TENTATIVE AGENDA SCOTT COUNTY BOARD OF SUPERVISORS March 23 - 27, 2015

Tuesday, March 24, 2015

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

1. Roll Call: Hancock, Holst, Sunderbruch, Earnhardt, Kinzer

Presentation

- 2. Presentation of PRIDE recognition for years of service.....9:00 a.m. (Item 2)
- Recognizing the retirements of Marv Henningson, Secondary Roads and Jim Salsberry, Sheriff's Office. (Item 3)
- 4. Presentation of PRIDE Recognition for Employee of the Quarter.

Facilities & Economic Development

- 5. Construction contract for expansion of the Scott County Maintenance Facility in Eldridge. (Item 5)
- 6. Discussion of Grandview Farms request for Scott County to waive 14 day appeal period for Iowa DNR approval of CAFO Construction Permit. (Item 6)
- 7. Final Plat of Lot 1 and 2 of Hobkirk's First Addition, being a Re-plat of Outlot 3 of Hamilton's 1st Addition, Part of the SW¼ SE¼, Section 30 of Princeton Township, a proposed two (2) lot residential subdivision, located north of 270th Street and west of Levi Lane. (Item 7)

Human Resources

_____8. Staff Appointments. (Item 8)

Health & Community Services

9. Tax suspension request. (Item 9)

Finance & Intergovernmental

10. Discussion of a GPS Monitoring Program for Juvenile Detention Center. (Item 10)

Other Items of Interest

_____ 11. Consideration of appointments with upcoming term expirations for board and commissions.

o Library Board- Kristal Koberg-Schaefer 6/30/15 o Library Board- Fred Meyer 6/30/15 o Library Board- Chuck Thompson 6/30/15

- 12. Beer/liquor license renewal for Davenport Country Club and a new 8 month license for Olathea Golf Course.
- ____ 13. Adjourned.

Moved by _____ Seconded by _____ Ayes Nays

Thursday, March 26, 2015

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

Friday, March 27, 2015

Special Committee of the Whole - 10:30 am Conference Room 605, 6th Floor, Administrative Center

1. Roll Call: Hancock, Holst, Sunderbruch, Earnhardt, Kinzer

2. Legislative Forum for State Legislators and Scott County Government.

> Moved by _____ Seconded by _____ Ayes Nays

Ph: (563) 326-8767 Fax: (563) 328-3285 www.scottcountyiowa.com Email: hr@scottcountyiowa.com



March 16, 2015

- TO: Mary Thee Assistant County Administrator
- FROM: Barb McCollom Human Resources Generalist

RE: YEARS OF SERVICE RECOGNITION CEREMONY

The following is a list of individuals who will be recognized for years of service on **Tuesday**, **March 24**, **2015 at 9:00 a.m.** through the recognition program.

Employee	Department	Date of hire	Years of Service
Teresa Bishop	Attorney	02/22/10	Five
Ben Enlow	Sheriff	03/01/10	Five
Christy Ellenberg	Sheriff	03/08/10	Five
Chris Carter	Sheriff	03/29/10	Five
Tom Sunderbruch	Board of Supervisors	01/03/05	Ten
Linda Johnson	Sheriff	01/04/05	Ten
Chris Berry	Conservation	01/11/05	Ten
Don Dietz	Conservation	02/16/05	Ten
David Donohoo	Juvenile Detention	02/22/05	Ten
Craig Petersen	Sheriff	03/28/05	Ten
Sue Lacke-Smith	Treasurer	01/03/00	Fifteen
Maceo Jackson	Sheriff	01/12/00	Fifteen
Michael Granger	Conservation	01/24/00	Fifteen
Mike Erwin	Sheriff	01/16/95	Twenty
Jacqueline Chatman	Juvenile Detention	03/19/95	Twenty
Tom Simons	Sheriff	01/22/90	Twenty-five
Nancy Scherler	Attorney	02/05/90	Twenty-five
Dean Glunz	Secondary Roads	01/28/80	Thirty-five
Wendy Costello	Treasurer	03/17/80	Thirty-five
Sherry Burmeister	Community Services	01/27/75	Forty

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Item 03 03-24-15

March 16, 2015

- TO: Mary Thee Assistant County Administrator
- FROM: Barb McCollom Human Resources Generalist
- RE: RETIREMENT RECOGNITION

The following employee(s) will be recognized for their upcoming retirement from Scott County on **Tuesday**, **March 24**, **2015**.

Employee	Department	Date of hire	Retirement Date
Jim Salsberry	Sheriff	06/06/94	02/27/15
Marvin Henningsen	Secondary Roads	06/01/98	03/31/15



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

MARCH 26, 2015

RECOGNIZING JIM SALSBERRY'S RETIREMENT FROM THE SHERIFF'S OFFICE

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

Section 1. That said Board of Supervisors does hereby recognize the retirement of

JIM SALSBERRY and conveys its appreciation for 20 years of

faithful service to the Sheriff's Office.

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

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

MARCH 26, 2015

RECOGNIZING MARVIN HENNINGSEN'S RETIREMENT FROM THE SECONDARY ROADS DEPARTMENT

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

Section 1. That said Board of Supervisors does hereby recognize the retirement of

MARVIN HENNINGSEN and conveys its appreciation for 16 years of

faithful service to the Secondary Roads Department.

Section 2. This resolution shall take effect immediately.

SCOTT COUNTY ENGINEER'S OFFICE

500 West Fourth Street Davenport, Iowa 52801-1106

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





BECKY WILKISON Administrative Assistant

MEMO

- TO: Dee Bruemmer County Administrator
- FROM: Jon Burgstrum County Engineer
- SUBJ: Maintenance Facility Expansion
- DATE: March 26, 2015

Resolution approving the bid and awarding the contract to the low bidder for the Eldridge Maintenance Facility Expansion to Daxon Construction, of Rock Island, IL in the amount of \$2,155,700.00. This resolution authorizes the Board to sign the contract which is included with this packet. A letter from the Architect recommending this contractor is also in the packet. The work for this project was budgeted at \$2,200,000. This bid covers only demolition and construction for this project. Cabling is included only within the new portion of the building. Cabling within the older portion and providing outside connections for IT purposes has a separate budget. Furnishings for the new portions are also covered under another budget item.

Other bids were:

Swanson Construction, Bettendorf, IA	\$2,181,000.00
Valley Construction, Rock Island, IL	\$2,343,923.00

RAFT AIA[°] Document A101[™] - 2007

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of March in the year Two Thousand Fifteen (2015) (In words, indicate day, month and year.)

BETWEEN the Owner: (Name, legal status, address and other information)

Scott County, Iowa 500 W. 4th Street Davenport, IA

and the Contractor: (Name, legal status, address and other information)

Daxon Construction Company 7930 42nd Street W. Suite A Rock Island, IL 61201

for the following Project: (Name, location and detailed description)

Scott County, Iowa the proposed project consists of construction of a 3,800 sq. ft. one story office addition, 2,700 sq. ft. repair bay addition and a new fueling Island.

The Architect: (Name, legal status, address and other information)

Kueny Architect LLC 10505 Corporate Drive Suite 100 Pleasant Prairie WI, 53158

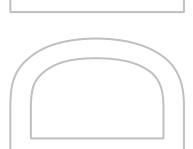
The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



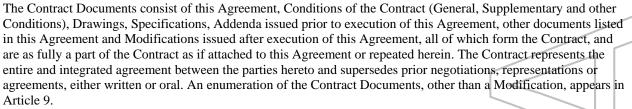
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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS



ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date *will be fixed in a notice to proceed.*)

Upon written notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than N/A (N/A) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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Anticipated completion 8-10 months from date of co	ommencement.
Portion of Work N/A	Substantial Completion Date N/A
, subject to adjustments of this Contract Time as pro (Insert provisions, if any, for liquidated damages real bonus payments for early completion of the Work.)	ovided in the Contract Documents. lating to failure to achieve Substantial Completion on time or for
N/A	
	ect Sum in current funds for the Contractor's performance of the bject to additions and deductions as provided in the Contract
Documents and are hereby accepted by the Owner: (State the numbers or other identification of accepte	alternates, if any, which are described in the Contract ed alternates. If the bidding or proposal documents permit the execution of this Agreement, attach a schedule of such other e when that amount expires.)
« »	
§ 4.3 Unit prices, if any: (<i>Identify and state the unit price; state quantity limit</i>	tations, if any, to which the unit price will be applicable.)
Item	Units and Limitations Price Per Unit (\$0.00)
§ 4.4 Allowances included in the Contract Sum, if ar (Identify allowance and state exclusions, if any, from	
Item	Price
Payment issued by the Architect, the Owner shall m. Contractor as provided below and elsewhere in the C § 5.1.2 The period covered by each Application for F	tted to the Architect by the Contractor and Certificates for ake progress payments on account of the Contract Sum to the Contract Documents. Payment shall be one calendar month ending on the last day of
the month, or as follows:	
N/A	
the Owner shall make payment of the certified amou month. If an Application for Payment is received by	received by the Architect not later than the first day of a month, and to the Contractor not later than the last day of the same the Architect after the application date fixed above, payment 30) days after the Architect receives the Application for within a certain period of time.)
Contractor in accordance with the Contract Docume	on the most recent schedule of values submitted by the ents. The schedule of values shall allocate the entire Contract chedule of values shall be prepared in such form and supported

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by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10%%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final payment is due upon Certificate of Occupancy.

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, *if other than the Architect.*)

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007 [X] Litigation in a court of competent jurisdiction [« »] Other (Specify) « »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

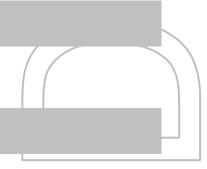
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§ 8.3 The Owner's representative: (Name, address and other information)

Scott County, Iowa 500 W. 4th Street Davenport, IA

§ 8.4 The Contractor's representative: (Name, address and other information)

Daxon Construction Company 7930 42nd Street W. Suite A Rock Island, IL



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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

Change orders must be approved by lender and borrower prior to implementation.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 T	he Supplementary and othe	er Conditions of th	ne Contrac	et:		
	Document N/A	Title		Date		Pages
(Either l	he Specifications: <i>ist the Specifications here o</i> ations for Scott County – D			ed to this Agreeme	nt.)	
	Section	Title	_	Date	_	Pages
(Either l	he Drawings: <i>ist the Drawings here or re</i> ction Set – Dated February		uttached to	o this Agreement.)		
	Number		Title		Date	
§ 9.1.6 T	he Addenda, if any:					
	Number		Date		Pages	
Portions	of Addenda relating to bid	ding requirements	s are not p	art of the Contract	Docume	ents unless the bidding

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the biddin requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201[™]−2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

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.2	Document A201–2007 provides t Instructions to Bidders, sample f	ents that are intended to form part of the that bidding requirements such as adverti forms and the Contractor's bid are not pa a this Agreement. They should be listed h	isement or invitation to bid, rt of the Contract
	N/A		
The Contract A201–2007.	ng requirements, if any, and limits o	urance and provide bonds as set forth in A of liability for insurance required in Artic	
	e of insurance or bond	Limit of liability or bond amount (\$0	.00)
N/. This Agreem	ent entered into as of the day and y	vear first written above.	
OWNER (Sig	gnature)	CONTRACTOR (Signature)	
(Printed na	me and title)	(Printed name and title)	

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KUENY ARCHITECTS, L.L.C.

March 18, 2015

Scott County 500 West 4th Street Davenport IA. 52801 Attn: Jon Burgstrum Re: Scott County Secondary Roads Maintenance Eldridge, Iowa

Dear Jon

Three bids were received on March 16, 2015. Daxon Construction is the low bidder with a Base Bid of \$1,739,000, Alternate bid #1 for the fuel island was \$338,000 and Alternate Bid #2 for the east parking lot was \$78,700 for a total combined bid of \$2,155,700. The second bid was from Swanson Construction. Swanson Construction had a Base Bid of \$1,863,000, Alternate Bid #1 \$222,000 and Alternate Bid #2 was \$96,000 for a total bid of \$2,181,000. Valley Construction was the third bidder with a Base Bid of \$1,883,800, Alternate bid #1 \$382,775 and Alternate Bid #2 was \$76,348 for a total bid of \$2,342,923.

It is Kueny Architects recommendation to award the project to the lowest bidder Daxon Construction from Rock Island, Illinois. Daxon bid is \$25,300 lower than Swanson Construction and is within the project budget. A draft AIA contract has also been provided for the board review.

Very truly yours,

Jon P. Wallenkamp

THE COUNTY AUDITOR'S SIGNATURE CERT	IFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY A	PPROVED BY
THE BOARD OF SUPERVISORS ON	<u> </u>
	DATE

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

March 26, 2015

AUTHORIZATION FOR APPROVAL OF THE BID AND AUTHORIZATION FOR THE CHAIRMAN TO SIGN THE CONTRACT FOR EXPANSION OF THE SCOTT COUNTY MAINTENANCE FACILITY.

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

Section 1. That the bid for the expansion of the Scott County Maintenance

Facility be awarded to Daxon Construction, Rock Island, IL in the

amount of \$2,155,700.00.

AND

That the Chairman of the Board be authorized to sign the contract

for expansion of the Scott County Maintenance Facility.

Section 2. That this resolution shall take effect immediately.



Timothy Huey Director

To: Dee F. Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: March 17, 2015

Re: Waiver of right to appeal the issuance of a final construction permit by the Iowa DNR within 14 days after receipt of the draft permit for Grandview Farms expansion of its confined animal feeding operation located at 12090 and 11872 240th Street.

On March 12th The Board approved the resolution with its determination that the Construction Permit application submitted to the Iowa DNR by Grandview Farms met the requirements of the Master Matrix and recommended issuance of the State construction permit. This was the fifth construction permit application for Grandview Farms expansions that the Board has reviewed for compliance with the requirements of the Master Matrix since 2005. Under Iowa DNR procedures; following notification of the Board's recommendation, the Iowa DNR conducts its own review and notifies the Board of the issuance of a "draft" permit. The Board then has a 14-day window to appeal that issuance. With the previous four reviews, Grandview Farms has requested the Board waive this 14-day review period to allow the DNR to issue the final permit without a two week delay. The Board has approved this waiver with all the previous four applications.

Grandview Farms' request for the Board to again waive this 14 day appeal period is attached as well as a draft of the letter to the DNR.

Item 06 03-24-15

Grandview Farms, Inc.

12090 240th St. Eldridge, IA 52748 563-285-4006 bdittmer13@gmail.com tadittmer@aol.com

March 11, 2015

To: The Scott County Board of Supervisors

Dear Board,

We would like to cordially request the Scott County Board of Supervisors to waive its 14 day right to appeal the DNR's decision after their 30 day review of our construction permit application.

Sincerely yours,

1-

Tom Dittmer President, Grandview Farms

BITHE

Ben Dittmer Vice President, Grandview Farms

Office: (563) 326-8749 Fax: (563) 328-3285 E-Mail: board@scottcountyiowa.com



TOM SUNDERBRUCH, Chair JIM HANCOCK, Vice-Chair CAROL T. EARNHARDT DIANE HOLST BRINSON L.KINZER

March 26, 2015

Mr. Paul Petitti IDNR Field Office #3 Gateway North Mall 1900 North Grand Avenue Spencer, Iowa 51301

DRAFT-DRAFT-DRAFT-DRAFT

Re: Grandview Farms Construction Permit – Facility ID# 59556

Dear Mr. Petitti:

The Scott County Board of Supervisors has reviewed and recommended approval of the Grandview Farms – Home Sow Farm confinement State construction permit. The Board understands that it has the right to appeal the issuance of a final construction permit within 14 days after its receipt of the draft permit under Iowa Code Section 459.304 and Iowa Administrative Rule 567-65.10(7).

After consideration of this matter the Board supports allowing construction to begin as soon as possible. The Board voted unanimously to unconditionally and irrevocably waive its rights to appeal the issuance of the above-referenced construction permit and we would ask that the Iowa DNR issue the final permit to Grandview Farms immediately.

By waiving its rights to appeal the Grandview Farms permit, the Board does not in any way waive its rights to appeal any other confinement construction permits that may be issued by the Iowa DNR to livestock producers in Scott County in the future.

Sincerely,

Tom Sunderbruch, Chair Scott County Board of Supervisors

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES TH	AT
THIS RESOLUTION HAS BEEN FORMALLY APPROVE	D BY
THE BOARD OF SUPERVISORS ON	

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

March 26, 2015

APPROVAL OF WAIVER OF SCOTT COUNTY'S RIGHT TO APPEAL ISSUANCE OF FINAL CONSTRUCTION PERMIT BY THE IOWA DEPARTMENT OF NATURAL RESOURCES FOR THE EXPANSION OF GRANDVIEW FARMS CONFINED ANIMAL FEEDING OPERATION

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

- Section 1. The Scott County Board of Supervisors has recommended that the Iowa Department of Natural Resources (DNR) approve a State construction permit to Thomas Dittmer, dba Grandview Farms, Inc for the construction of additional confined animal feeding operation buildings at 12090 240th Street in unincorporated Scott County.
- Section 2. The Scott County Board of Supervisors reviewed the construction permit application and the manure management plan and determined that both appeared to be in compliance with the requirements of the Master Matrix, Iowa Code Section 459 and Iowa DNR rules and recommended approval of said application on March 12, 2015.
- Section 3. The Scott County Board of Supervisors hereby waives its right to appeal the issuance of the final permit within the fourteen (14) day limit from the time of receipt of notice of the issuance of the draft permit
- Section 4. The Scott County Board of Supervisors encourages the Iowa DNR to issue the Final Permit as soon as possible.
- Section 5. The Scott County Board of Supervisors authorizes the Board Chairman to notify the Iowa DNR of this waiver.
- Section 6. This resolution shall take effect immediately.



Item 07

03-24-15

Timothy Huey Director

To: Dee F Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: March 17, 2015

Re: A request by Tim Hobkirk for approval of the Final Plat of Lot 1 and 2 of Hobkirk's First Addition, being a Re-plat of Outlot 3 of Hamilton's 1st Addition, Part of the SW¹/₄ SE¹/₄, Section 30 of Princeton Township, a proposed two (2) lot residential subdivision, located north of 270th Street and west of Levi Lane

The Planning Commission unanimously recommended approval of this Final Plat in accordance with staff's recommendation. The applicant submitted a sketch plan for this subdivision that the Planning Commission reviewed last December. This Final Plat incorporates the recommended changes from that sketch plan review.

The applicant was present at the Planning Commission meeting to speak on behalf of the request. There were no other public comments. All of the conditions of the Planning Commission's recommendation for approval of this Final Plat have been met prior to this plat being submitted to the Board of Supervisors for its approval.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the Final Plat of Hobkirk's 1st Addition.



STAFF REPORT

February 17, 2015



Applicant:	Tim Hobkirk
Request:	Approval of the Final Plat of Hobkirk's First Addition, a two (2) lot minor subdivision
Legal Description:	Lot 1 and 2 of Hobkirk's First Addition, being a Re-plat of Outlot 3 of Hamilton's 1 st Addition, Part of the SW ¹ / ₄ SE ¹ / ₄ , Section 30 of Princeton Township
General Location:	North of 270 th Street and west of Levi Lane
Existing Zoning:	Single-Family Residential (R-1)
Surrounding Zonin	g:
North:	Single-Family Residential (R-1)
South:	Ag-Preservation (A-P)
East:	Single-Family Residential (R-1)

- West: Ag-Preservation (A-P)
- **GENERAL COMMENTS:** The Planning Commission recommended approval of a Sketch Plan for this subdivision at the December 16, 2014 meeting. That approval allows for consideration of this Final Plat, which would further subdivide an existing tract into two new lots. The property is zoned R-1 and approval of this subdivision would create an additional development right for a single-family house. The existing tract is known as Outlot 3 of Hamilton's 1st Addition, which is a seven (7) lot residential subdivision platted in 1980. Outlot 3 is the largest of the seven lots at 16 acres in size. 270th Street runs adjacent to the subdivision and is a gravel road maintained to County standards. The lots within the subdivision are accessed via a private drive known as Levi Lane which, while also gravel surfaced, is privately maintained and to a lesser standard that 270th Street. The County does not typically approve residential subdivisions having gravel road access, however this subdivision was platted and recorded prior to the County's adoption of such land use policies. Access to both proposed lots would come from the existing private road, Levi Lane. All of the lots within this subdivision are zoned Single-Family Residential (R-1), while the surrounding farmland is zoned Ag Preservation (A-P).
- **STAFF REVIEW:** Staff has reviewed this request as a minor subdivision plat. The Subdivision Regulations allow a plat to be reviewed as minor if it creates less than five (5) lots and does not involve the extension of any new streets. This plat would comply with those requirements, since both proposed lots have frontage and access to an existing private road, and only two (2) additional lots are being created.

In 2013 staff made the determination that even though Outlot 3 was platted as an outlot, typically indicating a reservation for open space or some other undeveloped use, the subsequent adoption of the R-1 zoning regulations in 1981 conferred a development right





for a single-family residence on this 16 acre parcel. Approval of this Plat would split this parcel into two lots, being approximately 7 and 8 acres respectively. The split would allow for the construction of two new single-family homes, where the previously 16 acre parcel reserved only one development right. The Planning Commission approved the Sketch Plan for this property back on December 16, 2014 with the following conditions – 1) That the plat be amended to show a road easement 40 feet in width centered on the existing road known as Levi Lane, 2) That an easement for the portion of Levi Lane that crosses the adjacent Lot 4 of Hamilton's 1st Addition be recorded, 3) A restrictive covenant be recorded that prohibits any future re-subdivision of these two lots and also waives the right to file nuisance suits against adjacent agricultural operations, and 4) A note be placed on the Final Plat stating that Outlots A and B are not created for individual development purposes, but may only be developed in conjunction with an adjacent property. The Planning Commission's approval of a sketch plan application is an indication that they would favorably consider a final plat incorporating any recommended changes from the sketch plan review.

In the course of reviewing the Sketch Plan for this development staff identified and brought to the applicant's attention that the majority of Levi Lane was not constructed within the platted road easement. It would appear that this is a long standing situation and likely has been the case since this subdivision was platted. The conditions for approval of the Sketch Plan addressed this issue by requiring a new easement be recorded over the existing road, and also ensuring that the easement is legally established across Lot 4. Any portion of the original easement not utilized may be vacated following the recording of this Plat.

The Planning Commission's recommendation for approval of the Sketch Plan was, in part, based on the fact that the two new lots would both obtain access via Levi Lane and not from 270th Street. The Commission determined Levi Lane and 270th Street are adequate to handle the traffic associated with an additional single-family dwelling. The condition prohibiting any future re-subdivision of these lots would prevent any further development rights from being created.

The County Health Department and Secondary Roads Department were re-notified of the Final Plat submittal, but had no new comments. During the Sketch Plan review the Health Department commented that any site grading should be minimized to ensure that adequate conditions exist for onsite well and septic systems. The County Engineer did not have any comments or concerns with this plat, as Levi Lane is an established private road, and one additional development right would produce little additional traffic.

In accordance with the Subdivision Ordinance staff notified adjacent property owners within five hundred feet (500') of the Sketch Plan meeting, and many attended that meeting back in December. None, however, objected to the request. For minor subdivision plats, neighbors are not re-notified of a final plat submittal.



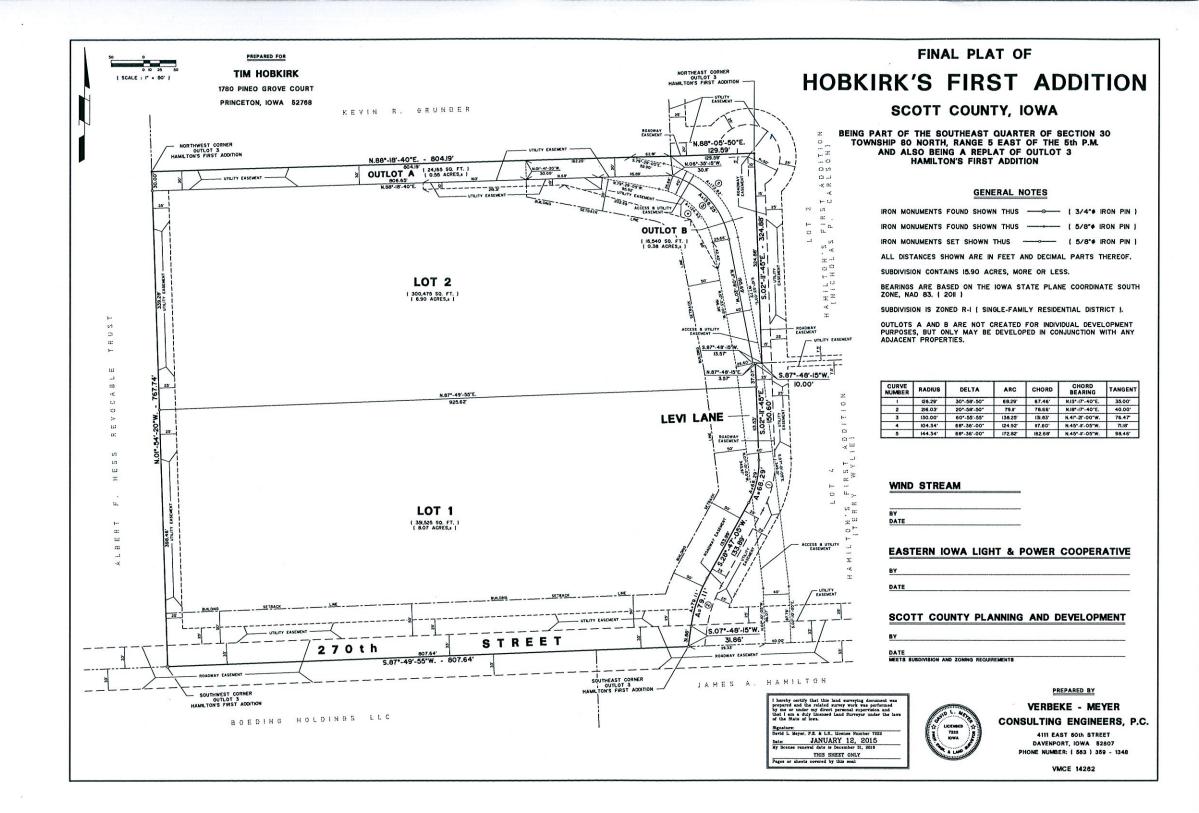
February 17, 2015

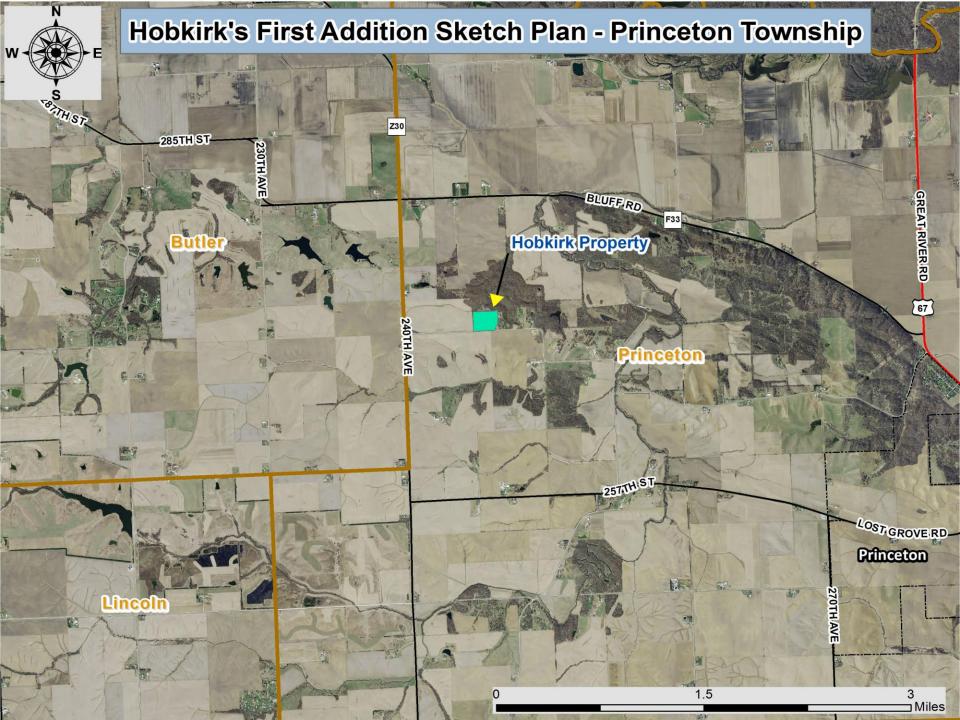


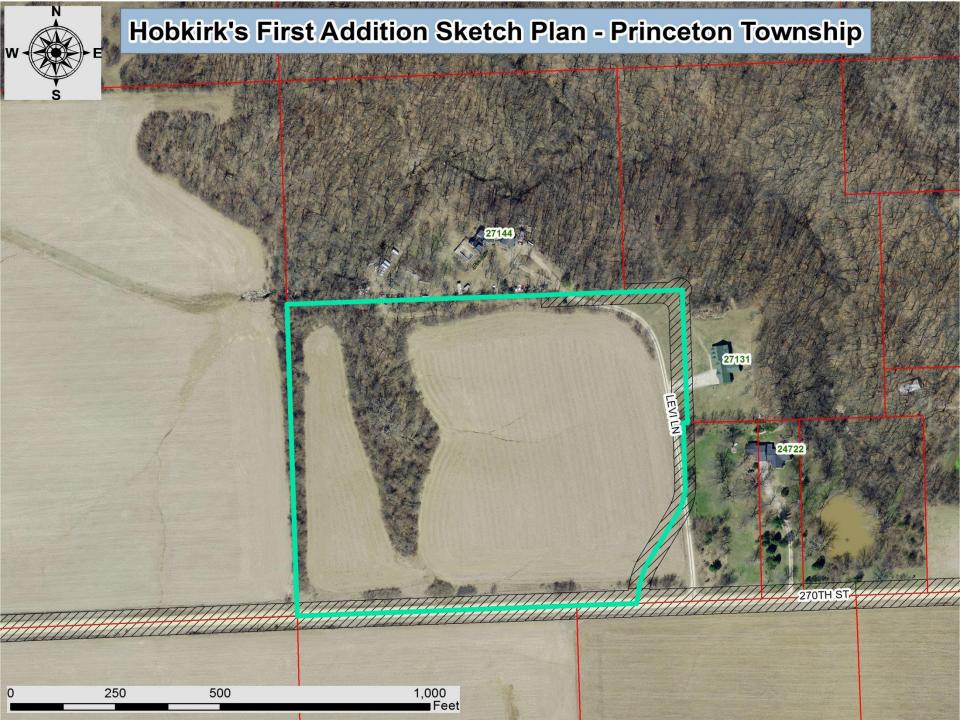
<u>RECOMMENDATION:</u> Staff recommends that the Final Plat of Hobkirk's First Addition be approved with the following conditions:

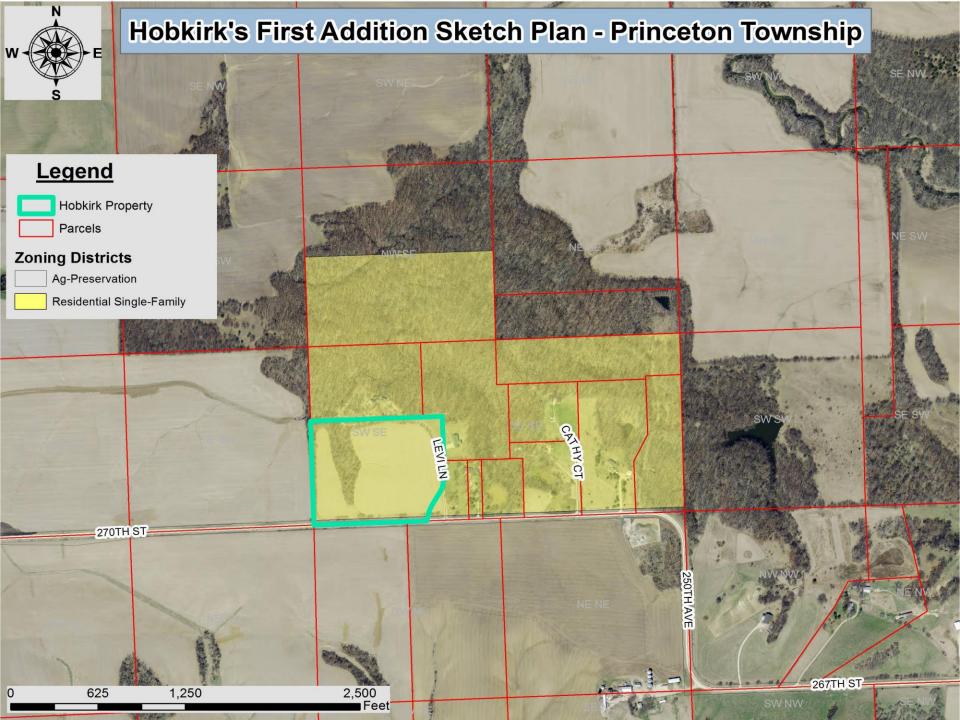
- 1. The following, previously recommended, conditions be satisfied prior to consideration of this Final Plat by the Board of Supervisors:
 - a. Staff receive a signed copy of the easement for the portion of Levi Lane crossing Lot 4 of Hamilton's 1st Addition
 - b. Staff receive a signed copy of the restrictive covenant prohibiting any future re-subdivision of these two lots
 - c. Staff receive a signed copy of the Ag nuisance waiver covenant

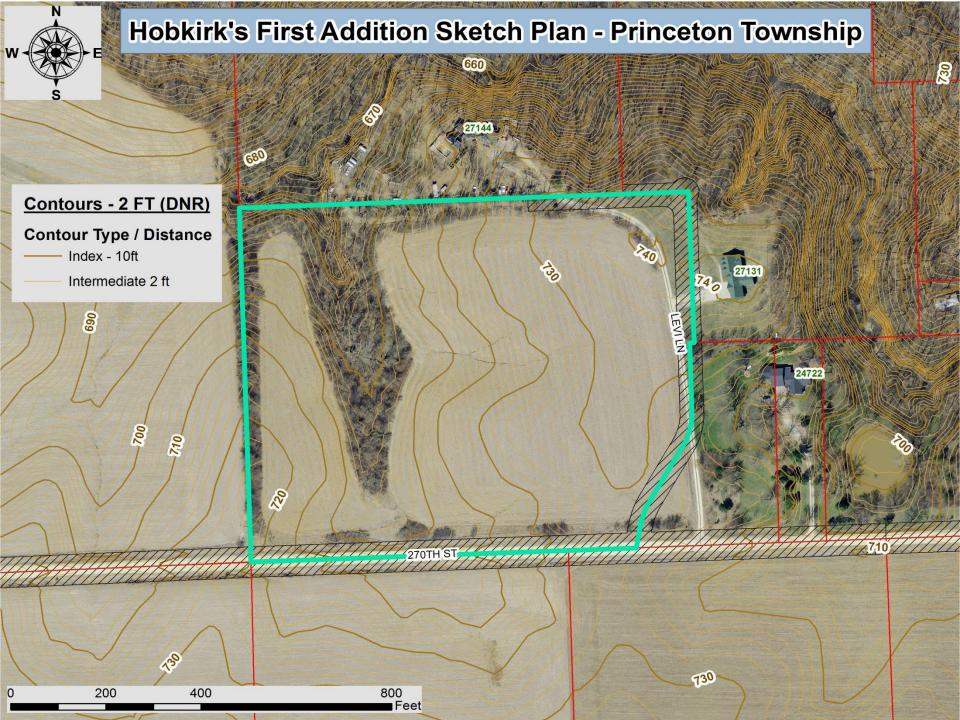
Submitted by: Planning Staff February 10, 2015























CERTIFICATE OF APPROVAL BY SCOTT COUNTY

I, Tom Sunderbruch, Chairman of the Scott County Board of Supervisors, do hereby certify that said Board adopted a Resolution on March 26, 2015 in which it approved the Final Plat of **Hobkirk's First Addition** as follows:

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

- Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has, on this 26th day of March 2015, considered the Final Plat known as Hobkirk's First Addition. Said Plat is a subdivision being part of the SE¹/₄ of Section 30 Township 80 North, Range 5 East of the 5th Principal Meridian (and also being a replat of Outlot 3 Hamilton's First Addition, Scott County, Iowa. The Scott County Board of Supervisors, having found said Plat to be in substantial compliance with the provisions of Chapter 354, <u>Code of Iowa</u>, and the Scott County Subdivision and Zoning Ordinances, does hereby approve the Final Plat of Hobkirk's First Addition.
- **Section 2**. The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.
- Section 3. This Resolution shall take effect immediately.

Signed this 26th day of March, 2015

SCOTT COUNTY, IOWA

BY: _____ Tom Sunderbruch, Chairman

ATTESTED BY: _____

Roxanna Moritz, Auditor

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

March 26, 2015

APPROVING THE FINAL PLAT OF HOBKIRK'S FIRST ADDITION

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

- Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has, on this 26th day of March 2015, considered the Final Plat known as Hobkirk's First Addition. Said Plat is a subdivision being part of the SE¹/₄ of Section 30 Township 80 North, Range 5 East of the 5th Principal Meridian (and also being a replat of Outlot 3 Hamilton's First Addition, Scott County, Iowa. The Scott County Board of Supervisors, having found said Plat to be in substantial compliance with the provisions of Chapter 354, <u>Code of Iowa</u>, and the Scott County Subdivision and Zoning Ordinances, does hereby approve the Final Plat of Hobkirk's First Addition.
- **Section 2.** The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.
- Section 3. 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

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

March 26, 2015

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Rebecca Svetlick for the position of Correction Officer Trainee in the Sheriff's Office at the entry level rate.

Section 2. The hiring of Dawn Maynard for the position of Correction Officer Trainee in the Sheriff's Office at the entry level rate.



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

March 16, 2015

To: Dee F. Bruemmer

From: Lori A. Elam

Re: Approval of Tax Suspension Request

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

REQUESTED TAX SUSPENSION:

Valorie Anderson 1335 West 13th Street Davenport, IA 52804

Suspend: The second half of the 2013 property taxes, due March 2015 in the amount of \$591.00.

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

March 26, 2015

SUSPENDING THE SECOND HALF OF THE 2013 PROPERTY TAXES DUE MARCH 2015 FOR VALORIE ANDERSON, 1335 WEST 13TH STREET, DAVENPORT, IOWA, PARCEL: H0025-31 IN THE AMOUNT OF \$591.00.

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

- Section 1. The second half of the 2013 property taxes due March 2015 for Valorie Anderson, 1335 West 13th Street, Davenport, Iowa, Parcel: H0025-31 in the amount of \$591.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes 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.

SCOTT COUNTY JUVENILE DETENTION CENTER 500 West 4th Street Davenport, Iowa 52801

Ph: (563) 326-8687 Fax: (563) 328-3207 www.scottcountyiowa.com E-Mail: jkaiser@scottcountyiowa.com



MEMORANDUM

Date: 03/16/2015 To: Scott County Administration and Board of Supervisors RE: GPS Monitoring Program

New Program Description

Over the course of the next few years, the Scott County Juvenile Detention Center has the opportunity to evolve into more than just a building, but rather an array of detention services. The first of these services that was successfully implemented is the In Home Detention Program. The next program we would like to implement is a GPS monitoring program.

GPS monitoring programs involve community-based supervision, utilizing GPS monitoring technology in the form of an ankle bracelet. These programs are designed for higher risk juveniles than juveniles referred for in home detention. Within our current staff team, a Detention Youth Counselor will be assigned to facilitate a contract with the juvenile, which outlines certain requirements. Most often times these requirements involve having the juvenile stay within the home at all times, unless at work or school. If the juvenile agrees to follow the guidelines within the contract and the court agrees it is in their best interest, they will be released from detention and supervised in the community. The counselor will supervise the juvenile and report to the court any progress towards goals and adherence to the contract, until the child has met their desired outcome or is unable to abide by the contract.

Benefit to Community- Measurement

The desired result is a more appropriately-served juvenile population and decreased detention usage. Research has shown that lowering juvenile detention populations results in improved public safety and lowered detention cost. Juveniles will also be able to attend their home school and continue working.

Capital Costs- This program will incur no capital costs as it is primarily performed in the community.

Offsetting Revenue

On-going operating expenses for the IHD program will be off-set through revenue from the local Juvenile Court Services Office, on a per diem basis. Scott County Juvenile Detention will charge \$10.06 per ¼ hour contact. Juvenile Court Services will also cover the electronic equipment rental cost (\$2.50 per bracelet, per day). The budget worksheet is attached for your review. Due to the small scope of this program, the initial costs can be supported through the Detention Center's FY15 budget. Programming can begin upon approval from the Scott County Board of Supervisors.

Jeremy Kaiser, Director

Scott County Juvenile Detention

Item 10 03-24-15

GPS Monitoring Program- Annual Budget

Incremental Revenue and Expenses

<u>Revenue</u> Offender Revenue	Tot \$		\$2. unit	harge .50 per per day ,738.00	ariable Per contact 10,985.52	 \$10.06 revenue per contact 3 contacts per day 7 days per week 52 operating weeks per year 	* 3 client case lo
Expenses							
Rental of equip (3 ankle bracelets)		2,738.00		,738.00	-		
Staff compensation (1 hour per day)	\$	-	\$	-	\$ 6,158.88		
FICA	\$	471.15	\$	-	\$ 471.15		
IPERS	\$		\$	-	\$ 549.99		
Monitoring fee (3 client avg)	\$	2,190.00	\$	-	\$ 2,190.00		
Bonus Pay	\$	-	\$	-	\$ -		
Health Insurance	\$	615.89	\$	-	\$ 615.89		
Shift Differential	\$	123.18	\$	-	\$ 123.18		
Furniture/equipment	\$	-	\$	-	\$ -		
Program Supplies	\$	-	\$	-	\$ -		
Office supplies	\$	152.88	\$	-	\$ 152.88		
Telephone	\$	226.59	\$	-	\$ 226.59		
Mileage	\$	490.00	\$	-	\$ 490.00		
Total Expenses	\$	13,716.56	\$ 2	,738.00	\$ 10,978.56		
Net Income	\$	6.96	\$	-	\$ 6.96		

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Staff would call to check in one time per day for a 15 minute phone call. Contact = 1/4 hour (15 minute) increment