feet along the center of Spencer Street; thence North Seventy (70) degrees Eighteen (18) minutes East One Hundred Sixty (160) feet; thence North Thirty-Six (36) degrees West Sixty (60) feet; thence North Seventy (70) degrees Eighteen minutes (18) East Two Hundred Sixty Six (266) feet; thence South Twenty-six (26) degrees, Six (6) minutes East Twenty-five and Two tenths (25.2) feet; thence North Seventy (70) degrees Eighteen (18) minutes East Five Hundred Fifteen and Fifty Hundredths (515.50) feet; thence South Thirty-five (35) degrees, Forty (40) minutes East Two Hundred Twenty-six and Eleven Hundredths (226.11) feet; thence South Seventy(70) degrees, Eight (08) minutes West Nine Hundred Thirty-five and Seventeen Hundredths (935.17) feet; thence North Thirty-six (36) degrees West One Hundred Eighty one and Sixty-Six (181.66) feet on the center line of said Spencer Street to the point of beginning, containing Four and Seventy-two Hundredths (4.72) acres.

And

That part of Lot Three (3) of the Subdivision of the Southeast Quarter (SE ¼) of Section Seven (7), in Township Seventy-eight (78) North, Range Five(5) East of the 5<sup>th</sup> P.M., Scott County, Iowa, which is particularly described as follows; Beginning at a point in the center of a public road and in the Southern line of the Right of Way of the Davenport, Rock Island & Northwestern Railway Company’s right of way which point is One and Ten Hundredths (1.10) chains North Thirty Six(36) degrees West from a certain point in the section line( and in the center of said road) between Sections Seven(7) and Eighteen(18), in Township and Range aforesaid, which last named point is Thirteen and Eighty-nine(13.89) chains due East from the Northwest corner of the Northeast Quarter (NE ¼) of said Section Eighteen(18), thence running South Thirty-six (36) degrees East along the center of said road sixty (60) feet, thence running in an Easterly direction and parallel with the said South line of the right of way of said railroad company One Hundred Sixty (160) feet, thence North Thirty-six (36) degrees West Sixty(60) feet to the South line of said railroad right of way, thence Westerly along the South line of said railroad right of way One Hundred Sixty (160) feet to the place of beginning.

**Section 2.** This ordinance changing the above described land to Commercial Light Industrial (C-2) is approved as recommended by the Planning and Zoning Commission.

**Section 3.** The County Auditor is directed to record this ordinance in the County Recorder's Office.



**Section 4.** Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

**Section 5.** Repealer. All ordinances or part of ordinances in conflict with the provisions of the Ordinance are hereby repealed.

**Section 6.** Effective Date. This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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Larry Minard, Chairman  
Scott County Board of Supervisors

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Roxanna Moritz, County Auditor

**PLANNING & DEVELOPMENT**

500 West Fourth Street  
Davenport, Iowa 52801-1106  
E-mail: [planning@scottcountyiowa.com](mailto:planning@scottcountyiowa.com)  
Office: (563) 326-8643 Fax: (563) 326-8257



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Timothy Huey  
Director

To: Dee F Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: February 7, 2013

**Re: Approval of the disbursement of the net proceeds from the sale of the Mississippi Valley Welcome Center property.**

As the Board is aware, in June of 2011 a combined task force of the QCCVB and the MVWC Board recommended that the Mississippi Valley Welcome Center be closed and the property sold. At that time the task force's recommendation on closure stated: "a plan should include how the proceeds from any sale could best be used jointly by the parties to enhance visitor services in the QCA. Ultimately any plan on the disposition of sale proceeds would have to be approved by all the participating local governments."

A year ago on December 31, 2011 the Mississippi Valley Welcome Center was closed and the property offered for sale. Prior to that, in November, 2011, the Cities of Davenport and Bettendorf, assigned their interest in the property to Scott County to facilitate the sale. Scott County held a public hearing on November 22, 2011 to hear comments on that transfer of interest from all three cities, including the City of LeClaire. The City of LeClaire never approved that transfer so therefore the offer to purchase was approved by both the City of LeClaire and Scott County following public hearings on the sale.

The determination was made that each of the four entities owned 25% of the property. The City of LeClaire has indicated that they have made their own determination on how they will use their share. With the previous actions by the Cities of Davenport and Bettendorf to assign their interest in the property to Scott County, the Board of Supervisors can approve the disbursement of our portion and the two cities' portion to the QCCVB. It will be used in accordance with the previously presented plan to expand and improve the delivery of visitor information services. The Mississippi Welcome Center Board recommended approval of that plan and representatives from all four entities make up the membership of the Board.

It is recommended the Board approve a resolution authorizing the disbursement of the net proceeds from the Mississippi Valley Welcome Center property with 25% going to the City of LeClaire and 75% to the Quad Cities Convention and Visitors Bureau.

## Facility and Support Services

600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1003  
fss @ scottcountyiaowa.com  
(563) 326-8738 Voice (563) 328-3245 Fax

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February 7, 2013

To: Dee F. Bruemmer  
County Administrator

From: Dave Donovan, Director  
Facility and Support Services

Subj: Approval of furniture purchase for ERP workstation/office changes

I have received a floor plan layout and pricing for furniture necessary to make changes to the offices and workstations on the sixth floor of the Administrative Center. The proposed changes will provide a number of improvements, including: 1) create several additional open work spaces on sixth floor necessary to accommodate the upcoming ERP work (for both county employees and the ERP vendor); 2) move several offices and realign workspaces within the Administration and Human Resource functions and; 3) provide new flexible tables for Conference Room 638 to allow more flexible use of that meeting space. As you know, we have been discussing and reviewing potential floor plans for the past few weeks and the proposed furniture purchase provides the necessary furniture items to provide the agreed layout.

Pricing for this purchase is provided from Allsteel to integrate with our existing furniture systems and utilizing their GSA pricing schedule, giving us the deepest discounts possible. The total cost for the furniture is \$25,399.51 plus \$2725.00 for installation. The anticipated delivery time is 4-6 weeks. I recommend that the Board approve this purchase and fund it from the Capital Improvements budget in the current fiscal year. I will be available at the next Committee of the Whole meeting to discuss this purchase and to answer any questions you or the Board may have.

Cc: David Farmer  
Mary Thee  
FSS Management Team

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N  
SCOTT COUNTY BOARD OF SUPERVISORS

February 14, 2013

A RESOLUTION APPROVING THE PURCHASE OF FURNITURE AND  
INSTALLATION SERVICES FROM ALLSTEEL, INC. AND PARAGON COMMERCIAL  
INTERIORS.

**BE IT RESOLVED BY** the Scott County Board of Supervisors as follows:

- Section 1. That the GSA price quote for furniture for the 6<sup>th</sup> FL ERP renovation is hereby approved and awarded to Allsteel, Inc in the total amount of \$25,399.51.
- Section 2. That the quote for installation of the above furniture purchase is hereby approved and awarded to Paragon Commercial Interiors in the total amount of \$2,725.00.
- Section 3. This resolution shall take effect immediately.

**SCOTT COUNTY PERSONNEL ACTIONS****BOARD MEETING:** February 14, 2013**NEW HIRES**

Employee/Department	Position	Salary	Effective Date	Remarks
Tameka Wells FSS	Custodial Worker P/T	\$13.22/hr	02/11/13	Replaces Ashley Caudle

**TRANSFERS AND PROMOTIONS**

Employee/Department	New Position	Salary Change	Effective Date	Remarks
none				

**LEAVES OF ABSENCE/OTHER**

Employee/Department	Position	Effective Date	Remarks
None			

**BARGAINING UNIT STEP INCREASES**

Employee/Department	Position	Salary Change	Wage Step	Effective Date
Tina Weets FSS	Maintenance Electronic Systems Tech	\$37,003 - \$38,646	Step 2	02/06/13

**MERIT INCREASES**

Employee/Department	Position	Salary Change	% of Midpoint	Effective Date
Jeremy King Information Technology	Desktop Support Technician	\$36,169 - \$37,616 (4.0%)	96.072%	11/1/12
Chad Cribb Sheriff	Lieutenant	\$70,827 - \$71,889 (1.5%)	103.74%	01/09/13
Roland Caldwell Auditor	Operations Manager	\$76,227 - \$79,657 (4.5%)	107.45%	02/02/13

\*First review following appointment or promotion. Salary adjusted 5% if not above 95% of midpoint & employee receives rating of 3 or better.

**BONUS**

Employee/Department	Position	Effective Date
Roma Taylor Health	Clinical Services Coordinator	1/1/13
Rhonda Duchesneau Sheriff	Food Service Supervisor	1/4/13
Wesley Rostenbach Auditor	Accounting & Tax Manager	2/3/13

**SEPARATIONS**

Employee/Department	Position	Hire Date	Separation Date	Reason for Separation
None				

**REQUEST TO FILL VACANCIES**

Position/Department	Position Status	Starting Date	Previous Incumbent	Recommendation
Programmer/Analyst I Information Technology	Vacant	ASAP	Jim Bainbridge	Approve to fill

**TUITION REQUESTS**

Employee/Department	Position	Course of Study	Course dates(s)
None			

**HUMAN RESOURCES DEPARTMENT**  
600 West Fourth Street  
Davenport, Iowa 52801-1030



Ph: (563) 326-8767 Fax: (563) 328-3285  
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Date: February 5, 2013  
To: Dee F. Bruemmer, County Administrator  
From: David Farmer, Budget Manager  
Subject: Tax Compliance Procedures Relating to Tax-exempt Bonds

I am recommending the following changes to the Administration Policies:

**General Policy 13 "Tax Compliance Procedures Relating to Tax Exempt Bonds"** updates the policy to in order to memorialize certain practices and procedures to ensure that interest on tax-exempt bonds, notes or other obligations remains excludable from gross income under Section 103 of the Internal Revenue Code of 1986 as amended. Recent tax code changes at the Federal level have prompted a review of policies and procedures. In practice, procedures will not change, however the policy will direct the Budget Manager as the Compliance Officer of the County to oversee compliance over expenditures / use of proceeds, use of bond-finance property, continuing disclosures, financial and other non-tax covenants, record management and retention and assist in compliance over investments.

### 13. Tax Compliance Procedures Relating to Tax-Exempt Bonds

#### POLICY

These written procedures are intended to formally memorialize certain practices and procedures Scott County is adopting and will follow in connection with its issuance of Bonds.

#### SCOPE

To ensure that interest on tax-exempt bonds, notes or other obligations (the "Bonds") of Scott County, Iowa (the "Issuer") remains excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code").

#### ADMINISTRATIVE PROCEDURES

The Issuer's procedures for compliance are as follows:

- I. Expenditure/Use of Proceeds:
  - A. Expenditure of Bond proceeds will be maintained and/or coordinated with the Budget Manager (the "Compliance Officer") for consistency with the Bond documents, including any applicable resolutions, loan agreements, tax/arbitrage/closing certificates or other operative document (referred to collectively as "Bond Documents").
  - B. The Issuer has separately established procedures for preparation and review of requisitions of Bond proceeds through the accounting system of the Issuer. To such end, the Compliance Officer shall:
    - a. account and record how the Bond proceeds are spent (including investment earnings and including reimbursement of expenditures made before bond issuance) and maintaining records identifying Bond-financed or refinanced assets (e.g., land, buildings, improvements, facilities, furnishings or equipment) (the "Bond-Financed Property"), including the average economic life of such Bond-Financed Property and



allocation of such Bond-Financed Property to private use or other non-qualifying use.

b. create the required funds/accounts (and any necessary subaccounts) required by the Bond Documents (i.e. sinking funds, debt service funds, debt service reserve funds, project funds, etc.), and if such funds are not required by the applicable Bond Documents, create such funds and accounts, into which proceeds of a Bond issue will be deposited. For all construction projects, a project or construction fund shall be established to track expenditures for the projects. (Referred to herein as the "Project Fund.") (In the event the Bond Documents require a trustee, paying agent or other entity to create and hold such funds and accounts, the Compliance Officer will monitor such funds and accounts accordingly).

c. review and monitor all requisitions, draw schedules, draw requests, invoices and bills for payment from the Project Fund, and determine whether such payments are appropriate and consistent with the Bond Documents and use of the Bond proceeds.

d. make and account for all payments from the Project Fund and any other funds created (i.e. sinking funds, debt service funds, debt service reserve funds, etc.).

- C. None of the proceeds of Bonds will be used to reimburse the Issuer for costs of a capital project paid prior to the date of issuance of the Bonds unless the Issuer shall have fully complied with the provisions of Section 1.150-2 of the Treasury Regulations with respect to such reimbursed amounts, and those provisions are summarized in Exhibit A hereto.
- D. The Compliance Officer will make a "final allocation" of Bond proceeds to uses not later than 18 months after the in-service date of the Bond-Financed Property (and in any event not later than 5 years and 60 days after the issuance of the Bonds or not later than 60 days after earlier retirement of the Bonds) in a manner consistent with allocations made to determine compliance with arbitrage yield restriction and rebate requirements.
- E. Expenditure of proceeds of Bonds will be measured against the Issuer's expectation, as set forth in the Bond Documents, to proceed with due diligence to complete the capital project and

fully spend the net sale and investment proceeds within three years.

- F. If there are any Bond proceeds remaining other than in a reserve or debt service fund established pursuant to the Bond Documents after completion of the projects, such proceeds shall be applied in a manner consistent with the applicable Bond Documents or pursuant to advice from Bond Counsel/Special Tax Counsel.
- G. In the event that Bond proceeds are to be used to make a grant to an unrelated party, a grant agreement will be reviewed prior to execution for compliance with the Code. Such agreement will be approved by the Issuer's Attorney or Bond Counsel and the Compliance Officer. The repayment of any portion of a grant by the grantee shall be treated as unspent Bond proceeds.

## II. Use of Bond-Financed Property:

- A. Use of Bond-Financed Property when completed and placed in service will be reviewed and continually monitored by the Compliance Officer.
- B. The Compliance Officer shall monitor all private use or private payments with respect to Bond-Financed Property by nongovernmental entities and the use thereof throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the applicable Bond Documents relating to the Bonds. Private Use includes but is not limited to leases, research contracts, and use of Bond-Financed Property by a non-employee, such as third-party contracts concerning use, management or services in the Bond-Financed Property that do not meet the compensation, term and other requirements under Revenue Procedures 97-13. Such agreements will be approved by the Issuer's Attorney and the Compliance Officer, who will be responsible for determining whether the proposed agreement (i) results in private business use of the Bond-Financed Property, and (ii) if applicable, meets the compensation, term and other requirements under Revenue Procedures 97-13 and 2007-47 (i.e. Management/Service Contract Rules); all upon advice of Bond Counsel, as necessary.
- C. Appropriate department/facility managers shall be advised in writing concerning restrictions on the use of the Bond proceeds and the Bond-Financed Property and instructed to consult with

the Compliance Officer and the Issuer's Attorney or Bond Counsel, as appropriate, regarding private use.

- D. Upon issuance of Bonds, there shall be no expectation that the Bond-Financed Property will be sold or otherwise disposed of by the Issuer during the term of the Bonds; and no item of Bond-Financed Property will be sold or transferred by the Issuer while the Bonds are outstanding without approval of the Issuer's Attorney and the Compliance Officer upon advice of Bond Counsel or advance arrangement of a "remedial action" under the applicable Treasury Regulations.
- E. To the extent that the Issuer discovers that any applicable tax restrictions regarding use of Bond proceeds and Bond-Financed Property will or may be violated, the Issuer will consult promptly with Issuer's Counsel/Bond Counsel/Special Tax Counsel to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a "remedial action" is necessary.
- F. The Issuer acknowledges that any sale, transfer, change in use, or change in users of the Bond-Financed Property may require remedial action or resolution pursuant to the IRS Voluntary Closing Agreement Program (or "VCAP") to assist in resolving violations of the federal tax laws applicable to the Bonds.

### **III. Investments:**

- A. The Compliance Officer shall assist the County Treasurer to manage and supervise the investment of Bond proceeds in compliance with the arbitrage and rebate requirements of the Code and applicable Treasury Regulations.
- B. Guaranteed investment contracts ("GICs") may be purchased only in accordance with the fair market value provisions of applicable Treasury Regulations, including bid requirements and fee limitations. Certificates of deposit may be purchased only according to the fair market value provisions of applicable Treasury Regulations. The Issuer's Counsel/Bond Counsel/Special Tax Counsel will be consulted before purchasing any other, non-marketable securities and before depositing gross proceeds in any other bank account not explicitly authorized by the Bond Documents.
- C. The Compliance Officer shall assist the County Treasurer to:

- (i) Maintain a procedure for the allocation of proceeds of the Bonds and investment earnings to expenditures, including the reimbursement of pre-issuance expenditures. (See Section I Expenditure/Use of Proceeds and Section II Use of Financed Property, above).
- (ii) Obtain a computation of the Bond yield for each issue of the Bonds from the Issuer's financial advisor, underwriter or other relevant third party and maintain a system for tracking investment earnings.
- (iii) Coordinate with Issuer staff to monitor compliance by departments with the applicable "temporary period" (as defined in the Code and Treasury Regulations) exceptions for the expenditure of proceeds of the Bonds, and provide for yield restriction on the investment of such proceeds if such exceptions are not satisfied.
- (iv) Ensure that investments acquired with proceeds of the Bonds are purchased at fair market value. In determining whether an investment is purchased at fair market value, any applicable Treasury Regulation safe harbor may be used. (See Section IV. B. above).
- (v) Avoid formal or informal creation of funds reasonably expected to be used to pay debt service on the Bonds without determining in advance whether such funds must be invested at a restricted yield.
- (vi) Consult with Bond Counsel/Special Tax Counsel prior to engaging in any post-issuance credit enhancement transactions.
- (vii) Monitor compliance of spending of Bond proceeds with six-month, 18-month or 2-year spending exceptions to the rebate requirement, as applicable.
- (x) Prepare or cause to be prepared a spending exception report or an arbitrage rebate computation (as applicable) for the Bonds upon final expenditure of the Bond proceeds, other than a reserve fund or debt service fund (i.e. after the project is completed and Bond proceeds allocated to the projects have been spent).

- (xi) Cause rebate payments, if due, to be made with Form 8038-T no later than 60 days after (i) each fifth anniversary of the date of issuance of the Bonds and (ii) the final payment or prepayment of the Bonds. The Compliance Officer shall engage a rebate specialist to assist with its rebate obligations.
- (xii) Arrange for timely computation and payment of “yield reduction payments” (as such term is defined in the Code and Treasury Regulations), if applicable.
- (xiii) In the case of any issue of refunding Bonds, coordinate with the Issuer’s financial advisor and any escrow agent to arrange for the purchase of the refunding escrow securities, obtain a computation of the yield on such escrow securities and monitor compliance with applicable yield restrictions.

**IV. Continuing Disclosure:**

The Compliance Officer shall be responsible for complying with any continuing disclosure agreements/obligations related to any Bond issue, including making required annual filings, reporting material events and coordinating with any dissemination agent.

**V. Financial & Other Non-Tax Covenants:**

The Compliance Officer shall be responsible for monitoring and complying with financial and other non-tax covenants and requirements in the Bond Documents, including but not limited to covenants and requirements regarding liquidity, debt coverage, incurrence of additional indebtedness, financial reporting, transfer of property, lien restrictions and loan-to-value ratios.

**VI. Record Management and Retention:**

- A. Management and retention of records related to Bond issues will be supervised by the Compliance Officer.
- B. Records for Bonds will be retained for the life of the Bonds, plus any refunding Bonds, plus eleven years (or such longer term as may be required by the state records administrator). [Iowa Code section 372.13(5)(a)] Such records may be in the form of documents or electronic copies of documents, appropriately indexed to specific Bond issues and compliance functions.

- C. Records pertaining to Bond issuance shall include a transcript of documents executed in connection with the issuance of the Bonds and any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T.
- D. Records pertaining to expenditures of Bond proceeds and final allocation of Bond proceeds will include requests for Bond proceeds, construction contracts, purchase orders, invoices, payment records, and trustee/paying agent reports. Such documents will include documents relating to costs reimbursed with Bond proceeds.
- E. Records pertaining to use of Bond-Financed Property shall include all third-party contracts concerning use of the Bond-Financed Property, including (without limitation) leases, use, management or service contracts, and research contracts.
- F. Records pertaining to investments shall include records of purchase and sale of GICs, certificates of deposit and other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.
- G. Records shall include all documents pertaining to IRS communications regarding the Bonds, including audits and compliance questionnaires.

**VII. Overall Responsibility:**

- A. Overall administration and coordination of these procedures is the responsibility of the Compliance Officer.
- B. The Compliance Officer shall review compliance with these procedures not less than annually.
- C. The Issuer understands that failure to comply with these policies and procedures could result in the retroactive loss of the exclusion of interest on Bonds from federal gross taxable income.
- D. Any violations or potential violations of federal tax requirements shall promptly be reported to the Compliance Officer, and the Issuer will engage qualified consultants and Bond Counsel to further investigate potential violations or recommend appropriate remedial actions, if necessary.

## CONDUIT BOND POST ISSUANCE PROCEDURES

It is the policy of the Issuer that for any conduit bonds (the "Conduit Bonds") issued on behalf of a conduit borrower (the "Borrower") the Borrower shall be responsible for and shall establish written procedures in the applicable bond documents for the issuance such Conduit Bonds (the "Conduit Bond Documents") to address ongoing compliance with applicable financial and tax requirements, arbitrage/rebate requirements, remedial actions and other applicable post-issuance requirements of federal tax law throughout the term of the Conduit Bonds (collectively, the "Borrower's Post Issuance Compliance Procedures").

It is the Issuer's policy that the Borrower shall be responsible for compliance with all of the following:

### A. Arbitrage Rebate and Yield Requirements

- (i) determining the likelihood of complying with an arbitrage rebate exemption;
- (ii) if necessary, engaging the services of a rebate service provider;
- (iii) assuring payment of required rebate amounts, if any, no later than 60 days after each 5 year anniversary of the issue date of the Conduit Bonds, and no later than 60 days after the last Conduit Bond of each issue is paid or redeemed; and
- (iv) during the construction period of each capital project financed in whole or in part by Conduit Bonds, monitoring the investment and expenditure of Conduit Bond proceeds and consulting with the rebate service provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month, 18 months or 2 year spending period, as applicable, following the issue date of the Conduit Bonds.

### B. Use of Bond Proceeds and Bond-Financed or Refinanced Assets

- (i) monitoring the use of Conduit Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities,

furnishings or equipment) (the "Conduit Bond-Financed Property") throughout the term of the Conduit Bonds to ensure compliance with covenants and restrictions set forth in the Conduit Bond Documents;

- (ii) maintaining records identifying the Conduit Bond-Financed Property with proceeds of each issue of Conduit Bonds (including investment earnings and including reimbursement of expenditures made before bond issuance), including a final allocation of Conduit Bond proceeds as described below under "Record Keeping Requirements";
- (iii) consulting with bond counsel and other legal counsel and advisers in the review of any change in use of Conduit Bond-Financed Property to ensure compliance with all covenants and restrictions set forth in the Conduit Bond Documents; and
- (iv) to the extent that the Borrower discovers that any applicable tax restrictions regarding use of Conduit Bond proceeds and Conduit Bond-Financed Property will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

C. Record Keeping Requirement

- (i) retaining copies of the Conduit Bond closing transcript(s) and other relevant documentation delivered to the Borrower at or in connection with closing of the issue of Conduit Bonds;
- (ii) retaining copies of all material documents relating to capital expenditures financed or refinanced by Conduit Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Conduit Bond proceeds and records identifying the Conduit Bond-Financed Property, including a final allocation of Conduit Bond proceeds and the Final Completion Report filed pursuant to the Conduit Bond Documents;



- (iii) retaining copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any; and
- (iv) ensuring the required 8038 forms (including 8038-T forms) are filed on a timely basis.

## EXHIBIT A

### REIMBURSEMENT RULES SUMMARY

Following is a general summary of the requirements relating to Bonds (or a portion thereof) that are issued to reimburse expenditures that were paid prior to the date of issuance of such Bonds.

Subject to certain exceptions set forth below, the Bond proceeds cannot be used to reimburse expenditures paid more than 60 days prior to the adoption of the declaration of official intent/reimbursement resolution by the Issuer, which must contain:

- a general functional description of the property to which the reimbursement relates or an identification of the fund or account from which the expenditure is to be paid and a general functional description of the purposes of such fund or account; and
- the maximum principal amount of tax-exempt bonds to be issued.

Reimbursement allocations must be made in writing and not later than 18 months after the later of (i) the date on which the original expenditure is paid, or (ii) the date on which the property for which the original expenditure was made is placed in service or abandoned, but in any case not more than three years after the date on which the original expenditure is paid.

There are exceptions to the general 60-day rule described above for “de minimis” amounts (not in excess of the lesser of \$100,000 or 5% of proceeds of the Bonds) and for “preliminary expenditures” (such as architectural, engineering, surveying, soil testing and similar costs and costs of issuance that are incurred prior to acquisition, construction or rehabilitation but not including land acquisition and site preparation), so long as such preliminary expenditures do not exceed 20% of the aggregate issue price.

NOTE: This is only a summary of current law as of the Date of this Policy, and special rules may also apply. Additionally, the requirements may be amended or revised from time to time. The Issuer should consult with Bond Counsel/Special Tax Counsel, as necessary.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

February 14, 2013

APPROVING VARIOUS HUMAN RESOURCES AND GENERAL POLICIES

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

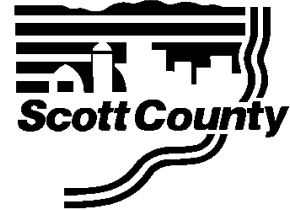
Section 1. That General Policy 13. "Tax Compliance Procedures Relating to Tax-Exempt Bonds" is hereby adopted to memorialize practices and procedures in connection with the issuance of tax-exempt debt.

Section 2. This resolution shall take effect immediately.

**INFORMATION TECHNOLOGY**

400 West Fourth Street  
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669  
www.scottcountyiowa.com



February 5, 2013

To: Dee F. Bruemmer, County Administrator  
From: Matt Hirst, Information Technology Director  
Subject: Amending Approval of Wireless Network for the County General Store Relocation

Scott County Information Technology received bids for the purchase and installation of equipment to establish a wireless network in order to support the move of the Treasurer's Office County General Store (CGS) location in December which the Board approved and awarded to TriState Tower on January 3<sup>rd</sup>. Since that time, we have learned that TriState Tower has discontinued this line of business.

The original bid summaries for wireless network equipment and professional services were as follows:

	Vendor		
Wireless Equipment & Services	RACOM	TriState Tower	RC Systems
	<b>\$ 13,365.80</b>	<b>\$ 13,556.91</b>	<b>\$ 14,144.38</b>

These remaining bids from RACOM and RC Systems are still valid.

It is recommended that the Board approve the low bid quote for the purchase and installation of wireless network from RACOM in an amount not to exceed \$13,365.80 and amend their original resolution to award the bid to RACOM. Monies are available in the electronic equipment fund to pay for this project.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON  
\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

February 14, 2013

AMENDING APPROVAL OF WIRELESS NETWORK FOR COUNTY GENERAL STORE  
RELOCATION

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The resolution approved January 3, 2013 which awarded the purchase of wireless network equipment and professional installation for the County General Store to TriState Tower is amended to award the purchase in an amount not to exceed \$13,365.80 from RACOM is hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

February 14, 2013

APPROVAL OF APPOINTMENT OF DAN SCHURR TO  
BENEFITED FIRE DISTRICT #1

**BE IT RESOLVED BY** the Scott County Board of Supervisors as follows:

Section 1. That the appointment of Dan Schurr, LeClaire, Iowa to  
Benefited Fire District #1 for a three (3) year term  
expiring on January 10, 2016, is hereby approved.

Section 2. This resolution shall take effect immediately.