

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
October 6 - 10, 2014

Tuesday, October 7, 2014

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

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

Facilities & Economic Development

- ___ 2. Purchase of two large metal culverts for Secondary Roads (Item 2)
- ___ 3. Discussion of Public Hearing on request of Habitat for Humanity for transfer of a County tax deed property. (Item 3)
- ___ 4. Second and final reading of an ordinance to rezone 240 acres, more or less, from Agricultural-Preservation (A-P) to Agricultural-General (A-G). (Item 4)
- ___ 5. Update the Future Land Use Map to a residential designation for rezoned acres. (Item 5)
- ___ 6. Award of bid for commissioning services for the Courthouse Phase One and Two project to River Place Technologies. (Item 6)

Human Resources

- ___ 7. Staff Appointments (Item 7)
- ___ 8. Discussion of strategy of upcoming labor negotiations with the County's organized employees pursuant to Iowa Code Section 20.17(3). - CLOSED SESSION

Health & Community Services

- ___ 9. Tax suspension request. (Item 9)

Finance & Intergovernmental

- ___ 10. Discussion of City of Long Grove 28E Agreement and Law Enforcement Contract with the Sheriff's Office. (Item 10)
- ___ 11. Seventh Judicial District Department of Correctional Services (DCS) Alternative Sentencing Agreement. (Item 11)
- ___ 12. Request for tax abatements by City of Davenport. (Item 12)

Other Items of Interest

___ 13. Discussion of FY15-16 Goals and Objectives. (Item 13)

___ 14. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Tuesday, October 7, 2014

**Special Committee of the Whole - 7:00 pm
Board Room, 1st Floor, Administrative Center**

___ 1. Roll Call: Sunderbruch, Cusack, Earnhardt, Hancock, Minard

___ 2. Joint meeting with the Planning & Zoning Commission and the Zoning Board of Adjustment.

___ 3. Other items of interest.

Wednesday, October 8, 2014

**Special Committee of the Whole - 4:00 pm
Glynns Creek 19251 290th Street Long Grove**

___ 1. Roll Call: Sunderbruch, Cusack, Earnhardt, Hancock, Minard

___ 2. Joint meeting with the Conservation Board.

___ 3. Other items of interest.

Thursday, October 9, 2014

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

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: Project L-115

DATE: October 9, 2014

A resolution accepting the low quote on two large metal culverts. We have two locations in the county that require new culverts. One is an entrance bridge with failing piling located on 250th St between 200th Ave and 210th Ave. The other location is an existing 84" structural plate that is missing most of the bottom of the pipe and where water goes over the road on 230th St between 130th Ave and 140th Ave.

The bridge will be replaced with an arched pipe 137" by 87" and 50' long. The plate will be replaced with a 108" pipe 60' long. These are very large pipe and will be done as construction Project L-115 that has an \$80,000 budget.

The quotes are as follows:

Illowa Culvert & Supply Co., Low Moor, IA

137" x 87" x 50' - \$14,920	
108" x 60' - \$12,653	TOTAL - \$27,573.00

Northern Iowa Construction Products, Cedar Falls, IA

137" x 87" x 50' - \$15,875	
108" x 60' - \$13,251	TOTAL - \$29,126.00

Contech Engineered Solutions, West Chester, OH

137" x 87" x 50' - \$15,875	
108" x 60' - \$13,350	
Band \$ 445	TOTAL - \$29,670.00

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

October 9, 2014

AUTHORIZATION TO PURCHASE TWO LARGE METAL CULVERTS FOR PROJECT L-115.

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

Section 1. That the purchase of two large metal culverts be awarded to bidder, Illowa Culvert & Supply Co., Low Moor, IA in the amount of \$27,573.00.

Section 2. That this resolution shall take effect immediately.

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Dee F. Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: September 24, 2014

Re: Public hearing on the request of Habitat for Humanity for the transfer of County tax deed property Parcel # G0029-12, located at 1121 Brown St.

County policy on the disposal of tax deed properties states that prior to offering such properties at public auction the county may transfer such properties to the city, school district or a community based non-profit agency following a public hearing to take comments on the requests.

Habitat for Humanity has submitted a request to acquire the County Tax Deed property at 1121 Brown Street in the City of Davenport. The required time for the prior owners of the property to redeem the property by paying the back taxes due has expired. County policy on the disposal of tax deed properties states that a community based non profit agency can request transfer of such properties if they can show how those properties will benefit a community program or serve a public good. The property then may be transferred to the non profit agency if the Board of Supervisors determines such transfers are in the best interest of County residents. Over the years County tax deed properties have been a good source of development lots for Habitat for Humanity and the County has previously transferred many properties to Habitat.

All back taxes, interest and special assessments have been previously abated on this property.

A copy of the letter received from Habitat for Humanity of the Quad Cities and the plat of the property are attached.

Following the public hearing and pending any comments, staff would recommend the Board approve a resolution transferring the requested property to Habitat for Humanity.



August 13, 2014

Tim Huey
Scott County Planning and Development
500 West 4th St
Davenport, IA 52801

Dear Tim,

We are interested in obtaining the following lot:

Parcel # G0029-12, 1121 Brown St. We would build a Habitat homes on this lot.
Thanks for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Kristi Crafton".

Kristi Crafton
Executive Director
Habitat for Humanity Quad Cities
2235 Grant St
Bettendorf, IA 52722
563 359-9066

PLANNING & DEVELOPMENT

500 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyiowa.com

Office: (563) 326-8643 Fax: (563) 326-8257



Timothy Huey
Director

NOTICE OF BOARD OF SUPERVISORS
PUBLIC HEARING ON TRANSFER OF TAX DEED PROPERTY

Public Notice is hereby given that the Scott County Board of Supervisors will hold a public hearing to discuss a request from Habitat for Humanity of the Quad Cities to obtain Scott County tax deed property. The public hearing will be held on Thursday, October 9, 2014 at 5:00 P.M. in the 1st Floor Board Room of the County Administrative Center, 600 West 4th Street, Davenport, Iowa 52801.

In accordance with adopted County policies on the disposal of tax deed properties, such properties may be transferred, upon request, to a community based non-profit agency prior to being offered at a public auction by the County. This public hearing is scheduled to take public comments on the proposed transfer of Parcel G0029-12, located at 1121 Brown Street in the City of Davenport, to Habitat for Humanity of the Quad Cities.

If you have questions or comments regarding the proposed transfer, please call, write or email the Planning and Development Department, 500 West 4th Street, Davenport, Iowa 52801, 563-326-8643, planning@scottcountyiowa.com or attend the hearing.

Timothy Huey
Director

Parcel ID: G0029-12



WARREN ST

BROWN ST

W 11TH ST

W 12TH ST

GAINES ST



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
October 9, 2014

**APPROVING THE TRANSFER OF TAX DEED PROPERTY TO HABITAT FOR
HUMANITY OF THE QUAD CITIES IN ACCORDANCE WITH COUNTY POLICY**

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

Section 1. County policy states that a community based non-profit agency may request transfer of tax deed property prior to such property being offered at public auction.

Section 2. A Public Hearing was held on October 9, 2014 for the transfer of Parcel G0029-12, 1121 Brown Street in the City of Davenport, to Habitat for Humanity of the Quad Cities.

Section 3. The Chairman is authorized to sign the Quit Claim Deed.

Section 4. This resolution shall take effect immediately.

PLANNING & DEVELOPMENT

500 West Fourth Street

Davenport, Iowa 52801-1106

Office: (563) 326-8643 Fax: (563) 326-8257

Email: planning@scottcountyiowa.com



Timothy Huey
Director

To: Dee F. Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: September 29, 2014

Re: ***Approval of second and final reading of an ordinance to rezone approximately 240 acres from Ag Preservation (A-P) to Ag General (A-G) and approval of a resolution to update the Future Land Use Map to a residential designation for the same 240 acres. The property is located in part of Section 5 in LeClaire and Pleasant Valley Townships.***

The Board of Supervisors held a public hearing on this rezoning application and a request to amend the Future Land Use Map to a residential designation for this area at its regular meeting on September 11th. The Planning Commission recommended denial of this request with a split vote (4-3) at its August 19th meeting, based on the application's lack of compliance with a preponderance of the criteria of the Revised Land-Use Policies and because the property should be annexed in to the City of LeClaire prior to its development. A rezoning must be approved as an ordinance amendment and requires two subsequent readings after the public hearing, while an amendment to the Future Land Use Map is approved by resolution; therefore, both are on this agenda for final approval.

SCOTT COUNTY ORDINANCE NO. 14 - _____

AN ORDINANCE TO AMEND THE SCOTT COUNTY OFFICIAL ZONING MAP BY REZONING APPROXIMATELY 240 ACRES (MORE PARTICULARLY DESCRIBED AS PART OF THE W $\frac{1}{2}$ OF THE NE $\frac{1}{4}$ OF SECTION 5 IN LECLAIRE TOWNSHIP; PART OF THE NW $\frac{1}{4}$, AND PART OF THE N $\frac{1}{2}$ N $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF SECTION 5 IN PLEASANT VALLEY TOWNSHIP, ALL LYING SOUTH OF INTERSTATE 80 AND NORTH OF 195TH STREET/FOREST GROVE ROAD) FROM "A-P" AGRICULTURAL PRESERVATION DISTRICT TO "A-G" AGRICULTURAL GENERAL DISTRICT IN UNINCORPORATED SCOTT COUNTY.

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

Section 1. In accordance with Section 6-31 Scott County Code, the 240 acre parcel more or less legally described as Part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 5 in LeClaire Township; Part of the NW $\frac{1}{4}$, and Part of the N $\frac{1}{2}$ N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 5 in Pleasant Valley Township, all lying south of interstate 80 and north of 195th Street/Forest Grove Road, is hereby rezoned from "A-P" Agricultural Preservation District to "A-G" Agricultural General District.

Section 2. The County Auditor is directed to record this ordinance in the County Recorder's Office.

Section 3. Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions, shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 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 _____, 2014

Larry Minard, Chairman
Scott County Board of Supervisors

Roxanna Moritz, Scott County Auditor

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Dee F. Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: September 29, 2014

Re: **Approval of second and final reading of an ordinance to rezone approximately 240 acres from Ag Preservation (A-P) to Ag General (A-G) and approval of a resolution to update the Future Land Use Map to a residential designation for the same 240 acres. The property is located in part of Section 5 in LeClaire and Pleasant Valley Townships.**

The Board of Supervisors held a public hearing on this rezoning application and a request to amend the Future Land Use Map to a residential designation for this area at its regular meeting on September 11th. The Planning Commission recommended denial of this request with a split vote (4-3) at its August 19th meeting, based on the application's lack of compliance with a preponderance of the criteria of the Revised Land-Use Policies and because the property should be annexed in to the City of LeClaire prior to its development. A rezoning must be approved as an ordinance amendment and requires two subsequent readings after the public hearing, while an amendment to the Future Land Use Map is approved by resolution; therefore, both are on this agenda for final approval.

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
October 9, 2014

APPROVAL OF AN AMENDMENT TO THE SCOTT COUNTY FUTURE LAND USE MAP

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

Section 1. The Scott County Board of Supervisors has adopted a Comprehensive Plan for Scott County which includes a map showing what future land use changes may be appropriate.

Section 2. The Scott County Planning and Zoning Commission held a public hearing on August 19, 2014 to review a proposed change to the adopted Future Land Use Map to designate 240 acres in part of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 5 in LeClaire Township; part of the NW $\frac{1}{4}$, and part of the N $\frac{1}{2}$ N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 5 in Pleasant Valley Township, all lying south of Interstate 80 and North of 195th Street/Forest Grove Road as an appropriate area for residential development.

Section 3. The Scott County Planning and Zoning Commission determined that the proposal did not meet a preponderance of the Land Use Policies criteria and did not recommend approval of the proposed amendment to the Future Land Use Map.

Section 4. The Scott County Board of Supervisors held a public hearing on September 11, 2014 to review this proposed change to Future Land Use Map.

Section 5. The Scott County Board of Supervisors hereby approves the proposed amendment to the Future Land Use Map based on the Board's determination that it meets the criteria for such changes established in the Scott County Comprehensive Plan.

Section 6. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyiowa.com

(563) 326-8738 Voice (563) 328-3245 Fax



September 30, 2014

To: Dee F. Bruemmer
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Approval of Commissioning Services for Courthouse Phase One and Two

As part of the process of putting the renovated spaces and new HVAC systems into service, we will need the services of a contractor to serve as commissioning agent for the project. The commissioning agent works with the project team, overseeing systems installation work and start-up, testing system operations and ensuring that all systems are operating efficiently and as the design engineers intended.

I have a proposal from River Place Technologies (RPT) in the amount of \$12,000 to perform these services. RPT is already under contract to perform air and water testing and balancing for this project. We have used RPT in a similar capacity on our last several projects and recommend them for this work due to the high level of engineering expertise and quality that they bring to the table.

I recommend that the Board approve the proposal from RPT and award the contract to them in the amount of \$12,000. This expense is budgeted in the FFE portion of the Courthouse Project budget. I will be at the next Committee of the Whole meeting to answer any questions you or the Board may have.

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

October 9, 2014

A RESOLUTION APPROVING THE AWARD OF BID FOR COMMISSIONING
SERVICES FOR THE COURTHOUSE PHASE ONE AND TWO PROJECT TO RIVER
PLACE TECHNOLOGIES.

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

- Section 1. That the proposal for commissioning services for the Courthouse Phase One and Two project is hereby approved and awarded to River Place Technologies in the amount of \$12,000.00.
- 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

October 9, 2014

APPROVAL OF STAFF APPOINTMENTS

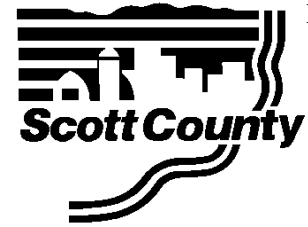
BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The hiring of Joseph Miller Sr. for the position of Desktop Support Technician in the Information Technology Department at the entry level rate.

Section 2. The hiring of Noah Poppelreiter for the position of Attorney I in the County Attorney's Office at the entry level rate.

Section 3. The hiring of Kassandra Keeney for the position of GIS Parcel Maintenance & Election System Technician in the Auditor's Office at 90.3% of midpoint.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



Item 09
10-07-14

(563) 326-8723 Fax (563) 326-8730

September 29, 2014

To: Dee F. Bruemmer

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Ida Caroline Bell
1718 Marquette Street
Davenport, IA 52804

Suspend: 2013 property taxes due September 2014 and March 2015 in the amount of \$2438.00 including interest.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

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
OCTOBER 9, 2014

**SUSPENDING THE 2013 PROPERTY TAXES DUE SEPTEMBER 2014 AND MARCH 2015 FOR IDA
CAROLINE BELL, 1718 MARQUETTE STREET, DAVENPORT, IOWA, IN THE AMOUNT OF \$2438.00
INCLUDING INTEREST.**

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

- Section 1. The 2013 property taxes, interest and penalties accrued for Ida Caroline Bell, 1718 Marquette Street, Davenport, Iowa, in the amount of \$2438.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes and utility fees thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

DENNIS CONARD, SHERIFF

Item 10
10-07-14

Major Michael Brown
Chief Deputy Sheriff



EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689

400 West 4th Street
Davenport, Iowa 52801-1187

(563) 326-8750
www.scottcountyiowa.com
sheriff@scottcountyiowa.com

September 16, 2014

Memo To: Board of Supervisors

From: Sheriff Conard

A handwritten signature in blue ink, appearing to be "Dennis Conard", written over the printed name.

REF: City of Long Grove

Effective October 1, 2014, the City of Long Grove will be disbanding its police department.

I have attached a copy of the 28E Agreement with the Scott County Sheriff's Office, to provide law enforcement services. This is the same 28E Agreement that other cities in Scott County, who do not have police departments, have entered into with the Sheriff's Office.

The City of Long Grove has also requested that the Sheriff's Office provide uniformed deputies to provide patrol services in their city at times to be determined by the City of Long Grove.

This is the same type of agreement that the Sheriff's Office has with the City of Dixon and the Scott Community College District.

I am requesting Board approval to enter into these agreements. Initial talks indicate we are looking at approximately 30 hours a month.

I can be available to answer any questions you may have.

CHAPTER 28E AGREEMENT

City of Long Grove – Scott County Sheriff's Office

THIS AGREEMENT is between the City of Long Grove (hereinafter referred to as "client") and Scott County Sheriff's Office, of 400 W. 4th Street, Davenport, IA (hereinafter referred to as "Contractor") and is expressly authorized under the provisions of Chapter 28E of the Code of Iowa, which allows the parties to contract to provide services to the mutual advantage of such parties.

In consideration of the mutual promises set forth in this contract, it is agreed by and between Client and Contractor, as follows:

SECTION ONE

DESCRIPTION OF WORK

The work to be performed by Contractor includes all services generally performed by Contractor as relating to law enforcement, keeping the peace, maintaining security and providing for public safety, including, but not limited to, the following:

Hours: Contractor will provide an armed uniformed deputy with a car as requested by the City of Long Grove. A calendar of the requested times and dates for patrol will be provided to the Contractor's office by the 15th of the preceding month.

SECTION TWO

PAYMENT

Client will pay Contractor at the rate of Fifty Dollars (\$50.00) per hour for the work to be performed under this contract, with an increase to Fifty-five Dollars (\$55.00) effective July 1, 2015, and Contractor shall provide monthly invoices for the actual hours worked.

SECTION THREE

RELATIONSHIP OF PARTIES

The parties hereby acknowledge and intend that an independent contractor relationship will be created by this agreement. Client is interested only in the results to be achieved, and the conduct and control of the work to be performed shall be the primary responsibility of Contractor. Contractor is not to be considered an agent or employee of Client for any purpose, and the employees of Contractor are not entitled to any of the benefits that Client provides for Client's own employees.

SECTION FOUR

LIABILITY

The work to be performed under this agreement will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of any implements, devices or equipment used in the performance of this agreement. Contractor is a self-insured governmental agency, and for the duration of this agreement, Contractor agrees to indemnify and hold Client harmless from any and all liability or loss arising from Contractor's negligence, by its acts or omissions to act, while performing the work under this agreement.

SECTION FIVE

DURATION

Either party may cancel this agreement upon thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first below written.

Michael Amberg

DENNIS CONARD
Scott County Sheriff

September 9, 2014

DATE

DATE

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

October 9, 2014

APPROVAL OF THE 28E AGREEMENT BETWEEN THE CITY OF LONG GROVE AND
THE SHERIFF'S OFFICE

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

- Section 1. That the 28E Agreement between the City of Long Grove and the Sheriff's Office is hereby approved as presented.
- Section 2. This resolution shall take effect immediately.

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 9th DAY OF September, 2014, BY AND BETWEEN THE County of Scott and the Scott County Sheriff, hereinafter referred to as the "County" and the City of Long Grove, hereinafter referred to as the "Municipality", for the period of the above date until which time a thirty (30) day notice of termination from the Municipality is received by the Sheriff.

WITNESSETH

WHEREAS, the Municipality is desirous of entering into a contract with the County, through the office of the County Sheriff, for the performance of the law enforcement functions hereinafter described, within the corporate limits of said Municipality; and

WHEREAS, THE County is agreeable to rendering such services and law enforcement functions on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Section 28E.12 of the Iowa Code;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants expressed herein, it is agreed as follows:

1. The County, through its County Sheriff, agrees to provide police protection within the corporate limits of the Municipality to the extent, and in the manner, hereinafter set forth:
 - A. Except as otherwise hereinafter specifically set forth, such services shall encompass the duties and functions of the type normally coming within the jurisdiction of the Scott County Sheriff pursuant to state law; and in addition, the Sheriff and his deputies shall, within the Municipality's corporate limits, exercise all the police powers and duties of peace officers as provided by state statutes.
 - B. The provision of services, the standard of performance, the discipline of deputies, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in and under the control of the Sheriff.
 - C. Such services shall include the enforcement of the Iowa State Statutes, Scott County Ordinances, and Municipality Code.
2. It is agreed that the Sheriff shall have all reasonable and necessary cooperation and assistance from the Municipality, its officers, agents, and employees, so as to facilitate the performance of this contract.
3. The County shall furnish and supply all necessary labor, supervision, equipment and communication facilities for dispatching, jail detention, jail detention (including the cost of such detention), and such patrol and other police services as are specified in Paragraph 9 of this contract.

4. The Municipality shall not be liable for the direct payment of any salaries, wages or other compensation to any County personnel performing services pursuant to this contract.

5. The Municipality shall not be liable for the compensation or indemnification of the Sheriff, or any of his employees, for injuries or sickness arising out of their employment hereunder, and the County hereby agrees to hold harmless the Municipality against such claims.

6. The County, its officers, and employees shall not be deemed to assume any liability for the intentional or negligent acts or omissions of the Municipality, or any officer, agent or employee thereof, and said Municipality agrees to hold harmless, indemnify, and defend the County, its officers, and employees from any and all claims for damages arising therefrom.

7. The Municipality shall hold harmless, indemnify, and defend the County, its officers and employees from any and all claims for damages resulting from the enforcement of any State Statute or County Ordinance arising in connections with the provisions of this agreement, excepting claims arising from alleged personal misconduct or negligence of a Sheriff's deputy or employee. The County shall hold harmless, indemnify and defend the Municipality, its officers, agents and employees from any and all claims for damages resulting from the enforcement of any State Statutes or County Ordinance and arising from alleged personal misconduct or negligence of a Sheriff's deputy or employee.

8. It is understood and agreed by the parties that no deputy, or other employee of the Sheriff, shall be deemed an employee of the Municipality.

9. The County agrees to provide law enforcement protection as follows: for the term of this contract, the Sheriff's Office will provide twenty-four (24) hour call and general services as such services are generally understood by law enforcement officials. The patrol service shall be exercised through the employment of patrol cars, to be supplied, and equipped and maintained by the County, and staffed by Sheriff's deputies. Further, said patrol service will provide those services ordinarily performed by peace officers as provided by state law or county ordinances. The Sheriff may periodically change the times of patrol service in order to enhance the effectiveness of the coverage.

10. This contract shall not alter the responsibility for the prosecution of offenses occurring within the Municipality as is currently provided by law. Likewise, collections and distribution of fine monies shall be controlled in the manner provided by law.

11. The County, through its County Sheriff or his designee, agrees to meet, from time to time, with the governing Council of the Municipality, or with any law enforcement committee which said Council may designate. The purpose of said meetings shall be to make suggestions for improvement in the implementation of this contract or for amendments hereto, provided, however, that no such suggestion or amendment shall be binding on either party until reduced to writing and duly signed by the parties. The time and place of any such meeting hereunder shall be determined as may be mutually convenient to all parties.

12. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Municipality, City of Long Grove, by resolution duly adopted by its governing body, has caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Scott by resolution of the Scott County Board of Supervisors has caused this agreement to be signed by the Scott County Sheriff, the Chairperson of the Scott County Board of Supervisors, and attested by the Scott County Auditor, all on the day and year first written above.

ATTEST:



Clerk

CITY OF LONG GROVE

By: 

Mayor

COUNTY OF SCOTT

By: _____

Chairperson, Scott County Board of Supervisors

By: _____

Scott County Sheriff

ATTEST:

Scott County Auditor

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 9, 2014

APPROVAL OF THE LAW ENFORCEMENT CONTRACT BETWEEN THE CITY OF
LONG GROVE AND THE SHERIFF'S OFFICE

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

- Section 1. That the Law Enforcement Contract between the City of Long Grove and the Sheriff's Office is hereby approved as presented.
- Section 2. This resolution shall take effect immediately.

DENNIS CONARD, SHERIFF

Item 11
10-07-14



Michael K. Brown
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (Fax)

400 West 4th Street
Davenport, Iowa 52801-1187

www.scottcountyiowa.com
sheriff@scottcountyiowa.com

September 30, 2014

Memo To: Dee Bruemmer

From: Sheriff Conard 

**REF: Seventh Judicial District Department of Correctional Services (DCS)
FY14-15 Community Service Alternative Sentencing Agreement**

Attached is the Seventh Judicial District Department of Correctional Services FY14-15 Community Service Alternative Sentencing Agreement. This agreement is a continuation of the agreement already in place in Scott County. Scott County pays the entire salary along with benefits for the alternative sentencing coordinator position and DCS agrees to pay a portion of the coordinator's salary and benefits.

Please let me know if you have any questions.

AGREEMENT

This agreement is made and entered into by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), the Seventh Judicial District Department of Correctional Services, a governmental unit of the State of Iowa (hereinafter referred to as DCS).

In consideration of the mutual agreement hereinafter set forth, Scott County and DCS agree as follows:

1. DCS agrees to pay to Scott County the sum of \$36,024 (thirty-six thousand, twenty-four dollars) to support the unpaid Community Service Sentencing Program for the period commencing July 1, 2014 and ending June 30, 2015. Payment shall be made on a quarterly basis in advance, commencing July 2014 and continuing through April 2015.
2. Scott County will perform interviewing, referral and monitoring responsibilities with criminal offenders sentenced to perform unpaid community service pursuant to the Code of Iowa by the Scott County District Court including Associate District Court during the term of this agreement or ordered to perform community service as a condition of parole or work release by the Iowa Board of Parole. Scott County will continue existing program policies, procedures, and practices unless modification is approved by DCS. Scott County will continue staffing the Community Service Sentencing program at current levels upon initiation of this contract. Scott County agrees to assist in the process of gathering performance outcome data in support of assessing quarterly performance measures on work performed related to this agreement as requested by Scott County in accordance with Addendum A of this agreement. A Scott County representative will perform the administrative functions required to assemble the quarterly performance measure reporting.
3. Scott County agrees to provide DCS with quarterly reports on performance indicators and financial data as developed by Scott County no later than November 1, 2014 and a one page written summary report by May 1, 2015.
4. Scott County and DCS understand and agree that the unpaid community service program is provided for by Sections 905.7(6), 907.13, 909.3A, and 910.2 of the Code of Iowa and this agreement is adopted to provide mutual funding and a method of program implementation that is beneficial to both Scott County and DCS. The community service sentencing provides a sentencing alternative for Courts to use in lieu of or in addition to sentences for a fine, incarceration, or community supervision or when an offender is unable to pay restitution, except restitution payable to a victim that is owed by the offender.

5. The following are the major functions and activities of the community service sentencing program: 1) Interview and assess referred offenders to determine appropriate placements to perform community service, 2) make placements of offenders in appropriate agencies to perform community service work, 3) monitor or obtain records monitoring the hours of community service performed, 4) make reports to the Court or the DCS on the completion or lack of completion of the community service requirements, 5) cross-train in other duties supporting the Court Compliance Program and Fine Collection Coordination, 6) recruit and assist appropriate agencies for use as placement sites, and 7) keep records of program activities and make reports as required by Scott County or the DCS.
6. Scott County agrees to provide DCS with a copy of quarterly reports on performance indicators and financial data so specified in its Scott County Budget Submission no later than 45 days past the end of each quarter (quarters ending September 30, December 31, March 31, and June 30).
7. Scott County and DCS each acknowledge that the payments herein to be made are to be supplemental and not to support other available sources of income to DCS or Scott County.
8. Financial, statistical, and program records of the Community Service Sentencing Program shall be kept for a three year period by Scott County and shall be available to authorized representatives from DCS.
9. Scott County will ensure that any of its employees given access to information systems data in electronic or printed form by the DCS for the purposes of operations of the Community Services Sentencing program observe and adhere to all rules and regulations regarding access to and use of that data.
10. DCS is a "State agency" for the purposes of tort liability pursuant to Chapter 669 of the Code of Iowa.
11. DCS and Scott County shall indemnify each other against all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons property being damaged or injured in connection with activities performed pursuant to this agreement by DCS or Scott County or any agent or employee of DCS or Scott County, whether by negligence or otherwise. The parties understand and agree that this paragraph applies only to such claims, suits, actions or causes of action not covered by Section 907.13 Code of Iowa.
12. Scott County will notify the Director of the DCS of any event or act which may possibly result in a tort claim under Chapter 669 of the Code of Iowa or a worker's compensation claim under Section 85.59 of the Code of Iowa and will provide requested information and assistance regarding any possible or actual claim.

13. DCS and Scott County shall comply with all applicable laws and regulation pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, age, handicapped condition, or religious affiliation. Funds provided herein shall not be used for any partisan political activity nor shall they be used to further the election of any candidate for political office. With regard to the Community Service Sentencing Program, Scott County will comply with applicable confidentiality requirements for the DCS as provided in Chapter 904.602 of the Code of Iowa.

Scott County will ensure that the Scott County Jail complies with federal law and rules related to the Prisoner Rape Elimination Act (PREA). Scott County will provide information to all jail employees, volunteers, and community service referral agencies about the requirements of PREA and will take appropriate action should violations occur with any employee or referral agencies. Scott County will provide information as requested by the DCS regarding PREA compliance and will provide the results and any related documents of PREA audits. The DCS will provide similar information to Scott County if requested.

14. This agreement may be amended in whole or in part by mutual consent of the parties, providing that no such amendment shall be made effective unless in writing and properly executed by the parties.
15. This agreement shall be for one **(1)** year. However, either party may terminate this Agreement, by delivering to the other party of a ninety (90) day advance written notice of termination.

Community Service Sentencing Agreement between Scott County and DCS Page 4

Approved

BY:

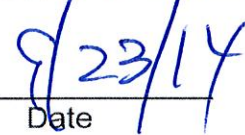
BY:

Larry Minard, Chair
Scott County Board of Supervisors



James Lee Wayne, District Director
Seventh Judicial District Department
Of Correctional Services

Date



Date

ATTEST:

Roxanna Moritz
Scott County Auditor

Date

Community Service Sentencing Agreement between Scott County and DCS Page 5

Addendum A to Agreement between Scott County and DCS Community Service Sentencing Program

I. Community Service Sentencing OUTCOME MEASURES (Final)

I. Alternative Sentencing, i.e., Community Service Sentencing Programming:

a. Community Service (Three outcome measures)

In an effort to reduce criminal behavior, report monthly the rate of recidivism, as measured by

misdemeanor and felony convictions reported within the Scott County jail's OMS admission data from initial admission onto the program, tracking for one year from admission, i.e., 90 Days, 6 Months, and 1Year out: (The most recently available data will serve as the baseline);

Report monthly the amount of court fines and fees paid, i.e., separate outcome reporting by PO/Fine forgiveness amount collected and Magistrate/ in lieu of fine judgment amount collected: (The most recently available data will serve as the baseline); and

Report monthly the number of active participants, the number of positive case closures, and their accumulated community service hours worked: (The most recently available data will serve as the baseline).

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

October 9, 2014

APPROVAL OF THE SEVENTH JUDICIAL DISTRICT DEPARTMENT OF
CORRECTIONAL SERVICES (DCS) ALTERNATIVE SENTENCING AGREEMENT IN
WHICH DCS AGREES TO PAY SCOTT COUNTY \$36,024.

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

Section 1. That the Seventh Judicial District Department of Correctional
Services Alternative Sentencing Agreement is hereby approved as
presented in the amount of \$36,024.

Section 2. This resolution shall take effect immediately.

BILL FENNELLY
SCOTT COUNTY TREASURER

600 W 4th Street
Davenport, Iowa 52801-1030

www.scottcountyiowa.com
www.iowatreasurers.org



Item 12
10-07-14

MOTOR VEHICLE DIVISION
Scott County Administrative Center (563) 326-8664

PROPERTY TAX DIVISION
Scott County Administrative Center (563) 326-8670

COUNTY GENERAL STORE
902 West Kimberly Road, Suite 6D
Davenport, Iowa 52806
(563) 386-AUTO (2886)

DATE: September 19, 2014

TO: Scott County Board of Supervisors

CC: Dee F. Bruemmer, Scott County Administrator
CC: Tim Huey, Planning and Development Director

FROM: Bill Fennelly, Scott County Treasurer

RE: Request to Abate Property Taxes

The City of Davenport has requested the abatement of taxes for the following parcels:

	<u>2012</u>	<u>2013</u>
F0054-04		\$ 6,234.00
L0017A01D		\$20,904.00
E0047-01C		\$ 4,794.00
F0030-10		\$ 1,266.00
F0035-39		\$ 1,614.00
F0042-27		\$ 2,352.00
F0051-28	\$50.00	\$ 40.00
F0052-51		\$ 722.00
F0052-31		\$ 798.00
F0054-04C		\$ 3,980.00
G0012-10		\$ 1,122.00
L0009-20		\$ 3,628.00
L0009-21		\$ 3,680.00
L0022-02		\$ 5,660.00
T2040-36B		\$ 58.00
X1223-20D		\$ 776.00
X1207-23A		\$ 1,140.00
X0155-27E		\$ 184.00
X1205-24		\$ 80.00
X1221-25A		\$ 76.00
X1223-22B		\$ 200.00

I am requesting the abatement of the identified taxes pursuant to statute 445.63.



HAND DELIVERED

September 18, 2014

Tim Huey
Planning and Development Director
Annex Building
518 West Fourth Street
Davenport, Iowa 52801-1106

RE: Request for Tax Abatement by the City of Davenport

The City of Davenport hereby requests Scott County abate 2013 taxes:

- i) The following real estate taxes for tax year 2013 on levee properties owned by the City of Davenport in the City's name or under the name "Davenport Levee Commission".

Parcel	Address or Location	Total 2013 Taxes	Amount Due Sept. 1st	Requested to be Exempt in the past
Parcels Listed Under DAVENPORT LEVEE COMMISSION				
F0054-04 ✓	1201 E. River Drive	\$6,234.00	\$3,117.00	No
L0017A01D ✓	CB & Q Parking Lot - SE corner of E. River Drive and Perry Street	\$20,904.00	\$10,452.00	Yes



ii) The following real estate taxes for tax year 2013 owned by the City of Davenport.

Parcel	Address or Location	Total 2013 Taxes	Amount Due Sept. 1st	Requested to be Exempt in the past
Parcels Listed Under CITY OF DAVENPORT				
E0047-01C ✓	Boat Club Parking Lot	\$4,794.00	\$2,397.00	Yes
F0030-10 ✓	1208 Farnam Street	\$1,266.00	\$633.00	No
F0035-39 ✓	925 Farnam Street	\$1,614.00	\$807.00	No
F0042-27 ✓	1301 E. River Drive	\$2,532.00	\$1,176.00	No
F0051-28 ✓	646 E. 6 th Street	\$40.00	\$20.00	No
F0052-51 ✓	750 E. 6th Street	\$722.00	\$361.00	No
F0052-31 ✓	733 E. 6th Street	\$798.00	\$399.00	No
F0054-04C ✓	Boat House Restaurant - LAND ONLY - 1201 E. River Drive	\$3,980.00	\$1,990.00	Yes
G0012-10 ✓	531 W. 16th Street	\$1,122.00	\$561.00	No
L0009-20 ✓	108 E 2nd Street	\$3,628.00	\$1,814.00	Yes
L0009-21 ✓	110 E. 2nd Street	\$3,680.00	\$1,840.00	Yes
L0022-02 ✓	102 S. Harrison Street	\$5,660.00	\$2,830.00	Yes
T2040-36B ✓	2421 N. Zenith Avenue	\$58.00	\$29.00	No
X1223-20D ✓	Along Eastern Av. Between E. 53rd Street and E. 54th Street	\$776.00	\$388.00	Yes
X1207-23A ✓	South of Eastern Av. Library	\$1,140.00	\$570.00	Yes
X0155-27E ✓	3 parcels not connected, adjacent or near Veterans Memorial Parkway and east of the CP rail spur	\$184.00	\$92.00	Yes
X1205-24 ✓	along the east side of the CP rail spur and 200 ft north of E. 53rd Street	\$80.00	\$40.00	Yes
X1221-25A ✓	NE corner of E. 53rd Street and the CP rail spur	\$76.00	\$38.00	Yes
X1223-22B ✓	along the north side of E. 53rd Street between the CP rail spur and Eastern Avenue	\$200.00	\$100.00	Yes

Thank you in advance for your attention to this matter. I've attached copies of the corresponding tax notices for the above listed parcels. Feel free to contact me if any questions arise.

Sincerely,



Mike Atchley
Real Estate Manager
jma@ci.davenport.ia.us

cc: ✓ Bill Fennelly, Scott County Treasurer
Tom Warner, Corporation Counsel
File

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
 October 9, 2014

APPROVAL OF THE ABATEMENT OF DELINQUENT PROPERTY TAXES AS RECOMMENDED BY
 THE SCOTT COUNTY TREASURER AND IN ACCORDANCE WITH IOWA CODE CHAPTER 445.63

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

Section 1. Iowa Code Section 445.63 states that when taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes are owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.

Section 2. The City of Davenport has requested the abatement of taxes for parcels they own:

<u>Parcel#</u>	<u>2012</u>	<u>2013</u>
F0054-04		\$6234.00
F0017A01D		\$20,904.00
E0047-01C		\$4794.00
F0030-10		\$1266.00
F0035-39		\$1614.00
F0042-27		\$2352.00
F0051-28	\$50.00	\$40.00
F0052-51		\$722.00
F0052-31		\$798.00
F0054-04C		\$3980.00
G0012-10		\$1122.00
L0009-20		\$3628.00
L0009-21		\$3680.00
L0022-02		\$5660.00
T2040-36B		\$58.00
X1223-20D		\$776.00
X1207-23A		\$1140.00
X0155-27E		\$184.00
X1205-24		\$80.00
X1221-25A		\$76.00
X1223-22B		\$200.00

Section 3. The County Treasurer is hereby directed to strike the amount of property taxes due on City of Davenport parcels listed above in accordance with Iowa Code Section 445.63.

Section 4. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyiowa.com



DATE: September 30, 2014

TO: Board of Supervisors

FROM: Dee F. Bruemmer, County Administrator

RE: Discussion of the FY15-16 Goals and Objectives

This draft of the Goals and Objectives came from our discussion at the September 9th Committee of the Whole. I would like to take the time to go over them to make sure we have the major headings correct. I will make changes after we meet next Tuesday and on October 10th I will share them with the department heads at our October department head meeting. I will then ask those who have goals to produce a description of the work and time lines for the upcoming year and the FY16 budget.

These goals will be used in their brief form for our brochure but I would like to report on them quarterly in the more descriptive format.

Scott County

Vision Statement

Leadership in Government, Pride in Service, and Communities of Choice

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 FY15-16

1. Extend Our Resources

- 1.1 Continue to implement facilities space plan and leverage additional programmatic opportunities
- 1.2 Implement Fleet Management Plan and resulting synergies
- 1.3 Continue to pursue shared services initiatives and cost recovery opportunities through collaboration with external partners
- 1.4 Continue involvement with regional economic development initiatives including start up programs like the manufacturing hub
- 1.5 Lead effort to create forums for collaboration with small communities for economic development and for improved technology capabilities
- 1.6 Align our programs and services with the Regional Vision
- 1.7 Address funding issues with County-Wide Ambulance Services
- 1.8 Implement Electronic Data Management through departmental collaboration

2. Improve Communication

2.1 External Communications

2.1.1 Complete Website Redesign project in FY15

- Departments can contribute their own ideas; update includes the intranet

2.1.2 Publish first Popular Annual Financial Report for FY16

2.2 Internal Communications

2.2.1 Continue to educate internally on PRIDE, Mission Statement, Goals and Regional Vision

2.3 Legislative Communication

2.3.1 Identify and prioritize legislative issues

2.3.2 Participate in Urban County Coalition meetings

2.3.3 Hold face to face meetings with state and federal legislators

3. Foster Healthy Communities

3.1 Promote Mental Health

3.1.1 Implement crisis stabilization continuum services

3.1.2 Explore Pilot Project for behavioral transportation car

3.1.3 Collaborate with senior service providers and state agencies in outreach services

3.2 Support Health and Wellness

3.2.1 Advance Be Healthy Quad Cities policy initiatives including trail connectivity

3.2.2 Redesign employee wellness programs to gain greater participation

3.2.3 Evaluate EMS study recommendations for implementation
feasibility

3.2.4 Study lead Abatement issues and develop strategies for reduction
in children

3.2.5 Expand juvenile detention service programs to reduce detention
admissions

3.2.6 Assist Communities understand and leverage opportunities of Lost
Grove Lake

Updated: 9-30-14