

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
April 4 - 8, 2016

Tuesday, April 5, 2016

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

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

Facilities & Economic Development

- ___ 2. Purchase of precast cement concrete beams for Bridge Project in Hickory Grove Township. (Item 2)
- ___ 3. Purchase of new road signs to conform with Federal Highway Administration regulations. (Item 3)
- ___ 4. Purchase of security sytem for I.D. card access at Secondary Roads Facility. (Item 4)
- ___ 5. Consideration of Planning & Zoning Commission's recommendation on the final draft of the proposed Comprehensive Plan Chapter 2 amendments. (Item 5)
- ___ 6. Consideration of Planning & Zoning Commission's recommendation on the Zoning Ordinance revisions. (Item 6)
- ___ 7. Bids for Sheriff Patrol Headquarters, Construction Testing Services. (Item 7)

Human Resources

- ___ 8. Discussion of "uniform" costs. (Item 8)
- ___ 9. Request for unpaid leave of absence. (Item 9)
- ___ 10. Discussion of request to overfill the Payroll Specialist's position in Auditor's Office. (Item 10)

Finance & Intergovernmental

- ___ 11. Purchasing new in-car video system and body camera system. (Item 11)
- ___ 12. Electronic Content Management agreement. (Item 12)
- ___ 13. Sale of Pine Knoll property, 2504 Telegraph Road to Vera French. (Item 13)
- ___ 14. 2016 Slough Bill exemption requests. (Item 14)

- ___ 15. Request to correct a scriviner's error in resolution from December 4, 2014. (Item 15)
- ___ 16. Third and final reading of an ordinance amending Chapter 3 "Appointed Officers and Departments of the Scott County Iowa Code. (Item 16)
- ___ 17. Implementation status of Addendum to Scott County Forensic Investigation. (Item 17)

Other Items of Interest

- ___ 18. Board appointments. (Item 18)
- ___ 19. Petition for a compensation commission to determine damages arising from the repair of pipeline. (Item 19)
- ___ 20. April 2016 - National County Government Month "Safe and Secure Counties". (Item 20)
- ___ 21. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, April 7, 2016

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

Friday, April 8, 2016

**Special Board Meeting - 12:00 pm
Conference Room 605, 6th Floor, Administrative Center**

SCOTT COUNTY ENGINEER'S OFFICE

950 E Blackhawk Trail
Eldridge IA 52748

(563) 326-8640
FAX – (563) 328-4173
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 LUENSMANN
Administrative Assistant

MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Bridge Project L217--73-82

DATE: March 29, 2016

Resolution approving the purchase of precast Portland cement concrete beams for construction of a 38' by 31'-2 bridge over a Tributary to Mud Creek in Section 3 of Hickory Grove Township, in Scott County, Iowa. The following quotes were received:

Oden Enterprises, Inc. out of Wahoo, NE: \$56,743.42

Forterra Concrete Products, Inc. out of West Des Moines, IA: \$56,750.00

This is a Day Labor bridge replacement project that will be built by Secondary Roads forces. The current bridge is posted for weight restrictions. This project is in the FY2016 Construction Program.

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

April 7, 2016

AUTHORIZATION TO PURCHASE PRECAST PORTLAND CEMENT CONCRETE BEAMS
FOR CONSTRUCTION OF 38' BY 31'-2 BRIDGE, Project L-217--73-82.

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

Section 1. That the purchase of precast Portland Cement
Concrete beams be awarded to bidder, Oden Enterprises,
Inc., Wahoo, NE in the amount of \$56,743.42.

The beams will be used to construct a 38' by 31'-2
bridge located on 97th Avenue over a Tributary to Mud
Creek in Section 3 of Hickory Grove Township.

Section 2. That this resolution shall take effect
immediately.

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BECKY LUENSMANN
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MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Purchase of New Road Signs

DATE: April 7, 2016

A resolution approving the purchase of new street and avenue signs. The FHWA has changed the requirements the size of the letters and changing the legend to upper and lower case letters for street and avenue signs. Iowa Prison Industries is having a special rate for the new high intensity signs.

The quote from Iowa Prison Industry is \$40,112.69. We are ordering a total of 401 signs. By purchasing now there is a savings of \$3,106.56 during the promotion. This purchase will require an amendment to the signs line item in the May Budget amendment. The money will come from our fund balance, which is currently high (40-50%) due to the increased motor vehicle tax.

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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 7, 2016

APPROVAL OF THE PURCHASE OF NEW SIGNS
TO CONFORM TO FHWA REGULATIONS.

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

Section 1. That the purchase of new signs in the amount of \$40,112.69 from Iowa Prison Industries, Anamosa, IA be approved.

Section 2. That this resolution shall take effect immediately.

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MEMO

TO: Dee F. Bruemmer
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Nightwatch Security Quote for Shop Expansion

DATE: April 7, 2016

A resolution approving the purchase of a security system for ID card access for gates and doors at the Secondary Roads Facility from Nightwatch Security.

| | |
|----------------------------|----------|
| Card Access for New Office | \$ 4,310 |
| Outside Shop Doors | \$ 1,690 |
| Card Access on Gates | \$20,890 |

Total costs for the door and gate security is \$26,890.00.

Nightwatch is the company that is used for security at the downtown campus as well as fire alarm monitoring. The dollars for this project are in the FY16 Budget for Buildings and Grounds. The existing gate for our facility will be used but motors to open the gates and card access need to be added so other departments can access the fueling station after hours. The door access wiring and readers are included in the building contract but the software and powered latches are not.

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 7, 2016

APPROVAL OF THE PURCHASE OF THE NIGHTWATCH SECURITY SYSTEM
FOR ID CARD ACCESS AT THE SECONDARY ROADS FACILITY.

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

Section 1. That the approval for the purchase of the ID
card access security system to include: card access for
shop office (\$4,310.00), outside doors (\$1,690.00)and
card access on gates (\$20,890.00)for a total cost of
\$26,890.00 from Nightwatch Security be approved.

Section 2. That this resolution shall take effect
immediately.

PLANNING & DEVELOPMENT

500 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyiaowa.com

Office: (563) 326-8643

Fax: (563) 326-8257



Item 05
04-05-16

Timothy Huey
Director

To: Dee F. Bruemmer

From: Timothy Huey, Planning & Development Director

Date: March 29, 2016

Re: Consideration of Planning and Zoning Commission's Recommendation on the Final Drafts of both the proposed Comprehensive Plan Chapter Two Amendments and Zoning Ordinance revisions.

Since September, 2014 the Planning Commission has been working on revisions to both the Comprehensive Plan and a total review and re-write of the Zoning Ordinance. On January 12, 2016 the Planning and Zoning Commission held a public hearing on both the proposed Comprehensive Plan amendments and Zoning Ordinance Revisions.

Comprehensive Plan Amendments:

The proposed amendments to Chapter Two of the Comprehensive Plan: *Vision, Goals and Objectives* are intended to provide the rationale for an Industrial Floating Zone. The proposed Industrial Floating Zone criteria require that prior to an area currently zoned "Agricultural-Preservation" being rezoned to "Industrial Floating" that sufficient and complete information is provided showing compliance with those criteria and design standards.

Approval of these amendments allows such a development to be considered. It does not mean any particular project would be approved. Such proposals are anticipated to be exceedingly rare and any proposal would be evaluated on the parameters and standards as addressed in the Comprehensive Plan amendments and the I-F Zoning regulations. To be considered under these provisions a project would have to show significant economic impact and demonstrate why it could not locate within city limits.

Zoning Ordinance Amendments:

The Planning Commission has extensively reviewed the Zoning Ordinance section by section. The most significant change in the proposed zoning ordinance revision is the creation of an Industrial Floating Zone to allow Scott County to be in the position to consider a significant large scale industrial development proposal, if deemed appropriate, and such a development needed to be located in rural Scott County. The other revisions are intended to clarify, organize and streamline these regulations.

The Board of Supervisors held a public hearing on both the Comp Plan amendments and the Zoning Ordinance revisions. The Board can now consider a resolution approving the Comprehensive Plan Amendment. Approval of the Revised Zoning Ordinance will require three readings of the ordinance. Even though many sections are not being changed, approval of the new ordinance will include the repeal of the existing zoning ordinance and the adoption of the complete revised ordinance.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
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THE BOARD OF SUPERVISORS ON _____
DATE _____

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
April 7, 2016

**ADOPTING REVISIONS TO CHAPTER 2 OF THE SCOTT COUNTY COMPREHENSIVE
PLAN AND REPEALING AND REPLACING CHAPTER 6 OF THE SCOTT COUNTY CODE
IN ACCORDANCE WITH THE RECOMMENDATION OF THE SCOTT COUNTY PLANNING
AND ZONING COMMISSION**

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

Section 1. The Scott County Planning and Zoning Commission held a public hearing on January 12, 2016 to consider revisions to Chapter 2 of the Scott County Comprehensive Plan and the repeal and replacement of Chapter 6 of the Scott County Code to clarify certain definitions, procedures, and regulations of and within certain zoning districts, and to allow for the creation of an Industrial Floating Zone district.

Section 2. The Scott County Planning and Zoning Commission also had a joint meeting with the Scott County Board of Adjustment and the Board of Supervisors on October 6, 2015 to discuss the revisions to the Comprehensive Plan and proposed Chapter 6 of the Scott County Code.

Section 3. As stated when it was originally adopted in 2008, the Comprehensive Plan is not intended to be a static document but an active and dynamic Plan that will be regularly reviewed and updated. The proposed Comprehensive Plan amendments are intended to provide the rationale, purpose, and criteria for the creation of an Industrial Floating Zone.

Section 4. The 2008 Comprehensive Plan also recommends regular review of the Zoning and Subdivision Ordinances to ensure compliance with the adopted plan. The intent of repealing and replacing Chapter 6 of the Scott County Code is to ensure the Zoning Ordinances are in compliance with the revised Comprehensive Plan, and to clarify, organize, and streamline the regulations therein.

Section 5. The Board of Supervisors held its own public hearing on the revisions to the Comprehensive Plan and repeal and replacement of Chapter 6 of the Scott County Code on March 24, 2016.

Section 6. The Board of Supervisors hereby adopts the revisions to Chapter 2 of the Scott County Comprehensive Plan and the repeal and replacement of Chapter 6 of the Scott County Code.

Section 7. This resolution shall take effect immediately.

SCOTT COUNTY ORDINANCE NO. 16-

AN ORDINANCE TO REPEAL CHAPTER 6 OF THE SCOTT COUNTY CODE AND ADOPT A NEW CHAPTER 6 WHICH INCLUDES REGULATIONS TO ALLOW THE CREATION OF AN INDUSTRIAL FLOATING ZONE DISTRICT; REVISED DESCRIPTIONS OF THE GENERAL INTENT OF SOME ZONING DISTRICTS; CHANGES TO THE PERMITTED, ACCESSORY, AND SPECIAL USES PERMITTED IN SOME ZONING DISTRICTS; CLARIFICATION OF REGULATIONS FOR COMMUNITY AREA DEVELOPMENTS IN RURAL SCOTT COUNTY; AND CHANGES TO THE AREA, SETBACK, AND HEIGHT RESTRICTIONS OF PARTICULAR ZONING DISTRICTS

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

Section 1. Repeal all of Chapter 6, SCOTT COUNTY CODE, 2012.

Section 2. Adopt a new Chapter 6, SCOTT COUNTY CODE, which reads as follows:

Chapter 6
ZONING FOR UNINCORPORATED AREAS

- 6-1. **TITLE**
- 6-2. **SCOPE AND PURPOSE**
- 6-3. **INTERPRETATION OF STANDARDS**
- 6-4. **FARM EXEMPTIONS**
- 6-5. **DEFINITIONS**
- 6-6. **GENERAL REGULATIONS AND PROVISIONS**
- 6-7. **NON-CONFORMING USES**
- 6-8. **ESTABLISHMENT OF DISTRICTS AND DISTRICT BOUNDARIES**

ZONING DISTRICT REGULATIONS

- 6-9. "A-P" Agricultural-Preservation District.
- 6-10 "A-G" Agricultural-General District
- 6-11. "A-CSF" Agricultural-Commercial Service Floating District
- 6-12. "R-1" Single-Family Residential District
- 6-13. "R-2" Multi-Family Residential District
- 6-14. "CAD-R" Community Area Development Residential District
- 6-15. "CAD-PV" Community Area Development Park View Commercial District
- 6-16. "C-1" Neighborhood Commercial District
- 6-17. "C-2" Commercial and Light Industrial District
- 6-18. "I" Industrial District
- 6-19. "I-F" Industrial Floating District
- 6-20. "SW-F" Solid Waste Disposal Site Floating District

- 6-21. GENERAL PROVISIONS OF THE FLOODWAY, FLOODWAY FRINGE, AND FLOODPLAIN OVERLAY DISTRICTS
- 6-22. "FW" Floodway Overlay District
- 6-23. "FF" Floodway Fringe Overlay District
- 6-24. "GF" General Flood Plain Overlay District
- 6-25. **MOBILE HOME PARK REGULATIONS**
- 6-26. **TRAVEL TRAILER PARK REGULATIONS**
- 6-27. **OFF STREET VEHICULAR PARKING REQUIREMENTS**
- 6-28. **SIGN AND BILLBOARD REGULATIONS**
- 6-29. **SITE PLAN REVIEW**
- 6-30. **ZONING BOARD OF ADJUSTMENT PROCEDURES**
- 6-31. **ZONING AMENDMENT PROCEDURES**
- 6-32. **COMMUNITY AREA DEVELOPMENT ADMINISTRATION**
- 6-33. **ZONING ADMINISTRATOR DUTIES**
- 6-34. **OCCUPENCY PERMITS**
- 6-35. **MUNICIPAL INFRACTION**
- 6-36. **VALIDITY AND SEVERABILITY**

6-1. TITLE

This Chapter of the Scott County Code shall be known as the Zoning Ordinance for Unincorporated Scott County.

6-2. SCOPE AND PURPOSE

Except as may be hereinafter specified, no land, building, structure, or premises, hereafter shall be used and no structure may be located, constructed, extended, converted, structurally altered or otherwise developed without full compliance with the terms of this Ordinance.

This Ordinance is hereby amended to carry out the objectives and policies of the Scott County Comprehensive Plan, 2008 with approved addendums and amendments, and Code of Iowa, Chapter 335 County Zoning, (2015). The more specific purposes of this Ordinance are to implement the Comprehensive Plan and to preserve the availability of agricultural land; to protect farming operations; to promote the protection of soil from wind and water erosion; to encourage sound economic development including the creation of employment opportunities and the growth of the County tax base; to encourage efficient urban development patterns; to promote energy conservation and the reasonable access to solar energy; to protect the health, safety, and the general welfare; to conserve property values and protect property rights; to conserve and protect our other natural resources; and to encourage the most appropriate use of land throughout the County.

6-3. INTERPRETATION OF STANDARDS

In the interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements. Where this Ordinance imposes a greater restriction than is imposed or required by other provisions of law or by other rules, regulations, or restrictive covenants, the provisions of this Ordinance shall control.

All provisions of this Zoning Ordinance are intended to comply the terms, regulations and restrictions of the Code of Iowa, Chapter 21 Open Meeting Law, (2015).

For the purposes of this Ordinance, certain terms and words are hereby defined in Section 6-5. Words used in the present tense shall include the future, the singular number shall include the plural, and the plural number includes the singular; the words "shall," "must," and "will" are mandatory, the word "may" is permissive; the word "person" includes an individual, firm association, organization, partnership, trust, company, or corporation; the words "used" or "occupied" include the words "intended," "designed," or "arranged" to be used or occupied."

6-4. FARM EXEMPTIONS

- A. Except to the extent required to implement Sections 6.21 through 6-24 (Floodplain Regulations), no regulation adopted under the provisions of this Ordinance shall be construed to apply to farm land, farm houses, farm barns, farm outbuildings, or other buildings or structures which are primarily adapted, by reason of nature and area for use for agricultural purposes, while so used.
 - (1) Agricultural buildings and land uses are not exempt from complying with any Federal, State, or local regulations concerning developing, depositing, or excavating in or on the designated Scott County Floodplain.
 - (2) It shall be the responsibility of any person or group claiming that certain property or buildings are entitled to exemption on the basis of this Section to demonstrate that the property and buildings are primarily adapted and used for agricultural purposes in accordance with the policies for determining such exemption established by the Scott County Comprehensive Plan.

- B. A special exemption applies to certain matters regulated by the Iowa Utility Board. The exemption from complying with the ordinance applies to franchised electric transmission and gas/commodity pipe lines and associated structures and equipment. Exempted franchised utilities are urged to comply voluntarily with the zoning requirements and Scott County Land Use Policies. This exemption does not include communications towers for telephone, cellular, and cable television companies, and other public and private towers as referenced in Section 6-9 D.(1) herein below.

6-5 DEFINITIONS

- 1. **ACCESSORY BUILDING:** A structure which is secondary or subordinate to the principal building on the same lot or tract and used for a permitted accessory use.
- 2. **ACCESSORY PERMITTED USE:** An activity which is secondary or subordinate to the principal use on the same lot or tract and serving a purpose customarily incidental to the use of the principal building or use of land.
- 3. **ADULT:** As used in this Ordinance, refers to persons who have attained the age of at least eighteen (18) years.

4. **ADULT BOOKSTORE:** An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other periodicals which are distinguished or characterized by their emphasis on matter depicting or describing or relating to "Specified Sexual Activities" or "Specified Anatomical Areas", (as defined below) or an establishment with a segment or section devoted to the sale or display of such material.
5. **ADULT MOTION PICTURE THEATER:** An enclosed building used predominately for presenting motion pictures, slides, or photographic reproductions distinguished or characterized by an emphasis on matters depicting, describing, or relating to "Specified Sexual Activities" or "Specified Anatomical Areas", (as defined herein) for observation by persons compensating the business therein.
6. **AGRICULTURE:** See Farming.
7. **BASEMENT:** A story having more than one-half (1/2) of its height below the average grade surrounding the building. A basement is not counted as a story for height regulation purposes. See also "lowest floor" definition for flood plain requirements.
8. **BED AND BREAKFAST HOME:** A private residence which provides lodging and meals for transient guests, in which the host or hostess resides and in which no more than four guest families are lodged at the same time and which, while it may advertise and accept reservations, does not hold itself out to the public to be a restaurant, hotel or motel, does not require reservations and serves food only to overnight guests and operates in compliance with applicable Iowa Code.
9. **BILLBOARD:** Any structure or portion of a building used for the display of advertising of a business or attraction which is not conducted on the premises upon which said billboard is located. Such off-premise advertising includes painted exterior walls with pictures, words, or logos and electronic message boards.
10. **BUILDING:** Any structure designed or intended for the support, enclosure, shelter or protection of persons, animals, or property, including mobile homes, but not including signs or billboards.
11. **BUILDING, HEIGHT OF:** The vertical distance from the average natural grade to the highest point of a flat roof, or the deck line of a mansard roof, or the average height of highest gable of a pitch or hip roof.
12. **BUILDING OFFICIAL:** The individual designated by the Board of Supervisors to review and inspect new construction and enforce the Scott County International Construction Codes.
13. **BULK STORAGE PLANT:** That portion of property where hazardous or flammable liquids or gases are received by pipeline, tank cars, or tank vehicles, and are stored in bulk above the ground for the purpose of distributing such liquids or gases, where the aggregate capacity of all storage on the property exceeds twelve thousand (12,000) gallons.
14. **BUSINESS OR COMMERCIAL:** When used in this Ordinance, the term refers to engaging in the purchase, sale, or exchange of goods or services, or the operation of offices, services, recreational or amusement enterprises.

15. **CELLAR:** A portion of a building below the lowest floor which is not used for habitation. It may be a crawl space or storage space, if it complies with the Scott County Construction Codes. A cellar is not counted as a story for height regulation purposes. See also "lowest floor" definition for flood plain requirements.
16. **CHANNEL:** A natural or artificial watercourse of perceptible extent, with a definite bed and banks to confine and conduct continuously or periodically flowing water. Channel flow is that water which is flowing within the limits of a defined channel.
17. **CLINICS:** A building or buildings used by any licensed professionals, such as physicians, lawyers, counselors, dentists, chiropractors, and other public or private professions for the care of persons requiring such professional service; this does not include veterinary or animal clinics.
18. **CORN SUITABILITY RATING (CSR):** The most current official index for ranking the productivity of soils and their suitability for row-crop production in Iowa. The CSR system rates soils from five (5) to one hundred (100), with one hundred (100) reserved for those soils a) located in areas of the most favorable weather conditions in Iowa, b) that have high yield potential, and c) that can be continuously row cropped. (A detailed description of the CSR system, including methodology and CSR estimates for various soil types, may be found in publications of the Agricultural Extension Service, Iowa State University.)
19. **DAY NURSERY, NURSERY SCHOOL, OR DAY CARE (PUBLIC):** Any agency, institution, establishment, or place which provides supplemental parental care and/or educational work, other than lodging overnight, for seven (7) or more children of pre-school age for compensation.
20. **DEVELOPMENT:** Any man-made change to alter the existing land use of a parcel of land including and not limited to the construction of buildings or structures, mining, dredging, filling, grading, excavation or paving.
21. **DIRECTOR:** A term referring to the individual designated by the Board of Supervisors as the Zoning Administrator of the Department of Planning and Development or his/her designee who has responsibility for County zoning administration. This term is intended to refer to the responsibilities of this position in addition to that of being the principal administrative official for this ordinance.
22. **DISTRICT:** An area or section of unincorporated Scott County within which the regulations governing the use of buildings and property or the height and area of buildings are uniform.
23. **DISTRICT, FLOATING:** A zoning district established over an existing district, in so doing superseding the regulations of the underlying district with those of the floating district. The specific use(s) for which the floating zone is established, along with a detailed site plan showing how the property will meet County development standards for that use or uses is required prior to establishment of the particular floating district.
24. **DISTRICT, OVERLAY:** A zoning district established over an existing district, in so doing leaving the regulations of the underlying district in place and adding the additional regulations of the overlay district. The General Floodplain Overlay District which is established in Special Flood Hazard Areas is an example of an overlay district.
25. **DRIVEWAY:** A private drive providing access for vehicles and pedestrians to the property and/or the principal building or use from the adjacent road or street.

26. DWELLING UNIT: Any building or portion thereof having one or more habitable rooms which are designed to be occupied by one family with facilities for living, sleeping, cooking, eating, and sanitation. The dwelling unit shall be constructed in compliance with the Scott County Construction Codes or the U.S. Department of Housing and Urban Development Code under authority of 42 U.S.C., Sec. 5403, Federal Manufactured Home Construction and Safety Standards, whichever is applicable. A dwelling unit shall have a floor area of at least 640 square feet, have a minimum width of 20 feet for at least 75% of its narrowest dimension, and be placed on permanent foundation, and be taxed as real property.
27. DWELLING, SINGLE-FAMILY: A building designed for or occupied exclusively for residence purposes by one (1) family. These may be "Detached" so that the dwelling unit is the only one within the structure or "Attached" where there are two, but no more than two, dwelling units within a single structure. With an Attached Single-Family Dwelling each unit is considered a separate building under the provisions of the Scott County International Construction Code, the two units are separated by a common wall and there is a lot line which follows that common wall and extends to define two separate lots. (See also 6-6 H. "Zero Lot Line".)
28. DWELLING, TWO-FAMILY (DUPLEX): A building designed for or occupied by two (2) families only, with separate exterior entrances, housekeeping, cooking and sanitation facilities for each dwelling.
29. DWELLING, TOWNHOUSE: A single family dwelling unit constructed in a row of three or more attached units in which each unit extends from the foundation to the roof and with a yard or public access on at least two sides.
30. DWELLING, MULTIPLE-FAMILY: A building or buildings with three (3) or more dwelling units, with separate housekeeping, cooking and sanitation facilities for each unit. Building may be under one (1) title owner, or a separate title of ownership for each dwelling unit.
31. EASEMENT: A grant of one or more of the property rights by the owner to, or for the use by, the public, adjacent property owner, a corporation, or another person or entity.
32. FAMILY: One (1) or more persons occupying a single dwelling unit, provided that unless all are related by blood, marriage, or adoption, no such family shall contain over five (5) persons.
33. FARM: A tract of land primarily adapted and used for agricultural purposes and assessed as agricultural property.
34. FARMING: The science or art of producing agricultural products which involves cultivating the soil and producing crops for food, fiber, fuel or consumer products, or the raising of livestock for food or other consumer products. Farming does not include residential gardening or keeping of livestock for recreational or hobby purposes (See definition of "livestock", "kennel, commercial", "kennel, private", "stable, private", and "stable, public").
35. FARM BUILDING: An enclosed building or other structure primarily adapted and used for agricultural purposes located on a farm.
36. FARM HOUSE: A single-family residence located on a farm and occupied by a farmer.

37. **FARMER:** A person or persons actively engaged in farming or someone who is retired from farming when it relates to the land the farmer formerly farmed.
38. **FARMSTEAD:** The area of a farm containing a farm house(s) or an area that can be shown at one time to be the location of a farm house. The farmstead may also include farm buildings, other associated farm structures and adjacent service or yard areas along with any adjacent timber, shelter belts or pond areas of the farm.
39. **FLOOD:** A general and/or temporary rise in stream or river flow or flood stage that results in water overflowing its banks and inundating normally dry land areas adjacent to the channel, or from the unusual and rapid accumulation of runoff or surface waters from any source.
40. **FLOOD ELEVATION:** The elevation floodwaters would reach at a particular site during the occurrence of a specific flood.
41. **FLOOD INSURANCE RATE MAP (F.I.R.M.):** The official map prepared by the Federal Emergency Management Administration (FEMA) as a part of the Flood Insurance Study of a community, delineating both the special flood hazard areas and the risk premium zones applicable to such areas.
42. **FLOOD INSURANCE STUDY:** A study initiated, funded, and published by FEMA for the purpose of evaluating in detail the existence and severity of flood hazards; providing the County with the necessary information for adopting a flood plain zoning ordinance; and establishing actuarial flood insurance rates.
43. **FLOOD PLAIN:** Any land area susceptible to being inundated by water as a result of a flood; also referred to as Special Flood Hazard Area (SFHA).
44. **FLOOD PLAIN MANAGEMENT:** The operation of an overall program of correction and preventive measures for reducing flood damage and promoting the wise use of floodplains, including but not limited to, emergency preparedness plans, flood control works, floodproofing, and floodplain management regulations.
45. **FLOODPROOFING:** Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, mechanical equipment, structures and their contents.
46. **FLOODWAY:** The channel of a river or other watercourse and the adjacent land areas, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities.
47. **FLOODWAY FRINGE:** That area of the flood plain, outside of the floodway, that can be filled, leveled or otherwise obstructed without causing substantially higher flood levels or flow velocities.
48. **GARAGE, PRIVATE:** An enclosed structure intended for the parking of the private motor vehicles of the families residing upon the premises and accessory to the residence.

49. **GARAGE, PUBLIC:** Any commercial building on premises used for equipping, refueling, servicing, parking, repairing, selling, or storing motor-driven vehicles.
50. **GRADE:** The average level of the finished surface of the ground within five feet from the exterior walls of the building.
51. **GROUP HOUSING:** A building or place where lodging or boarding is provided for compensation or not; for five (5) or more individuals, but not open to transient guests as would be found in a motel/hotel. Normally associated with a charitable organization or government financed program to assist unique groups of people.
52. **HEALTH CARE FACILITY:** An establishment for provisions of care to persons suffering from illness, injury or disability and includes hospitals, custodial homes, nursing homes, convalescent homes, extended care facilities, and similar facilities.
53. **HEALTH CLUB:** A non-medical service establishment intended to maintain or improve the physical condition of paying customers and that has exercise and/or game equipment and facilities, steam baths, saunas, hot tubs, or similar equipment.
54. **HOME INDUSTRY:** An accessory use of a light industrial or commercial carried on entirely within the residence and/or an accessory building by a member of the family residing on the premises where there is no evidence, excluding permitted signage, of such occupation being conducted on the premises by virtue of exterior displays or unscreened outdoor storage, excessive noises, obnoxious odors, electrical disturbances or a significant increase in vehicular activity. A home industry shall comply with restrictions of Section 6-6.V.
55. **HOME OCCUPATION:** An accessory use carried on entirely within the residence by a member of the family residing on the premises where there is no evidence, excluding permitted signage, of such occupation being conducted on the premises by virtue of exterior displays or unscreened outdoor storage, excessive noises, obnoxious odors, electrical disturbances or a significant increase in vehicular activity. A home occupation shall comply with restrictions of Section 6-6.V.
56. **HOTEL:** An establishment which is open to any number of transient guests that provides sleeping quarters and private baths, maid service, and other services and facilities to assist the traveling public. In some cases, it may provide long-term housing to the public.
57. **INDUSTRIAL:** When used in this Ordinance, term refers to a use engaged in the basic processing and manufacturing of material or products predominately from extracted or new materials, or a use engaged in the storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized significant environmental impacts. Also uses involving the salvage dismantling, recycling, or re-manufacturing of materials, equipment or vehicles. These uses may include sizable areas for operations and storage of materials outside of an enclosed building.
58. **INDUSTRIAL, LIGHT:** When used in this Ordinance, term refers to a use conducted primarily within enclosed buildings engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging and a use engaged in warehousing, distribution, wholesale trade, and catalogue sales.

59. **INSTITUTION:** A building or use occupied or run by a government agency, non-profit organization, or institution of higher learning to serve the social, educational, charitable, and/or religious needs of the public.
60. **JUNK OR SALVAGE YARD:** An industrial site where metals, plastics, wood, appliances, equipment or vehicles and other discarded or salvaged materials are bought, sold, exchanged, baled, stored, packed, dis-assembled, or sorted for profit or not for profit. Includes the dismantling or wrecking of vehicles, appliances, machinery, or equipment and the dismantling, sorting and resale of building materials salvaged from building sites.

The visible presence of two (2) or more junk vehicles on any subdivision lot in a residential zoning district or three (3) or more junk vehicles on any parcel of land in an agricultural zoning district shall constitute prima facie evidence of a junk yard and is a violation of this Ordinance.

61. **JUNK VEHICLE:** A motorized vehicle including autos, trucks, motorcycles, race cars, etc., which does not have a current IDOT registration or has one of two following conditions: parts have been removed for re-use, salvage, or sale or the vehicle has not or been incapable of operating under its own power for more than 30 days.
62. **KENNEL, COMMERCIAL:** Any establishment where four or more dogs, cats, or other animals normally allowed outdoors, six months or older, are kept for breeding boarding, grooming, selling, or training services in return for a consideration.
63. **KENNEL, PRIVATE:** A non-commercial kennel at a private residence where four (4) or more dogs, cats, or both, are kept for the hobby of the householder, as opposed to a commercial kennel. The keeper of a hobby kennel may keep up to ten adult dogs or cats per year and may raise and sell not more than fifteen (15) offspring during any calendar year before being considered a commercial kennel.
64. **LIVESTOCK:** Cattle, horses, sheep, swine, poultry, or any other animal or fowl which are produced primarily for food, fiber or other commercial purposes.
65. **LOT:** A parcel of land at least sufficient in size to meet minimum zoning requirements for use, coverage, and area to provide such yards and other open space as are herein required. Such lot shall have legal access to a public or private street and may consist of:
- (a) A single lot of record for which the contract of purchase or deed has been recorded in the Office of the Recorder of Scott County, Iowa prior to April 2, 1981;
 - (b) A parcel of land described by metes and bounds, if created and recorded in the Recorder's Office prior to July 1, 1990; or
 - (c) A parcel described with a Plat of Survey approved by the Zoning Administrator and recorded in the Recorder's Office; or
 - (d) A parcel described by a landowner and rented to an individual, family, or corporation for residential or recreational purposes (such as river camp lots or mobile home lots), provided documentation of the rental agreement and continuous occupancy since April 2, 1981 can be shown.

If lots are combined or divided to form such a lot as described above, any residual lot or parcel created must meet the requirements of this Ordinance.

66. **LOT AREA:** Total horizontal area within lot lines.
67. **LOT, CORNER:** A lot abutting upon two (2) or more streets at their intersection.

68. LOT DEPTH: The mean horizontal distance between the front and rear lot lines.
69. LOT, DOUBLE-FRONTAGE: A lot having a frontage on two (2) non-intersecting streets, as distinguished from a corner lot. The yard opposite the direction the front of the house is facing may have accessory buildings and structures, but still must meet the front yard setbacks.
70. LOT, INTERIOR: A lot other than a corner lot or double frontage lot.
71. LOT LINES: The lines bounding a lot, including the adjacent road right-of-way or easement line along the frontage. The front lot line separates the lot from the street right of way or road easement on which the lot fronts. In the case of a corner or double frontage lot all lot lines adjacent to street right of way or road easement shall be considered front lot lines. The rear lot line is opposite and most distant from the front lot line. In the case of an irregularly shaped lot, the rear lot line shall be the imaginary line parallel to and most distant from the front lot line at the point where the lot width is not less than ten feet. In the case of a corner lot, the rear lot line would be one of the lines parallel to one of the front lot lines and designated when a building permit is issued. A side lot line is any lot line that is neither a front nor a rear lot line. (Also see definition of Yard, Front, Rear, Side.)
72. LOT WIDTH: The width of a lot measured at the building line and at right angles to its depth.
73. LOWEST FLOOR: The floor of the lowest enclosed area in a building except when the following criteria are met:
- (a) The enclosed area is designed to flood to equalize hydrostatic pressure during flood with walls or openings that satisfy the provisions of the "FF" District; and
 - (b) The enclosed area is unfinished (not carpeted, sheet rocked, or have other trim or interior finishes) and used solely for low damage potential uses such as building access, parking, and storage; and
 - (c) Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the 100-year flood level; and
 - (d) The enclosed area is not a "basement" as defined above.
- In cases where the lowest enclosed area satisfies criteria a, b, c, and d above, the lowest floor is the floor of the next highest enclosed area that does not satisfy the criteria above.
74. MESSAGE ESTABLISHMENT: Any establishment having a fixed place of business where massages are administered for any form of consideration or gratuity; including, but not limited to massage parlors, health clubs, sauna baths, and steam baths. Refer to Scott County Code Chapter 15 for details.
75. MANUFACTURED HOME: A factory-built structure, which is manufactured or constructed under the authority of 42 U.S.C., Sec. 5403 and is to be used as a place for human habitation as defined by a dwelling unit, but which is not constructed or equipped with a permanent hitch or other device allowing it to be moved other than for the purpose of moving to a permanent site, and which does not have permanently attached to its body or frame any wheels or axles. Any factory-built structure used for human habitation which does not meet all the above requirements is considered a mobile home and shall be regulated as a mobile home.
76. MOBILE HOME: Any vehicle, not registered as a motor vehicle in Iowa, used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets

and highways and so designated, constructed, or reconstructed, as will permit the vehicle to be used as a place for human habitation by one (1) or more persons. A mobile home is not a manufactured home unless it has been converted to comply with the requirements as a manufactured home.

77. **MOBILE HOME PARK:** Any site, lot, or tract of land upon which two (2) or more occupied mobile homes are located.
78. **MOTEL:** An establishment which is open to any number of transient guests that provides sleeping quarters and private baths, maid service, and other services and facilities to assist the traveling public. In some cases, it may provide long-term housing to the public.
79. **NEW CONSTRUCTION:** Those structures or development for which the start of construction began on or after June 1, 1977 -the effective date of the initial Flood Insurance Rate Map.
80. **NON-CONFORMING USE:** Any building or land lawfully used at the time of the effective date of this Ordinance which does not conform after the effective date of this Ordinance with the use regulations of the District in which it is situated.
81. **ONE HUNDRED (100) YEAR FLOOD:** A flood which has the magnitude and statistical likelihood of occurring once every one hundred (100) years. There is a one in one hundred (1%) chance in any year for such a flood.
82. **PARKING SPACE:** A permanently surfaced area of not less than one hundred eighty (180) square feet plus necessary maneuvering space for the parking of a motorized vehicle. For handicapped parking, the space will not be less than required by State of Iowa Administrative Rules.
83. **PERMANENT FOUNDATION:** A site-built or site-assembled structure or system of stabilizing devices. It must be capable of transferring design dead loads and live loads required by Federal regulations and other design loads unique to local home sites, wind, seismic, soil, and water side conditions that may be imposed on the structure. The foundation shall be to a depth of not less than forty-two inches (42") below grade and constructed of materials approved by the adopted edition of the International Residential Code.
84. **PERMITTED USES:** Those uses expressly allowed, or permitted by right, in the zoning district(s) in which they are listed.
85. **PRINCIPAL USE:** The primary use of land or structure as distinguished from an accessory use.
86. **RIGHT-OF-WAY:** A type of easement reserved by a governmental agency giving it or the public the right to travel on, over, and under the area which is generally reserved for vehicular and pedestrian access to adjacent properties as well as the placement of public and private utilities and also including stormwater drainage.
87. **ROADSIDE STAND:** A temporary structure, unenclosed, and so designed and constructed that the structure is easily portable and can be readily moved. Used for the sale of farm products, primarily produced on the premises.

88. **SANITARY LANDFILL:** A site where solid wastes are disposed of by utilizing the principles of engineering to confine the solid waste to the smallest practical volume and to cover it with a layer of earth so that no nuisance or hazard to the public health is created.
89. **SEXUAL ACTIVITY ESTABLISHMENT (ADULT ENTERTAINMENT CENTER):** An establishment used for the display of live presentations distinguished or characterized by an emphasis on matter depicting or describing or relating to specified sexual activities or specified anatomical areas. Provided that the provisions of this section shall not apply to a theater, concert hall, art center, museum, or similar establishment, which is primarily devoted to the arts or theatrical performances, and which is not primarily devoted to presentations distinguished or characterized by an emphasis on matter depicting or describing or relating to specified sexual activities or specified anatomical areas.
90. **SIGN:** Any word(s), lettering, figures, emblems, pictures, trade names, or trademarks used by an individual, firm, or association, a corporation, a profession, a business, a service, a community, a church, or school and visible from any public street or right-of-way and designed to attract attention for commercial or non-profit purposes. This is not to be construed to include directional signs erected or required by governmental bodies, legal notices, signs bearing only property numbers or names of occupants on premises.
91. **SPECIAL PERMITTED USES:** Those uses which, due to their unique character/nature and potential impacts upon surrounding properties, are subject to approval by the Zoning Board of Adjustment in the zoning district(s) in which they are listed.
92. **SPECIFIED SEXUAL ACTIVITIES:** As used in this Ordinance, defined as: (a) human genitals in a state of sexual stimulation or arousal; (b) acts of human masturbation, sexual intercourse or sodomy; (c) fondling or other erotic touching of human genitals, pubic region, buttocks, or female breasts.
93. **SPECIFIED ANATOMICAL AREAS:** As used in this Ordinance, defined as: (a) less than completely and opaquely covered (1) human genitals, pubic region; (2) buttocks; and (3) female breasts below a point immediately above the top of the areola; and (b) human male genitals in a discernible turgid state, even if completely and opaquely covered.
94. **STABLE, PRIVATE:** A building or structure with four (4) enclosed walls used or intended to be used for housing horses belonging to the owner of the property, only for non-commercial purposes.
95. **STABLE, PUBLIC:** A building or structure used or intended to be used for the housing only of horses on a fee basis. Riding instruction may be given in connection with the public stable.
96. **START OF NEW CONSTRUCTION:** Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, re-construction, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on the site, such as the pouring of slab or footings, the installation of piers, the construction of columns, or any work beyond the stage of excavation, or the placement of a factory-built home on a foundation.
97. **STORY:** That portion of a building included between the surface of any floor and the surface of the floor above it, or, if there be no floor above it, then the space between the floor and the ceiling or roof next above it.

98. **STREET:** All land between right-of-way lines or road easement lines dedicated to a governmental unit or perpetually restricted to access. The definition includes the terms road, street, avenue, and highway, no matter how named, whether public or private, but does not include private driveways from a street to a house.
99. **STRUCTURAL ALTERATIONS:** Any replacement or change in the type of construction or in the supporting members of the building, such as bearing walls or partitions, columns, beams or girders, beyond ordinary repairs and maintenance.
100. **STRUCTURE:** Anything constructed or erected with a fixed location on the ground, attached to the ground, or which is attached to something having a permanent location on the ground, including, but not limited to buildings which require building permits, factory-built homes, billboards, or poster panels, storage tanks, or similar uses.
101. **SUBDIVISION:** The accumulative effect of dividing an original lot, tract, parcel of land or aliquot part, as of January 1, 1978, into three (3) or more lots (including the parent parcel) for the purpose of immediate or future sale, transfer or development purposes. The term includes a re-subdivision or re-platting. When appropriate to the context, the word may relate to the process of subdividing or the land subdivided.
102. **SUBSTANTIAL DAMAGE:** Flood damage sustained by a structure where the cost of restoring the structure to its prior condition would equal or exceed fifty (50) percent of the assessed value of the structure before the damage occurred.
103. **SUBSTANTIAL IMPROVEMENT:** Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the assessed value of the structure before the improvement or repair is started. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration affects the external dimensions of the structure. The term does not include, however, any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe conditions for the existing use.
104. **TRAVEL TRAILER:** A recreational vehicle, with or without motive power, designed as a temporary dwelling, not exceeding eight (8) feet in width and forty (40) feet in length, exclusive of separate towing unit. Such vehicles are customarily and ordinarily used for travel or recreational purposes and not used for permanent habitation.
105. **TRAVEL TRAILER PARK (CAMP):** An area licensed and used or offered for use in whole or in part, with or without charge, for the parking of occupied travel trailers, pickup campers, converted buses, motor homes, tent trailers, tents, or similar devices used for temporary, portable housing. Unoccupied mobile homes, travel trailers, and similar devices may be stored in the Park, but only in an area marked for storage. No repair, maintenance, sales, or servicing of such devices are allowed in the Park.
106. **VEHICLE PARKING AND CIRCULATION AREAS:** The areas on a lot or parcel where motor vehicles of customers, employees, visitors or building occupants park on a day to day basis. This includes all areas where vehicles are permitted to park, load and unload and circulate from the adjacent street or road to the building(s) or facilities on the property including, marked parking stalls, access lanes and driveways. All such areas must meet the Iowa Statewide Urban Design and Specifications (SUDAS) Chapter 12, Parking Lots, Sections 1-6.

107. **VEHICLE STORAGE AREAS:** The areas on a lot or parcel which access is limited and controlled by fencing, gates or other means where vehicles, equipment and other materials are stored for extended periods of time. Such areas are not required to meet Iowa Statewide Urban Design and Specifications (SUDAS) Chapter 12, Parking Lots, Sections 1-6.
108. **YARD:** An open space on the same lot with a building, unoccupied and unobstructed by any portion of the structure from the ground upward, except as otherwise provided in this Ordinance. In measuring a yard for the purpose of determining the width, length, or depth, the least distance between the lot line and the nearest permitted building shall be used.
109. **YARD, FRONT:** A yard extending across the full width of the lot and measured between the platted street right-of-way line or roadway easement line and the principal building.
110. **YARD, REAR:** A yard extending across the full width of the lot and measured between the rear lot line and the building or any projections other than steps, unenclosed balconies, or unenclosed porches. On interior lots, the rear yard is opposite the front yard. On corner lots, the rear yard is designated at the time a building permit is issued and is one of the yards opposite one of the front yards (See definition of Lot Lines, Rear).
111. **YARD, SIDE:** A yard extending from the front yard to the rear yard and measured between the side lot lines and the nearest principal building.
112. **ZONING ADMINISTRATOR:** The individual assigned by the Board of Supervisors in accordance with Chapter 335, Iowa Code, with the sole responsibility to administer the Scott County Revised Zoning Ordinance in accordance with Chapter 6, County Code and Chapter 335, Iowa Code.

6-6. GENERAL REGULATIONS AND PROVISIONS

- A. **Agricultural Soils Protection:** In compliance with the Scott County Comprehensive Plan, it is the intent of this Ordinance that the "R-1", "R-2", "C-1", "C-2", and "I" Zoning Districts not be established through rezoning of an "A-P" District, and that the rezoning of an "A-P" District to "A-G", "A-CSF", or "I-F" only be established through the provisions of this Ordinance and in compliance with a preponderance of the adopted land use policies contained in the Scott County Comprehensive Plan.
 - (1) The "A-P" District was originally developed using the Land Use Policies in the 1980 Scott County Development Plan. The A-P District is intended to protect highly productive soils and agricultural operations. Scott County uses the most current edition of the Soil Survey of the County as compiled from the National Resources Conservation Services (NRCS) of the U.S. Department of Agriculture. The County Board of Supervisors has established a Corn Suitability Rating (CSR) of sixty (60) or greater as a weighted average per quarter section of land and the soil types listed as Prime Farmland in the Soil Survey of Scott County for protection from urban development, unless it meets a preponderance of other adopted land use policies.
 - (2) An application for rezoning of an "A-P" District will result in an in-depth study of the soils characteristics and CSR for the land in the application by the Planning and Development staff and the Natural Resources Conservation Service. The Planning and Zoning Commission and the Board of Supervisors will use the soil analysis, land use

policies analysis, and public comments to make a decision on the rezoning request.

- B. Splitting the Farmstead from Farm: When an application is submitted for approval of a Plat of Survey for a farmstead split, the farmstead shall be platted in accordance with all applicable provisions of the Iowa Code. The platted lot shall include the existing house or houses or an area that can be shown to be at one time the location of a farm house and be no larger than necessary to include the typical farm buildings as well as any yard, timber or pond area. Once the Plat of Survey is recorded neither the new lot nor the remaining farmland may be subsequently platted into smaller lots in violation of the Zoning and/or Subdivision Ordinance. Further subdivision would require that the land first be rezoned to an appropriate zoning district for the proposed intended use.
- C. Disincorporation and Severance: Any additions to the unincorporated areas of the County resulting from the disincorporation of a municipality or a severance of a part of a municipality shall be automatically classified as an "A-G" Agricultural-General District until otherwise classified by the rezoning process.
- D. Road or Public Way Vacation: Whenever any road, street, or other public way is vacated by official action of the Board of Supervisors of Scott County, the Zoning District adjoining each side of such road or public way shall be automatically extended to the center of such vacation and all area included in the vacation shall then and henceforth be subject to all appropriate regulations of the extended districts.
- E. Intensity of Use: Any lot of record at the time of effective date of this Ordinance having less area, less lot width, or less setback spacing than herein required, may be used only for the purpose allowed by the zoning district, even though it does not meet the requirements of District area requirements. Such lots of record are granted small lot status and may have a minimum front yard setback of twenty-five (25) feet, a side yard setback of five (5) feet, and a minimum rear yard setback of ten (10) feet for the principal structure and five (5) feet for accessory structures.
- F. Street Frontage Required: Any lot or tract used for residential purposes shall have at least twenty (20) feet of frontage on a public road or private road designed for the proposed residential use.
- G. Front Yard Building Line: No portion of the principal building may extend into the front yard setback, except projections such as eave overhangs, steps, exterior balconies, and awnings. Porches and decks that are open and unenclosed may encroach into the front yard setback no more than twenty percent (20%) of the total setback distance. When fifty (50%) percent or more of lots with frontage on the same side of the road is improved with buildings that have observed a greater or lesser depth of front yard building line than specified in the district area regulations, then the front yard setback line may be the average of the two building setback lines previously established on either side of the lot in question. This regulation shall not be interpreted to require a front yard of more than one hundred (100) feet in any "R-1" or "R-2" District, nor more than seventy-five (75) feet in any "C-1", "C-2", or "I" District. When the street is curved, the building setback line shall be parallel to the curve of the street and setback the required distance.
- H. Zero Lot Line: In residential districts, single-family attached dwellings, two-family dwellings and townhouses may be sited on a lot line in such a manner that the lot line runs the entire length of the common wall separating the dwelling units. The front and rear yard setbacks shall be maintained, and the side yard for the end units shall conform to the district area regulations. In a "C-1" or "C-2" District, the building(s) may be sited on the side and/or rear yard lot line so long as the principal building is no closer than thirty-five (35) feet to a residential district or an

adjoining residence lot line. Any new subdivision or resubdivision proposing the use of the zero lot line shall comply with the procedures of a site plan review by the Planning and Zoning Commission, as described in Section 6-29.

- I. Height allowances for certain structures and appurtenances: Public buildings, hospitals, institutions, or schools, when permitted in a District, may be erected to a height not exceeding sixty (60) feet, and churches may be erected to a height not exceeding eighty (80) feet if the building is set back from each yard line at least one (1) foot for each foot of additional height above the height limit otherwise provided in the District in which the building is located.

The height of communication towers shall be reviewed and approved in conjunction with the Special Use Permit and approved using the criteria established in Section 6-30. The height of all structures and appurtenances for any development in the I or I-F zoning districts will be reviewed and approved at the time the zoning district is established in accordance with the applicable regulations.

- J. Bulk and Solar Access: The area, setback, and height requirements of the district regulations are not to be construed to allow a building or structure on a lot or tract to block the access to the sky and sun on adjoining property. Each residential property shall have sufficient solar access to meet at least half of the energy requirements of the principal building, structure, or use.

- K. Grading Plans Required: Prior to disturbing more than one acre of land for non-agricultural purposes, the owner/contractor shall submit grading plans and obtain approval of a Grading Permit. Such purposes include grading land to prepare land for future non-agricultural uses; clearing trees, bushes, and ground cover from conservation and rough lands; constructing roads for future areas of development; preparing a site for a pond (not for agricultural purposes); and any other non-agricultural development. The grading plan must be designed to keep annual soil loss to less than five (5) tons per acre and retain eighty percent (80%) of the sediment on-site. The plan must be submitted to and receive approval from the Department of Planning and Development with the technical advice of the Natural Resources Conservation Service. If no plan is received prior to disturbing the land, it will be treated as a zoning violation. The owner/contractor shall have seven (7) days to comply when notified of the violation. The applicant must also receive approval of the Iowa Department of Natural Resources Stormwater Discharge Permit prior to commencing any disturbance of greater than one acre. A copy of the State permit and plan must be filed with the Department of Planning and Development. Extraction operations are exempt from these regulations, but must comply with State Administrative rules.

- L. Construction Permits to Comply with Zoning District Regulations: Prior to approval of any construction permit application in unincorporated Scott County, such application shall be reviewed for compliance with all applicable requirements of the Zoning Ordinance.

- M. Buildings Moved onto Property: Prior to transporting a building having a size in excess of 120 square feet onto a lot or tract of land, the property owner or contractor must obtain a building permit. After the building arrives on the property, the building permit holder must place the building on a permanent approved foundation within sixty (60) days, in accordance with the Scott County Construction Codes.

- N. One Principal Building to a Lot: Every building hereafter erected or structurally altered shall be located on a lot, as defined herein, and in no case shall there be more than one (1) single-family residence or duplex on a single lot or tract of land except under the following conditions:

- (1) An approved temporary mobile home on a farmstead or residential lot may be located on the same lot as the primary residence.
 - (2) A subordinate residence approved with a Special Use Permit or a second residence with an approved farmstead split created with a Plat of Survey.
 - (3) More than one (1) industrial, commercial, multi-family dwelling or institutional principal building may be erected on a single lot or tract, but all such buildings must be located in compliance with the setback requirements of the applicable district regulations.
- O. Mobile Homes and Travel Trailers: Mobile Homes are only allowed in approved Mobile Home Parks, established through the provisions in Section 6-25; or under the provisions for legal temporary location outside of an approved Park, as provided for in Section 6-25.H.(15). Travel Trailers are only allowed in approved Travel Trailer Parks, established through the provisions in Section 6-26; as well as on a limited basis in approved Mobile Home Parks, as established through the provisions in Section 6-25. Under no other circumstances is a travel trailer to be used for occupancy or residence purposes when located outside of an approved Mobile Home or Travel Trailer Park unless a temporary mobile home permit has been approved for that particular location.
- P. Basement or Cellar: A basement or cellar shall not be used for business or dwelling purposes unless it complies with the egress, ventilation, lighting and other applicable requirements of the Scott County Construction Codes.
- Q. Subdivision Required: Any unplatted tract of land recorded as of January 1, 1978 that is repeatedly or simultaneously subdivided into three (3) or more parts shall have the plat of such subdivision approved by the Board of Supervisors as provided in the Scott County Subdivision Ordinance.
- R. Water Supply and Sewage Disposal: Every residence, business, trade, or industry hereafter established, shall provide water supply and sewage disposal facilities which conform with the administrative rules of the Iowa Department of Health, the Well and Sewage Regulations of the Scott County Board of Health, and the Subdivision Ordinance.
- S. Visual Clearance: In all Districts, no fence, hedge, vegetation, wall, sign, earth, or other obstruction shall be permitted which obstructs the clear view of approaching vehicles between three-and-one-half (3½') feet and fifteen (15') feet above the traveled portion of a public or private roadway or street. In subdivisions, the visual clearance shall be determined by the area within a triangle formed by the center of the intersection or the axis point of a road bend in excess of seventy (70) degrees and points one hundred (100) feet from the center of the intersection where measured along the centerlines of the road. The triangle for County roads, intersections, or road bends (arterials, collectors, local), which have adjacent residences, shall be from the center of the intersection or axis point one hundred fifty (150) feet along the centerlines of the intersecting roads, except those areas which have been obtained by the Secondary Roads Department for a clear vision area.
- T. Fences and Walls: Fences and walls will only be allowed which do not obstruct traffic visibility. Any non-farm fence or wall exceeding six feet in height shall obtain a building permit. Fences are prohibited in a road right-of-way. No fence may be constructed which obstructs the visibility of adjacent driveways, streets or road intersections. Any proposed fence which exceeds the height limits identified below shall be reviewed in accordance with the provisions and criteria for a Special Use permit established in Section 6-30
- (1) In an "A-P", "A-G", "R-1", CAD-R, or "R-2" District, fences and walls are permitted within the limits of the side and rear yards to a maximum of six (6) feet in height. In a

front yard a fence not exceeding three-and-one-half (3½) feet in height is permitted, unless it obstructs the visibility clearances of any adjacent driveway or street. .

- (2) In a "A-CSF", "CAD-PVC", "C-1", "C-2", "I", or "I-F" District, fences and walls are permitted within the limits of the side and rear yards to a maximum height of ten (10) feet. In a front yard a fence not exceeding three-and-one-half (3½) feet in height is permitted, unless it obstructs the visibility clearances of any adjacent driveway or street. In new developments, solid material fences will be constructed to surround outside storage of parts, supplies, refuse, and the like. No fences may be constructed which obstruct the visibility of road intersections
- (3) In all cases, fences shall be constructed with the best side facing the neighboring land user. Best side is generally intended to mean paneling or other coverage of the fence framing members. Such coverage which occurs at a minimum on one-half of the side facing the neighboring property owner shall be considered in compliance with this "best side" requirement.
- (4) Any exterior swimming pool with a design capacity of more than 5,000 gallons and a depth of greater than eighteen (18) inches shall obtain a building permit and have a continuous barrier, wall or fence of at least four (4) feet in height. All gates shall have an interior self-closing latch.

U. Accessory Buildings: Unless specified elsewhere in the Ordinance, these regulations shall apply to all accessory buildings in all zoning districts. Any accessory building shall meet the standards for permitted accessory uses for zoning district in which it lies, in addition to complying with the provisions of this Section.

- (1) Any accessory building shall be located in a side or rear yard, and meet the setback requirements listed in the applicable district regulations. An accessory building(s) may be located in a front yard in cases where the accessory building meets or exceeds the minimum required front yard setback for principal buildings on the property. The provision allowing accessory buildings in front yards shall also apply to corner and double frontage lots with multiple front yards.
 - (a) Corner Lots: The above provision applies to corner lots – an accessory building may be allowed in any defined front yard of a corner lot so long as it meets or exceeds the required front yard setback for the principal building on the lot.
 - (b) Double Frontage Lots: As defined, a double frontage lot may have an accessory building(s) in the front yard as long as it meets or exceeds the required front yard setback for the principal building on the lot.
- (2) Setback Requirements: The minimum required side and rear yard setback distance for accessory buildings shall be equal to the minimum required side yard setback for the principal building, structure, or use. For any lot of record or lot having less area, lot width or other required area dimensions, or less setback spacing than herein required at the time of effective date of this Ordinance, the minimum required rear and side yard setback distance for accessory buildings shall be no less than (5) feet.
- (3) Area Coverage Restrictions: In complying with the accessory building regulations of this Section and Ordinance, no accessory building(s) or structure(s) shall occupy more than twenty percent (20%) of a property's total rear yard area.
- (4) Additional Accessory Building Regulations:

- (a) Mobile homes may not be classified or used as accessory buildings.
- (b) No accessory building may contain or be used as a dwelling unit unless a second residence is approved with a Special Use Permit or a second residence is created with farmstead split by an approved Plat of Survey.
- (c) Satellite antennas exceeding three (3) feet in diameter require a building permit. In residentially zoned areas (R-1, R-2, and CAD-R), satellite antennas of any size may not be located in a front yard, may not exceed the height of the peak of the house unless the building inspector determines there is no alternative, and limited to one (1) per lot or tract. Existing satellite antennas, as of the adoption date of this amendment, are exempted from this restriction.
- (d) An accessory building may be built on the adjoining subdivision lot or tract, if both parcels are owned by the same individual, family, or firm, and the owner signs and records a "Restrictive Covenant and Agreement Not to Sever" in cooperation with the Department of Planning and Development.
- (e) Any exterior swimming pool with a design capacity of greater than 5,000 gallons and a depth of greater than eighteen (18) inches shall be considered an accessory building and meet setback requirements.

V. Home Occupations and Home Industries: In A-P, A-G, R-1, R-2 and CAD-R home based businesses are permitted as an accessory use. Home Occupations and Home Industries as defined in Section 6-5 are allowed if in compliance with the following procedures and restrictions and other provisions of the regulations of the District in which such home based businesses are located. Proposed Home Occupations and Home Industries that exceed these conditions and restrictions shall be reviewed and may be approved in accordance with the provisions and criteria for a Special Use permit established in Section 6-30.

- (1) The home business person shall apply in writing to the Zoning Administrator for approval of his/her home occupation or industry. The applicant shall provide information showing how the proposed business will comply with all of the restrictions stated within this subsection. If the application complies with the restrictions of this subsection, the Zoning Administrator will confirm the approval in writing to the applicant. For a home industry, the Zoning Administrator will also notify in writing landowners within 500 feet of the business facility of the approved home industry.
- (2) The intent of these regulations is to allow businesses if they do not conflict or distract from adjacent landowners' use of their land or cause unnecessary damage to public roads. Therefore, the home occupation or home industry must be conducted entirely within the home if it is a home occupation or the home and/or accessory building if it is a home industry, so there is no evidence, apart from permitted signage, of such business being conducted on the premises due to visible storage of materials, excessive noise, obnoxious odors, electrical disturbances, or considerable increase in vehicular traffic. Home industries are allowed in "A-P" and "A-G" and may include assembly, processing, fabrication, sale and repair of cars, light trucks, agriculture equipment and household appliances, warehousing and distribution, lawn service, contractors' equipment storage, and sales of products prepared on site. All hazardous wastes, by-products, and emissions must be stored and/or disposed of in conformance with Federal, State, and local regulations. The home industry facility must be located more than 500 feet from the

nearest neighbor's residence, business or farming operation. Junk material and unassembled parts and equipment may be stored in the rear yard of a home industry if it is entirely enclosed with solid fence material, no larger than 1000 square feet in area, and not visible from adjoining properties or roads.

- (3) The business shall provide no more than four (4) designated, yet inconspicuous parking spaces on the premises outside the road right-of-way. An application may be denied if the type of vehicular traffic using the County or private roads leading to the site will cause increased dust problems or damage to the road(s), as determined by the County Engineer and the Zoning Administrator.
- (4) One advertising sign is permitted on the premises with the following requirements. The sign shall be:
 - (a) Not larger than six (6) square feet in area for each sign face; and
 - (b) Placed flat against any one side of the building; or
 - (c) Posted within ten (10) feet of the building; or
 - (d) Posted no closer than fifty (50) feet from the road right-of-way if the building is located behind the fifty (50) foot building setback line; and
 - (e) Not illuminated.
- (5) For home occupations, no more than one (1) non-resident employee is allowed. For home industries, the limit shall be four (4) non-resident employees, whether full or part-time. In addition, only four (4) employee vehicles are allowed on the site at one time and all on-site work must occur inside the home or accessory building(s).
- (6) No more than twenty-five percent (25%) of the floor area of the residence may be devoted to the business in the home. For a home industry, no more than 2,400 square feet of accessory building may be devoted to the business.

6-7 NON-CONFORMING USES

General Intent: Within the districts established by this Ordinance or amendments that may later be adopted, there may exist lots, structures and uses of land and structures which were lawful before this Ordinance was passed or amended but which would be prohibited, regulated or restricted under the terms of this Ordinance or future amendments. It is the intent of this Ordinance to allow nonconforming uses to continue until their normal expiration, but subject to the nonconforming performance standards, also to encourage their removal.

- A. A nonconforming use of land, a nonconforming use of a structure, or a nonconforming use of land and a structure in combination shall not be extended or enlarged after the date of the passage of this Ordinance, except for single family dwellings. A non-conforming use may continue so long as it remains otherwise lawful, subject to the following provisions:
 - (1) No such nonconforming use, except single family dwellings, shall be enlarged nor increased nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Ordinance.
 - (2) No such nonconforming use, except single family dwellings, shall be moved in whole or in part to any other portion of the lot or parcel occupied by such use.

- (3) If any such nonconforming use of land ceases for any reason for a period of more than one (1) year, any subsequent use of such land shall conform to the regulations specified by this Ordinance for the district in which such land is located.
- (4) No existing nonconforming use of a structure devoted to a use not permitted by this Ordinance in the District in which it is located, except a single-family residence, may be enlarged, extended, re-constructed, structurally altered, or re-established except in changing the use of the structure to a use permitted in the District in which it is located.
 - (a) The exception for single-family dwellings includes such dwellings located on farmstead parcels in agricultural zoning districts.
 - (b) The exception for single-family dwellings allows for the enlargement, extension, re-construction, alteration, and re-establishment of the use, but does not exempt any such structures from Section 6-7.B (following) regarding any nonconformity in physical location of such structures on a lot.

B. A nonconforming structure, by reason of restrictions on setbacks, area, lot coverage, height, yards or other characteristics of the structure or its location on the lot, shall not be extended or enlarged, except as herein provided, after the date of the passage of this Ordinance. Such structure may be continued for as long as it remains otherwise lawful, subject to the following provisions:

- (1) No such structure may be enlarged, altered, or moved in a way that increases its nonconformity.
- (2) Should such structure be destroyed by any means to an extent of more than fifty percent (50%) of its assessed value at the time of destruction, it shall not be reconstructed except in conformity with the provisions of this Ordinance.
- (3) Nothing in this Ordinance shall prohibit the maintenance and repair of nonconforming structures to keep such a structure in sound and safe condition, provided that no structural enlargement, extension, alteration or change shall be made to increase the degree of nonconformity, and so long as the cost of the cumulative improvements of any such maintenance and repairs do not exceed fifty percent (50%) of the structure's assessed value.

C. Nonconforming Lots of Record

- (1) In any district in which single-family dwellings are permitted, notwithstanding limitations imposed by other provisions of this Ordinance, a single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Ordinance. Such lot must be in separate ownership and not of continuous frontage with other lots in the same ownership.
- (2) If two or more lots or combinations of lots and portions of lots with continuous frontage in single ownership are of record at the time of passage or amendment of this Ordinance, and if all or part of the lots do not meet the requirements for lot width and area as established by this Ordinance, the land involved shall be considered to be an undivided parcel for the purposes of this Ordinance, and no portion of said parcel shall be used or sold which does not meet lot width and area requirements established by this Ordinance,

nor shall any division of the parcel be made which leaves remaining any lot width or area below the requirements stated in this Ordinance.

6-8. ESTABLISHMENT OF DISTRICTS AND DISTRICT BOUNDARIES

- A. Establishment of Districts: In order to carry out the purpose and intent of this Ordinance and the Comprehensive Plan, the unincorporated area of Scott County, Iowa is hereby divided into Zoning District classifications, which supersede all earlier versions of the Official Zoning Map and established districts:

| | |
|-----------|--|
| "A-P" | Agricultural-Preservation District |
| "A-G" | Agricultural-General District |
| "ACS-F" | Agriculture Commercial Service Floating District |
| "R-1" | Single-Family Residential District |
| "R-2" | Multi-Family Residential District |
| "CAD-R" | Community Area Development Residential District |
| "CAD-PVC" | Community Area Development Park View Commercial District |
| "C-1" | Neighborhood Commercial District |
| "C-2" | Commercial and Light Industrial District |
| "I" | Industrial District |
| "I-F" | Industrial Floating District |
| "SW-F" | Solid Waste Disposal Site Floating District |
| "FW" | Floodway Overlay District |
| "FF" | Floodway Fringe Overlay District |
| "GF" | General Floodplain Overlay District |

- B. District Boundaries and Official Zoning Map: With the exception of the Flood Plain Overlay Districts, the boundaries of these Districts are indicated upon the Official Zoning Map of Scott County, Iowa; which map is made a part of this Ordinance by reference. The Official Zoning Map of Scott County, Iowa, and all the notations, references and other matters shown thereon shall be as much a part of this Ordinance as if the notations, references, and other matters set forth by said map were all fully described herein. The Official Zoning Map is known as the Digital Official Zoning Map, and shall be kept in the Scott County Information Technology database. The Map and amendments to it are kept current and on file in the office of the Scott County Zoning Administrator.

If in accordance with the provisions of this Ordinance, changes are made in the district boundaries or other matters portrayed on the Official Zoning Map, the ordinance number and date shall be recorded by the Zoning Administrator.

- C. Interpretation of District Boundaries: In cases where the exact location of a district boundary (other than a Flood Plain Overlay District) is unclear as shown on the Official Zoning Map in the office of the Zoning Administrator, the boundaries indicated as approximately following streets and highways shall be construed to follow such center line; that boundaries indicated as approximately following platted lot lines or city limit boundaries; that boundaries indicated as following the center lines of rivers, streams, and creeks shall be construed to follow such center lines; that boundaries indicated as following railroad lines shall be construed to be midway between the main tracks, and that boundaries indicated as following section lines, quarter-section lines, or quarter-quarter section lines shall be construed as following such lines. Distances not specifically indicated on the Official Zoning Map shall be determined by scaling the distance on the Map.

- D. Flood Plain Overlay Map: The boundaries of the flood plain overlay districts shall be the same as shown on the Flood Insurance Rate Maps, which were issued by the Federal Emergency Management Agency. The Flood Insurance Rate Maps (FIRM) for Scott County and Incorporated Areas, dated February 18, 2011, which were prepared as part of the Scott County Flood Insurance Study, are hereby adopted by reference and declared to be the Official Flood Plain Zoning Map for unincorporated Scott County. The flood profiles and all explanatory material contained with the Flood Insurance Study are declared to be part of this ordinance. These maps are hereby adopted by reference as the Official Flood Identification Maps, together with the accompanying Flood Insurance Study and all explanatory material therein. These maps shall have the same force and effect as if they were all fully set forth or described herein. Subsequent amendments to these maps and Flood Insurance Study shall be adopted through the procedures established herein.

The flood plain overlay districts shall include the corresponding designated areas identified on the Flood Boundary and Floodway Map as indicated below:

"FW" The designated Floodway on Flood Boundary and Floodway Map.

"FF" The designated Floodway Fringe on Flood Boundary and Floodway Map.

"GF" The areas shown on Flood Boundary and Floodway Map as being within the approximate 100-year flood boundary, but for which the floodway and floodway fringe and base flood elevation were not determined by the Flood Insurance Study. The maps are available for review in the office of the Scott County Department of Planning and Development.

- E. Interpretation of Flood Plain Map Boundaries: The boundaries of the Floodway (FW), Floodway Fringe (FF), and General Flood Plain (GF) Overlay Districts shall be determined by scaling distances on the Official Flood Identification Maps.

Where interpretation is needed to determine the exact location of the boundaries of the districts as shown on the maps, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Zoning Administrator shall make the necessary interpretation. The regulatory flood elevation for the point in question, as reported in the Flood Insurance Study, shall be the governing factor in locating the district boundary on the land. Any person contesting the location of the district boundary shall be given a reasonable opportunity to present his case to the Board of Adjustment, as provided in Section 6-30, and to submit his own technical evidence if he/she so desires. Any person contesting the regulatory flood elevation data in the Flood Insurance Study shall submit technical evidence to the Iowa Department of Natural Resources for review. The findings of the Iowa Department of Natural Resources shall be the final determination as to the regulatory flood protection elevation for that location.

ZONING DISTRICT REGULATIONS

6-9."A-P" AGRICULTURAL-PRESERVATION DISTRICT

- A. General Intent: The "A-P" Agricultural-Preservation District is intended and designed to protect agricultural operations and preserve agricultural land from encroachment of urban development. This District is not intended for residential uses or rural subdivisions, except as provided through a valid farmstead split; nor for commercial or industrial uses, except as provided through the provision for overlay districts.
- B. Principal Permitted Uses:

- (1) Farms, farming, and farmhouses as defined in Section 6-5 Definitions. Generally farms, farm buildings, and farm houses, which are primarily adapted for agricultural purposes, are exempt from county zoning regulations (See Section 6-4 Farm Exemptions).
- (2) Horticultural operations, including sod farms, tree nurseries, and wholesale plant nurseries.
- (3) Public and private parks, forests, wildlife preserves, and conservation areas.
- (4) Private horse stables providing that any such structure built to accommodate horses must be located in a side or rear yard if there is also a principal residence on the property.
- (5) Franchised electric transmission and gas/commodity pipe lines and associated structures and equipment, including substations. All structures of the utilities which exceed 35 feet shall be located where disruption of agricultural, residential or commercial activity is minimized. The base of towers shall be located at least the distance of the height of the tower from any existing, and adjacent neighboring structure(s).
- (6) Single-family homes on platted lots in existing subdivisions and auditor's plats, or on parcels of less than fifteen (15) acres in size, any of which have been recorded in the Scott County Recorder's Office, as of April 2, 1981, or a valid farmstead split from the surrounding farmland under the provisions of Section 6-6.B. Splitting the Farmstead from Farm.

C. Accessory Permitted Uses:

- (1) Accessory uses customarily incidental to any principal use within this District. Only one commercial vehicle may be parked and/or stored on the property unless it is used in conjunction with an approved home business. Accessory uses not permitted include, but are not limited to, the following uses: the visible accumulation of domestic junk such as vehicular parts, tires, trailers, or salvaged building materials, broken or junk appliances, and other sorts of junk, salvage or debris covering more than 200 square feet of area (cumulative for individual properties). In staying within the allowable 200 square feet, no individual junk, salvage, or debris pile shall exceed six (6) feet in height. Two (2) or more junk vehicles on subdivision lots or three (3) or more junk vehicles on farmstead parcels shall also be a prohibited accessory use (See Section 6-5.61. Junk Vehicle). Any accessory commercial use which is not approved as a home business as outlined in Section 6-6.V. is not permitted.
- (2) Home occupations and home industries in compliance with the requirement of Section 6-6.V.
- (3) Roadside stands offering for sale primarily products grown on the premises. Such stands shall be removed during any season or period when they are not being used.
- (4) Private kennel.
- (5) Small wind generators with rated capacity of not more than 100 kilowatts and associated structures and equipment with the following restrictions:

- (a). The base of the structure shall be set back from all property lines and road easements a minimum distance equal to the height of the tower including rotor and/or blades;
- (b) The maximum height of the wind turbine generator shall be 80 feet;
- (c) The ground clearance for the rotors or blades shall be no less than fifteen (15) feet or one-third (1/3) the height of the tower whichever is greater;
- (d) The maximum noise level produced by the wind generator shall be no more than 50 decibels as measured at the property line.
- (e) The wind turbine shall not cause vibration perceptible beyond the property on which it is located nor interfere with television, microwave, navigational or radio transmission;
- (f) The wind turbine shall be constructed in accordance with plans prepared and stamped by registered professional engineer.

D. Special Permitted Uses: The following special uses may be permitted upon review by the Board of Adjustment in accordance with the provisions contained in Section 6-30.

- (1) Communication towers and antennas, with the Board of Adjustment considering the following:
 - (a) Any equipment cabinet or building shall be adequately screened from nearby residential uses;
 - (b) Co-location shall be preferred over new tower construction;
 - (c) The tower shall be removed when the use of the tower has ceased for one (1) year or greater.
 - (d) When the party establishing the use does not own the property on which it is to be constructed or installed, the applicant shall provide a signed lease agreement, which shall include provisions for decommissioning and removal of the tower and equipment at the end of the lease term or when the tower is no longer in use;
 - (e) The applicant shall provide documentation of compliance with any applicable regulations of the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and/or the Federal Aviation Administration (FAA).
- (2) Sites for music events, sports events, commercial exhibitions and carnivals lasting no more than three continuous days per event and no more than six events per year.
- (3) County or municipal facilities.
- (4) Temporary asphalt and concrete mixing plants, where applicant can show that the plant will be temporary, will be completely removed when operations cease, will serve a clear public need, and will not disturb the adjoining property owners.
- (5) Extraction, primary material processing and removal of coal, stone, gravel, sand, clay, topsoil, or ores on more than two (2) acres of land. Such mining or extraction shall be in compliance with Chapter 208, 2015 Code of Iowa, if applicable. The Board of Adjustment will look to determine how the operation will minimize fugitive dust, protect hazardous areas from neighborhood children, protect farm ground with a CSR above 68 for future agricultural production, and locate only where County roads are adequate to handle the increased truck traffic. The applicant will submit a soil erosion control plan. Additional restrictions may apply if a permanent body of water is created. If the extraction of materials other than topsoil does not create a permanent water body, topsoil shall be stockpiled and returned to reclaim the land for future crop production once the

operation ceases for more than one (1) year. Primary material processing shall not take place closer than 1,000 feet from an existing residential district or neighboring residence. Secondary material processing where raw material is sorted, graded, or mixed to make a commercial product is only allowed in an "I" Industrial District.

- (6) Public stables where the building and exercise yard is at least five hundred (500) feet from the closest neighboring residence or residential zoning district.
- (7) Bed and breakfast homes.
- (8) Education facilities (public and private schools) on less than five (5) acres of land.
- (9) Solid waste transfer station provided the operation occurs on less than five (5) acres, is screened from the public, and is operated in conjunction with the Scott Area Solid Waste Management Commission.
- (10) Private, non-commercial airstrips and helicopter landing zones, provided there are no obstructions to flight, the airstrip is no longer than 2,000 feet, and the use is compatible to neighboring land uses.
- (11) One attached or detached dwelling unit subordinate to the existing dwelling unit, provided that the new dwelling unit meets all building and fire codes and zoning area and setback requirements, that there is unobstructed access to the new dwelling unit for emergency vehicles, and that the County Health Department approves the sewage and water systems.
- (12) Commercial kennels and veterinary businesses but not nearer than five hundred (500) feet from any zoned residential district, incorporated boundary line or dwelling other than the lessee or owner of the site.
- (13) Home occupations and home industries that exceed the requirement of Section 6-6.V. and reviewed under the procedures and criteria of Section 6-30.C. (2)
- (14) Large wind generators with rated capacity of more than 100 kilowatts and associated structures and equipment with the following restrictions:
 - (a) The base of the structure shall be set back from all property lines and road easements a minimum distance equal to the height of the tower including rotor and/or blades.
 - (b) The maximum height of the wind turbine generator shall be 199 feet;
 - (c) The ground clearance for the rotors or blades shall be no less than 25 feet or 1/3 the height of the tower whichever is greater
 - (d) The maximum noise level produced by the wind generator shall be no more than 50 decibels as measured at the property line.
 - (e) The wind turbine shall not cause vibration perceptible beyond the property on which it is located nor interfere with television, microwave, navigational or radio transmission;
 - (f) Shall be constructed in accordance with plans prepared and stamped by a registered professional engineer.

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|--------------|-----------|------------|-----------|-----------|-------------|------------|
| 30,000 sq ft | 100 ft | 50 ft | 10 ft | 40 ft | 2½ | 35 ft |

Accessory Buildings

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | 35 ft |

6-10. "A-G" AGRICULTURAL-GENERAL DISTRICT

A. General Intent: The "A-G" Agricultural-General District is intended to act as a holding zone to protect agricultural operations and preserve agricultural land until a compatible development proposal is approved through special use permits or rezoning. This District is not intended for residential uses or rural subdivisions, except as provided through a valid farmstead split. This District does allow for a limited number of public and private uses, such as churches and schools, as permitted uses. It also allows some commercial or industrial uses as provided through the provision for overlay districts.

B. Principal Permitted Uses:

- (1) Any use permitted in the "A-P" Agricultural-Preservation District.
- (2) Religious, charitable, philanthropic facilities including churches or other places of worship, parish houses, Sunday school buildings and bulletin boards.
- (3) Cemeteries.
- (4) Parks, playgrounds, golf courses, both public and private, recreational facilities for private, non-profit service organizations including, but not limited to, Boy and Girl Scout Camps and church camps.
- (5) Schools, both public and private educational institutions; preschool and day care facilities operating no more than 6 A.M. to 8 P.M. daily; providing that a single-family dwelling also may be co-located for use by the landowner or custodian.
- (6) Governmental buildings and facilities.

C. Accessory Permitted Uses:

- (1) Accessory uses customarily incidental to any principal use within this District, and also including any accessory uses permitted in an "A-P" District using the same restrictions.

D. Special Permitted Uses: The following special uses may be permitted in the "A-G" District upon review by the Board of Adjustment in accordance with the provisions contained in Section 6-30.

- (1) Any special use permitted in an "A-P" District.
- (2) Travel Trailer Parks established in accordance with Section 6-26.

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|--------------|-----------|------------|-----------|-----------|-------------|------------|
| 30,000 sq ft | 100 ft | 50 ft | 10 ft | 40 ft | 2½ | 35 ft |

Accessory Buildings

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | 35 ft |

6-11. "ACS-F" AGRICULTURAL COMMERCIAL SERVICE FLOATING DISTRICT

- A. General Intent: The "ACS-F" Agriculture Commercial Service Floating District is intended and designed to serve the agriculture community by allowing agriculture commercial service development to locate in certain unincorporated areas. The site plan approval will occur in conjunction with the rezoning review and approval. The standards, criteria and conditions of approval will be applied, as deemed appropriate and applicable, during the rezoning review and approval process.

Any existing land zoned "A-F" Agriculture Service Floating Zone at the time and date of adoption of this Ordinance shall be classified as "ACS-F" Agriculture Commercial Service Floating District on the Official Zoning Map and may continue as the established use. Any re-occupancy, change in use or new development of such property would be subject to the review in accordance with the requirements of the "ACS-F" Agriculture Commercial Service Floating District.

B. Principal Permitted Uses:

- (1) Agriculture feed mixing and blending, seed sales, and grain handling operations.
- (2) Retail outlet for fertilizer and pesticides including mixing, blending and storage.
- (3) Storage and distribution of anhydrous ammonia.
- (4) Large animal veterinary businesses.
- (5) Livestock transfer station.
- (6) Livestock sale and auction barn.
- (7) Ag commodities and logistics businesses involving the local transportation of grain, feed, fertilizer, livestock, and other agricultural commodities.
- (8) Other agricultural commercial service uses which are determined by the Planning and Zoning Commission to be of a similar and compatible nature to the above uses.

C. Accessory Permitted Uses:

- (1) Accessory uses which are incidental, and determined by the Planning and Zoning Commission to be of a similar and compatible nature to the approved permitted use.

D. Special Permitted Uses: None.

E. Criteria for Land to be Rezoned "ACS-F":

- (1) The proposed facility shall be defined as including the buildings, improvements, maneuvering and parking area, and storage area which are graveled or paved. The facility must be located on a tract of ground where the main entrance to the facility is on or within 660 feet of a paved public road.
- (2) The entrance to the facility must have at least 1,000 feet line of sight in both directions on the public road. The County Engineer will approve the location of the main entrance in accordance with the Iowa Department of Transportation standards and specifics and Appendix I of the Scott County Subdivision Ordinance.
- (3) The separation spacing between the facility and any property line shall be at least 50 feet. The separation spacing to the closest neighbor's home and accessory buildings shall be at least 400 feet at time of application. The separation spacing to a residential zoning district shall be at least 400 feet.
- (4) The facility must not be located in a designated 100-year floodplain or within 200 feet of any river, stream, creek, pond, or lake or 400 feet of another environmentally sensitive area, park, or preserve.
- (5) The minimum lot size shall be one (1) acre.
- (6) Facility shall be surrounded by an adequate security system to deny public access to potentially hazardous areas.
- (7) Advertising signs shall not be larger than 100 square feet.
- (8) Underground storage shall not be allowed on site.

F. Procedure for Rezoning Parcel of Land to "ACS-F".

- (1) Developer/landowner shall apply to the Planning and Zoning Commission for approval of a specific development plan involving one of the principal permitted uses listed in paragraph "B" above. The Planning and Zoning Commission will hold a rezoning public hearing before making a recommendation to the Board of Supervisors.
- (2) Developer shall apply for and secure all required State and federal permits for the proposed development and provide copies of the application to the staff for review.
- (3) The Board of Supervisors will receive the Commission's recommendation plus information received during the Commission public hearing process and will hold a rezoning public hearing in accordance with Section 6-31.B.(3) Zoning Amendment Procedures. Based on the Commission recommendation, County staff comments, a review of the required State permit applications, and comments from the applicant and the public, the Board may approve or deny the application. If approved, the conditions of site plan approval will be included with the ordinance changing the zoning.

If the applicant's application is adopted by the Board of Supervisors, the Zoning Administrator shall update the zoning map to show the specific location of the "ACS-F" district (including the separation spacing).

G. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

| Principal Building | | | | | | |
|---------------------|-----------|------------|-----------|-----------|-------------|------------|
| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
| 1 acre | 200 ft | 50 ft | 50 ft | 50 ft | 2 | 35 ft |
| Accessory Buildings | | | | | | |
| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
| N/A | N/A | 50 ft | 50 ft | 50 ft | 2 | 35 ft |

6-12. "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT

- A. General Intent: The "R-1" Single-Family District is intended and designed to provide for the development of both low and medium density single-family subdivisions in the rural areas. All such subdivisions shall comply with the Scott County Subdivision Ordinance. This District is not intended for commercial uses. Any land rezoned to "R-1" shall be located on adequately constructed and paved County/State roads.

- B. Principal Permitted Uses:
 - (1) Detached single-family dwellings. For lots of record the dwelling unit is subject to the setback regulations for lots of record in Section 6-6.E.
 - (2) Farms, farming and farmhouses (See Section 6-5 Definitions). Generally farms, farm buildings and farmhouses, which are primarily adapted for agricultural purposes, are exempt from County zoning regulations. (See Section 6-4 Agricultural Exemptions).
 - (2) Developmentally disabled group homes in compliance with Chapter 335.25 Code of Iowa (2015).
 - (4) Public and private parks and public and private conservation areas, but not to include commercial recreational uses.

- C. Accessory Permitted Uses:
 - (1) Accessory uses customarily incidental to any of the permitted uses in this District. Only one commercial vehicle may be parked and/or stored on the property unless it is used in conjunction with an approved home business. Accessory uses not permitted include, but are not limited to, the following uses: the visible accumulation of domestic junk such as vehicular parts, tires, trailers, salvaged building materials, broken or junk appliances, and other sorts of junk, salvage or debris covering more than 100 square feet of area (cumulative for individual properties). In staying within the allowable 100 square feet, no individual junk, salvage or debris pile shall exceed six (6) feet in height. Two (2) or more junk vehicles on subdivision lots shall also be considered a prohibited accessory use (See Section 6-5.61. Junk Vehicle). Any accessory commercial use which is not approved as a home business as outlined in Section 6-6.V. is not permitted.

- (2) Stables (private) providing they have stalls and feed for every horse and are located at least fifty (50) feet from a property line. The stable and exercise area must be located on a lot of at least one (1) acre, be located in the rear yard, and be screened from adjoining residential lots.
- (3) Farm animals and poultry on residential lots, but only if adequately fenced or controlled, not to exceed one (1) feeder cattle per acre, one (1) mature dairy cow per 1.4 acres, two and a half (2-1/2) swine (over 55 lbs.) per acre, ten (10) sheep or lambs per acre, and fifty-five (55) turkeys and chickens per acre, or any combination that does not exceed the above animal unit multiplier. Such accessory uses must be operated to meet County Health standards. More restrictive deed restrictions supersede the above standard.
- (4) Accessory utility services and equipment for use by adjacent properties.
- (5) Home occupations in compliance with the requirements of Section 6-6.V.
- (6) Private kennels.

D. Special Permitted Uses: The following special uses may be permitted in the "R-1" District upon review by the Board of Adjustment in accordance with the provisions contained in Section 6-30.

- (1) Two-family dwelling units with a minimum lot size of thirty thousand (30,000) square feet.
- (2) Townhouse dwelling units with a minimum lot size of fifteen thousand (15,000) square feet per unit.
- (3) Schools, public and private educational institutions, plus a single-family dwelling, being subordinate to, and inhabited by an official from the educational use.
- (4) Churches or other places of worship, including parish house, Sunday school building, and bulletin boards.
- (5) Roadside stands for seasonal sale of fruits and vegetables grown on the premises. Such stands shall be removed or secured during any season or period when they are not in use.
- (6) Franchised utility substations, including any mechanical buildings.
- (7) Preschools and day care facilities in the home, operating only between the hours from 6 A.M. to 8 P.M. daily.
- (8) Bed and breakfast homes.
- (9) Home occupations that exceed the requirements of Section 6-6.V. and reviewed under the criteria of Section 6-30.C.(2).
- (10) Small wind generators with the rated capacity of not more than 100 kilowatts and associated structures and equipment with the following restrictions:
 - (a) The base of the structure shall be set back from all property lines and road easements a minimum distance equal to the height of the tower including rotor and/or blades.

- (b) The maximum height of the wind turbine generator shall be 80 feet;
- (c) The ground clearance for the rotors or blades shall be no less than fifteen (15) feet or one-third (1/3) the height of the tower whichever is greater
- (d) The maximum noise level produced by the wind generator shall be no more than 50 decibels as measured at the property line.
- (e) The wind turbine shall not cause vibration perceptible beyond the property on which it is located nor interfere with television, microwave, navigational or radio transmission;
- (f) Shall be constructed in accordance with plans prepared and stamped by a registered professional engineer.

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|--------------|-----------|------------|-----------|-----------|-------------|------------|
| 30,000 sq ft | 100 ft | 50 ft | 10 ft | 40 ft | 2½ | 35 ft |

Accessory Buildings

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | 35 ft |

6-13. "R-2" MULTI-FAMILY RESIDENTIAL DISTRICT

- A. General Intent: The "R-2" Multi-Family Residential District is intended and designed to provide areas for mixed residential development, including single-family, two-family, and multiple-family dwellings. Any proposed two-family and multiple-family developments will require site plan review in conjunction with the subdivision review. It is intended that this District will be permitted only where common water supply and sewage collection and disposal systems are available. Multiple family dwellings will only be permitted on adequately paved roads where fire protection is readily available.
- B. Principal Permitted Uses:
 - (1) Single-family dwellings.
 - (2) Two-family dwellings.
 - (3) Multiple-family dwellings.
 - (4) Farms, farming and farmhouses as defined in Section 6-5 Definitions. Generally farms, farm buildings and farmhouses, which are primarily adapted for agricultural purposes, are exempt from County zoning regulations. (See Section 6-4 Agricultural Exemptions).
 - (5) Group housing with a minimum lot area of one (1) acre.
 - (6) Health Care Facility, to include nursing homes and elder care facilities, with a minimum lot area of one (1) acre.
- C. Accessory Permitted Uses:

- (1) Accessory uses customarily incidental to any principal use within this District, and also including any accessory uses permitted in an "R-1" District using the same restrictions.

D. Special Permitted Uses: The following special uses may be permitted in the "R-2" District upon review by the Board of Adjustment in accordance with the provisions contained in Section 6-30.

- (1) Any special permitted use allowed in "R-1" District using the same restrictions.
- (2) Mobile Home Parks established in accordance with Section 6-25.
- (3) Travel Trailer Parks established in accordance with Section 6-26.

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|--|-----------|------------|-----------|-----------|-------------|------------|
| 1 or 2 family 10,000 sq ft Per unit | 100 ft | 25 ft | 10 ft | 20 ft | 2½ | 35 ft |
| Multi-family 10,000 sq ft Plus 5,000 sq ft Per unit | 200 ft | 25 ft | 15 ft | 25 ft | 3 | 45 ft |

Accessory Buildings

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | 35 ft |

6-14. "CAD-R" COMMUNITY AREA DEVELOPMENT RESIDENTIAL DISTRICT

A. General Intent: The "CAD-R" Community Area Development Residential District is intended and designed to establish the regulations covering the residential areas of the two established CADs in Scott County, Village Oaks and Park View. In the areas shown as "Townhouses" and "Apartments" on the official colored master plan of 1966 entitled "Park View Scott County, Iowa" or any amendment thereto, the permitted uses, accessory uses and special permitted uses shall be the same as the "R-2" District, unless specified differently elsewhere in the Ordinance.

B. Principal Permitted Uses:

- (1) Single-family dwellings as shown on the approved Park View CAD Plan, 1966, as amended.
- (2) Townhouses and Apartments as shown on the approved Park View CAD Plan, 1966, as amended.
- (3) Churches and Schools as shown on the approved Park View CAD Plan, 1966, as amended.

- (4) Parks and Open Space as shown on the approved Park View CAD Plan, 1966, as amended.

C. Accessory Permitted Uses:

- (1) Accessory uses customarily incidental to any of the permitted uses in this District. Only one commercial vehicle may be parked and/or stored on the property unless it is used in conjunction with an approved home business. Accessory uses not permitted include, but are not limited to, the following uses: the visible accumulation of domestic junk such as vehicular parts, tires, trailers, salvaged building materials, broken or junk appliances, and other sorts of junk, salvage or debris covering more than 100 square feet of area (cumulative for individual properties). In staying within the allowable 100 square feet, no individual junk, salvage or debris pile shall exceed six (6) feet in height. Two (2) or more junk vehicles on subdivision lots shall also be considered a prohibited accessory use (See Section 6-5.60. Junk Vehicle). Any accessory commercial use which is not approved as a home business as outlined in Section 6-6.V. is not permitted.
- (2) Home occupations in compliance with the requirements of Section 6-6.V.
- (3) Private kennels.

D. Special Permitted Uses: The following special uses may be permitted in any established "CAD-R" District upon review by the Board of Adjustment in accordance with the provisions contained in Section 6-30.

- (1) Home occupations that exceed the requirements of Section 6-6.V. and reviewed under the criteria of Section 6-30.C.(2)

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

Park View

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|-------------|-----------|------------|-----------|-----------|-------------|------------|
| 8,000 sq ft | 80 ft | 25 ft | 5 ft | 15 ft | 2½ | 35 ft |

Village Oaks

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|--------------|-----------|------------|-----------|-----------|-------------|------------|
| 30,000 sq ft | 100 ft | 50 ft | 10 ft | 40 ft | 2½ | 35 ft |

Accessory Buildings

Park View

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 25 ft | 5 ft | 5 ft | 2 | 35 ft |

Village Oaks

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | 35 ft |

6-15. "CAD-PVC" COMMUNITY AREA DEVELOPMENT PARKVIEW COMMERCIAL DISTRICT

- A. General Intent: The "CAD-PVC" Community Area Development Park View Commercial District is intended and designed to establish the regulations in areas designated "Commercial," "Office," or "Shopping Center" on the official colored master plan of 1966 entitled "Park View Scott County, Iowa" or any amendment thereto. The district is intended to serve the commercial, retail, office, and service needs of Park View residents and rural Scott County. It is not intended for light industrial or residential uses.
- B. Principal Permitted Uses:
- (1) Neighborhood retail commercial services, including but not limited to:
 - a. Retail sales and service businesses, including convenience stores with fuel sales, car washes, but no vehicle repair, painting or auto body work;
 - b. Restaurants and drinking establishments;
 - c. Financial institutions such as banks and savings and loan offices;
 - d. Professional, administrative, service and general business offices;
 - e. Medical offices, clinics and health care related facilities;
 - f. Indoor recreational or entertainment businesses;
 - g. Other uses, subject to site plan review, which are determined by the Planning and Zoning Commission to be of a similar and compatible nature to the above uses.
 - (2) Schools, public and private educational institutions, preschools and day care facilities.
 - (3) Churches or other places of worship, including parish house, Sunday school building, and bulletin boards.
- C. Accessory Permitted Uses: Accessory uses customarily incidental to any allowed use within the district.
- D. Special Permitted Uses: None.
- E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|--------------|-----------|------------|-----------|-----------|-------------|------------|
| 20,000 sq ft | 130 ft | 25 ft | 5 ft | 15 ft | 3 | 35 ft |

Accessory Buildings

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
| N/A | N/A | 25 ft | 5 ft | 5 ft | 2 | 35 ft |

6-16. "C-1" NEIGHBORHOOD COMMERCIAL DISTRICT

- A. General Intent: The "C-1" Neighborhood Commercial District is intended and designed to provide for areas for office/commercial, commercial/service and retail businesses that serve the local community and are generally limited in size and scope. Such Districts will only be permitted on adequately constructed paved County/State roads.
- B. Principal Permitted Uses:

- (1) Farms, farming and farmhouses as defined in Section 6-5 Definitions. Generally farms, farm buildings and farmhouses, which are primarily adapted for agricultural purposes, are exempt from County zoning regulations. (See Section 6-4 Agricultural Exemptions).
- (2) Dwelling units which are physically a part of, and subordinate to, a retail, office or service establishment, and which meet all County Health Department requirements.
- (3) Neighborhood Retail Commercial Uses, in buildings not exceeding 5,000 square feet of floor area and without outdoor storage of materials, including but not limited to:
 - a. Retail sales and service businesses, including convenience stores with fuel sales, car washes, but no vehicle repair, painting or auto body work;
 - b. Restaurants and drinking establishments;
 - c. Financial institutions such as banks and savings and loan offices;
 - d. Professional, administrative, service and general business offices;
 - e. Medical offices, clinics and health care related facilities;
 - f. Indoor recreational or entertainment businesses;
 - g. Other uses, subject to site plan review, which are determined by the Planning and Zoning Commission to be of a similar and compatible nature to the above uses.
- (4) Franchised utility substations, including any mechanical buildings.

C. Accessory Permitted Uses: Accessory uses customarily incidental to any allowed use within the District.

D. Special Permitted Uses:

- (1) Schools, public and private educational institutions, and preschools and day care facilities
- (2) Churches or other places of worship, including parish house, Sunday school building, and bulletin boards
- (3) Bed and Breakfast homes.

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
|----------|-----------|------------|-----------|-----------|-------------|------------|

No sewer or water

| | | | | | | |
|--------|--------|-------|-------|-------|---|-------|
| 1 acre | 130 ft | 25 ft | 10 ft | 20 ft | 3 | 35 ft |
|--------|--------|-------|-------|-------|---|-------|

W/sewer or water

| | | | | | | |
|--------------|-------|-------|-------|-------|---|-------|
| 20,000 sq ft | 80 ft | 25 ft | 10 ft | 20 ft | 3 | 35 ft |
|--------------|-------|-------|-------|-------|---|-------|

Accessory Buildings

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|----------|-----------|------------|-----------|-----------|-------------|------------|
|----------|-----------|------------|-----------|-----------|-------------|------------|

N/A N/A 25 ft 10 ft 10 ft 2 35 ft

6-17. "C-2" COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT

- A. General Intent: The "C-2" Commercial and Light industrial District is intended and designed to provide areas for general commercial, highway commercial and light industrial uses intended to serve the needs of the County and the Quad Cities in areas along adequately constructed paved County/State roads.
- B. Principal Permitted Uses:
- (1) Any principal permitted use in the "C-1" District using the same restrictions.
 - (2) Retail and wholesale commercial sales and service businesses including outdoor storage of materials and equipment, with all outdoor storage screened from any adjacent road and residences.
 - (3) Financial institutions such as banks and savings and loan offices.
 - (4) Professional, administrative, service and general business offices.
 - (5) Medical office, clinics and health care related facilities.
 - (6) New and used vehicle sales and service including service and body shops but not including parts salvage or vehicle dismantling.
 - (7) Truck stops, truck terminals and trucking companies.
 - (8) Restaurants, drinking establishments and night clubs.
 - (9) Hotel-motel and tourist related service businesses.
 - (10) Indoor and outdoor recreational and entertainment businesses.
 - (11) Adult bookstores, adult video stores, adult motion pictures theaters, and sexual activity establishments subject to the following conditions:
 - a. Location: These uses shall not be located within one thousand (1000) feet of each other; not within one thousand (1000) feet of any public or private school, licensed day care facility, church, public park or residential district and not within five hundred (500) feet of any existing dwelling.
 - b. Restrictions: Sexual activity establishments shall not allow touching as defined in specified sexual activities between employees and between employees and patrons. All building openings, entries, windows, etc., for any of the above uses, shall be located, covered, or screened in such a manner to prevent a view into the interior from any public or semi-public areas and such display shall be considered as signs. Any of the above activities which do not conform to the provisions set forth in this subparagraph shall be considered in violation of this Ordinance.

- (12) Light industrial uses conducted entirely within an enclosed building and no excessive noise, dust and smoke beyond the property and all outdoor storage screened from any adjacent road and residences.
- (13) Contractor office, storage and sales with all outdoor storage of equipment and materials screened from any adjacent road and residences.
- (14) Warehouse, storage, rental business and services with all outdoor storage screened from any adjacent road and residences.
- (15) Other uses, subject to site plan review which are determined by the Planning and Zoning Commission to be of a similar and compatible nature to the above uses.

C. Accessory Permitted Uses:

- (1) Accessory uses customarily incidental to any permitted principal use within this District; including dwelling units physically attached and subordinate to such use, and which meet all County Health Department requirements.

D. Special Permitted Uses:

- (1) Airport or commercial landing fields, for commercial and private aircraft and helicopters
- (2) Communication towers and antennas, with the Board of Adjustment considering the following:
 - (a) Any equipment cabinet or building shall be adequately screened from nearby residential uses;
 - (b) Co-location shall be preferred over new tower construction;
 - (c) The tower shall be removed when the use of the tower has ceased for one (1) year or greater.
 - (d) When the party establishing the use does not own the property on which it is to be constructed or installed, the applicant shall provide a signed lease agreement, which shall include provisions for decommissioning and removal of the tower and equipment at the end of the lease term or when the tower is no longer in use;
 - (e) The applicant shall provide documentation of compliance with any applicable regulations of the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and/or the Federal Aviation Administration (FAA).
- (4) Mobile Home Parks established in accordance with Section 6-25.
- (5) Travel Trailer Parks established in accordance with Section 6-26.

E. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

| Principal Building | | | | | | |
|--------------------|-----------|------------|-----------|-----------|-------------|------------|
| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
| No sewer or water | | | | | | |
| 2 acre | 130 ft | 50 ft | 10 ft | 20 ft | 3 | 45 ft |
| W/sewer or water | | | | | | |

| | | | | | | |
|---------------------|-----------|------------|-----------|-----------|-------------|------------|
| 1 acre | 130 ft | 50 ft | 10 ft | 20 ft | 3 | 45 ft |
| W/sewer & water | | | | | | |
| 20,000 sq ft | 100 ft | 25 ft | 10 ft | 20 ft | 3 | 45 ft |
| Accessory Buildings | | | | | | |
| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | 35 ft |

6-18. "I" INDUSTRIAL DISTRICT

A. General Intent: The “I” Industrial District is intended and designed to provide areas for industrial and/or commercial development of a more intense character. Prior to establishment of any such district adequate information shall be submitted regarding the effect of the proposed use on the adjoining property and area, the adequacy of the County road system to handle the anticipated traffic, any potential traffic hazards, the handling of sewage wastes and storm water runoff, the potential of increasing the base flood elevation, and other matters relating to the public safety, public health, and general welfare. This district is intended to accommodate industrial uses other than those requiring an Industrial Floating Zone, and is intended to be established through the rezoning of existing commercial, industrial, or Agricultural General ("A-G") holding zone districts, excluding the Park View Commercial District ("CAD-PV"). It is not intended that this district be established through the rezoning of any existing residential district.

Any existing land zoned "M" Heavy Manufacturing at the time and date of adoption of this Ordinance shall be classified as "I" Industrial District on the Official Zoning Map and may continue as the established use. Any re-occupancy, change in use or new development of such property would be subject to the review and approval of a site plan in accordance with the regulations of Section 6-29 Site Plan Review.

B. Principal Permitted Uses: A building or premises may be used or occupied for a variety of purposes; provided the regulations listed in the following subsections are met:

- (1) Any permitted use in the "C-2" District.
- (2) Asphalt plants.
- (3) Bulk tank storage plant facilities and other raw materials storage yards exceeding ten (10) acres in size.
- (4) Concrete mixing and concrete products manufacturing.
- (5) Secondary and tertiary processing of stone, sand, gravel, dirt, clay, and similar materials which require a fixed plant.
- (6) Manufacture and assembly operations that are not conducted entirely within an enclosed building, that generate noise, smoke, odors and/or dust and that involve significant areas of outdoor storage of materials or finished products.
- (7) Metal foundries

- (8) Junk, salvage, or scrap metal yards. Junk, metal or rags, storage or baling, where the premises upon which such activities are conducted are wholly enclosed within a building, wall or solid fence not less than six (6) feet in height, completely obscuring the activity. Existing legal junk yards may continue operation, but must meet certain screening requirements within six (6) months of the effective date of this Ordinance. Such junk yards must comply with the fifty (50) foot setback requirements for all junk and scrap metal and must screen such material from the County road with solid material fence which screens all such junk and scrap metal. Such fence shall be a minimum six (6) feet high.
- (9) Manufacture and wholesale storage of fertilizers exceeding ten (10) acres in size.
- (10) Petroleum, liquid or gaseous, or its products, refining and wholesale storage.
- (11) Meat packing, meat processing and rendering facilities or refining and wholesale storage.
- (12) Other uses, subject to site plan review which are determined by the Planning and Zoning Commission to be of a similar and as intense in nature as the above uses.

C. Accessory Permitted Uses: Accessory uses and structures customarily incidental to any permitted principal use.

D. Special Permitted Uses: Any special permitted uses allowed in C-2.

E. Required Conditions for Permitted and Accessory Uses in an "I" Zoning District:

- (1) The best reasonable means for the disposal of refuse matter or water carried waste, the abatement of obnoxious or offensive odors, smoke, dust, gas, noise, or similar nuisance shall be employed.
- (2) All buildings and accessory buildings or structures shall be located at least one hundred (100') feet from an "R-1" or "R-2" District boundary and not less than fifty (50') feet from any District except a "C-2" District.
- (3) All uses which require heavy truck usage shall only be located on adequately constructed paved roads which avoid residential areas.
- (4) Adequate safeguards shall be taken to fence or screen any on-site hazard from the public.
- (5) All stormwater drainage shall meet all applicable local, state and Federal regulations and all existing agricultural drainage tiles and underground drainage system shall be maintained and remain unimpeded.
- (6) The proposed location, design, construction and operation shall not diminish or impair established property values in adjoining or surrounding property.

F. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements

Principal Building

| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
|---------------------|-----------|------------|-----------|-----------|-------------|------------|
| No sewer or water | | | | | | |
| 2 acre | 150 ft | 50 ft | 20 ft | 20 ft | 3 | TBD |
| W/sewer or water | | | | | | |
| 1 acre | 150 ft | 50 ft | 20 ft | 20 ft | 3 | TBD* |
| W/sewer & water | | | | | | |
| 20,000 sq ft | 100 ft | 25 ft | 10 ft | 20 ft | 3 | TBD* |
| Accessory Buildings | | | | | | |
| Lot Area | Lot Width | Front Yard | Side yard | Rear Yard | Max Stories | Max Height |
| N/A | N/A | 50 ft | 10 ft | 10 ft | 2 | TBD* |

*All building & structure heights to be determined and established with site plan review and approval.

6-19. "I-F" INDUSTRIAL FLOATING DISTRICT

- A. General Intent: The "I-F" Industrial Floating District is intended and designed to provide areas for very large scale industrial and commercial development of a more intense character than is allowed in other commercial, or light industrial zoning districts. The District is also intended to accommodate very large scale industrial/commercial uses requiring considerable amounts of contiguous land for operation and buffering, and which by their nature represent a substantial and significant economic development opportunity for Scott County and the region. Such very large scale industrial/commercial uses can be considered for review and approval through the rezoning of property within existing commercial, industrial, or agricultural zoning districts. The adopted industrial development objectives of the Scott County Comprehensive Plan identify the conditions under which the creation of such an "I-F" District can be approved for a very large scale industrial/commercial development.

Prior to establishment of any such floating district adequate information shall be submitted regarding the effects of the proposed use upon the local and regional economy, the impact on the adjoining property and area, the adequacy of the road system to handle the anticipated traffic, any potential traffic hazards, the handling of sewage wastes and storm water runoff, the potential of increasing the base flood elevation, and other matters relating to the public safety, public health, and general welfare. The site plan approval will occur in conjunction with the rezoning review and approval. The standards, criteria and conditions of approval will be applied, as deemed appropriate and applicable, during the rezoning review and approval process.

- B. Principal Permitted Uses: Land or buildings may be used for any of the following, in so far as the regulations contained in Sections D, E, and F are met.
- (1) Any use permitted in the "I" District that due to its size and scale requires an "I-F" zoning classification.
- C. Accessory Permitted Uses: Accessory uses and structures customarily incidental to any permitted principal use.

- D. Special Permitted Uses: None
- E. The Planning Commission and Board of Supervisors shall consider the following characteristics of any land being petitioned for a rezoning to an "I" Floating District:
- (a) Present use
 - (b) Corn suitability rating (CSR)
 - (c) Access/proximity of existing transportation networks, sewer or water connections, or other needed infrastructure; as well as the feasibility of extending such facilities, if necessary
 - (d) Particular suitability or adaptability of the land to accommodate the proposed use
- F. Required Conditions for rezoning land to "I-F" Industrial Floating District:
- (1) No portion of the site proposed to be developed, including but not limited to buildings, storage areas, and transportation facilities, may be located in a mapped 100-year or 500-year floodplain.
 - (2) The potential impacts on any environmentally sensitive areas, such as lakes, ponds, streams, rivers and wetlands, steep slopes, aquifers and recharge areas, unstable building sites, natural wooded areas, prairie and other wildlife habitats, shall be identified and considered for reasonable mitigation. The Planning Commission may recommend, and the Board of Supervisors may approve, off-site mitigation of environmentally sensitive areas as opposed to their preservation.
 - (3) The best reasonable means known for the disposal of refuse matter or water carried waste, the abatement of obnoxious or offensive odors, smoke, dust, gas, noise, or similar nuisance shall be employed.
 - (4) All buildings and accessory buildings or structures shall be located at least five hundred (500) feet from an "R-1" or "R-2" District boundary and not less than one hundred (100) feet from any other District except a "C-2" or "I" District.
 - (5) All uses which require heavy truck usage shall only be located on adequately constructed paved roads which avoid residential areas.
 - (6) Adequate safeguards shall be taken to fence or screen an on-site hazard from the public.
 - (7) The proposed location, design, construction and operation shall consider the impact on the property values of adjoining or surrounding property.
 - (8) Any development plan must provide documentation that the project will not negatively affect the operation of existing agricultural drainage tiles on adjacent properties.
- G. Procedure for Rezoning Land to "I-F" Industrial Floating
- (1) Developer/landowner must apply to the Planning and Zoning Commission for approval of a specific development plan involving one of the principal permitted uses listed in

paragraph "B" above. The development plan must include a site plan for the development in accordance with Section 6-29 Site Plan Regulations. The standard rezoning procedures contained in Section 6-31 Zoning Amendment Procedures shall be followed, beginning with the Planning and Zoning Commission holding a rezoning public hearing before making a recommendation to the Board of Supervisors.

- (2) Developer must apply for all State and federal required permits for the proposed development and provide copies of the application for review.
- (3) The Board of Supervisors will receive the Commission's recommendation plus information received during the Commission public hearing process and will hold a public hearing in accordance with Section 6-31 Zoning Amendment Procedures. Based on the Commission recommendation, County staff comments, a review of the required State permit applications, and comments from the applicant and the public, the Board may approve or deny the application. If approved, the site plan approval conditions will be included with the ordinance changing the zoning. Final County approval is contingent on State and/or Federal permit approval as may be required
- (4) If the applicant's application is adopted by the Board, the department staff shall update the zoning map to show the specific location of the "I-F" district (including the separation spacing).

H. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements: The lot area, building and structure setbacks and heights of buildings and structures will be determined and approved through the established procedures.

6-20. "SW-F" SOLID WASTE DISPOSAL SITE FLOATING DISTRICT

- A. General Intent: The "SW-F" Solid Waste Disposal Site Floating District is intended and designed to meet a preponderance of the policies and guidelines of the comprehensive Scott County Landfill Siting Policies as adopted in 1993 and any amendments thereto. The area rezoned to "SW-F" will be large enough to meet the needs for landfilling and waste recovery, plus a buffer area. Specific conditions for construction, operation, and closing the facility will be developed during the solid waste disposal siting process, as prescribed in the General Provisions section of this District below.
- B. Principal Permitted Uses: Property and building in a "SW-F" Solid Waste Disposal Sites District shall be used for the following purposes:
 - (1) Current land and building uses as of May 1, 1993, if legal in the current zoning district.
 - (2) Solid Waste Disposal Sites, if approved in accordance with the General Provisions section of this District.
 - (3) Conservation and wildlife habitat.
- C. Accessory Permitted Uses: Accessory buildings and uses customarily incidental to any of the uses in paragraph "B" above.

D. General Provisions: No new solid waste disposal site or extensions to existing legal solid waste disposal site shall be allowed until approved by the Board of Supervisors. Such site and proposed operational procedures shall comply with Iowa Department of Natural Resources rules.

E. Application Procedures:

- (1) Applications shall be made in writing signed by the applicant, in accordance with Section 455B., Iowa Code, and shall contain the location and legal description of the proposed site. The application must be accompanied by eight (8) copies of the documents described in Section 455B.305A.2., 2015 Code of Iowa.
- (2) The Zoning Administrator, upon receipt of the application, documents, and filing fee, shall forward copies of the application to the Planning and Zoning Commission, and a complimentary copy to the Board of Supervisors. The Commission shall conduct a public hearing at least forty-five (45) days and no later than seventy-five (75) days after receipt before making a recommendation to the Board of Supervisors. The applicant shall file a rezoning application no sooner than thirty (30) days prior to the public hearing so that the Solid Waste Disposal site and rezoning procedures can be handled concurrently. A public notice of the joint purpose public hearing shall be published in the official newspapers in accordance with Section 331.305, Iowa Code. Property owners of record, as described in Sections 455B.305A.3, Iowa Code, shall be notified of the public hearing by ordinary first class mail. The Commission shall forward a recommendation to the Board of Supervisors within thirty (30) days of the hearing.
- (3) The Board of Supervisors shall receive the recommendation of the Commission and six (6) additional copies of the application from the applicant and hold a public hearing in conformance with Sections 455B.305A.5, Code of Iowa and this Ordinance. The Board shall not make a decision until the public has had a 30-day opportunity to comment on the public hearing for site approval and rezoning. The first reading of the rezoning shall be delayed until after the 30-day review period. Before final Board action to approve, approve with conditions, or to disapprove, the applicant's proposal shall be made available to the public in writing. The second reading of the ordinance to amend the zoning ordinance and map will be delayed and reflect the decision of the Board. The rezoning shall be denied if the application for site approval is denied.
- (4) The applicant is entitled to one amendment to the original application. It will be administered in conformance with Sections 455B.305A.6., 1993 Code of Iowa.
- (5) The application fee shall be \$1,000 to start the process. The County shall monitor all reasonable and necessary costs for reviewing the original application and one amendment, if any, including staff costs and other overhead costs. When the costs exceed \$1,000, the applicant will reimburse the County for all reasonable and necessary costs within thirty days of receipt of itemized County claims.

F. Standards for Reviewing: In considering an application for a Solid Waste Disposal Site, the Planning and Zoning Commission and Board of Supervisors will assure themselves that:

- (1) The proposed site is or will be zoned "SW-F".
- (2) The proposed site meets the preponderance of the Scott County Landfill Siting Policy Statement and Scott County Land Use Policies.

- (3) The proposed site meets or exceeds all requirements for such sites as regulated by the Iowa Department of Natural Resources.

G. Minimum Lot Area, Lot Width, Setback, & Maximum Height Requirements: The lot area, building and structure setbacks and heights of buildings and structures will be determined and approved through the established procedures.

6-21 GENERAL PROVISIONS OF THE FLOODWAY, FLOODWAY FRINGE, AND GENERAL FLOODPLAIN OVERLAY DISTRICTS

A. Permit Required: No person, firm, or corporation shall initiate any development or cause the same to be done in any Flood Plain Overlay District without first obtaining a permit for such development. The Administrative Officer shall review all permit applications to determine if the standards of the Flood Plain Overlay Districts will be met and to insure that all necessary permits will be obtained from Federal, State, and Local governmental agencies.

- (1) Application for Permit - Application for a Flood Plain Development Permit shall be on forms supplied by the Administrator and shall include the following information:
 - (a) Description of the work to be covered by the permit for which application is to be made.
 - (b) Description of the land on which the proposed work is to be done (i.e., lot, block, tract, street address or similar description) that will readily identify and locate the work to be done.
 - (c) Identification of the use or occupancy for which the proposed work is intended.
 - (d) Elevation of the 100-year flood.
 - (e) Elevation (in relation to the National Geodetic Vertical Datum) of the lowest floor including basement) of buildings or of the level to which a building is to be floodproofed.
 - (f) For buildings being improved or rebuilt, the estimated cost of improvements and assessed value of the building prior to the improvements.
 - (g) Such other information as the Administrator deems reasonably necessary for the purpose of this ordinance.
- (2) Filing Fee - All applications shall pay a fee based on the fee schedule approved by the Board of Supervisors.
- (3) Action on Permit Application - The Administrator shall, within a reasonable time, make a determination as to whether the proposed flood plain development meets the applicable provisions and standards of this ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.

- (4) Construction and Use to be Provided in Application and Plans - Flood Plain Development Permits issued on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall submit an "as built" Certificate of Elevation by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of the Ordinance, prior to the use or occupancy of any structure.
- B. Notification or Alteration or Relocation of Watercourse: The Director/Zoning Administrator shall notify adjacent communities or counties and the Iowa Department of Natural Resources prior to any proposed alteration or relocation of a watercourse.
- C. Warning and Disclaimer of Liability: The degree of flood protection required by the standards of the Flood Plain Overlay Districts is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by manmade or natural causes, such as ice jams and bridge openings restricted by debris. These standards and provisions do not imply that areas outside the Floodway, Floodway Fringe, or General Flood Plain Overlay Districts will be free from flooding or flood damage. These provisions shall not create liability on the part of Scott County or any officer or employee thereof for any flood damage that may result from reliance on these provisions or any administrative decision lawfully made thereunder.
- D. Abrogation and Greater Restrictions: it is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restriction. However where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.

6-22. "FW" FLOODWAY OVERLAY DISTRICT

- A. General Intent: It is the intent of the "FW" Floodway Overlay District that the identified area is designated to carry flood waters and should be protected from developmental encroachment which would increase the flood levels or cause unnecessary threats to personal property or allow unnecessary threats to personal safety. Buildings and structures which impede the free flow of flood waters will not be allowed.
- B. Development Standards: All uses in the "FW" Overlay District shall comply with the underlying Zoning District requirements and the provisions of Section 6-18. In addition, the following standards shall be met:
- (1) No use shall cause any increase in the 100 year flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) All proposed uses and construction shall be consistent with the need to minimize flood damage, and use construction materials and utility equipment that are resistant to flood damage.

- (3) No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or any other drainage facility or system.
- (4) Structures, buildings and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- (5) Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.
- (6) Storage of materials or equipment that are buoyant, flammable, explosive, or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
- (7) Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources.
- (8) Any fill allowed in floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (9) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
- (10) No dwellings, including factory-built homes, shall be permitted.

6-23. "FF" FLOODWAY FRINGE OVERLAY DISTRICT

- A. General Intent: The intent of the "FF" Floodway Fringe Overlay District is to require special site planning and construction standards to minimize the threats to personal safety and damage to property caused by flooding.
- B. Development Standards: All uses in the "FF" Floodway Fringe Overlay District shall comply with the underlying Zoning District requirements and the provisions of Section 6-18. In addition, the following standards shall be met:
 - (1) All structures shall i) be adequately anchored to prevent flotation, ii) be constructed with materials and utility equipment resistant to flood damage, and iii) be constructed by methods and practices that minimize flood damage.
 - (2) Residential Buildings: All new, substantially improved, or substantially damaged residential structures shall have the lowest floor, including basements, elevated a minimum of one (1) foot above the 100-year flood level. Construction shall be upon compacted fill which shall, at all points, be no lower than one (1) foot above the 100-year flood level and extend at such elevation at least eighteen (18) feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers) may be allowed, subject to favorable consideration by the Director/Zoning Administrator, where existing topography, street grades, or other factors preclude elevating by fill. In such

cases the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding. All new residential buildings shall be provided with a means of access which will be passable by emergency vehicles during the 100-year flood.

- (3). Non-residential buildings - All new and substantially improved, or substantially damaged non-residential buildings shall have the first floor (including basement) elevated a minimum of one (1) foot above the 100-year flood level, or together with attendant utility and sanitary systems, be floodproofed to that level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year flood. A record of certification indicating the specific elevation (in relation to National Geodetic Vertical Datum) to which any structures are floodproofed shall be maintained by the Administrative Officer.
- (4) The exemption of detached garages, sheds, and similar structures from the 100-year flood elevation requirements may result in the increased premium rates for insurance coverage of the structure and contents. However, these detached garages, sheds, and similar accessory-type structures are exempt from the 100-year flood elevation requirements when:
 - (a) The structure shall not be used for human habitation.
 - (b) The structure shall be designed to have low flood damage potential.
 - (c) The structure shall be constructed and placed on the building site as to offer minimum resistance to the flow of floodwaters.
 - (d) The structures shall be firmly anchored to prevent flotation which may result in damage to other structures.
 - (e) The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one (1) foot above the 100-year flood level.
- (5) All new and substantially improved structures:
 - (a) Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the flooding minimum criteria:
 - i. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - ii. The bottom of all openings shall be no higher than one foot above grade.
 - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 - (b) New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

- (c) New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (6) Factory-built homes shall be anchored to resist flotation, collapse, or lateral movement according to the State Building Code and shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level. All new or replacement factory-built homes shall comply with these requirements.
 - (a) Recreational vehicles are exempt from the requirements of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied;
 - i. The recreational vehicle shall be located on the site for less than 180 consecutive days, and
 - ii. The recreational vehicles must be fully licensed and ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security device and has no permanently attached additions.
 - (b) The recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of this Ordinance regarding anchoring and elevation of factory built homes
- (7) Utility and Sanitary Systems:
 - (a) All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one (1) foot above the 100-year flood elevation.
 - (b) On site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - (c) New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than one (1) foot above the 100-year flood elevation.
 - (d) Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- (8) No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch, or other drainage facility or system.
- (9) Subdivisions, including factory-built home parks and subdivisions, shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals shall meet the applicable performance standards. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access during occurrence of the 100-year flood.

- (10) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the 100-year flood level. Other material and equipment must either be similarly elevated or i) not be subject to major flood damage and be anchored to prevent movement due to flood waters, or ii) be readily removable from the area within the time available after flood warning.
- (11) Flood control structural works such as levees, floodwalls, etc., shall provide, at a minimum, protection from a 100-year flood with a minimum of three (3) feet of design freeboard and shall provide for adequate interior drainage. In addition, structural flood control works shall be approved by the Iowa Department of Natural Resources.

6-24. "GF" GENERAL FLOOD PLAIN OVERLAY DISTRICT

- A. General Intent: The "GF" General Floodplain Overlay District reflects those areas which would be inundated during a 100-year flood, but for which specific flood elevations and floodway and floodway fringe limits have not been established. It is the intent of the "GF" Overlay District to impose the development standards of the FW and FF Overlay Districts after a determination is made to identify the floodway and floodway fringe areas on an individual project basis. Where 100-year flood data has not been provided in the Flood Insurance Study, the applicant for a Flood Plain Development Permit shall contact the Iowa Department of Natural Resources to compute such data. The Department of Natural Resources shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other source, as criteria for reviewing new construction, substantial improvements, or other development in the General Flood Plain Overlay District.
 - (1) All uses or portions thereof to be located in the floodway as determined by the Iowa Department of Natural Resources shall meet the applicable standards of the "FW" Overlay District.
 - (2) All uses or portions thereof to be located in the floodway fringe as determined by the Iowa Department of Natural Resources shall meet the standards of the "FF" Overlay District.

6-25. MOBILE HOME PARK REGULATIONS

- A. General Intent: Mobile Home Parks are uses of land which because of their unique characteristics are classified as a Special Use in the particular District or Districts identified so that in each case the impact upon the proposed site, neighboring land, public facilities, and the public need for such Parks in a particular location can be evaluated.
 - (1) Mobile homes may be occupied and used for dwelling purposes only if located in an approved Mobile Home Park in accordance with this Ordinance and Chapter 435, 2015 Code of Iowa. Such Parks may only be allowed in the following Zoning Districts through approval of a Special Use permit: "R-2", and "C-2".
 - (2) Mobile Home Parks are areas containing mobile homes which are structures designed and intended to be used as permanent living facilities. Mobile Home Parks may contain a limited number of travel trailers as defined in this Ordinance, intended to serve as temporary living facilities. Any travel trailer may locate in an approved Mobile Home Park not to exceed 180 days per calendar year. The allowance for travel trailers does not

include tents or tent camping within any Mobile Home Park. At any one time, a Mobile Home Park must have the majority (51% or more) of its occupied spaces containing Mobile Homes as defined in this Ordinance. Failure to comply with this majority requirement shall be grounds for revocation of the Special Use permit.

- (3) Special Permitted Use: Any proposed Mobile Home Park shall apply for a Special Use permit, on forms provided by the Zoning Administrator, before any construction has begun or any mobile homes are placed on the site. The application shall be a written application to the Zoning Board of Adjustment and include the following information as a minimum:
 - (a) The name, address, and signature of the applicant, the land owner, and the developer (if different).
 - (b) The location and legal description of the proposed tract for the Park.
 - (c) A brief description of why this site should be developed for a Mobile Home Park, including facts showing the proposed Park complies with the Comprehensive Plan and Land Use Policies.
- B. Filing Fee: All applications shall pay a fee based on the fee schedule approved by the Board of Supervisors.
- C. Site Plan Requirements: The application also shall be accompanied by a Site Plan, consisting of eight (8) copies, which will be used by the County and the Zoning Board of Adjustment in making its decision. The Site Plan shall be drawn at a reasonable and legible scale and shall include the following:
 - (1) A separate vicinity map showing the Park's relationship to existing streets, adjoining properties, and public facilities.
 - (2) Existing and proposed contour intervals of not more than five (5) feet, provided, however, that a minimum of two (2) contours shall be shown.
 - (3) The location of existing property lines and other pertinent information including but not limited to: Surface features, buildings, roads, railroads, utilities, watercourses, mature trees, and similar items affecting the development. Also, the location of sub-surface features, such as underground utilities and drain tiles.
 - (4) All existing adjacent subdivisions, streets, lots, and tracts of land along with the location of such homes, farm buildings, and other buildings.
 - (5) The proposed location of mobile home/travel trailer sites, streets, traffic flow, street lighting, access to public streets and roads, layouts for lots and spaces, location of utilities and utility easements, recreation areas, park accessory buildings and facilities.
 - (6) The location and manner of providing water supply and sewage treatment which meets Iowa DNR and Scott County Health Department regulations.
 - (7) A grading plan including detailed information complying with Iowa DNR and local Scott County regulations for handling storm water run-off.
 - (8) The title in large letters of the proposed Park, a north arrow, scale, the Zoning District in which the land is located, and the proposed street names in the Park.

- D. Filing Sequence: Once the application, fee, and Site Plan (8 copies) are properly filed with the Zoning Administrator, the application shall be put on the next regular meeting for the Zoning Board of Adjustment, which allows twenty (20) days for review prior to the meeting. One copy will be forwarded to the Board of Health and the County Engineer for review and recommendation at the public hearing.
- (1) The Zoning Administrator will make public notice in the newspaper and send notification to all property owners of record within five hundred (500) feet of the proposed Park site.
 - (2) The Zoning Board of Adjustment, after such public hearing, may grant a Special Use Permit to the applicant to operate a Mobile Home Park in Scott County. The decision may be postponed until the next regular meeting, if there is not enough information to make a proper decision after the public hearing.
- E. Board Findings: The Board may approve such Park application if it can affirm that the proposed Park is to be located in an eligible Zoning District; that it substantially meets the standards and procedures of this Section, the general intent of the Zoning Ordinance, and the Comprehensive Plan; that there are adequate provisions for fire protection and water supply; that the proposed Park will not be detrimental to, nor endanger the public health, safety and general welfare; that it will not be injurious to the use and enjoyment of adjacent property owners for the purposes already permitted; nor will it substantially diminish property values within the neighborhood; and that the proposed Park will not impede the normal and orderly development of the surrounding property for uses permitted in the District. The Board may grant the permit, but include such conditions on the layout and operation of the Park as it deems essential to be consistent with the spirit, purpose, and intent of this Ordinance.
- F. Standards: (Applicable to new parks and additions to existing parks)
- (1) Minimum Site: The minimum site for a Mobile Home Park shall be five (5) acres.
 - (2) Mobile Home Density: A maximum density of eight (8) mobile homes per acre of ground is permitted.
 - (3) Open Space: Common open space shall be provided and based on a factor of three hundredths (0.03) acres per mobile home with a minimum of one (1) acre of useable land designated per Park addition.
 - (4) Roadways, Streets, and Driveways: For roads and streets in mobile home parks, the design standards and procedures for streets as prescribed in the Scott County Subdivision Ordinance, Section 9-17, shall apply. The applicant shall have all streets inspected throughout the construction process by a registered professional engineer who will certify that the streets meet the above standards.
 - (5) Street Lighting: Adequate street lighting shall be provided as necessary, and reviewed at the time the Special Use permit is considered.
 - (6) Off-Street Parking: Off-street parking shall be provided in the Park for the use of Park residents and guests. Parking spaces shall be hard surfaced in Mobile Home Parks and located conveniently to the mobile home lot or space. In Mobile Home Parks, two (2)

vehicle parking spaces shall be provided for each lot with a minimum of one (1) parking space on the lot.

- (7) Spaces: Individual lots or spaces shall be so arranged that there will be at least a fifteen (15) foot clearance between units, including any additions . No mobile home shall be located closer than fifty (50) feet from the front property line (or right-of-way), nor closer than twenty (20) feet from any internal street or roadway surface, nor closer than twenty-five (25) feet from any side or rear property line, nor closer than five (5) feet from any interior lot line.
- (8) Building and Other Improvements: Plans and specifications of all Park-owned buildings and other improvements, including sewage, gas, electric and water supply, roadways and sanitary facilities constructed or to be constructed within the Park shall comply with applicable laws of the State of Iowa, including Section 435 of the 2015 Code of Iowa, and with applicable Chapters of this Code.

Buildings and structures shall be limited to one (1) "convenience shopping" store, the residence of the owner/operator, utility and recreation buildings, and accessory buildings and structures for the mobile home park residents. The applicant shall provide for an Iowa State Registered Professional Engineer to design the sanitary sewer and water systems and certify their installation according to the plans. The Professional Engineer will inspect the installation of the sewer and water systems and show proof thereof. Wastewater treatment systems for individual mobile homes are not permitted, unless approved by the Scott County Health Department.

- (9) Ownership of Park: The Park owner may not sell or transfer title of any lot or space in such Park. In the event of any such transfer, the Special Use permit of the Park shall be automatically revoked, and all units shall be removed from the premises within thirty (30) days of written notice to do so from the Zoning Administrator. It is the intention hereof that such Parks may be transferred in their entirety, as long as the new Park owner agrees to comply with the Special Use permit.
- (10) Occupancy: The Park may not be occupied until the sewer and water supply have been approved by the County Board of Health or the Iowa Department of Natural Resources (if applicable) and appropriate utilities have been installed and are operational. The internal roadways leading to the lot or space must be constructed. Once the utilities are in place, the Zoning Administrator will do an on-site inspection and provide a Certificate of Compliance for the Park or a phase of the Park.
- (11) Certificate of Occupancy: Each mobile home requires a building permit and must be inspected before it can be occupied. .
- (12) Changes in the Layout of the Park: Any substantial changes in the Park which would change lot sizes numbers, recreation areas, or street patterns first must be approved by the Zoning Administrator. Any new additions to the Park require the applicant to file for an amended Special Use permit with the Zoning Board of Adjustment.
- (13) Failure to Construct Park: A Special Use permit issued by the Zoning Board of Adjustment for such a Park shall become null and void if no substantial development has been completed one (1) year after the granting of such permit. This period may be extended only upon review and written approval of the Zoning Administrator.

- (14) Park Vacation: If a Mobile Home Park is vacated for more than one (1) year, the Special Use permit shall become null and void.
- (15) Temporary Mobile Home Occupancy Permits: Application for a permit to occupy a mobile home for dwelling or sleeping purposes outside of a park upon a lot or premises occupied by a dwelling shall be made at the office of the Zoning Administrator. Such permits may be granted for two purposes: 1) the care of a person by a relative when the mobile home has a HUD seal and is located on the same property as the permanent home, and 2) the temporary residency of a person or family engaged in the construction of a permanent residence on the premises. Said application shall set forth the location of the occupied dwelling where such mobile home is to be used and occupied; the name of the owner or occupant of such mobile home or travel trailer together with his car license number and the license number of such mobile home or travel trailer.

The Office of the Zoning Administrator may issue a permit for the temporary occupancy of a mobile home or travel trailer outside of a Park upon receipt of the application as set forth in the previous paragraph. The permit may be issued for a period specified by the Administrative Officer and not to exceed one (1) year from the date of the granting of the permit; and such permit may be extended for good cause in the judgment of the Zoning Administrator.

6-26. TRAVEL TRAILER PARK REGULATIONS

- A. General Intent: Travel Trailer Parks are uses of land which because of their unique characteristics are classified as a Special Use in the particular District or Districts identified so that in each case the impact upon the proposed site, neighboring land, public facilities, and the public need for such Parks in a particular location can be evaluated.
 - (1) Travel trailers may be occupied and used for temporary dwelling purposes only if located in an approved Travel Trailer Park or in an approved Mobile Home Park as addressed herein. Such Travel Trailer Parks may only be allowed in the following Zoning Districts through the approval of a Special Use permit: "A-G", "R-2", and "C-2".
 - (2) Trailer Parks are areas for the temporary location of travel trailers, as defined in this Ordinance and briefly here defined as motorized vehicles designed and intended for temporary living facilities. "Temporary" is intended to mean that such dwellings may be located in a Travel Trailer Park for no more than thirty (30) consecutive days, and for no more than 104 days in a calendar year (figure assumes location of a travel trailer for every weekend in a calendar year). Travel Trailer Parks may contain a limited number of tent/tent camping sites. Such tent sites are subject to the same maximum location requirements as travel trailers; no more than 30 consecutive days, and no more than 104 days in a calendar year. The location of a site built home, mobile home, or any other permanent or semi-permanent dwelling or structure other than a travel trailer or camping tent is prohibited.
 - (3) Special Permitted Use: Any proposed Travel Trailer Parks shall apply for a Special Use permit, on forms provided by the Zoning Administrator, before any construction has begun or any mobile homes are placed on the site. The application shall be a written application to the Zoning Board of Adjustment and include the following information as a minimum:

- (a) The name, address, and signature of the applicant, the land owner, and the developer (if different).
 - (b) The location and legal description of the proposed tract for the Park.
 - (c) A brief description of why this site should be developed for a Travel Trailer Park, including facts showing how the proposed Park complies with the Comprehensive Plan and Land Use Policies.
- B. Filing Fee: All applications shall pay a fee based on the fee schedule approved by the Board of Supervisors
- C. Site Plan Requirements: The application also shall be accompanied by a Site Plan, consisting of eight (8) copies, which will be used by the County and the Zoning Board of Adjustment in making its decision. The Site Plan shall be drawn at a reasonable and legible scale and shall include the following:
 - (1) A separate vicinity map showing the Park's relationship to existing streets, adjoining properties, and public facilities.
 - (2) Existing and proposed contour intervals of not more than five (5) feet, provided, however, that a minimum of two (2) contours shall be shown.
 - (3) The location of existing property lines and other pertinent information including but not limited to: Surface features, buildings, roads, railroads, utilities, watercourses, mature trees, and similar items affecting the development. Also, the location of sub-surface features, such as underground utilities and drain tiles.
 - (4) All existing adjacent subdivisions, streets, lots, and tracts of land along with the location of such homes, farm buildings, and other buildings.
 - (5) The proposed location of travel trailer sites, streets, traffic flow, street lighting, access to public streets and roads, layouts for lots and spaces, location of utilities and utility easements, recreation areas, park accessory buildings and facilities.
 - (6) The location and manner of providing water supply and sewage treatment which meets Iowa DNR and Scott County Health Department regulations.
 - (7) A grading plan including detailed information complying with Iowa DNR and local Scott County regulations for handling storm water run-off.
 - (8) The title in large letters of the proposed Park, a north arrow, scale, the Zoning District in which the land is located, and the proposed street names in the Park.
- D. Filing Sequence: Once the application, fee, and Site Plan (8 copies) are properly filed with the Zoning Administrator, the application shall be put on the next regular meeting for the Zoning Board of Adjustment, which allows twenty (20) days for review prior to the meeting. One copy will be forwarded to the Board of Health and the County Engineer for review and recommendation at the public hearing.
 - (1) The Zoning Administrator will make public notice in the newspaper and send notification to all property owners of record within five hundred (500) feet of the proposed Park site.

- (2) The Zoning Board of Adjustment, after such public hearing, may grant a Special Use permit to the applicant to operate a Travel Trailer Park in Scott County. The decision may be postponed until the next regular meeting, if there is not enough information to make a proper decision after the public hearing.
- E. Board Findings: The Board may approve such Park application if it can affirm that the proposed Park is to be located in an eligible Zoning District; that it substantially meets the standards and procedures of this Section, the general intent of the Zoning Ordinance, and the Comprehensive Plan; that there are adequate provisions for fire protection and water supply; that the proposed Park will not be detrimental to, nor endanger the public health, safety and general welfare; that it will not be injurious to the use and enjoyment of adjacent property owners for the purposes already permitted; nor will it substantially diminish property values within the neighborhood; and that the proposed Park will not impede the normal and orderly development of the surrounding property for uses permitted in the District. The Board may grant the permit, but include such conditions on the layout and operation of the Park as it deems essential to be consistent with the spirit, purpose, and intent of this Ordinance.
- F. Standards: (Applicable to new parks and additions to existing parks)
- (1) Minimum Site: The minimum site for a Travel Trailer Park shall be five (5) acres.
 - (2) Travel Trailer Density: A maximum density of fifteen (15) travel trailers per acre, and twenty-five (25) tents per acre, of ground is permitted.
 - (3) Open Space: Common open space shall be provided and based on a factor of three hundredths (0.03) acres per travel trailer space, and the same factor per every two (2) tent spaces (if applicable), with a minimum of one (1) acre of useable land designated per Park addition.
 - (4) Roadways, Streets, and Driveways: Roads, streets, and driveways, within Travel Trailer Parks shall be suitably graded, dust free, and constructed to provide proper drainage, safe and convenient access to each travel trailer space, and convenient circulation of vehicles. Street layout will be designed to limit the number of access points onto the public road system and to minimize traffic hazards. The roadway surface shall be constructed to maintain a driving area at least twenty (20) feet wide the entire route. If a pavement is desired, it shall first be approved by the County Engineer, who may require any and all forms of background information to assist him in making his decision. Such plans shall be approved before any construction may begin on the Travel Trailer Park.
 - (5) Street Lighting: Adequate street lighting shall be provided as deemed necessary, and reviewed at the time the Special Use permit is considered.
 - (6) Off-Street Parking: Off-street parking shall be provided in the Park for the use of Park residents and guests. In Travel Trailer Parks, one (1) vehicle parking space shall be provided for each site and one (1) additional for every three (3) travel trailer spaces, the same for every tent space (if applicable).
 - (7) Spaces: Individual lots or spaces shall be so arranged that there will be at least a fifteen (15) foot clearance between travel trailers. No permanent structures, such as porches, canopies, or other additions shall be built onto any travel trailer. No travel trailer shall be located closer than fifty (50) feet from the front property line (or right-of-way), nor

closer than twenty (20) feet from any internal street or roadway surface, nor closer than twenty-five (25) feet from any side or rear property line, nor closer than five (5) feet from any interior lot line.

- (8) **Building and Other Improvements:** Plans and specifications of all Park-owned buildings and other improvements, including sewage, gas, electric and water supply, roadways and sanitary facilities constructed or to be constructed within the Park shall comply with applicable laws of the State of Iowa and with applicable Chapters of this Code.

Buildings and structures shall be limited to one (1) "convenience shopping" store, the residence of the owner/operator, utility and recreation buildings, and accessory buildings and structures for maintenance of the Park. The applicant shall provide for an Iowa State Registered Professional Engineer to design the sanitary sewer and water systems and certify their installation according to the plans. The Engineer will inspect the installation of the sewer and water systems and show proof thereof.

- (9) **Ownership of Park:** The Park owner may not sell or transfer title of any lot or space in such Park. In the event of any such transfer, the Special Use Permit of the Park shall be automatically revoked, and all travel trailers shall be removed from the premises within thirty (30) days of written notice to do so from the Zoning Administrator. It is the intention hereof that such Parks may be transferred in their entirety, as long as the new Park owner agrees to comply with the Special Use permit.
- (10) **Occupancy:** The Park may not be occupied until the sewer and water supply have been approved by the County Board of Health or the Iowa Department of Natural Resources (if applicable) and lighting, electricity, and natural gas (if applicable) have been installed and are operational. The internal roadways leading to the lot or space must be constructed. Once the utilities are in place, the Zoning Administrator will do an on-site inspection and provide a Certificate of Compliance for the Park or a phase of the Park.
- (11) **Changes in the Layout of the Park:** Any substantial changes in the Park which would change lot sizes, numbers, recreation areas, or street patterns first must be approved by the Zoning Administrator. Any new additions to the Park require the applicant to file for an amended Special Use permit with the Zoning Board of Adjustment, following the same procedures established in this Ordinance.
- (12) **Failure to Construct Park:** A Special Use permit issued by the Zoning Board of Adjustment for such a Park shall become null and void if no substantial development has been completed one (1) year after the granting of such permit. This period may be extended only upon review and written approval of the Zoning Administrator.
- (13) **Park Vacation:** If a Travel Trailer Park is vacated for more than one (1) year, the Special Use permit shall become null and void.

6-27. OFF STREET VEHICULAR PARKING REQUIREMENTS

- A. **Off street parking required:** All new construction, re-development or change of use of property subject to the requirements of Section 6-29 Site Plan Review shall be required to provide off street parking and circulation areas in accordance with the requirements set forth as follows:
- (1) Off street parking spaces shall be provided using the following guidelines:

- (a) Single and two family dwellings 3 per unit
- (b) Townhouses and Apartments 2 per unit
- (c) Senior Residential facilities 1 per unit
- (d) Churches and assembly facilities 1 per every 3 persons of occupancy load
- (e) General Commercial Uses 1 per every 500 sq ft gross floor area
- (f) Outdoor Recreational facilities 1 per every 3 persons of design capacity
- (g) Retail Sales under 5,000 sq ft Floor area 1 per every 500 sq ft gross floor area
- (h) Retail Sales over 5,000 sq ft Floor area 1 per every 750 sq ft gross floor area
- (i) Office Uses 1 per every 500 sq ft gross floor area
- (j) Restaurants and on premise Liquor sales 1 per every 250 sq ft gross floor area
- (k) Industrial Uses 1 per every 750 sq ft gross floor area
- (l) Warehousing 1 per every 1,000 sq ft gross floor area
- (m) Other Uses not specifically Identified 1 per every 3 persons of occupancy load

- (2) Additional parking and circulation areas: All areas used for parking and circulation in excess of the above minimum required shall be constructed in accordance with the requirements of these regulations.
- (3) Accessible parking spaces required: Accessible parking spaces shall be provided in accordance with the requirements of the current edition of the American with Disabilities Act Accessibility Guidelines
- (4) Construction and design standards: Parking and circulation areas shall be designed and constructed in accordance with the Iowa Statewide Urban Design and Specifications (SUDAS) Chapter 12 Parking Lots Sections 1-6.
- (5) Completion or surety required: Prior to the issuance of Certificate of Occupancy all improvements required in accordance with this section must be completed or a performance bond be posted in an amount equal to 125% of the cost estimate of the required improvements to assure completion of the improvements within one (1) year of occupancy..

B. Storm water management: Stormwater runoff from parking and circulation areas shall be controlled in a manner approved by the County Engineer and designed and constructed in accordance with the Iowa Statewide Urban Design and Specifications (SUDAS) Chapter 12 Parking Lots Sections 1-6. Stormwater detention facilities sufficient to capture the runoff of a one hundred (100) year storm shall be placed on the property. The release rate of storm water out of the detention facility shall be restricted so as not to exceed the volume produced by a five (5) year storm when measured at the pre-developed flow rates. The velocity of the water leaving the property shall be reduced so as not to cause erosion. A drainage easement is required where storm water from a property crosses an adjacent property to reach a natural stream or public drainage facility. Enclosed storm sewers require County Engineer approval. If an acceptable pervious paving system is used the requirement to provide onsite stormwater detention can be eliminated.

C. Exceptions: Any exceptions or modifications to the requirements of the parking regulations shall be reviewed using the criteria established for the review of a Special Use permit by making

application to the Zoning Board of Adjustment under the procedures and criteria of Section 6-30 C (2) Special Permitted Uses.

6-28. SIGN AND BILLBOARD REGULATIONS

- A. General Intent: It is the intent of Scott County to establish effective sign regulation which recognizes public, as well as, private interests and investments in our environment; while regulating the number, size and location of signs; relating signs to the individual use, site and structure; prohibiting unsafe signs; causing the removal of abandoned and nonconforming signs; and to promote and protect the health, safety, welfare, aesthetics, convenience and enjoyment of the residents and visitors of Scott County.

It is also the intent of this Title to promote more effective and equitable sign placement and design compatible with the surroundings and appropriate to the type of activity to which the sign pertains; to encourage greater consideration of influencing factors and thoughtful design of signs; to promote economic and business development; to protect property values; to not disrupt agricultural operations or take agricultural operations out of production; reduce distractions and obstructions which may contribute to traffic hazards and/or accidents; and to enhance and protect the agricultural land, physical appearance and natural beauty of Scott County.

- B. Regulation of All Signs: The regulations contained in this Section shall apply to and regulate signs in all Districts. No sign shall be located, erected, or maintained except in compliance with these regulations. Signs, identified in this Section as requiring a permit, shall obtain a building permit and zoning approval prior to construction. Existing signs which currently conform with the zoning ordinance may continue as is, even if it is rendered non-conforming by these new regulations. If existing signs are replaced, enlarged, or significantly altered so as not to comply with the general intent of this Section, the proposed sign shall obtain a building permit and conform with these regulations.

- (1) Exemptions: Official traffic or directional signs, warning signs, address signs, information or identification signs erected and maintained by the state, county or any city; subdivision identification signs, historic site markers or plaques and any other sign required or approved by a governmental body are not subject to this Ordinance and do not require a building permit.
- (2) Signs Prohibited: No sign other than an official traffic sign shall be placed or encroach into the public or private road right-of-way. No sign shall be erected where it may constitute a traffic hazard by obstructing the vision of drivers or pedestrians, by interfering with any traffic control device, or which may be confused with an official traffic control device by reason of its size, shape, design, or location, content, coloring, or manner of illumination.
- (3) Signs at Intersections: Signs located within one hundred (100) feet of a public or private road intersection shall be erected and maintained so that there is an unobscured visual sight area for vehicle operators or pedestrians. The unobscured area, at a minimum, shall extend from a distance of three-and-one-half (3-1/2) feet to fifteen (15) feet above the traveled portion of the roadway. See Section 6-6.T. "Visual Clearance" for additional restrictions.
- (4) On Premise Wall Signs: All signs affixed to the walls, facia, windows or doors of the principal building on the property shall not require a building permit, but shall be limited to no more than 25 per cent coverage per building side. Signage drawn or painted directly on a wall or building surface is permitted, and subject to the 25 per cent coverage requirement per building side.

- (5) **On Premise Roof Signs:** Roof signs are permitted in all Districts, except any residential district. Roof signs shall not project more than six (6) feet beyond the roof line of the building, and may not exceed the District height limit established for principal structures. The width of any roof sign shall not project out beyond any wall or side of the building on which it is placed. A roof sign may project or cantilever by no more than six (6) feet over the plane of the building wall or side which it faces; and in such cases an engineered design shall accompany the building permit. Roof signs require a building permit but shall not be included in the cumulative total area of on premise accessory signage permitted.
- (6) **On Premise Accessory Signs:** A free-standing pedestal, ground, monument, or other detached sign which directs attention to an establishment, business, profession, commodity, service, premises, person or thing which is located, produced, conducted, sold, or offered on the same lot upon which the sign is located. The cumulative total of all detached accessory signs on a property shall not exceed 500 square feet of sign area, including all sides of sign faces, with no single sign face exceeding 250 square feet
- (7) **Accessory Sign Size and Location Restrictions:** In permitted districts, an accessory sign shall not exceed 250 square feet of total surface area per side, if set back at least twenty-five (25) feet from the closest portion of the sign face and the front property line or the distance from the front property line to the principal structure, whichever is less. The front yard setback for free-standing accessory signs may be reduced five (5) feet for every twenty (20) percent reduction from the overall permitted sign area. In no event shall the front yard setback be less than five (5) feet. The total sign area per side shall be limited to two (2) square feet of sign area for every one (1) linear foot of lot frontage, maximum 250 square feet per face, for a free-standing accessory sign. Permitted free-standing accessory sign area is cumulative and the sum total of all detached accessory signs on a property shall not exceed 500 ft² of sign area, including all sides of sign faces, [with no more than 250 square feet of total surface area per side allowed per lot]. There shall be no side yard setback requirements for accessory signs, except on the side of the lot adjoining an "R" District, private residence, school, or church. In that case, the sign may not face the "R" District or land use, unless the sign is ten (10) square feet in surface area or less and not illuminated. For each foot in from the side yard in which the sign is located, the surface area may increase ten (10) percent. At fifty (50) foot side yard setback, the sign may be at the maximum size allowed and illuminated.
- (8) **Off-Premise signs (Billboards):** Billboards are allowed in "CAD-PV" "C-1", "C-2", "I", and "I-F" Districts, if they meet the following restrictions: Maximum billboard area shall be 800 square feet of total surface area per side. Minimum front yard setback from the closest portion of the sign face to the road right of way or easement is fifty (50) feet. However, the front yard setback may be reduced ten (10) feet for every twenty (20) percent reduction in the permitted billboard area. In no case will the front yard setback be less than ten (10) feet. The minimum spacing between billboard structures shall be five hundred (500) feet, except that a billboard structure may have faces on opposite sides of the structure if only one face can be seen at one time. The maximum height of the billboard, including extensions, is forty-five (45) feet. There shall be no side yard setback requirements for billboards, except on the side of the lot adjoining an "R" District, private residence, school, or church. In that case, the billboard may not be located closer than three hundred (300) feet from the existing building used for residential, religious, or educational uses.
- (9) **Iowa Department of Transportation (IDOT) Approval:** Any proposed sign or billboard along a State or Federal highway must be approved by IDOT along with compliance with the regulations of the Zoning Ordinance.

- (10) Electronic message signs and lighted signs: On premise accessory signs shall be limited to no more than 50% of the sign face being used for display of electronic lighted messages. An on premise accessory sign may be entirely constructed as an electronic message sign, but in such a case the sign is limited to no more than 125 square feet of total surface area per side and only one fully electronic message sign may be installed per lot. Such displays shall be limited to scrolled messages or static display with frame effects that dissolve or fade in transition. Full animation, flashing or video display signs are not permitted. Off premise signs (billboards) may have 100% of the sign face being used for display of electronic lighted messages. Such displays shall be limited to static display with frame effects that hold for a minimum of eight seconds and cut to transition to next frame within one second. Full animation, flashing or video display signs are not permitted.
- (11) Temporary Signs: Temporary signs are allowed in all zoning districts, and are signs which are temporary in nature due to their inherent design and placement. "Temporary" is considered to be a period of time not to exceed 180 days. Temporary signs may be constructed out of materials such as cardboard, foam core, plastic or plywood, and lack a permanent foundation or footing design, and structural frame. Temporary signs may refer to temporary events, products, and/or services. Some signs may depict ideas or subject matters not inherently temporary, but such signage is nonetheless subject to temporary signage regulations if not permitted as an on premise or off premise advertising sign and/or if its design and placement is temporary in nature. Temporary signs cannot be electronic message signs, and they must be unlit and have no moving parts. As defined, temporary signs are permitted for no longer than 180 days. Temporary signs shall not be placed or encroach into the public or private road right-of-way, shall not exceed six (6) feet in height, and shall not exceed 25 square feet of total surface area per side. Multiple temporary signs per lot are allowed; if multiple signs are sited on a single lot, the cumulative allowable sign area is 25 square feet including all sides of sign faces.
- (12) Permit required: A sign permit is required prior to the installation of any on premise accessory pedestal, ground or roof sign and any off premise sign or billboard. The sign permit fee shall be determined in accordance with the fee schedule of the Scott County International Construction Code.
- (13) Future Signs Not in Compliance: Effective at the adoption of this Ordinance, any new sign or billboard erected in unincorporated Scott County without a building permit and in violation of the Zoning Ordinance shall be given thirty (30) days to remove the sign or billboard, or to apply for a variance from the Board of Adjustment. If the property owner does submit a variance application to the Zoning Administrator within the thirty (30) days, or if the Board of Adjustment denies the variance application, the property owner shall remove said sign within seven (7) days of notice of receipt of violation from the Zoning Administrator.

C. Illumination Standards: All proposals for electronic and lighted signs require review and approval of the Zoning Administrator. Such proposals shall include site plan, a sketch of the sign and adjoining areas which may be affected by the sign. All lighting shall be directed away from adjacent residential land uses and roadways, in order to avoid glare upon adjacent properties and vehicular traffic. The applicant may appeal any decision of the Zoning Administrator to the Board of Adjustment.

- (1) Signs utilizing external lighting must be located so that light does not extend beyond the illuminated sign face and create light spillage onto adjacent properties, residences, and rights-of-way.

6-29. SITE PLAN REVIEW

- A. Purpose: In accordance with the Comprehensive Plan of Scott County, it is essential that new developments and substantial improvements to existing developments or the change in use or re-occupancy of existing developments meet established minimum standards for the design and improvement of such developments, to insure adequate provisions for public/private utilities; such as sewer, water, and roads, and to promote the health, safety, and general welfare of the public.
- B. Application: Prior to issuance of building permit for any new development, substantial improvement to any existing development, change in use of any existing development or the re-occupancy of a building that has been vacant for one (1) year or greater, approval of a Site Plan Review by the Planning and Zoning Commission is required. A site plan review is required whenever a person, firm, corporation or other group wishes to develop, re-develop, or re-occupy a tract of land for multi-family dwelling units, commercial, office, institutional, or industrial use. If the proposed use is a principal permitted use within that Zoning District, the Planning and Zoning Commission will review the site plan. For special permitted uses, the site plan will be reviewed by the Commission and the Special Use permit will be reviewed by the Zoning Board of Adjustment.
- C. Procedure: The developer shall submit a letter of application and 10 copies of the site plan to the Zoning Administrator, who will determine if all necessary information is provided for review. Once all the required information is received, the Zoning Administrator shall forward copies of the Site Plan to the County Engineer and the County Health Officer for their review and recommendation. A copy of the Site Plan shall also be sent to all adjoining property owners. The Zoning Administrator will schedule a review by the Planning and Zoning Commission at the next regular meeting beyond fifteen (15) days of official receipt.
- (1) The Planning and Zoning Commission shall review the Site Plan proposal at said meetings and receive a site report from the County Engineer, the County Health Officer, the Zoning Administrator and receive comments from the public. The Commission shall make its determination of conditions for approval of the site plan within thirty-five (35) days of the first meeting. If no action is forth coming within the thirty-five (35) days, the site plan shall be deemed approved and a building permit may be issued.
 - (2) The developer may appeal the conditions of the Planning and Zoning Commission placed on the proposed development by notifying in writing the Board of Supervisors. Such appeal shall be made within thirty (30) days of the Commission's decision and shall specify what relief is requested of the Board of Supervisors. The Board shall hear said appeal at a committee of the whole meeting within fifteen (15) days and act upon the appeal at a regular Board meeting within thirty (30) days of appeal receipt.
 - (3) A building permit may only be issued after Planning and Zoning Commission approval or decision of the Board of Supervisors on appeal.
- D. Site Plan Review Standards: The standards of site design listed below are intended only as minimum requirements, so that the general development pattern in rural Scott County may be adjusted to a wide variety of circumstances and topography, and to insure reasonable and orderly growth in rural Scott County.

- (1) All proposed developments shall conform to the Land Use Policies of the 2008 Comprehensive Plan of Scott County, as amended; the Scott County Zoning and Subdivision Ordinances standards and procedures, where applicable; such other County ordinances as may pertain to such developments; and any applicable administrative rules of the Iowa Department of Transportation, Iowa Department of Health, Iowa Department of Natural Resources, and other agencies of the State of Iowa.
- (2) All parking shall be provided in accordance with the provisions of Section 6-23 Vehicular Parking and Loading Provisions. Prior to issuance of a building permit a performance bond shall be posted with the Scott County Planning and Development Department to secure all required parking and circulation area improvements in accordance with the requirements of the County Engineer.
- (3) The proposed development shall be designed with appropriate regard for topography, surface drainage, natural drainage ways and streams, wooded areas, and other naturally sensitive areas which lend themselves to protection from degradation. Applicant may be required to submit engineering studies and plans to state how the applicant will protect the sensitive environment at applicant's expense. A soil erosion control plan is required if more than one (1) acre of land is proposed to be disturbed during construction.
- (4) The proposed development shall be designed with adequate water supply and sewage treatment facilities and storm water drains and structures necessary to protect the public health and welfare by not overloading existing public utilities. Runoff from development shall not be outletted into roadside drainage facilities in excess of the existing runoff prior to development. Applicant may be required to submit engineering plans to show how the applicant will manage storm water runoff to a 25-year rainstorm.
- (5) The proposed development shall be designed, and the buildings and improvement shall be located within the tract or parcel in such a manner as not to unduly diminish or impair the use and enjoyment of adjoining or surrounding property. And to such end, the developer shall provide for such fences, landscaping and other improvements as are deemed proper and necessary to buffer the proposed use from the existing or surrounding land uses. A landscaping plan plus the agreement to implement the plan is required for any building exceeding 10,000 square feet. Applicant may be required to submit a plan drawn up by a landscaping firm or nursery.
- (6) The proposed development shall be designed not to unduly increase the public danger of fire, explosion, and other safety hazards on the general public and the persons residing or working in adjoining or surrounding property.

E. Information on Site Plan: The purpose of the Site Plan is to show the facts needed to enable the Planning and Zoning Commission to determine whether the proposed development meets the requirements of this Ordinance and complies with the standards listed in paragraph D above.

- (1) Location map showing relationship to surrounding roads, streams, and public facilities.
- (2) Scale of Site Plan shall not be more than one (1) inch to equal fifty (50) feet. Scale shall be shown in legend.
- (3) Name and address of land owner and developer.

- (4) Date, north marker, name of proposed development.
 - (5) Existing buildings, utilities, railroads, rights-of-way, easements, location, and name of existing roads, stands of trees, and drainage ways.
 - (6) Location and name of adjoining subdivisions, subdivision lots therein, and names of the adjoining landowners.
 - (7) Existing and proposed contour lines at intervals of two (2) feet, with a minimum of two (2) contours.
 - (8) Zoning district classification; type of water supply and sewage disposal and storm water management.
 - (9) Other information as deemed necessary to describe how the standards in paragraph D above will be satisfied.
 - (10) Proposed location of buildings, access to parking lots, traffic flows, changes in ground-elevation, landscaping to be removed and added, signs, lights, waste bins, outdoor storage areas, loading areas, fences/walls, etc.
- F. Fees: When the site plan materials are submitted, the owner/developer shall pay a fee based on the fee schedule approved by the Board of Supervisors.

6-30. ZONING BOARD OF ADJUSTMENT PROCEDURES

- A. Membership: A Zoning Board of Adjustment, hereafter referred to in this Section by the word "Board", is hereby established. Such Board shall consist of five (5) members, a majority of whom shall reside within the County, but outside the corporate limits of any city, appointed by the Board of Supervisors. The five (5) members of the Board shall be the same Board members as existed under the previous zoning ordinance. Said Board shall serve out their unexpired terms and are eligible for re-appointment. Terms shall be for five (5) years, and vacancies shall be filled for the unexpired term of any member whose position becomes vacant. The Board of Supervisors shall have the power to remove any member of the Board for cause upon written charges and after a public hearing.
- B. Rules - Meetings: The Board shall adopt rules in accordance with the provisions of this Ordinance and the Iowa Code. The Board shall elect its own chairman at the first meeting of the calendar year, who shall serve for the calendar year. Meetings will be established by the rules and shall be open to the public. The chair, or in the chair's absence, the vice chair, shall conduct the meetings. Three (3) members present shall constitute a quorum. The Board shall keep minutes of the proceedings showing the vote of each member upon each question, and all such material and related upon each question, and all such material and related documents shall be immediately filed in the Department of Planning and Development and shall be a public record.
- C. Powers, Duties and Considerations: The Board shall have the following powers and it shall be its duty:
- (1) To hear and decide appeals of interpretation where it is alleged there is an error in any order, requirement, decision, or determination made by the Zoning Administrator in the enforcement of this Ordinance or of any supplement or amendment.

- (a) Appeals of interpretation may be taken by any person, or by an officer, department, board or commission of the County aggrieved by such interpretation. Once notified in writing of the decision and its justification, the aggrieved party has fifteen (15) days to appeal to the Board by filing an appeal in writing with the Department of Planning and Development. Said appeal shall specify the grounds for appeal. The Zoning Administrator shall forward the appeal and all related papers which constitute the record upon which the appeal was taken to the Board of Adjustment.
 - (b) Appeals to interpretation may relate to Zoning District boundary line location, the use of the building or premises, the applicability of zoning standards to the specific site, and other similar matters.
- (2) To hear and decide an application for Special Permitted Uses as provided for the Zoning Districts for this Ordinance.
- (a) Applications for Special Permitted Uses shall be submitted to the Board through the Department of Planning and Development on the application form provided. The applicant will provide a site plan as prescribed in Section 6-25 and a written explanation of the proposed special use which describes when it would be started and completed, how it will operate, how it will satisfy a need for such a use in that particular location. The Zoning Administrator shall forward the application and all related papers to the Board for their review decisions.
 - (b) Before the issuance of a special permit, the Board will hold a public hearing and shall determine the effect of the proposed use upon the character of the neighborhood, the adjoining property values, the adequacy of the County road to handle any additional traffic, the potential traffic hazards, the impact on the water table, the handling of sewage wastes and storm water runoff, the potential of increasing the base flood elevation, and other matters relating to the public safety, public health, and general welfare.
 - (c) The Board may place reasonable conditions on the Special Permitted Use as necessary to protect the character of the neighborhood, to maintain the spirit and intent of this Ordinance, and to adhere to the Land Use Policies of the 2008 Comprehensive Plan, as amended.
- (3) To authorize, upon appeal, such variance(s) from the terms of this Ordinance where because of the unusual circumstances, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship, and so that the spirit of the Ordinance be observed and substantial justice done.
- (a) Appeals for a variance may be made by the landowner, potential buyer or developer, or operator/manager of land, who has applied for a building permit and been denied because the proposed development does not comply with the specific regulations of this Ordinance. The same appeals process is required for previously constructed structures which were built in violation of this Ordinance. Applicant has fifteen (15) days from building permit denial to appeal to the Board by completing the appeal form in the Department of Planning and Development. Said appeal should state the specific variance requested and the

reasons for which the appeal should be granted. The Zoning Administrator shall forward the appeal and all related papers which constitute the record upon which this appeal was taken to the Board of Adjustment.

- (b) Before deciding on the variance appeal, the Board will hold a public hearing and shall determine if one of the two following conditions has occurred:
 - i. When because of an exceptional situation, topographical condition, surroundings, size, shape or other condition of a specific piece of property of record, the strict application of any provision of this Ordinance would result in peculiar and exceptional practical difficulties or particular hardship upon the owner of such property and amount to a practical confiscation, the Board may vary the application of the regulations imposed by this Ordinance subject to the restrictions in the following paragraphs.
 - ii. When the applicant for a variance can show that the hardship is a compelling force and not a perceived one, the hardship was created by this Ordinance and not the applicant, and the strict application of the Ordinance precludes its use for any purpose to which the land is reasonably adapted.

- (4) To hear and decide variances to Sections 6-21, 6-22, 6-23, and 6-24 concerning the flood plain districts, variances granted must meet the following applicable standards.
 - (a) No variance shall be granted for any development within the Floodway District which would result in any increase in the 100-year flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (b) Variances shall only be granted upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense; create nuisances, or cause fraud on or victimization of the public.
 - (c) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (d) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Zoning Administrator that (i) the insurance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 per \$100 of insurance coverage and (ii) such construction increases risks to life and property.
 - (e) All variances granted shall have the concurrence or approval of the Iowa Department of Natural Resources.

- (f) In passing upon requests for Flood Plain Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
- i. The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - ii. The danger that materials may be swept on to other lands or downstream to the injury of others.
 - iii. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 - iv. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - v. The importance of the services provided by the proposed facility to the community.
 - vi. The requirements of the facility for a flood plain location.
 - vii. The availability of alternative locations not subject to flooding for the proposed use.
 - viii. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - ix. The relationship of the proposed use to the comprehensive plan and flood plain management program for the area.
 - x. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - xi. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - xii. Such other factors which are relevant to the purpose of this ordinance.

D. Conditions for Granting Variances: No variation in the application for the provisions of this Ordinance shall be made in the instances specified above unless and until the Board shall be satisfied that granting the variance will not:

- (1) Merely serve as a convenience to the applicant and is necessary to alleviate demonstrable hardship or difficulty so great as to warrant the variance.
- (2) Impair the general purpose and intent of the Development Plan as established by the regulations and provisions contained in this Ordinance.
- (3) Impair an adequate supply of light and air to adjacent property.
- (4) Increase the hazard from fire and other danger to said property.

- (5) Diminish the value of land and buildings elsewhere in the County.
- (6) Increase the congestion and traffic hazards on public roads.
- (7) Otherwise impair the public health, safety, and general welfare of inhabitants of the County.

E. Conditions to be Placed on the Granting of Flood Plain Variances: Upon consideration of the factors listed in C.(4) above, the Board may attach such conditions to the granting of flood plain variances as it deems necessary to further the purpose of this ordinance. Such conditions may include, but not necessarily be limited to:

- (1) Modification of waste disposal and water supply facilities.
- (2) Limitation on periods of use and operation.
- (3) Imposition of operational controls, sureties, and deed restrictions.
- (4) Requirements for construction of channel modification, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purposes of this ordinance.
- (5) Floodproofing measures. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

F. General Procedures: A person, firm, or corporation may apply for a variance, special permitted use, or appeal of interpretation to this Ordinance for a particular parcel of land within Scott County by filing an appeal with the Zoning Administrator. The applicant(s) may be the landowner, the current or prospective tenant, lessee, or operator of the property, if applicable. If the applicant is not the landowner, the landowner must co-sign the application. Cases must be filed a minimum of ten (10) days prior to the Board meeting.

- (1) The Zoning Administrator will prepare notice of the public hearing stating the location of the property and a brief description of the nature of the application, and the time and place of the public hearing in the following manner.
 - (a) Notify all owners of property located within five hundred (500) feet in all directions from the property in question by common mail at least five (5) days prior to the Board meeting.
 - (b) Prominently display an informational sign on the applicant's site.
 - (c) Notify the County Engineer and County Health Officer and allow them time to reply, if applicable.

- (2) At the public hearing, any person may appear and testify either in person or by duly authorized person or attorney, or in writing received by noon of the meeting day. For all appeals and applications, the burden of proof rests with the applicant.
- (3) Voting: In exercising the powers of subsection C above, the Board may reverse, affirm, or modify the request, in whole or in part. The concurring vote of three (3) members of the Board shall be necessary to approve an application for a variance or special use permit or reverse the Zoning Administrator's interpretation.

The Board's decision shall affect the property described in the application and does not terminate with the change of ownership unless specifically stated in the Board's decision. As long as subsequent owners continue to use the building or property as stipulated in the Board's decision, additional review or application is not necessary.

Every decision of a Board case will result in a written decision which specifies the reasons for granting or denying an appeal or application or stipulates the conditions upon which a variance or special permitted use is approved (if applicable).

- (4) Notification of Board's Decision: The Zoning Administrator shall notify the applicant by written letter of the official decision of the Board within fifteen (15) days of decision.
- (5) Right to Appeal Decision: Any person or persons jointly or separately aggrieved by any decision of the Board under the provisions of this Ordinance, or any taxpayer, or any officer, department, board, or commission of the County may present to District Court a petition, duly verified, setting forth that such decision is illegal or in error, in whole or in part, specifying the grounds of illegality or error. Such petition shall be presented to the Court within thirty (30) days after the decision by the Board.
- (6) Variations of Flood Plain Elevation Requirements: All variances granted in the designated flood plain shall have the concurrence or approval of the Iowa Department of Natural Resources. The Zoning Administrator shall notify the applicant that the issuance of a variance to locate a structure at an elevation below the 100-year flood level will result in increased premium rates for flood insurance coverage, up to amounts as high as twenty-five dollars (\$25) for one hundred dollars (\$100) insurance coverage, and that such construction below the base flood increases risks to life and property. Such notification shall be maintained with a record of all variance actions.
- (7) Filing Fee: All applications shall pay a fee based on the fee schedule approved by the Board of Supervisors.
- (8) Time Limit on Board Decision: If the property granted a variance or special use permit is not developed as allowed within two (2) years of Board action, the Board may, after seven (7) days' notice in writing to the landowner, initiate action to rescind the variance or special use permit granted. This can occur only after a public hearing before the Board at a regular meeting.

6-31. ZONING AMENDMENT PROCEDURES

- A. General Authority: The Board of Supervisors may from time to time, on its own action or on petition from the Planning and Zoning Commission or an individual or group, after public notice and hearings as provided by law, and after report by the County Planning and Zoning

Commission, amend, supplement, or change the boundaries or regulations herein or subsequently established, and such amendment shall not become effective except by the favorable vote of a majority of all the members of the Board of Supervisors.

- B. Procedure: A person, firm, or corporation or the Commission may initiate any zoning text or map amendment of this Ordinance by filing a request with the Zoning Administrator. A Zoning Map amendment by anyone other than the Commission requires a signed petition by the owners of at least fifty (50) percent of the area of all the real estate included within the boundaries of the area to be rezoned. Said petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classifications and the requested zoning classification, and a statement of intended use and how such use complies with the Land Use Policies of the 2008 Comprehensive Plan of Scott County, as amended; and the Scott County Zoning Ordinance standards and procedures, as deemed applicable. Also, the applicant shall provide thirteen (13) copies of a site plan or plat. Rezoning filing fees will be charged for the two stages based on the fee schedule approved by the Board of Supervisors.
- (1) The Zoning Administrator, upon receipt of all required material, shall establish a rezoning public hearing date at least eighteen (18) days and not more than thirty (30) days from date of filing before the Planning and Zoning Commission. The notice of said rezoning shall be conspicuously posted on the land for which the rezoning is requested and notice mailed to landowners of record within five hundred (500) feet of said property.
 - (2) Upon receipt of any petition to amend the Zoning Ordinance, the Zoning Administrator shall forward a copy of the petition and a Site Plan to the County Engineer; the County Board of Health; the SCS District Conservationist; the Bi-State Metropolitan Planning Commission; and to the planning staff of the city (if located within two (2) miles of a city with a zoning ordinance). The materials will be submitted to each department with a request to review and comment in writing prior to the Planning and Zoning Commission holding its public hearing.
 - (3) The Commission, after the public hearing, shall act within thirty (30) days to recommend approval or disapproval to the Board of Supervisors. Once the recommendation is made, the applicant has seven (7) days to submit the Board of Supervisors public hearing filing fee. If received, the Zoning Administrator shall forward the petition to the Board of Supervisors to be on a Board meeting agenda within thirty (30) days of receipt. If the filing fee is not received within seven (7) days, the Zoning Administrator shall notify the applicant by common mail that the rezoning process has been terminated.
 - (4) The Board of Supervisors shall receive the recommendation of the Commission and review it prior to a public hearing. The Zoning Administrator shall publish public notice in an official County newspaper, at least four (4) days and not more than twenty (20) days prior to the public hearing, and to re-notify all property owners of record within five hundred (500) feet of the property for which the rezoning is requested.
 - (5) At the public hearing, the Board will hear the applicant's request, the Commission's recommendation, and comments from the public concerning the zoning text or map amendment. The Board may hold the first reading after the public hearing or delay any action until the next regular meeting. A second reading and publication in conformance with State law is required before the text or map amendment is effective.

- (6) In case the proposed amendment or rezoning is disapproved by the Planning and Zoning Commission, or a protest be presented, duly signed by the owners of twenty (20) percent or more, either of the area included in such proposed change, or of the area immediately adjacent thereto and within five hundred (500) feet of the boundaries thereof, such rezoning shall not become effective unless four (4) members of the Board of Supervisors cast a favorable vote.
- (7) If the property is rezoned, and the property is not developed for eligible uses in whole or in part within two (2) years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two (2) years, the Planning and Zoning Commission, may notify the current owner(s) of the area rezoned the Commission will initiate action to rezone the property to its previous zoning classification following these established procedures.

6-32. COMMUNITY AREA DEVELOPMENT ADMINISTRATION

- A. General Intent: This Ordinance recognizes the two Community Area Developments (CAD's) created by an earlier edition of the Zoning Ordinance, Village Oaks and Park View. The plans which were approved in conformance with Section 29 of the 1951 Scott County Zoning Ordinance with amendments remain in effect. This section describes the procedures for amending a CAD, but does not permit the creation of any new community area developments in Scott County.
- B. Scope: Park View Development, located in portions of Sections 30 and 31, Butler Township; and Village Oaks Development, located in a portion of Section 18, Buffalo Township; are conforming CAD's in unincorporated Scott County.
- C. Plans Recognized as Basis for Future Development: All undeveloped portions of the two CAD's shall be developed in accordance with plats, restrictive covenants, and the Statement in Support on file in the Department of Planning and Development. Village Oaks will develop according to the recorded subdivision plats. Park View will develop according to the colored development plan approved by the County in 1966 and as amended in accordance with the procedures established in the Revised Zoning Ordinance adopted April 2, 1981.
- D. Zoning District Regulations applicable to approved CAD Areas: This ordinance has two zoning districts applicable to these two existing CAD Areas. "CAD-R" Community Area Development Residential District applies to the residential areas of both Village Oaks and Park View, "CAD-PVC" Community Area Development Park View Commercial District only applies to the commercial areas of Park View.
- E. Procedure for Amending the CAD Plans: The Commission, developer, or the owners of at least fifty percent (50%) of the area to be changed may file a request with the Zoning Administrator . The request shall contain a legal description of the real estate to be amended, a plat showing the existing plan and the requested change in land use, and a statement of how the proposed use complies with the Scott County Comprehensive Plan and the adopted Land Use Policies. If several land owners are filing the request, they must submit a signed petition stating their address and the amount of land they own.
 - (1) The Zoning Administrator, upon receipt of all required material, shall establish a public hearing date at least eighteen (18) days and not more than thirty (30) days from date of receipt before the Planning and Zoning Commission. The notice of the proposed

development plan change shall be conspicuously posted on the land affected by the proposed change and notices mailed to the appropriate Homeowners Association and landowners of record within five hundred (500) feet of said property.

- (2) The Zoning Administrator shall forward a copy of the application and development proposal to the County Engineer and the County Board of Health for their review and comments prior to the public hearing.
- (3) The Commission will hold the public hearing on the date published and will consider comments from the applicant, neighboring property owners, County departments, and the general public. The Commission shall act within thirty (30) days of public hearing to recommend approval or disapproval of the application to the Board of Supervisors.
- (4) The Board of Supervisors shall receive the recommendation and hold a public hearing on the earliest regular meeting date after public notice in the official County newspapers at least four (4) days and not more than twenty (20) days prior to the public hearing. All persons or businesses previously notified shall be renotified of this public hearing. The Board of Supervisors shall consider all information received at the public hearing and then vote to approve or disapprove the proposed plan amendment by adopting a Resolution.
- (5) The Resolution and all associate plats and agreements will be filed in the Planning and Development Department to carry out the amendment. The applicant will also file the plat and the Board's Resolution in the Recorder's office.
- (6) As applicable, the developer will proceed with a subdivision review, in accordance with the Subdivision Ordinance and a Site Plan Review, in accordance with the Zoning Ordinance, Section 6-29.

6-33. ZONING ADMINISTRATOR DUTIES

- A. The Board of Supervisors shall appoint a person to be the Zoning Administrator whose duties shall include the responsibility to administer and enforce this Ordinance. The Zoning Administrator may be provided with assistance of such other persons as the Board of Supervisors may direct.
- B. Duties: The Zoning Administrator duties shall include but not be limited to:
 - (1) Reviewing all development proposals to insure compliance with the Zoning District in which the proposal is located,
 - (2) Processing all applications for variances, special use permits, and zoning text and map amendments to insure compliance with this Ordinance,
 - (3) Providing a staff report on all pending cases to the Board of Adjustment, Planning and Zoning Commission, and the Board of Supervisors,
 - (4) Insuring that proper procedures are followed for public notices, and that official decisions and minutes are kept of Board of Adjustment and Planning and Zoning Commission meetings,
 - (5) Reviewing applications for agricultural exemptions and providing a written determination to the applicant,
 - (6) Reviewing applications for Home Occupation and Home Industry permits and providing a written determination to the applicant, and

(7) Making determinations and taking appropriate action on zoning violations.

- C. Notice of Writing: If the Zoning Administrator finds any provision of this Ordinance violated, the Zoning Administrator shall notify in writing, the person responsible for such violation, indicating the nature of the violation, what provision was violated, and ordering the action necessary to correct it. The Zoning Administrator shall order illegal use of land to discontinue; or shall take any other action authorized by this Ordinance to insure compliance with or to prevent violation of this Ordinance.

6-34. OCCUPANCY PERMITS

- A. No land shall be occupied or used, and no building hereafter erected, or structurally altered, shall be occupied or used in whole or in part, for any purpose whatsoever, until a Certificate of Occupancy is issued by the Building Official. The Building Official shall not issue a Certificate of Occupancy until an inspection is made to insure that the building or part of the building meets the minimum standards of the Scott County International Construction Codes and the proposed use complies with the Zoning District on which the land and/or building is located.
- B. The Building Official, upon the finding that a building hereafter erected or structurally altered is occupied or used in whole or in part without obtaining the Certificate of Occupancy, shall immediately notify in writing the occupants and builder (if applicable) or post the alleged violation prominently on said property or building and require compliance with the Scott County Uniform Construction Codes and Zoning Ordinance within seven (7) days of receipt of notice. If compliance is not forthcoming within the seven (7) days following receipt, the building shall be deemed in violation of the Zoning Ordinance and shall immediately be vacated. Each day that a violation is permitted to exist shall constitute a separate offense.

6-35. MUNICIPAL INFRACTION

- A. Any person, persons, firm, partnerships or corporations, whether acting alone or in concert with any other, who violates this ordinance shall be guilty of a municipal infraction and shall be penalized as set forth in Chapter 29 of the County Code of Scott County, Iowa.
- B. Alternative to immediate legal actions: Within fourteen (14) days of receipt of written notice, the responsible party must either 1) eliminate the zoning violation(s), or 2) apply for a zoning change or variance which will correct the violation.

The Zoning Administrator may delay legal action against the responsible party (parties) if the violator files a request for an Agreement to Abate within fourteen (14) days of receipt of written notice of the violation. This provision is provided to allow additional, reasonable time to comply with the zoning regulations when costs, weather conditions or other unusual circumstances make compliance within fourteen (14) days extremely difficult or nearly impossible. The Planning and Zoning Commission will consider the request to enter into an Agreement to Abate at their next regular meeting.

- C. Agreement to Abate Terms: The Planning and Zoning Commission will consider the request for an Agreement to Abate based upon the degree of difficulty faced by the responsible party (parties) in eliminating the zoning violation. The Agreement to Abate

is a voluntary binding agreement which stipulates the violation(s), the expiration date of the special extended abatement period, and what must be done to achieve compliance with the zoning regulation(s). In voluntarily signing this agreement, the violator also agrees to waive the right to appeal the County's determination that a zoning violation exists, and consents and agrees that if the abatement is not eliminated in the extended abatement period, the County or its agents may enter the property and abate the violation. The violator agrees to pay all costs of abatement.

6-36. VALIDITY AND SEVERABILITY

Should any section or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part so declared to be invalid.

Facility and Support Services

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



March 28, 2016

To: Dee F. Bruemmer
County Administrator

From: Tammy Speidel, Director
Facility and Support Services

Subj: Bids for Sheriff Patrol Headquarters, Construction Testing Services

Construction testing services are required for new building construction. Common testing includes, soil testing, field compaction testing, masonry mortar and grout testing, concrete testing, and steel inspections.

In order to approximate a price and lock in unit pricing, Wold received proposals from three testing firms for the Sheriff Patrol Headquarters Project.

It is important to understand that these quotes are based on the average number of trips and tests for a project this size and that the final number could be more or less than the bid and will vary based on actual work performed. Because of this, I will update the project budget and inform the board if the actual cost is more than 25% of the bid amount.

Bids received were as follows:

| CONTRACTOR | BID |
|----------------------------------|-------------|
| TEAM Services | \$22,309.00 |
| Terracon | \$23,295.00 |
| American Testing and Engineering | \$34,530.00 |

My office, along with Wold Architects has reviewed the bids, finds them to be reasonable and recommends that the Board of Supervisors award this bid to TEAM Services. This project is within the established budget as funded in the current Capital Improvement Plan.

I plan to be in attendance at the next Board of Supervisors Meeting to discuss any questions you or the Board may have.

Cc: Sheriff Design Team
FSS Management Team

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 7, 2016

A RESOLUTION APPROVING THE BID AND AWARDING THE CONTRACT FOR THE
SHERIFF PATROL HEADQUARTERS CONSTRUCTION TESTING SERVICES TO
TEAM SERVICES IN THE AMOUNT OF \$22,309.00.

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

- Section 1. That the bid for the Sheriff Patrol Headquarters construction testing services is accepted and the contract is awarded to TEAM Services in the amount of \$22,309.00
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors.
- Section 3. This resolution shall take effect immediately.

Human Resources Department

600 West Fourth Street
Davenport, Iowa 52801-1030

Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyiowa.com



Item 08
04-05-16

Date: March 30, 2016

To: Dee Bruemmer, County Administrator

From: Mary J. Thee, Human Resources Director/Asst. County Administrator

Subject: County wide uniform costs

We have previously shared with the Board the costs and individuals associated with uniform allowances. Seventy-eight percent of annual uniform allowances result from negotiated collective bargaining agreements. At the Board's request we have surveyed the departments to determine what if any other costs in the last two years have been associated with the purchase of uniforms, that were not uniform allowances. I've attached the spreadsheet with the survey results.

| Department | Administration | | Auditor | Community Services | Conservation | | FSS | Health | HR | IT | JDC |
|--|----------------|-----|---------|--------------------|----------------------------------|----------------------|-----|---|-----|-----|-----|
| | | | | | All non-rep 24 FT 130 Seas | 0 Non-rep 25 Rep | | | | | |
| Employees required to wear logo not covered by uniform allowance | 0 | 0 | 0 | 0 | | | | | 0 | 0 | 0 |
| Employees receiving logo clothing but not required to wear uniform | 0 | 0 | 0 | 0 | | 1-4 Non-rep 0 Rep | | New hires receive 1 navy blue polo shirt with the SCHD logo upon hire to wear at health fairs, external clinics, etc. Other items purchased by employees | 0 | 0 | 0 |
| FY15 dollars spent on required uniform not in uniform allowance | 0 | 0 | 0 | 0 | \$9,323 | \$1,862.30 (Rep) | | | 0 | 0 | 0 |
| FY16 dollars spent on required uniform not in uniform allowance | 0 | 0 | 0 | 0 | \$3,396 | \$2,006.45 (Rep) | | | 0 | 0 | 0 |
| GL line | n/a | n/a | n/a | n/a | supplies-clothing | supplies | | | n/a | n/a | n/a |
| Is logo clothing returned after employment ends | n/a | n/a | n/a | n/a | Yes | Yes | | | No | n/a | n/a |

| Department | Planning | Recorder | Secondary Roads | Sheriff | Treasurer |
|--|--------------------|----------|---------------------------|--|-----------|
| Employees required to wear logo not covered by uniform allowance | 0 | 0 | 0 safety vests(see below) | 37 - non-rep reserve deputies uniform issue to new hires | 0 |
| Employees receiving logo clothing but not required to wear uniform | 1 Non-rep 1 Rep | 0 | 0 | 0 | 0 |
| FY15 dollars spent on required uniform not in uniform allowance | 0 | 0 | 0 | \$20,216.36 incl Uniforms for new hires, uniform accessories, uniform patches, uniform pins, bullet-proof vests, honor guard uniforms, honor guard accessories Plus \$1,130.18 for non-rep | 0 |
| FY16 dollars spent on required uniform not in uniform allowance | 0 | 0 | 0 | \$17,350.60 (Rep) \$4,186.59 (non-rep) note same types as above | 0 |
| GL line | n/a | n/a | n/a | uniform allowance & supplies | n/a |
| Is logo clothing returned after employment ends | n/a | n/a | no | Yes | n/a |

| | | | | | | |
|--|--|-----|---|--|-----|-----|
| Polos provided in FY16 | | 0 | 0 | 0 | 0 | 0 |
| Fleece provided in FY16 | | 0 | 0 | 0 | 0 | 0 |
| | | | | The only clothing we buy is a safety green tee shirt. One per employee per year. Our employees are required to wear safety vests with reflective material while working on Federal Aid routes. We require them to wear safety green vests or shirts on all other roads. The vests are very warm during the summer months. So we give them a shirt each year. | 0 | n/a |
| Other | 3 - long sleeve t-shirt 6 - short sleeve t-shirts 1- hooded sweatshirt | n/a | | | | |
| GL line | code enforcement supplies | n/a | | 650 or 908 | n/a | n/a |
| FY15 dollars spent on logo items not required uniforms | 0 | 0 | | \$418.08 | 0 | 0 |
| FY16 dollars spent on logo items not required uniforms | \$138.69 | 0 | | 0 | 0 | 0 |

Suggestions:

"store" link for employee to purchase county logo clothing annually
employee purchase item county pay for embroidery

HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801

Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyia.com



Date: March 29, 2016

To: Board of Supervisors

From: Mary J. Thee, Human Resources Director/Asst. County Administrator

Subject: Unpaid Leave of Absence - Kris Keuning

We have received a request for an unpaid leave of absence by Mr. Keuning who is a Corrections Officers through June 30, 2016. The Sheriff has already provided him with a 30 day unpaid leave of absence. Mr. Keuning meets the qualifications of an unpaid leave of absence pursuant to County Policy N. Therefore it is my recommendation that the request be approved.

Cc: Sheriff Conard
Dee F. Bruemmer, County Administrator

Human Resources Department

600 West Fourth Street
Davenport, Iowa 52801-1030

Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyiowa.com



Item 10
04-05-16

Date: March 25, 2016

To: Dee Bruemmer, County Administrator

From: Mary J. Thee, Human Resources Director/Asst. County Administrator

Subject: Payroll Specialist - Auditor's Office

The Auditor's office has requested the ability to overfill the Payroll Specialist's position. The current incumbent has tendered her resignation effective August 26, 2016. It is requested that the position be filled August 1, 2016. This would permit the current incumbent to train and mentor the new individual, through two payroll cycles. This is a key position in the organization and the individual will need to learn our financial software system. The salary and benefits costs associated with the staff overfill are \$3,798. The recruitment process is anticipated to be started June 3. We concur with the request in order to create a smooth transition. If there are no objections staff will include this in the first budget amendment for FY17.

Cc: Roxanna Moritz, Auditor

DENNIS CONARD, SHERIFF

Item 11
04-05-16



Thomas B. Gibbs
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

Date: March 29, 2016

Memo To: Board of Supervisors

From: Sheriff Dennis Conard

REF: Purchasing New In-Car Video System and Body Camera System

The Sheriff's Office has completed a proposal for the purchase of a new in-car video system and new body camera system for the Sheriff's Office patrol division, bailiffs and the jail. We have prepared a power point presentation detailing these purchases that we will present to the Board at the Committee of the Whole meeting. The total cost of these projects is \$309,150. The in-car video system purchase total is \$199,376 and has been budgeted in the 2016 capital budget. The body camera system purchase total cost is \$109,774 with \$53,864 being paid for the jail and bailiff cameras from the Sheriff's Office jail commissary fund and the \$55,910 for the deputies and reserves being paid from the Sheriff's Office and County Attorney's Office forfeiture funds, each paying \$27,955. Currently the Sheriff's Office jail commissary fund has a \$257,888 balance and the Sheriff's Office forfeiture accounts have a balance of \$113,217.

Thank you.



SCOTT COUNTY SHERIFF'S OFFICE

TITLE/SUBJECT:
Body Worn Cameras (BWC)

IDENTIFIER:
6002.1
DISTRIBUTION:
All Sheriff's Office Personnel

RELATED DIRECTIVE/FORMS:

EFFECTIVE DATE: 06/01/2016

PAGES: 1 OF 6

APPLICABLE ACCREDITATION STANDARDS: IACP, PERF

INSTRUCTIONS:

- General Order
- Order
- SOP
- Memorandum

- Professionalism
- Responsiveness
- Involvement
- Dedication
- Excellence

I. PURPOSE

This policy is intended to provide Sheriff's Office Personnel with instructions on when and how to use body-worn cameras (BWCs) so that Sworn Personnel, Bailiffs, and Jail Supervisors may reliably record their contacts with the public and inmates in accordance with the law.

II. POLICY

It is the policy of this Sheriff's Office that Sworn Personnel, Bailiffs, and Jail Supervisors shall activate the BWC when such use is appropriate to the proper performance of his or her official duties, where the recordings are consistent with this policy and law. This policy does not govern the use of surreptitious recording devices used in undercover operations.

III. PROCEDURES

A. Administration

This agency has adopted the use of the BWC to accomplish several objectives. The primary objectives are as follows:

1. BWCs allow for accurate documentation of police-public/inmate contacts, arrests, and critical incidents. They also serve to enhance the accuracy of officer's report and testimony in court.
 - a. Body Worn Camera's Limitations: See Attachment A (10 limitations of body worn camera's (*Force Science Institute*))

2. Audio and video recordings also enhance this agency's ability to review probable cause for arrest, personnel and suspect interaction, and evidence for investigative and prosecutorial purposes and to provide additional information for personnel evaluation and training.
3. The BWC may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.

B. When and How to Use the BWC

1. Sworn Personnel, Bailiffs, and Jail Supervisors that are issued a BWC are required to activate their camera when responding to all calls for service, during all law enforcement-related encounters, and activities that occur while the officer is on-duty or employed at an off-duty job. Personnel shall have the discretion whether to record informal, non-law enforcement interactions with the public.
 - a. Personnel will be given a clear guidance during training about which specific types of activities, events, and encounters they are required to record.
 - b. Personnel that are issued a BWC are required to activate the camera during the course of any encounter with the public or an inmate that becomes adversarial after the initial contact.
 - c. At no time is a deputy is expected to jeopardize their safety or the safety of another person in order to "immediately" activate their issued BWC into record mode. Any BWC not "immediately" activated into record mode due to the safety of the deputy or another person being presently jeopardized, shall be placed into record mode as soon as possible.
2. It is not necessary to advise a suspect, bystander, or inmate that the incident or call for service is being recorded; however, a confrontational subject may alter his or her demeanor when they learn they are being recorded.
 - a. In a residence, there is a heightened degree and expectation of privacy. If the resident wishes not to be recorded, this request will be documented by recording the request before the Body Worn Camera (BWC) is turned off. However, if a deputy enters a dwelling without the consent of the resident, such as when serving a warrant, or when the deputy is there based on an exception to the warrant requirement, recordings should be made of the incident until its conclusion.
3. If personnel fail to activate a body worn camera, fail to record the entire contact, or interrupts the recording, that personnel shall document or articulate in their incident notes, case report, or BWC why a recording was not made, interrupted, or was terminated.

4. Civilians, suspects, or inmates shall not be allowed to review the recordings of a BWC at the scene.

C. **Procedures for BWC Use**

1. BWC equipment is issued primarily to uniformed personnel as authorized by this agency. Deputies, Bailiffs, and Jail Supervisors who are assigned BWC equipment must use the equipment unless otherwise authorized by supervisory personnel.
2. Deputies, Bailiffs, and Jail Supervisors shall wear their issued BWC's above the midline of their torso and positioned on the right side of the body in a position designed to produce an effective recording.
3. Sheriff's Office personnel shall use only BWCs issued by this department. The BWC equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment is the sole property of the Scott County Sheriff's Office.
4. Sheriff's Office personnel who are assigned BWCs must complete an agency approved training program to ensure proper use and operations. Additional training may be required at periodic intervals to ensure the continued effective use and operation of the equipment, proper calibration and performance, and to incorporate changes, updates, or other revisions in policy and equipment.
5. BWC equipment is the responsibility of the individual personnel and will be used with reasonable care to ensure proper functioning. Equipment malfunctions shall be brought to the attention of their supervisor as soon as possible so that a replacement unit may be procured.
6. Deputies, Bailiffs, and Jail Supervisors shall inspect and test their issued BWC prior to each shift in order to verify proper functioning and shall notify their supervisor of any problems.
7. Deputies, Bailiffs, and Jail Supervisors shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner BWC recordings without prior written authorization and approval of the Sheriff or his or her designee.
8. Deputies, Bailiffs, and Jail Supervisors are encouraged to inform their supervisor of any recordings that may be of value for training purposes.
9. The Sheriff's Office reserves the right to limit or restrict personnel from viewing the video files.
10. Requests for deletion of portions of the recordings (e.g., in the event of a personal recording) must be submitted in writing and approved by the Sheriff or his or her

designee in accordance with state record retention laws. All requests and final decisions shall be kept on file.

11. Deputies, Bailiffs, and Jail Supervisors shall note in incident, arrest, and related reports when recordings were made during the incident in question. However, BWC recordings are not a replacement for written reports.
12. Recordings from body worn cameras are considered evidence and will be treated as such.
13. Deputies and Bailiffs assigned a BWC shall use the camera at approved off-duty employment, but only in conjunction with their official duties. If used for this purpose, the deputy or bailiff shall download all video during their next regularly assigned on-duty shift.

D. **Restrictions on Using the BWC**

BWCs shall be used only in conjunction with official law enforcement duties. The BWC shall not generally be used to record:

1. Communications with other officers or staff without permission of the Division Commander or their designee;
2. Encounters or investigations with undercover officers/deputies or confidential informants;
3. When on break or otherwise engaged in personal activities; or
4. In any location where individuals have a reasonable expectation of privacy, such as a restroom or locker room.

E. **Storage**

1. All video files shall be securely downloaded periodically and no later than the end of each shift unless permission is granted by the shift supervisor of their designee. Each video file shall contain information related to the date, BWC identifier, and assigned Deputy, Bailiff, or Jail Supervisor.
2. Deputies, Bailiffs, and Jail Supervisors will categorize their video on their BWC or in situation where the BWC was used with an In-Car Camera system. If the video is not categorized correctly the employee will need to log into the evidence library and categorize the incident to the correct category.
3. All calls for service of a more serious nature, i.e. O.W.I.s, domestics, assaults, arrests, and other incidents that are likely to go to court, the Deputy, Bailiff, or Jail Supervisor will log-in, enter case number, and verify that the BWC's video is

categorized into the correct retention period. At the request of a supervisor or the County Attorney's Office this video will be flagged to be held past its retention period.

4. All images and sounds recorded by the BWC are the exclusive property of the Scott County Sheriff's Office. Accessing, copying, or releasing files for non-law enforcement purposes is strictly prohibited.
5. All access to BWC data (images, sounds, and metadata) must be specifically authorized by the Sheriff or his or her designee, and all access is to be audited to ensure that only authorized users are accessing the data for legitimate and authorized purposes.
6. Deputies, Bailiffs, and Jail Supervisors will be authorized to have access to view their own video files, unless restricted by the Sheriff or their designee as stated in C-9 of this policy.
7. Authorized system administrators will have access to the BWC's video for the purpose of system maintenance and the production of DVD's or video files for evidentiary or training purposes.
 - a. Videos not being held as evidence may be used for training with the approval of the Sheriff or their designee.
 - b. Videos being held as evidence can only be used with approval from the Scott County Attorney's Office.
8. Digital video files will be retained on the Scott County server from 20 to 365 days based on the classification given to the video by Sheriff Personnel at the time of the recording or prior to the end of the retention period. If the digital video file is not flagged by the end of its retention time (stated below) the video file will be purged and no longer available on the server.
 - a. Traffic Stop – 120 days
 - b. Arrest - 180 days
 - c. Call for Service – Report – 120 days
 - d. Call for Service – Non-Report – 30 days
 - e. Non-Event – 20 days
 - f. Use of Force – 365 days

g. Jail Procedures – 120 days

F. **Supervisory Responsibilities**

1. Supervisory personnel shall ensure that Deputies, Bailiffs, and Jail Supervisors equipped with BWC devices utilize them in accordance with policy and procedures defined herein.
2. At least on a monthly basis, supervisors will randomly review BWC recordings to ensure that the equipment is operating properly and that the personnel are using the devices appropriately and in accordance with policy and to identify any areas in which additional training or guidance is required.

Sheriff Dennis Conard
Scott County, Iowa

cc: File
Major Gibbs
Division Commanders
Training Officer

Attachment A

10 limitations of body worn camera's (Force Science Institute)

1. A camera doesn't track as your eyes or see as they see.

At the current level of development, a body camera is not an eye-tracker. A body camera photographs a broad scene but it can't document where within that scene you are looking at any given instant. If you glance away from where the camera is concentrating, you may not see action within the camera frame that appears to be occurring 'right before your eyes.'

In short, there can be a huge disconnect between your field of view and your visual perception and the camera's. It must be recognized that someone reviewing what's caught on camera and judging the actions of the officer could have profoundly different sense of what happened.

2. Some important danger cues can't be recorded.

Tactile cues that are often important to officers in deciding to use force are difficult for cameras to capture. Resistive tension is a prime example.

You can usually tell when you touch a suspect whether he or she is going to resist. You may quickly apply force as a preemptive measure, but on camera it may look like you made an unprovoked attack, because the sensory cue you felt doesn't record visually.

It is imperative that proper explanations of the officer's action be documented on reports to include but not limited to Use of Force Reports.

3. Camera speed differs from the speed of life.

Because body cameras record at much higher speeds than typical convenience store or correctional facility security cameras, it's less likely that important details will be lost in the millisecond gaps between frames, as sometimes happens with those cruder devices.

But it's still theoretically possible that something as brief as a muzzle flash or the glint of a knife blade that may become a factor in a use-of-force case could still fail to be recorded.

Of greater consequence, he believes, is the body camera's depiction of action and reaction times.

People who don't understand this reactionary process won't factor it in when viewing the footage.

4. A camera may see better than you do in low light.

The high-tech imaging of body cameras allows them to record with clarity in many lowlight settings. When footage is screened later, it may actually be possible to see elements of the scene in sharper detail than you could at the time the camera was activated.

If you are receiving less visual information than the camera is recording under time pressured circumstances, you are going to be more dependent on context and movement in assessing and reacting to potential threats. In dim light, a suspect's posturing will likely mean more to you immediately than some object he's holding. When footage is reviewed later, it may be evident that the object in his hand was a cell phone, say, rather than a gun. If you're expected to have seen that as clearly as the camera did, your reaction might seem highly inappropriate.

Therefore, it is even important for an officer to articulate why they did what they did in writing and even when the camera is still filming. Documentation is always the key to our business.

5. Your body may block the view.

How much of a scene a camera captures is highly dependent on where it's positioned and where the action takes place. Depending on location and angle, a picture may be blocked by your own body parts, from your nose to your hands and arms.

If you're firing a gun or a Taser, for example, a camera on your chest may not record much more than your extended arms and hands. Or just blading your stance may obscure the camera's view. Critical moments within a scenario that you can see may be missed entirely by your body cam because of these dynamics, ultimately masking what a reviewer may need to see to make a fair judgment.

6. A camera only records in 2-D.

Because cameras don't record depth of field—the third dimension that's perceived by the human eye—accurately judging distances on their footage can be difficult.

Depending on the lens involved, cameras may compress distances between objects or make them appear closer than they really are. Without a proper sense of distance, a reviewer may misinterpret the level of threat an officer was facing.

7. The absence of sophisticated time-stamping may prove critical.

The time-stamping that is automatically imposed on camera footage down to the second. Generally, measuring the action in some high profile, controversial cases is not sophisticated enough. It may become difficult or near impossible to fully analyze and explain an officer's perceptions, reaction time, judgment, and decision-making it may be critical to break the action down to units of one-hundredths of a second or even less.

When reviewers see precisely how quickly suspects can move and how fast the various elements of a use-of-force event unfold, it can radically change their perception of what happened and the pressure involved officers were under to act.

8. One camera may not be enough.

The more cameras there are recording a force event, the more opportunities there are likely to be to clarify uncertainties. The angle, the ambient lighting, and other elements will almost certainly vary from

one officer's perspective to another's, and syncing the footage up will provide broader information for understanding the dynamics of what happened. What looks like an egregious action from one angle may seem perfectly justified from another.

9. A camera encourages second-guessing.

According to the U. S. Supreme Court in *Graham v. Connor*, an officer's decisions in tense, uncertain, and rapidly evolving situations are not to be judged with the '20/20 vision of hindsight. In the real-world aftermath of a shooting, camera footage provides an almost irresistible temptation for reviewers to play the coulda-shoulda game.

Therefore, as part of the incident investigation, we recommend that an officer be permitted to see what his body camera and other cameras recorded. He should be cautioned, however, to regard the footage only as informational. He should not allow it to supplant his first-hand memory of the incident. Justification for a shooting or other use of force will come from what an officer reasonably perceived, not necessarily from what a camera saw.

10. A camera can never replace a thorough investigation.

A BWC's recording should never be regarded solely as *the* Truth about a controversial incident. It needs to be weighed and tested against witness testimony, forensics, the involved officer's statement, and other elements of a fair, thorough, and impartial investigation that takes human factors into consideration.

This is in no way intended to belittle the merits of body cameras. Early testing has shown that they tend to reduce the frequency of force encounters as well as complaints against officers.

But a well-known police defense attorney is not far wrong when he calls cameras 'the best evidence and the worst evidence.' The limitations of body cams and others need to be fully understood and evaluated to maximize their effectiveness and to assure that they are not regarded as infallible 'magic bullets' by people who do not fully grasp the realities of force dynamics.

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

April 7, 2016

APPROVAL OF THE PURCHASE OF THE WATCHGUARD IN-CAR VIDEO SYSTEM
FOR THE SHERIFF'S OFFICE IN THE AMOUNT OF \$309,150.

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

Section 1. That the WatchGuard In-Car Video System for the Sheriff's Office is
hereby approved as presented in the amount of \$309,150.

Section 2. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

400 West Fourth Street
Davenport, Iowa 52801-1104

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



Item 12
04-05-16

March 28, 2016

To: Dee F. Bruemmer, County Administrator
From: Matt Hirst, Information Technology Director
ECM Steering Committee
Subject: ECM Project

The Enterprise Content Management (ECM) Steering Committee recommends Hyland OnBase and professional implementation services from DataBank IMX for an Enterprise Content Management solution. We anticipate ECM implementation including the migration from the current ImageWARE system to OnBase to begin in late April or early May and last approximately six (6) to nine (9) months.

In June of 2014, the ECM Steering Committee was created and included representatives from most County Offices and Departments to identify County records management needs. Members include: Dee Bruemmer, Rebecca Burgess, Jon Burgstrum, David Farmer, Tom Gibbs, Alison Hart, John Heim, Tim Huey, Matt Hirst, Jeremy Kaiser, Roger Kean, Peter Kurylo, Stephanie Macuga, Marc Miller, Tammy Speidel, Mary Thee, Amy Thoreson, Barb Vance, Cathy Voelkers, and Kathy Walsh. In January of 2015, the ECM Steering Committee solicited a record inventory from County Offices and Departments. The inventory process identified over two hundred and fifty (250) record sets managed by various County Offices and Departments. The inventory was used to provide detail to a County issued RFP this past November. Both the records inventory as well as the ECM RFP and responses have been previously provided to the Board.

The RFP resulted in fifteen (15) responses from potential solution providers. A broad based Application Selection Team comprised of Dee Bruemmer, David Farmer, Alison Hart, John Heim, Peter Kurlyo, Stephanie Macuga, Tammy Speidel, Mary Thee, and Amy Thoreson reviewed, evaluated, and ranked all 15 responses and narrowed the list of vendors to the three (3) best responses for on-site demonstrations of application capabilities and implementation strategies. The ECM Selection Team found OnBase as proposed by the Value Added Reseller (VAR) DataBank to be the solution which clearly best meets the needs of Scott County.

The selection team visited Winona County, Minnesota, a Databank / Hyland OnBase customer, in January of this year to learn about their implementation of OnBase. In addition to establishing a relationship with a peer county, the selection team came away with a better understanding of the software modules essential to Scott County's ECM project success as well as an understanding of potential project obstacles to avoid.

Given the large number of record sets managed by County Offices and Departments, implementation of an ECM solution will be multi-phased over the course of many years. This initial project as proposed implements the necessary software of an ECM solution, provides County staff with necessary technology skills for application functionality, as well as engages all County Offices and Department in the project.

Phase 1 ECM implementation projects as proposed include:

- Cannon ImageWARE migration to OnBase
- Accounts Payable records
- JDC Case Management records
- Recorder's Office land records

It is recommended the Board approve project contracts with DataBank IMX which include a Master Agreement, an End User License Agreement, an OnBase License Quote, an ImageWARE Document Migration Statement of Work, an ECM Project Statement of Work, and for the IT Director to sign approved documents for this project on behalf of the Board.

Costs detailed in these documents include OnBase software licensing in the amount of \$135,400, first year software maintenance in the amount \$31,880, ImageWARE document migration in the amount of \$77,520, ECM Phase 1 project implementation in the amount of \$76,860, and ECM Phase 2 project discovery in the amount of \$11,360. Total initial ECM project costs total \$333,020.

Future costs not included in these contracts include approximately \$32,000 to be budgeted in the software maintenance line item of the IT operational budget beginning in FY'18 and going forward to fund this software. Additionally, approximately \$40,000 in scanner hardware costs which replace four (4) high volume scanners and add desktop scanners at the desks of AP/Payroll clerks in County Offices and Departments needed to support this project will be brought to the Board in the May/June time frame.

Budget dollars are available in the Capital Improvement Program budget to fund the cost of this project.

Cc: ECM Steering Committee

DATABANK BLANKET SERVICES AGREEMENT

For Professional Services and Software

This Blanket Services Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 20____ (the “Effective Date”) by and between DataBank IMX, LLC, and the customer identified below.

This Agreement consists of this document, the General Terms and Conditions attached to this document as noted below:

- Attachment A - (including any documents incorporated by Attachment A),
- Attachment B - The Certified Software Employee Requirements and Qualified Employee Requirements
- Attachment C – Software License & Cost Summary
- Attachment D – Professional Services Project Statement of Work
- Attachment E – Canon ImageWARE Conversion Statement of Work

Each of the above noted attachments are incorporated herein by this reference as if fully rewritten herein. All Software, Work Products, Maintenance and Support, and Services which may be licensed or purchased by Customer from DataBank from time to time shall be governed by this Agreement. Customer specifically represents and warrants to DataBank that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement. Customer and DataBank specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to DataBank are rejected and shall be null and void and of no force or effect.

| | | | |
|---------------------------|-------------------------|---------------------------|--|
| Customer Business Name: | Scott County Government | | |
| Customer Business Primary | Matt Hirst | | |
| Business Street Address: | 400 West Fourth Street | | |
| City: Davenport | State: Iowa | Zip: 52801 | |
| Phone: 563-328-3261 | Fax: | Email: Matt.Hirst@scottco | |

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. DEFINED TERMS.

Certain capitalized terms used in this Agreement have the meanings set forth below:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by DataBank and payable by Customer for Maintenance and Support for Supported Software or Extended Support Software for a maintenance period.

(b) Certified Software Employee. "Certified Software Employee" means an employee of Customer that meets the applicable certification or qualification requirements set forth on Attachment B to this Agreement under the caption "Certified Software Employee Requirements".

(c) Delivery. "Delivery" (including "Deliver" or "Delivered") means:

(1) In the case of Software:

(A) in the case of any Software module included in an initial order of Software by shipment of media containing such Software, downloading of such Software onto Customer's systems, or such Software being made available for download onto Customer's systems from a location identified to Customer; or

(B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) to Customer of a Production Certificate which includes such Software module; and

(2) In the case of a Production Certificate, by the Production Certificate either being shipped (physically or electronically) to Customer or being made available for download by Customer from a location identified to Customer.

(d) Documentation. "Documentation" means:

(1) In the case of the Software, the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software; or

(2) In the case of any Work Product, the Specifications (if any) for the Work Product.

(e) Education Services. "Education Services" means services available from DataBank to employees of Customer as a part of any education class related to Software.

(f) Education Services Fees. "Education Services Fees" means the fees charged by DataBank and payable by Customer for Education Services for Customer or any of its employees.

(g) Effective Date. "Effective Date" means the date as expressed on the face of this Agreement.

(h) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the

Documentation.

(i) Error Correction Services. "Error Correction Services" means DataBank's services described in Section 5.2(b) of these General Terms and Conditions.

(j) Innovations. "Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of this Agreement (including any SOW).

(k) Maintenance. "Maintenance" means:

(1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 5.2(d) of these General Terms and Conditions; or

(2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with such Section 5.2(d).

Maintenance does not include any Services that DataBank may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement, unless application of such Upgrade and Enhancement is necessary to correct a reported bug in the Software as confirmed by DataBank.

(l) Production Certificate. "Production Certificate" means license codes or a license certificate issued by DataBank and necessary for Customer to activate Software for Customer's production use.

(m) Professional Services. "Professional Services" means any or all of the following professional services provided by DataBank under a SOW: (1) installation or upgrade of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API); (5) discovery services; and (6) services resulting from discovery services.

(n) Professional Services Fees. "Professional Services Fees" means the fees charged by DataBank and payable by Customer for Professional Services as described in Section 4.6.

(o) Qualified Employee. "Qualified Employee" is defined on Attachment B to this Agreement under the caption "Qualified Employee Requirements," as such Attachment B may be amended from time to time by DataBank upon at least thirty (30) days advance written notice to Customer.

(p) Services. "Services" means any or all Error Correction Services, Technical Support Services, Professional Services or Education Services provided by DataBank, as the context requires.

(q) Software. "Software" means the product software/modules which Customer submits a written purchase order to DataBank (or an authorized DataBank solution provider) that DataBank or such authorized solution provider accepts and fulfills, and all Upgrades and Enhancements of all software modules which Customer properly obtains pursuant to the terms of Section 5.2(d) of these General Terms and Conditions.

(r) Software License Fees. "Software License Fees" means amounts payable by Customer

to DataBank as license fees for Software.

(s) SOW. "SOW" means proposal, quote, or a statement of work developed in accordance with Section 4 of these General Terms and Conditions, which sets forth specific Software and/or Professional Services DataBank will provide to Customer. The SOW shall also include its supporting documents including, but not limited to a Project Schedule, Functional Specification, Technical Specification, discovery documents, and Pre-Installation Questionnaire. Not all requests for Services and/or Software will include all documents referenced in the preceding sentence.

(t) Specifications. "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by DataBank under a SOW.

(u) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions:

(1) "Supported Software" means the current released version of the Software licensed by Customer from DataBank and any other version of such Software that is not Extended Support Software or Retired Software.

(2) "Extended Support Software" means any version of the Software licensed by Customer from DataBank which is identified by the manufacturer as being subject to extended support.

(3) "Retired Software" means any version of the Software licensed by Customer from DataBank under this Agreement which is identified by the manufacturer as being retired.

(v) Technical Support Services. "Technical Support Services" means basic questions and basic configuration assistance from members of the Support Services department in addition to DataBank's services described in Section 5.2(a) of these General Terms and Conditions.

(w) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that DataBank and/or developer makes available to Customer or to DataBank's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

(x) Work Products. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of Services under this Agreement and that are specified as work products in a SOW.

2. FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS.

2.1 SOFTWARE LICENSE FEES.

(a) Initial Software Licensed. Customer shall pay to DataBank the Software License Fees specified in any accepted SOW for all Software licensed under this Agreement. DataBank shall invoice Customer for such Software License Fees in full promptly on or after Delivery of the Software.

(b) Add-on Purchases of Licenses of Software. Customer shall pay to DataBank Software License Fees for add-on purchases of licenses of Software determined at DataBank's retail list prices in effect at the time Customer submits its applicable purchase orders, or at such other prices as the parties may mutually agree upon. DataBank shall invoice Customer for such Software License Fees promptly upon DataBank's Delivery of the Software.

2.2 ANNUAL MAINTENANCE FEES.

(a) Initial Maintenance Period. Customer shall pay to DataBank the Annual Maintenance Fees specified in the SOW for the Initial Maintenance Period for the initial Supported Software licensed under this Agreement. DataBank shall invoice Customer for such Annual Maintenance Fees in full promptly on or after Delivery of the Software. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all Supported Software modules that Customer makes add-on purchases of licenses for under this Agreement. DataBank shall invoice Customer for the Annual Maintenance Fees for the initial maintenance period applicable to such Supported Software modules promptly upon DataBank's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software.

(b) Subsequent Maintenance Periods. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all renewal maintenance periods after the initial maintenance period applicable to a particular Supported Software or Extended Support Software module under paragraph (a) above. DataBank shall invoice Customer for the Annual Maintenance Fees for a renewal maintenance period at least thirty (30) days prior to the end of the then-current maintenance period.

(c) Proration In the Case of Short Maintenance Periods. In the event that any maintenance period for which Annual Maintenance Fees are payable is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such period will be a prorated annual amount based upon the number of calendar months in such period (including the calendar month in which such period commences, if such period commences prior to the 15th day of the calendar month).

2.3 PROFESSIONAL SERVICES FEES. Customer shall pay to DataBank the Professional Services Fees determined in accordance with the relevant SOW. For all Professional Services engagements, actual travel expenses incurred will be billed including but not limited to airfare, hotel, and a pre-diem rate for meals and incidentals. Travel expenses will be estimated and included in the relevant SOW prior to incurring the expense. Unless otherwise expressly stated in the SOW, any Professional Services Fees or travel expenses specified are estimates only and Customer will be obligated to pay all Professional Services Fees incurred under the SOW whether or not such estimate is exceeded. DataBank shall invoice Customer in accordance with the payment schedule set forth in the relevant SOW, or, if a SOW does not specify a payment schedule, then billing will occur every two weeks, in arrears.

2.4 TECHNICAL SUPPORT SERVICES FEES. Customer shall pay to DataBank all Technical Support Services Fees for all Technical Support Services in the event the customer's Annual Maintenance has been cancelled or has become lapsed.

2.5 EDUCATION SERVICES FEES. Customer shall pay to DataBank all Education Services Fees for all Education Services registered for, by Customer or its employees.

2.6 COSTS AND EXPENSES. In addition to all other amounts payable by Customer under this Agreement, Customer shall be responsible for all customary and reasonable out-of-pocket travel, meals and lodging costs and expenses incurred by DataBank in connection with the performance of Services under this Agreement and reimbursable in accordance with

DataBank’s applicable internal policy for the reimbursement of costs and expenses to its employees (“DataBank Expense Reporting”). In accordance with the DataBank Expense Reporting policy: (a) in the case of meals, reimbursement shall be limited to DataBank’s standard per diem amount for food; and (b) DataBank will not seek reimbursement for airline travel for more than the cost of a coach class ticket for each traveling employee for the applicable flight. DataBank agrees to provide itemized invoices for all out-of-pocket costs and expenses for which DataBank seeks reimbursement or payment under this Section 2.6, except as otherwise provided in any applicable SOW, DataBank shall invoice Customer for all reimbursable costs and expenses on a monthly basis, in arrears.

2.7 TAXES AND GOVERNMENTAL CHARGES. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Customer (other than taxes on DataBank’s income). In the event Customer is required by law to withhold taxes, Customer agrees to furnish DataBank all required receipts and documentation substantiating such payment. If DataBank is required by law to remit any tax or governmental charge on behalf of or for the account of Customer, Customer agrees to reimburse DataBank within thirty (30) days after DataBank notifies Customer in writing of such remittance. Customer agrees to provide DataBank with valid tax exemption certificates in advance of any remittance otherwise required to be made by DataBank on behalf of or for the account of Customer, where such certificates are applicable.

2.8 RECEIPT OF INVOICES. All invoices shall be sent by DataBank to Customer to the address specified below:

| | |
|------------|---------------------------------|
| Customer: | Scott County |
| Attention: | Matt Hirst |
| Address: | IT |
| Address: | 400 West 4 th Street |
| City: | Davenport |
| State: | IA |
| ZIP Code: | 52801 |
| Email: | Matt.Hirst@scottcountyiowa.com |

2.9 PAYMENT TERMS. So long as Customer is not in default of any payment obligations under this Agreement (including any SOW):

- (a) **Renewal Maintenance.** Each invoice for Annual Maintenance Fees for a renewal maintenance period under Section 2.2(b) of these General Terms and Conditions shall be due and payable in full on or prior to the scheduled first day of the renewal maintenance period to which such invoice relates.
- (b) **Education Services.** Customer shall pay to DataBank all Education Services Fees in full at the time of registration of Customer’s employees for the applicable Education Services.
- (c) **SOWs.** Except as otherwise provided in any applicable SOW, each invoice for Professional Services Fees or reimbursable costs and expenses shall be due and payable in full net forty-five (45) days from the invoice date expressed on such invoice.
- (d) **Technical Support Services Invoices.** Customer shall pay all invoices for Technical Support Services in full net forty-five (45) days from the invoice date of such invoice. In the event that Annual Maintenance Fees are paid after a Technical Support Services invoice has been issued, which is pro-rated to cover the period of time in which the Technical Support Services invoice was issued, DataBank will issue a full credit for Technical Support Services invoice.
- (e) **Other Invoices.** For any invoices not described in Section 2.9 (a), (b), (c) or (d)

above, including without limitation any invoice for Software License Fees or for Annual Maintenance Fees for the first applicable maintenance period, each such invoice shall be due and payable in full net forty-five (45) days from the invoice date of such invoice.

2.10 RESOLUTION OF INVOICE DISPUTES. In the event that there is an invoice dispute, Client shall pay the undisputed amounts of the invoice in accordance with this Section 2. The Parties shall use reasonable efforts to resolve the disputes within thirty (30) days after receipt of the invoice. If the Parties cannot resolve the dispute within thirty (30) days, either party may initiate litigation pursuant to Section 12.1 below. Client's payment obligations on all disputed amounts shall be suspended without penalty, interest, or other fine until the dispute is resolved. If there is determined to be no issue with the disputed amounts, and they are payable in their original form, DataBank shall be entitled to charge late fees and/or interest as provided for in Section 2.11 below in the amounts past due using the original invoice date as the basis for interest and fee calculation.

2.11 CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT. At the election of DataBank, exercisable by written notice to Customer, any past due amounts under any DataBank invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Customer in the payment of any amounts invoiced by DataBank, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, DataBank shall have the right to suspend or cease the provision of any Services under this Agreement or any SOW, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured.

2.12 U.S. DOLLARS. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars.

3. CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS.

3.1 PURCHASE ORDERS FOR SOFTWARE; DELIVERY OF SOFTWARE.

(a) Purchase Orders. Customer shall submit a written purchase order to DataBank for the purchase of licenses for all Software that Customer licenses under this Agreement. Each such purchase order shall be subject to acceptance or rejection by DataBank.

(b) Delivery of the Software. Delivery of the Software shall be made following acceptance by DataBank of Customer's purchase order. All Deliveries of the Software shall be F.O.B. from DataBank's offices in Phoenix, Arizona, USA.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.3 PROTECTION OF WORK PRODUCTS AND INNOVATIONS. Customer agrees to take all reasonable steps to protect all Work Products and Innovations delivered by DataBank to Customer under this Agreement, and any related documentation, from unauthorized copying or use. If a Work Product consists of software, the source code of such Work Product shall be deemed to include trade secrets of DataBank or its direct or indirect suppliers. The source code and embodied trade secrets are not licensed to Customer. Customer agrees not to modify, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any such Work Product for any reason.

3.4 COPIES AND ADAPTATIONS. Customer may not make or authorize the making of copies or adaptations of any Work Products. Customer agrees: (a) not to remove any notices in the Work Products or any copies thereof; and (b) not to sell, transfer, rent, lease, time share or sublicense the Work Products to any third party.

3.5 OWNERSHIP. DataBank and/or its suppliers own the Software, Innovations and Work Products, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software and Work Products. The Software and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer.

Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Innovations or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.6 LIMITED WARRANTY OF SUPPORTED SOFTWARE AND WORK PRODUCTS.

REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.7 INFRINGEMENT INDEMNIFICATION.

REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.8 U.S. GOVERNMENT END USERS. The terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software of the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software and Work Products to DataBank. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

4. **PROFESSIONAL SERVICES**.

4.1 REQUEST. Customer may request Professional Services from DataBank at any time during the term of this Section 4. If DataBank agrees to provide such Services, the parties will create a SOW for the applicable project. Nothing in this Agreement shall require either party to enter into any particular SOW; provided, however, that if Customer requests a Professional Services project which the parties agree will require less than eight (8) working hours of Professional Services, with all such Professional Services expected to be provided on a single day, then the parties may mutually agree to proceed with the requested Professional Services project upon Customer's submission of a written purchase order, specifying the nature and scope of such Professional Services, and DataBank's acceptance of such purchase order. A particular SOW will become effective and binding between the parties only upon execution thereof by authorized representatives of both parties. Each SOW may contain such additional information and provisions as the parties deem necessary, including, as appropriate, a description of the Professional Services; a schedule for the performance of the Professional Services and any milestones associated therewith; the identification of any Work Products; a description of the parties' responsibilities; and a description of the Professional Services Fees, including the method

of calculation and a schedule of payments. The parties acknowledge and agree that this Agreement takes precedence over any conflicting terms contained in a SOW (or, if applicable, purchase order), except the extent that this Agreement specifically permits one of its terms to be varied in a SOW and such term is varied in a SOW.

4.2 PERFORMANCE; DELAYS. DataBank agrees to provide the Professional Services described in each SOW. If any delays in such Professional Services occur solely as a result of any incorrect information or assumption (as such items are described in Section 4.3 of these General Terms and Conditions) or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule for the affected Professional Services under the applicable SOW shall be extended up to the extent of any such delays. Any costs or expenses resulting directly or indirectly from such delays shall be borne and paid solely by Customer and DataBank shall have no liability or responsibility for such costs or expenses. In the event that performance of any milestone set forth in any SOW is not met due to a delay solely caused by DataBank, and provided that such cause is not an event of force majeure as described in Section 11 of these General Terms and Conditions, DataBank agrees to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services.

4.3 INFORMATION AND ASSUMPTIONS. The description of Professional Services in each SOW, including the performance schedule, any Work Products and Professional Services Fees, will be based upon information Customer provides to DataBank and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, DataBank's ability to provide the Professional Services, meet the performance schedule set forth in the SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.

4.4 CHANGES TO SOW. During the performance of Services, DataBank or Customer may, at any time prior to acceptance, reasonably request a change to any SOW. Any requested change that the parties mutually accept (a "Change") will be agreed to in a writing signed by both parties that specifically references the relevant SOW. With respect to each Change, DataBank will promptly prepare and provide to Customer a proposed change order identifying the reasonably anticipated impact and setting forth any applicable adjustments in the performance schedule or Professional Services Fees under the relevant SOW. If, in DataBank's commercially reasonable judgment, any Change requested by Customer requires DataBank to perform additional discovery and design Professional Services in order to assess the impact of such proposed Change and prepare and provide the proposed change order described above, then the parties shall use commercially reasonable efforts to mutually agree upon a schedule for such additional discovery and design Professional Services and Professional Services Fees for such additional discovery and design Professional Services. By request of Customer, DataBank will continue performing Professional Services in accordance with the applicable SOW until the parties mutually agree to the proposed change order, at which time such proposed change order will become a "Change Order" for all purposes of this Agreement. In the event the parties are unable to mutually agree upon a proposed change or a proposed change order, and such proposed change relates to a material component of the project that is the subject of the relevant SOW, either party may terminate such SOW upon not less than thirty (30) days advance written notice to the other party.

4.5 CUSTOMER'S OBLIGATIONS.

(a) **Assistance and Obligations.** Customer agrees that it will cooperate with and assist DataBank in the performance of Professional Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 4.5(a) and the relevant SOW, DataBank's ability to provide such Professional Services, meet the performance schedule set forth in

such SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.

(b) Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests DataBank to perform Professional Services on or with respect to any third party software, Customer represents and warrants to DataBank that Customer has all necessary rights to allow DataBank to do so.

(c) Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

(d) Safe Work Environment. Customer will be responsible for and shall ensure that while DataBank employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

4.6 PROFESSIONAL SERVICES FEES.

(a) Schedule of Fees. A schedule of Professional Services Fees is available upon request and may be modified from time to time by DataBank. Notifications of changes to the fee schedule will be given with no less than 60 days' notice in writing.

5. **MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE.**

5.1 PURCHASE ORDERS. Customer shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement under this Section 5 applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by DataBank.

5.2 MAINTENANCE AND SUPPORT TERMS. DataBank will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding holidays, or as otherwise provided by DataBank to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), DataBank will provide telephone or online Technical Support Services related to problems reported by Customer and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software. Only a Certified Software Employee or Qualified Employee (who shall be an applicable employee to make requests or reports related to Maintenance and Support only during a transitional period when Customer does not have a Certified Software Employee as required under Section 5.4(c)) of Customer shall make a request or report a matter requiring Technical Support Services under this Section 5.2(a).

(2) Technical Support Services are not available for Retired Software.

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by DataBank and/or developer, in the exercise of its reasonable

judgment, DataBank and/or developer, will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. DataBank shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. DataBank and/or developer, may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by DataBank and/or Developer in order to obtain the correction. Only a Certified Software Employee or, if applicable, Qualified Employee of Customer shall make a request or report on a matter requiring Error Correction Services under this Section 5.2(b).

(2) Error Correction Services are not available for Extended Support Software or Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Technical Support Services. In requesting Technical Support Services, Customer will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with DataBank’s then-applicable reporting policies. DataBank’s current policies require Customer to report such a problem or question only during Regular Technical Support Hours at the following options shown below:

| | | |
|---------------|---|---|
| PHONE | 866-590-5545 | Live Agents Monday to Friday, 8am – 8pm ET |
| ONLINE | http://support.databankimx.com | 24x7 Self-Service Case Submission |
| EMAIL | support@databankimx.com | 24x7 Email Case Submission |

(2) Error Correction Services. In reporting any suspected Errors in Supported Software, Customer shall provide prompt notice of any Errors in Supported Software discovered by Customer, or otherwise brought to the attention of Customer, in accordance with DataBank’s then current policies for reporting of Errors. DataBank’s current policies require Customer to report Errors by the options noted above. If requested by DataBank, Customer agrees to provide written documentation of Errors to substantiate the Errors and to assist DataBank in the detection, confirmation and correction of such Errors.

(d) Upgrades and Enhancements.

REFER TO THE CURRENT VERSION OF THE SOFTWARE MAINTENANCE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

5.3 EXCLUSIONS.

(a) Generally. DataBank is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than DataBank; (2) in connection with any Error if DataBank has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the

database, operating system, third party software (other than third party software embedded in the Software by DataBank or Developer), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than DataBank, or an authorized subcontractor specifically selected by DataBank, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products delivered under Section 4 or any SOW. If Customer requires assistance or support regarding the operation or use of the Software APIs or any Work Products, Customer may request Professional Services and the parties may agree to enter into a SOW for such Professional Services in accordance with Section 4.1 of these General Terms and Conditions.

(c) Excluded Software and Hardware. This Agreement does not govern, and DataBank shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from DataBank.

5.4 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as DataBank deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to DataBank.

(c) Certified Software Employee. Customer agrees to use commercially reasonable efforts at all times during the term of this Section 5 to maintain on its staff at least one (1) Certified Software Employee.

5.5 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests (a) Technical Support Services or Error Correction Services that DataBank is not obligated to provide, and DataBank nevertheless agrees to provide such requested Services, then in any such case Customer agrees that such Services shall not be covered by this Section 5 or the Annual Maintenance Fees and such Services only shall be engaged pursuant to a SOW and Professional Services engagement under Section 4 of these General Terms and Conditions.

6. **LIMITED WARRANTY FOR SERVICES.**

For a period of ninety (90) days from the date of completion of Professional Services, Technical Support Services or Error Correction Services, DataBank warrants to Customer that such Services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 90-day period referred to above, Customer notifies DataBank in writing of any non-conformity of such Services to the foregoing limited warranty, DataBank's sole obligation, and Customer's sole and exclusive remedy, shall be for

DataBank to use commercially reasonable efforts to re-perform the non-conforming Services in an attempt to correct the non-conformity(ies). If DataBank is unable to correct such non-conformity(ies) after a reasonable period of time, Customer's sole and exclusive remedy shall be: (a) in the case of Professional Services, to terminate the SOW under which the non-conforming Services have been performed, in which event DataBank will refund to Customer any portion of the Professional Services Fees under such SOW relating directly to such non-conforming Professional Services paid prior to the time of such termination; or (b) in the case of Technical Support Services or Error Correction Services, to exercise its termination rights under Section 10.2 of these General Terms and Conditions. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

7. DISCLAIMER OF OTHER WARRANTIES.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.4 AND 6 OF THESE GENERAL TERMS AND CONDITIONS, DataBank MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. DataBank DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. DataBank DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. DataBank DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS AND SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c) No oral or written information given by DataBank, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of DataBank by a corporate officer.

8. LIMITATIONS OF LIABILITY.

8.1 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DataBank, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.2 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, DATABANK AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO DataBank UNDER THIS AGREEMENT OR APPLICABLE SOWS WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE LESSER OF (1) \$1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE

LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER TO DataBank UNDER THIS AGREEMENT DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION 8.2 SHALL NOT INCLUDE PROCEEDING EXPENSES AWARDED TO CUSTOMER PURSUANT TO SECTION 12.2 BELOW. PROCEEDING EXPENSES ARE ADDITIONAL RELIEF NOT SUBJECT TO THE LIMITATIONS OF LIABILITY AS PROVIDED BY SECTION 8.2.

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 8.1 AND 8.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 9 OF THESE GENERAL TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION), ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 3.2 OR 3.3 OF THESE GENERAL TERMS AND CONDITIONS .

9. CONFIDENTIAL INFORMATION.

9.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without breach of its obligations.

9.2 Each party agrees that, with respect to the Confidential Information of the other party, during the term of this Agreement and for a period of five (5) years thereafter (or in the case of any Confidential Information of a disclosing party that is a "trade secret", during the term of this Agreement and for a period of the longer of five (5) years or so long as such information remains a "trade secret" under applicable law) thereafter, such party as a recipient shall at all times maintain the confidentiality of the other party's Confidential Information, using the same degree of care that such party uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use or disclose to any third party (except in performance of this Agreement) any such Confidential Information, except as may be required by law or court order. Each party shall be liable and responsible for any breach of this Section 9 committed by any of such party's employees, agents, consultants, contractors or representatives.

10. TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION.

10.1 TERM.

(a) Term. Subject to the early termination provisions of Section 10.2 and 10.3, the initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall expire exactly one year after the effective date; and, except as otherwise provided in Sections 10.2 and 10.3, this Agreement shall be automatically renewed: (1) at the end of the Initial Term, for a partial year starting on the one year anniversary of the initial effective date through December 31st; and (2) thereafter, annually on a calendar year by calendar year basis.

(b) Term of Maintenance and Support under Section 5. Subject to the early termination provisions of this Section 10.1(b) and Sections 10.2 and 10.3, the initial maintenance period of Section 5 of these General Terms and Conditions is identified in Section 10.1(a)

above; and such Section 5 will be automatically renewed for an additional one (1) year without any further action by either party. DataBank will not have any obligation to provide any Services described in Section 5 of this General Terms and Conditions, unless and until Customer has paid DataBank's invoicing of Annual Maintenance Fees for such renewal maintenance periods. Notwithstanding anything to the contrary, the term of Section 5 shall immediately terminate at the time the version of the Software licensed by Customer and in use in its production environment becomes Retired Software.

10.2 TERMINATION BY CUSTOMER.

(a) For Convenience. At any time Customer may terminate: (1) this Agreement in its entirety; (2) only Section 4 of these General Terms and Conditions; (3) only Section 5 of these General Terms and Conditions; or (4) only both Section 4 and Section 5 of these General Terms and Conditions, in any such case for any reason or for no reason, upon not less than thirty (30) days advance written notice to DataBank to such effect. In addition, Customer may terminate any SOW at any time upon not less than thirty (30) days advance written notice to DataBank (unless otherwise provided in such SOW).

(b) For Cause With Respect to Section 5. Customer shall be entitled to give written notice to DataBank of any breach by DataBank, or other failure by DataBank to comply with, any material term or condition of Section 5 of these General Terms and Conditions, specifying generally the nature of such breach or non-compliance and requiring DataBank to cure the breach or non-compliance. If DataBank has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, Customer shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate Section 5 of these General Terms and Conditions.

10.3 TERMINATION BY DataBank.

(a) For Cause.

(1) Breach Notice. DataBank shall be entitled to give written notice to Customer of any breach by Customer, or other failure by Customer to comply with, any material term or condition of either this Agreement or of a SOW, specifying generally the nature of such breach or non-compliance and requiring Customer to cure the breach or non-compliance; provided that DataBank shall not be required to give Customer any opportunity to cure any breach or non-compliance.

(2) Termination With Respect to the Agreement. If Customer has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), any breach or non-compliance with respect to this Agreement for which a cure period is provided within thirty (30) calendar days after receipt of such written notice, or in the event of a breach or action for which notice is not required pursuant to Section 10.3(a)(1) above, DataBank shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate: (1) this Agreement in its entirety (including any pending SOWs); (2) only Section 4 (Professional Services) of these General Terms and Conditions; (3) only Section 5 (Maintenance and Support) of these General Terms and Conditions; or (4) only both of Section 4 and Section 5 of these General Terms and Conditions.

(3) Termination With Respect to a SOW. If Customer has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), any breach or non-compliance with respect to a SOW within thirty

(30) calendar days after receipt of written notice of any such breach of non-compliance, DataBank shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate the applicable SOW.

(b) For Convenience. At any time DataBank may terminate Section 4 (Professional Services) of these General Terms and Conditions, but not pending SOWs, for any or for no reason, upon not less than thirty (30) days advance written notice to Customer.

10.4 SURVIVAL OF CERTAIN PROVISIONS.

(a) Survival of Certain Obligations.

(1) Generally. Termination of any of Section 4 of these General Terms and Conditions, Section 5 of these General Terms and Conditions or of this Agreement in its entirety, or of any SOW, will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement or such SOW at the time of termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 3.3, 3.6, Section 7, Section 8, Section 9, this Section 10 and Section 12 of these General Terms and Conditions.

(1) Pending SOWs. Unless any pending SOWs are also expressly terminated as permitted by this Agreement, upon termination of Section 4 of these General Terms and Conditions for any reason, all SOWs then in effect hereunder shall continue in accordance with their terms, in which case such Section 4 shall continue in effect with respect to such pending SOWs until the completion of such SOWs.

(3) Upon Termination of SOWs. In the event of termination of any SOW, Customer shall pay DataBank the amounts specified in such SOW relating to Professional Services performed by DataBank prior to and including the date of termination, as well as any additional reimbursable costs or expenses which DataBank has incurred or contracted for with respect to the Professional Services and is unable to avoid. Additionally, all property of each party in possession of the other party relating to such SOW shall be returned, including, without limitation, any Work Products provided to Customer by DataBank under such SOW but not yet fully paid for by Customer. Subject to the termination of this Agreement in its entirety, Customer may keep any Work Products it has paid for in full.

11. **FORCE MAJEURE.**

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 11 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended

pursuant to this Section 11 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

12. GENERAL PROVISIONS.

12.1 GOVERNING LAW; JURISDICTION. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Iowa. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction located in Iowa.

therefrom.

12.2 PROCEEDING EXPENSES . In any controversy, claim or dispute arising out of, or relating to, this Agreement or the method and manner of performance hereof, the parties shall be responsible for any cost or expense, including attorney fees, incurred in litigating the proceeding. For the purposes of this provision, the term "proceeding" shall include, arbitration, administrative, bankruptcy and judicial proceedings, including appeals therefrom. However, if the parties mutually agree to submit the controversy, claim or dispute to a mediator then the fee and expense of the mediator shall be shared equally by the parties. Parties would be individually responsible any cost or expense incurred in their participation in the mediation.

12.3 INTERPRETATION. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

12.4 WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

12.5 INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein and any SOWs, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

12.6 NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered U.S. mail, (B) certified U.S. mail, return receipt requested, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and

made in writing to the person and address identified as appropriate under (a)(1) above.

12.7 BINDING EFFECT; NO ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the other party; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by a party of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 12.7 shall be null and void and of no force or effect.

12.8 SEVERABILITY. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

12.9 SUBCONTRACTING. DataBank may subcontract all or any part of the Services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. DataBank shall remain responsible to Customer for the provision of any subcontracted Services.

12.10 INDEPENDENT CONTRACTOR. The parties acknowledge that DataBank is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any Services.

12.11 INJUNCTIVE RELIEF. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to Confidential Information and intellectual property rights will not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party shall have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

12.12 MARKETING AND PUBLICITY.

(a) **Press Releases.** DataBank may prepare and issue a press release referring to Customer and relating to the signing of this Agreement, the scope of the relationship and the Software solution established under this Agreement and the applications for which Customer will use the Software. Upon the reasonable request of DataBank, Customer will provide quotations from one or more of Customer's business leaders, relating to the reasons for Customer's selection of DataBank and the benefits that Customer expects to realize from its use of the Software, for inclusion in the press release. This press release will be subject to the prior approval of the Customer.

(b) **Case Studies.** DataBank may prepare, publish and distribute, for its sales, marketing and advertising purposes, up to five (5) case studies describing any or all of the applications for which the Software will be used by Customer (e.g., Accounts Payable). Each case study will be in form substantially similar to the form of the case studies displayed by DataBank on its corporate web site, www.databankimx.com, from time to time. Each such case study will be subject to the prior approval of the Customer.

(c) **Interviews.** Subject to availability, and without significantly interfering with an employee's responsibilities to Customer, upon the reasonable request of DataBank Customer agrees to make one or more employees available for interviews, relating to

DataBank, the Software and/or Customer's use of the Software and the benefits it has derived from the Software, to be published or included in articles published in industry, trade or other publications.

(d) Speaking Engagements. Subject to availability, and without significantly interfering with an employee's responsibilities to Customer, upon the reasonable request of DataBank, Customer agrees to make one or more employees available to speak, relating to DataBank, the Software and/or Customer's use of the Software and the benefits it has derived from the Software not more than once annually (or more frequently only with the prior written consent of Customer, in its sole discretion), at trade shows or other similar conferences sponsored or attended by DataBank. DataBank agrees that it shall reimburse Customer for the out-of-pocket travel, lodging, registration and meals costs and expenses that are incurred by any such employees of Customer in connection with such speaking engagements, provided that such costs and expenses are reimbursable under Customer's employee expense reimbursement policies.

(e) Limitations. Except as specifically set forth in paragraphs (a) through (d) above, or as necessary to perform its obligations under this Agreement, neither party shall, without the prior written consent of the other party, use the names, services marks or trademarks of such other party nor the name of any employee of such other party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature. Except with regard to any permitted use granted under this Section, the terms of this Section shall survive the termination, expiration, non-renewal or rescission of this Agreement.

12.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

12.14 EXPENSES. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

12.15 THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

[Client]

DataBank IMX, LLC

Company Name ("Client")

Company Name ("DataBank")

By (Signature)

By (Signature)

Printed Name and Title

Printed Name and Title

___ / ___ / ___

___ / ___ / ___

Dated

Dated

ATTACHMENT B

CERTIFIED SOFTWARE EMPLOYEE REQUIREMENTS

A Certified Software Employee for technical support and advice related to the operation or use of is:

- With respect to the Software generally, a certified system administrator, as defined by the Software manufacturer.
- With respect to specialized Software modules, in which the vendor offers additional certifications, a certified administrator for the specialized module.
- With respect to the Software Application Programming Interfaces specifically, an OnBase Certified System Administrator or an employee of Customer who is OnBase API Certified.

The education and certification requirements for each certified status identified above are set forth on DataBank's training web site: <https://training.onbase.com>.

QUALIFIED EMPLOYEE REQUIREMENTS

"Qualified Employee" means, if Customer at any time does not have a Certified Software Employee, then an employee of Customer that fulfills the following knowledge and reporting requirements in connection with any communication to DataBank for Maintenance and Support:

- (a) is at the computer where the Error or problem that is being reported occurred or has viewed captured screen shots of all error messages appearing on the computer where the Error or problem that is being reported occurred;
- (b) knows and reports the version of the Supported Software that Customer is using;
- (c) knows and reports any hardware interacting with or impacting the efficiency or effectiveness of the Supported Software;
- (d) knows and reports any third-party software interacting with or impacting the efficiency or effectiveness of the Supported Software;
- (e) knows and reports any recent changes to any hardware or third-party software described in clause (c) and (d) above;
- (f) knows and reports the wording of any "error messages" or other messages that appeared on the computer screen; and
- (g) knows and reports what happened, step-by-step, when the Error or problem occurred and any steps completed to attempt to rectify the Error or problem.

ATTACHMENT C

Attachment C will include the software licensing that is desired by Scott County, pending the outcomes of the initial solution analysis with DataBank and Scott County personnel.

ATTACHMENT D

Attachment D will include a mutually agreed upon Statement of Work (SOW) to meet the project goals of Scott County, pending the outcomes of the initial solution analysis with DataBank and Scott County personnel.

ATTACHMENT E

Canon ImageWARE Statement of Work

**Software End User License Agreement
(Domestic Version)
IMPORTANT- READ CAREFULLY**

This End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, and _____ (“User”), _____ with respect to the licensing of the software products or modules listed or described on Exhibit A attached hereto, including , in each case, third party software bundled by Hyland as part of a unified product, and any security device(s) that may be used to protect the Software from unauthorized use (“Software”).

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User’s own data; and (ii) subject to Section 1(m) below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-restricted will no longer function when the number of images processed within the annual term exceeds the maximum number of images per year (the “Volume Level”). User may choose to purchase a higher Volume Level at any time. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User’s use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland Software, Inc.’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User’s production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User’s production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User’s employees on the Software (“Test Systems”). User may be required to provide to Hyland certain information relating to User’s intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

- (d) User agrees: (1) not to remove any Hyland Software, Inc. notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.
- (e) “Beta Software” means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland’s other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User’s use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be “Software” for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland’s commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (f) From time to time User may elect to evaluate certain Software modules that it has not licensed and does not currently use in its production environment (“Evaluation Software”), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User’s use in User’s Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be “Software” for all other purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User’s Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland’s authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User’s use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User’s production environment under this EULA, User agrees that it will provide to Hyland remote access to User’s systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.
- (h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User’s assets that assumes in writing all of User’s obligations and duties under this EULA.

- (i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. That third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.
- (j) The optional AccuZip™ component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required that the Software include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of maintenance and support for the AccuZip module.
- (k) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this EULA.
- (l) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by User of the preceding sentence ("Unauthorized Contractor")), User agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, suffered or incurred by Hyland to the extent arising from breach by such Contractor of any provision of the Agreement, and in the case of an Unauthorized Contractor, any obligation to which such Unauthorized Contractor would have been subject had it signed the Contractor Use Agreement.
- (m) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." User agrees to indemnify and hold harmless Hyland from any third-party claim arising out of User's use of the Software in connection with any High Risk Use.
- (n) Upon reasonable notice to User, and upon a schedule that is mutually agreed upon by the parties, Hyland shall be permitted access to User's Software system and to audit User's use of the Software in order to determine User's compliance with the licensing terms this EULA. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing

the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

- (o) The Medical Imaging Viewer Powered by Agfa Software module can provide an optional lossy compression algorithm for the permanent long-term archive. Responsibility for any decision by User to implement lossy compression (as opposed to lossless compression, which is the default) and or the deletion of the original data file will lie solely with the User. User acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. User also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the User.

2. **OWNERSHIP:** Hyland's direct and indirect suppliers, including Hyland Software, Inc. and its suppliers, own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. **INSTALLATION; DELIVERY OF HASPS AND CDS:** User may retain Hyland or the Hyland authorized solution provider through which User orders the Software to provide installation services pursuant to the terms of a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

4. **LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:**

- (a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the earlier of: (1) the date that license codes, files, or certificate necessary for User to activate the Software for use have been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland; or (2) the sixtieth (60th) day after the date that the Software has been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland, Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that is included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.
- (c) Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) HYLAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND AND SUCH SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES

AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. HYLAND AND ITS SUPPLIER DO NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

- (e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND SOFTWARE, INC. OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS AGREEMENT, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

6. MAINTENANCE: Maintenance and technical support of the Software may be available for purchase by User from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement.

7. TERMINATION: Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of the EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASP's to Hyland, or (2) with the permission of Hyland, destroy the Software, Documentation and any HASP's and certify in writing to Hyland that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. SEVERABILITY: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. **NOTICE:** All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, Hyland or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. **GOVERNING LAW AND JURISDICTION:** The laws of the State of Ohio, shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

11. **U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

12. **EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

13. **THIRD PARTIES.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

14. **ENTIRE AGREEMENT:** This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA and the additional terms contained in any invoice delivered by Hyland or the Hyland authorized solution provider, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

HYLAND SOFTWARE, INC.

By:

By:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Hyland Legal

Approved By:

Date:

EXHIBIT A
TO
EULA

Software licensed for use pursuant to the EULA:

1. Software modules or products with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized solution provider. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon payment in full of the Software license fees, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

2. All "Upgrades or Enhancements" to the Software described in paragraph (1) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland's authorized solution provider.

Payment of Software license fees:

Unless and until Hyland notifies User in writing to the contrary, the Software license fees due and payable by User shall be mutually agreed upon by User and Hyland's authorized solution provider from which User ordered the Software; User is authorized to make any and all payments of such Software license fees to such authorized solution provider pursuant to such payment terms as User shall have mutually agreed to with such authorized solution provider; and User agrees to pay such Software license fees and to make all such payments in accordance with such mutually agreed upon terms.



General Information

| | | | |
|--------------|----------|-----------------|---------------|
| Quote Number | 00000196 | Created Date | 3/25/2016 |
| | | Expiration Date | 4/29/2016 |
| | | Prepared By | Lee Meyerdirk |

Contact Information

| | | | |
|-----------------|--|--------------|-----------------------------|
| Name | Matt Hirst | Account Name | Scott County, IA |
| Mailing Address | Scott County Courthouse 400 W. 4th St. Davenport, IA 52801 US | Department | Sales |
| | | Email | lmeyerdirk@ databankimx.com |
| Phone | 563-326-3261 | | |
| Email | mhirst@scottcountyiowa.com | | |

| Product | Product Code | List Price | Sales Price | Quantity | Total Price |
|---|--------------------|-------------|-------------|----------|-------------|
| Advanced Capture | IAIPW1 | \$25,000.00 | \$25,000.00 | 1.00 | \$25,000.00 |
| Advanced Capture - Maintenance | IAMPW1 | \$5,000.00 | \$5,000.00 | 1.00 | \$5,000.00 |
| Document Import Processor | DPIPW1 | \$5,000.00 | \$5,000.00 | 1.00 | \$5,000.00 |
| Document Import Processor - Maintenance | DPMPW1 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 |
| Local Government Concurrent Client | GV-B-MU2-CTIPC1 | \$650.00 | \$650.00 | 40.00 | \$26,000.00 |
| Local Government Concurrent Client - Maintenance | GV-B-MU2-CTMPC1 | \$130.00 | \$130.00 | 40.00 | \$5,200.00 |
| Local Government Enterprise Application Enabler | GV-B-MU2-AEIP12 | \$20,000.00 | \$20,000.00 | 1.00 | \$20,000.00 |
| Local Government Enterprise Application Enabler - Maintenance | GV-B-MU2-AEMPI2 | \$4,000.00 | \$4,000.00 | 1.00 | \$4,000.00 |
| Local Government Integration for Microsoft Outlook 2010 | GV-B-MU2-OLIP1-10 | \$2,000.00 | \$2,000.00 | 1.00 | \$2,000.00 |
| Local Government Integration for Microsoft Outlook 2010 - Maintenance | GV-B-MU2-OLMPI1-10 | \$400.00 | \$400.00 | 1.00 | \$400.00 |
| Local Government Integration for Microsoft Outlook 2013 | GV-B-MU2-OLIP1-13 | \$2,000.00 | \$2,000.00 | 1.00 | \$2,000.00 |
| Local Government Integration for Microsoft Outlook 2013 - Maintenance | GV-B-MU2-OLMPI1-13 | \$400.00 | \$400.00 | 1.00 | \$400.00 |
| Local Government Licensing Bundle | GV-B-LOCAL | \$16,000.00 | \$16,000.00 | 1.00 | \$16,000.00 |
| Local Government Licensing Bundle - Maintenance | GV-B-LOCAL-M | \$3,200.00 | \$3,200.00 | 1.00 | \$3,200.00 |
| Local Government Office Business Application for 2010 | GV-B-MU2-OIIPW1-10 | \$40.00 | \$40.00 | 100.00 | \$4,000.00 |
| Local Government Office Business Application for 2010 - Maintenance | GV-B-MU2-OIMPW1-10 | \$8.00 | \$8.00 | 100.00 | \$800.00 |
| Local Government Office Business Application for 2013 | GV-B-MU2-OIIPW1-13 | \$40.00 | \$40.00 | 50.00 | \$2,000.00 |
| Local Government Office Business Application for 2013 - Maintenance | GV-B-MU2-OIMPW1-13 | \$8.00 | \$8.00 | 50.00 | \$400.00 |
| Local Government Production Document Imaging (TWIN) | GV-B-MU2-TIIPW1 | \$2,000.00 | \$2,000.00 | 1.00 | \$2,000.00 |



| | | | | | |
|---|-----------------|-------------|-------------|-------|-------------|
| Local Government Production Document Imaging (TWAIN) - Maintenance | GV-B-MU2-TIMPW1 | \$400.00 | \$400.00 | 1.00 | \$400.00 |
| Local Government Production Document Imaging (TWAIN) 2+ | GV-B-MU2-TIIPW2 | \$800.00 | \$800.00 | 3.00 | \$2,400.00 |
| Local Government Production Document Imaging (TWAIN) 2+ - Maintenance | GV-B-MU2-TIMPW2 | \$160.00 | \$160.00 | 3.00 | \$480.00 |
| Local Government Records Management | GV-B-MU2-RIIP1 | \$8,000.00 | \$8,000.00 | 1.00 | \$8,000.00 |
| Local Government Records Management - Maintenance | GV-B-MU2-RIMP1 | \$1,600.00 | \$1,600.00 | 1.00 | \$1,600.00 |
| Local Government Web Server | GV-B-MU2-WTIPW1 | \$4,000.00 | \$4,000.00 | 1.00 | \$4,000.00 |
| Local Government Web Server - Maintenance | GV-B-MU2-WTMPW1 | \$800.00 | \$800.00 | 1.00 | \$800.00 |
| Local Government Workflow Concurrent Client SL | GV-B-MU2-WLIPC1 | \$1,000.00 | \$1,000.00 | 10.00 | \$10,000.00 |
| Local Government Workflow Concurrent Client SL - Maintenance | GV-B-MU2-WLMPC1 | \$200.00 | \$200.00 | 10.00 | \$2,000.00 |
| OnBase-Premium Subscription | PETWS1-P | \$0.00 | \$3,200.00 | 1.00 | \$3,200.00 |
| Report Services | RPIPI1 | \$5,000.00 | \$5,000.00 | 1.00 | \$5,000.00 |
| Report Services - Maintenance | RPMP1 | \$1,000.00 | \$1,000.00 | 1.00 | \$1,000.00 |
| Unity Integration Toolkit | UIIP1 | \$10,000.00 | \$10,000.00 | 1.00 | \$10,000.00 |
| Unity Integration Toolkit - Maintenance | UIMP1 | \$2,000.00 | \$2,000.00 | 1.00 | \$2,000.00 |

Software Subtotal \$143,400.00
 Less Scott County Discount \$(8,000.00)
 Annual Maintenance Contract \$31,880.00
 Total payable Net 45 days \$146,970.00
 Total payable Net 120 days \$20,310.00

Signature

Databank Print Name

Customer Print Name

Databank Authorized Signature

Customer Authorized Signature

DataBank Signature Date

Customer Signature Date



Attachment D - Statement of Work

SCOTT COUNTY, IOWA

ECM PROJECT

3/29/2016

Prepared by:
DataBank IMX
www.databankimx.com

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Version Control

Document Attributes

| | |
|--------------------------------|-------------------------------|
| Document Name | Statement of Work |
| Document Identifier | Scott County Iowa ECM Project |
| Publish Date | 03.16.2016 |
| Current Revision Number | 0.2 |

Revision History

| Version Number | Date | Responsibility (Author) | Description |
|----------------|------------|-------------------------|---|
| 0.1 | 03.16.2016 | Daryl Eller | Initial draft |
| 0.2 | 03.28.2016 | Daryl Eller | Updated to include Stakeholder feedback |
| | | | |
| | | | |

RACI Chart

| Name | Position | * | R | A | S | C | I |
|----------------------|--|---|---|---|---|---|---|
| Jason Engen | DataBank – Sales Director, Central Region | X | | X | X | | X |
| Casey Winkels | DataBank – Director of Pro Services, Midwest Region | | | X | X | | X |
| Alan Givens | DataBank – Regional Manager of Pro Services, Midwest | | | | X | | X |
| Daryl Eller | DataBank – Business Analyst | | X | | X | | X |
| Lee Meyerdirk | DataBank – Senior Solutions Consultant | | | | X | | X |
| County Administrator | Scott County Project Sponsor | | | | | | X |
| Matt Hirst | Scott County Project Sponsor | X | | | | X | X |
| John Heim | Scott County Subject Matter Expert | | | | | X | X |
| Stephanie Macuga | Scott County Project Manager | | | | | X | X |

| Column Key | |
|------------|--|
| | <p>* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement</p> <p>R – Responsible: Person responsible for creating this document.</p> <p>A – Accountable: Person accountable for accuracy of this document.</p> <p>S – Supports: Individuals providing supporting services in the production of this document.</p> <p>C – Consulted: Individuals providing input (interviewee, etc.).</p> <p>I – Informed: Individuals who must be informed of any changes.</p> |

Introduction/Overview

Scott County Iowa, (hereinafter “Customer”) is seeking to implement OnBase to reduce and eliminate paper throughout the County while increasing efficiencies in various business processes. The OnBase ECM (Enterprise Content Management solution) will replace the aging ImageWare (Canon ImageWare) application. OnBase ECM will also provide the County with a platform to expand automation and document sharing across County Departments. Customer will be leveraging DataBank IMX (hereinafter “Vendor”) to design, implement, and support the solution.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional services estimate for implementing the solutions outlined in this Statement of Work (SOW) for Customer. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project is limited to planning, analysis, implementation, testing, and training activities associated with the delivery of the proposed solutions. Installation and/or configuration of OnBase components that are not listed in the quote will require an approved change order.

Department/functional areas included in this Statement of Work include:

I. Installation and Configuration of OnBase ECM Core Production and Test Environments

Vendor will collaborate with Customer to develop an OnBase server topography plan. Once the topography plan has been defined, Customer will be tasked with completing server prerequisites prior to installation of OnBase software. Vendor, with Customer’s assistance, will then remotely configure and test the following:

- OnBase Database
- OnBase File Server
- OnBase Application Server
 - Report Services
- OnBase Web Server
- OnBase Unity Client (single station)
- OnBase Full Text Indexing (IDOL)

II. Volume Scanning Solutions

Vendor to implement a Volume Scanning OnBase ECM Solution for the Customer’s Production Scanning team.

The solution is to address the following Customer needs:

1. Scan and Index ‘Doc Prepped’ physical documents

Implement solution providing the Customer the ability to scan and index physical documents that have been ‘Doc Prepped’. Doc Prepped refers to the existing Customer process of:

- a. Generating a physical 8.5” X 11” barcode sheet with up to five metadata values for indexing a document
- b. Verifying physical document is in a scan friendly format, no paper clips, multiple pages stapled, crimped documents, etc.
- c. Sorting and storing barcode sheets preceding the related physical document

- d. Sorting and storing physical documents by Department, and by Document Type

Vendor's proposed solution will be configured to provide Customer the ability to batch scan documents for sixteen Document Types. Solution to interpret Customer's existing barcode sheet's metadata and map those values for the document immediately following the barcode sheet.

2. Scan and Index physical documents without a barcode sheet
Implement solution providing the Customer the ability to scan and index physical documents without the use of a barcode sheet. The user will be able to manually key in metadata values relating to the scanned document displayed on screen.

Vendor is proposing onsite Customer training of Volume Scanning Solutions. Prior to onsite visit, Vendor will assist Customer with configuring Production Imaging Client workstation.

III. Account Payable Invoices – OnBase ECM Support

Vendor to implement a solution for the Customer's Accounts Payable process to import and retrieve Accounts Payable Invoices and Check Images. Vendor will initially perform validation that OnBase Application Enabler is able to interpret LOGOS screens defined in this SOW. Once confirmed, Vendor will continue with development of the solution.

The following LOGOS screens are to be interpreted:

1. Invoice Entry
2. Invoice Inquiry (Main Screen)
3. Accounts Payable Invoice Inquiry

Once validation has occurred between Vendor and Customer, the Application Enabled solution will be developed to allow the following:

1. Vendor/Customer to agree on desired 'short cuts' to access OnBase scanning and retrieval screens
2. When the desired short cuts have been initiated, OnBase ECM to interpret specific LOGOS fields as OnBase ECM Keywords
3. Depending on the short cut initiated, OnBase ECM will display an upload/scan screen or document retrieval listing
4. Vendor to train Customer on the process to install OnBase Application Enabler

Vendor to also develop process for importing LOGOS' multiple page, multiple check PDF into OnBase ECM

- a. Process to perform a daily sweep of a specified network location for new LOGOS check PDFs
- b. Process to split multiple-page check document into individual check documents based on Check #
- c. Process to interpret Check #, Check Date, and First Address Line values as OnBase ECM keyword values for individual check indexing

IV. Juvenile Detention System – OnBase ECM Support

Customer has developed an in-house application, Juvenile Detention System (JDS), for managing information regarding resident stays. Currently, JDS maintains photos and documents in addition to other resident stay information. Proposed solution by Vendor will provide JDS solution access to store and retrieve JDS' photos and documents. Vendor is proposing Customer to continue to utilize JDS' ability to acquire and display images, however, leveraging OnBase ECM for the image and document storage. Vendor will configure OnBase ECM to allow for metadata and images to be obtained and viewed by JDS.

Details of Vendor's solution is located in Appendix A.

Vendor to also create a process which will allow Customer the ability to import a batch of JDS' photos and documents into OnBase ECM. Batch process will require Customer to create a structured index document containing metadata values related to the documents being indexed. Vendor to provide Customer training of batch process.

V. Land Records – OnBase ECM Support

Currently, Vendor is proposing a solution for allowing the Customer's Auditor's Office, County Assessor's Office, City Assessor's Office, Treasurer's Office, and Planning and Development Office the ability to view "in-place" Land Records stored with the Customer's existing Cott Resolution solution. Vendor to collaborate with Customer for validity and testing during early stages of this proposed solution.

OnBase ECM has the option which allows the system to consume a formatted file that contains the metadata keywords and file path locations to documents stored external to OnBase ECM. As OnBase ECM parses this file, it will insert entries into the database that are similar to standard files, but rather than moving the files to an OnBase ECM designated path, it will set the path in the database to the file path provided for each unique item. OnBase ECM will then provide similar feature/functionality, with some limitations on the deletion and editing of files to maintain the integrity of the foreign file. The opening of files will be through native OnBase ECM viewers as is supported with files ingested fully into the system.

Vendor to provide Customer training on the solution processes needed to maintain and update this solution.

VI. Document Retention

Vendor to implement the Document Retention solution module that will focus on document retention attributes for up to thirty Document Types previously configured within OnBase ECM. Documents converted from ImageWare will be configured for permanent retention. Vendor to collaborate with Customer to develop a Document Retention schedule for the thirty document types prior to implementation.

Additional discovery between Vendor and Customer's SME team will be required prior to solution development.

VII. Report Services

Vendor to provide remote Report Services training with Customer's OnBase ECM Administrator regarding default reports provided with the solution. Solution will be installed and trained only in Customer's OnBase ECM's Production environment.

VIII. Office Business Application ¹

Vendor to provide remote training of Office Business Application Client Workstation configuration with Customer’s OnBase ECM Administrator. Solution implemented will allow documents to be archived and indexed only into Customer’s OnBase ECM’s Production environment.

IX. Future Project Discovery and Evaluation

Vendor will work with Customer project sponsors, functional managers, Subject Matter Experts (SME), and IT department personnel to discover the current process, define the requirements, high level design, and plan the implementation and budget for possible future projects.

Possible future projects that could be a part of this discovery would include:

Human Resources

- Personnel Files
- HR Workflow (OnBoarding)
- Employee Forms

Public Web Access

- Automated Redaction

GIS Integration

County Attorney

- Case Management Software (Judicial Dialog) integration
- State Judicial Branch EDMS (Manage in Place)

The scope of this initiative will be limited to the following activities:

| Activity | Description |
|-----------------------------|--|
| Project Initiation/Planning | <ul style="list-style-type: none"> ▪ Internal project review and team assignment ▪ Schedule Kick-off meeting with customer ▪ Project Kick-off Meeting ▪ Project planning documentation <ul style="list-style-type: none"> ○ Project Plan if applicable ○ Project Schedule if applicable |
| Solution Discovery | <ul style="list-style-type: none"> ▪ Current process review ▪ Review and refine business requirements ▪ Identify future state ▪ DataBank analysis of discovery notes ▪ Draft Functional Design Document (FDD) |
| Solution Design | <ul style="list-style-type: none"> ▪ DataBank internal solution design workshops |

¹ Client is able to upgrade to a new version of OBA (i.e. MS 2010 to MS 2013) at no cost – assuming the upgrade is requested within 12 months of the original OBA purchase date. After 12 months, the new version of OBA must be purchased outright.

| Activity | Description |
|--------------------------------------|---|
| Solution Development | <ul style="list-style-type: none"> ▪ Installation/configuration activities ▪ Development activities ▪ Modifications per Unit Testing (if required) <ul style="list-style-type: none"> ○ Change Order process if applicable |
| Solution Demonstration | <ul style="list-style-type: none"> ▪ Demonstrate and review solution iteration with Customer |
| Testing | <ul style="list-style-type: none"> ▪ Train the testers ▪ Customer to provide test scripts and test data ▪ Unit Testing ▪ Support User Testing |
| Training | <ul style="list-style-type: none"> ▪ User training <ul style="list-style-type: none"> ○ Administrative Training ○ Capture Training (if applicable) ○ Perform “Train the Trainer” training |
| Production Deployment | <ul style="list-style-type: none"> ▪ Migration of solution to Production ▪ Go-live support |
| Project Hand-off to National Support | <ul style="list-style-type: none"> ▪ Formal review and hand-off to National Support Team <ul style="list-style-type: none"> a. Transfer of on-going support |
| Project Management | <ul style="list-style-type: none"> ▪ Assessment Planning ▪ Resource Planning ▪ Issue Management ▪ Risk Management ▪ Change Management ▪ Status meetings / reports ▪ Manage schedule ▪ Manage budget |

The following items may or may not have been discussed but are considered **out of scope** for this project:

| Activity | Description |
|--|---|
| Implementation of other OnBase solutions | Activities related to the implementation of other OnBase solutions other than those listed in the Statement of Work are out of scope and will require an approved change order. |
| ImageWare Document Migration | A separate Statement of Work has been created for the migration of documents and metadata from ImageWare into OnBase ECM. |
| Activities not listed | Activities not listed in the in scope statement will require a change order. |
| Software procurement | Software procurement is referenced in a separate agreement |

Pricing Breakdown

Professional Services Fees (Estimate) – Time and Materials

The following is a summary of the estimated costs for professional services by project. The services provided under this SOW will be delivered on a time and materials basis. DataBank shall invoice the Customer monthly for services performed.

Installation and Configuration of OnBase ECM Core

Estimate reflects effort for the Vendor to collaborate with the Customer for configuration and installation of OnBase ECM Core Production and Test server software and connectivity testing.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|-----------------------------|-----------------|------------------|-------------------|
| Project Initiation/Planning | 4.0 | \$ 165.00 | \$660.00 |
| Solution Discovery | 4.0 | \$ 165.00 | \$660.00 |
| Solution Design | 4.0 | \$ 165.00 | \$660.00 |
| Testing | 4.0 | \$ 165.00 | \$660.00 |
| Training | 2.0 | \$ 165.00 | \$330.00 |
| Production Deployment | 32.0 | \$ 165.00 | \$5,280.00 |
| Project Management | 10.0 | \$ 165.00 | \$1,650.00 |
| Grand Total | 60.0 | \$ 165.00 | \$9,900.00 |

Volume Scanning Solutions

Estimate reflects effort for the Vendor to collaborate with the Customer to implement Volume Scanning Solutions. The scanning solutions will allow for the process of scanning Customer's 'Doc Prepped' documents as well as a process for scanning/indexing documents without a barcode sheet.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|---|-----------------|------------------|--------------------|
| Project Initiation/Planning | 2.0 | \$ 165.00 | \$330.00 |
| Solution Discovery | 4.0 | \$ 165.00 | \$660.00 |
| Solution Design | 2.0 | \$ 165.00 | \$330.00 |
| Solution Development | 40.0 | \$ 165.00 | \$6,600.00 |
| Solution Demonstration | 2.0 | \$ 165.00 | \$330.00 |
| Testing | 6.0 | \$ 165.00 | \$990.00 |
| Training | 4.0 | \$ 165.00 | \$660.00 |
| Production Deployment | 4.0 | \$ 165.00 | \$660.00 |
| Project Hand-off to Support | 2.0 | \$ 165.00 | \$330.00 |
| Project Management | 8.0 | \$ 165.00 | \$1,320.00 |
| Travel & Expense – Discovery - One Resource, One Day | | | \$1,410.00 |
| Travel & Expense – Training & Deployment - Two Resources, One Day | | | \$2,440.00 |
| Grand Total | 74.0 | \$ 165.00 | \$16,060.00 |

Accounts Payable Invoices – OnBase ECM Support

Estimate reflects effort for the Vendor to collaborate with the Customer to implement solution that is able to interpret screens defined within this SOW's Scope of Services section. Solution will also provide the ability to import LOGOS' multiple-page, multiple-check PDF, split into individual check documents, and index into OnBase ECM.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|-----------------------------|-----------------|------------------|--------------------|
| Project Initiation/Planning | 4.0 | \$ 165.00 | \$660.00 |
| Solution Discovery | 12.0 | \$ 165.00 | \$1,980.00 |
| Solution Design | 4.0 | \$ 165.00 | \$660.00 |
| Solution Development | 36.0 | \$ 165.00 | \$5,940.00 |
| Solution Demonstration | 4.0 | \$ 165.00 | \$660.00 |
| Testing | 6.0 | \$ 165.00 | \$990.00 |
| Training | 4.0 | \$ 165.00 | \$660.00 |
| Production Deployment | 5.0 | \$ 165.00 | \$825.00 |
| Project Hand-off to Support | 2.0 | \$ 165.00 | \$330.00 |
| Project Management | 15.0 | \$ 165.00 | \$2,475.00 |
| Grand Total | 92.0 | \$ 165.00 | \$15,180.00 |

Juvenile Detention System – OnBase ECM Support

Estimate reflects effort for the Vendor to collaborate with the Customer to implement a solution that provides Customer's Juvenile Detention System access to store and retrieve documentation with OnBase ECM. Vendor to also provide Customer the ability and training to batch import JDS documents and associated metadata.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|-------------------------------------|-----------------|-----------|--------------------|
| Project Initiation/Planning | 2.0 | \$ 185.00 | \$370.00 |
| Solution Discovery | 6.0 | \$ 185.00 | \$1,110.00 |
| Solution Design | 2.0 | \$ 185.00 | \$370.00 |
| Solution Development | 32.0 | \$ 185.00 | \$5,920.00 |
| Solution Development – Batch Import | 5.0 | \$ 165.00 | \$825.00 |
| Testing | 8.0 | \$ 185.00 | \$1,480.00 |
| Testing – Batch Import | 3.0 | \$ 165.00 | \$495.00 |
| Training | 10.0 | \$ 185.00 | \$1,850.00 |
| Training – Batch Import | 1.0 | \$ 165.00 | \$165.00 |
| Production Deployment | 8.0 | \$ 185.00 | \$1,480.00 |
| Project Hand-off to Support | 2.0 | \$ 185.00 | \$370.00 |
| Project Management | 15.0 | \$ 165.00 | \$2,475.00 |
| Grand Total | 94.0 | | \$16,910.00 |

Land Records – OnBase ECM Support

Estimate reflects effort for the Vendor to collaborate with the Customer to implement a solution that provides Customer's Land Record document metadata retrievable through OnBase ECM.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|-----------------------------|-----------------|------------------|-------------------|
| Project Initiation/Planning | 2.0 | \$ 165.00 | \$330.00 |
| Solution Discovery | 8.0 | \$ 165.00 | \$1,320.00 |
| Solution Design | 2.0 | \$ 165.00 | \$330.00 |
| Solution Development | 20.0 | \$ 165.00 | \$3,300.00 |
| Testing | 4.0 | \$ 165.00 | \$660.00 |
| Training | 2.0 | \$ 165.00 | \$330.00 |
| Production Deployment | 4.0 | \$ 165.00 | \$660.00 |
| Project Hand-off to Support | 2.0 | \$ 165.00 | \$330.00 |
| Project Management | 8.0 | \$ 165.00 | \$1,320.00 |
| Grand Total | 52.0 | \$ 165.00 | \$8,580.00 |

Document Retention

Estimate reflects effort for the Vendor to collaborate with the Customer to implement Records Management solution for retention rules of up to thirty Document Types.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|-----------------------------|-----------------|------------------|-------------------|
| Project Initiation/Planning | 4 | \$ 165.00 | \$660.00 |
| Solution Discovery | 4 | \$ 165.00 | \$660.00 |
| Solution Design | 4 | \$ 165.00 | \$660.00 |
| Solution Development | 14 | \$ 165.00 | \$2,310.00 |
| Testing | 4 | \$ 165.00 | \$660.00 |
| Training | 4 | \$ 165.00 | \$660.00 |
| Production Deployment | 6 | \$ 165.00 | \$990.00 |
| Project Management | 5 | \$ 165.00 | \$825.00 |
| Grand Total | 45 | \$ 165.00 | \$7,425.00 |

Report Services

Estimate reflects effort for the Vendor to perform testing and Customer Administrator training of default reports provided with Report Services.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|--------------------|-----------------|------------------|-------------------|
| Testing | 2 | \$ 165.00 | \$330.00 |
| Training | 4 | \$ 165.00 | \$660.00 |
| Grand Total | 6 | \$ 165.00 | \$990.00 |

Office Business Application

Estimate reflects effort for the Vendor to provide training of Office Business Application Client Workstation configuration with Customer's OnBase ECM Administrator.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|-----------------------------|-----------------|------------------|-------------------|
| Project Initiation/Planning | 1 | \$ 165.00 | \$165.00 |
| Solution Discovery | 2 | \$ 165.00 | \$330.00 |
| Solution Design | 1 | \$ 165.00 | \$165.00 |
| Testing | 2 | \$ 165.00 | \$330.00 |
| Training | 4 | \$ 165.00 | \$660.00 |
| Project Management | 1 | \$ 165.00 | \$165.00 |
| Grand Total | 11 | \$ 165.00 | \$1,815.00 |

Future Project Discovery and Evaluation

Estimate reflects effort for the Vendor to work with Customer project sponsors, functional managers, Subject Matter Experts (SME), and IT department personnel to discover the current process, define the requirements, high level design, and plan the implementation and budget for possible future projects.

| Phase | Estimated Hours | Rate | Total PS Estimate |
|---|-----------------|------------------|--------------------|
| Discovery | 32 | \$ 165.00 | \$5,280.00 |
| Documentation | 20 | \$ 165.00 | \$3,300.00 |
| Travel & Expenses – Two Resources, Two Days | | | \$2,780.00 |
| Grand Total | 52 | \$ 165.00 | \$11,360.00 |

All estimates of fees or time required to complete the project are provided for convenience only and are approximations of the anticipated amount of time needed to complete the project. Customer will be invoiced based on the amount of time actually required to complete the project. Vendor will bill monthly for services performed.

It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank's change order process. Customer should plan on some degree of scope change for internal budget planning purposes.

Totals

| Projects | Total: |
|---|--------------------|
| Installation and Configuration of OnBase ECM Core | \$9,900.00 |
| Volume Scanning Solutions | \$16,060.00 |
| Accounts Payable Invoices – OnBase ECM Support | \$15,180.00 |
| Juvenile Detention System – OnBase ECM Support | \$16,910.00 |
| Land Records – OnBase ECM Support | \$8,580.00 |
| Document Retention | \$7,425.00 |
| Report Services | \$990.00 |
| Office Business Application | \$1,815.00 |
| Future Project Discovery and Evaluation | \$11,360.00 |
| Professional Services Total: | \$88,220.00 |

Travel Costs & Expenses

Costs associated with travel time to the Customer site(s) are invoiced as a trip charge(s). The travel estimates included above are based on the following expenses which will be itemized on the invoice and billed as incurred for amounts not to exceed without customer approval as detailed below:

| | |
|------------|---------------|
| Airfare | \$500.00 |
| Hotel | \$95/night |
| Meals | \$45 per diem |
| Car Rental | \$70/per day |

Overtime Policy

Professional Services are considered overtime if they belong to one of the following situations:

- 1) Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
- 2) Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge an overtime premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Overtime rates are billed at 1.50 times the quoted services rate.

Prerequisites

1. Purchase Orders in place for minimum Discovery Services
2. Signed Statement of Work

Services Rendered and Timeline Estimation

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the deployment services provided under this SOW in the following manner:

1. Time and Materials will be billed monthly

Other than when payment terms are specifically delineated in a Master Services Agreement, Customer agrees to pay for all Services and Products within forty-five (45) days of receipt of an invoice from Vendor.

Change Order Authorization

In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order.

DataBank Project Staff

While DataBank strives to align qualified resources on our client projects, we understand that all personalities are not always a good fit in every Client environment. In the event that Scott County feels a DataBank resource is not a good asset for the project, DataBank will work with the County to replace that resource or come to a resolution that is appropriate for the success of the project.

Project Assumptions

After the purchase order has been received, the vendor will follow a standardized set of procedural, deployment, and project management business processes. These defined project processes and assumptions will expose the Customer to the Vendor's proven methods to a successful deployment. These processes will also help define specific Vendor/Customer responsibilities in order to minimize project confusion as defined below:

Required Documentation

1. An approval to bill (purchase order, contract, existing block time, master service agreement, etc.) is received by Vendor prior to scheduling development and deployment.
2. A signed Solution Design Document is received by Vendor prior to scheduling development and deployment.
3. If applicable, a Pre-Installation form is completed in full prior to deployment.

Pre-Deployment

1. A project kick-off meeting has been held with all applicable project members prior to commencing of implementation activities.
2. All applicable System Servers are installed, tested, and properly working prior to deployment.
3. All applicable Operating Software is installed, tested, and working properly prior to deployment.
4. All applicable OnBase Software is downloaded and placed in a directory on the server(s) it will be installed on.
5. A network account with full administrative rights to the network and hard ware is set up and made available to the Vendor for both onsite and remote work.
6. Customer will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.
7. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If the customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.

Deployment

1. Remote access is established and made available to Vendor during the deployment process.
2. Vendor will deploy the solution as agreed upon in the formal Solution Design Document.
3. Vendor will deploy the solution in the customer test environment, unless agreed upon by both parties prior to deployment.
4. Vendor will test the system to assure that it performs within the project requirements prior to training.
5. Vendor will provide a solution Performance Validation demonstration prior to formal training. Any issues or project gaps must be identified and documented at that time. Issues not identified as part of the Solution Design Document will be subject to a formal Change Order process, which may result in schedule changes and/or additional charges.
6. Vendor will utilize the "Train the Trainer" method of end user training. This allows Customer resources to better support the delivered solution after Vendor staff is no longer on site. The

- target candidates for this training are key users that can facilitate the training of the rest of the user base.
7. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
 8. Customer will test the deployed solution as defined within the Solution Design Document. Vendor will provide formal testing support as defined in the Solution Design Document.
 9. Customer will document all issues/change requests as part of the testing process. Vendor will only make changes during the testing process for issues that affect system performance. All other changes will be made as a single effort upon completion of testing by the customer.
 10. Vendor will deploy the system into production once it is accepted by the customer as functioning per the Solution Design Document and any negotiated Change Orders.
 11. Vendor will provide up to 1 day of Go-Live support once the system is put into production. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Go-Live requirements are subject to applicable Project Management fees.
 12. Vendor assumes Customer is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Customer is not current on software maintenance, they must work with their DataBank account manager to resolve.
 13. Vendor assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
 14. Customer has up to ninety (90) days from the Go-Live date to "Accept" the deployed solution. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted 30-days subsequent to delivery of the Acceptance document. Any issues not identified within 30 days will be treated as Support Issues and fall under the Vendor Hardware/Software Maintenance agreement terms and conditions.
 15. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that the Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Project Management

1. Vendor will assign the appropriate resources in order to meet all milestones/requirements as defined within the Solution Design Document.
2. Customer will assign applicable resources in order to meet all milestones/requirements as defined in the Solution Design Document.
3. Vendor will manage/schedule its own resources as part of the deployment process.
4. Customer will manage/schedule its own resources as part of the deployment process.
5. Vendor will attend up to 1 Project Status meeting per week during the deployment process. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
6. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
7. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by the customer as part of the Change Order Process.

8. Vendor will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

Solution Specific Assumptions

1. Volume Scanning Solutions
 - a. Customer's scanner(s) utilized for Volume Scanning are configured with a TWAIN driver compatible with OnBase
 - b. Customer's workstations utilizing Volume Scanning meet workstation requirements for OnBase's Rich-client workstation software
 - c. Customer's physical documents are sorted by Department and Document Type
 - d. Customer's barcode metadata has a consistent, structured format by Document Type
 - e. Customer's document barcode sheet has at a minimum one, but no more than five metadata values
 - f. Customer's documents following a single barcode sheet will be stored as a single document with metadata obtained from the preceding barcode sheet
 - g. Customer's document barcode sheet will be utilized as a document separator
 - h. Customer's Document Types utilized for this solution match the Document Types defined during the ImageWare data migration. Additional Document Types can be added, but will require a Change Order or additional SOW for implementation.
2. Accounts Payable Invoices – OnBase ECM Support
 - a. Vendor and Customer have an assumption that OnBase Application Enabler will be able to interpret LOGOS screens defined in this SOW.
3. Juvenile Detention System – OnBase ECM Support
 - a. Customer has the technical ability to modify their Juvenile Detention System to utilize web services provided by Vendor. Vendor will not modify Juvenile Detention System directly, but will require Customer to perform necessary updates to implement solution.
 - b. Vendor's solution is strictly for passing document image, document type, and keyword values to/from OnBase. No other functionality will be provided with these web services.
 - c. Customer's Juvenile Detention System will continue to leverage existing methods for capturing and displaying image and associated metadata.
4. Land Records – OnBase ECM Support
 - a. Vendor assumes that OnBase ECM is able to be configured to view "in-place" documents maintained by Cott Systems' Resolution Software. Initial stages of the project will include the Vendor performing additional discovery and testing with the Customer to confirm validity. If it's determined that this is not a viable solution, Vendor will need to perform additional discovery with the Customer and provide revised estimates.
 - b. Customer's Land Base records can be accessed by a file location that is 80 characters or less
 - c. Customer is able to provide a daily extract file with the following elements:
 - i. File locations by unique, document identifier
 - ii. Structured metadata unique to each document identifier
 - iii. Identifier to determine if a document is new from a previous extract
 - d. Customer is able to provide read only access to Land Records for OnBase ECM to access
 - e. Vendor to configure OnBase ECM User Groups for read only access to Land Record files. If User Groups are modified to no longer be 'read only', DataBank, nor Hyland Software will be held accountable if documents are removed.
 - f. Scott County will validate with Cott Systems that this solution will not invalidate their software Terms of Use of Resolution software
 - g. DataBank, nor Hyland Software will be held legally accountable if Scott County's Term of Use with Cott Systems Resolution software is invalidated.

Binding Affects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Acceptance of SOW

This SOW represents Vendor’s offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to Vendor within 30 days from the date of this document (the “Acceptance Deadline”). Vendor may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Company Name

Customer Name

By (Signature)

By (Signature)

Printed Name and Title

Printed Name and Title

Dated

Dated

Appendix A – OnBase Integration Web Service Proposal and Project Description

Customer has an in-house scanning application for Juvenile Detention photos and documents. Customer has requested a solution to allow the application to store and retrieve images from OnBase.

Vendor to provide the following solution:

I. Web Service

A WCF web service will be created and delivered as executable binaries with the following exposed methods:

- a. Retrieve Document List from OnBase
 - i. The method will accept a request object containing the following parameters:
 1. List of document types or single custom query
 2. List of search keywords and values
 - ii. The input request can be passed as a .NET class from a calling application or as a JSON string from an HTTP client.
 - iii. The method will return a result object containing the following values:
 1. List of documents available (will be null if an error occurs)
Each document object will contain the following values:
 - a. Document ID
 - b. Document Type
 - c. Document Name
 - d. Document Date
 - e. List of document keywords and values
 2. Error message string (will be null if errors do not occur)
 - iv. The result object can be returned as a .NET class if called from an application or as a JSON string if called from an HTTP client.
- b. Retrieve Document Image from OnBase
 - i. The method will accept a request object containing the following parameters:
 1. Document ID
or
 2. Search criteria:
 - a. List of document types or single custom query
 - b. List of search keywords and values
 - ii. The input request can be passed as a .NET class from a calling application or as a JSON string from an HTTP client.
 - iii. The method will return a result object containing the following values
 1. Document Data object (will be null if an error occurs)
 - a. Document ID
 - b. Document Type
 - c. Document Name
 - d. Document Date
 - e. List of document keyword values
 - f. File extension or mime type of the returned document's file type
 - g. Byte array containing document file
 2. Error message string (will be null if errors do not occur)
 - iv. The result object can be returned as a .NET class if called from an application or as a JSON string if called from an HTTP client

- c. Store Document to OnBase
 - i. The method will accept a request object containing the following parameters:
 - 1. Document Type
 - 2. List of document keywords
 - 3. File extension or mime type of the returned document's file type
 - 4. Byte array containing document file
 - ii. The input request can be passed as a .NET class from a calling application or as a JSON string from an HTTP client.
 - iii. The method will return a result object containing the following values:
 - 1. Document ID (will be null if an error occurs)
 - 2. Error message string (will be null if errors do not occur)
 - iv. The result object can be returned as a .NET class if called from an application or as a JSON string if called from an HTTP client
- II. WSDL and Proxy Class
 - a. Using the WSDL from the web service developed in item I, the developer will produce a proxy class for use in .NET application calls to the web service.
 - b. This proxy class will be delivered in either VB.NET or C# as determined by the Scott County developer.
- III. Sample Client Application
 - a. A simple example project will be created using the proxy class described in item II.
 - b. This client application will call each of the methods in the web service described in item I.
 - c. The sample client will be delivered in either VB.NET or C# as determined by the Customer's developer.
- IV. Developer Training

If needed, the Vendor's developer will work with the Customer's development staff to ensure that they understand and are able to implement the code provided in the sample client into their in-house Juvenile Detention application.



Attachment E - Statement of Work

SCOTT COUNTY

IMAGEWARE DOCUMENT MIGRATION

03/28/2016

Prepared by: Gabriel Russo
DataBank IMX
www.databankimx.com

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Version Control

Document Attributes

| | |
|----------------------------|--|
| Document Name | Statement of Work: Scott County ImageWare Document Migration |
| Document Identifier | Scott County – ImageWare Document Migration |

Revision History

| Version Number | Date | Responsibility (Author) | Description |
|-----------------------|-------------|--------------------------------|---------------------------------|
| 1.0 | 03/09/2016 | Gabriel Russo | Initial draft |
| 2.0 | 03/28/2016 | Lee Meyerdirk | Changes based on client request |
| | | | |
| | | | |
| | | | |

Introduction/Overview

Scott County (hereinafter “Customer”) is in need of the migration of documents and metadata into OnBase from the ECM application Canon ImageWare (hereinafter “Legacy System”). This Statement of Work (the “Scott County – ImageWare Document Migration”), between Customer and DataBank IMX, LLC (hereinafter “Vendor” or “DataBank”) is for Vendor to provide data conversion services including “Database Engineer” resources and the implementation of a conversion solution to perform the data extraction of document files and metadata from Legacy Application, the creation of OnBase import files, the processing of OnBase import files and the reconciliation between imported OnBase documents and Legacy Application documents.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional services estimate for performing the customer requested conversion service. It will also serve to solicit approval from Customer to move ahead with the described activities upon receipt of a signed copy.

Scope of Services

The scope of this project is limited to planning, discovery, conversion solution development, validation of OnBase document types, keywords and DIP processes directly required to meet the needs of the conversion service, Proof of Concept testing, execution of production conversion, and validation of the converted documents. Other Installation and/or configuration of OnBase components will not be provided as part of this project. The deliverables associated with the conversion service are exclusively the converted documents processed into OnBase and the related forms of documentation that support the validation of the service performed.

The scope of this initiative will be limited to the following activities:

| Activity | Description |
|-----------------------------|---|
| Project Initiation/Planning | <ul style="list-style-type: none"> ▪ Internal project review and team assignment ▪ Schedule Kick-off meeting with customer ▪ Project Kick-off Meeting ▪ Project planning documentation <ul style="list-style-type: none"> ○ Project plan if applicable ○ Project schedule if applicable |
| Discovery & Solution Design | <ul style="list-style-type: none"> ○ Data & Environment Discovery <ul style="list-style-type: none"> ○ Conversion server review ○ Review business requirements ○ Review source system ○ Data conversion solution design and documentation ○ Creation of Functional Specification Document ○ Creation of Mapping Document ○ Submission of Functional Specification Document to Customer ○ Customer Sign – off on Functional Specification Document |

| Activity | Description |
|-------------------------------------|--|
| Data Conversion Development | <ul style="list-style-type: none"> ▪ Installation/configuration of conversion utilities and necessary OnBase Components ▪ Conversion development ▪ Selection of Legacy System Sample Documents ▪ Modifications to conversion per results of internal testing (if required) <ul style="list-style-type: none"> ○ Change order process if applicable |
| Sample Conversion | <ul style="list-style-type: none"> ▪ Sample conversion testing <ul style="list-style-type: none"> ○ Execute conversion against <= 10% of production data ○ Converted metadata validation against source database ○ Document visibility confirmation within storage location (if required) ▪ Vendor process validation ▪ Vendor validation of documents in OnBase ▪ Creation of Sample Report ▪ Submission of Sample Report to Customer |
| Customer Testing | <ul style="list-style-type: none"> ▪ Customer to perform independent validation of converted documents ▪ Customer to provide sign-off on document conversion solution |
| Primary Data Extraction | <ul style="list-style-type: none"> ▪ 2,121,613 documents 1 TB of File Data (+/- 10%) ▪ Creation of OnBase import files based on metadata and file paths ▪ Import processing of OnBase import files |
| Delta Data Extraction | <ul style="list-style-type: none"> ▪ If required, a delta extraction will be performed to convert new documents imported into Legacy Application after the start of the primary data extraction |
| Conversion Reconciliation Reporting | <ul style="list-style-type: none"> ▪ Accounting of 100% of source documents ▪ Reconcile documents extracted from source system against documents imported into OnBase ▪ Detailed report of documents that failed to convert due to processing exceptions ▪ Detailed report of documents excluded from conversion based on discovered business rules |
| Project Closing | <ul style="list-style-type: none"> ▪ Delivery of Final Reconciliation Report ▪ Formal Hand-off of Reconciliation Reporting ▪ Customer Sign-off of Reconciliation Reporting |
| Project Management | <ul style="list-style-type: none"> ▪ Assessment planning ▪ Resource planning ▪ Issue management ▪ Risk management ▪ Change management ▪ Status meeting / reports ▪ Manage budget |

The following items may or may not have been discussed but are considered **out of scope** for this project:

| Activity | Description |
|--|---|
| Implementation of OnBase or a 3 rd party replacement system | Activities related to the implementation of OnBase are addressed under a separate Statement of Work attached to the DataBank & Scott County Agreement. |
| Custom Interfaces | Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order. |
| Integrations | Application integrations with OnBase will require a change order. |
| Activities not listed | Activities not listed in the in scope statement will require a change order. |

Pricing Breakdown

Software requirements will be finalized as part of the final data conversion design and will be based on documented solution requirements. In the event there are changes to the original solution provided under this SOW, it will be reflected either in a revised SOW, or as an addendum. The purchase and lease of any needed OnBase modules and licenses that are not expressly listed in this statement of work will not be covered by the cost for this service and are not included with the total for this statement of work

Professional Services Fees – Fixed Bid

The services rendered under this SOW will be delivered on a fixed fee basis. Vendor shall invoice Customer in the month of delivery of the following project related milestones. Terms are NET 45 for all invoices. Travel and Expenses are outlined separately in the section below.

| Milestone | Deliverables | Total |
|---|--|--------------------|
| Delivery of Initial Project Timeline and Data Migration Specification Documentation | <ul style="list-style-type: none"> ▪ Internal project review and team assignment ▪ Schedule kick-off meeting with customer ▪ Project kick-off Meeting ▪ Project planning documentation ▪ Functional Specification Document ▪ Mapping Document ▪ Sample Set Document | \$19,380.00 |
| Delivery of Data Conversion Sample Report | <ul style="list-style-type: none"> ▪ Sample documents and metadata in OnBase ▪ Conversion Sample Metadata Report of the converted documents ▪ Sample sign-off document | \$38,760.00 |
| Delivery of Final Reconciliation Report | <ul style="list-style-type: none"> ▪ Delivery of the Final Reconciliation Report accounting for 100% of the documents in the Legacy System ▪ Exception report ▪ Exclusion report (if applicable) ▪ Reconciliation sign-off document | \$19,380.00 |
| | Services Total | \$77,520.00 |

Travel Expense Policy

It is expected that all of the work identified in the SOW will be conducted remotely. If onsite assistance is determined by the agreement of both the Customer and the Vendor, then the following terms will apply.

Travel time to and from the Customer site(s) will be billed back at ½ the standard \$ 185.00/hour service rate for all on-site work that is performed throughout the duration of the project.

NOTE: Travel charges do not include other recoverable expenses including: airfare, lodging, meals, car rental, parking, etc. which must be pre-approved by Customer in writing to be reimbursable. Such pre-approved travel charges and recoverable expenses may be charged for Customer’s last-minute cancellations of appointments. Customer agrees that if date changes are required, travel penalties or increases incurred by the Vendor will be reimbursed by the Customer; DataBank will cover its travel charges for changes it may require. Changes to the post-project initiation timeline will be managed via a change order process

Prerequisites

1. Purchase Orders in place for minimum Discovery Services
2. Signed Statement of Work

Compensation and Payment Schedule

Vendor will charge and bill services fees to Customer for the services provided under this SOW by means of milestone payments billed upon delivery of the milestone.

Change Order Authorization

In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order.

Intellectual Property

Intellectual property created, made, originated, purchased or licensed by DataBank IMX for performing the services described herein shall be the sole and exclusive property of DataBank IMX except as DataBank IMX may voluntarily choose to transfer such property, in full or in part. DataBank IMX will not provide specific demonstration, manuals or training which covers the creation or use of any intellectual property used to complete the services described herein. It is against the law to copy the technology except as specifically allowed by the technology license agreement, or without the expressed written consent of DataBank IMX. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Documentation created by DataBank IMX about the performed services described herein shall remain the property of DataBank IMX, but the customer shall be permitted to use any documentation or reporting for internal instructional, educational, and administrative purposes.

This Agreement shall survive the termination of this Agreement until the intellectual property no longer qualifies as a trade secret or until DataBank IMX sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

Project Assumptions

After the purchase order has been received, the vendor will follow a standardized set of procedural, deployment, and project management business processes. These defined project processes and assumptions will expose the Customer to the Vendor's proven methods to a successful service execution. These processes will also help define specific Vendor/Customer responsibilities in order to minimize project confusion as defined below:

Required Documentation

1. An approval to bill (purchase order, contract, existing block time, master service agreement, etc.) is received by Vendor prior to scheduling development and deployment.
2. Any desired data mapping such as renaming document classifications, padding index values, or translating data types must be provided by customer and agreed to by vendor.
3. Explicit data extraction formatting must be provided by customer for all documents, and their related index metadata.
4. A signed functional specification document is received by Vendor prior to scheduling development and deployment.

Data migration Process Assumptions

1. Data extraction services will be performed as a remote service. Any requests for on-site portions of this project will require a change order that will cover additional costs needed for travel time and expenses as described in the Travel Expense Policy section of this document.
2. Remote access will be provided by customer in the form of direct access for Vendor to connect to customer's system. Example: VPN access. The use of web meeting software is not an acceptable form of direct access to the customer's system.
3. **Image files require decryption. Vendor will leverage the Legacy Application cabinet export feature to decrypt the document files. It is the responsibility of Customer to ensure that Legacy Application client tools and software are available and functioning for Vendor's use during the complete project life cycle. Any documents that cannot be exported and decrypted correctly through the Legacy Application will not be imported into OnBase and will be listed as processing exceptions in the final reporting deliverables.**
4. **If missing and/or encrypted documents are not able to be exported from the legacy system, a change order with corresponding fees will be required to support the discovery, development and implementation of a solution to decrypt images outside of the legacy system's functionality.**
5. **If Customer is unable to provide access to the Legacy Application's cabinet export feature, then Vendor will require a new Statement of Work or change order following additional discovery effort focused on determining the level of effort and feasibility of creating a custom method of decrypting the Legacy Application proprietary document files (.img).**
6. Temporary storage must be provided to Vendor to hold the decrypted document files during the life of the migration project. Vendor will work with Customer to estimate adequate staging size.
7. The SOW is based on the volumes as stated above. Upon completion of the discovery if the volume changes more than 10%, the SOW may be revised.
8. The services described and covered in this SOW are strictly for the extraction of document data from one system. Recreation, duplication, and conversion of source system functionality will require a revised SOW.
9. A backup copy of the database may be required for this data conversion.
10. Direct access to the OnBase Disk Groups (document file share) will be required for this extraction service.
11. All files will be exported in native format. File format conversions will require a revised SOW.
12. Upon completion of discovery an updated SOW may be required.
13. This service does not include the extraction of any COLD data. Extraction of COLD data will require a revised SOW.
14. Annotations, versions, revisions, document history and redactions will not be extracted as part of this service.
15. The legacy system document id number will be included as extracted meta-data for the documents. This is required for performing validation of the extraction process.
16. Temporary access to processing workstation(s) which include access to a current SQL Server database platform version will be provided by the customer for the duration of the conversion process. A proprietary database will be used to store, translate and track data flowing through the conversion process. SQL Server version 2012 developer edition or newer is required in order for the conversion solution to function.
17. Data extraction will be performed in a single phase with one delta process over the duration of approximately 3 months.

Pre-Deployment of Conversion Process

1. A project kick-off meeting has been held with all applicable project members prior to commencement of implementation activities.
2. All applicable System Servers are installed, tested, and properly working prior to deployment.
3. All applicable Operating Software are installed, tested, and working properly prior to deployment.
4. All applicable OnBase Software is made available for use during the data conversion.
5. A network account with full local administrative rights to the servers required to perform data extraction will be made available to the Vendor for the duration of the project.
6. Customer will provide project staff with access to all information relevant to this project at the beginning of the project.
7. An up-to-date test environment that closely resembles the production environment is in place prior to development of extraction logic. If the customer chooses not to establish a test environment, they understand that the system extraction logic will be built and tested against their production environment.

Deployment of Conversion Process and Services

1. Remote access is established and made available to Vendor during the deployment process.
2. Vendor will deploy the solution as agreed upon in the formal Functional Specification document.
3. Vendor will deploy the solution in the customer test environment, unless agreed upon by both parties prior to deployment to perform the sample conversion in the production OnBase database.
4. Vendor will test the system to assure that it performs within the project requirements prior to execution of production conversion.
5. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
6. Customer will validate the extracted data from the sample conversion testing as defined within the Functional Specification Document. Vendor will provide formal testing support as defined in the Functional Specification Document.
7. Customer will document all issues/change requests as part of the testing process.
8. Vendor will execute the data conversion against production once it is accepted by the customer as functioning per the Functional Specification Document and any negotiated Change Orders.
9. Vendor will provide up to 8 hours of support available for 90 days from the completion of the data conversion process and users are actively using the data in production. This support will be via remote access unless other requirements are agreed upon by both parties prior to acceptance of the Functional Specification Document. Additional Go-Live requirements are subject to applicable Project Management fees.
10. Vendor assumes Customer is current on software maintenance, thus being eligible to receive the upgrade software per the OnBase maintenance agreement. If Customer is not current on software maintenance, they must work with their DataBank account manager to resolve.
11. Vendor assumes no liability or responsibility for any changes made in the production environment that are not made by DataBank employees.
12. Customer has up to 90 days from the completion of the data extraction to "Accept" the extracted data. In the absence of written notice of non-acceptance, documented exceptions, or a signed Work Acceptance document, the solution will be deemed accepted 90 days subsequent to completion of the data conversion. Any issues not identified within 90 days will be treated as Support Issues and fall under the Vendor Hardware/Software Maintenance agreement terms and conditions.
13. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes

that the Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.

Project Management

1. Vendor will assign the appropriate resources in order to meet all milestones/requirements as defined within the Functional Specification Document.
2. Customer will assign applicable resources in order to meet all milestones/requirements as defined in the Functional Specification Document.
3. Vendor will manage/schedule its own resources as part of the conversion process.
4. Customer will manage/schedule its own resources as part of the conversion process.
5. Vendor will attend up to 1 Project Status meeting per week during the engagement. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Functional Specification Document. Additional Project Status requirements are subject to applicable Project Management fees.
6. Formal Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase Orders will be required for all mutually agreed upon billable changes.
7. Any Change Orders that are agreed upon during the production extraction phase can affect the project schedule. The Project Schedule will be updated and approved by the customer as part of the Change Order Process.
8. Vendor will update the Project Schedule throughout the project duration as necessary adjustments are identified and agreed upon by both parties.

Binding Affects and Agreements

This SOW shall be binding upon and shall insure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Acceptance of SOW

This SOW represents Vendor's offer to perform the service on the terms set forth herein; and this SOW shall be effective only upon Customer and Vendor signing and delivering this SOW to Vendor within 180 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX

Company Name

Customer Name

By (Signature)

By (Signature)

Printed Name and Title

Printed Name and Title

Dated

Dated

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

April 7, 2016

APPROVING ECM PROJECT

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

Section 1. A master agreement, end user license agreement, OnBase license quote, statements of work with DataBank IMX for the implementation of an ECM solution in the amount \$330,020 and for the IT Director to sign approved documents on behalf of the Board of Supervisors is hereby approved.

Section 2. 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: April 5, 2016
TO: Board of Supervisors
FROM: Dee F. Bruemmer, County Administrator
RE: Discussion of the sale of Pine Knoll at 2504 Telegraph Road

The Pine Knoll property at 2504 Telegraph Road has been leased to Vera French since 1987. The facility is used as a residential care facility for people with mental illness. Scott County residents represent about 99% of the total population in the programs. The County retains ownership of the buildings and property.

Capital maintenance for Pine Knoll is the responsibility of the County. FSS has a budget of approximately \$23,000 each year for minor repair and improvements. The buildings have not undergone major renovation for decades. The County Financial Statement only reflects a bathroom remodel several years ago as an asset value. The land was reviewed by the City Assessor in February 2016 and they estimated a market rate of \$550,000.

In October of 2014 the County worked with Estes Construction to do an assessment of the buildings in order to determine the cost to bring the buildings up to life safety standards and do work on the major systems to keep the building operating for its current purpose. The Life Safety work totaled \$1,302,800. The interior and exterior repairs added another \$803,200. This work did not include upgrades to rooms or common areas that need to be addressed. Those improvements have not been included in the County's capital program.

Through negotiations with Vera French, the County can sell the Pine Knoll Facility to Vera French for \$1.00 and give them a \$50,000 grant for building maintenance until they can relocate. Selling the property now relieves the County of the risk that one or more of the major systems in the facility will fail and require the County to replace it prior to the programs leaving. Over the last several years the County has spent more dollars than budgeted due to aging and failing systems. Also Vera French will be able to use the asset as possible offset to the costs of purchasing or building smaller facilities.

On March 24, 2016 a public hearing was held regarding the sale. Only the Vera French Director spoke. No correspondence was received from any other interested party.

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

April 7, 2016

APPROVING the sale of Pine Knoll at 2504 Telegraph Road to
Vera French Mental Health Center

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

Section 1. That Scott County Board of Supervisors approves the sale of 2504 Telegraph Road for \$1.00 to Vera French Mental Health Center.

Section 2. That in addition to the sale Scott County grants \$50,000 for the future maintenance of the facility. That grant will be paid following the closing for the property.

Section 3. Therefore, The Scott County Board of Supervisors authorizes the County Administrator to sign the necessary documents for the sale on their behalf.

Section 4. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR
600 West Fourth Street
Davenport, Iowa 52801-1187

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



March 29, 2016

TO: Dee F. Bruemmer, County Administrator
FROM: Renee Johnson, Administrative Assistant
SUBJ: Approval of 2016 Slough Bill Exemptions

Enclosed are the 2016 Slough Bill Exemptions as submitted to the Board for their approval. The Soil Conservation District has certified that these exemptions have been reviewed and meet the legal requirements.

The attached listing also shows that the requested acres fall within the maximum allowable acreage as set forth by the Board of Supervisors. Since the passage of the Slough Bill in 1990, the following acres and assessed valuations have been approved for exemption:

| <u>Year</u> | <u>Acres</u> | <u>Exempt Val</u> |
|------------------|--------------|-------------------|
| 2001 | 817.16 | 418,973 |
| 2002 | 827.16 | 392,149 |
| 2003 | 824.14 | 321,363 |
| 2004 | 842.18 | 343,770 |
| 2005 | 882.88 | 380,996 |
| 2006 | 875.20 | 372,676 |
| 2007 | 917.07 | 464,855 |
| 2008 | 1,081.89 | 482,739 |
| 2009 | 1,130.39 | 633,815 |
| 2010 | 1,130.46 | 676,537 |
| 2011 | 1,115.34 | 920,720 |
| 2012 | 1,159.76 | 1,133,920 |
| 2013 | 1,213.73 | 1,272,453 |
| 2014 | 1,352.62 | 1,269,400 |
| 2015 | 1,508.49 | 2,213,310 |
| 2016 (requested) | 1,441.34 | 2,131,080 |

There are exemption requests that are under the jurisdiction of Davenport, Bettendorf and Princeton. Before the Board may approve these exemptions each City Council would first have to approve the exemption request. The City of Buffalo has denied the application for Buffalo Outing Club. Letters have recently been sent to the other cities requesting them to respond back to the County once they have acted upon the exemption requests.

cc: Tom McManus, County Assessor
Nick VanCamp, City Assessor

OFFICE OF THE COUNTY ASSESSOR

600 West 4th Street
Davenport, Iowa 52801-1030



Office: (563) 326-8635
Fax: (563) 328-3218
www.scottcountyiowa.com

TOM R. McMANUS
Assessor

LEW R. ZABEL
Chief Deputy

March 28, 2016

To: Dee F. Bruemmer, Scott County Administrator

From: Tom R. McManus

RE: 2016 Slough Bill Applications

Enclosed is a list of 2016 Slough Bill Tax Exemption applicants received from Scott County Soil & Water Conservation District for the Board of Supervisors approval. The City of Buffalo has denied the application for the Buffalo Outing Club. The City of Bettendorf and the City of Princeton have not approved the applications in their jurisdictions to date. The totals of acres recommended for approval are 1,441.34 with a total land value of \$2,131,080. The City of Davenport applications have been forwarded to the City of Davenport Assessor's Office.

If you need any more information please contact myself or Beth Haney, ext 8636.

Thank you,

Tom R McManus
Scott County Assessor

Scott County Soil & Water Conservation District

8370 Hillendale Road, Davenport, IA 52806
(563) 391-1403 Fax (563) 388-0682

Chad Dexter Jane Weber Kim Strunk Kathy Henningsen Don Swanson

February 16, 2016

RECEIVED

FEB 18 2016

Scott County Assessor
 600 W. 4th Street
 Davenport, IA 52801

SCOTT COUNTY ASSESSOR

Enclosed are the applications for tax exemption under the Slough Bill. The SWCD Commissioners have recognized these applications as meeting the criteria for the type of exemption stated.

Slough Bill Applications

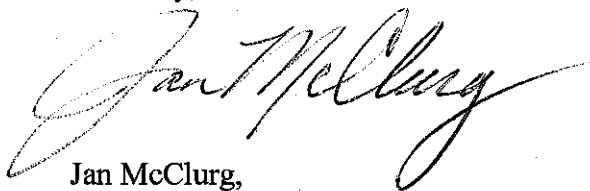
| | | | | |
|-------|----------------------------|--------------------------------|---------------------|--|
| | John Arter | Open Prairie | 137.0 acres ✓ | |
| | | Forest Cover | 113.0 acres ✓ | |
| | Mary Elizabeth Arter | Open Prairie | 71.9 acres ✓ | |
| | Mary Elizabeth Arter | Open Prairie | 20.0 acres ✓ | |
| DAV. | David Bierl | Open Prairie | 2.3 acre DAV. | |
| | | Forest Cover | 6.153 acres DAV. | |
| | Buffalo Outing Club | Recreational Lake/Forest Cover | 30 acres ✓ | |
| | Burke Living Trust ✓ | Forest Cover | 4.1 acres ✓ | |
| | Debra or Andrew Butler X | Open Prairie | 2.2 acres ✓ | |
| | | Forest Cover | 2.81 5.2 acres ✓ | |
| DAV. | John Carrillo | Open Prairie | 6.6 acres DAV. | |
| | Lori or Joe Cawiezell ✓ | Open Prairie | 2.0 acres ✓ | |
| | Andrew Claeys ✓ | Forest Cover | 21.9 acres ✓ | |
| | Paul Claeys ✓ | Open Prairie | 8.3 acres ✓ | |
| | J.C. Davis, Jr. ✓ | Forest Cover | 17.45 18.0 acres ✓ | |
| | Muriel Hamilton DeCap ✓ | Forest Cover | 17.0 acres ✓ | |
| | Douglas & Susan Edwards ✓ | Forest Cover | 7.8 acres ✓ | |
| | Eugene Johnson Trust ✓ | Open Prairie | 13.74 14.74 acres ✓ | |
| DAV. | Genesis Systems Group | Open Prairie | 7.0 acres DAV. | |
| | Thomas Haase ✓ | Open Prairie | 5.6 acres ✓ | |
| | Marianne Hamilton ✓ | Forest Cover | 18.1 acres ✓ | |
| | John Hammill ✓ | Forest Cover | 3.0 acres ✓ | |
| | ✓ Jon Hilmann ✓ | Forest Cover | 15.0 acres ✓ | |
| | JO-DA, LLC ✓ | Open Prairie | 36.3 acres ✓ | |
| | | River & Stream Banks | 34.5 acres ✓ | |
| | Carol Klemme ✓ | Forest Cover | 3.0 acres ✓ | |
| | Richard or Tracey Kuehl ✓ | Open Prairie | 14.6 acres ✓ | |
| DAV. | Robert or Elaine Kuehl | Open Prairie | 3.0 acres DAV. | |
| BETT. | George & Marilyn Leonard ✓ | Open Prairie | 5.7 acres ✓ | |
| | | Forest Cover | 0.8 acres ✓ | |

HAD IN '15

| | | | |
|------|---|--------------|---|
| | Marguerite Johnson RevTrust ✓ | Open Prairie | 4.6 acres ✓ |
| | | Forest Cover | 1.4 acres ✓ |
| | Chad Miller ✓ | Forest Cover | 4.9 acres ✓ |
| | Brad Moeller ✓ | Open Prairie | 50.0 acres ✓ |
| | | Forest Cover | 16.64 acres ✓ |
| | Jane Morrell ✓ | Forest Cover | 16.6 acres ✓ |
| | | Open Prairie | 5.6 acres ✓ |
| DAV. | <u>Shirley Perry</u> | Open Prairie | 5.0 acres DAV. |
| | Raymond Kraklio Trust ✓ | Forest Cover | 2.7 acres ✓ |
| DAV. | <u>Brian Ritter</u> | Forest Cover | 3.8 acres DAV. |
| | James or Vicki Ryan ✓ | Forest Cover | 6.0 acres ✓ |
| | Camille Schoerberl ✓ | Forest Cover | 2.0 acres ✓ |
| | Tony Singh AKA PRAIRIE DALES ✓ | Open Prairie | 6.6 acres ✓ |
| | Joe or Pam Slater ✓ | Open Prairie | 2.0 acres ✓ |
| | Kim Strunk ✓ | Open Prairie | 7 5.0 acres ✓ |
| | | Forest Cover | 4 2.0 acres ✓ |
| | Matt Tobin ✓ | Forest Cover | 125.0 acres ✓ |
| | Urush Living Trust ✓ | Forest Cover | 6.8 acres ✓ |
| | ✓ Doug E Vickstrom Rev Trust | Open Prairir | 655.0 acres ✓ |
| DAV. | <u>Lillian Voss</u> | Forest Cover | 56.0 acres DAV. |
| | Connie Youngers ✓ | Open Prairie | 6.19 6.4 acres ✓ |
| | <u>Change in acres</u> | | |
| | ✓ William Martin Jr ✓ | Forest Cover | 4.2 acres (sold 5.0 acres) NEW |
| | <u>New Slough Bill Applications:</u> | | |
| | ✓ Michelle Houlahan ✓ | Forest Cover | 6.8 acres |
| | ✓ Ben Taylor ✓ | Forest Cover | X 3.4 acres (also applied for Forest Reserve) 46.0 ↑ |

Please contact me if you have any questions.

Sincerely,



Jan McClurg,
State Secretary - IDALS - Division of Soil Conservation
Scott County Soil & Water Conservation District

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

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

April 7, 2016

APPROVING THE 2016 SLOUGH BILL EXEMPTION REQUESTS

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

Section 1. The 2016 Slough Bill exemptions as presented to the Board of Supervisors by the Soil

Conservation District and the County Assessor's office are hereby approved as follows:

| Deed Holder | Parcel # | Type | Exempt Acres | Exempt Value |
|-------------------------------------|------------|---------------------------|--------------|--------------|
| ARTER JOHN D | 021419005 | FOREST COVERS AG | 2.40 | 2,330.00 |
| ARTER JOHN D | 021421004 | OPEN PRAIRIES AG | 4.60 | 3,680.00 |
| ARTER JOHN D | 021433004 | OPEN PRAIRIES AG | 16.95 | 22,930.00 |
| ARTER JOHN D | 021435002 | OPEN PRAIRIES AG | 38.50 | 50,520.00 |
| ARTER JOHN D | 021437002 | OPEN PRAIRIES AG | 11.40 | 11,860.00 |
| ARTER JOHN D | 021449001 | OPEN PRAIRIES AG | 23.90 | 28,980.00 |
| ARTER JOHN D | 021451001 | OPEN PRAIRIES AG | 33.30 | 32,670.00 |
| ARTER JOHN D | 021453001 | OPEN PRAIRIES AG | 5.00 | 4,850.00 |
| ARTER JOHN D | 021555002 | OPEN PRAIRIES AG | 12.25 | 12,690.00 |
| ARTER JOHN D | 022321002 | OPEN PRAIRIES AG | 42.21 | 54,740.00 |
| ARTER MARY ELIZABETH | 021633002 | OPEN PRAIRIES AG | 24.87 | 26,420.00 |
| ARTER MARY ELIZABETH | 021649004 | OPEN PRAIRIES AG | 34.92 | 44,300.00 |
| ARTER MARY ELIZABETH | 022101002 | OPEN PRAIRIES AG | 12.11 | 14,340.00 |
| ARTER MARY ELIZABETH | 022103001 | OPEN PRAIRIES AG | 20.00 | 24,780.00 |
| BURKE LIVING TRUST | 033405008 | FOREST COVERS RESIDENTIAL | 4.10 | 19,520.00 |
| BUTLER DEBRA ANN | 8506555041 | FOREST COVERS RESIDENTIAL | 2.81 | 42,150.00 |
| BUTLER DEBRA ANN | 8506555041 | OPEN PRAIRIES RESIDENTIAL | 2.20 | 33,000.00 |
| CAROL A KLEMME REVOCABLE TRUST | 042749005 | FOREST COVERS AG | 3.00 | 3,620.00 |
| CAWIEZELL JOSEPH M | 930201008 | OPEN PRAIRIES RESIDENTIAL | 2.00 | 10,000.00 |
| CLAEYS ANDREW | 040517001 | FOREST COVERS AG | 7.80 | 3,780.00 |
| CLAEYS ANDREW | 040637001 | FOREST COVERS AG | 10.50 | 1,530.00 |
| CLAEYS ANDREW | 040653004 | FOREST COVERS AG | 3.60 | 990.00 |
| CLAEYS PAUL D | 041035001 | OPEN PRAIRIES AG | 8.30 | 11,160.00 |
| DAVIS J C JR | 9216071022 | FOREST COVERS RESIDENTIAL | 17.45 | 27,780.00 |
| DECAP MURIEL L | 950801003 | FOREST COVERS AG | 9.50 | 10,120.00 |
| DECAP MURIEL L | 950817002 | FOREST COVERS AG | 7.50 | 4,340.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040217001 | OPEN PRAIRIES AG | 10.96 | 13,250.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040233001 | OPEN PRAIRIES AG | 26.06 | 20,620.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040249001 | OPEN PRAIRIES AG | 52.02 | 51,190.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040303002 | OPEN PRAIRIES AG | 7.75 | 5,160.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040303003 | OPEN PRAIRIES AG | 8.20 | 5,120.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040305003 | OPEN PRAIRIES AG | 34.81 | 47,030.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040305004 | OPEN PRAIRIES AG | 3.59 | 540.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040307003 | OPEN PRAIRIES AG | 2.40 | 3,530.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040307005 | OPEN PRAIRIES AG | 3.62 | 1,050.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040307006 | OPEN PRAIRIES AG | 9.30 | 10,310.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040317003 | OPEN PRAIRIES AG | 20.00 | 16,600.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040319003 | OPEN PRAIRIES AG | 31.40 | 41,810.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040321002 | OPEN PRAIRIES AG | 2.10 | 3,090.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040321003 | OPEN PRAIRIES AG | 37.90 | 53,360.00 |

| Deed Holder | Parcel # | Type | Exempt Acres | Exempt Value |
|-------------------------------------|--------------|---------------------------|--------------|--------------|
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040323002 | OPEN PRAIRIES AG | 16.30 | 22,460.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040323003 | OPEN PRAIRIES AG | 23.70 | 33,080.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040333008 | OPEN PRAIRIES AG | 24.18 | 29,200.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040333010 | OPEN PRAIRIES AG | 1.65 | 1,690.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040333011 | OPEN PRAIRIES AG | 5.15 | 5,520.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040335002 | OPEN PRAIRIES AG | 16.30 | 19,730.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040335003 | OPEN PRAIRIES AG | 23.70 | 30,610.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040337002 | OPEN PRAIRIES AG | 14.30 | 20,560.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040337003 | OPEN PRAIRIES AG | 25.70 | 37,570.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040339002 | OPEN PRAIRIES AG | 37.30 | 42,600.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040339003 | OPEN PRAIRIES AG | 2.70 | 3,990.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040349001 | OPEN PRAIRIES AG | 40.00 | 48,310.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040351002 | OPEN PRAIRIES AG | 15.20 | 18,360.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040351003 | OPEN PRAIRIES AG | 24.80 | 32,130.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040353002 | OPEN PRAIRIES AG | 9.80 | 13,870.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040353003 | OPEN PRAIRIES AG | 30.20 | 42,100.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040355001 | OPEN PRAIRIES AG | 40.00 | 51,780.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040439003 | OPEN PRAIRIES AG | 24.60 | 31,390.00 |
| DOUGLAS E VICKSTROM REVOCABLE TRUST | 040455005 | OPEN PRAIRIES AG | 34.95 | 44,050.00 |
| EDWARDS DOUGLAS L | 030901102 | FOREST COVERS RESIDENTIAL | 7.80 | 25,500.00 |
| EUGENE L JOHNSON FAMILY TRUST | 952333101 | OPEN PRAIRIES RESIDENTIAL | 11.98 | 47,920.00 |
| EUGENE L JOHNSON FAMILY TRUST | 952335304 | OPEN PRAIRIES RESIDENTIAL | 1.76 | 7,650.00 |
| HAASE LIVING TRUST | 051951002 | OPEN PRAIRIES RESIDENTIAL | 3.74 | 14,000.00 |
| HAASE THOMAS P | 051951004 | OPEN PRAIRIES RESIDENTIAL | 1.86 | 28,600.00 |
| HAMILTON MARIANNE | 720249003 | FOREST COVERS AG | 18.10 | 9,990.00 |
| HAMMILL JOHN L JR | 952617406--4 | FOREST COVERS RESIDENTIAL | 2.80 | 56,000.00 |
| HAMMILL JOHN L JR | 952617406--4 | OPEN PRAIRIES RESIDENTIAL | 0.20 | 1,000.00 |
| HILLMANN JON P | 032619002 | FOREST COVERS AG | 15.00 | 21,230.00 |
| HOULAHAN MICHELLE | 951103003AD | FOREST COVERS AG | 6.80 | 4,150.00 |
| JO-DA LLC | 030705001 | RIVER & STREAM BANK AG | 4.00 | 4,250.00 |
| JO-DA LLC | 030705001 | OPEN PRAIRIES AG | 30.00 | 33,910.00 |
| JO-DA LLC | 030707001 | RIVER & STREAM BANK AG | 2.00 | 2,340.00 |
| JO-DA LLC | 030707001 | OPEN PRAIRIES AG | 4.30 | 5,680.00 |
| JO-DA LLC | 030707002 | RIVER & STREAM BANK AG | 22.00 | 16,600.00 |
| JO-DA LLC | 030721001 | RIVER & STREAM BANK AG | 6.00 | 4,010.00 |
| JO-DA LLC | 030721001 | OPEN PRAIRIES AG | 2.00 | 830.00 |
| JO-DA LLC | 030723002 | RIVER & STREAM BANK AG | 0.50 | 680.00 |
| KUEHL RICHARD H | 942401002 | OPEN PRAIRIES AG | 14.60 | 16,720.00 |
| LEONARD MARILYN C | 943607101 | FOREST COVERS RESIDENTIAL | 0.80 | 1,500.00 |
| LEONARD MARILYN C | 943607101 | OPEN PRAIRIES RESIDENTIAL | 3.75 | 67,500.00 |
| LEONARD MARILYN C | 943607102 | OPEN PRAIRIES RESIDENTIAL | 1.95 | 19,500.00 |
| MARGUERITE A JOHNSON 2004 TRUST | 952349201 | FOREST COVERS RESIDENTIAL | 1.40 | 5,600.00 |
| MARGUERITE A JOHNSON 2004 TRUST | 952349201 | OPEN PRAIRIES RESIDENTIAL | 4.60 | 18,400.00 |
| MARTIN FAMILY REVOCABLE TRUST | 952231042 | FOREST COVERS RESIDENTIAL | 4.20 | 28,670.00 |
| MILLER CHAD A | 8414172032 | FOREST COVERS RESIDENTIAL | 4.90 | 27,900.00 |
| MOELLER BRADLEY D | 022105003 | FOREST COVERS AG | 9.48 | 10,230.00 |
| MOELLER BRADLEY D | 022105003 | OPEN PRAIRIES AG | 17.60 | 23,560.00 |
| MOELLER BRADLEY D | 022107001 | FOREST COVERS AG | 7.00 | 8,880.00 |
| MOELLER BRADLEY D | 022107001 | OPEN PRAIRIES AG | 32.40 | 39,920.00 |
| MORRELL JANE E | 021137001 | OPEN PRAIRIES RESIDENTIAL | 2.00 | 3,000.00 |
| MORRELL JANE E | 021153006 | OPEN PRAIRIES RESIDENTIAL | 3.32 | 18,750.00 |
| PRAIRIE OAKS LLC | 9516491041 | OPEN PRAIRIES RESIDENTIAL | 6.60 | 6,000.00 |
| RAYMOND E KRAKLIO RESIDUARY TR | 022223001 | FOREST COVERS AG | 0.70 | 180.00 |
| RAYMOND E KRAKLIO RESIDUARY TR | 022239001 | FOREST COVERS AG | 2.00 | 480.00 |
| RYAN JAMES L | 021551001 | FOREST COVERS RESIDENTIAL | 5.00 | 15,000.00 |
| SCHOEBERL CAMILLE | 053437101 | FOREST COVERS RESIDENTIAL | 1.10 | 4,000.00 |
| SCHOEBERL CAMILLE A | 053435108 | FOREST COVERS RESIDENTIAL | 0.90 | 28,350.00 |
| SLATER JOSEPH L | 031301002 | OPEN PRAIRIES AG | 0.50 | 510.00 |
| SLATER JOSEPH L | 031317004 | OPEN PRAIRIES AG | 1.50 | 1,680.00 |
| STRUNK KIM M | 910339004 | FOREST COVERS AG | 2.00 | 2,840.00 |
| STRUNK KIM M | 910339004 | OPEN PRAIRIES AG | 5.00 | 7,410.00 |
| STRUNK KIM MARTIN | 910339005 | FOREST COVERS AG | 2.00 | 4,150.00 |

| Deed Holder | Parcel # | Type | Exempt Acres | Exempt Value |
|----------------------|-----------------|---------------------------|---------------------|---------------------|
| STRUNK KIM MARTIN | 910339005 | OPEN PRAIRIES AG | 2.00 | 3,060.00 |
| TAYLOR BENJAMIN JOHN | 850705002 | FOREST COVERS AG | 3.40 | 2,220.00 |
| TOBIN LIVING TRUST | 033303001 | FOREST COVERS AG | 0.50 | 730.00 |
| TOBIN LIVING TRUST | 033305001 | FOREST COVERS AG | 14.50 | 19,690.00 |
| TOBIN LIVING TRUST | 033307001 | FOREST COVERS AG | 24.50 | 24,770.00 |
| TOBIN LIVING TRUST | 033319001 | FOREST COVERS AG | 8.20 | 7,610.00 |
| TOBIN LIVING TRUST | 033321001 | FOREST COVERS AG | 28.10 | 22,660.00 |
| TOBIN LIVING TRUST | 033323001 | FOREST COVERS AG | 39.20 | 43,820.00 |
| TOBIN LIVING TRUST | 033401002 | FOREST COVERS AG | 1.00 | 220.00 |
| TOBIN LIVING TRUST | 033417001 | FOREST COVERS AG | 9.00 | 5,820.00 |
| URUSH LIVING TRUST | 952755006 | FOREST COVERS RESIDENTIAL | 6.80 | 26,670.00 |
| YOUNGERS CONNIE R | 042749004 | OPEN PRAIRIES RESIDENTIAL | 6.19 | 24,000.00 |
| Total | | | 1,441.34 | 2,131,080 |

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

April 7, 2016

APPROVAL OF REQUEST OF STEVEN VANDEWALLE
TO CORRECT A SCRIVINER'S ERROR IN RESOLUTION FROM DECEMBER 4, 2014

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

- Section 1. That the Family Farm Tax Credit Resolution dated December 4, 2014 denies an application from Steven Vandewalle because properties had been sold to another owner. The correct name should be Roger Vandewalle.
- Section 2. This resolution shall take effect immediately.

ORDINANCE NO.____

AN ORDINANCE AMENDING CHAPTER 3 APPOINTED OFFICERS AND DEPARTMENTS OF THE SCOTT COUNTY IOWA CODE, BY AMENDING NUMEROUS SECTIONS THERETO

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

Section 1. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SECTIONS:

- 3-1. OFFICE OF THE ADMINISTRATOR
- 3-2. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE COUNTY ADMINISTRATOR
- 3-3. DEPARTMENT OF INFORMATION TECHNOLOGY
- 3-4. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF INFORMATION TECHNOLOGY
- 3-5. DEPARTMENT OF FACILITIES AND SUPPORT SERVICES
- 3-6. AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE DIRECTOR OF FACILITIES AND SUPPORT SERVICES
- 3-7. DEPARTMENT OF COMMUNITY SERVICES
- 3-8. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF COMMUNITY SERVICES
- 3-9. DEPARTMENT OF HUMAN RESOURCES
- 3-10. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE HUMAN RESOURCES DIRECTOR
- 3-11. DEPARTMENT OF PLANNING AND DEVELOPMENT
- 3-12. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF PLANNING AND DEVELOPMENT
- (NEW) 3-13 DEPARTMENT OF BUDGET AND ADMINISTRATIVE SERVICES
- (NEW) 3-14 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF BUDGET AND ADMINISTRATIVE SERVICES
- (NEW) 3-15 JUVENILE DETENTION CENTER
- (NEW) 3-16 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE JUVENILE DETENTION CENTER DIRECTOR

NOTE: COUNTY ENGINEER - SEE CODE OF IOWA SECTION 309.16 THROUGH 309.21

Section 2. That Section 3-2 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-2 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE COUNTY ADMINISTRATOR

- A. The County Administrator serves as the principal advisor to the Board of Supervisors in all matters relating to the overall management of county government operations.
- B. The County Administrator shall have direct administrative authority over all operating departments within the scope of responsibility of the Board of Supervisors.
- C. The County Administrator shall prescribe the accepted standards of administrative practice for all operating departments within the scope of responsibility of the Board of Supervisors.
- D. The County Administrator shall execute and enforce all resolutions and orders of the Board of Supervisors and see that all laws required to be enforced through the Board of Supervisors or by operating departments subject to its control are faithfully executed.
- E. The County Administrator is authorized by the Board of Supervisors to take any reasonable ministerial action necessary in carrying out the responsibilities assigned to him, and to act at his discretion, upon matters not covered by Board policy or strictly prohibited by the Code of Iowa or this code. Such action will be reported to the Board of Supervisors as soon as practicable thereafter.
- F. The County Administrator may delegate to appropriate department heads or professional staff members the authority to discharge certain duties and responsibilities vested in him by the Board of Supervisors. However, the delegation of such authority does not relieve the County Administrator of ultimate accountability and responsibility.
- G. The County Administrator shall be responsible for the preparation, review and submission (in conjunction with the County Auditor as provided by the Code of Iowa) of a proposed annual operating budget plan for consideration by the Board of Supervisors. As such, a copy of the budget requests of all operating departments, including those under the direction of other elected county officials, and appointed boards, commissions, or other agencies receiving County funding, shall be submitted to the County Administrator in accordance with an annual budget planning calendar and in compliance with such dates and dead-lines as identified in the Code of Iowa. All departmental budget requests shall be in the format and contain such content as prescribed by the County Administrator.

H. The County Administrator shall be responsible for the development of all proposed capital program plans and the financing thereof, for consideration by the Board of Supervisors. He shall further be responsible for the execution of, and status reporting for all capital projects approved by the Board of Supervisors.

I. The County Administrator or his designee shall have access to the books and papers of all operating departments, for purposes of gathering appropriate data required in support of the execution of the official duties of the Administrator's Office or in compliance with specific directions of the Board of Supervisors.

J. The County Administrator is responsible for periodic reporting of the status of the certified or amended annual operating budget, as well as the status of all active funds. Such reporting shall be done in cooperation with the appropriate elected officials having statutory authority and/or responsibility.

K. The County Administrator is responsible for the review and recommendation of all County operating department personnel appointments and other personnel items to be brought before the Board of Supervisors for their consideration and action.

L. The County Administrator shall have the authority to fill vacancies in authorized positions below department head level, within the limitations of budget funding and in conformance with established personnel policies. Such personnel appointments shall be filed bi-weekly in conjunction with Board of Supervisors meetings.

M. The County Administrator shall be authorized to approve compensation step increases that are in conformance with personnel policies.

N. The County Administrator is responsible for the review and assessment of all administrative matters to be considered by the Board of Supervisors. All administrative items to be considered by the Board of Supervisors shall be forwarded to the Chairman of the Board of Supervisors by the County Administrator for purposes of assigning to the appropriate committee for consideration.

O. The County Administrator may recommend appropriate administrative organizational structures and/or administrative reorganizations as he deems necessary for the efficient and effective operation of County government.

P. The County Administrator may recommend policy to the Board of Supervisors.

Q. The County Administrator shall be responsible for the management of all County facilities, except as responsibility for specific facilities is otherwise entrusted to county elected officials pursuant to the Code of Iowa.

R. The County Administrator shall be responsible for acquisition of all County goods and services in the most cost effective manner as possible, and in accordance with policies and procedures established by the Board of Supervisors and the State of Iowa.

S. The County Administrator shall present to the Board of Supervisors a recommended candidate for all department head position vacancies. The County Administrator will use a broad-based advisory selection committee represented by at least three elected office holders and three department heads in an advisory capacity during the selection process. The final decision relative to filling department head vacancies shall be made by the Board of Supervisors based upon the aforementioned selection process. For purposes of this section department head positions include the Director of Information Technology, Director of Facilities and Support Services, Director of Community Services, Director of Human Resources, Director of Planning and Development, Juvenile Detention Center Director, [Director of Budget and Administrative Services](#) and County Engineer. The advisory selection committee members may also include the Health Department Director, or Conservation Director.

T. The County Administrator may, under the general direction of the Board of Supervisors, bring together various county elected office holders, departments, and agencies to work together on common problems, issues, or opportunities.

U. The County Administrator may, under the general direction of the Board of Supervisors, represent the Board of Supervisors in meetings with the following: elected office holders; county agencies not under the direct responsibility of the Board of Supervisors; local, state, and federal officials and agencies; community groups and agencies; and the general public.

[V. The County Administrator has the authority to terminate employees, including department heads, of Departments of County Government not under the direct control of an elected official. Terminations of employees, other than department heads and employees covered by a collective bargaining agreement, shall be subject to the](#)

grievance procedure set forth in Scott County Policy S. Terminated department heads shall begin the grievance procedure at Step 4 of Policy S.

Section 3. That Section 3-3 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-3. DEPARTMENT OF INFORMATION TECHNOLOGY

A. There shall be a Department of Information Technology responsible for coordination and monitoring of the County's information technology functions including technology needs assessment, development and support of in-house or third party computer applications and management of County's LAN/WAN network.

B. The Department of Information Technology shall be headed by a Director appointed by ~~and serving at the pleasure of~~ the Board of Supervisors.

C. The Director of Information Technology shall report to and be accountable to the County Administrator for the performance of the department's duties and responsibilities.

D. The Director of Information Technology shall be a full time employee of the County.

Section 4. That Section 3-5 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-5. DEPARTMENT OF FACILITIES AND SUPPORT SERVICES

A. There shall be a Department of Facilities and Support Services responsible for the management of the County's physical facilities, including building maintenance, custodial services, building and parking lot security, records storage, space allocation planning, purchase card administrative functions, print_shop and mailroom functions, administrative reception, and coordination of construction and remodeling projects.

B. The Department of Facilities and Support Services shall be headed by a Director appointed by ~~and serving at the pleasure of~~ the Board of Supervisors.

C. The Director of Facilities and Support Services shall report to and be accountable to the County Administrator for the performance of the department's duties and responsibilities.

D. The Director of Facilities and Support Services shall be a full time employee of the County.

Section 5. That Section 3-6 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-6. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF FACILITIES AND SUPPORT SERVICES

A. The Director of Facilities and Support Services serves as the principal management official in the planning, direction, operation, and control functions of the Department of Facilities and Support Services.

B. The Director of Facilities and Support Services shall have direct administrative authority over the employees of the Department of Facilities and Support Services, including responsibility for administering collective bargaining agreements and County personnel policies as appropriate to the department.

C. The Director of Facilities and Support Services shall be responsible for the maintenance and upkeep of County buildings and grounds, including the development and implementation of preventative maintenance program.

D. The Director of Facilities and Support Services shall be responsible for the cleaning and custodial upkeep of County buildings.

E. The Director of Facilities and Support Services shall be responsible for developing, implementing and administering a program to provide adequate security of County buildings and parking lots.

F. The Director of Facilities and Support Services shall be responsible for developing recommendations in regard to space allocation in County buildings, and shall act as the liaison between the County and tenants in County buildings.

G. The Director of Facilities and Support Services shall be responsible for the coordination of planning, construction and remodeling projects as assigned by the County Administrator and/or the Board of Supervisors including the development of the multi-year Capital Improvements Plan.

H. The Director of Facilities and Support Services shall be responsible for developing, implementing and administering a program for the proper storage of County records.

~~I. The Director of Facilities and Support Services shall be responsible for developing, implementing and administering a central purchasing function for all County elected offices and departments~~

~~J. The Director of Facilities and Support Services shall be responsible for developing, implementing and maintaining an inventory control system for all County equipment and property and providing appropriate interface with the County purchasing system.~~

~~K.~~ K. The Director of Facilities and Support Services shall be responsible for the coordination and monitoring of various support services used by County offices and departments. These support services include: print_shop and mail functions; inbound, outbound and inter-office mail; copier and records imaging coordination; and administration of County motor pool ~~and Vehicle Advisory Committee.~~

~~L.~~ J. The Director of Facilities and Support Services shall be responsible for the performance of special projects as assigned from time to time by the County Administrator and/or the Board of Supervisors.

Section 6. That Section 3-7 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-7. DEPARTMENT OF COMMUNITY SERVICES

A. There shall be a Department of Community Services overseeing activity in the area of human services. The department shall be responsible for providing emergency assistance to indigent persons in the County to ensure that they have adequate food, housing and medical services, for acting as advocate and liaison to County residents in County, State, or private institutions, for acting as conservator, guardian or payee for

mentally incompetent residents of the County, for coordination of interdepartmental activities related to mental health, for acting as liaison with the County Commission on Veteran Affairs.

B. The Department of Community Services shall be headed by a Director appointed by ~~and serving at the pleasure of~~ the Board of Supervisors. The Director shall serve as the General Relief Director.

Section 7. That Section 3-9 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-9. DEPARTMENT OF HUMAN RESOURCES

A. There shall be a Department of Human Resources responsible for the planning, development and administration of the County's personnel management program, including recruitment, performance appraisal, classification and compensation, training, collective bargaining negotiations and administration, administration of the employee benefits program for County employees and equal opportunity/affirmation action.

B. The Department of Human Resources shall be headed by a Director of Human Resources appointed by ~~and serving at the pleasure of~~ the Board of Supervisors.

C. The Director of Human Resources shall report to and be accountable to the County Administrator for the responsibilities.

D. The Director of Human Resources shall be a full time employee of the County.

Section 8. That Section 3-11 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-11. DEPARTMENT OF PLANNING AND DEVELOPMENT

A. There shall be a Department of Planning and Development responsible for current and future land use and development planning; development and maintenance of the County rural address system; the disposition/maintenance of Scott County Industrial Park and tax deed properties; and building code administration.

B. The Department of Planning and Development shall be headed by a Director appointed by ~~and serving at the pleasure of~~ the Board of Supervisors.

C. The Director of Planning and Development shall report to and be accountable to the County Administrator for the performance of the department's duties and responsibilities.

D. The Director of Planning and Development shall be a full-time employee of the County.

Section 9. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended by adding a new section 3-13 entitled Department of Budget and Administrative Services to read as follows:

3-13 Department of Budget and Administrative Services

A. There shall be a Department of Budget and Administrative Services responsible for the management of the County's fiscal internal control evaluation and development, budget and five year capital plan development, comprehensive annual financial reporting, municipal securities disclosure and debt covenant compliance, county-wide purchasing and purchase card administrative functions, administration of County ERP system, contract management, asset management, and fleet fiscal management.

B. The Department of Budget and Administrative Services shall be headed by a Director appointed by the Board of Supervisors.

C. The Director of Budget and Administrative Services shall report to and be accountable to the County Administrator for the performance of the Department's duties and responsibilities.

D. The Director of Budget and Administrative Services shall be a full time employee of the County.

E. The Director of Budget and Administrative Services shall be responsible for preparing the comprehensive annual financial report to accounting principles generally accepted in the United States of America.

F. The Director of Budget and Administrative Services shall be responsible for developing, implementing and administrating the annual budget and five year capital plan.

G. The Director of Budget and Administrative Services shall be responsible for developing, implementing and administrating a central purchase function for all County elected officials and departments.

H. The Director of Budget and Administrative Services shall be responsible for developing, implementing and maintaining an capital asset control system for all County equipment and property and providing appropriate interface with the County purchasing system.

Section 10. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended by adding a new section 3-14 entitled Authority, duties and responsibilities of the Director of Budget and Administrative Services to read as follows:

3-14 Authority, duties and responsibilities of the Director of Budget and Administrative Services

A. The Director of Budget and Administrative Services serves as the principal management official in the planning, direction, operation and control functions of the Department of Budget and Administrative Services, working closely with the operating departments and agencies of the County in all facets of the process.

B. The Director of Budget and Administrative Services shall have direct administrative authority over the employees of the Budget and Administrative Services department including responsibility for administrating collective bargaining agreements and County personnel policies as appropriate to the Department.

C. The Director of Budget and Administrative Services Director shall be responsible for monitoring revenues and expenditures of the approved County Budget and providing timely management financial reports including budget amendments respecting the same for the County Administrator. The Director will chair the County Financial Review Committee.

D. The Director of Budget and Administrative Services shall be responsible for the procurement and administration of specialized accounting services such as the indirect cost plan, actuarial studies and bond compliance and reporting.

E. The Director of Budget and Administrative Services shall be responsible for the performance of special projects as assigned from time to time by the County Administrator.

F. The Director of Budget and Administrative Services shall be responsible for the preparation and coordination of the County annual financial report according to accounting principles generally accepted in the United States of America.

G. The Director of Budget and Administrative Services shall be the fiscal agent for the Eastern Iowa Mental Health Region which includes duties of procurement, accounts payable and preparation of the comprehensive annual financial report and other financial management duties. The Director of Budget and Administrative Services reports directly the Eastern Iowa Metal Health Board in these matters.

Section 11. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended by adding a new section 3-15 entitled Juvenile Detention Center to read as follows:

A. There shall be a Juvenile Detention Center that focuses on juvenile justice and ensures the safety and security of detainees housed at the facility.

B. The Juvenile Detention Center shall be headed by a Director appointed by the Board of Supervisors.

C. The Juvenile Detention Center Director shall report to and be accountable to the County Administrator for the performance of the department's duties and responsibilities.

D. The Juvenile Detention Center Director shall be a full-time employee of the County.

Section 12. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended by adding a new section 3-16 entitled Authority, duties and responsibilities of the Juvenile Detention Center Director to read as follows:

A. The Juvenile Detention Center Director serves as the principal management official in the Juvenile Detention Center with direction, operation and control of the functions of the Juvenile Detention Center Director.

B. The Juvenile Detention Center Director shall have direct administrative authority over the employees of the Juvenile Detention Center including responsibility for administrating collective bargaining agreements and County personnel polices as appropriate to the Department.

C. The Juvenile Detention Center Director shall develop and implement policies and procedures to meet the changing needs, regulations and guidelines pertaining to the operation of the Center and supervision of its clients.

D. The Juvenile Detention Center Director shall ensure appropriate coordination and performance of the admission, supervision and release of juveniles in accordance with Departmental and legislated procedures and guidelines.

E. The Juvenile Detention Center Director shall ensure appropriate documentation of Center activities are logged and maintained for internal and external audit, including but, not limited to: detainee daily logs, medication records, visitation records, Child Nutrition Program, and court orders for placement or release.

F. The Juvenile Detention Center Director shall participates on local juvenile justice committees to ensure the Center functions and community role is appropriately conveyed and provides coordination with other juvenile justice systems in the area.

G. The Juvenile Detention Center Director shall create and conduct appropriate training for new and current staff to ensure adherence to regulatory requirements, departmental procedures and behavior management programs.

H. The Juvenile Detention Center Director shall administer the grievance procedures for detainees and investigates complaints in accordance with guidelines and takes appropriate action.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained no illegal or void provisions.

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

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

First Consideration _____,

Second Consideration _____,

Third Consideration _____,

James V. Hancock

Chairman, Board of Supervisors

Published on _____.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

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



March 29, 2016

TO: Dee F. Bruemmer, County Administrator

CC: Board of Supervisors
Dennis Conard, Sheriff
Financial Review Committee:
Wes Rostenbach, Accounting and Tax Manager
Craig Hufford, Financial Management Supervisor

FROM: David Farmer, CPA, Budget Manager

SUBJECT: Implementation status of Addendum to Scott County, Iowa Forensic Investigation
– Scott County Sheriff’s Office, September 23, 2015

Attached is the implementation status of the recommended internal controls to be applied to the Scott County Sheriff’s office. 20 of 21 items have been tested and are considered complete. The 21st item will be tested in the 4th fiscal quarter of the 2016. The department developed new control procedures in the 3rd quarter and it is best to test the procedures after sufficient data has been collected.

The Sheriff’s Department fully addressed and documented the new procedures for staff. The new internal controls will be subject to yearly evaluation through external audit and internal financial review committee consideration.

Implementation of controls for “Item 2: Scott County Jail administration did not review all disbursements of the Jail Inmate Kiosk Account” is complete; however, the administration is recommending additional internal controls to include inventory purchases within the Scott County ERP software. Controls to detect similar frauds from occurring are available through ERP software and transaction processing. The additional control steps are under discussion with the Sheriff’s office.

I will be at the April 5th Committee of the Whole to answer in questions concerning the implementation plan.

Accounting Department Improvement Plan

Reviewed by: Scott County Financial Review Committee

Reviewed

| Internal Control Section | | Finding | | Condition and Recommendation | | Implementation | | Completed/Progress | | FRC (unless stated) | | Comments: | |
|--|--|---|--|--|--|---|--|---|--|---|--|-----------|--|
| Entity Audit Findings - CAFR FY15 | | | | | | | | | | | | | |
| Supporting documentation; Incomplete bank reconciliation; management review of balances, processes and transactions | 1. We noted the bank reconciliation is prepared by Judy Woodin who is independent of the day to day operations of the Inmate Kiosk Account. Ms. Woodin uses the bank reconciliation feature within the TurnKey system, however, this does not provide detail necessary to review the components of the deposits or the legitimacy of the checks. | The bank reconciliation process could be improved by: | | Cheryl Iwinski currently runs the "Cash Box Reconciliation" to reconcile the cash box. This is not a report, so Cheryl will print a screen shot and send that to Judy Woodin each time a cash box is reconciled. Judy Woodin will print the CTSTDR report for each deposit in order to reconcile the Kiosk Account on a monthly basis. | | Complete | | Observed Cash Reconciliation on 12/17/15; followed up with senior accounting clerk on 1/21/16 | | | | | |
| | | a. Cash Till Session Transaction Detail Report ("CTSTDR") should be run each time a kiosk cash box is removed. | | Judy Woodin is comparing the checks and cash amounts from each deposit ticket to the Bank Deposit Report. | | Complete | | Observed Cash Reconciliation on 12/17/15; followed up with senior accounting clerk on 1/21/16 | | | | | |
| | | b. The yellow manual deposit slips along with the Bank Deposit Reports and the CTSTDRs should be forwarded to Ms. Woodin no less than monthly and reviewed in the bank reconciliation process. Specifically, these documents provide the breakdown of cash versus checks that should be included in the deposit. In addition, these reports provide a detail of the checks included in the deposit. | | c. Only one cash box can be in a kiosk at a time. The opening and closing dates of the CTSTDRs for the Lobby Kiosk and the Booking office Kiosk should be monitored to assure all dates are sequential and there are no missing dates. | | Judy Woodin is monitoring all dates of Kiosk reconciliation dates from October 2015 statement and on-going. | | Complete | | Observed Cash Reconciliation on 12/17/15; followed up with senior accounting clerk on 1/21/16 | | | |
| Supporting documentation; management review of balances, processes and transactions; internal audit for completeness, authorization and accuracy | 2. Scott County Jail administration did not review all disbursements of the Jail Inmate Kiosk Account | 2. Scott County Jail administration should periodically review check copies noting payee names, memo comments and amounts. | | Memo and process instructions are complete | | Complete | | Reviewed January 2016 | | Jail Administration is reviewing disbursements; Additional consideration should be given to inclusion of commissary inventory purchases in County Financial software. | | | |
| Written Policies; Management review of balances, processes and transactions | 3. We noted there did not appear to be any written policies and procedures with respect to scheduled removal and replacement of kiosk cash boxes and timely deposit of same. | We recommend written procedures which set forth requirements for scheduled box removal and replacement, the reports to be processed and a requirement to deposit funds within 24 hours. Scott County Jail Administration should periodically monitor adherence to these policies. | | Memo and process instructions are complete | | Complete | | Reviewed January 2016 | | | | | |
| Error identification and correction process; incomplete bank reconciliations; management review of balances, processes and transactions; written polices | 4. The Quad City Bank and Trust ("QCBT") indicated the Inmate Kiosk Account has a long-standing verbal policy in which QCBT is allowed to correct cash shortages but is not allowed to correct cash overages on the deposit receipts. Cash overages are returned to the Scott County Jail in the form of a bank official's check. | This practice should be discontinued and any deposit discrepancies should be reported by QCBT to a Scott County Jail administration employee independent of the day to day operations, preparation of deposit or bank reconciliation process. QCBT should be allowed to correct the deposit receipt to the actual amount received. Discrepancies should be investigated timely and adjustments or corrections should be approved by an appropriate level of authority and a person independent of the day to day operations, preparation of deposits or checks and the bank reconciliation process. | | Authorized signer informed QCBT that all deposit discrepancies will consist of a call made to Judy Woodin to inform her of the discrepancy in the deposit and the entire deposit will be returned to the Sheriff's Office for corrections. | | Complete | | Reviewed January 2016 | | | | | |

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| Internal Control Section | Finding | Condition and Recommendation | Implementation | Completed/Progress | FRC (unless stated) | Comments: |
| Written Policies; Supporting Documentation | 5. There are no written policies regarding the maintenance of checks received by the Inmate Kiosk Account. | Written policies and procedures should strictly prohibit the redeposit of Inmate Kiosk Account checks into the Inmate Kiosk Account. Any unused or incorrect checks should be voided within the Turnkey system. | Memo and process instructions are complete | Complete | Reviewed January 2016 | |
| Supporting documentation; management review of balances, processes and transactions; internal audit for completeness, authorization and accuracy; written policies | 6. The implementation of the County ERP system changed the process for billing other jurisdictions for booking and fingerprinting fees. Management should review and monitor accounts receivable for services performed. | While the senior accounting clerk does the billing and receipting of these fees, there is now an accounts receivable balance that can be monitored by other County offices. County-wide Administration should review this account monthly for past due amounts. | With the implementation of the ERP system in January, 2014, accounts receivables are being monitored. | Complete | Reviewed January 2016 | |
| Management review of balances, processes and transactions; internal audit for completeness, authorization, accuracy | 7. Monthly reconciliation procedures were not performed in a timely manner and to the level of detail to detect errors in the reconciliation. | Monthly reconciliation procedures should be designed and implemented for the Turnkey Trust accounts. Amounts due other departments or vendors should be paid no less than monthly to facilitate this process and minimize the Inmate Kiosk Account balance. Scott County Jail Administration should periodically review the reconciliations. | Cheryl will begin with November, 2015 to print the balances in the trust accounts before checks are written and then print the balances in the trust accounts after the checks are written and will send these reports to Pam Bennett. Pam Bennett will compare these figures to what was actually deposited to the general ledger through the ERP system and through the Treasurer's Office. | Complete | Reviewed January 2016 | |
| Written Policies; internal audit for completeness, authorization, accuracy; supporting documentation; incomplete transaction reconciliations | 8. The procedures used for work release receipts should be consistent between cash received and checks received regardless of whether any amounts are due inmates or their designees. | a. Establish written procedures and communicate to senior accounting clerk and employees backing up these functions. | Memo and process instructions are complete | Complete | Reviewed January 2016 | |
| | | b. Consider establishing a Turnkey Trust account in which all receipts are recorded in and relieved from the Trust account to Inmate Accounts and/or Treasurer's office weekly. This will provide a record of all inmate work release receipts in one place and can be verified to the manual receipt book monthly. | This has been completed for work release, fingerprinting and mug shots on a monthly basis. Any transactions from the inmate account is completed on a daily basis. | Complete | Reviewed January 2016 | |
| | | c. Obtain listing of inmates on work release programs from the Officer in charge of the program weekly and verify to receipts. | Reconciliation implemented in December, 2015 on a monthly basis. | Complete | Reviewed January 2016 | |
| | | d. Consider using the Booking Office cash intake kiosk for cash work release payments. | Implemented in September, 2015 | Complete | Reviewed January 2016 | |
| | | e. Maintain white receipt copies. | Because a Kiosk account has been established, there are no white receipt copies. | Complete | Reviewed January 2016 | |
| | | f. An employee independent of the processing of receipts should periodically "audit" the white receipt copies, the manual receipt ledger, the detail of the Turnkey Trust account and the calculation of the amount due the County. | This is being done for fingerprinting since October 2015. This was implemented for other areas in December, 2015 | Complete | Reviewed January 2016 | |

Accounting Department Improvement Plan

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| Internal Control Section | Finding | Condition and Recommendation | Implementation | Completed/Progress | FRC (unless stated) | Comments: |
| Supporting Documentation; incomplete transaction reconciliation; management review of balances; processes and accuracy; written policies | 9. Historically, there has been no reconciliation between the Public Print Office manual receipt book and the amount receipted and recorded in the County ERP system. | a. An employee independent of the receipting and depositing process could run a tape of the manual receipt book and agree to the amount deposited and recorded in the County ERP system monthly. | Judy Woodin is reconciling the fingerprint account. | Complete | Reviewed January 2016 | |
| | | b. During the reconciliation above, the number of courtesy prints could be agreed to the Officer's log (maintained on excel) | Judy Woodin is currently completing this recommendation. | Complete | Reviewed January 2016 | |
| | | c. Consider the cost/benefit of automating receipts and employing relevant reconciliation procedures. i. ERP Point of Sale ii. Third Intake Kiosk | In early 2016, fingerprinting will be scheduled on-line by the consumer and will be paid by credit card or cash. This should considerably affect the amount cash received. Cash will be receipted by Cheryl Iwinski and Amy Lueders and no ID officer will be accepting cash. | In Progress | Review after implementation. | Department is in progress of new procedures in the Spring 2016. |

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

April 7, 2016

APPROVAL OF THE APPOINTMENT OF ARLEN BECK
TO THE VETERAN AFFAIRS COMMISSION

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

Section 1. That the appointment of Arlen Beck to the Veteran Affairs Commission for a three (3) year term expiring on May 31, 2019 is hereby approved.

Section 2. This resolution shall take effect immediately.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 7, 2016

APPROVAL OF APPOINTMENT OF MYRON SCHEIBE TO THE ZONING BOARD OF ADJUSTMENT

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

Section 1. That the appointment of Myron Scheibe, Eldridge, to the Zoning Board of Adjustment for a five (5) year term expiring on May 1, 2021 is hereby approved.

Section 2. This resolution shall take effect immediately.

3/3/2016

Scott County Board of Supervisors
Administrative Center 6Th Floor
600 West 4 Th Street
Davenport, Iowa 52801

Dear Board of Supervisors:

My name is Scott Bowman and I'm making a complaint against Magellan Pipeline for the repair work done on the line last fall. I have exhausted all attempts to resolve this matter with Magellan.

I'm now making an application with the Scott County Board of Supervisors in hope of a fair resolution to the property damage issue.

(1) SCOTT T. BOWMAN
12232 255TH STREET
DONAHUE, IOWA 52746

(PROPERTY DESCRIPTION OF DAMAGED LAND)

Sec:06 Twp:79 Rng:03PART W 1/2 NW 1/4COM 705.47'E NW CORNW NW: N89D52'E660'-
S0D10'W 2640.07' W 25'-N0D10'E 1320.01'- S89D52'W 635'-N0D10'E 1320' TO BEG 20.757AC SURVEY
24443-94

(2) * Magellan had no prior agreement to the work being performed.

* Magellan did not separate the subsoil material into a second parallel row from the topsoil row.

The soils were combined into one row. The damages that need to be resolved pertain to the compaction of the topsoil for many future years. (Pictures taken during process) Damages could not be worked out. Magellan mailed a check for \$1000.

IDOA Pipeline Construction Standards and Policies

All subsoil material that is removed from the trench will be placed in a second Windrow parallel to the pipeline trench that is separate from the topsoil windrow. In backfilling the trench, the stockpiled subsoil material will be placed back into The trench before replacing the topsoil.

The actual depth of the topsoil, not to exceed 36 inches, will first be stripped from the area to be excavated above the pipeline and from the adjacent subsoil storage area. The topsoil will be stored in a windrow parallel to the pipeline

trench in such a manner that it will not become intermixed with subsoil materials

- * No 24 hour notice was given before the work was started.
- * The working conditions were done in the rain. The ground was completely saturated.
- * After completion of the project, Magellan did no soil tillage or placement of a cover crop.
- * Magellan paid us less than the eventually agreed upon amount of \$1500 and late as work was completed in the fall and the check arrived in late January.

(3)

MAGELLAN MIDSTREAM PARTNERS L.P.

P.O. BOX 9123

WICHITA, KS 67277

**Contact Person*

ANDREW THOMAS

REAL ESTATE SERVICES

MEGELLAN MIDSTREAM PARTNERS L.P.

ONE WILLIAMS CENTER, MD OTC - 8

TULSA, OKLAHOMA 74172

Sincerely Submitted:

A handwritten signature in black ink that reads "Scott Bowman". The signature is written in a cursive style with a large, stylized "S" and "B".

Scott T. Bowman

12232 255th Street

Donahue, Iowa 528746

563-340-9373

slbowmans@yahoo.com

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

April 7, 2016

Approves the petition of Scott Bowman for a compensation commission to determine damages arising from the repair of pipeline

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

- Section 1. Scott Bowman has filed a petition with the Board making a complaint against Magellan Pipeline for the repair work done on a pipeline.
- Section 2. Mr. Bowman has exhausted all attempts to resolve this matter with Magellan Pipeline.
- Section 4. Per Iowa code Section 479.46, Mr. Bowman has submitted a petition with a description of damages which includes the offer for settlement.
- Section 5. The Board approves this petition to allow the landowner to commence proceeding by filing an application with the chief judge for the appointment of the compensation commission.
- Section 6. 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

April 7, 2016

Proclaiming National County Government Month - April 2016

“Safe and Secure Counties”

WHEREAS, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

WHEREAS, Scott County and all counties take pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties President Sallie Clark’s “Safe and Secure Counties” initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

WHEREAS, in order to remain healthy, vibrant, safe and economically competitive, America’s counties provide public health, justice, emergency management and economic services that play a key role in everything from residents’ daily health to disaster response; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote programs and services to the public they serve; and

NOW, THEREFORE, BE IT RESOLVED THAT WE, The Scott County Board of Supervisors, do hereby proclaim April 2016 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.