

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**October 14 - 18, 2019**

**Tuesday, October 15, 2019**

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

- \_\_\_ 1. Roll Call: Knobbe, Croken, Kinzer, Maxwell, Beck

**Facilities & Economic Development**

- \_\_\_ 2. Contract for professional structural design services to perform final design of bridge replacement projects on Wells Ferry Road over Spencer Creek in Pleasant Valley Township and 20th Avenue over Mud Creek in Cleona Township. (Item 2)
- \_\_\_ 3. Hot mix asphalt (HMA) maintenance patching project. (Item 3)
- \_\_\_ 4. Purchase of two used vehicles for the County Attorney's Office. (Item 4)

**Human Resources**

- \_\_\_ 5. Overhire of a bailiff due to retirement in the Sheriff's Office. (Item 5)
- \_\_\_ 6. Overhire of a deputy sheriff due to retirement in the Sheriff's Office. (Item 6)
- \_\_\_ 7. Staff appointments. (Item 7)
- \_\_\_ 8. Discussion of strategy of upcoming labor negotiations with the County's organized employees pursuant to Iowa Code Section 20.17(3). - CLOSED SESSION

Go into closed session

Moved by \_\_\_ Seconded by \_\_\_

Roll Call: Knobbe \_\_\_  
Croken \_\_\_  
Kinzer \_\_\_  
Maxwell \_\_\_  
Beck \_\_\_

Go into open session

Moved by \_\_\_ Seconded by \_\_\_

Roll Call: Knobbe \_\_\_  
Croken \_\_\_  
Kinzer \_\_\_  
Maxwell \_\_\_  
Beck \_\_\_

**Health & Community Services**

\_\_\_ 9. FY20 Agreement with Center for Alcohol & Drug Services, Inc. (CADS) (Item 9)

**Finance & Intergovernmental**

\_\_\_ 10. Auto Theft Accountability Program contract addendum. (Item 10)

\_\_\_ 11. Partial abatement of property taxes for Mt. Sinai Fellowship Church. (Item 11)

\_\_\_ 12. Budget Session.

**Other Items of Interest**

\_\_\_ 13. CLOSED SESSION.....To discuss the purchase of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property. Iowa Code Section 21.5(1)(j).

Go into closed session

Moved by \_\_\_ Seconded by \_\_\_

Roll Call: Knobbe	___
Croken	___
Kinzer	___
Maxwell	___
Beck	___

Go into open session

Moved by \_\_\_ Seconded by \_\_\_

Roll Call: Knobbe	___
Croken	___
Kinzer	___
Maxwell	___
Beck	___

\_\_\_ 14. Adjourned.

Moved by \_\_\_ Seconded by \_\_\_

Ayes  
Nays

**Tuesday, October 15, 2019**      Immediately following Committee of the Whole

**Special Committee of the Whole - 10:00 am**  
**Conference Room 638, 6th Floor, Administrative Center**

- \_\_\_ 1. Roll Call: Knobbe, Croken, Kinzer, Maxwell, Beck
- \_\_\_ 2. Strategic Planning Session.
- \_\_\_ 3. Other items of interest.

**Tuesday, October 15, 2019**

**Special Committee of the Whole - 4:00 pm**  
**Board Room, 1st Floor, Administrative Center**

- \_\_\_ 1. Roll Call: Knobbe, Croken, Kinzer, Maxwell, Beck
- \_\_\_ 2. Board of Supervisors annual visit with Planning and Zoning Commission and Zoning Board of Adjustment.
- \_\_\_ 3. Other items of interest.

**Thursday, October 17, 2019**

**Special Committee of the Whole - 12:00 pm**  
**Board Room, 1st Floor, Administrative Center**

- \_\_\_ 1. Roll Call: Knobbe, Croken, Kinzer, Maxwell, Beck
- \_\_\_ 2. Board of Supervisors annual visit with Board of Health.
- \_\_\_ 3. Other items of interest.

**Thursday, October 17, 2019**

**Special Board Meeting - Canvass of Votes - 5:00 pm**  
**Board Room, 1st Floor, Administrative Center**

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

**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge, Iowa 52748

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



JON R. BURGSTRUM, P.E.  
County Engineer

ANGELA K. KERSTEN, P. E.  
Assistant County Engineer

TARA YOUNGERS  
Administrative Assistant

MEMO

TO: Mahesh Sharma  
County Administrator

FROM: Jon Burgstrum, P.E.  
County Engineer

SUBJ: Professional Structural Design Services

DATE: October 7, 2019

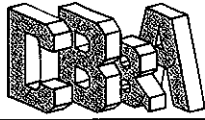
On March 7, 2019, Calhoun-Burns & Associates were hired to perform professional structural design services for preliminary design of two bridge replacement projects that are in FY2020 of our construction program.

Project No. BRS-SWAP-C082(59)--FF-82 (8C Pleasant Valley) is an existing 67'-6 X 28' Steel I-Beam Bridge built in 1972 on Wells Ferry Road over Spencer Creek in Pleasant Valley Township.

Project No. BRS-CHBP-C082(60)--GB-82 (9 Cleona) is an existing 100' X 28' Continuous Concrete Slab Bridge built in 1968 on 20<sup>th</sup> Avenue over Mud Creek in Cleona Township.

Calhoun-Burns & Associates have completed the preliminary design of the two replacement structures and have submitted supplemental agreements to our contract for final design services. The contract estimate for those services is \$52,260. I recommend approving the supplemental agreements to allow Calhoun-Burns & Associates to complete the final design of these projects. Included with this memo are the supplemental agreements and a project location map.

In FY2019-FY2020, we contracted with two consultants to perform professional design services for nine bridge replacement projects. The majority of these fees are being paid out in FY2020. We may have to amend our professional services budget in March 2021 for a small portion of the contracted expenses. We have a sufficient fund balance to perform the amendment.



**CALHOUN-BURNS AND ASSOCIATES, INC.**  
BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

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September 9, 2019

Angie Kersten, P.E.  
Assistant Scott County Engineer  
950 E. Blackhawk Trail  
Eldridge, IA 52748

**RE: SUPPLEMENTAL AGREEMENT FOR FINAL DESIGN SERVICES  
BRIDGE NO. 8C PLEASANT VALLEY, FHWA 302301  
PROJECT NO. BRS-SWAP-C082(820)--FF-82  
SECTION 8, T-78N, R-05E  
CB&A No. 2019140**

Dear Ms. Kersten:

This Supplemental Agreement is submitted in accordance with our current Consulting Engineering Contract dated March 7, 2019, and your recent request for final design services for Bridge No. 8C Pleasant Valley on County Highway Z30 in Claire Township.

As determined in the preliminary design a new 120'-0 x 30'-0 single span Pretensioned Prestressed Concrete Beam (PPCB) bridge will meet the hydraulic criteria and site conditions at this location. In addition, roadway grading and paving will be necessary to properly connect the new structure to the existing grade line. The new bridge and approach hook-up is expected to cost about \$700,000 to construct.

The preliminary design and drawings, which constitute the initial submittals, will be sent to you and other review agencies as appropriate. Upon receipt of the preliminary plan approvals, we will complete the final design computations, perform final detailing and submit the final project to the County for letting.

We propose to perform our final design work for the following fees:

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**V.B. ROAD PLANS**

FINAL DESIGN:	LUMP SUM =	\$	2,960.00
FINAL DETAILING:	LUMP SUM =	\$	2,840.00

**V.C. BRIDGE PLANS**

FINAL DESIGN:	LUMP SUM =	\$	12,950.00
FINAL DETAILING:	LUMP SUM =	\$	11,940.00

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1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com

FINAL COORDINATION AND SUBMITTALS: AT HOURLY RATES  
(ESTIMATED TO BE \$2,000.00)

GENERAL SERVICES DURING CONSTRUCTION: AT HOURLY RATES  
(WAVE EQUATION, HAUNCH CALCS, SHOP DRAWINGS)

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement.

Please review this submittal and, if it is acceptable, obtain the signature and date below and return one fully executed copy to our office. We are ready to complete the final work and will do another good job for you and Scott County.

Sincerely,



MILTON C. CLEMENSON, P.E.  
VICE PRESIDENT

**APPROVED FOR SCOTT COUNTY:**

\_\_\_\_\_  
JON R. BURGSTRUM, P.E.  
SCOTT COUNTY ENGINEER

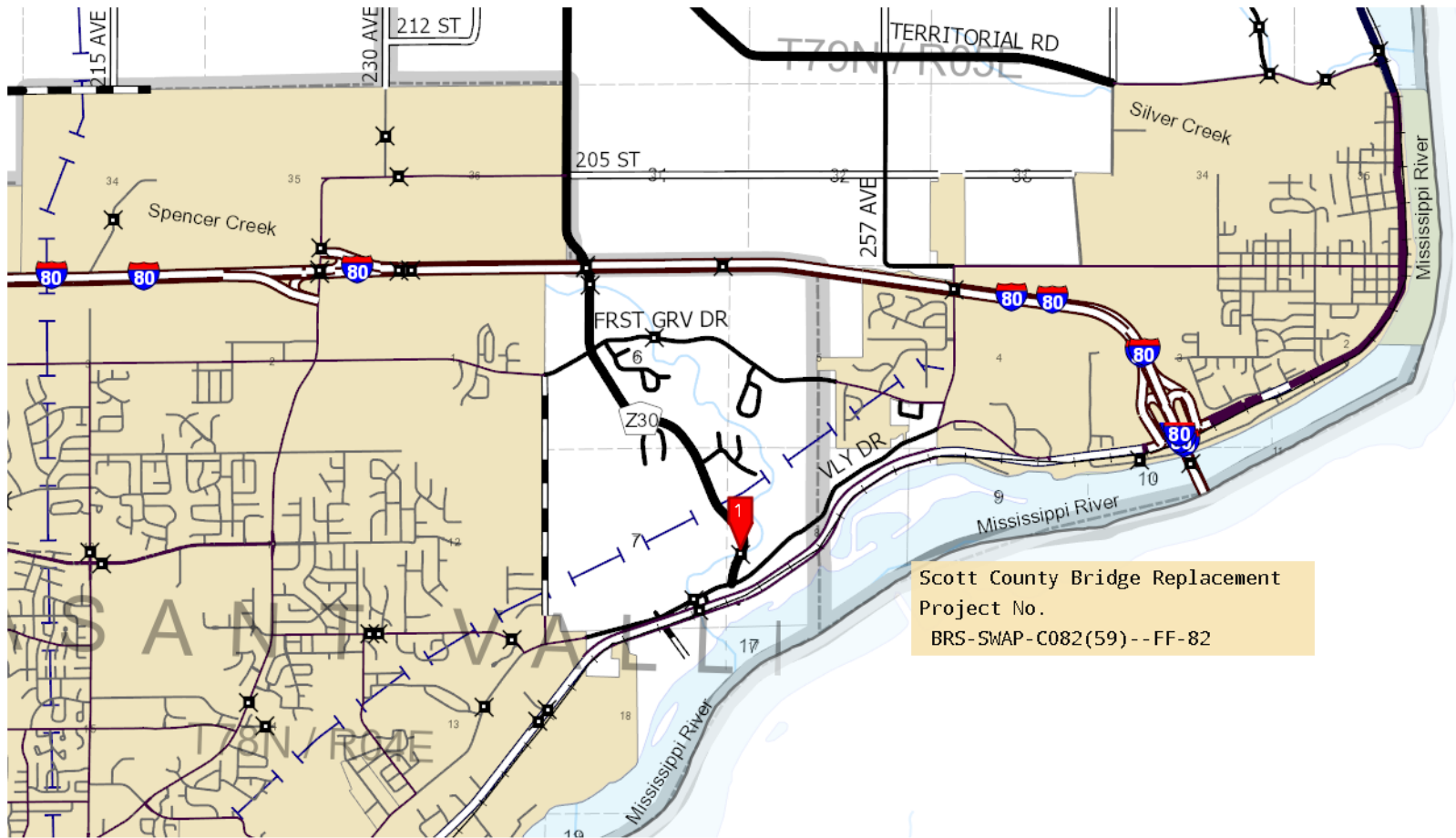
DATE: \_\_\_\_\_

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# Bridge Replacement-302301-PV8C

Scott - ICEASB Easy Map

12:25 PM, Thu, Oct 3, 2019



## Feature Key

Earth

Gravel

Seal Coat

County Pavement

State Pavement

Divided Hwy

Water

City

Township

Railroad

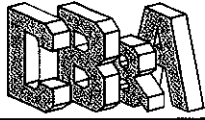
Bridge

E27 County Hwy

175 State Hwy

6 US Hwy





**CALHOUN-BURNS AND ASSOCIATES, INC.**  
BRIDGES ♦ STRUCTURES ♦ TRANSPORTATION

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September 23, 2019

Angie Kersten, P.E.  
Assistant Scott County Engineer  
950 E. Blackhawk Trail  
Eldridge, IA 52748

**RE: SUPPLEMENTAL AGREEMENT FOR FINAL DESIGN SERVICES  
BRIDGE NO. 9 CLEONA, FHWA 302360  
PROJECT NO. BRS-CHBP-C082(60)--GB-82  
SECTION 9, T-79N, R-01E  
CB&A NO. 2019141**

Dear Ms. Kersten:

This Supplemental Agreement is submitted in accordance with our current Consulting Engineering Contract dated March 7, 2019, and your recent request for final design services for Bridge No. 9 Cleona on 20<sup>th</sup> Avenue in Cleona Township.

As determined in the preliminary design a new 100'-0 x 30'-6 Continuous Concrete Slab (CCS) bridge will meet the hydraulic criteria and site conditions at this location. In addition, roadway grading and paving will be necessary to properly connect the new structure to the existing grade line. The new bridge and approach hook-up is expected to cost about \$550,000 to construct.

The preliminary design and drawings, which constitute the initial submittals, will be sent to you and other review agencies as appropriate. Upon receipt of the preliminary plan approvals, we will complete the final design computations, perform final detailing and submit the final project to the County and IDOT for letting.

We propose to perform our final design work for the following fees:

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**V.B. ROAD PLANS**

FINAL DESIGN AND DETAILING:

AT HOURLY RATES  
(ESTIMATED TO BE \$6,300.00)

**V.C. BRIDGE PLANS**

FINAL DESIGN:

LUMP SUM = \$ 5,780.00

FINAL DETAILING:

LUMP SUM = \$ 5,690.00

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1500 30th Street ♦ West Des Moines, IA 50266

WATS 877/241-8003 ♦ Phone 515/224-4344 ♦ FAX 515-224-1385 ♦ email: email@calhounburns.com

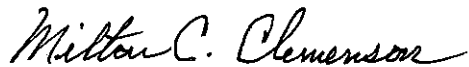


FINAL COORDINATION AND SUBMITTALS:	AT HOURLY RATES (ESTIMATED TO BE \$1,800.00)
GENERAL SERVICES DURING CONSTRUCTION:	AT HOURLY RATES

All provisions of the original Agreement remain in effect except as modified by this Supplemental Agreement.

Please review this submittal and, if it is acceptable, obtain the signature and date below and return one fully executed copy to our office. We are ready to complete the final work and will do another good job for you and Scott County.

Sincerely,



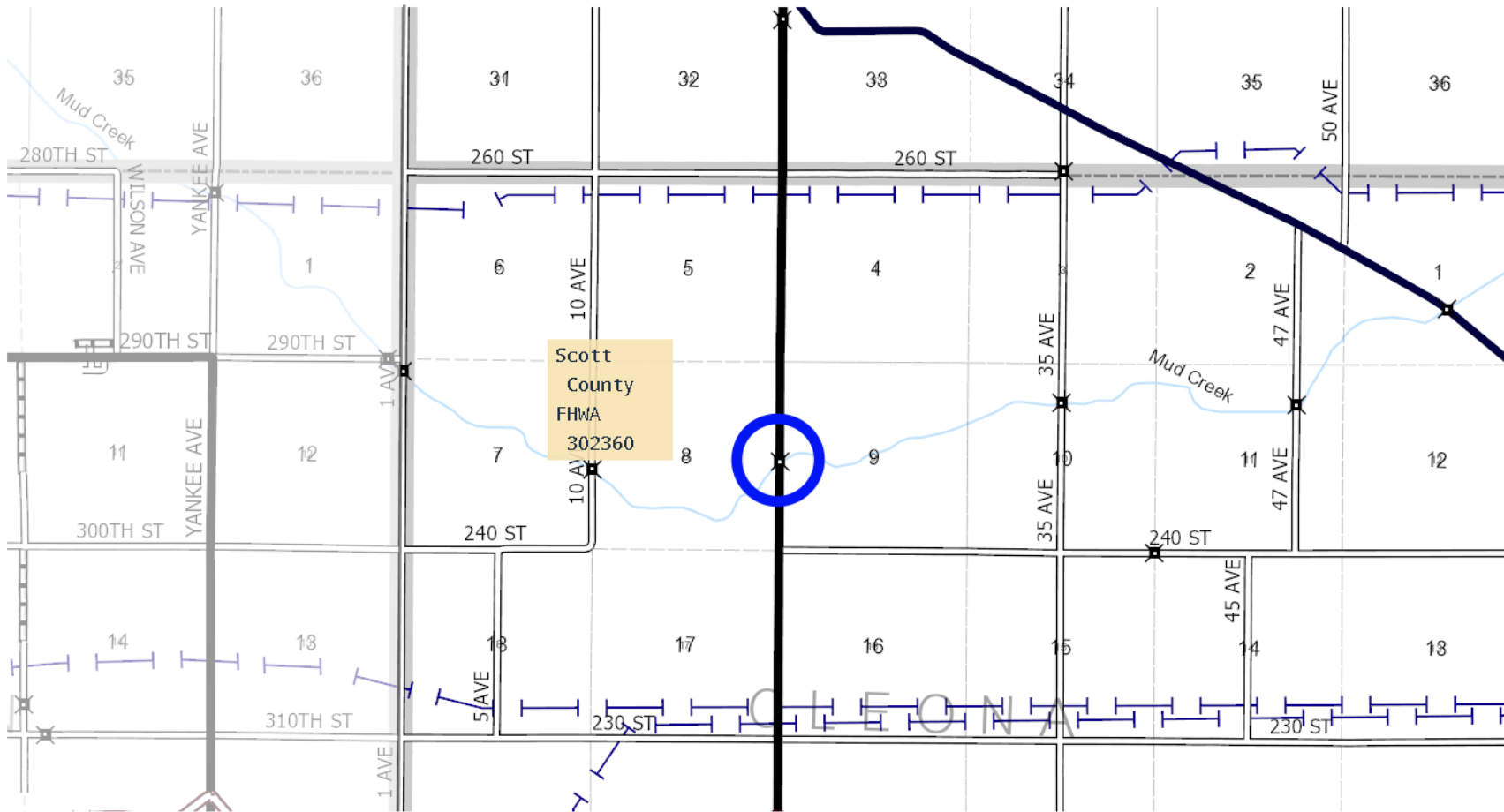
MILTON C. CLEMENSON, P.E.  
VICE PRESIDENT

**APPROVED FOR SCOTT COUNTY:**

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JON R. BURGSTRUM, P.E.  
SCOTT COUNTY ENGINEER

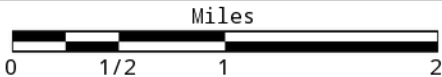
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Feature Key

- |             |            |           |                 |                |
|-------------|------------|-----------|-----------------|----------------|
| Earth       | Gravel     | Seal Coat | County Pavement | State Pavement |
| Divided Hwy | Water      | City      | Township        | Railroad       |
| Bridge      | County Hwy | State Hwy | US Hwy          |                |

Scott County Bridge Replacement  
Proj.# BRS-CHBP-C082(60)-GB-82  
FHWA# 302360  
On 20th Ave over Mud Creek  
Sec 9, T79N, R1E



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

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

APPROVAL OF CONTRACT FOR PROFESSIONAL STRUCTURAL DESIGN SERVICES

TO PERFORM FINAL DESIGN OF BRIDGE REPLACEMENT PROJECTS

BRS-SWAP-C082(59)--FF-82 AND BRS-CHBP-C082(60)--GB-82

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

Section 1. That Scott County enters into a contract with Calhoun-Burns & Associates for professional structural design services to perform final design of bridge replacement projects BRS-SWAP-C082(59)--FF-82 and BRS-CHBP-C082(60)--GB-82.

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

Section 3. That this resolution shall take effect immediately.

**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge, Iowa 52748

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



JON R. BURGSTRUM, P.E.  
County Engineer

ANGELA K. KERSTEN, P. E.  
Assistant County Engineer

TARA YOUNGERS  
Administrative Assistant

MEMO

TO: Mahesh Sharma  
County Administrator

FROM: Jon Burgstrum, P.E.  
County Engineer

SUBJ: Hot Mix Asphalt (HMA) Maintenance Patching Project

DATE: October 15, 2019

The Scott County Secondary Roads Department requested a quote from McCarthy Improvement Company for the construction of three HMA maintenance patches. The project consists of scarifying existing severely deteriorated asphalt and placing HMA at the following locations:

1. On Shawnee Circle and Blackhawk Drive at and near their intersection
2. On Hillendale Road south of Slopertown Road
3. On Chapel Hill Road west of Utah Avenue

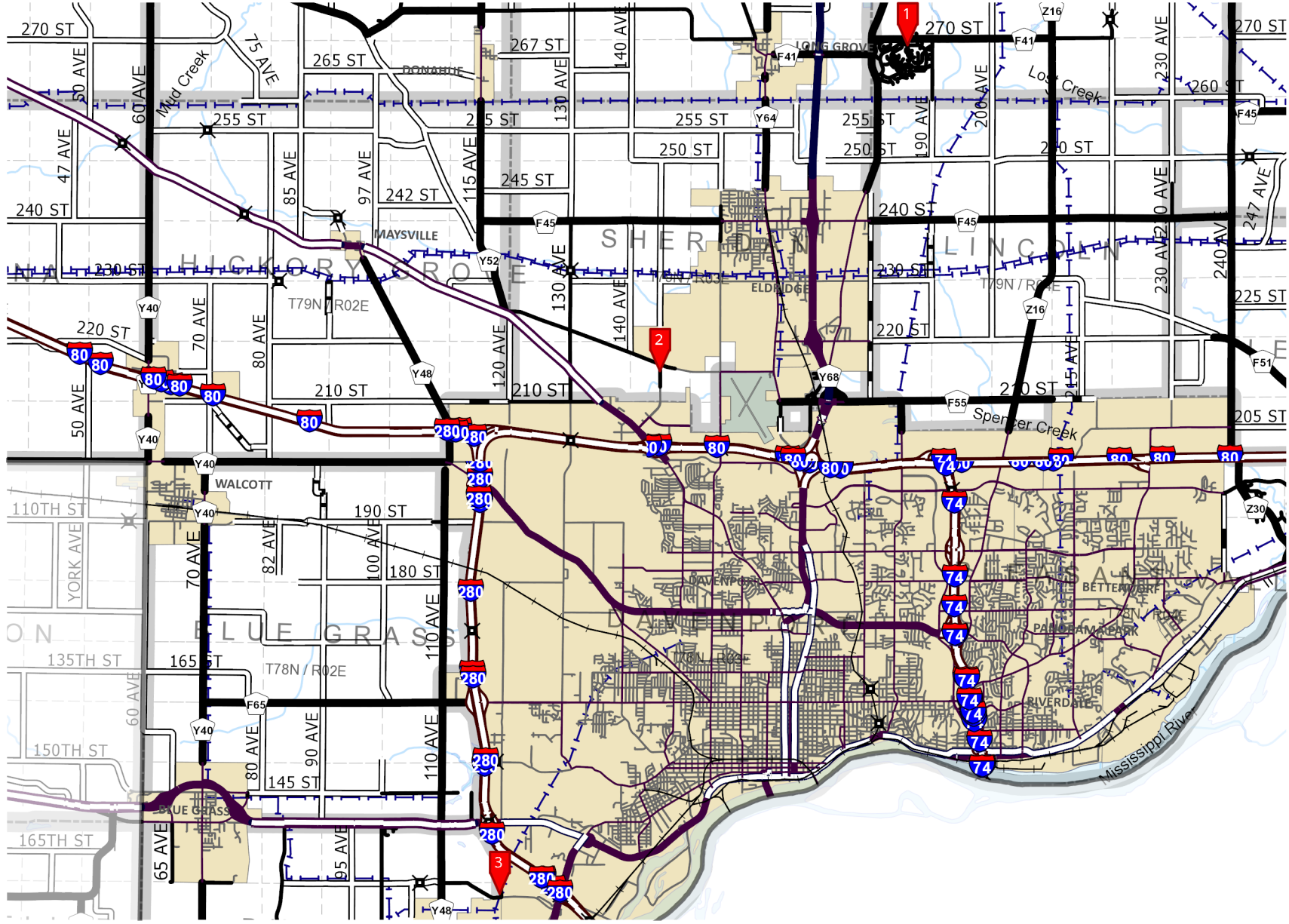
McCarthy Improvement Company, Davenport, IA, submitted a quote of \$106,748.22 to perform the work. We are presently under contract with McCarthy Improvement Company to complete two HMA resurfacing projects. Also, in May of 2019, we requested quotes for a similar type of maintenance patching project and McCarthy Improvement Company was the low quote. The quote that they submitted for this project is reasonably close in unit prices. It has also been determined reasonable based on the smaller tonnage of HMA and that each location will take one working day each to complete.

I recommend entering into a contract with McCarthy Improvement Company contingent on the unit prices submitted in their quote. We will amend our HMA maintenance budget in March 2021 for the contracted expenses. After completion of our two HMA resurfacing projects, we will have approximately \$390,000 remaining in our FY2020 budget for HMA construction that can be moved to HMA maintenance.

# HMA Maintenance Patching Project

Scott - ICEASB Easy Map

11:03 AM, Wed, Oct 9, 2019



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

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

AWARD OF CONTRACT FOR SCOTT COUNTY SECONDARY ROADS

HMA MAINTENANCE PATCHING PROJECT

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

- Section 1. That the contract for HMA Maintenance Patching Project be awarded to McCarthy Improvement Company contingent on the submitted unit prices.
- Section 2. That the County Engineer be authorized to sign the contract documents on behalf of the Board.
- Section 3. That this resolution shall take effect immediately.

**OFFICE OF THE SCOTT COUNTY FLEET MANAGER**

950 East Blackhawk Trail  
Eldridge, Iowa 52748

Office: (563) 328-4136  
Fax: (563) 328-4173  
www.scottcountyia.com



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October 15, 2019

TO: Mahesh Sharma, County Administrator

FROM: Barbara Pardie, Fleet Manager

SUBJ: Approval of Purchase for Two Used Vehicles for the County Attorney's Office

The County Attorney's is requesting the purchase of two used vehicles. The investigator will utilize one vehicle. The other vehicle will be co-utilized within the department, but mainly utilized by the Risk Manager. The Risk Manager's previous vehicle was absorbed by County pool in FSS. The Risk Manager is currently utilizing her own vehicle to respond to the scene of an accident and to complete her duties.

The follow criteria was used to select candidate vehicles:

- Vehicle is less than equal to 3 years old
- Some manufacturer's warranty left
- Less than 30,000 miles

In collaboration with the County Attorney's Office, the vehicle type needed was identified. Candidate vehicles were selected by an internet search of used inventory within 50 miles of the Quad Cities area. A County purchase card was used to put down a \$500.00 deposit on both a 2018 Nissan Rogue, from Lujack's Auto Plaza, and a 2018 Jeep Compass from Van Horn Auto Group, both of Davenport, Ia. The remaining balance is \$19,791.00 and \$17,437.00 respectively.

I will be in attendance at the next Committee of the Whole meeting to discuss this purchase and to answer any questions you or the Board may have.

CC: Mike Walton  
Jon Burgstrum  
Angie Kersten

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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

A RESOLUTION APPROVING THE PURCHASE OF TWO USED VEHICLES FOR THE  
COUNTY ATTORNEY'S OFFICE

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

- Section 1. That the purchase for one 2018 Nissan Rogue for the County Attorney's Office is approved and hereby awarded to Lujack's Auto Plaza, Davenport, Iowa, in the amount of \$20,291.00.
- Section 2. That the purchase for one 2018 Jeep Compass for the County Attorney's Office is approved and hereby awarded to Van Horn Automotive Group LLC, Davenport, Iowa, in the amount of \$17,937.00.
- Section 3. That this resolution shall take effect immediately.



**TIM LANE**  
**Scott County Sheriff**

Item #5  
10/15/19

**SHAWN ROTH**  
Chief Deputy Sheriff



**BRYCE SCHMIDT**  
Chief Deputy Sheriff

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

400 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1104

[www.scottcountyiowa.com/sheriff](http://www.scottcountyiowa.com/sheriff)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

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Date: October 1, 2019

Memo To: Board of Supervisors

From: Sheriff Lane

**REF: Over-hire Full-Time Bailiff due to Retirement**

Due to the retirement of a full-time bailiff on December 6, 2019, I am requesting to over-hire for this vacancy until December 9th. This over-hire will enable the Sheriff's Office to continue the current, two (2) full-time over-hire situation for security of the Administration Building and for transports for the jail, while allowing ample time for selection and training of this new full-time bailiff.

Thank you.

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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

APPROVAL OF THE OVER-HIRE OF 1.0 FTE BAILIFF DUE TO A RETIREMENT IN  
DECEMBER, 2019.

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

Section 1. That the Board hereby approves the temporary over-hire of 1.0 FTE  
Bailliff position due to a retirement in December, 2019.

Section 2. This resolution shall take effect immediately.

**TIM LANE**  
**Scott County Sheriff**

**Item #6**  
**10/15/19**

**SHAWN ROTH**  
Chief Deputy Sheriff



**BRYCE SCHMIDT**  
Chief Deputy Sheriff

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

400 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1104

[www.scottcountyiowa.com/sheriff](http://www.scottcountyiowa.com/sheriff)  
[sheriff@scottcountyiowa.com](mailto:sheriff@scottcountyiowa.com)

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Date: October 15, 2019

Memo To: Board of Supervisors

From: Sheriff Lane

**REF: Over-Hire Full-Time Deputy due to Disability Retirement**

Due to the upcoming disability retirement of a full-time deputy sheriff in the last quarter of 2019, I am requesting to over-hire for this vacancy until the departure of the injured deputy sheriff. This over-hire will enable the Sheriff's Office to get a start on training, and if a non-certified applicant is hired, this will allow the new deputy sheriff a slot in the Iowa Law Enforcement Academy in early January, 2020. The Sheriff's Office is not asking for any adjustment to our current budget to accommodate this over hire.

Thank you.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

APPROVAL OF THE OVER-HIRE OF 1.0 FTE DEPUTY SHERIFF DUE TO A  
DISABILITY RETIREMENT

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

- Section 1. That the Board hereby approves the temporary over-hire of 1.0 FTE Deputy Sheriff due to a disability retirement of one deputy by the end of 2019.
- Section 2. This resolution shall take effect immediately.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Caleb Widmer for the position of Assistant Attorney in the Attorney's Office at the entry level rate.

Section 2. The hiring of Jared Ater for the position of Corrections Officer in the Sheriff's Office at the entry level rate.

Section 3. The hiring of Carson Lutterman for the position of Corrections Officer in the Sheriff's Office at the entry level rate.



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## Scott County Health Department

600 W. 4th Street | Davenport, IA 52801-1030 | P. 563-326-8618 | F. 563-326-8774  
health@scottcountyiowa.com | www.scottcountyiowa.com/health

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September 26, 2019

To: Mahesh Sharma, County Administrator  
From: Edward Rivers, Director

RE: FY20 County Agreement with the Center for Alcohol & Drug Services, Inc. for Prevention Services

The County Agreement with the Center for Alcohol & Drug Services, Inc. (CADS) that was brought to the Board of Supervisors for signature in June 2019 did not include the dollars that the Board provides to CADS for Prevention Services. At that time, the County Substance Abuse Prevention Contract from the Iowa Department of Public Health had not been received.

Since that time, the Contract has been received and signed, and a subcontract with CADS has been developed and approved by the Iowa Department of Public Health, as required by the Contract. This Contract includes the \$30,000 of County Dollars that leverage the \$10,000 from the Iowa Department of Public Health.

I would ask that the Subcontract be placed on the October 15, 2019 Committee of the Whole Agenda for review and discussion.

**BOARD OF SUPERVISORS**

Administrative Center  
600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801  
Office: 563-326-8749  
Fax: 563-328-3285  
E-mail: board@scottcountyiowa.com  
[www.scottcountyiowa.com](http://www.scottcountyiowa.com)



**CONTRACT #:** 64048-38A-CADS20

**PROJECT TITLE:** County Substance Abuse Prevention Services

**PROJECT PERIOD:** July 1, 2019 through June 30, 2020

**CONTRACT AMOUNT:** \$40,000

**CONTRACT PERIOD:** July 1, 2019 through June 30, 2020

**FUNDING SOURCE:**

COUNTY: \$30,000.00  
STATE: \$10,000.00

**CONTRACT ADMINISTRATOR INFORMATION:**

NAME/TITLE: Dennis Duke, President  
PHONE: 563-322-2667  
FAX: 563-336-8826  
E-MAIL: [dennis.duke@unitypoint.org](mailto:dennis.duke@unitypoint.org)

**CONTRACTOR:** Center for Alcohol & Drug Services, Inc.  
1523 S. Fairmount  
Davenport, IA 52802

The Contractor agrees to perform the work and to provide the services described in the Special Conditions for the consideration stated herein and all other contract provisions for the County Substance Abuse Prevention funding. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, Iowa Department of Public Health General Conditions, Iowa Department of Public Health Request for Proposal and Scott County’s Application.

The Contractor has reviewed and agrees to the General Conditions effective July 1, 2019 as posted on the Iowa Department of Public Health’s Web site under *Funding Opportunities*: [www.idph.state.ia.us](http://www.idph.state.ia.us), attached, or as available by contacting Teri Arnold at (563) 326-8618 ext. 8809. The contractor specifies no changes have been made to the Special Conditions or Iowa Department of Public Health General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

**For and on behalf of the County:**

**For and on behalf of the Contractor:**

By: \_\_\_\_\_  
Tony Knobbe, Chair  
Scott County Board of Supervisors

By: \_\_\_\_\_  
Dennis Duke, President  
Center for Alcohol & Drug Services, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Special Conditions for Contract # 64048-38A-CADS20

## Article I- Identification of Parties:

This contract is entered into by and between the Scott County Board of Supervisors hereinafter referred to as the COUNTY and the Center for Alcohol & Drug Services, Inc. hereinafter referred to as the CONTRACTOR. The CONTRACTOR is a licensed and accredited substance abuse agency located in Scott, County, Iowa. The Iowa Department of Public Health is referred to as the STATE.

## Article II - Designation of Authorized County Official:

Tony Knobbe, Chairman of the Scott County Board of Supervisors, is the Authorized County Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized County Official. Negotiations concerning this contract should be referred to Edward Rivers at (563) 326-8618.

## Article III - Designation of Contract Administrator:

Dennis Duke has been designated by the CONTRACTOR to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to Dennis Duke at (563) 322-2667.

## Article IV-Key Personnel for Project Implementation

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

### County Personnel

Name	Title	E-mail address
Tony Knobbe	Chairman	<a href="mailto:board@scottcountyiowa.com">board@scottcountyiowa.com</a>
Edward Rivers	Health Director	<a href="mailto:health@scottcountyiowa.com">health@scottcountyiowa.com</a>
Amy Thoreson	Deputy Health Director	<a href="mailto:amy.thoreson@scottcountyiowa.com">amy.thoreson@scottcountyiowa.com</a>
Teri Arnold	Grant Accounting Specialist	<a href="mailto:teri.arnold@scottcountyiowa.com">teri.arnold@scottcountyiowa.com</a>

### Contractor Personnel

Name	Title	E-mail address
Dennis Duke	President	<a href="mailto:dennis.duke@unitypoint.org">dennis.duke@unitypoint.org</a>
Janet Rector	Director of Quality Services	<a href="mailto:janet.rector@unitypoint.org">janet.rector@unitypoint.org</a>
Jill Westhoff	Director of Financial Operations	<a href="mailto:jill.westhoff@unitypoint.org">jill.westhoff@unitypoint.org</a>
Melinda Lenhard	Grants & Contracts Specialist	<a href="mailto:melinda.lenhard@unitypoint.org">melinda.lenhard@unitypoint.org</a>

The Contractor shall notify the COUNTY within ten (10) days of any change of Contract Administrator or Key Personnel.

## Article V - Statement of Contract Purpose:

To provide substance abuse prevention services in Scott County not currently being funded by any other state or federal funds.



**Article VI - Description of Work and Services:**

In compliance with the COUNTY and STATE approved work/action plan for FY2020 (Attachment 1), the CONTRACTOR shall provide substance abuse prevention and related services that are not currently funded by any other state or federal funds and that will include only:

- Substance Abuse Education Services;
- Substance Abuse Prevention Services;
- Substance Abuse Referral Services; and/or
- Substance Abuse Post-treatment Services.

**NOTE:** These funds may not be used for out-of-state travel, out-of-state speakers, promotional items, t-shirts, banners, incentives, subscriptions, dues or certification costs. No meals for project participants other than light refreshments such as non-alcoholic beverages, vegetables, crackers/chips, etc.

**Article VII – Performance Measure**

CONTRACTOR shall meet the FY2020 work plan goals and objectives as submitted and approved by the COUNTY and STATE.

A disincentive totaling five percent (5%) of the state contractual amount shall be withheld from the second quarterly claim (due February 7, 2020). The monies will be released upon confirmation by Iowa Department of Public Health Staff that the goals and objectives were met as submitted in the final report (due July 29, 2020).

**Article VIII - Reports:**

The CONTRACTOR shall prepare and submit the following reports to the COUNTY on forms provided by the COUNTY:

<b>Report</b>	<b>Date Due</b>
Semi-Annual Progress Report	January 24, 2020
Quarterly Expenditure Workbook	July-September 2019 expenses due November 8, 2019
	October-December 2019 expenses due February 7, 2020
	January-March 2020 expenses due May 8, 2020
	April-June 2020 (Final) expenses due July 29, 2020
Year End Report	July 29, 2020

\* All reports should be signed by key personnel using non-black ink.

Reports shall be sent to:

Scott County Health Department  
600 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1030  
E-mail: [health@scottcountyiowa.com](mailto:health@scottcountyiowa.com)

**Article IX - Budget:**

<b>Category</b>	<b>STATE Budget</b>	<b>COUNTY Budget</b>
Salary/Benefits	\$10,000.00	\$30,000.00

The CONTRACTOR shall receive written approval from the COUNTY prior to spending the final three (3) percent of total funds awarded.

**Article X - Payments:**

1. Submission of Claims for contract period:  
The CONTRACTOR shall complete and submit a claim for services rendered in accordance with this Contract. The Invoice/Claim shall be submitted quarterly to the COUNTY according to the timelines identified and within 35 days of the 3-months expenditures.

The COUNTY and STATE shall verify the CONTRACTOR's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The STATE may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claim Submission: Notwithstanding the timeframes above and absent:
  - a. Longer timeframes established in federal law, or
  - b. The express written consent of the STATE,

the CONTRACTOR shall submit all claims to COUNTY by July 29, 2020 for all service performed in the preceding STATE and COUNTY fiscal year (ends June 30).

The STATE will not automatically pay end of fiscal year claims that are considered untimely. If the CONTRACTOR seeks payment for end of state fiscal year claim(s) submitted after July 29<sup>th</sup>, the CONTRACTOR may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted to COUNTY. COUNTY will submit the request to STATE. STATE may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted by COUNTY to STATE Appeal Board in accordance with instructions for consideration.

3. The COUNTY and STATE shall pay all approved invoices/claims in arrears. The COUNTY and STATE may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The COUNTY and STATE provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The COUNTY and STATE will not reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.

- a. Instate maximum allowable amounts for food are \$12.00/breakfast, \$15.00/lunch, and \$29.00/dinner; lodging maximum \$98.00 plus taxes per night and mileage maximum of \$.39 per mile.
6. The COUNTY and STATE will reimburse the CONTRACTOR for expenditures at a rate not to exceed the percentage that the contract amount represents the total budget (excluding soft match).
7. Final payment may be withheld until all contractually required reports have been received and accepted by the STATE. At the end of the contract period, unobligated contract amount funds shall revert to the COUNTY and STATE.
8. Warrants (payments) for services provided under this contract will be made payable to the CONTRACTOR and mailed to the CONTRACTOR at the CONTRACTOR Legal Address as listed on the contract face page.

### **Article XI – Additional Conditions**

1. As a condition of the contract, the CONTRACTOR shall assure linkage with the local board of health. The CONTRACTOR will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such Federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
3. The disbursement of funds under this contract is contingent upon the continued availability of COUNTY and STATE funds.
4. Any use of the STATE'S name, logo, or other identifier must have prior written approval from the STATE.
5. All work plan revisions must be approved by the COUNTY prior to implementation. Requests for Description of Work or Services revisions must be received by the COUNTY on or before April 22, 2020.
6. CONTRACTOR shall allow COUNTY, STATE, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the CONTRACTOR pertinent to this contract.
7. The parties to this agreement shall attempt to mediate disputes which arise under this agreement by engaging in mediation with a mutually-agreed upon mediator. Each party shall bear 50% of the costs of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code section 679A.19.
8. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CADS and providing minimum coverage of \$1 million. A copy of the certificate of

insurance shall be on file in the Office of the County Administrator.

9. Indemnification: Each party hereto shall indemnify, defend, protect, hold harmless and release the other, their officers, agents and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
10. CADS shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapping conditions or religious affiliation.
11. None of the funds provided through this Contract shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

## FY2020 Work Plan

<b>Goal 1: To increase perception of harm related to use and misuse of alcohol. Baseline measure: 75% of all grades perceived moderate to great risk, Iowa Youth Survey 2016, C9.</b>	
<b>Objective 1</b>	<b>Activities</b>
By June 30, 2020, conduct presentations to a minimum of 250 parents or school personnel with 75% of 250 participants increasing or maintaining their perception of harm related to use and misuse of alcohol.	<ul style="list-style-type: none"> <li>a. Present at school meetings, where parents are present, to provide information on alcohol issues.</li> <li>b. Through school events (school registration, conferences, sporting events, or open house), staff will inform the public on science-based or community-based prevention programs.</li> </ul>
<b>Objective 2</b>	<b>Activities</b>
By June 30, 2020, conduct presentations to a minimum of 300 community members with 75% of 300 participants increasing or maintaining their perception of harm related to use and misuse of alcohol.	<ul style="list-style-type: none"> <li>a. Participate in community health fairs, as requested, for local employers, agencies and businesses to provide information on alcohol issues.</li> <li>b. Conduct one-time presentations to community groups such as city councils, board of health, county planning councils, businesses, and service clubs about substance abuse and the potential risk and consequences.</li> <li>c. Through community meetings, staff will inform the public on science-based or community-based prevention programs.</li> </ul>
<b>Goal 2: To reduce 30 day use of marijuana. Baseline measure 6% of Scott County students in grades 6,8 and 11 report marijuana use in the past 30 days, Iowa Youth Survey 2016, B41</b>	
<b>Objective 3</b>	<b>Activities</b>
Conduct the curriculum Aggression Replacement Training-ART (OJJDP Model Program) to high risk and indicated populations. By June 30, 2020, 75% of 50 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use.	<ul style="list-style-type: none"> <li>a. Meet with youth at an intermediate or high school in Scott County, not already engaged through IPN grant, to conduct the model program, Aggression Replacement Training-ART.</li> <li>b. Conduct pre/post tests with each cycle of ART.</li> </ul>
<b>Objective 4</b>	<b>Activities</b>
Conduct skill building sessions with youth at high risk and indicated populations. By June 30, 2020, 75% of 100 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use.	<ul style="list-style-type: none"> <li>a. Conduct at least 10 skill-building sessions regarding prevention of high risk behaviors and marijuana use with representatives of other community agencies such as but not limited to Scott County Juvenile Court Services and Family Resources Youth Alternative Program.</li> <li>b. Meet bi-weekly with indicated population within Scott County criminal justice system to facilitate skill building sessions and educate on harm related to marijuana use.</li> </ul>

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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

APPROVAL OF FY2020 CONTRACTUAL AGREEMENT BETWEEN THE CENTER FOR  
ALCOHOL & DRUG SERVICES, INC. (CADS) AND SCOTT COUNTY

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

- Section 1. That the FY2020 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County for reimbursement for prevention services on a quarterly basis to include a detailed accounting of actual expenses is hereby approved in the amount of \$40,000.
- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

**SCOTT COUNTY JUVENILE DETENTION  
AND DIVERSION PROGRAMS**

500 West 4<sup>th</sup> Street  
Davenport, Iowa 52801  
Ph: (563) 326-8687 Fax: (563) 328-3207  
www.scottcountyiowa.com  
E-Mail: jkaiser@scottcountyiowa.com



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**MEMORANDUM**

Date: 10/07/2019

To: Scott County Administration and Board of Supervisors

RE: Auto Theft Accountability Program and Contract

**Program History**

The Auto Theft Accountability program is a victim-offender mediation program which is based upon highly effective programs provided in New Zealand (Family Group Conferencing) and Oakland, California (Restorative Community Conferencing). This program is a restorative justice concept in which victims and offenders are brought face to face in a neutral setting. Staff then facilitate a meeting to discuss the harm that has been done and create a plan for how the offender is to repair the harm. The youth offender will have three months to complete the plan. If the offender completes the plan, they will have their charge dismissed. However, if at any point they fail to progress, they will revert back to court proceedings.

While the program has had success, it has not received as many referrals as were anticipated. Currently there are four (4) trained meeting facilitators and ten (10) trained volunteers. The program has the staffing capacity and the budget to accept more referrals, so this is a proposal to widen the criteria for those juveniles who can be referred. This addendum allows the program to provide this diversion and restorative justice service for juveniles charged with other property offenses. Examples would include burglary, theft, and criminal mischief.

**Benefit to Community- Measurement- Outcomes**

Since program implementation in April 2019, we have received seven (7) total referrals. Of those seven (7) referrals, two (2) have completed meetings, two (2) more have completed the entire program, and three (3) re-offended prior to their meeting. Of the four (4) referrals that completed meetings, zero have re-offended.

**Offsetting Revenue**

On-going operating expenses for this program will be covered by an inter-governmental contract with Iowa Department of Human Services, Decategorization Board. All staff time, training, and supplies for the program are reimbursed by the contract up to \$99,000 annually.

The contract addendum would need to be signed by the Scott County Board of Supervisor's Chairperson. We can begin accepting referrals for other property crimes as of October 18<sup>th</sup>, 2019.

**Jeremy Kaiser, Director**  
Scott County Juvenile Detention



**Second Amendment to the Auto Theft Accountability Program Contract**

This Amendment to Contract Number DCAT3-19-121 is effective as of October 21, 2019, between the Iowa Department of Human Services (Agency) and Scott County (Contractor).

**Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Section 1.2, Contract Purpose, is deleted and replaced as follows:**

The parties have entered into this Contract for the purpose of retaining the Contractor to provide a victim-offender mediation program as an alternative to juvenile court charges for youth who are first-time offenders involved with the theft of an automobile or another serious crime in which there is an identifiable victim.

**Revision 2. Section 1.3.1, Deliverables, third bullet, the words "auto theft" are deleted.**

**Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<b>Contractor, Scott County</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Tony Knobbe		Printed Name: Lori Frick	
Title: Scott County Board of Supervisors - Board Chair		Title: Eastern Iowa Service Area Manager	

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

CONTRACT ADDENDUM FOR AUTO THEFT  
ACCOUNTABILITY PROGRAM SERVICES

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

Section 1. That the Scott County Juvenile Detention and Diversion Programs will provide the Auto Theft Accountability Program for youth through a contract with the Iowa Department of Human Services ending June 30, 2020. The addendum approves the expansion of referral criteria to include other property offenses.

Section 2. This resolution shall take effect immediately.

**MICHAEL J. WALTON**  
**COUNTY ATTORNEY**  
Scott County Courthouse  
416 West Fourth Street  
Davenport, Iowa 52801-1104  
Telephone: (563) 326-8600  
Facsimile Transmission (563) 326-8763  
[robert.cusack@scottcountyiowa.com](mailto:robert.cusack@scottcountyiowa.com)  
**WEB SITE** - [www.scottcountyiowa.com](http://www.scottcountyiowa.com)



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Robert L. Cusack, Assistant County Attorney (563) 326-8231

October 9, 2019

Memo regarding tax abatement request of Mt. Sinai Fellowship Church

This memo is intended to address the tax year 2018 abatement request. Prior year requests (2016 and 2017) were addressed in the memo dated May 31, 2019.

The question is whether the taxes, or a portion of the taxes, for the 2018 year accrued after the Church filed for tax exemption at the beginning of 2019. The first installment of the 2018 taxes was for the period from July 1, 2018 through December 31, 2018. The second installment was for the period from January 1, 2019 through June 30, 2019 – these taxes actually accrued after the Church filed for exemption.

Scott County General Policy 15 prohibits tax abatement retroactively and for property owners that do not make timely filings under state law. The Church did make a timely filing for exemption from property taxes for 2019. For the reasons set forth below, the Board is not in violation of Policy 15 in granting an exemption for the 2<sup>nd</sup> installment of 2018 taxes. Unlike the analysis in the previous memo, the current focus is on abatement for taxes that accrued during the time period when the Church actually filed for exemption.

This is not an abatement pursuant to §427.3 which pertains to filings for property transferred after the February 1<sup>st</sup> deadline. Rather, I am interpreting this question under §427.19 which states that credits and exemptions shall be granted on the basis of eligibility in the fiscal year for which the application is filed. The application in this case was filed in January, 2019, which was still actually fiscal year 2018 for the purposes of taxes. Therefore, the Church became eligible for exemption for taxes accruing after January 1, 2019. The 2<sup>nd</sup> installment for 2018 all accrued after January 1, 2019.

Conclusion: The Board should abate the 2<sup>nd</sup> installment of the 2018 tax year pursuant to Iowa Code §427.19.

Please feel free to contact me if you have any questions.

Sincerely,

Rob Cusack  
Assistant Scott County Attorney

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

## R E S O L U T I O N

### SCOTT COUNTY BOARD OF SUPERVISORS

October 17, 2019

#### APPROVING PARTIAL ABATEMENT OF PROPERTY TAXES FOR PROPERTY AT 4706 NORTHWEST BOULEVARD, DAVENPORT IA

WHEREAS, the Mt. Sinai Church purchased property at 4706 Northwest Boulevard, in Davenport for use as a church;

WHEREAS, the property was purchased on July 29, 2015 and the formal request for Iowa Property Tax Exemption pursuant to Iowa Code Section 427.3 was received by the City Assessor by February 1, 2019;

WHEREAS, Iowa Code Section 427.19 permits the Board of Supervisors to abate taxes levied against the property within the year of the exemption was applied for.

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

Section 1. That upon determination by the City Assessor that the property located at 4706 Northwest Blvd, Davenport, IA qualifies as exempt pursuant to applicable state law, that the 2<sup>nd</sup> installment of the 2018 property taxes are hereby abated.

Section 2. This resolution shall take effect immediately.