

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
March 6 - 10, 2017

Tuesday, March 7, 2017

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

- ___ 1. Roll Call: Beck, Earnhardt, Knobbe, Kinzer, Holst

Facilities & Economic Development

- ___ 2. Purchase of Aluminum Box Culverts for Project L - 619. (Item 2)
- ___ 3. First of two readings of ordinance adopting of the latest editions of the various construction codes. (Item 3)
- ___ 4. Second and final reading of ordinance to rezone 7.5 acres more or less from "Agricultural General (A-G)" to "Commercial-Light Industrial (C-2)" on property described as the North 250 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 27 of Sheridan Township. (Item 4)
- ___ 5. Discussion of Public Hearing and presentation of staff recommendation on the Construction Permit Application of Grandview Farms, Inc in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7 and NW $\frac{1}{4}$ of Section 18, T79N, R3E (Sheridan Township), and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12, T79N, R2E (Hickory Grove Township) has submitted an application to the Iowa Department of Natural Resources (IDNR) for a construction permit for the expansion of an existing confined animal feeding operation at 11872/12090/12139 240th Street in unincorporated Scott County. (Item 5)

Human Resources

- ___ 6. Staff appointments. (Item 6)

Health & Community Services

- ___ 7. Tax suspension requests. (Item 7)

Finance & Intergovernmental

- ___ 8. Purchase of replacement Conservation Vehicle by Risk Management. (Item 8)
- ___ 9. Agreement for Municipal Advisor Services - Springsted Incorporated (Item 9)

Other Items of Interest

- ___ 10. Board appointments. (Item 10)
- ___ 11. Beer/liquor license renewal for Casey's General Store #1068.
- ___ 12. Adjourned.

Moved by ___ Seconded by ___
Ayes
Nays

Tuesday, March 7, 2017

Special Committee of the Whole - 1:00 pm Scott County Library in Eldridge 200 N. 6th Ave 52748

- ___ 1. Roll Call: Beck, Earnhardt, Knobbe, Kinzer, Holst
- ___ 2. 2017 Strategic Planning
- ___ 3. Other items of interest.

Wednesday, March 8, 2017

Special Committee of the Whole - 8:00 am Scott County Library in Eldridge 200 N. 6th Ave 52748

- ___ 1. Roll Call: Beck, Earnhardt, Knobbe, Kinzer, Holst
- ___ 2. 2017 Strategic Planning
- ___ 3. Other items of interest.

Thursday, March 9, 2017

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

Public Hearing

- ___ 1. Public Hearing relative to construction permit application of Grandview Farms, Inc. for the expansion of an existing confined animal feeding operation.

Friday, March 10, 2017

Special Committee of the Whole - 10:00 am Davenport Public Library - Eastern Ave Branch, 6000 Eastern Ave Davenport, IA 52807

- ___ 1. Roll Call: Beck, Earnhardt, Knobbe, Kinzer, Holst
- ___ 2. Board of Supervisors meeting with Legislators.
- ___ 3. Other items of interest.

SCOTT COUNTY ENGINEER'S OFFICE

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JON R. BURGSTRUM, P.E.
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TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Aluminum Box Culverts for Project L-619

DATE: March 9, 2017

This is a resolution for the approval of the Contract to purchase an aluminum box culvert for Project L-619. Project L-619 was originally intended to be a Bridge Replacement Project on 312th St near Big Rock. The existing bridge is a 21' x 20' concrete slab bridge on timber piling built in 1952 and is presently posted for reduced loading due to a structurally deficient substructure. After evaluating the existing bridge Angie and I determined that we can replace the bridge with an aluminum box culvert instead. Constructing the box culvert in lieu of a bridge will be a substantial reduction in the cost of the project. The estimated cost to build a bridge is \$200,000 and the estimated cost to build the aluminum box culvert is \$90,000. This project was moved forward in our program due to the ten cent increase in gas tax.

We have purchased five similar culverts for past projects. They are very effective and easy to handle and install.

Illowa Culvert & Supply Co.
Low Moor, IA

\$65,806.57 L-619 Liberty 6B
on 312th St

I recommend the Board of Supervisors approve the contract to purchase the aluminum box culvert in the amount of \$65,806.57. The FY17 budget for the project as a bridge is \$200,000.00.

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

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 9, 2017

APPROVAL OF PURCHASE FOR ONE ALUMINUM BOX CULVERT FOR CULVERT
REPLACEMENT PROJECT NO. L-619--73-82 ON 312TH STREET OVER A
TRIBUTARY TO ROCK CREEK IN LIBERTY TOWNSHIP.

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

Section 1. That the purchase of one aluminum box culvert
from Illowa Culvert & Supply, Low Moor, IA for the
total cost of \$65,806.57 be approved.

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

Section 3. That this resolution shall take effect
immediately.

SCOTT COUNTY ORDINANCE NO. 17-_____

**AN ORDINANCE TO REPEAL CHAPTER 5 OF THE SCOTT COUNTY CODE AND
ADOPT A NEW CHAPTER 5 WHICH ADOPTS THE LATEST EDITIONS OF
VARIOUS CONSTRUCTION CODES FOR ALL NEW BUILDINGS AND VARIOUS
STRUCTURES IN THE UNINCORPORATED AREAS OF SCOTT COUNTY AND
CERTAIN CITIES WITHIN SCOTT COUNTY**

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

Section 1. Repeal all of Chapter 5, SCOTT COUNTY CODE, 2012.

Section 2. Adopt a new Chapter 5, SCOTT COUNTY CODE, which reads as follows:

Chapter 5
CONSTRUCTION CODES

SECTIONS:

- 5-1 TITLE
- 5-2 SCOPE
- 5-3 LIMITATIONS
- 5-4 ADOPTION OF CONSTRUCTION CODES
- 5-5 AMENDMENTS TO THE INTERNATIONAL BUILDING CODE
- 5-6 AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE
- 5-7 AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE
- 5-8 AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE
- 5-9 AMENDMENTS TO THE UNIFORM PLUMBING CODE
- 5-10 AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE
- 5-11 AMENDMENTS TO THE NATIONAL ELECTRIC CODE
- 5-12 AMENDMENTS TO THE INTERNATIONAL SWIMMING POOL AND SPA CODE
- 5-13 AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE
- 5-14 BUILDING PERMIT FEE SCHEDULE
- 5-15 VIOLATIONS UNDER PRIOR CODE
- 5-16 NO WHOLESALE ADOPTION OF STATE BUILDING CODE
- 5-17 MUNICIPAL INFRACTION

SECTION 5-1 TITLE

This Chapter shall be known and referred to collectively as the Scott County International Construction Code.

SECTION 5-2 SCOPE

No building or structure hereafter shall be used, erected, constructed, repaired, moved or demolished unless it fully complies with the requirements of this Ordinance. Notwithstanding the foregoing, buildings and structures in existence at the time of the adoption of this Ordinance may have their existing use or occupancy continued, if such use or occupancy complies with the provisions of the Code in effect when initiated, provided however that such continued use is not determined to be dangerous to health, life and safety.

SECTION 5-3 LIMITATIONS

This Ordinance shall not apply within the incorporated area of a City except at the option of the City and in accordance with an agreement with the County. Also, except to the extent required to implement Section 6.18 of the Scott County Code (General Provisions of the Floodplain Districts) no provisions of this Chapter shall be construed to apply to 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 as defined by Section 6-5 of the Scott County Code (Zoning Definitions). It shall be the responsibility of any person or group claiming that certain property is entitled to exemption on the basis of this Section to demonstrate that the property and buildings are primarily adapted and used for agricultural purposes by a farmer.

SECTION 5-4 ADOPTION OF CONSTRUCTION CODES

The International Building Code 2015 Edition, International Energy Conservation Code 2015 Edition, International Residential Code Edition 2015, National Electrical Code 2014 Edition, International Property Maintenance Code 2015 Edition, International Mechanical Code 2015 Edition, Uniform Plumbing Code 2015 Edition, International Swimming Pool and Spa Code 2015 Edition and related codes as referenced, are hereby adopted in full except for such portions as may hereinafter be deleted, modified, or amended. An official copy of the International Building Code 2015 Edition, International Energy Conservation Code 2015 Edition, International Residential Code 2015 Edition, National Electrical Code 2014 Edition, International Property Maintenance Code 2015 Edition, and the Uniform Plumbing Code 2015 Edition, International Swimming Pool and Spa Code 2015 Edition and all amendments are on file in the office of the Planning and Development Department for public inspection. If any conflict exists between the adopted International Codes, National Electrical Code, Uniform Code, and State Code, the more restrictive code requirement applies.

SECTION 5-5 AMENDMENTS TO THE INTERNATIONAL BUILDING CODE

The following amendments, modifications, additions and deletions to the International Building Code 2015 are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County as the name of the municipality in those parts of the codes where such insertions are necessary or appropriate.
- (b) All references to the building line and zoning are void, and the subject matter of the Zoning Ordinance of Unincorporated Scott County. (Chapter 6 of the Revised Zoning Ordinance for Unincorporated Scott County) shall be applicable.
- (c) Delete Section 103 Department of Public Safety.
- (d) Section 105.3.2 **Time limitation of application**. Change all reference of 180 days to 30 days.
- (e) Section 105.5 **Expiration**. Change to read: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance date, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. All work shall be completed in one (1) year of the issuance date. The building official is authorized to issue extensions of 180 days for one half the original permit fee or a set fee determined by the building official on the work left to be completed.
- (f) Section 1011.11 **Handrails** Add Exception 5. Handrails within a dwelling unit or serving and individual dwelling unit may have one (1) offset or interruption per

- flight of stairs, not both, of a maximum of six (6) inches in total length and shall be considered, for the purpose of this code to be continuous.
- (g) Delete Chapter 11 **Accessibility** in its entirety, and replace with Chapter 16 - Iowa State Building Code (1997), Division VII, Accessibility Rules and Regulations for the Physically Handicapped Section 661-16.700 (103A).
 - (h) Delete Chapter 28 **Mechanical Systems** in its entirety, and replace all references with references to the 2015 International Mechanical Code as adopted by the State of Iowa.
 - (i) Delete Chapter 29 **Plumbing Systems** in its entirety, and replace all references with references to the 2015 Uniform Plumbing Code as promulgated by IAPMO, as adopted by the State of Iowa.
 - (j) Delete Appendices A, B, C, D, E, and H in their entireties.
 - (k) Delete Chapter 27 **Electrical** in its entirety and replace with reference to the 2014 National Electric Code as adopted by the State of Iowa.
 - (l) Section 1807.3 **Embedded post and poles**. Add paragraph. All building or portions of buildings containing mechanical installation and connected to underground utilities shall be supported on a continuous perimeter frost free foundation to a minimum depth of 42 inches below finished grade.
 - (m) Delete appendices A, C, D, E, F, G, H, I, J, K, L, and M.

SECTION 5-6 AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE

The following amendments, modifications, additions and deletions to the International Residential Code 2015 are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County as the name of the jurisdiction in those parts of the codes where such insertions are necessary or appropriate.
- (b) All references to the building line and zoning are void, and the subject matter of the Zoning Ordinance of Unincorporated Scott County. (Chapter 6 of the Revised Zoning Ordinance for Unincorporated Scott County) shall be applicable.
- (c) Delete R103 **Department of Building Safety** in its entirety.
- (d) Delete R105.2 (1) in its entirety and replace with the following:
R105.2 (1) One-story detached accessory structures, provided the floor area does not exceed 120 square feet.
- (e) Section R105.3.2 **Time limitation of application**. Change all reference of 180 days to 30 days.
- (f) Section 105.5 **Expiration** Change to read: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance date, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. All work shall be completed within one (1) year of the issuance date. The Building Official is authorized to issue extensions of 180 days for one half the original fee or a set fee determined by the Building Official on the work left to be completed.
- (g) Section R108.2 **Schedule of permit fees**. Fees shall be calculated from Section 5-14 **Building Fee Schedule**.

(h) The following information is added to Table R301.2 (1):

Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject to Damage From		
	Speed ^d (mph)	Topographic Effects ^k	Special Wind Region ^l	Windborne Debris Zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c
p _s = 30 psf, calculations for additional drift loads shall use a ground snow load p _g = 25 psf	115	NO	NO	NO	A	SEVERE	42"	Moderate to Heavy

Winter Design Temp ^e	Ice Barrier Underlayment Required ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp ^j
-4° F	YES	a. Initial NFIP 06/01/1977 b. Community #190239 c. Panel Date 02/18/2011	2000	50.5° F

(i) Delete Tables R403.1, R404.1.1(1), R404.1.1(2), R404.1.1(3), and R404.1.1.1(4) and all references to them, and replace with the following Table R403.1:

Table R403.1

Number of Floors Supported By the Foundation	Thickness of Foundation Walls (inches)		Minimum Width Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground or Finish Grade (whichever is lower)
	Unit Concrete	Masonry			
1	8	8	16	8	42 inches
2	8	8	16	8	42 inches
3	10	12	18	12	42 inches

1. Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only shall be as required for supporting one (1) floor. Footings shall be continuous and contain a minimum of two (2) 1/2" reinforcement bars, and have a minimum compressive strength of 2,500 pounds per square inch at 28 days.
2. A one-story wood frame building used for private garage, accessory to a single family dwelling and not over 720 square feet in floor area may be

constructed on a floating slab-on-grade provided the following conditions are met: A concrete perimeter grade-beam, twelve inches deep and twelve inches wide and reinforced with two (2) 1/2" reinforcement bars shall be installed to support the exterior walls. A minimum four-inch thick concrete floor slab reinforced with wire mesh or fiber mesh shall be installed within the perimeter beam and shall be formed to allow a continuous pour consisting of the required grade beam and floor.

Exception: Buildings or portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.

3. Cast-in-place concrete foundations walls shall be concrete having a minimum compressive strength of 28 days of not less than 3,000 pounds per square inch. All materials proportioning and placing shall conform to the requirements of Chapter 19 of the Administrative Code of the State of Iowa. In addition, the following shall apply:
 - a. The minimum thickness of a wall shall be 7 ½ inches.
 - b. Walls shall be reinforced with no less than three (3) half-inch diameter deformed ASTM A615 grade 40 steel bars placed horizontally at the center of the wall, with one (1) bar located near the top, one (1) bar located near the bottom, and one (1) bar located near mid-height of the wall.
 - c. Reinforcing bars and methods of placement shall be in accordance with Chapter 19 of the Iowa State Building Code
- (j) Add new section R403.1.1.1 **Footing requirements for uncovered decks.** All decks shall have a minimum footing size of 12 inches in diameter and 42 inches in depth.
- (k) Add new section 403.1.1.2 **Footing requirements for covered decks and room additions.** All elevated and covered decks, screened rooms, three and four season rooms and room additions shall comply with one of the following footing types;
 1. Pier footings designed by a licensed design professional and submitted with stamped and signed plans.
 2. 12 inch wide by 42 inch deep trench footing with 2 number 4 rebar horizontally, one top and one bottom with minimum 3 inches of concrete coverage.
 3. Spread footing sized with reinforcement per Table R403.1 with a minimum 8 inch masonry or concrete foundation wall.
- (l) Section R302.13 **Fire protection of floors.** Delete in its entirety.
- (m) Section R310.1 **Emergency Escape and Rescue Openings.** Add to the end of the first paragraph: Where basements contain one or more sleeping room, emergency egress and rescue openings shall be located in each sleeping room, but shall not be required in adjoining areas of the basement when so provided.
- (n) R311.7.8.2 **Continuity.** Add Exception 3. Handrails within a dwelling unit or serving an individual dwelling unit may have one (1) offset or interruption per flight of stairs, not both, of six (6) inches maximum in total length and shall be considered for the purpose of this code to be continuous.
- (o) Section R313.2 **One and two family dwelling automatic fire systems.** Delete in its entirety.

- (p) Delete Chapters 25-32 of the IRC in their entirety, and replace all references with references to the 2015 Uniform Plumbing Code as promulgated by IAPMO and all amendments adopted by Scott County and the State of Iowa.
- (q) Delete Appendices A, B, C, D, I, K, L, N, O, P, R, S, and U.
- (r) Delete chapter 34-41 of the IRC in their entirety, and replace with references to the 2014 National Electric Code as adopted by Scott County and the State of Iowa.
- (s) Delete chapter 12-22 of the IRC in their entirety, and replace all references to the 2015 International Mechanical Code as adopted by Scott County and the State of Iowa.

SECTION 5-7 AMENDMENTS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The following amendments, modifications, additions and deletions to the International Property Maintenance Code 2015, are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) Sections 101.1 Insert Scott County.
- (c) Section 102.3 **Application of other codes.** Replace all references to the International Plumbing Code with the Uniform Plumbing Code and all references to electrical in any of the mentioned code shall be replaced with the National Electric Code.
- (d) Section 111.2 **Membership** Delete 111.2 through 112.5 in its entirety.
- (e) Section 112.4 Insert not less than \$250.00 or more than \$375.00.
- (f) Delete sections 103, 302, 304.2, 304.4 through 304.9, 304.11 through 304.19, 303, 308, 309, chapter 4 and appendix A.

SECTION 5-8 AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE

The following amendments, modifications, additions and deletions to the International Energy Conservation Code 2015, are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) Section 101.1 Insert Scott County.
- (c) Section 108.4 Insert not less than \$250.00 or no more than \$375.00.
- (d) Delete in its entirety table 402.1.2 and references to; and replace with table 402.1.1 of 2009 IECC and references to.
- (e) Delete in its entirety table 402.1.4 and references to; and replace with table 402.1.4 of the 2009 IECC and reference to.
- (f) Delete in its entirety section R402.4 thru R402.4.4 and replace with R402.4 thru R402.4.5 of the 2009 IECC.
- (g) Delete in it entirety section R403.3.3 thru R403.3.4 and replace with R403.1 thru R403.2.2 of the 2009 IECC.
- (h) Delete in its entirety section R403.3.5 Building Cavities and replace with 403.2.3 Building cavities of the 2009 IECC .
- (i) Delete in its entirety section R403.5.3.
- (j) Delete in its entirety sections R 403.6 thru 403.12.

- (k) Delete section R405 in its entirety.
- (l) Section R503.1.1 Building Envelope. Delete exception 5.
- (m) Delete in its entirety section R505.

SECTION 5-9 AMENDMENTS TO THE UNIFORM PLUMBING CODE

The following amendments, modifications, additions and deletions to the Uniform Plumbing code 2015, are hereby made.

- (a) Iowa is inserted as the name of the State and Scott County as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) Section 104.3.3 **Time limitation of application.** Change all reference to 180 days to 30 days.
- (c) Section 104.4.3 **Expiration.** Change to read: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after the issuance date, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. All work shall be completed within one (1) year of the issuance date. The Building Official is authorized to issue extensions of 180 days for one half the original fee or a set fee determined by the Building Official on the work left to be completed.
- (d) Section 104.4.4 **Extensions.** Delete in its entirety and reference section 104.4.3.
- (e) Section 104.5 **Fee schedule.** Insert fee schedule table from section 5-13.
- (f) Section 422.1 **Fixture Count.** Delete the first paragraph and insert the following: Plumbing fixtures shall be provided in each building for the type of building occupancy, and in the minimum number shown in table 2902.1 of the 2015 International Building Code. All references to table 422.1 shall now reference table 2901.1 of the International Building Code.
- (g) Table 422.1 **Minimum Plumbing facilities.** Delete in its entirety and replace with table 2902.1 of the 2015 International Building Code.
- (h) Section 609.11 **Pipe insulation.** Delete in its entirety.
- (i) Add 1017.3 **Floor Drains in Private Garages.** All private garages equipped with a floor drain are required to run to daylight and to discharge 100 feet from a private well and 200 feet from a community well or discharge through an approved grease and oil separator prior to being connected to the sanitary sewer.

SECTION 5-10 AMENDMENTS TO THE INTERNATIONAL MECHANICAL CODE

The following amendments, modifications, additions and deletions to the International Mechanical Code 2015, are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) Section 106.3.3 **Time limitation of application.** Change all reference to 180 days to 30 days.
- (c) Section (A) 106.4.3 **Expiration** Change to read: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after the issuance date, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. All work shall be completed within one (1) year of the issuance date. The building official is authorized to issue extensions for 180 days for one half the original fee or a set fee determined by the Building Official on the work left to be completed.

- (d) Section (A) 106.5 **Fees**. Delete in its entirety and replace with Section 5-13 fee schedule.
- (e) Section 301.11 **Plumbing connections**. Delete all reference to the International Plumbing Code and replace with all reference to the Uniform Plumbing Code.
- (f) Section (BS) 301.16 **Flood hazard**. Delete in its entirety and replace with reference to the Scott County Zoning Ordinance.
- (g) Section 910 **FLOOR FURNACES**. Delete in its entirety.

SECTION 5-11 AMENDMENTS TO THE NATIONAL ELECTRIC CODE

The following amendments, modifications, additions and deletions to the National Electric Code 2014, are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) Add to article 90. 90.10 **Expiration**: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after the issuance date, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. All work shall be completed within one (1) year of the issuance date. The Building Official is authorized to issue extensions of 180 days for one half the original fee or a set fee determined by the Building Official on the work left to be completed.
- (c) 210.8 **Ground Fault Circuit interrupter Protection for Personnel**. Add to 2108(A):

Exception 1. A single receptacle for an appliance that is not a clothes washing machine or a clothes dryer or a duplex receptacle for two (2) appliances that are not a clothes washing machine or a clothes dryer located in a dedicated space for each appliance that in normal use is not easily moved from one location to another and that is cord and plug connected in accordance with 400.7(A) (6), (A) (7), or(A) (8).

Exception 2. A single receptacle dedicated for a sump pump, or a duplex receptacle dedicated for two (2) sump pumps that are cord and plug connected in accordance with 400.7 (A)(8).

Note: receptacles installed under exception 1 or 2 to 210.8 (A) shall not be considered as meeting the requirements of 210.52(G).
- (d) 220.18 (d) **Maximum Loads**. Add (d) Residential circuits. Residential circuits shall have a maximum of ten duplex outlets per circuit.
- (e) Table 210.24 **Summary of Branch circuit Requirements**. Change minimum conductor Size from 14 to 12.
- (f) Delete 230.91 in its entirety and replace with **230.91 Service-entrance Conductors Inside Structures**. The service overcurrent device shall be connected by no more than (10) feet of raceway from the meter device inside a structure without an approved disconnecting means.
- (g) 334.10 **Uses Permitted**. Delete (3), (4) and (5) and replace (3) with Townhouses.
- (h) 334.12 **Uses Not Permitted**. Delete (1) (5).
- (i) Add **Section 334.15 (B) Protection Against Physical Damage**. All wiring in sidewalls shall be protected from the floor to the bottom of the floor joist or bottom of the truss bottom cord above by an approved conduit or covering. All wiring in ceilings less than (8) feet tall shall be protected by an approved conduit or covering.

- (j) 334.15 (C) **In unfinished basements and crawl spaces.** Delete the first sentence in its entirety.
- (k) Change **550.11 (A)** first sentence to read: A single disconnecting means shall be provided outside each mobile home consisting of a circuit breaker or a switch and fuse and its accessories installed within (10) feet of the point of entrance of the supply cord or conductors into the mobile home.
- (l) Add to **Section 394.10 Uses Permitted (3)** Installation in cases where a new electrical service is installed on an existing building and/or if an existing building is partially rewired any remaining knob and tube circuits or partial knob and tube circuits shall be connected to a maximum fifteen (15) ampere over current device.
- (m) Add **Chapter 10 REWIRE 10.1**
 - (A) **Change or upgrade of electrical service or panel:** (1) ground electrical panel within five (5) feet of incoming water service (if steel or copper) and install water meter jumper; (2) Ground rod installed on outside of building with 5/8" diameter copper, 8ft ground rod; #6 AWG copper grounding electrode conductor to the service panel not to run in service entrance conduit; (3) Provide GFCI receptacles in bathroom (s) and within 6 feet of all sinks; (4) Install battery powered smoke and carbon monoxide detectors in all required locations; (5) Remove any damaged or deteriorated knob and tube wiring. All remaining knob and tube wiring must be on a 15 amp maximum breaker or fuse;
 - (B) **Utility reconnect:** (1) Ground electrical panel within five (5) feet of incoming water service (if steel or copper) and install water meter jumper; (2) Ground if installed must be connect properly; (3) Provide GFCI receptacles in bathroom (s) and within six (6) feet of all sinks; (4) Install battery powered smoke and carbon monoxide detectors in all required locations; (5) Electric panel and all receptacles must have covers in place; (6) No exposed or improper wiring methods or code violations will be approved.
 - (C) **Additions and remodeling:** (1) GFCI at front and back of house if interior or exterior exposed; (2) GFCI receptacles at kitchen counter; (3) GFCI protected outlets in all bathroom(s); (4) Install battery powered smoke and carbon monoxide detectors in all required locations, although 120 volt interconnected smoke and carbon monoxide alarms will be required if sheetrock is removed and/or would be accessible.

SECTION 5-12 AMENDMENTS TO THE INTERNATIONAL POOL AND SPA CODE

The following amendments, modifications, additions and deletions to the International Swimming Pool and Spa Code 2015 are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County is inserted as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) (A) **102.7 referenced codes and standards.** All references to the International Plumbing Code shall reference the Uniform Plumbing Code, and all reference to electrical shall reference the National Electric Code.
- (c) Section (A) **105.4 Time limitation of application.** Change all references to 180 days to 30 days.
- (d) Section (A) **105.6.2 Fee schedule.** Fees shall be calculated from section 5-13 Building Fee schedule.

- (e) Section (A) 107.4 **Violation penalties.** Insert: Municipal infraction and not less than \$250.00 and no more than \$375.00 As determined by the court system.
- (f) Section 303 **Energy.** Delete in its entirety.
- (g) Section 304 **Flood Hazard areas.** Delete in its entirety and replace with reference to the Scott County Zoning Ordinance as amended May 6, 2016.
- (h) Section 306.4 **General.** Delete after parentheses, except as provided in this section.
- (i) Delete in their entirety sections 306.2 through 306.9.1, 307, 308, 311 through 323.
- (j) Section 702.3 **Scope.** Add exception (1) Residential, on ground pools supplied by a single manufacture as a kit that includes a pump and /or filter and/or a motor that is double insulated with the factory installed 25 foot GFCI protected cord shall be installed per the manufactures installation instructions and meet the barrier requirements of chapter 3. It shall be the owners/installers responsibility to ensure ongoing compliance with the installation for the access, barrier and signage.
- (k) Section 702.3 **Type C Staircase Ladders.** Add exception(1) Stairs that are not part of the poll manufactures system shall be constructed with the applicable portions of the International Residential code.
- (l) Delete Section 705 **Safety Signs.**
- (m) Section 811.1 **Rope and Float.** Delete in its entirety.

SECTION 5-13 AMENDMENTS TO THE INTERNATIONAL EXISTING BUILDING CODE

The following amendments, modifications, additions and deletions to the International Existing Code 2015 are hereby made:

- (a) Iowa is inserted as the name of the State and Scott County is inserted as the name of the municipality in those parts of the code where such insertions are necessary or appropriate.
- (b) Section 102.4 **Referenced codes and standards.** All references to the International Plumbing code shall be changed to reference the Uniform Plumbing Code. All references to Electrical shall be referenced to the National Electric Code.
- (c) Section 103 **Department of Public Safety.** Delete in its entirety.
- (d) Section 104 **Duties and powers of code official.** Change all reference of the Code Official to Building Official.
- (e) Section 105.3.2 **Time limitation of application.** Change all reference of 180 days to 30 days.
- (f) Section 105.5 **Expiration.** Change to read: Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance date, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. All work shall be completed in one (1) year of the issuance date. The Building Official is authorized to issue extensions of 180 days for one half the original permit fee or a fee determined by the Building Official on the work left to be completed.
- (g) Section 108 **Fees.** Fees shall be calculated from Section 5-14 Building Fee Schedule.
- (h) Section 117 **Demolition.** Add Section (A) 117.5 Site work after demolition. All site work shall conform to the following after demolition of a dwelling or building:

1. If said dwelling of building was on foundation with a basement below grade, the below grade floor must have a minimum of 6 square feet removed on opposite ends of the foundation floor to create a drain as not to trap water.
2. If said dwelling or building was on a foundation with walls below grade, the walls must be removed or caved in to a point that no part of the remaining foundation walls shall be less than 24 inches below finished grade.
3. All lots or tracts of land that have had a dwelling or building demolished shall be graded to match existing grade and seeded to prevent soil erosion.

SECTION 5-14 BUILDING PERMIT FEE SCHEDULE

Before a building permit is issued, the inspection and/or other fee(s) shall be paid. The following fees are determined for a building permit, based on the estimated value of the work. The building inspector shall have the right to verify or correct the estimated cost of any building, structure, alteration or addition. Permits are valid for one (1) year from date of issuance subject to other requirements in IBC Section 109, IRC Section R108, ISPSC Section(A) 105.6 and IMC section (A) 106.5.

<u>TOTAL VALUATION</u>	<u>FEES</u>
\$1.00 to \$1,000.	\$50.00
\$1,001 to \$5,000.	\$50 for the first \$1,000, plus \$6.00 for each additional \$500.00 or fraction thereof up to \$5,000.
\$5,001.00 to \$25,000.00	\$106.00 for the first \$5,000.00, plus \$12.00 for each additional \$1,000.00 or fraction thereof, up to \$25,000.
\$25,001.00 to \$50,000.00	\$366.00 for the first \$25,000.00, plus \$9.00 for each additional \$1,000.00 or fraction thereof, up to \$50,000.
\$50,001 to \$100,000.00	\$616.00 for the first \$50,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof, up to \$100,000.00
\$100,001.00 to \$500,000.00	\$1016.00 for the first \$100,000.00, plus \$7.00 for each additional \$1,000.00 or fraction thereof up to \$500,000.00
\$500,001 to \$1,000,000.00	\$3816.00 for the first \$500,000.00, plus \$5.00 for each additional \$1,000.00 or fraction thereof up to \$1,000,000.
\$1,000,001 and up	\$5308.00 for first \$1,000,000, plus \$4.00 for each additional \$1,000 or fraction thereof.

- (a) Governmental, charitable, religious and non-profit organizations receive a 50% discount off building permit fee.
- (b) Re-inspection fees, additional trip fees \$50.00 per trip
- (c) Installation permit for Mobile Home Park

Single wide	\$100.00
Double wide	\$150.00
- (d) Residential siding permits \$50.00
- (e) Residential roofing permits \$50.00
- (f) Commercial roofing permits. Based on job cost and fee from section 5-13 table
- (g) Demolition of structure \$50.00
- (h) Renewal or extension of any permits, one half of original permit fee but in no event less than \$50.00
- (i) Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be

made before a permit may be issued for such work. The investigation fee shall be equal to the amount of the permit fee required by this code.

SECTION 5-15 VIOLATIONS UNDER PRIOR CODE

Any building or structure in violation of predecessor Scott County Construction Codes remains in violation unless the successor construction codes eliminate the violation by a change of standards or rules.

SECTION 5-16 NO WHOLESALE ADOPTION OF STATE BUILDING CODE

Although the Scott County International Construction Code contain sections of the Iowa State Building Code, there is no intention of adopting the State Building Code within the meaning of Section 103A, Code of Iowa 2001.

SECTION 5-17 MUNICIPAL INFRACTION

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

Section 3. The County Auditor is directed to record this ordinance in the County Recorder’s Office and publish the new ordinance in accordance with State Law.

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

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

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

Approved this _____ day of _____, 2017.

Carol Earnhardt, Chair
Scott County Board of Supervisors

Roxanna Moritz, County Auditor

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

SCOTT COUNTY ORDINANCE NO. 17-_____

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 7.5 ACRES IN SECTION 27, SHERIDAN TOWNSHIP FROM AGRICULTURAL-GENERAL (A-G) TO COMMERCIAL-LIGHT INDUSTRIAL (C-2) , ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY

IOWA:

Section 1. In accordance with Section 6-31 Scott County Code, the following described unit of real estate is hereby rezoned from Agricultural-General (A-G), to Commercial and Light Industrial (C-2) to-wit:

The north two hundred and fifty (250) feet of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 27, Township 79 North, Range 3 East of the 5th Principal Meridian (Sheridan Township). The described Tract contains an area of 7.5 acres, more or less.

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

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

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

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

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

Approved this _____ day of _____ 2017.

Carol Earnhardt, Chair
Scott County Board of Supervisors

Roxanna Moritz, County Auditor

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: February 27, 2017

Re: Public hearing and presentation of staff recommendation on the Construction Permit Application of Grandview Farms, Inc in the SW¹/₄SW¹/₄ of Section 7 and NW¹/₄ of Section 18, T79N, R3E (Sheridan Township), and SE¹/₄SE¹/₄ of Section 12, T79N, R2E (Hickory Grove Township) has submitted an application to the Iowa Department of Natural Resources (IDNR) for a construction permit for the expansion of an existing confined animal feeding operation at 11872/12090/12139 240th Street in unincorporated Scott County.

Scott County's adoption of the Master Matrix allows the County to review applications for State construction permits for confined animal feeding operations. The Master Matrix rewards points for additional separation distances above the State required minimums. Points are also rewarded based upon the design and operation of the site, such as the development of an emergency action plan, responsible manure application, among others. Points are awarded in the three categories of air, water, and community. A minimum score is required for each of these categories, with a total minimum score of 440 points required to pass the Matrix.

The IDNR notified Scott County it had received the application on February 14th, 2017. Scott County has 30 days from the date the IDNR notifies the County that it has received the application to submit comments and a recommendation on that application. Notice of the receipt of this application, as well as notice of a public hearing to be held on the application at the March 9th Board meeting, were published in two area newspapers (*North Scott Press*, *Quad City Times*) as required by the IDNR. A public hearing is not required by the IDNR rules, but the Board of Supervisors has the option to hold such hearings. The Board has held a public hearing on all such applications.

This request is similar to the expansion of this existing hog confinement operation situated in Sheridan and Hickory Grove Townships that was approved in January. That approval was voided when the applicant submitted the current plans for a smaller expansion with different buildings in slightly different locations. The current request requires compliance with the standards of the Master Matrix as did the previous request reviewed just a few weeks ago that was voided.

Planning & Development staff met with the applicants at the time their application was being submitted in order to better understand the details of this request. Due to the size of Grandview Farms' operation, any expansion requires a State construction permit, and therefore a Master Matrix review by Scott County. This current expansion would increase the capacity to 1,338.4

AUC, bringing the total to 6,480.4 AUC. The expansion would include the construction of five (5) new structures: one (1) 130' x 276' farrowing barn, (1) 102' x 266'10" gestation barn, two (2) 61'2" x 271' gilt finishing barns, and one (1) 122' x 55'6" gilt nursery barn. The new buildings would be constructed as formed manure storage structures with 8' deep concrete pits below the slatted floors, except for the gestation barn which would have a 10' deep concrete pit.

In reviewing the submitted application, this expansion meets the minimum required points to pass the Matrix. Grandview Farms took 460 total points, 20 more than the required minimum of 440 points. The application meets the minimum scores for each of the three categories of air, water, and community.

In addition to publishing public notice, staff has also mailed notice of the public hearing to property owners within 500 feet of the property. Staff will include any written comments and a summary of any verbal comments received at the public hearing with the Board's recommendation to the IDNR.

Staff would recommend that the Board pass a resolution approving the construction permit, to be forwarded to the Iowa DNR.

Scott County Scoring of Master Matrix for Grandview Farms, 2017 Expansion

The Master Matrix has 44 possible scoring criteria:

The first 25 are listed under **Proposed Site Characteristics**,

The remaining 19 are listed under **Proposed Site Operation and Manure Management Practices**.

Applicants can choose amongst the various criteria in order to score points. Each criterion has a total point value which is then divided and weighted between any of the three subcategories of Air, Water, and Community.

The County can review each criterion upon which the applicant has scored and concur or not concur that the points are accurately taken. The County only reviews the criteria the applicant has used to score points, other criterion for which points are not taken are not evaluated, even though the application may meet that criterion. The selection of scoring criteria is the applicant's option. Evaluating that scoring is the County's option by adopting the Master Matrix.

Proposed Site Characteristics

Scoring Criteria	Total Score	Air	Water	Community
#2 Additional separation distance to the closest Public use area (greater than 1,500 feet)	30	12.00	0.00	18.00
#3 Additional separation distance from closest school, church or business (greater than 1,500 feet)	30	12.00	0.00	18.00
#4 Additional separation distance, above 500 foot minimum, to closest water source (751 - 1,000 feet)	15	0.00	15.00	0.00
#5 Separation distance of 300 feet or more from the Proposed confinement structure to the nearest Thoroughfare (300 feet or greater)	30	9.00	0.00	21.00
#6 Additional separation distance, above minimum Of 1,875 feet, from confinement to the closest critical public area (500 feet or greater)	10	4.00	0.00	6.00
#8 Additional separation distance over the minimum 1,000 feet from drainage well, known sink hole or major water source (greater than 2,500 feet)	50	5.00	25.00	20.00
#10 Separation distance from closest high quality waters or protected water area (2x the minimum separation distance of 500 feet)	30	0.00	22.50	7.50

Scoring Criteria	Total Score	Air	Water	Community
#12 Liquid manure storage structures are covered	30	27.00	0.00	3.00
#16 Enhancement, above minimum requirements, of structures used in stockpiling and composting activities, such as an impermeable pad and a roof or cover	30	9.00	18.00	3.00
#17 Proposed Manure Storage Structure is Formed	30	0.00	27.00	3.00
#19 Truck Turnaround	20	0.00	0.00	20.00
#20 No history of Administrative Orders in last five years	30	0.00	0.00	30.00
#22 Homestead Tax Exemption	25	0.00	0.00	25.00
#23 Family Farm Tax Credit	25	0.00	0.00	25.00
#25 Construction permit application includes livestock feeding and watering systems that significantly reduce manure volume	25	0.00	12.50	12.50

Proposed Site Operation and Manure Management Practices

Scoring Criteria	Total Score	Air	Water	Community
#26 Injection or incorporation of manure on the same date it is land applied	30	12.00	12.00	6.00
#32 Additional Separation distance of 200 feet for land application of manure to closest school, church, or business	5	2.00	0.00	3.00
#35 Additional separation distance of 400 feet above minimum requirements for the land application of manure to closest high quality waters or protected water area	10	0.00	7.50	2.50
#40 Construction permit application contains an emergency action plan	5	0.00	2.50	2.50
Total Scoring by Grandview Farms	460	92.00	142.00	226.00
Total Scoring by Scott County	460	92.00	142.00	226.00
<i>Minimum Score required to Pass Master Matrix</i>	<i>440</i>	<i>53.38</i>	<i>67.75</i>	<i>101.13</i>

WEST SITE

EXISTING FACILITIES

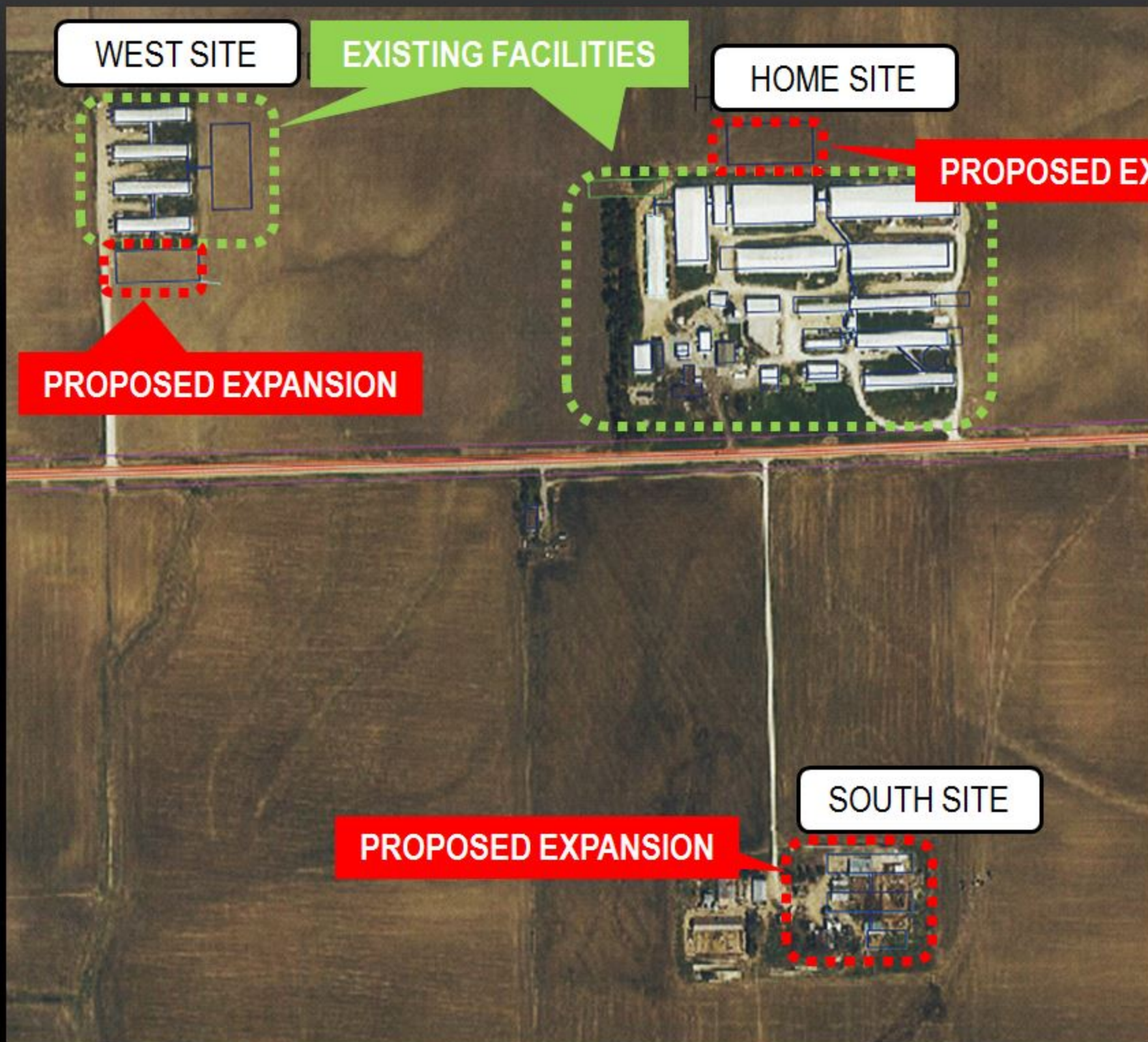
HOME SITE

PROPOSED EXPANSION

PROPOSED EXPANSION

SOUTH SITE

PROPOSED EXPANSION



DETAILS OF SCORING THE MASTER MATRIX

ENVIRONMENTAL SERVICES DIVISION | WWW.IOWADNR.GOV



The DNR field office does a site inspection prior to approving or denying a construction permit application. Counties with a master matrix can accompany DNR staff on the inspection. Find more about construction permits and the master matrix on the DNR website: www.iowadnr.gov/afol.

CONSTRUCTION PERMITS

THE MASTER MATRIX

The master matrix is a process that the county can choose to participate in, which should result in a proposed confinement feeding operation adhering to higher standards than required by law. A confinement feeding operation required to use the master matrix will likely have increased separation distances to objects and a more conservative manure management plan (MMP). The master matrix is a tool for the county Board of Supervisors to provide input into a proposed confinement feeding operation.

Every year all counties in Iowa have the opportunity to enroll in the master matrix by adopting a Construction Evaluation Resolution. All counties are notified in December to enroll for the following calendar year. Counties that enroll have the responsibility to evaluate the completed master matrix by each construction permit applicant during that year.

Not all permit applications require a master matrix:

- If the county did not enroll for that year, then no master matrix is required.
- If an existing confinement facility is expanding, and the original construction on the site was before April 1, 2002, and the proposed total animal unit capacity after expansion is 1,667 AU or less, then no master matrix is required.

The master matrix consists of 44 criteria which further describe the potential site for the proposed confinement facility. The applicant may qualify for any or all criteria

and be awarded points for each criterion. An applicant chooses which criteria they would like to claim points on. An applicant must score an overall minimum point total of 440 points as well as one-fourth of the available point total in three subcategories (Air, Water and Community).

If a construction permit application containing a master matrix is received by the county and the instruction notice is received from the DNR, then the county is required to review and score the master matrix items where points were claimed by the applicant. Some of the criteria require documentation or proof that points can be claimed by the applicant. It is the duty of the county to examine the documentation while scoring the master matrix. The county Board of Supervisors may select a representative of the county (zoning official, sanitarian, county engineer or supervisor, etc.) to review and score the master matrix. The county may elect to review and score the master matrix as a group. Scoring the master matrix will require time and effort.

The county may elect to review the master matrix using the documentation (e.g. maps) submitted by the applicant or the county may choose to use computer mapping programs to verify distances claimed by the applicant or measure and confirm any distances at the site survey. The local DNR field office will notify the county representative prior to conducting the site survey. This usually occurs within 30 days of the DNR receiving the application. During the site visit, DNR staff will verify the separation distances required by state law for all construction permit applications.

The county designee may accompany the local DNR field office during the site survey to verify additional matrix separation distances claimed by the applicant.

It is the county's obligation to verify the additional distances claimed by applicant in the matrix and verify objects such as a business or residence. Some master matrix items may require the county to search websites for information while other items may simply require the county to review documentation provided by the applicant and either agree or disagree on the content.

It is the county's obligation to score the matrix in a professional manner. The scoring must be objective. Evaluate and score all matrix items where the applicant claimed points. Award appropriate points for each matrix item where the applicant claimed points. Conversely, deny or reduce points only when you have a reason, e.g., distance error, lack of sufficient documentation such as a design, operation and maintenance plan. The county should not award or deny points arbitrarily. The county cannot award points for items the applicant did not score.



Find a blank copy of the master matrix on the DNR website at www.iowadnr.gov/Environment/LandStewardship/AnimalFeedingOperations/Confinements/ConstructionRequirements/Permitted/MasterMatrix.aspx

Counties may print this copy, fill out the county's scores, submit it to the DNR. The county should also submit its recommendation, proof of publication and any documentation on specific master matrix items that are denied or challenged.

COUNTY APPROVAL

If the county agrees with the master matrix scoring as submitted by the applicant or scores the matrix with a passing score, the county must still submit to the DNR a

recommendation to approve or disapprove the construction permit application.

The DNR shall preliminarily approve the construction permit application provided the application and siting of the building(s) comply with the requirements of Chapter 567 IAC 65 and Iowa Code Chapter 455B. If the construction application does not meet the requirements of Chapter 567 IAC 65 and Iowa Code Chapter 455B, regardless of the outcome of the master matrix, the DNR shall preliminarily disapprove the permit application.

FAILING SCORE ON MATRIX

If the county's scoring results in a failing score of the master matrix then the county must still submit

to the DNR a recommendation to approve or disapprove the construction permit application.

The DNR shall preliminarily disapprove the application if the construction application does not meet the requirements of state law (Chapter 567 Iowa Administrative Code 65 and Iowa Code Chapter 455B, regardless of the county's scoring of the master matrix. If the application meets the requirements of state law, the DNR will conduct an independent evaluation of the master matrix points claimed by the applicant. If the DNR's evaluation shows an acceptable score, the DNR shall preliminarily approve the application. If the DNR's evaluation indicated the score is unacceptable, the DNR shall preliminarily disapprove the application.

APPEALS

Both the applicant and county may contest a preliminary decision to approve or disapprove the construction permit application by demanding a hearing with the state Environmental Protection Commission. The preliminary permit and preliminary denial letter will contain specific instructions for appeal.

FINAL DECISION

A preliminary approval or disapproval becomes final after 14 days if no appeal is submitted.

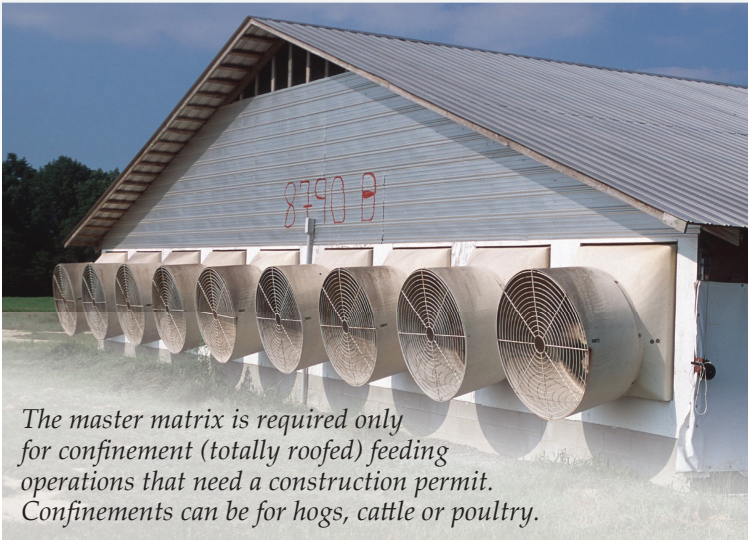
IMPORTANT LINKS	IOWA DNR FIELD OFFICES
<p>DNR Animal Feeding Operations www.iowadnr.gov/afo/</p> <p>Iowa State Association of Counties www.iowacounties.org/News/Topics%20of%20Interest/Matrix%20Information/NewMasterMatrix.htm</p> <p>Questions: Call Gene Tinker at 563-927-2640 or 515-210-1593, or email Kristi Harshbarger at kharshbarter@iowacounties.org.</p>	<p>Northeast Manchester 563-927-2640</p> <p>North central Mason City 641-424-4073</p> <p>Northwest Spencer 712-262-4177</p> <p>Southwest Atlantic 712-243-1934</p> <p>South central Des Moines 515-725-0268</p> <p>Southeast Washington 319-653-2135</p>



CAUTION: This document is only a summary of administrative rules contained in 567 IAC chapters 65; it is a guidance document and should not be used as replacement for the administrative rules. While every effort has been made to assure the accuracy of this information, the administrative rules will prevail in the event of a conflict between this document and the administrative rules.

CONSTRUCTION PERMIT APPLICATIONS AND THE MASTER MATRIX

ENVIRONMENTAL SERVICES DIVISION | WWW.IOWADNR.GOV



The master matrix is required only for confinement (totally roofed) feeding operations that need a construction permit. Confinements can be for hogs, cattle or poultry.

CONSTRUCTION PERMITS

THE APPLICATION

This fact sheet is designed to assist county supervisors as they process construction permit applications for confinement feeding operations, especially those using the master matrix. The state of Iowa requires construction permits for confinement animal feeding operations of 1,000 animal units (AU) or more. As an example 1,000 AU is 2,500 head of finishing swine, 1,000 head of beef cattle or 100,000 broiler chickens. The construction permit applicant must deliver, either in person or by certified mail, a copy of the complete permit application to the county.

Counties are required by law to perform some actions regarding the proposed application. A complete permit application should include the construction permit application form, a construction design statement (CDS) or Professional Engineer (P.E.) certification form, a manure management plan (MMP) and master matrix, if applicable.

COUNTY RESPONSIBILITIES

When the applicant delivers the application, the county needs to perform the following steps:

1) DOCUMENT: Review the application to be sure all the components of the application are included as checked off on the County Receipt form. Time and date stamp the application. Sign and date the County Verification of Receipt form. The applicant is responsible for sending this receipt along with their application to the Iowa Department of Natural Resources (DNR).

2) PROVIDE PUBLIC NOTICE: The DNR logs in the project after formally receiving the construction permit application and the completed County Verification of Receipt form. The DNR then sends a notice to the county by fax and email with instructions to the county. If the application is incomplete, the DNR will request additional material from the applicant.

If there are significant changes, the DNR will request a new county receipt. In this case, several weeks may pass before the DNR sends out the notice to the county. (See sample notice.)

All counties must publish a public notice in the paper, regardless if the master matrix was adopted or not. Publish the notice after the DNR sends an official instruction notice to the county. The DNR's notice will include a sample public notice and provide due dates for completing actions. The county will need to act quickly because public notice is required within 14 days of the county receiving the DNR's official instruction notice. The public notice must include all of the following:

- The name of the person applying to receive the construction permit.
- The name of the township where the confinement feeding operation structure is proposed.
- Each type of confinement feeding operation structure proposed.
- The animal unit capacity of the confinement feeding operation if the construction permit is approved.
- The time and place where the public may examine the application as provided in Iowa Code section 22.2 (the Public Records Law).
- Procedures for providing public comments to the board as provided by the board.

3) SCORE THE MASTER MATRIX: Each year every county has the opportunity to adopt a "construction evaluation resolution" allowing the county to actively participate in the construction permit application process. The resolution is commonly referred to as the master matrix. The

master matrix is a list of additional conditions that an applicant can choose from in order to receive points. The applicant must have 440 out of 880 available points, with one-fourth of the points in three categories in order to obtain a permit. The conditions are intended to lessen the potential impact of the confinement facility to the surrounding area.

The county is required to score the master matrix items claimed by the applicant to see if the claimed points appear acceptable. See the DNR fact sheet “Details of Scoring the Master Matrix “ for a more comprehensive master matrix discussion.

4) VISIT THE SITE: The local DNR field office will contact the county designee and invite them to the site survey at the proposed site. This usually occurs within 30 days of the DNR receiving the application. During the site visit, DNR staff will verify the required separation distances.

5) KEEP A COPY FOR PUBLIC INSPECTION: Keep a copy of the construction permit application on file for public inspection. The application includes the manure management plan and the master matrix.

6) PROVIDE PROOF OF PUBLICATION: If the proposed project does not require a master matrix, then only a proof of publication must be sent to the DNR.

Send a copy of the proof of publication to:

Paul Petitti
Iowa DNR
1900 N Grand Avenue
Gateway N, Suite E17
Spencer, IA 51301
Phone: 712-262-4177
Fax: 712-262-2901
Paul.Petitti@dnr.iowa.gov

7) PROVIDE A PUBLIC HEARING (OPTIONAL): The county may hold a public hearing for any permit application (master matrix or non-master matrix project). The time and place should be on the public notice. The county may submit any comments from the public hearing to the DNR.

8) MAKE A RECOMMENDATION: On a master matrix project, the county must submit its recommendation to either approve or disapprove the permit application. This recommendation is independent of the county’s master matrix scoring. More information can be found in the DNR fact sheet “Details of Scoring the Master Matrix.”

9) SUBMIT TO THE DNR: The county must submit the following documents to the DNR’s Paul Petitti at the address listed above **within 30 days of the county receiving the DNR official instruction notice.** It must be received by the DNR (not just postmarked) within the 30-day time limit:

- a) The written county recommendation to approve or disapprove the permit application, regardless of the master matrix scoring.
- b) The board’s scoring of the matrix along with documentation and justification if points are denied. If the county agrees with the scoring submitted by the applicant, a sentence to that effect is acceptable and no matrix scoring needs to be submitted.
- c) The proof of publication.
- d) The county may also submit any other relevant documents, including those received by interested parties.

Once all materials are received, the DNR begins reviewing the construction permit application. Find more information on the DNR website.

IMPORTANT LINKS	IOWA DNR FIELD OFFICES
<p>DNR Animal Feeding Operations www.iowadnr.gov/afo/</p> <p>Iowa State Association of Counties www.iowacounties.org/News/Topics%20of%20Interest/Matrix%20Information/NewMasterMatrix.htm</p> <p>Questions: Call Gene Tinker at 563-927-2640 or 515-210-1593, or email Kristi Harshbarger at kharsbarger@iowacounties.org.</p>	<p>Northeast Manchester 563-927-2640</p> <p>North central Mason City 641-424-4073</p> <p>Northwest Spencer 712-262-4177</p> <p>Southwest Atlantic 712-243-1934</p> <p>South central Des Moines 515-725-0268</p> <p>Southeast Washington 319-653-2135</p>



IOWA DEPARTMENT OF NATURAL RESOURCES

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
March 9, 2017
ADOPTING A RECOMMENDATION TO THE IOWA DEPARTMENT OF NATURAL
RESOURCES TO APPROVE THE CONSTRUCTION PERMIT APPLICATION OF
THOMAS DITTMER FOR THE EXPANSION OF AN EXISTING CONFINED ANIMAL
FEEDING OPERATION IN SECTIONS 7 AND 18 OF SHERIDAN TOWNSHIP
AND SECTION 12 OF HICKORY GROVE TOWNSHIP

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

- Section 1. Grandview Farms, Inc in the SW ¼ SW ¼ of Section 7 and NW ¼ of Section 18, T79N, R3E (Sheridan Township), and SE ¼ SE ¼ of Section 12, T79N, R2E (Hickory Grove Township) has submitted an application to the Iowa Department of Natural Resources (IDNR) for a construction permit for the expansion of an existing confined animal feeding operation at 11872/12090/12139 240th Street in unincorporated Scott County.
- Section 2. The Scott County Health Department and the Scott County Planning and Development Department have reviewed the construction permit application and the manure management plan and determined that both appear to be in compliance with the requirements of the Master Matrix, Iowa Code Section 459 and Iowa DNR rules.
- Section 3. The Scott County Board of Supervisors has determined that there are not any additional objects or locations not included in the application that are within the required separation distances, the soils and hydrology of the site appear to be suitable for the proposed expansion, and the applicant has adequate land for the application of manure originating from this confinement feeding operation available.
- Section 4. The Scott County Board of Supervisors published public notice of the receipt of said application, accepted written and electronic comments on the application and held a public hearing on March 9, 2017 during its regularly scheduled meeting to receive public comments on the application.
- Section 5. The Scott County Board of Supervisors will submit to the Iowa DNR the written reports it received from the Scott County Planning and Development and Health Departments on which its determination is based, and the documentation of publication of the required public notices. The Board will also submit all the written or electronic comments from the general public it received on this application.
- Section 6. The Scott County Board of Supervisors would recommend that the construction permit application of Grandview Farms be approved based on its compliance with the requirements of the Master Matrix, Iowa DNR rules and Iowa Code regulations for such applications.
- Section 7. 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

March 9, 2017

APPROVAL OF STAFF APPOINTMENTS

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

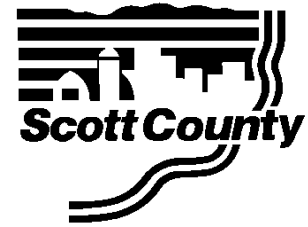
Section 1. The hiring of Stephanie Bloomquist for the position of Cook in the Sheriff's Office at the entry level rate.

Section 2. The hiring of Daniel Richardson for the position of part-time Custodial Worker in the Facility & Support Services Department at the entry level rate.

Section 3. The hiring of Kimberly Hochstein for the position of Clerk II in the Facility & Support Services Department at the entry level rate.

Community Services Department

600 West 4th Street
Davenport, Iowa 52801



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

February 27, 2017

To: Mahesh Sharma
From: Lori A. Elam
Re: Approval of Tax Suspension Request

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

REQUESTED TAX SUSPENSION:

Mary Lou Moore
2514 East 51st Street Unit C
Davenport, IA 52807

Suspend: The 2015 property taxes due in September 2016 and March 2017 in the amount of \$1308.00 including interest.

The applications meet the Board Suspension Policy requirements. It is recommended that the Board suspend the taxes at their next Board meeting.

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
MARCH 9, 2017

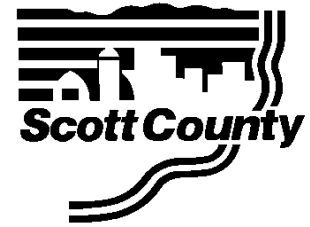
SUSPENDING THE 2015 PROPERTY TAXES DUE IN SEPTEMBER 2016 AND MARCH 2017 FOR MARY LOU MOORE, 2514 EAST 51ST STREET UNIT C, DAVENPORT, IOWA, IN THE AMOUNT OF \$1308.00 INCLUDING INTEREST.

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

- Section 1. The 2015 property taxes due in September 2016 and March 2017 accrued for Mary Lou Moore, 2514 East 51st Street Unit C, Davenport, Iowa, in the amount of \$1308.00 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



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

February 27, 2017

To: Mahesh Sharma
From: Lori A. Elam
Re: Approval of Tax Suspension Request

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

REQUESTED TAX SUSPENSION:

Michael Pace
2518 Glenn Street
Bettendorf, IA 52722

Suspend: The second half of the 2015 property taxes due March 2017 in the amount of \$1176.00.

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

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
MARCH 9, 2017

**SUSPENDING THE SECOND HALF OF THE 2015 PROPERTY TAXES DUE MARCH 2017 FOR
MICHAEL PACE, 2518 GLENN STREET, BETTENDORF, IOWA IN THE AMOUNT OF \$1176.00.**

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

- Section 1. The second half of the 2015 property taxes due March 2017 for Michael Pace, 2518 Glenn Street, Bettendorf, Iowa in the amount of \$1176.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

RISK MANAGEMENT

400 West 4th Street
Davenport, Iowa 52801-1030
(563) 326-8293 Fax (563) 328-8763



MEMO

TO: Mahesh C. Sharma
County Administrator

FROM: Rhonda S. Oostenryk
Risk Manager

SUBJ: Approval of Purchase for Conservation Replacement Vehicle

DATE: February 28, 2017

On January 26, 2017 the Scott County Conservation 2008 Saturn Outlook was involved in an accident in which another driver ran a stop sign colliding with the conservation vehicle. Repairs in the amount of \$13,093 far exceed the value \$9,500 of the vehicle, therefore the vehicle is a total loss.

Scott County Conservation solicited bids for vehicle replacement as follows.

VENDOR	TOTAL
Brown Chevrolet	\$ 31,040
Green Chevrolet	\$ 31,236
Eriksen Chevrolet	\$32,029

It is recommended by Scott County Risk Management and Scott County Conservation that a replacement vehicle be purchased from Brown Chevrolet in the amount of \$31,040.

cc: Roger Kean, Conservation Director
Marc Miller, Deputy Director

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

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

March 9, 2017

APPROVAL OF CONSERVATION REPLACEMENT VEHICLE
IN THE AMOUNT OF \$31,040.00

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

- Section 1. The Scott County Board of Supervisors approves purchasing a replacement vehicle for Conservation from Bob Brown Chevrolet in the amount of \$31,040.00
- 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.scottcountyia.com



February 28, 2017

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, Director of Budget and Administrative Services

SUBJ: Agreement for Municipal Advisor Services – Springsted Incorporated

Springsted Incorporated is the County's municipal advisor for debt issuances, continuing disclosures, and arbitrage calculations. Due to changes within the municipal advisor services market, Springsted Incorporated has prepared an agreement for continuing these services.

The agreement covers general municipal advisory services, securities issuance, arbitrage monitoring, and continuing disclosure services. Responsibility for debt compliance remains with the County. Advisory services to varying degrees are required from external vendors for the County to remain in compliance.

Compensation to Springsted Incorporated vary depending on the type of services: debt issued, non-debt issuance related services, arbitrage and rebate monitoring services, and continuing disclosure services. Further detail is provided appendix B of the agreement. Fees shall be for a 12 month period. The agreement may be canceled by either party upon thirty (30) days written notice. Appropriation is estimated each year and is provided within the County's debt service fund.

It is recommended, the county enter into the agreement with Springsted, Incorporated. I will be in attendance at the March 7th Committee of the Whole meeting for any other questions.

AGREEMENT FOR MUNICIPAL ADVISOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made as of the 27 day of February, 2017 (the "Effective Date"), by and between Scott County and Scott County Public Safety Authority, Davenport, Iowa ("Client") and Springsted Incorporated ("Advisor").

WHEREAS, the Client wishes to retain the services of the Advisor on the terms and conditions set forth herein, and the Advisor wishes to provide such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Dodd-Frank Compliance. Springsted is a Municipal Advisor as defined in Section 15B of the Securities Exchange Act of 1934 and as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. For purposes of any Municipal Advisor Services rendered by Advisor, Springsted affirms that it is registered as a Municipal Advisor and in good standing with both the Securities and Exchange Commission (registration #867-00226) and the Municipal Securities Rulemaking Board (registration #K0457). The Advisor shall maintain such registration and compliance with applicable laws and regulations as they pertain to Municipal Advisors during the term of this Agreement.
2. Engagement; Duties. On the terms and conditions set forth herein, Client hereby engages Advisor as its Municipal Advisor. Advisor shall provide those services described in **Appendix A** to Client on an as-requested basis by Client; provided, however, that Advisor's obligations under this Agreement shall be expressly limited to such services. Notwithstanding the foregoing, if Client requests Advisor to provide services in connection with a particular municipal issuance-related matter and the parties agree that the services that will be required to be provided in connection therewith differ in scope from those services set forth on **Appendix A**, the parties shall negotiate a mutually agreeable set of services that will be provided by Advisor to Client. Upon the parties' agreement to a particular set of alternate services, Advisor shall deliver to Client an addendum to this Agreement (an "Addendum"). Any such Addendum shall set forth the scope of Advisor's engagement with respect to such municipal issuance-related matter, as well as any alterations to the terms of this Agreement that may have been agreed upon by the parties in connection with such alternate services.

Client authorizes its Director of Budget and Administrative Services ("Client Representative") to discuss with Advisor the terms of any such Addendum, and authorizes Client Representative to consult with other Client staff or counsel in order to take any and all actions necessary to negotiate, receive, acknowledge or undertake any other step(s) necessary to effectuate any such Addendum on behalf of Client.

3. Compensation and Expenses. Client shall compensate the Advisor and be responsible for the payment of such expenses as set forth on, and in accordance with, **Appendix B** attached hereto. Unless otherwise noted in Appendix B, compensation shall be due to the Advisor within thirty (30) days of the invoice date. The fees set out herein shall be effective for the twelve (12) month period immediately following the Effective Date and shall extend to any service provided by the Advisor pursuant to this Agreement within said 12-month period. Thereafter, the Advisor's compensation shall be at the rates charged other similar clients as of the time a Debt Obligation is commenced.
4. Term and Termination. This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party for any reason upon thirty (30) days prior written notice to the other party. Provided, however, that a termination of this Agreement shall not relieve Client of its obligations to pay Advisor for all services rendered and reimbursable expenses incurred prior to the effective date of termination.
5. Indemnification; Sole Remedy. The Client and the Advisor each hereby agree to indemnify, defend and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error, material misstatement or omission of the indemnifying party in connection with any information provided, or the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party.

Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation, changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party.

Neither party shall be entitled to indemnification under this Agreement for Damages related to any service provided hereunder more than three years prior to the date on which a claim for indemnification is first asserted in writing and delivered to the party from which indemnification is asked.

Whenever the Client or the Advisor becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly provide written notice to the other, which shall include a description of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this section shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.

6. Confidentiality; Disclosure of Information.

6.1 Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Advisor, or which the Advisor becomes aware of in the performance of its duties hereunder ("Client Information"), shall be deemed by the parties to be the property of the Client. Advisor may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

6.2 Advisor Information. The Client acknowledges that, in connection with the performance by the Advisor of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Advisor ("Advisor Information"). The Client acknowledges that all Advisor Information, except reports prepared by the Advisor for the Client, is confidential and proprietary to the Advisor, and Client agrees that it will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Advisor.

7. Conflicts of Interest. Client acknowledges that it has received those disclosures set forth and contained within **Appendix C** attached hereto and incorporated herein by reference. Client further acknowledges that it has been given the opportunity to raise questions and discuss the above-referenced matters with Advisor and that it fully appreciates the nature of these conflicts and corresponding disclosures. Client hereby waives such conflicts. In the event any conflict arises during the term of this Agreement, Advisor will promptly disclose the same. Upon receiving any additional disclosures, Client agrees that it will carefully consider any such conflicts, will seek independent advice if it determines it is appropriate, and will, in a writing executed by Client Representative, specifically acknowledge the conflict(s) and, so long as Client believes that Advisor is able to appropriately manage the above-referenced conflicts, authorize Advisor to proceed with the engagement.

8. Dispute Resolution. Upon any dispute under this Agreement, and for a period of 30 days following written notice of a claim or dispute, the senior management of the parties shall first attempt to resolve the dispute informally. If informal dispute resolution is unsuccessful, within 30 days thereafter, the parties shall submit the matter to non-binding mediation before a mutually agreed, certified, neutral third party mediator. If the parties cannot agree upon a mediator, the matter shall be submitted to the American Arbitration Association, Commercial Mediation Division, for selection of a mediator. The parties shall share the cost of the mediator and pay their own mediation expenses and attorney fees. If mediation is unsuccessful, the parties may pursue all available legal and equitable remedies.

9. Miscellaneous.

- 9.1 No Underwriting Participation. The Advisor shall not during the term of this Agreement directly or indirectly engage in the underwriting of any securities issuance.
- 9.2 Delegation of Duties. The Advisor shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- 9.3 No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- 9.4 Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Advisor from entering into separate agreements for other projects.
- 9.5 Governing Law. The parties agree and acknowledge that any action brought for breach of this Agreement or to enforce any of its provisions shall be brought in Ramsey County District Court, Minnesota. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 9.6 Change in Laws or Regulations. The parties agree and acknowledge that changes in law or regulations issued by federal or state authorities may affect the terms of this Agreement. If there are any changes in law or regulations made after the date of this Agreement, the Client agrees to amend this Agreement if required, to maintain compliance with all applicable laws and regulations. Unless stated otherwise in this Agreement, Advisor may amend this agreement at any time by providing thirty (30) days advance written notice to Client. If no objection is made by the client within thirty (30) days following delivery of such notice, Advisor will assume Client's inactivity constitutes consent.
- 9.7 Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- 9.8 Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

Scott County
600 West 4th Street
Davenport, IA 52801-1030
Attention: David Farmer

If to the Advisor, to:

Springsted Incorporated
380 Jackson Street, Suite 300
Saint Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

FOR CLIENT

SPRINGSTED INCORPORATED

David Farmer
Print Name
Director of Budget and Administrative Services
Title

Bonnie Matson
Print Name
Principal
Title

APPENDIX A OF AGREEMENT BETWEEN

**Scott County and Scott County Public Safety
Authority, Davenport, Iowa**

AND

Springsted Incorporated

Effective as of February 27, 2017

SCOPE OF SERVICES

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a "Project"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan or plans for a particular Project that may be available and appropriate for such Project.
4. Recommend to the Client a plan for any Project.
5. Advise the Client on current market conditions, federal, state or other law considerations, and other general information and economic data that might be relevant to any Project.
6. Assist Client in coordinating the activities between various parties to any Project as needed.
7. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to a Project. Services that may be procured may include, but are not limited to: general counsel; special tax counsel; credit facilities; credit rating; and engineering or design services.
8. Assist with the review of all documents, including but not limited to any governing body resolutions, purchase agreement, and any other relevant documents.
9. Assist the Client with other components of a Project as requested and agreed upon.
10. Coordinate with the proper parties and oversee the completion of each Project.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any new money issuance, refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), the Advisor shall perform the following services, as applicable:

1. Provide general financial advice relative to any Transaction.
2. Survey the financial resources of the Client to determine its borrowing capacity and analyze existing debt structure as compared to the existing and projected sources of revenues.
3. Assist in the development of a plan or plans for the financing or refinancing of any improvements through the issuance of general bond obligations, loans and/or notes, school bonds, revenue or refunding bonds, or

other type of financing alternatives that may be available and appropriate for the particular issuance (“Debt Obligations”).

4. Recommend to the Client an amount, the maturity structure, call provisions, pricing, and other terms and conditions of the Debt Obligation.
5. Advise the Client on current market conditions, forthcoming bond, loans and note issues, federal, state or other tax law considerations, and other general information and economic data that might normally be expected to influence the interest rates of the financing.
6. Assist the Client in the analysis of and the selection of a credit rating firm or Firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
7. Advise the Client on utilizing credit enhancement and provide assistance in seeking such credit enhancement if, in the opinion of the Advisor, such credit enhancements would be advantageous to the Client.
8. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
9. Assist Client in selecting and, working with, members of a working group to procure services deemed necessary to the issuance or post-issuance requirements of the Debt Obligation. Services that may be procured may include, but are not limited to: bond counsel; special tax counsel; disclosure counsel; trustee selection; paying agent selection; credit facilities; underwriter; and printing services.
10. Assist with the review of all financing documents, including but not limited to the preliminary and final offering statement, any governing body resolutions, purchase agreement, and any official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with the information they need to render an independent, informed purchase or investment decision concerning the Client’s proposed financing.
12. Coordinate with the proper parties and oversee the closing process so as to ensure the efficient delivery of the Debt Obligations to the applicable purchaser.

C. Arbitrage Monitoring Services

Upon receipt of written authorization by the Client to proceed, Advisor shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service (“IRS”) Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the period of time designated for any such Debt Obligation. In carrying out its duties, the Advisor shall periodically, for each specified Debt Obligation:

1. Determine the yield on the applicable Debt Obligation;
2. Determine if spending exceptions have been met;
3. Determine the amount of any arbitrage payment due the IRS;
4. Notify Client and/or its designee of any liability amount;
5. Prepare for submission by Client the form/s with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation;

Client agrees to timely provide the Advisor with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;

- b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition;
4. Any other information necessary for the Advisor to make the calculations required for the specified Debt Obligation.

D. Continuing Disclosure Services

Upon receipt of written authorization from the Client to proceed, Advisor shall, based on the information supplied thereby, assist Client in satisfying its obligations for specified Debt Obligations under any applicable continuing disclosure undertaking executed by and requiring the Client to provide certain financial information and operating data and timely notices of the occurrence of certain events determined to be significant to investors. Such assistance will include the following for each specified Debt Obligation:

1. Compile, as needed, and file an annual report according to the continuing disclosure undertaking (the "Undertaking") executed by Client pursuant to SEC Rule 15c2-12(b)(5) for the Debt Obligation(s) for submission by Client to the Municipal Securities Rulemaking Board (MSRB) and the State Information Depository (SID), as applicable. The annual report will generally include:
 - a) An annual audited financial statement to be prepared by Client's accountants.
 - b) Updates of certain specified operating and financial data if not included in the annual audited financial statement.
2. Monitor through periodic requests for information, the significant events listed in the Undertaking and assist, as necessary, in the drafting and filing of a significant event notice relative thereto.
3. Advisor will furnish a receipt of filing for any continuing disclosure filing made within 30 days after its submission to the MSRB.

Client agrees to provide the Advisor with accurate information with respect to compiling the annual report in a timely manner and to fully disclose to Advisor any significant events as they occur.

APPENDIX B OF AGREEMENT BETWEEN

**Scott County and Scott County Public Safety
Authority, Davenport, Iowa**

AND

Springsted Incorporated

Effective as of February 27, 2017

A. COMPENSATION FOR SERVICES RELATING TO CLIENT'S DEBT OBLIGATIONS

1. a. General obligation debt:
 - \$7 per \$1,000 for the first \$2,500,000 of bonds issued
 - \$1 per \$1,000 for amounts over \$2,500,000 of bonds issued
 - Minimum bond issuance fee - \$12,500
- b. The foregoing schedule shall include the Advisor's services through closing of a Debt Obligation. If the Advisor performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in paragraph B of this appendix.
- c. A single Debt Obligation with multiple financing plans is charged per plan with a discount of \$4,000 per plan applied after the first plan.
- d. Non ad valorem supported debt and advance refunding shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- e. Debt Obligations dependent on successful referenda shall be compensated at 1.10 times the fee set out in paragraph 1.a. above.
- f. In the event it is necessary for the Advisor to repeat Debt Obligation services because of events beyond the Advisor's control, the Advisor shall be compensated for such repetitive services at the hourly rates set out in the foregoing paragraph B. of this Appendix. The Advisor shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and the Advisor.
- g. The Advisor's fees shall be payable as follows:
 - (i) For a Debt Obligation, fees shall be contingent upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, the Advisor shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance does not close for a reason that is beyond the control of the Client and without fault of the Client, then the Advisor shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.
 - (iv) If a Client Debt Obligation is abandoned for any reason and the Advisor is without fault for such abandonment, the Advisor shall be paid a fee in the amount that would have been due if the Advisor's services to the point of abandonment had been charged at the hourly rate set out in paragraph B. herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to the Advisor of abandonment or whenever the Client has taken no action with respect to the Debt Obligation within one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization

referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and the Advisor.

2. The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

B. HOURLY RATES FOR NON-DEBT ISSUANCE RELATED SERVICES

Principal, Senior Officer	\$260
Senior Professional Staff	\$215
Professional Staff.....	\$160
Associates	\$ 75

C. ARBITRAGE AND REBATE MONITORING SERVICES

1. Fees for arbitration services shall be as applied as follows:
 - a. \$1,500 per determination per Debt Obligation when such determinations are made annually as of the selected computation date of the applicable Debt Obligation's date of issuance, or
 - b. \$1,500 for the first year, plus \$400 for each additional year up to a five year period per determination for each Debt Obligation when such determinations are made for periods in excess of one year.
2. At such time as the original proceeds and investment earnings thereon are completely expended and only a non-commingled bona fide debt service fund remains, the Advisor will notify the Client if compliance with the arbitration provisions can be accomplished through monitoring of the Debt Service fund. In the event such recommendation is made and it is accepted by the Client, the Advisor will perform monitoring activities for a fee of \$400 for annual monitoring or \$850 for monitoring at the close of every fifth bond year. If, for any determination period, monitoring reveals that the debt service fund is no longer bona fide and a rebate calculation must be performed, any charge for monitoring for that determination period will apply toward the applicable fee for rebate and arbitration services.
3. If (i) separate information for each Debt Obligation is not provided, (ii) Advisor is required to perform allocations of investments among funds, or (iii) the Advisor is required to perform other analysis, additional compensation will be charged for such allocations/analyses at the hourly rates in paragraph B.

D. CONTINUING DISCLOSURE SERVICES

Report preparation and filing per type of obligation:

- a. Full disclosure report created by Advisor, \$1,300, plus \$200 each debt obligation
- b. Full or limited disclosure official statement with updated data that can be referenced, \$0, plus \$200 each debt obligation
- c. Full disclosure all operating data included within CAFR, \$600, plus \$200 each debt obligation
- d. Limited disclosure, \$600, plus \$200 each debt obligation

E. EXPENSES AND HOURLY FEES

Amounts due the Advisor for expenses and services charged at hourly rates shall not be contingent.

APPENDIX C OF AGREEMENT BETWEEN

Scott County and Scott County Public Safety
Authority, Davenport, Iowa

AND

Springsted Incorporated

Effective as of February 27, 2017

CONFLICTS OF INTEREST

Contingent Fee. The fees to be paid by the Client to Springsted are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because Springsted may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Springsted may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Springsted manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entity clients which require it to put the interests of the Client ahead of its own and its duty of fair dealing that it owes to obligated person clients which require it to deal fairly with all persons.

Affiliated Entities and Subsidiaries. Springsted's wholly owned subsidiary, Springsted Investment Advisors Incorporated ("SIA") may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Springsted may act as solicitor for and recommend the use of SIA, but Client shall be under no obligation to retain SIA or to otherwise utilize SIA relative to Client's investments. The fees paid with respect to investments are based in part on the size of the issuance proceeds and Springsted may have incentive to recommend larger financings than would be in the Client's best interest. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains SIA's services and adherence to Springsted's fiduciary duty and/or fair dealing obligations to the Client.

Springsted's wholly owned subsidiary, Waters & Company, Incorporated ("Waters"), may provide services to the Client in connection with human resources consulting, including, but not limited to, executive search and community survey services. In such instances, such services will be provided under a separate engagement, for an additional fee. Certain executives of the Client may have been hired after utilizing the services of Waters and may make decisions about whether to engage the services of Springsted. Notwithstanding the foregoing, Springsted may recommend the use of Waters, but Client shall be under no obligation to retain Waters or to otherwise utilize Waters relative to the Client's activities. Springsted will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship and adherence to Springsted's fiduciary duty to the Client.

No additional conflicts of interest have been identified by Springsted. To the extent any such material conflicts of interest arise after the date of this disclosure document, Springsted will provide information with respect to such conflicts in the form of a supplement to this disclosure.

LEGAL OR DISCIPLINARY EVENTS

Springsted is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Springsted is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Springsted. Pursuant to MSRB Rule G-42, Springsted is required to disclose any legal or disciplinary event that is material to the Client's evaluation of

Springsted or the integrity of its management or advisory personnel. There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Springsted. Copies of Springsted filings with the United States Securities and Exchange Commission ("SEC") can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Springsted Incorporated or for our CIK number which is 1613940.

Arbitrage Monitoring Services

Authorization to Engage Services

Pursuant to the Agreement for Arbitrage Monitoring Services ("Agreement") by and between Scott County and Scott County Public Safety Authority, Davenport, Iowa ("Client") and Springsted Incorporated ("Advisor") effective February 27, 2017, Client wishes to retain the services of the Advisor to provide arbitrage calculations required by Section 148 of the Internal Revenue Service Code and related U.S. Treasury regulations with respect to the following Debt Obligation(s):

Bond Issue	Closing Date	Frequency
\$10,445,000 Taxable General Obligation Emergency Service Communication Bonds, Series 2009A (Build America Bonds- Direct Pay)	12/17/2009	5th Year
\$2,755,000 General Obligation Urban Renewal Refunding Bonds, Series 2009B	12/17/2009	5th Year
\$9,750,000 Jail Facilities Revenue Refunding Bonds, Series 2012 (PSA)	12/27/2012	5th Year
\$7,925,000 Jail Facilities Revenue Refunding Bonds, Series 2013 (PSA)	1/9/2013	5th Year
\$8,215,000 General Obligation County Solid Waste Disposal Bonds, Series 2015A	12/7/2015	5th Year

PSA - Issued by Scott County Public Safety Authority

Acceptance:

FOR CLIENT

SPRINGSTED INCORPORATED

David Farmer

Bonnie Matson

Print Name

Print Name

Director of Budget and Administrative Services

Principal

Title

Title

Continuing Disclosure Services

Authorization to Engage Services

Pursuant to the Agreement for Continuing Disclosure Services (“Agreement”) by and between Scott County and Scott County Public Safety Authority, Davenport, Iowa (“Client”) and Springsted Incorporated (“Advisor”) effective February 27, 2017, Client wishes to retain the services of the Advisor to provide continuing disclosure services required by Securities and Exchange Commission Rule 15c2-12(b)(5) for submissions to the Municipal Securities Rulemaking Board with respect to the following Debt Obligation(s):

General Obligation

- \$10,445,000 Taxable General Obligation Emergency Services Communication Bonds, Series 2009A
(Build America Bonds – Direct Pay)
- \$2,755,000 General Obligation Urban Renewal Refunding Bonds, Series 2009B
- \$8,215,000 General Obligation County Solid Waste Disposal Bonds, Series 2015A

Jail Facilities Revenue (Scott County Public Safety Authority)

- \$9,750,000 Jail Facilities Revenue Refunding Bonds, Series 2012
(Scott County, Iowa Unlimited Tax Lease Obligations)
- \$7,925,000 Jail Facilities Revenue Refunding Bonds, Series 2013
(Scott County, Iowa Unlimited Tax Lease Obligations)

Acceptance:

FOR CLIENT

SPRINGSTED INCORPORATED

David Farmer

Bonnie Matson

Print Name

Print Name

Director of Budget and Administrative Services

Principal

Title

Title

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

March 9, 2017

APPROVING THE AGREEMENT FOR MUNICIPAL ADVISOR SERVICES WITH
SPRINGSTED INCORPORATED.

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

Section 1. The renewal agreement of one-year increments beginning February 27, 2018 of the municipal advisory agreement, which automatically renews on an annual basis at then-current rates and may be terminated with at least thirty days' notice, for general municipal advisory services, securities issuance, arbitrage monitoring services and continuing disclosure services.

Section 2. The Director of Budget and Administrative Services is hereby authorized to sign the contract document on the behalf of the Board of Supervisors.

Section 3. This resolution shall take effect immediately.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 9, 2017

APPROVAL OF APPOINTMENT OF ANN SCHERER TO THE
BENEFITED FIRE DISTRICT #3

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

Section 1. That the appointment of Ann Scherer, rural Davenport, Iowa, to the Benefited Fire District #3 for a three (3) year term expiring on April 1, 2020 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

March 9, 2017

APPROVAL OF APPOINTMENT OF DONNA FURROW TO THE
BENEFITED FIRE DISTRICT #4

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

Section 1. That the appointment of Donna Furrow, Eldridge, Iowa, to the Benefited Fire District #4 for a three (3) year term expiring on April 1, 2020 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

March 9, 2017

APPROVAL OF APPOINTMENT OF KIM GUY TO THE
ZONING BOARD OF ADJUSTMENT

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

Section 1. That the appointment of Kim Guy, Davenport, Iowa to the
Zoning Board of Adjustment for a five (5) year term expiring on
May 1, 2022 is hereby approved.

Section 2. This resolution shall take effect immediately.