

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**July 2 - 5, 2013**

**Tuesday, July 2, 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 the bid for Scott County Centerline Painting to the low bidder, KAM Line Highway Markings, Gilbert, Iowa, in the amount of \$73,121.74. (Item 2)
- \_\_\_ 3. Approval of plans, specifications and letting date for the HMA surfacing project L-412. (Item 3)
- \_\_\_ 4. Approval of first of three readings to establish a 25 mph speed limit on 1st Av (Vail St) from the county line to the intersection of F58 (200th). (Item 4)
- \_\_\_ 5. Discussion of establishment of a new Bettendorf Hotel Associates Tax Increment Financing District. (Item 5)

**Human Resources**

- \_\_\_ 6. Discussion of County Administrator's evaluation pursuant to Iowa Code Section 21.5 (1) (i).- CLOSED SESSION (Item 6)
- \_\_\_ 7. Approval of the hiring of Elizabeth Cervantes for the position of Attorney I at 90% of the mid-point salary. (Item 7)
- \_\_\_ 8. Approval of personnel actions. (Item 8)

**Health & Community Services**

- \_\_\_ 9. Approval of first of three readings to amend Scott County Ordinance Chapter 23 entitled "Private Sewage Disposal Systems". (Item 9)
- \_\_\_ 10. Approval of first of three readings to amend Scott County Ordinance Chapter 24 entitled "Non Public Water Supply Wells". (Item 10)
- \_\_\_ 11. Approval of first of three readings to amend Scott County Ordinance Chapter 28, entitled "Ambulance Service". (Item 11)

**Finance & Intergovernmental**

- \_\_\_ 12. Approval of second of three readings to amend Scott County Ordinance, Chapter 17 entitled Alarm Systems of the Scott County Code, by updating numerous sections. (Item 12)

- \_\_\_ 13. Approval of 2013 slough bill exemptions for properties located in Davenport and Bettendorf. (Item 13)
- \_\_\_ 14. Approval of Purchase of Citrix Software Maintenance and Support. (Item 14)
- \_\_\_ 15. Recognition of Dennis Hittle's years of service on the Scott County Zoning Board of Adjustment. (Item 15)
- \_\_\_ 16. Approval of appointment of Lisa Charnitz to the Compensation Board. (Item 16)
- \_\_\_ 17. Approval of appointment of Mike Duffy to the Compensation Board. (Item 17)
- \_\_\_ 18. Approval of appointment of John Maxwell to Benefited Fire District #5. (Item 18)

**Other Items of Interest**

- \_\_\_ 19. Discussion of Vision Statement. (Item 19)

**Tuesday, July 2, 2013**

**Regular Board Meeting - 5:00 pm  
Board Room, 1st Floor, Administrative Center**

**Tuesday, July 2, 2013**

**Special Committee of the Whole - 7:00 pm  
Bettendorf City Hall**

- \_\_\_ 1. Roll Call: Earnhardt, Hancock, Minard, Sunderbruch, Cusack
- \_\_\_ 2. Discussion with Bettendorf City Council.
- \_\_\_ 3. Other items of interest.

**SCOTT COUNTY ENGINEER'S OFFICE**

500 West Fourth Street  
Davenport, Iowa 52801-1106

(563) 326-8640  
FAX – (563) 326-8257  
E-MAIL - engineer@scottcountyia.com  
WEB SITE - www.scottcountyia.com



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: Centerline Paint

DATE: July 2, 2013

Resolution approving the bid for Scott County Centerline Painting to KAM Line Highway Markings, Gilbert, IA for the amount of \$ 73,121.74.

Bids received -

KAM Line Highway Markings Gilbert, IA	\$ 73,121.74
Vogel Traffic Services Orange City, IA	\$ 73,751.56
Iowa Plains Signing, Inc. Slater, IA	\$101,095.51

Painting will be paid from Secondary Road 2014 Budget.

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  
July 2, 2013

AWARD OF QUOTE FOR CENTERLINE PAINTING TO THE LOW BIDDER, KAM  
LINE HIGHWAY MARKINGS GILBERT, IOWA, IN THE AMOUNT OF \$73,121.74.

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

Section 1. That the bid for Centerline Painting  
be awarded to the low bidder, KAM Line Highway  
Markings, Gilbert, IA, in the amount of \$73,121.74.

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

Section 3. That this resolution shall take effect  
immediately.

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JON R. BURGSTRUM, P.E.  
County Engineer

BECKY WILKISON  
Administrative Assistant

MEMO

TO: Dee F. Bruemmer  
County Administrator

FROM: Jon Burgstrum, P.E.  
County Engineer

SUBJ: Approval of Plans & Specifications and Letting Date

DATE: July 2, 2013

Resolution approving plans, specifications and letting date For HMA Project L-412 on 275<sup>th</sup> St. Letting will be set for July 16, 2013 at 10:00am. This project is in our FY 2014 Budget and Program. This is the new macadam between Long Grove and Donahue.

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

July 2, 2013

APPROVAL OF PLANS, SPECIFICATIONS AND LETTING DATE FOR THE  
HMA SURFACING PROJECT L-412.

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

Section 1. That the Plans and Specifications for HMA  
Project L-412, Resurfacing on 275<sup>th</sup> St be approved and,

Section 2. That July 16, 2013 be set as the  
Letting Date for Project L-412 and,

Section 3. That proper Notice of this Letting be  
published as by law provided.

Section 4. That this resolution shall take effect  
immediately.

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JON R. BURGSTRUM, P.E.  
County Engineer

ANGIE KERSTEN  
Assistant County Engineer

BECKY WILKISON  
Administrative Assistant

MEMO

TO: Dee Bruemmer  
County Administrator

FROM: Jon Burgstrum  
County Engineer

SUBJ: First reading of ordinance for establishing a new speed limit on county road.

DATE: July 2, 2013

First reading of an ordinance to establish a 25 mph speed limit on 1<sup>st</sup> Av (Vail St) from the county line to the intersection of F58 (200<sup>th</sup> St).

The City of Durant is requesting this change for safety reasons. The area of the speed limit change is residential.

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

AN ORDINANCE TO AMEND CHAPTER 13-34 OF THE SCOTT COUNTY CODE  
RELATIVE TO DESIGNATED SPEED LIMITS ON SCOTT COUNTY SECONDARY  
ROADS.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY, IOWA:

SECTION 1.

Add to Sec. 13-34R, Add Item No. 11 to read:

R. Scott County

11. 25 MPH - On 1<sup>st</sup> Av (Vail St-Durant) from the county  
line to the intersection of F58 (200<sup>th</sup> St).

SECTION 2.

The County Auditor is directed to keep and maintain a copy  
of the Ordinance in the County Auditor's office.

SECTION 3. SEVERABILITY CLAUSE

If any of the provisions of the Ordinance are for any reason  
illegal or void, then the lawful provisions of this  
Ordinance shall be and remain in full force and effect, the  
same as if the Ordinance contained no illegal or void  
provisions.

SECTION 4. REPEALER

All Ordinances or parts of Ordinances in conflict with the  
provisions of this Ordinance are hereby repealed.

SECTION 5. 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.

\_\_\_\_\_  
Larry Minard, Chairperson  
Scott County Board of Supervisors

ATTESTED BY:

\_\_\_\_\_  
Roxanna Moritz  
Scott 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



Item 05  
07-02-13

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Timothy Huey  
Director

To: Scott County TIF Review Committee  
Craig Hufford, Treasurer's Office  
Wes Rostenbach, Auditor's Office

From: Timothy Huey, Planning Director

Date: June 25, 2013

**Re: City of Bettendorf's proposed creation of TIF Districts for a new Hilton Garden Inn at I-74 and Middle Road.**

The City of Bettendorf notified Scott County of an opportunity to consult that is scheduled for, Friday, June 28, at 10:00 AM regarding plans to create a TIF District in an existing urban renewal district. The City is proposing the use of tax increment financing generated by the development of a new Hilton Garden Inn at I-74 and Middle Road. The TIF funds would rebate the tax increment revenue on the project for ten years.

**Proposed Hotel Redevelopment**

The assessed valuation and property taxes generated by the existing hotel at Middle Road & I-74 are:

Current land value	\$2,350,000
Current taxes paid	\$ 82,530

The proposed project is anticipated to result in:

Future Assessed Value of developed land	\$9,250,000
Estimate of future taxes of developed land	\$ 231,250
Estimated duration of TIF	10 years
Estimate of Annual TIF payment	\$ 148,720
Total TIF payments over 10 years	\$1,487,200

The development agreement the City has with the developer states that the TIF payment will be based on a five story Hilton Garden Inn with a footprint of 20,000 square feet, as well as two additional free standing buildings for other retail commercial businesses, totaling a minimum assessed value of \$9,250,000. The \$82,530 in taxes paid on the existing property will continue to go to the taxing entities.

Page two  
City of Bettendorf's TIF proposal  
June 25, 2013

The question I would have is how much of the proposed TIF payments will cover the re-development costs, such as demolition and public infrastructure improvements, and how much would be attributed to other development costs or direct payments? Also, do they propose to offer any TIF incentives to any retail commercial that may locate on Lot 1 and Lot 2 of the site.

I plan to attend next Friday morning's meeting to discuss this with City Staff so that we can formulate a recommendation to the Board. Let me know your thoughts or comments. The information provided by the City is included.



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

June 20, 2013

Dr. Teresa Paper, President  
Scott Community College  
Eastern Iowa Community College District  
500 Belmont Road  
Bettendorf, IA 52722

Dee Bruemmer, Administrator  
Scott County Bicentennial Building  
600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801

Tim Huey, Planning and Development Director  
500 West 4<sup>th</sup> Street  
Davenport, Iowa 52801

Dr. Theron Schutte, Superintendent  
BCSD Administration Center  
3311 – 18<sup>th</sup> Street  
Bettendorf, Iowa 52722

SUBJECT: Establishment of a new Bettendorf Hotel Associates Tax Increment Financing District.

Please accept this letter announcing the Opportunity to Consult on establishment of a new Tax Increment Financing District within the City of Bettendorf in Urban Renewal Area #6. The hearing will be held on **June 28, 2013, at 10:00 a.m.** in the **Economic Development Office, City Hall, 1609 State Street, Bettendorf.** If you have any comments you wish to make, you are encouraged to attend at that time.

Bettendorf Hotel Associates, LLC consists of approximately 4 acres in the Kimberly Road Corridor and will be a redevelopment of the commercial area. This area is outlined in the attached Bettendorf Hotel Associates Final Plat and in the attached aerial photo of the area.

In an effort to promote commercial growth in the area, the developer is asking for the establishment of the new TIF District. Previous projects in the corridor have involved public and infrastructure improvements by the City of Bettendorf and Tax Increment Financing. In this request, the private sector (Bettendorf Hotel Associates, LLC) is funding public and infrastructure improvements prior to the request for TIF. The developers will be maintaining the assessed value of the project site at \$2,350,000.

Therefore, there will be no reduction of the current revenue taxing entities are now receiving. The City will offer TIF for new commercial structures above the \$2,350,000 minimum assessed value of the improved land.

Prior to the passage of any TIF ordinance, the City of Bettendorf desires to notify the affected taxing entities and consult with them concerning the Bettendorf Hotel Associates Tax Increment Financing District.

We have included a copy of the initial development agreement submitted from the developer.

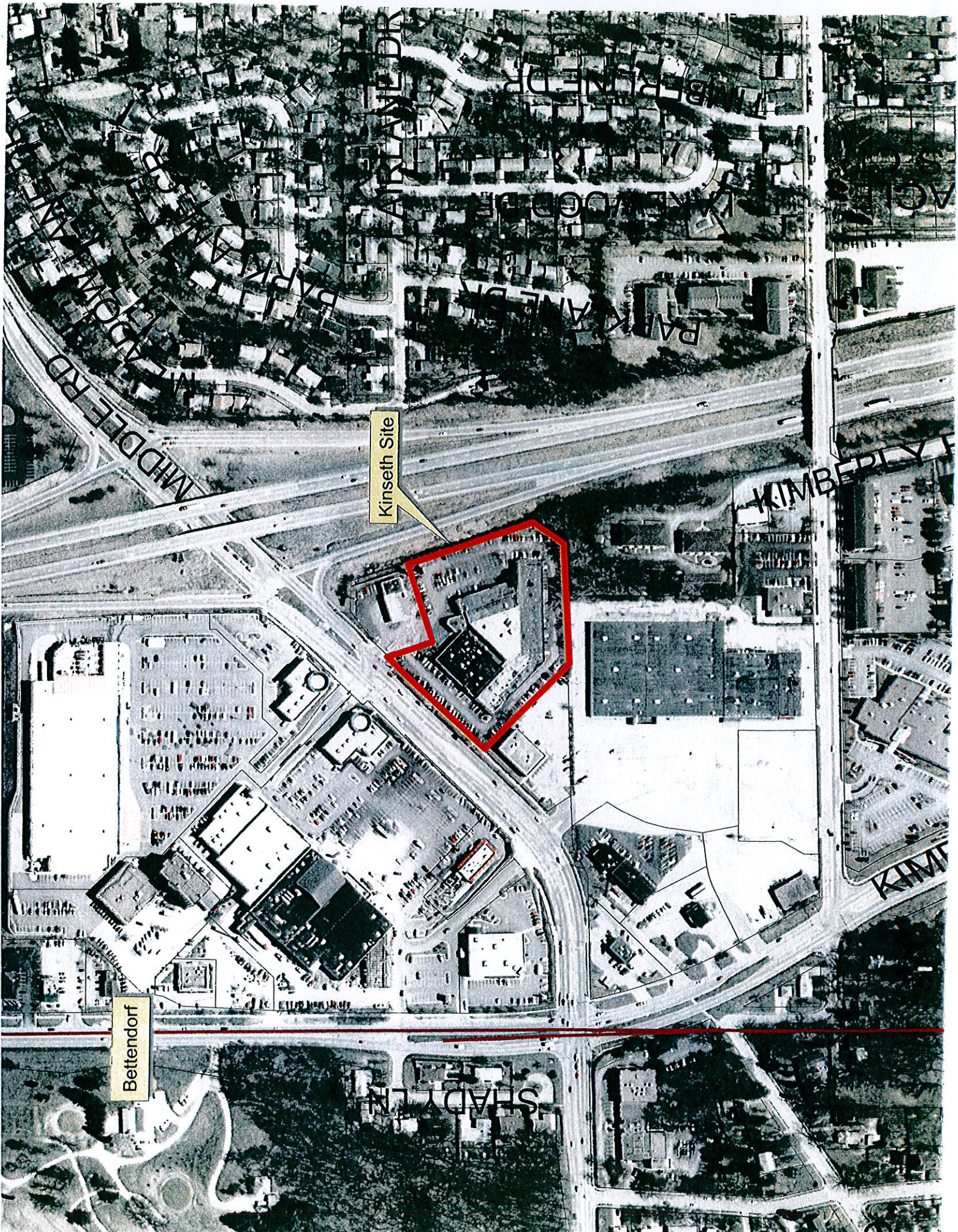
Should you have any other questions regarding this matter, please feel free to contact us at any time.

Sincerely,

A handwritten signature in cursive script that reads "Steve Van Dyke".

Steve Van Dyke, Director  
Economic Development

Enclosures



Kinseith Site

Bettendorf

SHADY LN

MIDDLEFIELD RD

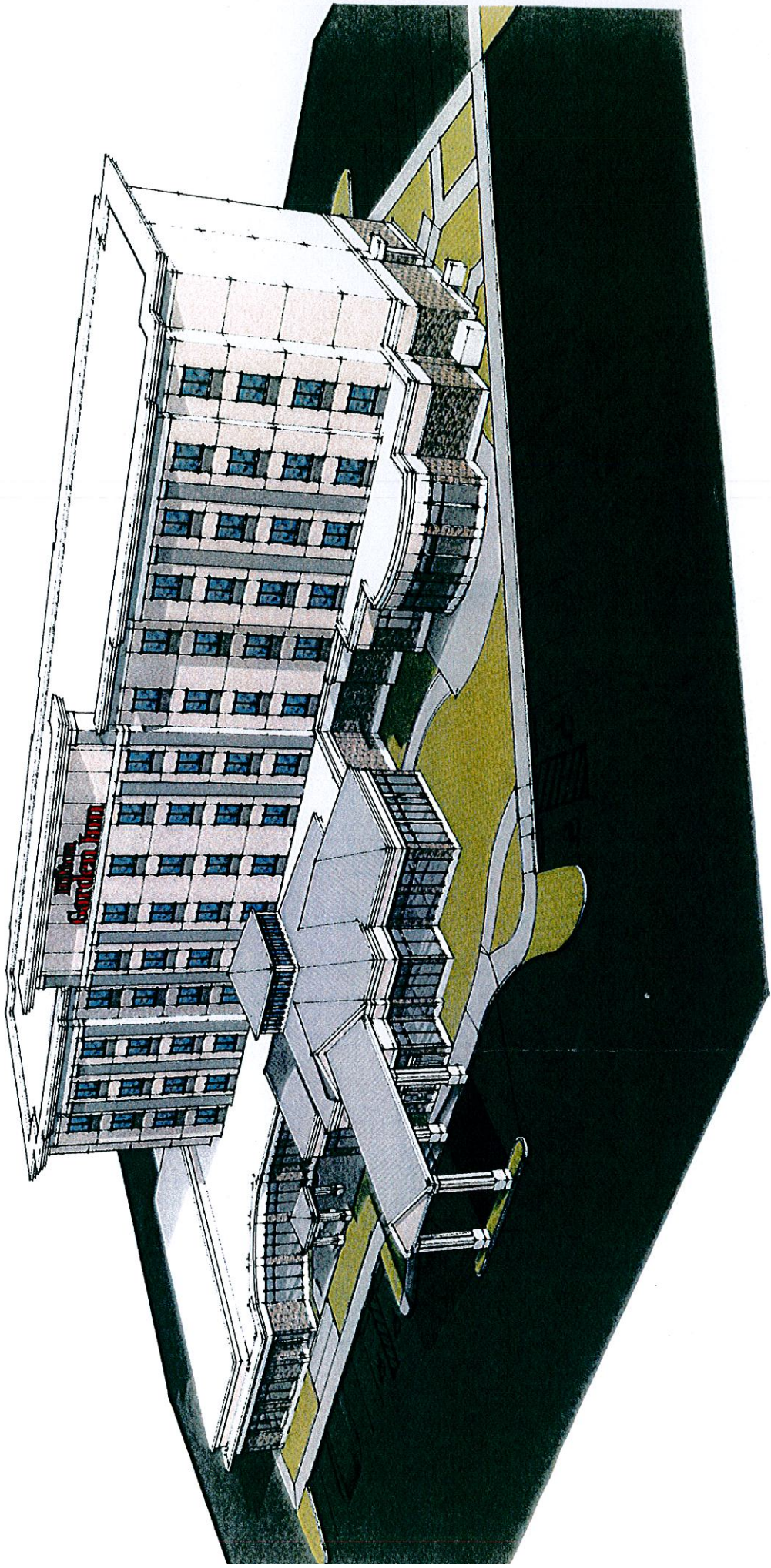
PARK LANE DR

KINWOOD DR

BRINE DR

KIMBELY LN

KIMBELY LN



## NOTICE OF OPPORTUNITY TO CONSULT

You are hereby notified that the City of Bettendorf is beginning the process to establish the Bettendorf Hotel Associates Redevelopment Tax Increment Financing (TIF) District. A meeting time and place has been established as follows so that you may discuss this matter should you so desire:

**Date:** June 28, 2013  
**Time:** 10:00 am  
**Place:** Bettendorf City Hall  
Second Floor Conference Room  
1609 State Street  
Bettendorf, Iowa 52722

Should you be unavailable to meet at the above noted time and place, please contact Steve Van Dyke at 563-344-4060 at your earliest convenience in order to arrange for a meeting prior to that date and time. The following table summarizes the differences between the present taxes generated from the site and taxes anticipated to be generated upon completion of the development and also the length of time anticipated for the diversion of taxes for the TIF financing.

### PROJECT

#### **Bettendorf Hotel Associates Redevelopment Tax Increment Financing (TIF) District**

### ESTIMATE OF COST

Total Project \$9,250,000

### TAXES PRESENTLY BEING GENERATED FROM SITE

Land & Building Value \$2,350,000  
Annual Taxes at Current Rate \$ 82,530

### TAXES ESTIMATED TO BE GENERATED FROM DEVELOPMENT

Land & Building \$ 9,250,000  
Estimated annual taxes at current rate \$ 231,250

### FISCAL IMPACT OF THE DIVISION OF REVENUE FROM PROPOSED DEVELOPMENT

Property tax base will be increased and new taxes totaling \$148,720 per year will be generated when development is complete.

### ESTIMATED SERVICES FROM TAXING ENTITY WILL BE EXPECTED TO PROVIDE THE TIF AREA

Scott County: Minimal  
Bettendorf Community School District: None (non-residential)  
Scott Community College: None

### ESTIMATED DURATION OF DIVERSION OF REVENUE

10 years

### ESTIMATED REVENUE AVAILABLE TO EACH TAXING ENTITY AFTER 10 YEARS IF PROJECT SUCCEEDS:

City of Bettendorf	36 %	\$83,250
Bettendorf Community School District	43 %	\$ 99,438
Scott County	17 %	\$ 39,313
E.I.C.C.	3 %	\$ 6,937
Others	1 %	\$ 2,312.
<b>TOTAL</b>		<b>\$231,250</b>

**DEVELOPMENT AGREEMENT**

This Agreement is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (the "City"), and Bettendorf Hotel Associates LLC (the "Developer"), as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

**RECITALS**

**WHEREAS**, the Developer owns certain property, more specifically described on Exhibit "A", attached hereto (the "Property"), zoned "C-2" Community Shopping District, which is located within the Urban Renewal Area #6, and upon which the Developer intends to redevelop the property into a Hilton Garden Inn and reconstruct certain improvements thereon (the "Project"); and

**WHEREAS**, the City desires to encourage redevelopment and expansion in said Urban Renewal Area; and

**WHEREAS**, the Project (as defined below) will help enable the Developer to redevelop this site within the City of Bettendorf rather than see the continued deterioration and increased blight; and

**WHEREAS**, business redevelopment and blight elimination is a high priority goal for the City of Bettendorf, and

**WHEREAS**, development within Urban Renewal Area #6 has not occurred at a rate desired by the City of Bettendorf, and

**WHEREAS**, under Chapter 15A of the State Code, the City is required to determine that a public purpose will reasonably be accomplished and the City Council so FINDS that jobs will be preserved and expanded, blight will be eliminated and tax base increased as a result of the agreement signed herein; and

**WHEREAS**, under Chapter 403 of the State Code, the City may enter into development agreements to assist and retain local businesses to strengthen and revitalize the economy of the State of Iowa and the City of Bettendorf; and

**WHEREAS**, Chapters 15A and 403 of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. Developer Obligations.** The Developer shall undertake the Project, consisting of the demolition of certain existing structures, the reconstruction / redevelopment of certain existing improvements, and construction and installation of certain new buildings, facilities and other improvements. Developer agrees to make the following improvements, both on and off-site to enhance traffic movements with respect to the Project and to post additional security to the City, as follows:

- A. Dedicate certain property identified within the Developer's plat and/or site plan for the purpose of the construction of a deceleration lane traveling east on Middle Road into the Project. Further, the Developer will construct said deceleration lane at his expense.

Developer shall no later than the 15th day of August, 2013 provide a Performance Bond or other mutually acceptable surety instrument with the City in an amount not less than 125% of the following bona fide estimated costs: (i) costs of demolition of the existing improvements located within the development and (ii) costs of the off-site traffic improvements listed above and within this section.



## **Section 2. Project Phases.**

The Developer anticipates that the Project will be redeveloped in a single phase. The Project shall consist of total demolition of the existing hotel/restaurant and the construction of a free-standing, five story Hilton Garden Inn with a foot print measuring approximately 20,000 square feet and the construction of two free-standing buildings measuring in total roughly 6,500 square feet for the purpose of housing several businesses including Cynron, LLC.

Prior to the construction of the Project, the Developer shall submit to the City copies of all plats, site plans and engineering documents related to the Project as customarily required under existing City Ordinances. The City may request reasonable changes to such plats, site plans and documents to insure compliance with existing applicable City Ordinances and engineering requirements plus a quality appearance. The Project shall commence promptly upon City approval of plats, site plans and issuance of a building permit, and the Developer shall diligently prosecute construction to be completed prior to the end of calendar year 2014.

**Section 3. Economic Development Payments.** In recognition of the Developer's commitment set out herein, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, to reimburse the Developer for a portion of the cost of the project, in an amount equal to the tax incremental revenue derived from the project. For the purposes of this agreement, the tax incremental revenues derived from the entire project encompassing the total site shall mean only the taxes available for division by the City under the Urban Renewal Law in excess of an assumed base year assessment on land and buildings of \$2,350,000. The Developer shall agree to execute a minimum assessment agreement effective from 1/1/13 through 12/30/28. Once complete, the total assessed value of the entire project encompassing the total site is anticipated to be in the amount of \$9,250,000.

The Payments shall be made solely and only from incremental property taxes received by the City from the Scott County Treasurer, which are attributable to the improvements made to the Property as called for herein. The Payments to the Developer are subject to the timely payment of property taxes by the Developer or other owners of the Property, and to the satisfactory completion of the Improvements.

**Section 4. Term.** On or about November 1st of each year, the Developer and/or its assigns, shall report to the City the Status of payment of all property taxes then due on the property and certify to the City the development costs associated with the project. Such costs may be aggregated for purposes of the certification, including all previously certified costs and new costs, and shall be reduced by all payment of incremental tax money then received by the Developer and/or its assigns. This certification may be hand delivered, or may be mailed by certified or registered mail, return receipt requested to the City Administrator, City of Bettendorf, 1609 State Street, Bettendorf, Iowa 52722. On December 1<sup>st</sup> of each year, and based upon the Developer's and/or assigns' certification to the City, the City shall certify said amount to the County Auditor pursuant to Iowa Code Section 403.19(6) as debt incurred within the District (as established by the Tax Increment Financing Ordinance).

The payment shall be made on December 1<sup>st</sup> and June 1<sup>st</sup> of each fiscal year, commencing with the fiscal year of tax payments arising from the January 1<sup>st</sup>, 2015 tax assessment and continuing for a maximum of ten (10) fiscal years of taxes or until a maximum of \$1,675,000 in incremental tax revenue has been rebated to the developer, whichever first occurs.

1. The maximum of ten (10) years of payments under this Agreement shall be reduced by one (1) year for each year the Developer fails to timely pay real estate taxes on the parcel. No payments shall be made by the City until all real estate taxes are paid in full.
2. The maximum of ten (10) years of payments under this Agreement shall be reduced by one (1) year for failure to construct the Project by December 30, 2014.

**Section 5. Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby agrees and consents that the Developer's

right to receive the Payments hereunder may be assigned by the Developer to a private lender, as security, or to another entity which is controlled by the Developer, without further action or approval on the part of the City. In the event that Developer sells the Property subject to the minimum assessment agreement as herein required, the Developer may without any further consent of the City assign its rights to the remaining payments. The City agrees, further, not to unreasonably withhold its permission upon receipt of a request from the Developer for assignment of all or any portion of its rights and obligations hereunder to any other party and to either approve or deny such request within sixty (60) days after receipt of such request by the City Council.

**Section 6. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

**Section 7. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

**Section 8. Dispute Resolution.** All disputes, controversies and questions directly or indirectly arising under, out of, in connection with or in relation to this Agreement or its' subject matter, including without limitation, all disputes, controversies and questions relating to validity, negotiation, interpretation, construction, performance, termination and enforcement of the Agreement, shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any dispute.

The parties shall attempt in good faith to resolve any dispute promptly by negotiation. If the matter has not been resolved within twenty (20) days after a party's request for negotiation ("Negotiation Period"), either party may initiate arbitration as provided herein.

Initiation of Arbitration. If the dispute is not resolved during the Negotiation Period, any unresolved dispute, controversy or claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (each a "Dispute" and collectively, the "Disputes") shall be settled by binding arbitration. The expedited procedures of the Commercial Arbitration Rules ("Commercial Rules") of the American Arbitration Association ("AAA") in effect on the date that the arbitration is initiated as provided herein shall govern the procedure for the arbitration, except to the extent modified by the provisions of this Section 8. The arbitration shall be initiated by sending to the other party and the AAA a written demand for arbitration that complies with the requirements of the Commercial Rules (the "Arbitration Demand") and by requesting from the AAA a list of qualified arbitrators (the "Arbitrator List") meeting the requirements of the following paragraph. The AAA shall not administer the arbitration and shall only provide the list of qualified arbitrators and appoint one or more arbitrators under the circumstances set forth herein. Each party to the arbitration shall be responsible to pay an equal share of the fees payable to the AAA in connection with the arbitration, subject to the right to recover such fees as a cost or expense incurred in connection with the Dispute as otherwise provided in this Section 8. If a party fails to pay its share of such fees within the time required by the AAA, any other party may advance such share and recover it from the party failing to pay it, together with interest at the annual rate of 18%. The party advancing such share shall be entitled to have an immediate award entered by the arbitrator, once appointed, for the full amount of such party's payment with interest thereon and attorney's fees and expenses incurred in connection therewith.

Appointment of Arbitrator. The arbitration shall be conducted by a single arbitrator selected by the parties from the Arbitrator List or, if they cannot agree on that arbitrator, by the appointment of an arbitrator by the AAA. The parties agree that the arbitrator selected by the parties or the AAA must be a person with extensive knowledge in the subject matter of the Dispute(s) and at least five (5) years of experience in arbitrating substantially similar issue(s) as those described in the Arbitration Demand and submitted to arbitration hereunder.

Location of Arbitration. The arbitration, including the rendering of the award, shall take place in Bettendorf, Iowa.

Arbitrator's Award. Any award rendered by the arbitrator may be entered as a judgment or order and confirmed or enforced by either party in the division of the United States District Court located in the Southern District of Iowa which includes Bettendorf, Iowa. If either party brings or appeals any judicial action to vacate or modify any award rendered pursuant to arbitration or opposes the confirmation of such award and the party bringing or appealing such action or opposing confirmation of such award does not prevail, such party will pay all of the costs and expenses (including, without limitation, court costs and attorney fees) incurred by the

other party in defending such action. Additionally, if either party brings any action for judicial relief (other than injunctive relief) in the first instance without pursuing arbitration prior thereto, the party bringing such action will be liable for and will immediately pay to the other party all of the other party's costs and expenses (including, without limitation, court costs and attorney fees) to stay or dismiss such judicial action and/or remove it to arbitration. The arbitrator may only grant a remedy or relief that is within the scope of this Agreement, including, but not limited to, any limitations on remedies imposed by other provisions of this Agreement. The arbitrator shall not award punitive or exemplary damages, and each party to this Agreement waives their respective right to recover punitive or exemplary damages under any circumstances. In making an award, the arbitrator shall apply and follow the laws of the State of Iowa applicable to contracts and to the extent applicable, the Federal Arbitration Act, found at 9 USC §1, et. seq. (the "Federal Arbitration Act"), which shall supersede any state laws governing arbitration of Disputes; provided, however, that the procedural rules in the Commercial Rules and the evidentiary and discovery rules set forth in the following subsections of this Section 8 shall be applied notwithstanding state or federal law to the contrary. The prevailing party in an arbitrated Dispute shall be entitled to recover as a part of any award the costs and expenses (including without limitation reasonable attorneys' fees) incurred by such party in connection with the arbitrated Dispute.

Discovery. Except as hereafter provided, discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause. The parties shall comply with the requirements of Federal Rule of Civil Procedure 26(a)(1)(A), (B) and (C); Federal Rule of Civil Procedure 26(a)(2)(A) and (B); and Federal Rule of Civil Procedure 26(a)(3)(A), (B) and (C) within sixty (60) days after the date of the Arbitration Demand. Any party failing to comply with such requirements shall be subject to sanctions as provided in Federal Rule of Civil Procedure 37(b)(2)(A), (B), (C) and the final unlettered paragraph thereof; Federal Rule of Civil Procedure 37(c)(1); and Federal Rule of Civil Procedure 37(d); provided, however, that the arbitrator may permit a party to have one additional period of up to thirty (30) days to cure any such failure. The arbitrator shall permit, as a matter of right, the depositions of the parties and any expert witnesses to be taken. The arbitrator shall not allow more than one (1) set of interrogatories limited in number to no more than thirty (30), including subparts thereof. The arbitrator shall have the right to enter protective orders under Federal Rule of Civil Procedure 26(c)(2), (3), (4), (5), (6), (7) and (8). The parties shall supplement responses to discovery permitted in this subsection under the circumstances described in Federal Rule of Civil Procedure 26(e). Discovery requests and responses, including objections, shall be signed in the manner described in Federal Rule of Civil Procedure 26(g) and the certification described in Federal Rule of Civil Procedure 26(g)(2) and penalties described in Federal Rule of Civil Procedure 26(g)(3) shall apply to each signature. The arbitrator shall enforce the discovery provisions set forth in this subsection.

Evidence. The formal rules of evidence shall not be applicable to the arbitration. Any relevant evidence, including hearsay to the extent it is determined by the arbitrator to be reliable, may be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious business affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made by the arbitrator on or before thirty (30) days after final submission of all matters, or within such extended time, not exceeding an additional thirty (30) days (sixty (60) days total) as the arbitrator may determine is necessary.

Form of Award. The arbitrator shall render the award in writing, which shall set forth in detail the reasons for such award. The arbitrator shall sign and date the award and serve upon each party a signed copy of the award.

**Section 9. NOTICE.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

**To the City of Bettendorf:  
Mr. Decker Ploehn  
City Administrator  
1609 State Street  
Bettendorf, Iowa 52722  
Office Phone (563) 344-4007**

**To Kinseth Hospitality Companies:  
Attn: Mr. Leslie B. Kinseth, President  
808 Highway 18 East  
P.O. Box 25  
Clear Lake, Iowa 50428  
Office Phone (866) 484-4620**

**Section 10. ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and supercede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. All Exhibits attached hereto are hereby incorporated into and made a part of this Agreement.

**Section 11. AMENDMENTS.** No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provision shall remain in full force and effect.

**Section 12. SEVERABILITY.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if for any reason a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

**Section 13. CONSTRUCTION.** The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, as such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

**Section 14. WAIVER OF JURY TRIAL. EACH OF THE DEVELOPER AND THE CITY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT IS NOT OTHERWISE REQUIRED TO BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH SECTION 8 OF THIS AGREEMENT.**

**Section 15. UNAVOIDABLE DELAYS:** Any delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment necessary for construction and installation of the Project, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City) are "Unavoidable Delays". Time lost as a result of Unavoidable Delays shall be added to extend the deadline by the number of days equal to the number of days lost as a result of Unavoidable Delays.

**Section 16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one (1) such counterpart.

The City and the Developer have caused this agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

**CITY OF BETTENDORF, IOWA**

By: \_\_\_\_\_  
Its Mayor

Attested by:

By: \_\_\_\_\_  
Its City Clerk

**Bettendorf Hotel Associates LLC**

By: \_\_\_\_\_  
Its President

# PRELIMINARY FINAL PLAT W/ PROPOSED BUILDING MIDDLE ROAD PLAZA

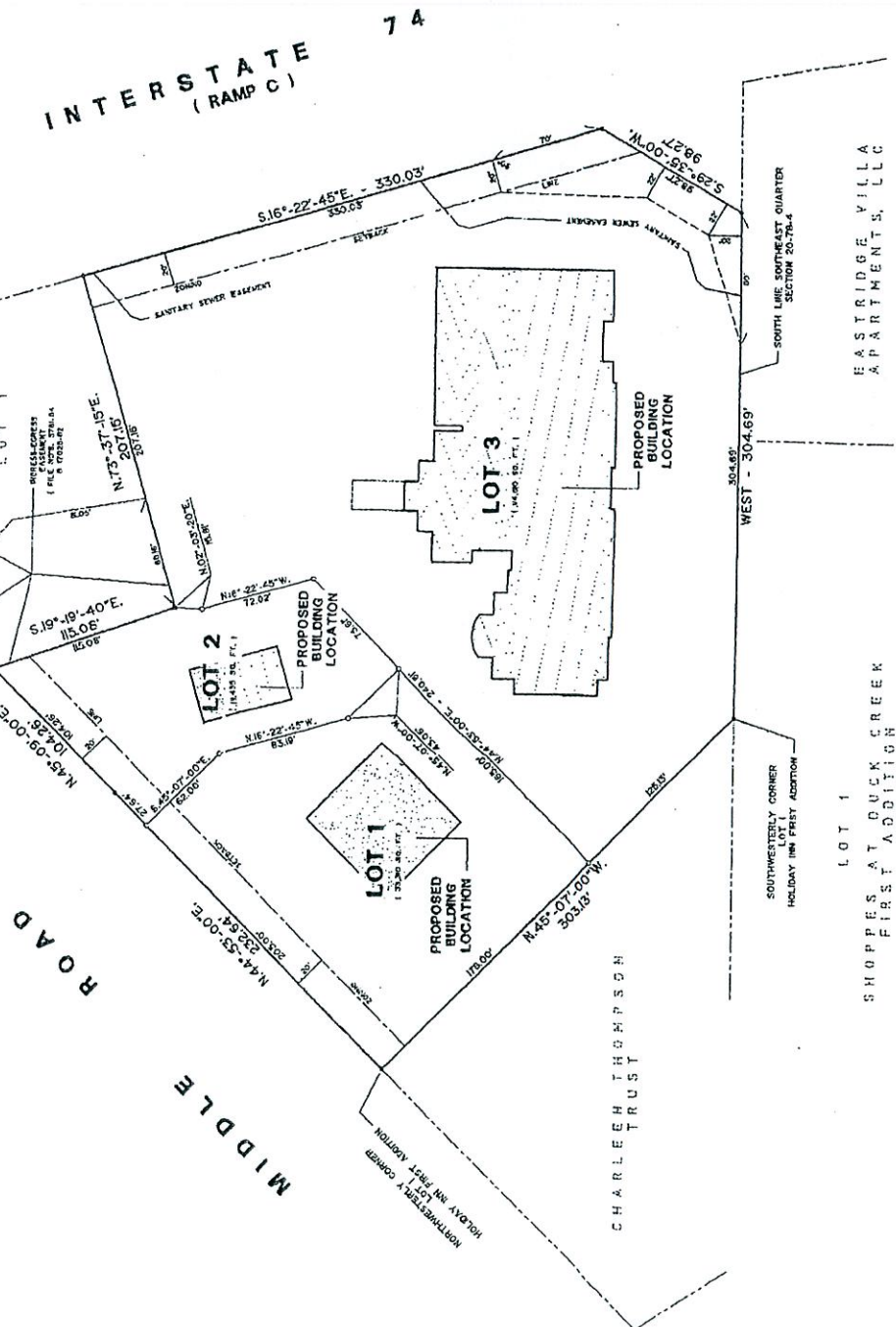
AN ADDITION TO THE CITY OF BETTENDORF,

BEING PART OF THE SOUTHEAST QUARTER OF SECTION 20  
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5th P.M.  
AND BEING A REPLAT OF LOT 1  
HOLIDAY INN FIRST ADDITION

OWNER - DEVELOPER  
**BETTENDORF HOTEL ASSOCIATES, L.C.**  
% KINSETH HOSPITALITY CO.  
2 QUAIL CREEK CIRCLE  
NORTH LIBERTY, IOWA 52317

Exhibit "A"

SCALE: P. = 40' = 1"  
(MAY 08, 2005)



### GENERAL NOTES

- FOUND P. K. NAIL IN ASPHALT SHOWN THIS
- FOUND CUT "+-" IN CONCRETE SHOWN THIS
- IRON MONUMENTS FOUND SHOWN THIS
- IRON MONUMENTS SET SHOWN THIS
- DISTANCES SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- SUBDIVISION CONTAINS 3.82 ACRES, MORE OR LESS.
- FOR THIS SURVEY THE SOUTH LINE OF THE SOUTHEAST QUARTER SECTION 20-78-4 WAS ASSUMED TO BEAR EAST.
- BLANKET UNDERGROUND EASEMENTS GRANTED FOR ALL PRIMA SECONDARY ELECTRIC CABLES, PAD MOUNTED TRANSFORMERS, TRANSFORMERS, PRIMARY CABLES, GAS SERVICE, WATER SEWER LATERAL, TELEPHONE SERVICE AND CABLE T.V. SERVICE INDIVIDUAL STRUCTURES AND STREET LIGHTS.

LOTS ARE ZONED C-2 I COMMUNITY SHOPPING DISTRICT I.  
ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS THE DATE OF CITY COUNCIL APPROVAL. IN CASE OF CONFLICT LINES SHOWN AND FUTURE CODE REQUIREMENTS THE CODE REQUIREMENTS SHALL GOVERN.

PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION DEVELOPER TO EXERCISE THE CITY RESERVES THE RIGHT IN ITS DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SE VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATE THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON F OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT B OR ALLOW GROUND TO BE REPLATTED.

ACCESS TO MIDDLE ROAD FROM LOTS 1 AND 2 IS LIMITED TO INGRESS-EGRESS EASEMENT SHOWN ON LOT 1 OF MOBIL FIRST I DOCUMENT NUMBER 8764-84 I

LOTS ARE SUBJECT TO CROSS EASEMENTS FOR DRIVEWAYS / PARKING AS DEFINED IN DOCUMENTS ATTACHED TO THIS PLAT AND SEWER LATERALS WITHIN THE BOUNDARIES OF THIS PLAT ARE PRIVATELY OWNED AND MAINTAINED.

**OFFICE OF THE COUNTY ADMINISTRATOR**

600 West Fourth Street  
Davenport, Iowa 52801-1003

Office: (563) 326-8702  
[www.scottcountyia.com](http://www.scottcountyia.com)

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Item 06  
07-02-13

TO: Board of Supervisors

FROM: Dee F. Bruemmer, County Administrator

RE: Closed Session for Performance Review

As required by the Code of Iowa, I am requesting that Board go into close session to review my performance. I will provide the Board with the summary rankings of my 360 review and an update of the accomplishments since my last review. I will also discuss the work in the current strategic plan as it pertains to my goals going forward.

I look forward to discussing with you my past work and confirming the work plan for the future that will ensure that Scott County continues to be a leader in government.

**MICHAEL J. WALTON**  
**SCOTT COUNTY ATTORNEY**

Scott County Courthouse  
400 West Fourth Street  
Davenport, Iowa 52801-1104  
Telephone: (563) 326-8600  
Facsimile Transmission (563) 326-8763  
mwalton@scottcountyiowa.com



[www.scottcountyiowa.com](http://www.scottcountyiowa.com)

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June 25, 2013

TO: Scott County Board of Supervisors

FROM: Mike Walton, County Attorney

RE: New Hire – Assistant County Attorney I

I have selected a candidate to fill the open position of Assistant County Attorney I. Eleven candidates were interviewed.

The candidate chosen, Elizabeth Cervantes, previously interned in this office. She also interned with the U.S. Attorney and was a Law Clerk for the Seventh Judicial District of Iowa. Since graduating from law school, she has practiced general litigation law with two prominent law firms.

It is important to attract and keep good candidates to perform the many duties of the prosecuting attorneys in Scott County. Because of her experience, I believe she is well qualified to fill this position and should be hired at a salary of \$60,000, approximately 90% of the midpoint salary for this position. This is comparable to the starting salary of other Assistant County Attorneys with similar experience. There will be an overall reduction in salary for this position because she is replacing an attorney at a higher salary.

Thank you.

Sincerely,

Michael J. Walton  
Scott County Attorney



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

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

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

July 2, 2013

APPROVING THE HIRING OF ELIZABETH CERVANTES FOR THE POSITION OF  
ATTORNEY I AT A STARTING SALARY OF \$60,000/YR

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

Section 1. The hiring of Elizabeth Cervantes for the position of Attorney I for the County Attorney's Office at a starting salary of \$60,000/yr is hereby approved.

Section 2. This resolution shall become effective immediately.

## SCOTT COUNTY PERSONNEL ACTIONS

Item 08  
07-02-13

BOARD MEETING: July 2, 2013

**NEW HIRES**

Employee/Department	Position	Salary	Effective Date	Remarks
Jeffrey Wallace Juvenile Detention	Detention Youth Counselor P/T	\$17,978/hr	06/12/13	Roster position
Ashley Donnelly Sheriff	Deputy Sheriff	\$47,195	07/01/13	Replaces James Schmitz
Ryan Brophy Sheriff/Jail	Correction Officer Trainee	\$35,318	07/08/13	Replaces Elizabeth Froehlich

**TRANSFERS AND PROMOTIONS**

Employee/Department	New Position	Salary Change	Effective Date	Remarks
Tiffany Tjepkes Health	Community Health Coordinator	\$63,342 - \$66,509	06/17/13	Replaces JaNan Less

**LEAVES OF ABSENCE/OTHER**

Employee/Department	Position	Effective Date	Remarks
Starla Potter Sheriff/Jail	Cook		Medical leave through 8/28/13

**BARGAINING UNIT STEP INCREASES**

Employee/Department	Position	Salary Change	Wage Step	Effective Date
None				

**MERIT INCREASES**

Employee/Department	Position	Salary Change	% of Midpoint	Effective Date
Julie Walton County Attorney	Attorney II	\$86,296 - \$90,611 (5.0%)	114.199%	01/05/13
Leslie Ronnebeck Health	Public Health Nurse	\$60,378 - \$62,189 (3.0%)	110.81%	06/12/13

\*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
Barry Peck Secondary Roads	Engineering Aide II	06/06/13
Mary Thee HR/Admin	Assistant County Administrator	06/18/13

**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
Community Health Consultant Health	Vacant 6/17/13	ASAP	Tiffany Tjepkes	Approve to fill

**TUITION REQUESTS**

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



SCOTT COUNTY HEALTH DEPARTMENT  
Administrative Center  
600 W. 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030  
Office: (563) 326-8618 Fax: (563)326-8774  
[www.scottcountyiowa.com/health](http://www.scottcountyiowa.com/health)



June 24, 2013

To: Scott County Board of Supervisors

From: Edward Rivers  
Director

Subject: Amend Chapter 23 entitled "Private Sewage Disposal Systems", Chapter 24, entitled "Non Public Water Supply Wells", and Chapter 28, entitled "Ambulance Service"

The Scott County Board of Health held public hearings on June 20, 2013 for the purpose of amending three chapters of Scott County Ordinance:

Chapter 23 entitled "Private Sewage Disposal Systems" includes certification for contractors, new time of transfer inspection requirements, increase in permit fees, renewal fees for contractors, requirements for inspection reports, restrictions on discharge to state-owned waters or "outstanding Iowa waters", and effluent sampling port requirements; and

Chapter 24 entitled "Non-Public Water Supply Wells" is a \$10.00 increase in permits to construct a water well and permits to reconstruct, rehabilitate or install a liner; and

Chapter 28, entitled "Ambulance Service" includes numerous changes including the title, new description and scope of services, and new definitions for Ambulance, Driver, Emergency Medical Service, EMT, Event, Exclusive Service Area, Health Officer, Owner, Patient, and SECC. See attached page for detailed list.

After hearing no public comment, there was motion and second that the revisions be approved for each of the ordinances. Board of Health members unanimously approved the motion.

Attached are the changes to Chapter 23, 24, and 28.

## Chapter 28 Revision

- Title is changed from “Ambulance Service” to “Emergency Medical Service”.
- Section headings reflect new section titles and order.
- Sec 28-1: New description of scope and purpose of the ordinance.
- Sec 28-2: New definitions for Ambulance, Driver, Emergency Medical Service, EMT, Event, Exclusive Service Area, Health Officer, Owner, Patient, and SECC.
- Sec 28-3: Minor language changes in terms; redacted exemption for employers transporting their own employees as this was superseded by state law.
- Sec 28-4: Redacted inspection of equipment, listing of personnel, trip tickets, and physical location inspection, as these requirements were superseded by state law; added provision to consider effect of license issuance on currently licensed providers; added stratified submission requirements for financial statements based on staffing, financial model, budget, and yearly number of calls; changed annual financial statement deadline from 90 days to 120 days; added statement regarding review of financial statements to determine providers’ ability to effectively provide services; moved mutual aid requirements to new section; changed internal references to other ordinance provisions.
- Sec 28-5: New section. Requires direct communication capability to SECC; placeholders for system standards, education requirements, data collection and use, and quality improvement.
- Sec 28-6: Assigns responsibility for dispatch to SECC and allows employment of technological aids to dispatch; creates exclusive ambulance service areas in which all transports are performed by service assigned to that area; redacts ambulance area descriptions and moves to Appendix B; provides method for assigning and reassigning ambulance areas based on population, effect on existing providers, physical location of providers, providers’ response time, activation time, and level of licensure or certification, and other factors relevant to providing efficient and effective service; defines dispatch by SECC as compliance, notwithstanding exclusive areas; cites patient benefit as primary factor in determining response criteria.
- Sec 28-7: Updates reference to vehicle design standard.
- Sec 28-8: Updates reference to patient care equipment standard.
- Sec 28-9: Moves duties of Health Officer to new section; combines mutual aid requirements from section 28-4 with former Community Mutual Aid Agreement section.
- Sec 28-10: No changes.
- Sec 28-11: Provides requirement for Notice consistent with other current ordinances.
- Sec 28-12: Provides procedure for suspension of license consistent with other current ordinances; redacts reference to inspection of equipment and facilities.
- Sec 28-13: Provides method for appeal consistent with other current ordinances.
- Sec 28-14: Provides that jurisdiction is Scott County, including cities and towns, consistent with other current ordinances.
- Sec 28-15: Provides that the Health Officer is responsible for enforcement, consistent with other current ordinances.
- Sec 28-16: Reference to Chapter 29 of Scott County Code of Ordinances, violation is Municipal Infraction.
- Sec 28-17: Separability of Provisions provision consistent with other current ordinances.
- Sec 28-18: Applicability provision consistent with other current ordinances.

## CHAPTER 23

### PRIVATE SEWAGE DISPOSAL SYSTEMS

#### SEC. 23-2 DEFINITIONS

**“Approved Contractor” means a contractor certified by the National Environmental Health Association (NEHA) or the Iowa Onsite Wastewater Association (IOWWA) as a Certified Installer of Onsite Wastewater Systems (CIOWTS) at either Basic or Advanced Levels. A contractor with an equivalent certification or license from another state is acceptable with the approval of the health officer.**

**“Liquid wastes” means the discharges from any fixture, appliances, area, or appurtenance. .**

#### SEC. 23-5 PERMITS REQUIRED

**C. Approved contractors. By July 1, 2014, all private sewage systems in Scott County shall be installed by a contractor approved by the health officer. Contractors seeking approval must submit one of the following documents:**

- 1. Proof of current certification by the National Environmental Health Association (NEHA) as a Certified Installer of Onsite Wastewater Systems (CIOWTS), either basic or advanced levels.**
- 2. Proof of current certification by the Iowa Onsite Wastewater Association (IOWWA) as a Certified Installer of Onsite Wastewater Systems (CIOWTS), either basic or advanced levels.**
- 3. Proof of current, equivalent licensure or certification from another state. This must be approved by the health officer.**

#### SEC. 23-6 FEES

- A. The fee for a permit to construct or reconstruct a private sewage disposal system shall be payable to the Scott County Treasurer at the time of application.
1. **\$210.00** for a permit to construct a private sewage disposal system.
  2. **\$95.00** for a permit to install or replace pipes, septic tanks, or distribution box.
  3. \$40.00 for an annual operational permit for an inspection and sample.
  4. \$50.00 administrative fee for an annual operational permit which is delinquent and a municipal infraction is served on the owner for payment.
  5. **\$80.00** for a septic tank abandonment permit.
  6. \$260.00 for a time of transfer inspection effective upon enactment.
  7. Investigation fee. Whenever any work for which a permit is required by this Chapter has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee of **\$300.00**, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The payment of an investigation fee shall not exempt any person

from compliance with all other provisions of this Chapter nor from any penalty prescribed by law.

SEC. 23-9                    TIME OF TRANSFER INSPECTIONS

A. Upon enactment by the Iowa Department of Natural Resources any transfer of ownership of a building where a person resides, congregates, or is employed that is served by a private sewage disposal system, the sewage disposal system serving the building shall be inspected. In the event that weather or other temporary physical conditions prevent the certified inspection from being conducted, the buyer shall execute and submit a binding acknowledgment with the county Board of Health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. **In the event that all parties agree the existing private sewage disposal system will not pass inspection, the buyer may forego the inspection and execute a binding agreement with the local board of health to install a private sewage disposal system compliant with this ordinance at a time specified by the health officer. The inspection requirement applies to all types of ownership transfers not specifically exempted, including when a seller-financed real estate contract is signed.**

1. **Inspection exemptions. The following types of real estate transactions are exempt from the inspection requirements. However, the discharge restrictions in Section 23-3 shall always apply.**

- a. **A transfer made pursuant to a court order, including but not limited to a transfer under Iowa Code chapter 633 or 633A, the execution of judgment, the foreclosure of a real estate mortgage pursuant to Iowa Code chapter 654, the forfeiture of a real estate contract under Iowa Code chapter 656, a transfer by a trustee in bankruptcy, a transfer by eminent domain, or a transfer resulting from a decree for specific performance.**
- b. **A transfer to a mortgagee by a mortgagor or successor in interest who is in default, a transfer by a mortgage who has acquired real property as a result of a deed in lieu of foreclosure or has acquired real property under Iowa Code chapter 654 or 655A, or a transfer back to a mortgagor exercising a right of first refusal pursuant to Iowa Code section 654.16A.**
- c. **A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust.**
- d. **A transfer between joint tenants or tenants in common.**
- e. **A transfer made to a spouse or to a person in the lineal line of consanguinity of a person making the transfer.**
- f. **A transfer between spouses resulting from a decree of dissolution of marriage, a decree of legal separation, or a property settlement agreement which is incidental to the decree, including a decree ordered pursuant to Iowa Code chapter 598.**
- g. **A transfer in which the transferee intends to demolish or raze the**

**building.**

- h. A transfer of property with a system that was installed not more than two years prior to the date of the transfer.**
  - i. A deed arising from a partition proceeding.**
  - j. A tax sale deed issued by the county treasurer.**
  - k. A transfer for which consideration is \$500 or less.**
  - l. A deed between two family corporation, partnership, limited partnership, limited liability partnership, or limited liability company as defined in Iowa Code section 428A.2, subsection 15, and its stockholders, partners, or members for the purpose of transferring real property in an incorporation or a corporate dissolution or in the organization or dissolution of a partnership, limited partnership, limited liability partnership, or limited liability company under the laws of this state, where the deed is give for no actual consideration other than for shares or for debt securities of the family corporation, partnership, limited partnership, limited liability partnership, or limited liability company.**
- 2. Inspection criteria. If a private sewage disposal system is failing to ensure effective wastewater treatment or is otherwise improperly functioning, the private sewage disposal system shall be renovated to meet current construction standards, as adopted by the department, either by the seller or, by agreement within a reasonable time period as determined by the health officer, by the buyer. If the private sewage disposal system is properly treating the wastewater and not creating an unsanitary condition in the environment at the time of inspection, the system is not required to meet current construction standards. However, the discharge restrictions in Section 23-3 shall always apply.**
  - 3. Inspection validity. An inspection is valid for a period of two years for any ownership transfers during that period.**
- B. Inspections shall be conducted by an inspector certified by the department. In order to be a certified time of transfer inspector, an individual shall have met the experience requirements, have successfully completed the inspection course and examination, and have been issued a current certificate by the department in accordance with this Rule.**
- 1. Experience requirements. In order to be certified by taking the inspection course and examination only, an individual must have at least two years' experience in the operation, installation, inspection, design or maintenance of private sewage disposal systems. Individuals lacking this experience must complete additional coursework before attending the inspection course with testing. The additional courses shall include, but not be limited to, "Onsite Basics 101" and "Alternative Systems" offered by the Onsite Wastewater Training Center of Iowa or courses determined by the department to be equivalent.**
  - 2. Examination application. A person wishing to take the examination necessary to become a certified inspector shall complete the Certified Time of Transfer Inspector Application, Form 542-0192. A listing of dates and locations of examinations is available from the department upon request. The application form requires the applicant to indicate pertinent educational background, training and past experience in providing private sewage disposal services. The completed application and the application fee shall be sent to Time of Transfer Inspector Certification, Iowa**



Department of Natural Resources, 502 E. 9<sup>th</sup> St., Des Moines, Iowa 50319-0034. An application for examination must be received by the department at least **30 days** prior to the date of the examination.

3. Application evaluation. The director may designate department personnel or an experience review committee to evaluate all applications for examination. A notification of the application review decision will be sent to the applicant prior to the examination date. The applicant shall have the right to dispute the application evaluation.
4. Certification. Applicants who successfully meet the department's requirements will receive a written certification from the department. The department shall maintain a current listing of certified time of transfer inspectors. The list shall be available on the department's Web site and shall be provided to county boards of health and other interested parties.
5. Fees. The following nonrefundable fees apply:
  - a. Examination fee. The fee for each examination shall be \$50.
  - b. Certification fee. The fee for inspector certification shall be \$75 for each one-half year of a two-year period from the date of issuance of the certification to June 30 of the next even-numbered year.
  - c. Certification renewal fee. The fee for certification renewal shall be \$300 for the two-year period.
  - d. Renewal period. All certificates shall expire on June 30 of even-numbered years and must be renewed every two years in order to maintain certification.
  - e. Renewal rights. Inspectors seeking renewal more than 45 days following expiration of the certificate shall lose the right for renewal under the normal renewal process and must retake the inspector class and test to become recertified.

C. Continuing education.

1. CEU requirements. Continuing education units (CEUs) must be earned during each two-year period from April 1 of the even-numbered year until March 30 of the next even-numbered year. A certified inspector must earn 1.2 CEUs or 12 contact hours during each two-year period. Newly certified time of transfer inspectors (previously uncertified) who become certified after April 1 of a two-year period will not be required to earn CEU's until the next two-year period.
2. CEU approval. All activities for which CEU credit will be granted must be approved by an accredited college or university, an issuing agency, or the department and shall be related to private sewage disposal systems.
3. CEU reporting. It is the personal responsibility of the certified inspector to maintain a written record of and to notify the department of the CEUs earned during the period. The CEUs earned during the period shall be shown on the application for renewal.

D. Certificate renewal.

1. Certification period. All certificates shall expire on June 30 of even-numbered years and must be renewed every two years in order to stay effective.
2. Application for renewal. Renewal applications shall be submitted 60 days before the expiration date of the current certificate. Late applications or incomplete applications may lead to revocation of the certificate. Renewal of certificates will only be granted

- to inspectors in good standing.
3. CEUs. Only those certified inspectors fulfilling the continuing education requirements before the end of each two-year period (**March 31**) will be allowed to renew their certificates. The certificates of inspectors not fulfilling the continuing education requirements shall expire on June 30 of the even-numbered year.
  4. **Renewal fee. A renewal fee in the amount of \$300 must accompany the renewal application in order for the inspector to renew the certificate. Failure to submit the renewal fee on time may lead to revocation of the certificate.**
- E. Obligations of certified inspectors.
1. Certified inspectors shall conduct time of transfer inspections according to this rule.
  2. Following an inspection, the inspection form and any attachments shall be provided to the **county environmental** health department for enforcement of any follow-up mandatory improvements to the system, to the department for record, and to the county recorder's office.
- F. Disciplinary actions.
1. Reasons for disciplinary action. The department may take disciplinary action against a certified time of transfer inspector on any of the grounds specified in Iowa Code section 455B.219 and the following more specific grounds.
    - a. Failure to use reasonable care or judgment or to apply knowledge or ability in performing the duties of a certified time of transfer inspector.
    - b. Failure to submit required records of inspection or other reports required under applicable permits or rules of the department, including failure to submit complete records or reports.
    - c. Knowingly making any false statement, representation, or certification on any application, record, report or document required to be maintained or submitted under any applicable permit or rule of the department.
    - d. Fraud in procuring a license.
    - e. Professional incompetence.
    - f. Knowingly making misleading, deceptive, untrue or fraudulent representations in the practice of the **certified inspector's** profession or engaging in unethical conduct or practice harmful or detrimental to the public. Proof of actual injury need not be established.
    - g. Habitual intoxication or addiction to the use of drugs.
    - h. Conviction of a felony related to the profession or occupation of the certified inspector. A copy of the record of conviction or plea of guilty shall be conclusive evidence.
    - i. Fraud in representations as to skill or ability.
    - j. Use of untruthful or improbable statements in advertisements.
    - k. Willful or repeated violations of the provisions of Iowa Code 455B, division III.
  2. Disciplinary sanctions. Disciplinary sanctions by the department may include the following:
    - a. Revocation of a certificate. Revocation may be permanent without chance of recertification or for a specified period of time.
    - b. Partial revocation or suspension. Revocation or suspension of the practice of

a particular aspect of the inspection of private sewage disposal systems **may be imposed.**

- c. Probation. Probation under specified conditions relevant to the specific grounds for disciplinary action may be imposed.
- d. Additional education, training, and examination requirements. Additional education, training, and reexamination may be required as a condition of reinstatement.
- e. Penalties. Civil penalties not to exceed \$1,000 may be assessed for causes identified in Iowa Administrative Code (IAC) 69.2(6) “a” through the issuance of an Administrative Order.

**G. Procedure.**

- 1. Initiation of disciplinary action. The department staff shall initiate a disciplinary action by conducting such lawful investigation as is necessary to establish a legal and factual basis for action. Written notice shall be given to a certified inspector against whom disciplinary action is being considered. The notice shall provide the certified inspector with 20 days to present any relevant facts and to indicate the certified inspector’s position in the matter.
- 2. A certified inspector’s failure to communicate facts and positions relevant to the disciplinary investigation by the required date may be considered when determining appropriate disciplinary action.
- 3. If an agreement as to appropriate disciplinary action, if any, can be reached between the department and the certified inspector, a written stipulation and settlement shall be entered into. The stipulation and settlement shall recite the basic facts and violations alleged, any facts established by the operator, and the reasons for the particular sanction imposed.
- 4. If an agreement as to appropriate disciplinary action can not be reached, the department may initiate formal contested case procedures through the issuance of a letter imposing such disciplinary sanctions as the department has deemed appropriate. Service shall be provided by certified mail.
- 5. A certified inspector may appeal any disciplinary sanction imposed by the department by filing a notice of appeal with the director within 30 days of receipt of notice. If an appeal is filed by the certified inspector, contested case proceedings shall be initiated by the department in accordance with 567—Chapter 7 and Chapter 17A of the Code of Iowa.
- 6. Reinstatement of revoked certificates. Upon revocation of a certificate, application for certification may be allowed after two years from the date of revocation unless otherwise specified in accordance **IAC 69.2(6) “b”**. Any such applicant must meet all education and experience eligibility requirements pursuant to **IAC 69.2(2)**., and successfully complete an examination and be certified in the same manner as a new applicant.

- H. Procedures for noncompliance with child support order procedures.** Upon receipt of a certification of noncompliance with a child support obligation as provided in Iowa Code section 252J.7, the department will initiate procedures to deny an application for certification or renewal, or to suspend a certification in accordance with Iowa Code section 252J.8(4). The department shall issue to the person by restricted certified mail a notice of its intent to deny or suspend time of transfer inspector certification based on

receipt of a certificate of noncompliance. The suspension or denial shall be effective 30 days after receipt of the notice unless the person provides the department with a withdrawal of the certificate of noncompliance from the child support recovery unit as provided in Iowa Code section 252J.8(4)“c.” Pursuant to Iowa Code section 252J.8(4), the person does not have a right to a hearing before the department to contest the denial or suspension action under this subrule but may seek a hearing in district court in accordance with Iowa Code section 252J.9.

- I. Inspection procedures. Inspections shall be conducted as follows:
  1. Inspection form. The inspection shall be conducted using Iowa Department of Natural Resources Form 542-0191, Time of Transfer Inspection Report.
  2. Record search. Prior to an inspection, the certified inspector shall contact the administrative authority to obtain any permits, as-built drawings or other information that may be available concerning the system being inspected. Information may also be obtained from service providers or the homeowner. If an as-built drawing is available, the system inspection shall verify that drawing. If no as-built drawing is available, the inspector shall develop an as-built drawing as part of the inspection.
  3. Septic tank. At the time of inspection, any septic tank(s) existing as part of the sewage disposal system shall be opened and have the contents pumped out and disposed of according to Iowa Code 567—Chapter 68. In the alternative, the owner may provide evidence of the septic tank being properly pumped out within three years prior to the inspection by a commercial septic tank cleaner licensed by the department which shall include documentation of the size and condition of the tank and its components at the time of such occurrence. If the septic tank(s) is opened, the condition of the tank and its components shall be documented and included in the final report.
  4. Pumps and pump chambers. Pump chambers or vaults shall be opened for inspection, and the pump shall be tested to ensure proper operation.
  5. Secondary treatment. Proof that a secondary treatment system is in place must be provided. This proof may include, but is not limited to:
    - a. Opening a distribution box or uncovering a header pipe for a soil absorption system. Existing distribution boxes shall be opened for inspection.
    - b. Verification of the existence of a sand filter by locating the vents and discharge pipe.
    - c. Locating and opening the lid(s) of an advanced treatment unit.
    - d. Absorption fields shall be probed to determine their condition. The condition of the fields shall be noted on the inspection report. The condition of the absorption field may also be determined with a hydraulic loading test.
  6. Discharging systems. An effluent test shall be performed on any legally discharging private sewage disposal system. The effluent shall be tested to determine if it meets the requirements of the NPDES General Permit No.4, for **CBOD5 and TSS**. The test results shall be included in the inspection report.
    - a. The certified inspector shall **report the location of the discharge point of a legally discharging private sewage disposal system and discharge point’s proximity to a perennial stream or drainage tile.**
  7. Packaged treatment units. An advanced treatment unit, such as an aerobic treatment

unit, textile filter, peat filter or fixed activated sludge treatment system, shall be inspected according to the manufacturer's recommendations.

8. Other systems and system components. Private sewage disposal systems not mentioned above shall be inspected for code compliance, and an effluent sample shall be taken if applicable. Any components of the private sewage disposal system not mentioned above shall be inspected for proper function. Examples of other components include, but are not limited to, effluent screens, tertiary treatment systems, disinfection devices, alarms, control boxes and timers.
9. Inspection reports. Following an inspection, the inspection form and a narrative report describing the condition of the private sewage disposal system at the time of the inspection shall be provided to the county **environmental health department**, to the department for record, and **to the person who ordered the inspection. The certified inspector shall provide the completed inspection report to the county environmental health office within ten business days of the inspection date.**

SEC. 23-11 MINIMUM DISTANCES

Minimum distances. All private sewage disposal systems shall be located in accordance with the minimum distances shown in Table I.

**Table I**

Minimum Distance in Feet From	Closed Portion of Treatment System <sup>(1)</sup>	Open Portion of Treatment System <sup>(2)</sup>
Private water supply well	50	100
Deep Public water supply well (3)	100	200
Shallow public water supply well (4)	200	400
Groundwater heat pump borehole	50	100
Lake or reservoir	50	100
Stream or pond	25	25
Edge of drainage ditch	10	10
Dwelling or other structure	10	10
Property lines (unless a mutual easement is signed and recorded)	10	10
Other type of subsurface treatment system	5	10
Water lines continually under pressure	10	10
Suction water lines	50	100
Foundation drains or subsurface tiles	10	10
Lined sand filter	50	50

<sup>(1)</sup>Includes septic tanks, aerobic treatment units, fully contained media filters and impervious vault

toilets.

<sup>(2)</sup>Includes subsurface absorption systems, mound systems, intermittent sand filters, constructed

wetlands, open bottom media filters and waste stabilization ponds.

(3) “Shallow well” means a well located and constructed in such a manner that there is not a low-permeability soil or rock (or equivalent retarding mechanism acceptable to the Department) at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn.

(4) “Deep well” means a well located and constructed in such a manner that there is a continuous layer of low-permeability soil or rock at least 5 feet thick located at least 25 feet below the ground surface and above the aquifer from which water is to be drawn.

#### SEC. 23-13 REQUIREMENTS WHEN EFFLUENT IS DISCHARGED ABOVE THE GROUND SURFACE

- A. All private sewage disposal systems that discharge above the ground surface shall be annually inspected to ensure proper operation.
- B. Private sewage disposal systems that require a maintenance contract shall be inspected by a manufacturer’s certified technician or person demonstrating knowledge of the system in accordance with the manufacturer’s standards.
- C. Private sewage disposal systems that do not require a maintenance contract shall be visually inspected by a person with knowledge of the system for any malfunction and shall have the sewage disposal system inspected and septic tank pumped if needed. A record of the inspection and any tank pumping shall be maintained and be made available to the administrative authority upon request.
- D. **No private sewage disposal system shall discharge to a state-owned natural or artificial lake, an outstanding Iowa water or an outstanding national water as defined in 567-subrule 61.2(2) unless authorized by and individual NPDES permit.**

#### SEC. 23-17 PRIMARY TREATMENT – SEPTIC TANK

- A. General requirements
  - 1. Septic tank required. Every private sewage disposal system shall have as a primary treatment unit a septic tank as described in this Rule. All wastewater from the facility serviced shall discharge into the septic tank (except as noted in paragraph “4” below).
  - 2. Easements. No septic tank shall be located upon property under ownership different from the ownership of that property or lot upon which the wastewater originates unless easements to that effect are legally recorded and approved by the proper administrative authority.
  - 3. Effluent discharge requirements. All septic tank effluent shall discharge into a secondary treatment system in compliance with this Chapter or into another system approved by the administrative authority according to 23-42.
  - 4. Prohibited wastes. Septic tanks shall not be used for the disposal of chemical wastes or grease in quantities which might be detrimental to the bacterial action in the tank or for the disposal of drainage from roof drains, **footing drains**, foundation drains,

area drains **and ground water.**

SEC. 23-18 SECONDARY TREATMENT – SUBSURFACE SOIL ABSORPTION SYSTEMS

5. Prohibited drainage. Roof, **footing**, foundation and storm drains shall not discharge into or upon subsurface absorption systems. Nothing shall enter the subsurface absorption system which does not first pass through the septic tank.

SEC. 23-35 EFFLUENT SAMPLING

**The discharge point of the aerobic treatment unit system shall be accessible for effluent sampling, or sampling port shall be installed in the discharge line. All aerobic treatment unit systems that have an open discharge shall be sampled in accordance with the requirements of NPDES General Permit No. 4 if applicable.**

CHAPTER 24

NON-PUBLIC WATER WELL PERMIT

SEC. 24-5. FEES

A. The fee for a permit to construct, reconstruct, or plug a non-public water well shall be payable at the time of application.

The fees are:

1. ~~\$260.00~~**\$270.00** for a Permit to construct a water well.
2. ~~\$90.00~~**\$100.00** for a permit to reconstruct, rehabilitate, or installation of a liner.



CHAPTER 28  
EMERGENCY MEDICAL SERVICES

SECTIONS:

- 28-1. SCOPE AND PURPOSE
- 28-2. DEFINITIONS
- 28-3. LICENSES REQUIRED AND EXCEPTIONS
- 28-4. EMERGENCY MEDICAL SERVICE: APPLICATION, LICENSING, AND INSURANCE
- 28-5. CONFORMANCE TO EMERGENCY MEDICAL SERVICE PLAN
- 28-6. DISPATCH AND EXCLUSIVE SERVICE AREAS
- 28-7. STANDARDS FOR VEHICLE DESIGN
- 28-8. STANDARDS FOR PATIENT CARE EQUIPMENT AND SUPPLIES
- 28-9. MUTUAL AID
- 28-10. OBEDIENCE TO TRAFFIC LAWS, ORDINANCES AND REGULATIONS
- 28-11. NOTICE
- 28-12. SUSPENSION, REVOCATION OF LICENSE
- 28-13. HEARINGS
- 28-14. JURISDICTION
- 28-15. ENFORCEMENT
- 28-16. MUNICIPAL INFRACTION
- 28-17. SEPARABILITY
- 28-18. APPLICABILITY

APPENDIX A: APPLICATION FOR LICENSING OF AMBULANCE SERVICE

APPENDIX B: EXCLUSIVE SERVICE AREA DESIGNATIONS

SEC. 28-1. SCOPE AND PURPOSE

A Chapter governing the operation of and promoting emergency medical services; providing standards for issuance, renewal and revocation of licenses; and establishing penalties for violation of its provisions.

SEC. 28-2. DEFINITIONS

Unless otherwise specified, the following terms shall mean:

- A. "Ambulance": Any privately or publicly owned motor vehicle or aircraft that is designed, constructed, equipped, maintained, operated, or intended to be used for the transportation of patients.
- B. "Driver": An individual qualified under the laws of the State of Iowa to operate a motor vehicle who is not expressly trained as an EMT.
- C. "Emergency Medical Service": Any privately or publicly owned business or service that provides out-of-hospital acute medical care, transport to medical care, and other medical transport to patients with illnesses, injuries, disabilities, infirmities, or other medical conditions.

- D. "EMT": An individual who has been trained to provide emergency and nonemergency medical care and who has been issued a certificate by the Iowa Department of Public Health pursuant to the requirements in Iowa Administrative Code 641.131.
- E. "Event": A prehospital occurrence requiring EMS assistance.
- F. "Exclusive Service Area": A geographic area assigned to an Emergency Medical Service provider in which the assigned provider performs all calls for service.
- G. "Health Officer": The Scott County Health Director, or a person designated by the Scott County Health Director.
- H. "Owner ": The person responsible for the management and operation of an emergency medical service, whether or not such person is the owner of record.
- I. "Patient": A person requiring emergent medical evaluation, treatment or transport for a medical condition.
- J. "Person": Any individual, firm, partnership, association, corporation, company, group of individuals acting together for a common purpose or organization of any kind, including any governmental entity other than the United States.
- K. "SECC": The Scott Emergency Communication Center, its assigns, or its authorized dispatch agencies.

#### SEC. 28-3. LICENSES REQUIRED AND EXCEPTIONS

A. Licenses Required: No person either as owner, agent or otherwise shall furnish, operate, conduct, maintain, advertise, otherwise be engaged in or profess to be engaged in the business or service of the transportation of patients upon the highways, streets, alleys, public ways or places within Scott County, unless such person holds a currently valid Emergency Medical Service license issued pursuant to this Chapter.

B. Expiration: Licenses shall be valid for a period of one year from date of issuance, unless earlier suspended, revoked or terminated.

C. Exceptions: No licenses shall be required by this Chapter when ambulances are:

1. Owned and operated by an agency of the United States Government; or an agency of a state; or
2. Rendering requested assistance to licensed services in the case of a major catastrophe or emergency with which the licensed services of the county are insufficient or unable to cope; or
3. Licensed by another county or another city or ambulance district lying outside of Scott County and operated in accordance with the provisions of a Community Mutual Aid Agreement as authorized under Section 12 of this Chapter.
4. Operated from a location or headquarters outside the county and transporting patients who are picked up outside the limits of the county to locations within the county, or through the county to other locations. Ambulances picking up patients within the limits of the county are not exempt from this Chapter, regardless of the destination of the patient, or the location of the headquarters of the ambulance service unless qualified for exemption under this subsection.

SEC. 28-4. EMERGENCY MEDICAL SERVICE LICENSING: APPLICATION, ISSUANCE, RENEWAL, FINANCIAL, AND INSURANCE

A: Application: Application for an emergency medical service license authorizing the licensee to provide emergency medical services within Scott County shall be made on such forms as may be described, prepared, or prescribed by the Health Officer.

1. Each prospective licensee and each present licensee wishing to provide a new type of emergency medical service, to establish a new base of operation, or to expand a designated service area, shall make a written application for a license to the Health Officer. Applicants shall complete the required forms, and submit same to the Health Officer not less than sixty (60) days prior to the requested effective date of the license.
2. Proof of Insurance coverage as specified under 28.5(D) below shall be submitted with the application forms.
3. Evidence of financial responsibility as required by 28.5(D) below shall be submitted with the application forms.
4. The application shall address the following subjects:
  - a. Response Time.
  - b. Ambulance Design.
  - c. Equipment Provided on Ambulances.
  - d. Duplication of Service, if any.
  - e. Estimated increased benefit to the public health and safety.
  - f. Communications capability.
  - g. Capability to provide rescue service
  - h. Such other relevant information as the Health Officer shall deem necessary to determine compliance with this Chapter.

B: Licenses:

1. Shall not be transferable.
2. Shall be issued only when it is determined that:
  - a. Public health and safety requires addition of the proposed emergency medical service.
  - b. Currently licensed services' emergency response capability will remain viable with the addition of the emergency medical service.
  - c. Each emergency medical service, its vehicles, equipment and premises designated in the application have been certified as provided for herein.
  - d. The applicant is a responsible and proper person to conduct or work in such a service.
  - e. Only duly certified and licensed employees are utilized.
  - f. All requirements of this Chapter, and all other applicable laws and ordinances, have been met.

C. License Renewal: The procedure and criteria for the renewal application of a license shall be the same as the initial application for a license as stated in 28.5(A), except that requirement (3) applies only to evidence of financial responsibility due or not timely submitted according to the schedule in Section 28.5(D)(4) at the time of application.

D. Insurance and Financial Requirements:

Each emergency medical service shall:

1. Carry adequate comprehensive liability insurance covering Scott County, Iowa, as named insured. It shall also carry workers' compensation insurance as required by the laws of the State of Iowa.
2. Submit Certification of Insurance issued by the carrier to the Health Officer.
3. Confirm that every insurance policy required hereunder extends for the period to be covered by the license. The insurer shall be obligated to give not less than thirty (30) days written notice to the Health Officer and to the insured before any cancellation or termination thereof earlier than its expiration date. The cancellation or other termination of any such policy shall automatically revoke and terminate the license, unless another insurance policy complying with the provisions of this section shall be provided and be in effect at the time of such cancellation or termination.
4. Furnish to the Health Officer financial statements at the level of assurance indicated by licensure documents: compilation, review, or audit. Requirements for financial statements shall be based on, but not be limited to, the following criteria:
  - Financial model (non-profit or for-profit)
  - Staffing model (volunteer or paid staff)
  - Projected number of calls per year
  - Total yearly budget

Quarterly financial statements shall be submitted within sixty (60) days from the end of the previous quarter. An annual financial statement of the previous year's operation shall be submitted within one hundred twenty (120) days from the end of the previous year.

Financial statements shall be reviewed to determine whether financial conditions exist which would affect a licensed provider's ability to continue to effectively provide emergency medical services. If additional information is necessary to make a determination, providers shall submit the required information within thirty (30) days.

F. Hold Harmless:

The emergency medical service licensee shall hold harmless from and indemnify Scott County, Iowa and/or members of the Scott County Board of Supervisors, the Scott County Board of Health, and their employees against all claims, suits, actions, costs, defense fees, expenses, damages, judgments or decrees, incurred by reason of any

person or persons or property being damaged or injured by the licensee or any agent or employee of a licensee, whether by negligence or otherwise.

SEC. 28-5 CONFORMANCE TO EMERGENCY MEDICAL SERVICE PLAN:

- A. Communication: Every emergency medical service shall have direct communication with SECC by means of equipment in all emergency services vehicles, and mobile equipment for all on-duty or on-call staff for timely response to calls for service. This requirement shall become effective on July 1, 2014.
- B. System Standards: (Reserved)
- C. Education: (Reserved)
- D. Data collection and use: (Reserved)
- E. Quality Improvement: (Reserved)

SEC. 28-6. DISPATCH AND EXCLUSIVE SERVICE AREAS

SECC shall be responsible for dispatch of ambulances and crews for emergency events, according to the system that is in force at the time of request for services. Such system may employ, but not be limited to, Medical Priority Dispatch System™ methodology, global positioning system information, computer aided dispatch methodology, fractile response time analysis, and demand/geographic analysis.

The ability to provide non-emergency and inter-facility transport services within an Exclusive Service Area significantly offsets the costs associated with providing emergency medical service to the citizens of Scott County and is an important component of the financial solvency, clinical and operational performance, and stability of the emergency medical system.

All emergency, non-emergency, and inter-facility transfers shall be provided by the emergency medical service assigned to the area in which the transfer originates.

The geographical areas within Scott County described in **Appendix B** shall comprise Exclusive Service Areas assigned to individual emergency medical services serving Scott County.

In assignment of Exclusive Service areas, the following factors shall be considered:

- A. size of population to be served,
- B. effect of a proposed service's assignment on currently licensed emergency medical service providers,
- C. geographic locations of the proposed service,
- D. proposed service's record of response time,
- E. proposed service's record of activation time,
- F. proposed service's level of licensure or certification, and
- G. other factors relevant to providing efficient and effective emergency medical services to the population as determined by the Health Officer.

Notwithstanding the defined Exclusive Service Areas, dispatch by the Scott Emergency Communications Center according to the system in force at the time of request for services shall constitute for any call shall constitute compliance with this section.

Any dispatch method employed by SECC or its assigns shall use patient benefit as the primary factor in determining response criteria.

#### SEC. 28-7. STANDARDS FOR EMERGENCY MEDICAL VEHICLE DESIGN

Each emergency medical vehicle shall, at all times when in use as such, comply with standards contained in Federal Specification - Ambulance KKK-A-1822F published August 1, 2007, and any subsequent revisions thereto.

#### SEC 28-8. STANDARDS FOR PATIENT CARE EQUIPMENT AND SUPPLIES

Each emergency medical service vehicle shall, at all times when in use as such comply with patient care equipment and supplies standards as contained in Essential Equipment For Ambulances by the Committee On Trauma, American College of Surgeons published April 2009, and any subsequent revisions thereto.

#### SEC. 28-9. MUTUAL AID

Each emergency medical service licensed under this Chapter shall provide standby and/or back-up service, upon request, to other emergency medical services licensed under this Chapter.

The Scott County Board of Health is hereby empowered to execute and enter into a Community Mutual Aid Agreement with another county or another city or emergency medical district lying outside of Scott County that is operated in accordance with the provisions of this Chapter.

Pursuant to the provisions of this Agreement, any emergency medical service may pick up, transport, and/or deliver patients, from or to any point within any county, municipality, or emergency medical district which is party to this Agreement.

All such emergency medical services shall meet or exceed the operation, equipment and training requirements as set forth in this Chapter.

#### SEC 28-10. OBEDIENCE TO TRAFFIC LAWS, ORDINANCES AND REGULATIONS

The driver of an ambulance, when responding to an emergency event or while transporting a patient shall comply with all applicable Federal, State, County or City laws, rules, regulations and ordinances governing the operation of emergency vehicles.

#### SEC. 28-11. NOTICE

A. Whenever the Health Officer determines that there are reasonable grounds to believe that there has been a violation of any provision of this Chapter or any Chapter adopted pursuant thereto, he/she shall give notice of such alleged violation to the person or persons responsible therefore, as hereinafter provided. Such notice shall:

1. Be in writing.
  2. Include a statement of the reasons why it is being issued.
  3. Allow a reasonable time for the performance of any act it requires.
- B. Such notice may contain an outline of remedial action which, if taken will effect compliance with the provisions of this regulation and with regulations adopted pursuant thereto.

#### SEC. 28-12. SUSPENSION, REVOCATION OF LICENSE

A. The Health Officer may, and is hereby authorized to, suspend or revoke a license issued hereunder for failure of a licensee to comply, to maintain compliance with, or for violation of, any applicable provisions, standards or requirements of this Chapter or of any other applicable laws, rules, ordinances or regulations promulgated thereunder, but only after written notice of alleged non-compliance or violation, and such reasonable time for compliance as may be set by the Health Officer.

B. Upon suspension, revocation or termination of an emergency medical service license hereunder, such emergency medical service shall cease operations as such and no person shall permit such emergency medical service to continue operations as such.

#### SEC. 28-13. HEARINGS

In the event any person is aggrieved by any order made by the Health Officer, he/she may within twenty (20) days of the date of such order, appeal to the Board of Health and in writing, state his/her reasons for requesting such order to be rescinded or modified. The Board of Health shall review the actions of the Health Officer, and if reasonable grounds exist, shall modify, withdraw or order compliance with said order. Appeal from any order of the Board of Health may be taken within twenty (20) days to the District Court of Scott County, Iowa.

#### SEC. 28-14. JURISDICTION

The provisions of this Chapter shall apply throughout Scott County, Iowa, including cities and towns therein.

#### SEC. 28-15. ENFORCEMENT

It shall be the duty of the Health Officer to enforce the provisions of this Chapter.

#### SEC. 28-16. MUNICIPAL INFRACTION

Any person, persons, firm, partnerships or corporations, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Chapter 29 of the County Code of Scott County, Iowa.

#### SEC. 28-17. SEPARABILITY OF PROVISIONS

If any section, paragraph, clause or provision of this regulation shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**SEC. 28-18 APPLICABILITY**

In the event of a difference between the provisions of this Chapter and those contained in applicable state rules and regulations, the most stringent standards will prevail.



**ORDINANCE NO.\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 17 ENTITLED ALARM SYSTEMS OF THE SCOTT COUNTY IOWA CODE, BY AMENDING NUMEROUS SECTIONS THERETO**

**BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY IOWA:**

Section 1. That Chapter 17 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

**CHAPTER 17  
ALARM SYSTEMS**

**SECTIONS:**

- 17-1. DEFINITIONS
- 17-2. AUDIBLE ALARMS
- 17-3. AUTOMATIC DIALING DEVICES
- 17-4. POLICE ALARMS
- 17-5. RESPONSIBILITY FOR ALARM
- 17-6. MODIFICATION OF EXISTING ALARMS
- 17-7. PENALTY

**SEC. 17-1. DEFINITIONS**

- A. "Alarm Business" means the business by any individual, partnership, or corporation consisting of selling, leasing, maintaining, or inspecting, servicing, repairing, moving or installing any alarm system in or on any building, structure, or facility.
- B. "Alarm System" means any mechanical or electrical device which is designed or used for the detection of any authorized entry of a building, structure, or facility or for alerting others of the commission of an unlawful act within a building, structure, or facility, or both; and which emits a sound or transmits a signal or message when actuated and to which police are expected to respond. For purposes of this ordinance, alarm systems shall include the term audible alarm, automatic dialing device, burglar alarm system, holdup alarm system, and fire alarm system.
- C. "Answering Service" means a telephone answering business providing among its services, receiving on a continuous basis through trained employees, emergency signals from alarm systems and thereafter immediately relaying the message by live voice over a single channel circuit to the Scott Emergency Communications Center.
- D. "Automatic Dialing Device" means an alarm system which automatically sends over regular telephone lines by direct connection or otherwise a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designed to detect.

- E. "Primary Trunkline" means a telephone line leading into the Scott Emergency Communications Center that is for the purpose of emergency calls on a person to person basis, as identified by a specific listing among the emergency numbers in a telephone director.

#### SEC. 17-2. AUDIBLE ALARMS

All alarm systems that emit an audible signal that is intended to be heard by persons outside the protected building, structure, or facility shall conform to the following:

- A. Every person maintaining an audible alarm shall provide to the alarm company the name and telephone number of such person or persons who shall be notified to render repairs or service and secure the premises during any hour of the day or night when the alarm system is activated.
- B. No alarm business or person shall install an audible alarm system which creates a sound similar to that of an emergency vehicle or civil defense warning siren.
- C. No alarm business or person shall install an audible alarm which does not automatically discontinue emitting an audible sound within fifteen (15) minutes after it has been activated.

#### SEC. 17-3. AUTOMATIC DIALING DEVICES

No alarm system using an automatic dialing device shall send a prerecorded voice message or coded signal over a primary trunkline or direct line into the Scott Emergency Communications Center. Nothing contained herein shall be construed to prohibit an automatic dialing device manually initiated by a person on the school (K-12, college or university) premises in response to a bona fide medical, law enforcement or fire emergency.

#### SEC. 17-4. POLICE ALARMS

No alarm system designed to transmit a message on the Sheriff's Office radio talk group shall be allowed, except as may be authorized by the Sheriff of Scott County, Iowa.

#### SEC. 17-5. RESPONSIBILITY FOR ALARM

Every person who controls or owns an alarm system, of whatever nature shall, upon notification that the alarm system is giving a signal, proceed immediately to the premises and render all necessary assistance to disengage the alarm system.

#### SEC. 17-6. MODIFICATION OF EXISTING ALARMS

With respect to systems in existence on the effective date of this chapter, the owner thereof shall have ninety (90) days to effect necessary modifications to comply with this chapter.

#### SEC. 17-7. PENALTY

Any person, firm, or corporation violating any provision of this ordinance shall be subject to the penalty of a fine not to exceed one hundred dollars (\$100.00), or incarceration for not more than thirty (30) days.

**SEVERABILITY CLAUSE.** If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable 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.

**REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**EFFECTIVE DATE.** This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration \_\_\_\_\_,  
Second Consideration \_\_\_\_\_,  
Third Consideration \_\_\_\_\_,

\_\_\_\_\_  
Larry E. Minard  
Chairman, Board of Supervisors

Published on \_\_\_\_\_.

**OFFICE OF THE COUNTY ADMINISTRATOR**

600 West Fourth Street  
Davenport, Iowa 52801-1187

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Item 13  
07-02-13

July 2, 2013

TO: Dee F. Bruemmer, County Administrator

FROM: Chris Berge, Administrative Assistant

SUBJECT: Approval of 2013 Slough Bill Exemptions for Properties Located in Davenport and Bettendorf

Attached is a proposed resolution recommended to be approved by the Board of Supervisors at their next meeting regarding 2013 Slough Bill Exemption requests for properties located in the cities of Davenport and Bettendorf. The Buffalo City Council denied the application request from the Buffalo Outing Club.

The governing body of the city must grant approval before an exemption may be granted to real property located within the corporate limits of that city. The City of Davenport and the City of Bettendorf have approved these exemption requests.

Attachment

cc: Becky Eiting, Davenport City Assessor  
Dale Denklau, Scott County Assessor

City of Davenport

2013-137  
Action / Date  
FC 04/17/13  
APR 24 2013

Committee: Finance  
Department: Finance  
Contact Info: Brandon Wright 326-7750  
Ward: All

Subject:  
RESOLUTION approving seven Open Prairie Tax exemptions.

Recommendation: Adopt the resolution.

Relationship to Goals: Financially Responsible City Government

**Background:**

Genesis Systems Group LTD, Robert & Elaine Kuehl, Shirley Perry, John Carillo, Lillian Voss, and David R. Blerl have applied for an exemption from local property taxes for certain properties which is applied for annually (see attached). As provided by Iowa law (Slough Bill), land committed to certain open space uses may be exempted from local real estate taxes with approval of the Board of Supervisors. In Scott County, the practice is to refer such requests to the City Council when the property is within the corporate limits of a municipality.

Attached please find the description of each property and its reported value.

Resolution No. 2013-137

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.

~~RESOLUTION approving seven Open Prairie Tax exemptions~~

WHEREAS, the Scott County Board of supervisors has implemented the "Slough Bill" which provides for the exemption from local real estate taxes of real estate committed to certain uses, including wetlands, forest cover, and open prairies, and

WHEREAS, the County has received applications for exemption for the following properties, with the owner and use also noted:

the seven acres of property legally described as the NW-1/4 Sec 35, Sheridan Twp T79N R3E Scott County, owned by Genesis Systems Group LTD, open prairie;

the three acres of property legally described as the NE-1/4 N-1/2 SE-1/4 Sec 33 Lincoln Twp, T78N Pleasant Valley Twp, Scott County, owned by Robert A. and Elaine M. Kuehl, open prairie;

the five acres of property legally described as the SW-1/4 N-1/2 SE-1/4 SEC 33 Lincoln Twp T79N R4E Scott County, owned by Shirley Perry, open prairie; and

the six and six tenths acres of property legally described as T78N R2E SEC 31 Davenport Twp, Scott County owned by John Carrillo, open prairie;

the eighteen and twenty-seven one hundredths acres of property legally described as Section 8, Davenport Twp, T77N R3E, Scott County owned by Lillian Voss, forest cover;

the two and three tenths acres of property legally described as Westfield Addition Outlot A, Parcel ID S3021-OLA, owned by David P. Bierl, open prairie;


the five and sixty-five one hundredths acres of property legally described as Westfield Addition Outlot A, Parcel ID S3021-OLA, owned by David P. Bierl, forest cover.

WHEREAS, the land lies within the corporate boundaries of the City of Davenport;

WHEREAS, the matter came before the Davenport City Council for its review;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City of Davenport, Iowa that the City supports the exemption of the above-described land from local real estate taxes.

Approved:

  
William E. Gluba, Mayor

Attest:

  
Jackie E. Holecek, City Clerk





1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

Chris Berge  
Office of the County Administrator  
600 West Fourth Street  
Davenport, Iowa 52801

June 20, 2013

Re: Miller request for tax exemption

Dear Mr. Berge,

The City of Bettendorf has approved Mr. Miller's request for tax exemption. Enclosed please find a copy of the signed resolution. Thanks.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristine Stone", written over a horizontal line.

Kristine Stone  
City Attorney

Enc.

cc: Dale Denklau, County Assessor  
Property Owner

RESOLUTION APPROVING REQUEST FOR  
TAX EXEMPTION


WHEREAS, Chad Miller has requested to have a portion of his property designated as tax exempt, and

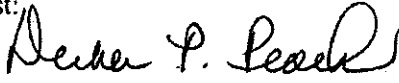
WHEREAS, pursuant to policy adopted by the council, the Council has held a public hearing on the request, and considered the comments of adjoining properties, if any,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bettendorf, Iowa:

That the request is hereby approved.

Dated this 18<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
Mayor Robert Gallagher

Attest:  
  
\_\_\_\_\_  
City Clerk Decker Ploehn



<small>THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD OF SUPERVISORS ON</small>  DATE _____  SCOTT COUNTY AUDITOR _____
--

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

July 2, 2013

APPROVING THE 2013 SLOUGH BILL EXEMPTION REQUESTS FOR PROPERTIES LOCATED IN THE CITIES OF DAVENPORT AND BETTENDORF.

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

Section 1: The 2013 Slough Bill exemptions as presented to the Board of Supervisors by the Scott County Assessor's office, and the Davenport City Assessor's office and as subsequently approved by the Davenport City and Bettendorf City councils are

hereby approved as follows:

District	Parcel Number	Name	Type	Exempt Acres	Exempt Value
City/Davenport	X3501-01	Genesis Systems	Open Prairie	7.00	125,450
City/Davenport	Y0423-14	Robert & Elaine Kuehl	Open Prairie	3.00	6,600
City/Davenport	Y3337-04A	Shirley Perry	Open Prairie	5.00	9,845
City/Davenport	S3123-03A	John Carillo	Open Prairie	6.60	4,686
City/Davenport	31703-14,	Lillian Voss	Forest Cover	18.27	7,072
City/Davenport	S3021-0LA	David R. Bierl	Open Prairie	2.30	
City/Davenport	S3021-0LA	David R. Bierl	Forest Cover	5.65	3,980
City/Bettendorf	8414172032	Chad Miller	Forest Cover	4.90	27,900
<b>Totals</b>				<b>52.72</b>	<b>185,533</b>

Section 2: The City and County Assessor shall process these exemptions as required by law.

Section 3: 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



June 25, 2013

To: Dee F. Bruemmer, County Administrator  
From: Matt Hirst, Information Technology Director  
Subject: Approval of Purchase of Citrix Software Maintenance Subscription

Citrix software license maintenance and support is due for renewal. Citrix is the application deployment frame work implemented by Information Technology to centralize computing at Scott County.

The bid summary from Citrix is as follows:

<u>Product</u>	<u>Total</u>
<b>Subscription Advantage</b> - 340 Citrix XenDesktop Users - 340 Citrix Access Gateway Users - 340 Citrix Repeater Plug-in/Branch Repeater Users	25,500
<b>Appliance Maintenance</b> - 2 Netscaler 5500 Standard Edition Appliances - 2 Citrix Access Gateway Platform Licenses	4,320
<b>24 x 7 Support</b>	Incl.
<b>Total</b>	<b>\$ 29,820</b>

It is recommended that the Board approve the bid from Citrix in the amount of \$29,820.

The Citrix proposal provides Information Technology the ability to obtain the latest updates and patches to the software as well software support 24x7. The result is a more functional and dependable computing environment.

Budget dollars are available in the Information Technology Department operational budget to fund the cost of this contract.

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

July 2, 2013

APPROVING PURCHASE OF CITRIX SOFTWARE MAINTENANCE AND SUPPORT

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

Section 1. The purchase of Citrix software maintenance and support for 340 XenDesktop/ 4 XenServer application delivery platform in the amount of \$29,820 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

July 2, 2013

RECOGNITION OF DENNIS HITTLE'S YEARS OF SERVICE ON  
THE SCOTT COUNTY ZONING BOARD OF ADJUSTMENT

**WHEREAS**, Dennis Hittle served on the Scott County Zoning Board of Adjustment for eight years, and;

**WHEREAS**, during his tenure on the Board, he has contributed to the community through his dedication and objectivity, and in honor of his service;

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

Section 1. That the Board of Supervisors does hereby recognize the efforts of Dennis Hittle and conveys its appreciation for his willingness to volunteer eight years of service and hard work on the Scott County Zoning Board of Adjustment.

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

July 2, 2013

APPROVAL OF APPOINTMENT OF LISA CHARNITZ TO  
THE COMPENSATION BOARD

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

Section 1. That the appointment of Lisa Charnitz, Davenport, Iowa to the  
Compensation Board for a four (4) year term expiring on June 30,  
2017 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

July 2, 2013

APPROVAL OF APPOINTMENT OF MIKE DUFFY TO  
THE COMPENSATION BOARD

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

Section 1. That the appointment of Mike Duffy, Davenport, Iowa to the  
Compensation Board for a four (4) year term expiring on June 30,  
2017 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

July 2, 2013

APPROVAL OF APPOINTMENT OF JOHN MAXWELL TO  
BENEFITED FIRE DISTRICT #5

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

Section 1. That the appointment of John Maxwell, Donahue, Iowa to  
Benefited Fire District #5 for a three (3) year term  
expiring on July 19, 2016 is hereby approved.

Section 2. This resolution shall take effect immediately.

**OFFICE OF THE COUNTY ADMINISTRATOR**

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TO: Board of Supervisors  
FROM: Dee F. Bruemmer, County Administrator  
RE: Discussion of Vision statement

In May the Board reviewed a draft Vision statement for the County. During the discussion there was agreement on two phrases: Leader in Government and PRIDE in Service. The third phrase, Communities of Choice was questioned. The suggestions were to substitute the word County or Location or Destination with the phrase of choice, all good choices. You decided to think about the phrase and have me bring it back for further discussion.

To help with that discussion I included the different phrases on the Department Head agenda for feedback. The group had several insightful comments and a recommendation that I want to share. The Department Heads felt the word County of Choice was redundant. They liked communities but thought that it may be interpreted as cities because of it being a plural noun. However, they did like Community. They thought community gave the reader the idea of a great place to raise a family. Community means neighborhood, type of living style, city, county or the QC region so it was flexible to allow the reader to embrace it. They felt it was inclusive and a value which we all hold as important in the County. So with those comments we leave the selection up to you.



## **Scott County Vision Statement**

Scott County Iowa:

Leader in Government      PRIDE in Service      Communities of Choice  
Location of Choice OR Destination of Choice      OR      County of Choice OR

## **SCOTT COUNTY MISSION STATEMENT**

Scott County is dedicated to protecting, strengthening and enriching our community by delivering quality services and providing leadership with PRIDE.

## **Goals and Objectives FY13 and FY14**

### **1. Extend Our Resources**

#### **1.1 Financial, People, Technology**

- 1.1.1** Enterprise Resource Planning System implementation
- 1.1.2** Fleet Management software implementation
- 1.1.3** Space Study implementation and funding in FY 14-19 Capital Program
- 1.1.4** County Shared Services initiatives with other jurisdictions
- 1.1.5** Review County policies that impede economic development
- 1.1.6** Work with Quad Cities First and the Quad Cities Chamber to identify and secure more large scale development sites
- 1.1.7** Replenish Boards and Commissions with expertise that will guarantee seamless succession of members

### **2. Improve Communication**

#### **2.1 Internal Communication**

- 2.1.1** Continue to deploy grassroots, employee-wide communications strategy

#### **2.2 External Communication**

- 2.2.1** Restructure and simplify website

**2.2.2** Develop slide show presentation program

**2.2.3** Hold quarterly meetings for PIO's

**2.3** Legislative Communication

**2.3.1** Identify and prioritize legislative issues

**2.3.2** Continue to Participate in Urban County Coalition meetings

**2.3.3** Hold face to face meetings with state and federal legislators

**3.0 Foster Healthy Communities**

**3.1** Promote Mental Health

**3.1.1** Work on redesign to best serve the needs of Scott County

**3.1.2** Participate in regional five county exploratory group

**3.1.3** Advocate for transition funding for FY14 and 15 budgets

**3.2** Support Health and Wellness

**3.2.1** Implement Community Transformation Grant

**3.2.2** Continue to implement Healthy Lifestyles with Benefit  
Committee