

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
December 11 - 15, 2017

Tuesday, December 12, 2017

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

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

Presentation

- ___ 2. Baker Tilly for FY 18 Audit Presentation.....8:30 a.m.
- ___ 3. Presentation of PRIDE recognition for years of service.....9:00 a.m. (Item 3)
- ___ 4. Recognizing the retirements of Mary Cormier, Auditor's Office, and Rhonda Skahill, Treasurer's Office. (Item 4)
- ___ 5. Presentation of the 2017 Excellence in Energy Efficient Design Award for the Sheriff Patrol Headquarters Project recognizing outstanding efforts in reducing energy usage.
- ___ 6. FY18 Distinguished Budget Presentation Award. (Item 6)
- ___ 7. Presentation of PRIDE Recognition for Employee of the Quarter.

Facilities & Economic Development

- ___ 8. Acceptance and approval of four streets in Park View into the County Secondary Road system. (Item 8)
- ___ 9. First reading placing stop signs in Park View. (Item 9)

Human Resources

- ___ 10. Staff appointment. (Item 10)

Finance & Intergovernmental

- ___ 11. 28E Agreement for tobacco enforcement with Iowa Alcoholic Beverages Division. (Item 11)
- ___ 12. Board appointments. (Item 12)

___ 13. Upcoming appointments for Boards & Commissions

- o Don McCollam - Benefited Fire District #2 expires 3/10/18
- o Bill Blanche - Benefited Fire District #3 expires 4/1/18
- o Donald DeWulf- Benefited Fire District #4 expires 4/1/18

Other Items of Interest

___ 14. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, December 14, 2017

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

HUMAN RESOURCES DEPARTMENT
600 W. 4th Street
Davenport, Iowa 52801-1030



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

December 4, 2017

TO: Mary Thee
Assistant County Administrator

FROM: Barb McCollom
Human Resources Generalist

RE: YEARS OF SERVICE RECOGNITION CEREMONY

The following is a list of individuals who will be recognized for years of service on **Tuesday, December 12, 2017 at 9:00 a.m.** through the recognition program.

Employee	Department	Date of hire	Years of Service
David Wallace	Sheriff	10/08/12	Five
Vanessa Wierman	Human Resources	11/14/12	Five
Mitch Gealy	FSS	11/26/12	Five
Greg Burnett	Community Services	10/29/07	Ten
Jon Moore	Sheriff	10/29/07	Ten
Kathy Walsh	Attorney	11/13/07	Ten
Amy Lueders	Sheriff	12/03/07	Ten
Yvonne Bright	Sheriff	12/20/07	Ten
Brenda Moore	Auditor	11/06/97	Twenty
Barb Schloemer	Administration	12/29/97	Twenty
Sally Marten	Attorney	11/16/92	Twenty-five
Burt Graham	Secondary Roads	11/30/87	Thirty

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December 4, 2017

TO: Mary Thee
 Assistant County Administrator

FROM: Barb McCollom
 Human Resources Generalist

RE: RETIREMENT RECOGNITION

The following employee(s) will be recognized for their upcoming retirement from Scott County on **Tuesday, December 12, 2017**.

Employee	Department	Date of hire	Retirement Date
Mary Cormier	Auditor	10/23/74	12/29/17
Rhonda Skahill	Treasurer	09/15/86	12/29/17

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

December 14, 2017

RECOGNIZING MARY CORMIER'S RETIREMENT
FROM THE AUDITOR'S OFFICE

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

Section 1. That said Board of Supervisors does hereby recognize the retirement of Mary Cormier and conveys its appreciation for 43 years of faithful service to Scott County.

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

December 14, 2017

RECOGNIZING RHONDA SKAHILL'S RETIREMENT
FROM THE TREASURER'S OFFICE

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

Section 1. That said Board of Supervisors does hereby recognize the retirement of Rhonda Skahill and conveys its appreciation for 31 years of faithful service to Scott County.

Section 2. This resolution shall take effect immediately.

SCOTT COUNTY NEWS RELEASE
December 12th, 2017

**SCOTT COUNTY, IOWA IS AWARDED HIGHEST HONOR IN
GOVERNMENTAL BUDGETING**

Carol Earnhardt, Chair of the Scott County Board of Supervisors announced today that Scott County has received the Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada (GFOA) for Scott County's current FY18 Budget.

Scott County is one of only three Iowa counties (Scott, Johnson, and Linn County) to hold the Distinguished Budget Presentation Award. The County has received this award for the last twenty-three consecutive years. Only 14 of the 1,553 governmental units in the State of Iowa currently hold this honor.

Carol Earnhardt stated that this award is the highest form of recognition in governmental budgeting. Its attainment represents a significant accomplishment by the elected officials and management of Scott County and reflects their commitment to meeting the highest principles of governmental budgeting.

In order to receive the award, Scott County had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as 1) A policy document 2) A financial plan 3) An operations guide 4) Communications device. Budget documents must be rated "proficient" in all four categories to receive this award.

For budgets, including fiscal periods beginning in 2016, the most recent year data is available, over 1,612 governmental entities have received the Distinguished Budget Presentation Award nationwide. Award recipients have pioneered efforts to improve the quality of budgeting and provide excellent examples for other governments throughout North America.

Carol Earnhardt stated that the Board designates the achievement of this certification as a high priority. The Board expressed their appreciation to Mahesh Sharma, County Administrator, David Farmer, Director of Budget and Administrative Services and to the County's designated budget analysts and support staff for their work and professional guidance in helping the county to obtain this governmental budgeting honor.

The budget analysts and support staff members that developed the 2018 budget are listed below:

Ed Rivers	Health Director
Pam Brown	Office Administrator, Sheriff's Department
Chris Berge	ERP/ECM Budget Analyst
Allison Hart	Operations Manager, Recorder's Office
Lori Elam	Community Services Director
Tim Huey	Planning & Development Director
Craig Hufford	Financial Management Supervisor, Treasurer's Office
David Farmer	Director of Budget and Administrative Services
Roland Caldwell	Operations Manager, Auditor's Office
Kathy Walsh	Office Administrator, Attorney's Office
Amber Sullivan	Administrative Assistant, Conservation Department
Renee Luze-Johnson	Administrative Assistant, Administration

The GFOA is a non-profit professional association serving over 19,000 government finance professionals throughout North America. GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

For more information on this press release please contact:

David Farmer, CPA, Director of Budget and Administrative Services
Scott County Administrative Center
600 West 4th Street
Davenport, IA 52801-1003
563-326-8651

Todd Buikema
Government Finance Officers Association
180 North Michigan Avenue
Chicago, IL 60601
312-977-9700

SCOTT COUNTY ENGINEER'S OFFICE

950 E Blackhawk Trail
Eldridge, Iowa 52848

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.com
WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGIE KERSTEN
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Acceptance & Approval of Four streets in Park View

DATE: December 7, 2017

The final plat of Dexter's 7th in Park View was approved by the Board of Supervisors on June 1, 2017 and work on all streets and storm sewers are complete and have been approved. The developer has requested that the County be taken into the County system and they have supplied the required Bond. The new streets are contiguous with existing streets in Park View from previous additions. Based on this, I recommend acceptance of these streets into the County secondary road system.

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

December 14, 2017

APPROVAL AND ACCEPTANCE INTO THE COUNTY ROAD SYSTEM FOUR STREETS IN
PARK VIEW - DEXTER'S 7TH.

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

Section 1. That part of Hillside Drive, Cait Court, part of
Park View Drive and Cait Drive in Park View - Dexter's 7th
Subdivision have been constructed in accordance with the
plans, specifications and Scott County requirements.

Section 2. That the developer has requested that these streets
be taken into the county road system of Scott County and has
supplied the required maintenance bond.

Section 3. That the following listed streets be accepted and
taken into the County secondary road system and maintained
by the Secondary Road Department.

Hillside Drive	-	480.84 LFT	0.091 Mi.
Cait Court	-	439.83 LFT	0.083 Mi.
Park View Drive	-	1019.11 LFT	0.193 Mi.
Cait Drive	-	456.28 LFT	0.086 Mi.

Section 4. This resolution shall take effect immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E Blackhawk Trail
Eldridge, Iowa 52848

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.com
WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGIE KERSTEN
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

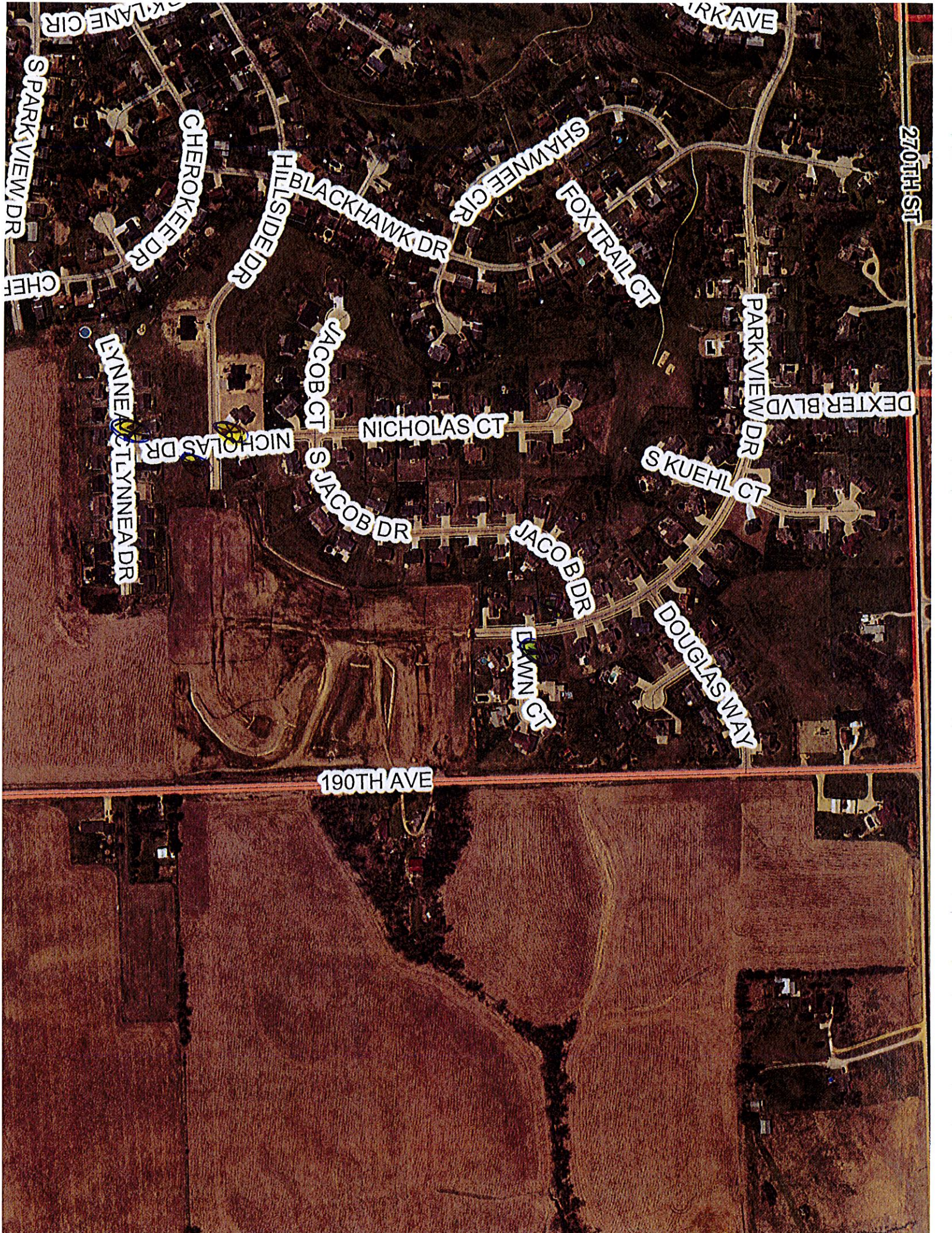
TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: First Reading placing stop signs in Park View

DATE: December 14, 2017

With the addition of Dexter's 7th to Park View, there are 0.453 mi of streets that have been added to our system. The new streets create three new intersections and also creates stopping situations at two other locations. We have evaluated the intersections and in order to allow the public to safely travel through this new area, we feel that nine new stop signs should be placed. Stop sign locations are shown on the attached aerial photo and plat of the area.



270TH ST

URK AVE

CRKLANE CIR

SPARK VIEW DR

CHEROKEE DR

HILLSIDE DR

BLACKHAWK DR

SHAWNEE CIR

FOXTRAIL CT

PARK VIEW DR

DEXTER BLVD

LYNNEA DR

NICHOLAS DR

NICHOLAS CT

JACOB CT

S JACOB DR

SKUEHL CT

JACO B DR

DOUGLAS WAY

LAWN CT

190TH AVE

DEXTER ACRES SEVENTH ADDITION

FINAL PLAT OF
TO SCOTT COUNTY, IOWA
BEING PART OF THE NORTHEAST QUARTER OF SECTION 31
TOWNSHIP 50 NORTH, RANGE 4 EAST OF THE 5TH PAW.

OWNER	ADDRESS	AREA	ACRES	REMARKS
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GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

2. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

3. THE SURVEY WAS MADE BY THE SURVEYOR IN ACCORDANCE WITH THE

4. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

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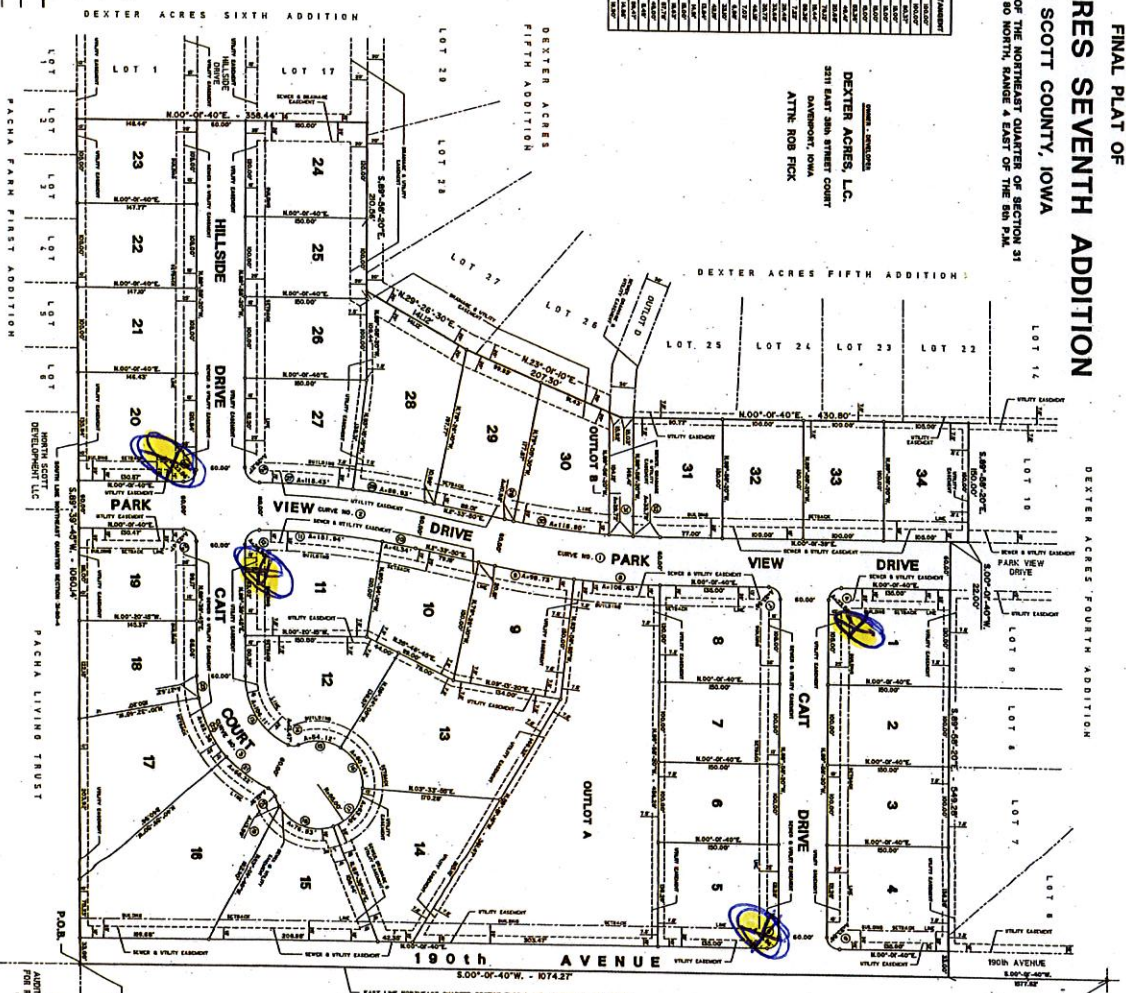
10. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

MEDACOM
CENTRAL SCOTT TELEPHONE

MEDAMERICAN ENERGY COMPANY
ALLIANT ENERGY

VERBERG - MEYER
CONSULTING ENGINEERS, P.C.

1000 UNIVERSITY AVENUE, SUITE 100
DES MOINES, IOWA 50319
PHONE: 563-281-1111
FAX: 563-281-1112



LOT	AREA	ACRES	REMARKS
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VERBERG - MEYER
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1000 UNIVERSITY AVENUE, SUITE 100
DES MOINES, IOWA 50319
PHONE: 563-281-1111
FAX: 563-281-1112

SCOTT COUNTY ORDINANCE NO 17-_____

AN ORDINANCE TO AMEND CHAPTER 13, SEC. 13-47A-10m through 10t OF THE SCOTT COUNTY CODE RELATIVE TO PLACEMENT OF STOP SIGNS ON SCOTT COUNTY SECONDARY ROADS.

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

SECTION 1.

Under Sec. 13-47A-10m - to read: From the North and South Entrance of Nicholas Drive and Hillside Drive intersection.

Under Sec. 13-47A-10n - to read: From the North Entrance of Nicholas Drive and Lynnea Drive intersection.

Under Sec. 13-47A-10o - to read: From the East Entrance of Cait Court and East Park View Drive intersection.

Under Sec. 13-47A-10p - to read: From the West Entrance of Hillside Drive and East Park View Drive intersection.

Under Sec. 13-47A-10q - to read: From the East Entrance of Cait Drive and East Park View Drive intersection.

Under Sec. 13-47A-10r - to read: From the West Entrance of Cait Drive and 190th Avenue intersection.

Under Sec. 13-47A-10s - to read: From the East Entrance of Dawn Court and East Park View Drive intersection.

Under Sec. 13-47A-10t - to read: From the West Entrance of Jacob Drive and East Park View Drive intersection.

SECTION 2.

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

SECTION 3. SEVERABILITY CLAUSE

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

SECTION 4. REPEALER

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

SECTION 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect after its

final passage and publication as by law provided.

APPROVED this _____ day of _____, 2017.

Carol Earnhardt, Chairperson
Scott County Board of Supervisors

ATTESTED BY:

Roxanna Moritz
Scott County Auditor

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Mary Stansbury for the position of Payroll Specialist in the Auditor's Office at the entry level rate.

TIM LANE
Scott County Sheriff



SHAWN ROTH
Chief Deputy Sheriff

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

400 West 4th Street
Davenport, Iowa 52801-1104

BRYCE SCHMIDT
Chief Deputy Sheriff

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: December 12, 2017

Memo To: Board of Supervisors

From: Sheriff Tim Lane

**REF: 28E Agreement for Tobacco Enforcement with Iowa Alcoholic
Beverages Division**

Attached is the 28E Agreement for tobacco, alternative nicotine and vapor product enforcement with the Iowa Alcoholic Beverages Division.

The Sheriff's Office is required to complete two compliance checks and is reimbursed by the Iowa Alcoholic Beverages Division for costs.

Please feel free to contact me with any questions.

**28E AGREEMENT FOR
TOBACCO, ALTERNATIVE NICOTINE AND
VAPOR PRODUCT ENFORCEMENT**

SCHEDULE 3

THIS AGREEMENT is made and entered into on this ____ day of _____, 2017 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Scott County Sheriff (The “Department”). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Iowa ABD. The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

1.2 Department. The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Scott County Sheriff
400 W 4th St, Davenport, IA 52801

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2018, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement. The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may

include enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until October 1, 2017.

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2018**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2017 business year, but not before October 1, 2017. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2017 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2018**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2018**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

5.1.3 Youth Volunteers. Utilization of youth volunteers is strongly encouraged where feasible. The Department may compensate the youth involved in the compliance

checks in a manner consistent with Section 6. Keep in mind that the federal government (SYNAR) will not allow minors under the age of sixteen (16) to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with a youth younger than age 16.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce youth tobacco, alternative nicotine and vapor product laws by ticketing youth offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

5.2 **Responsibilities of the ABD.**

- 5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 **Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited

to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.
- 6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2017** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.
- 6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:
- 6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of youth participants. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.
- 6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.2, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance

continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

11.1 **By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

11.2 **By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

12.1 **Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.

13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.

- 13.3 Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman
Tobacco Program Coordinator
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-281-7434
Email: Ekman@IowaABD.com

If to Department: ~~Sheriff Dennis Conard~~ Tim Lane
Scott County Sheriff
400 W 4th St
Davenport, IA 52801
Email: timothy.lane@scottcountyiowa.com

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to

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

December 14, 2017

APPROVAL OF 28E AGREEMENT FOR TOBACCO ENFORCEMENT WITH IOWA
ALCOHOLIC BEVERAGES DIVISION AND THE SCOTT COUNTY SHERIFF'S OFFICE

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

- Section 1. That the 28E Agreement for tobacco enforcement with Iowa Alcoholic Beverages Division and the Scott County Sheriff's Office is hereby approved.
- Section 2. That the Scott County Sheriff is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF VERN HARVEY
TO THE BEAUTIFICATION FOUNDATION

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

Section 1. That the appointment of Vern Harvey, Davenport, to the
Beautification Foundation for a one (1) year term expiring on
December 31, 2018 is hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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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

December 14, 2017

APPROVAL OF APPOINTMENT OF DR. KATHLEEN HANSON AND
DR. LARRY SQUIRE TO THE BOARD OF HEALTH

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

- Section 1. That the appointments of Dr. Kathleen Hanson and Dr. Larry Squire to the Board of Health for a three (3) year term expiring on December 31, 2020 are hereby approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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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

December 14, 2017

APPROVAL OF APPOINTMENT OF LINDA DUFFY TO THE
AIRPORT ZONING BOARD OF ADJUSTMENT

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

Section 1. That the appointment of Linda Duffy, Davenport, for a five (5) year term expiring on December 31, 2022 is hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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APPROVED BY THE BOARD OF SUPERVISORS ON

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF JOHN RUSHTON TO THE CITIZEN'S ADVISORY BOARD OF THE MENTAL HEALTH INSTITUTE

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

Section 1. That the appointment of John Rushton, Davenport, to the Citizen's Advisory Board of the Mental Health Institute for a one (1) year term expiring on December 31, 2018 is hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF MARTY O'BOYLE AND MAHESH SHARMA TO THE MEDIC EMS BOARD

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

Section 1. That the appointments of Marty O'Boyle and Mahesh Sharma, to the
MEDIC EMS Board for a one (1) year term expiring on December 31,
2018 are hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF TIM HUEY TO THE
QUAD CITY RIVERFRONT COUNCIL

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

- Section 1. That the appointment of Tim Huey, Davenport, Iowa, to the Quad City Riverfront Council for a one (1) year term expiring on December 31, 2018 is hereby approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF TIM HUEY TO THE PARTNER FOR SCOTT COUNTY WATERSHEDS CABINET

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

- Section 1. That the appointment of Tim Huey, to the Partner for Scott County Watersheds Cabinet for a one (1) year term expiring on December 31, 2018 is hereby approved.
- Section 2. This resolution shall take effect immediately.

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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF LORI ELAM AND KATIE SCHROEDER TO THE COMMUNITY ACTION OF EASTERN IOWA

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

Section 1. That the appointments of Lori Elam and Katie Schroeder, to the
Community Action of Eastern Iowa for a one (1) year term expiring
on December 31, 2018 are hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF BERNIE PEETERS TO THE
RIVER BEND TRANSIT

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

- Section 1. That the appointment of Bernie Peeters, Eldridge, to the River Bend Transit Board for a one (1) year term expiring on December 31, 2018 approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF RICH MOHR TO THE
CONSERVATION BOARD

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

- Section 1. That the appointment of Rich Mohr, Long Grove, to the Conservation Board for a (5) year term expiring on December 31, 2022 is hereby approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF ROSE JAEGER TO THE
BUILDING BOARD OF APPEALS

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

- Section 1. That the appointment of Rose Jaeger, Bettendorf, to the Building Board of Appeals for a (5) year term expiring on December 31, 2022 is hereby approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF THE APPOINTMENT OF HEIDI WOEBER, CURTIS LUNDY AND
JOHN ARTER TO THE INTEGRATED ROADSIDE VEGETATION MANAGEMENT
(IRVM) STEERING COMMITTEE

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

- Section 1. That the appointments of Heidi Woeber, Curtis Lundy and John Arter,
to the IRVM Steering Committee for a (3) year term expiring on
December 31, 2020 are hereby approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF JIM TANK TO THE
BI-STATE REVOLVING LOAN FUND

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

Section 1. That the appointment of Jim Tank, Davenport, to the Bi-State Revolving Loan fund for a two (2) year term expiring on December 31, 2019 is hereby approved:

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF HANS SCHNEKLOTH TO THE PLANNING & ZONING COMMISSION

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

- Section 1. That the appointment of Hans Schnekloth, rural Davenport, to the Planning and Zoning Commission for a (5) year term expiring on January 10, 2023 is hereby approved.
- Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVAL OF APPOINTMENT OF NED SCHRODER TO THE BENEFITED FIRE DISTRICT #1

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

Section 1. That the appointment of Ned Schroder, Princeton, to the Benefited Fire District #1 for a (3) year term expiring on January 10, 2021 is hereby approved.

Section 2. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

December 14, 2017

APPROVING APPOINTMENTS TO THE CONDEMNATION APPRAISAL JURY

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

Section 1. That the following appointments to the Scott County Condemnation Appraisal Jury for a one (1) year term expiring on December 31, 2018, are hereby approved:

	BANKERS	CITY	FARMERS	REAL ESTATE
BECK:	Hap Volz Amanda Boyer	Jay Sommers Chris Cournoyer	Chuck Brockmann Lori Rochau	Jason Purcell Katie Sommers
EARNHARDT:	Susan Daley Trish Townsend	Greg Kautz Marge Stratton	Kenneth Tank Jennifer Ewoldt	Lesa Buck Jeff Heuer
HOLST:	Julie Smith Joe Slavens	Elizabeth Hodges Jesse Anderson	Keith Steward Bart VandeWalle	Mary Dircks Lynsey Engels
KINZER:	Tom Messer Kristal Schaefer	Sandra Frericks Mark Ross	Mary Frick Jerry Mohr	Lana Wulf Thad DenHartog
KNOBBE:	Tom King Shawn Stuenkel	Mary Kellenberger Patrick Doyle	Joni Dittmer Carrie Keppy	Rick Schaefer Deann Soult

Section 2. This resolution shall take effect immediately.