

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**March 15 - 19, 2021**

**Tuesday, March 16, 2021**

**Special Board Meeting - 8:00 am**  
**Board Room, 1st Floor, Administrative Center AND VIRTUAL**

The public may join these meeting by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

CALL IN INFORMATION 1-408-418-9388  
ACCESS CODE: 187 102 1501 PASS CODE: 1234

OR you may join via Webex. Go to [www.webex.com](http://www.webex.com) and JOIN meeting using the same Access Code and Pass Code above.

See the Webex Instructions in packet for a direct link to the meeting.

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

\_\_\_ 2. Canvass of Votes - EICC Control County Canvass

Moved by \_\_\_ Second by \_\_\_

Beck \_\_\_ Croken \_\_\_ Kinzer \_\_\_ Knobbe \_\_\_ Maxwell \_\_\_

\_\_\_ 3. Adjourned. Moved by \_\_\_ Seconded by \_\_\_

***\*Immediately following Special Board Meeting***

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

***Virtual/Webex Info Same as Above.***

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

\_\_\_ 2. Public Comment as an Attendee.

By Phone: \*3 to raise/lower hand, \*6 to unmute (host must unmute you first)

By Computer: Bottom right of screen, you will find Participants and Chat, with in this area you should see a hand icon, you will use the hand icon to raise and lower your hand.

**Facilities & Economic Development**

\_\_\_ 3. Sale of Vacated Road Right-of-Way - Public Hearing March 18, 2021 at 5:00 PM during the Board Meeting. (Item 3)

\_\_\_ 4. Second and final reading of ordinance to rezone 68 acres more or less from Ag-General (A-G) to Single Family Residential (R-1) located in Section 36 in Winfield Township. (Item 4)

\_\_\_ 5. Second and final reading of the Revised Subdivision Ordinance. (Item 5)

\_\_\_ 6. Update on Park View Rental Regulations.

### **Human Resources**

\_\_\_ 7. Classification and staffing adjustments as discussed during the fiscal year 2022 budget process review. (Item 7)

\_\_\_ 8. Employee request for Unpaid Leave of Absence. (Item 8)

\_\_\_ 9. Staff appointment. (Item 9)

### **Finance & Intergovernmental**

\_\_\_ 10. Memorandum of Understanding between State of Iowa Office of the Chief Information Officer (OCIO) and Scott County. (Item 10)

\_\_\_ 11. Budget amendment of the FY21 County Budget. Public Hearing March 18, 2021 at 5:00 PM during the Board Meeting. (Item 11)

\_\_\_ 12. Fiscal year 2022 Compensation Schedule for County Elected Officials and Deputy Office Holders. (Item 12)

\_\_\_ 13. Adjustment in salary for non-represented county employees for fiscal year 2022 budget review process. (Item 13)

\_\_\_ 14. Adopting the FY22 County Budget and the FY22 Capital Budget and the FY23-26 Capital Program. Public Hearing March 18, 2021 at 5:00 PM during the Board Meeting. (Item 14)

### **Other Items of Interest**

\_\_\_ 15. Adjourned. Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

**Thursday, March 18, 2021**

### **Regular Board Meeting - 5:00 pm WEBEX/VIRTUAL ONLY**

The public may join this meeting by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

CALL IN INFORMATION 1-408-418-9388

ACCESS CODE: 187 140 0662 PASS CODE: 1234

OR you may join via Webex. Go to [www.webex.com](http://www.webex.com) and JOIN meeting using the same Access Code and Pass Code above.

See Webex Instructions in packet for a direct link to the meeting.

### **Public Hearings (3)**

\_\_\_ 1. Public hearing relative to sale of vacated road right-of-way.

\_\_\_ 2. Public Hearing relative to Scott County's current FY21 Budget.

\_\_\_ 3. Public hearing relative to Scott County's FY22 Annual Budget and the five year Capital Improvement Plan.

## Instructions for *Unmuting Phone Line* during Board Meeting teleconference

To gain the moderator's attention, **press \*3 from your phone OR the raise hand icon** on computer or mobile device (for location of raise hand icon, see below). Phone lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or \*6 on their phone after being recognized by the Chair.

**Meeting # 187 102 1501**

**Password #1234**

### Connect via Computer or application:

Host: [www.webex.com](http://www.webex.com) Meeting number: **above** Password: **1234**

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=ea10a6177aa85a2bd83f4b932594121da>

**Connect via telephone: 1-408-418-9388** Meeting number: **above** Password: **1234**


### Telephone / Cell Phones Connections:

Telephones lines will be placed on mute during the meeting. Participants may "raise their hand" by using \*3 to gain attention of the host.



When called upon for comments by the Board,


1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by keying \* 6
4. After conversation, please lower your hand. (\*3 again)


### Computer / Application Connections:

If connected via web application or computer, the user should look for the **Raise Hand**  raise hand symbol and click to appear raised so the host may acknowledge you.

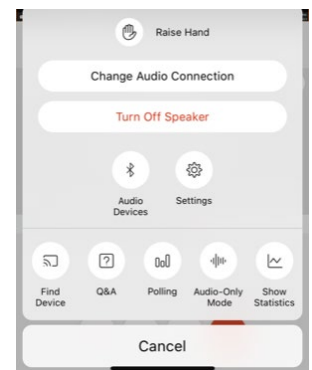
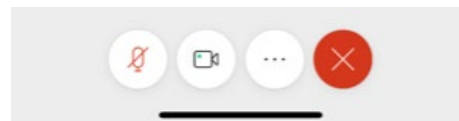
1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (\*3 again)

You can mute yourself so that everyone can concentrate on what's being discussed. While you're on a call or in a meeting, select  at the bottom of the meeting window. You'll know it's working when the button turns red .

If you want to unmute yourself, select . Others can hear you when the button turns gray.

When you're muted and move away from the call controls, the mute button moves to the center of your screen and fades in color  to indicate that you're still muted.

To find the **raise hand icon**, you may need to click on ...



**SCOTT COUNTY ENGINEER'S OFFICE**

950 E. Blackhawk Trail  
Eldridge, Iowa 52748

(563) 326-8640  
FAX – (563) 328-4173  
E-MAIL - [engineer@scottcountyiowa.gov](mailto:engineer@scottcountyiowa.gov)  
WEB SITE - [www.scottcountyiowa.gov](http://www.scottcountyiowa.gov)



ANGELA K. KERSTEN, P.E.  
County Engineer

ELLIOTT R. PENNOCK, E.I.T.  
Assistant County Engineer

TARA YOUNGERS  
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma  
County Administrator

FROM: Angie Kersten, P.E.  
County Engineer

SUBJECT: Public Hearing Regarding the Sale of Vacated Road Right-of-Way

DATE: March 9, 2021

On March 4, 2021, a resolution was passed to hold a public hearing on March 18, 2021, regarding the sale of a vacated piece of road right-of-way. The road right-of-way was a portion of an alley platted on the North Side of Block 1 of Roswell H. Spencer's Town Lots located in the Southeast Quarter of Section 7, Township 78 North, Range 5 East. Included with this memo is the vacation order and a location map.

In order to dispose of our interest in the land, Iowa Code Chapter 331.361 requires the county to hold a public hearing on the sale of the land. We are also required to follow Iowa Code Chapter 306.23 regarding notice and preference of sale. In accordance with this law, our department notified all adjacent land owners of our intent to sell the vacated piece of county road right-of-way, that the land had been appraised at a value of \$400.00, and that we will accept offers for a sixty day time period. We received one offer from an adjacent land owner, Monty Shumate, for \$427.50.

In addition to holding the public hearing, I recommend action is taken to sell the vacated piece of county road right-of-way to Monty Shumate for \$427.50. Monty Shumate was the only adjacent land owner to submit a bid and the bid exceeds the appraised value of the land. Monty owns the land adjacent to the vacated piece of road right-of-way on both the north and south sides. He has been maintaining the area for ingress and egress to his property. He would like to extend water service and build an addition to his home within the vacated road right-of-way.



**SCOTT COUNTY BOARD OF SUPERVISORS**

**ORDER PERTAINING TO THE MATTER OF THE VACATION OF A PORTION OF A  
PLATTED ALLEY ON THE NORTH SIDE OF BLOCK 1 OF ROSWELL H.  
SPENCER'S TOWN LOTS**

On July 9, 2020, the Scott County Board of Supervisors (hereinafter "the Board") met pursuant to Iowa Code §306.11 for a hearing regarding the proposed vacation of a portion of a platted alley on the North Side of Block 1 of Roswell H. Spencer's Town Lots located in the Southeast Quarter of Section 7, Township 78 North, Range 5 East. All members of the Board were present for the hearing. The Board is satisfied that proper notice of hearing has been served in accordance with Iowa Code §306.12. After the hearing, the Board makes the following findings and enters this order:

**Findings:** The road right-of-way is a portion of a platted alley on the North Side of Block 1 of Roswell H. Spencer's Town Lots located in the Southeast Quarter of Section 7, Township 78 North, Range 5 East, which runs in a southwesterly and northeasterly direction that intersects with Spencer Road. The road right-of-way is part of an official plat that was conveyed to Scott County. The road right-of-way serves as access to one house. The road right-of-way is not contiguous to the west. Scott County does not maintain this road right-of-way and it is not currently being used as a public road.

The portion of the platted alley is legally described as:

A part of the Southeast Quarter (SE ¼) of Section 7, Township 78 North, Range 5 East of the 5<sup>th</sup> P.M., Scott County, Iowa; being also a part of Roswell H. Spencer's Town Lots, recorded in Book "B" T.L.D., page 356, Scott County, Recorder's Office, and more particularly described as follows: Beginning at the Northwest Corner of Lot 4, Block 1 of said Spencer's Town Lots; thence Easterly along the Northerly line of said Lot 4, 60' to the Northeasterly Corner of Lot 4; thence Northwesterly along the extended Easterly line of said Lot 4, 20' to the Northerly Line of a 20' Alley; thence Southwesterly along the Northern line of Said 20' Alley, 60' to a point 20' Northwesterly of the Point of Beginning; thence Southeasterly along the extended Westerly Line of said Lot 4, 20' to the Point of Beginning.

Said tract being a portion of a 20' Alley platted on the North Side of Block 1 of Roswell H. Spencer's Town Lots, 60' in length adjacent on the Northerly Side of Lot 4, Block 1 in Roswell H. Spencer's Town Lots.

The Board has not received written notice of objection to the vacation from adjoining landowners or the public. None appeared at the hearing to voice objection to the proposed

vacation. The Board notes that if the platted alley is vacated, Scott County's easement will no longer exist.

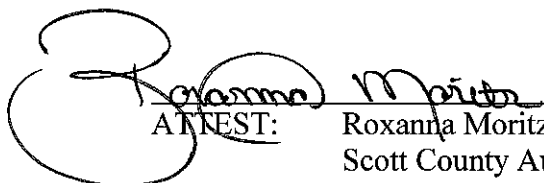
The Board recognizes that, although this road right-of-way is presently not being maintained, there is a loss of revenue to Scott County by not taxing the area. The Board is of the opinion that the general public is not served by continuing to keep this portion of a platted alley for road right-of-way. It also appears to the Board that it is in the general interest of economy and public welfare to vacate this portion of a platted alley.

**Order:** The Scott County Board of Supervisors does hereby vacate and close the designated portion of a platted alley on the North Side of Block 1 of Roswell H. Spencer's Town Lots located in the Southeast Quarter of Section 7, Township 78 North, Range 5 East, located in Scott County, Iowa.

A copy of this Order shall be filed with the Scott County Auditor.

Dated this 23<sup>rd</sup> day of July, 2020.

  
\_\_\_\_\_  
Tony Knobbe, Chairperson of the Board  
Scott County Board of Supervisor

  
\_\_\_\_\_  
ATTEST: Roxanna Moritz  
Scott County Auditor

Vacated Road Right-of-Way



Scott County Engineer's Office  
950 E. Blackhawk Trail  
Eldridge, IA 52748  
engineer@scottcountyiowa.gov  
563-326-8640

SPENCER RD

24TH AVE

VALLEY DR

SPENCER RD

GREAT RIVER RD



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

\_\_\_\_\_

DATE

\_\_\_\_\_

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 18, 2021

APPROVAL OF SALE OF A VACATED SECTION OF SCOTT COUNTY SECONDARY  
ROAD RIGHT-OF-WAY

WHEREAS, A public hearing was conducted on March 18, 2021, following publication and service of notice as required by law on the sale of a vacated section of Scott County Secondary Road right-of-way, described as follows:

A part of the Southeast Quarter (SE ¼) of Section 7, Township 78 North, Range 5 East of the 5<sup>th</sup> P.M., Scott County, Iowa; being also a part of Roswell H. Spencer's Town Lots, recorded in Book "B" T.L.D., page 356, Scott County, Recorder's Office, and more particularly described as follows: Beginning at the Northwest Corner of Lot 4, Block 1 of said Spencer's Town Lots; thence Easterly along the Northerly line of said Lot 4, 60' to the Northeasterly Corner of Lot 4; thence Northwesterly along the extended Easterly line of said Lot 4, 20' to the Northerly Line of a 20' Alley; thence Southwesterly along the Northern line of Said 20' Alley, 60' to a point 20' Northwesterly of the Point of Beginning; thence Southeasterly along the extended Westerly Line of said Lot 4, 20' to the Point of Beginning.

Said tract being a portion of a 20' Alley platted on the North Side of Block 1 of Roswell H. Spencer's Town Lots, 60' in length adjacent on the Northerly Side of Lot 4, Block 1 in Roswell H. Spencer's Town Lots.

WHEREAS, No objections have been received, either in writing or by persons present.

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

- Section 1. That the subject section of vacated road right-of-way be sold to Monty Shumate for \$427.50.
- Section 2. This resolution shall take effect immediately.



SCOTT COUNTY ORDINANCE NO. 21-

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 68 ACRES IN SECTION 36, WINFIELD TOWNSHIP FROM AGRICULTURAL-GENERAL (A-G) TO SINGLE FAMILY RESIDENTIAL (R-1), ALL WITHIN UNINCORPORATED SCOTT COUNTY.

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

**Section 1.** In accordance with Section 6-31 Scott County Code, the following described unit of real estate is hereby rezoned from Agricultural-General (A-G) to Single Family Residential (R-1) to-wit:

The NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36 in Township 80 North, Range 3 East of the 5<sup>th</sup> P.M. (Winfield Township) AND the NE $\frac{1}{4}$ NE $\frac{1}{4}$  excluding the East 555 feet of the South 800 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36 in Township 80 North, Range 3 East of the 5<sup>th</sup> P.M. (Winfield Township)

**Section 2.** This ordinance changing the above described land to Single Family Residential (R-1) is approved as recommended by the Planning and Zoning Commission with the condition that any development or subdivision require an environmental review to determine the location of historic dumpsites and that no more than six (6) lots be subdivided from the property unless this ordinance is amended.

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

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

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

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Ken Beck, Chair  
Scott County Board of Supervisors

\_\_\_\_\_  
Roxanna Moritz, County Auditor

SCOTT COUNTY ORDINANCE NO. 21-

**AN ORDINANCE TO REPEAL CHAPTER 9 OF THE SCOTT COUNTY CODE AND  
ADOPT A NEW CHAPTER 9 WHICH ADOPTS UPDATES AND AMENDMENTS TO  
SUBDIVISION REGULATIONS IN THE UNINCORPORATED AREAS OF SCOTT  
COUNTY**

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

**Section 1.** Repeal all of Chapter 9, SCOTT COUNTY CODE, 2008.

**Section 2.** Adopt a new Chapter 9, SCOTT COUNTY CODE, which reads as follows:

SCOTT COUNTY CODE  
CHAPTER 9  
SUBDIVISION ORDINANCE

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**Adopted** November 15, 1979  
**Amended/Replaced:** March 4, 1982  
December 18, 1986  
December 17, 1992  
December 22, 1998  
April 25, 2002  
March 11, 2003  
July 10, 2008 (SUDAS adopted)  
March 18, 2021

SEC. 9-1. TITLE

This Chapter may be known and cited as the "Subdivision Ordinance" of Scott County, Iowa.

SEC. 9-2. PURPOSE

- A. To provide for accurate, clear, and concise legal descriptions of real estate in order to prevent, wherever possible, land boundary disputes or real estate title problems.
- B. To encourage orderly development in unincorporated Scott County and provide for the regulation and control of the extension of public and private improvements and public services; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; to provide for the improvement of land, and the design of subdivisions, consistent with the goals, objectives and policies set forth in the Scott County Comprehensive Plan.
- C. To provide for a balance between the land use rights of individual landowners and the economic, social, and environmental concerns of the public when Scott County is reviewing proposed development, or enforcing land use regulations that will enable Scott County to encourage efficient, yet attractive, urban development patterns; to provide for the residential and business needs of the County through new and re-platted subdivisions; to preserve the availability of agricultural land; to protect soil from wind and water erosion; and to protect environmentally sensitive areas from degradation.
- D. To ensure that all subdivisions of land in unincorporated Scott County are reviewed in a consistent manner and to ensure that divisions of land do not escape review simply because they occur one division at a time or are performed to accord with legal proceedings, orders or testamentary dispositions.

SEC. 9-3. GENERAL JURISDICTION

Scott County hereby implements the authority granted counties to regulate the division of land as authorized by Chapter 354, Code of Iowa. It shall be unlawful for any person who has equitable or legal title to or any executor or administrator exercising possession or control over real estate located in unincorporated Scott County to divide the parcel of real estate into two or more smaller parcels or lots unless by a plat in accordance with this Chapter. The plat shall be submitted to the Scott County Board of Supervisors or its designee for approval or disapproval.

No plat shall be recorded, no lots sold, and no land dedicated to the County unless and until approved as herein provided.

SEC. 9-4 INTERPRETATION, CONFLICT AND SEVERABILITY

- A. In their interpretation and application, the provisions of this ordinance shall be held to be uniformly applicable minimum requirements. More stringent provisions may be required if it is demonstrated that different standards are necessary to promote the public health, safety and welfare.
- B. Where this Chapter conflicts with another law or administrative rule of the State or Federal Government, the provision of the ordinance, law, or rule with the greater restrictive impact shall apply. The subdivider and property owner shall divide their real estate in compliance with the stricter standard that affects their property.

Where this Chapter differs with private easements, covenants, or restrictive agreements, the more restrictive standard shall govern. If such private property restrictions impose lesser requirements on the subdivision or division of land, the provisions of this Chapter, or applicable State and/or Federal law, shall control.

- C. The provisions of this ordinance are separable. If a section, sentence, clause, or phrase of this ordinance is adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the remaining portions of this ordinance.

SEC. 9-5. DEFINITIONS

For the purpose of this Chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future, the singular number shall include the plural, and the plural the singular; the word "shall" is mandatory, the word "may" is permissive.

- 1. A.A.S.H.O. American Association of State Highway Officials.
- 2. ALIQUOT PART. A fractional part of a section within the United States public land survey system, only the fractional parts one-half, one-quarter, one-half of one-quarter, or one-quarter of one-quarter shall be considered an aliquot part of a section.
- 3. A.S.T.M. American Society for Testing Materials.
- 4. AUDITOR'S PLAT. A subdivision plat required by either the Auditor or the Assessor, prepared by a surveyor under the direction of the Auditor or the Assessor. Such plats are intended to clarify property tax descriptions for the purposes of assessment and taxation.
- 5. BOARD. Scott County Board of Supervisors
- 6. BUILDING SETBACK LINE. A designated front, side or rear property setback line which may be shown on a plat between a common property line of an adjacent property and/or public right-of-way line and/or private road or access easement line. No buildings or

structures may be erected closer to the dedicated right of way or road easement unless otherwise permitted in the Zoning Ordinance.

7. COMMISSION. The Scott County Planning and Zoning Commission.
8. COUNTY. The unincorporated portions of Scott County, Iowa.
9. COUNTY ENGINEER. The Scott County Engineer or any of the assistants designated to act for the County Engineer in carrying out the duties prescribed by the Code of Iowa and the County Code.
10. CUL-DE-SAC. A dead-end street permanently closed to through-traffic, being terminated by a vehicular turnaround, generally circular in shape or with provisions for vehicle turnaround approved by the County Engineer.
11. DEDICATION OF RIGHTS OF WAY. A grant to the public, Scott County, or other private entity of title in fee simple to land or other real property and improvements within the area shown on the plat for road, street and pedestrian access, public and private utilities and storm water drainage. Dedication of rights of way to the public shall not require nor imply acceptance of roads and streets within such rights of way onto the Scott County Secondary Road System for maintenance.
12. DIRECTOR. The Scott County Planning Director, the individual designated by the Board of Supervisors to administer this Chapter.
13. DIVISION. The division of a tract or parcel of land into two parcels of land by conveyance or for tax purposes. The conveyance of an easement, other than a public highway, shall not be considered a division for the purpose of this chapter.
14. EASEMENT. An authorization by a property owner for the use by another and for a specified purpose, of a designated part of his property.
15. ENGINEER. The registered engineer employed by the proprietor of a subdivision to prepare the design plans and specifications and to oversee the construction of all engineering improvements shown on the approved final plans and the requirements of Chapter 9 of the County Code.
16. FINAL PLAT. The graphical representation of the subdivision of land and accompanying legal documents and certificates which meet the requirements of this Chapter and comply with Chapters 355 and 354, Code of Iowa, and when approved by the Board of Supervisors shall be recorded in the office of the Scott County Recorder.
17. FLAG LOT. A lot shaped like a flag attached to a flagpole, where the buildable portion of the lot is connected to a street by a narrow strip or stem of land used as the driveway.
18. I.D.O.T. Iowa Department of Transportation.

19. IMPROVEMENTS. Addition of any facility or construction on land necessary to prepare land for building sites, and including road paving, drainage ways, sewer, water mains, wells, and other utilities and appurtenances.
20. LABORATORY. Any materials testing laboratory which is approved by the County Engineer.
21. LOT. A parcel of land occupied or intended for occupancy by one (1) primary building together with its accessory buildings, including the open spaces required by this Chapter and the Zoning Ordinance, and having its principal frontage upon a street or road.
22. LOT OF RECORD. A lot which is part of a subdivision, recorded in the Scott County Recorder's Office as of the adoption date of the amended Subdivision Ordinance adopted by the Board of Supervisors on March 4, 1982. For lots not part of a recorded subdivision, a lot is any parcel or tract of land recorded in the Scott County Recorder's Office prior to January 1, 1978, the adoption date of Scott County's first subdivision regulation.
23. MAJOR PLAT. All subdivisions not classified as minor plats, including but not limited to subdivisions of five (5) or more lots, or any size plat requiring any new street or extension of public facilities, or the creation of any public improvements.
24. MINOR PLAT. Any subdivision or re-subdivision containing not more than four (4) lots fronting on an existing street, not involving any new street or road, or extension of municipal facilities, or the creation of any public improvements, and not adversely affecting the remainder of the parcel or adjoining property.
25. MUTCD. Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the Iowa Department of Transportation per 761 of the Iowa Administrative Code (IAC), Chapter 130.
26. OUTLOT. A lot which is too small, too irregular, or inaccessible to allow development; or the remaining area of a large parcel from which one or more smaller lots have been subdivided which is not intended to be developed until further subdivided. An outlot may also be created for open space or stormwater drainage purposes and owned by the developer, owner's association or an adjacent property owner.
27. OWNER. Any person, or legal entity, having legal or equitable title to or sufficient proprietary interest in the land sought to be subdivided under these regulations.
28. PERFORMANCE BOND. A surety bond or cash deposit made out to the Board of Supervisors in the amount equal to the full cost of the improvements which are required by this regulation, said cost being estimated by the County Engineer and said surety bond or cash deposit being legally sufficient to secure to the County that the said improvements will be constructed in accordance with this Chapter.
29. PERSON. "Person" as used herein means individuals, executors, trustees, partnerships, corporations, firms and associations of whatever form.

30. PLANNING AND ZONING COMMISSION. The Scott County Planning and Zoning Commission.
31. PLAT OF SURVEY. Graphical representation of the division of land including a complete and accurate description of the lot or parcel, prepared by a registered land surveyor.
32. PRELIMINARY PLAT. A study, including drawings, indicating the proposed manner of layout and construction of a subdivision and its proposed improvements, which is submitted to the Board of Supervisors, the Planning and Development Department, and other applicable county departments for approval.
33. RE-SUBDIVISION. Any division of land which has previously been included in a plat of record, including auditor's plats and subdivisions. In appropriate context, it may be a verb referring to the act of preparing a plat of previously subdivided land.
34. RIGHT-OF-WAY LINE. The boundary of an area dedicated to the public, Scott County, other municipality or private entity. Typically located along the boundaries of roadways, parallel to the front property line. Whether labeled as right of way, access easement or road easement it is the line from which building setbacks are determined and measured.
35. ROAD (ROADWAY, STREET, HIGHWAY). All land within right-of-way lines or within road or access easements dedicated to or intended for public or private use and restricted to transportation, storm water drainage and utilities. Includes public and private roadways and road or access easements, but excludes private driveways and parking areas that are not in areas designated as easements.
36. ROAD OR ACCESS EASEMENT. An area shown on the plat where the ownership or fee title of the property within the easement is retained by the adjacent property owner(s) but is an area designated and reserved for the purpose of providing public or private access for roadways, sidewalks, bike trails, public and/or private utilities and storm water drainage. Whether labeled as right of way, access easement or road easement it is the line from which building setbacks are determined and measured.
37. ROAD, PRIVATE. Private roads may be within dedicated rights of way but generally are constructed within road and/or access easements. Private roads may or may not be open to public use for access to and through a subdivision. Private roads may also be restricted for the exclusive and private use of the adjacent land owners for which said easements are retained. Maintenance of private roads are the responsibility of the adjacent property owners or the Private Road Association designated for such maintenance responsibilities at the time the subdivision is recorded. This excludes private driveways and parking areas that are entirely contained on private property and not designated with any easements.
38. ROAD, PUBLIC, Public roads and streets generally are constructed within public rights of way and are intended to be open to public use and adjacent residents for access to and through a subdivision. Public roads may be maintained by Scott County or some other legal mechanism or entity as determined at the discretion of the Board of Supervisors.

39. ROAD RIGHT OF WAY. The area shown on a plat that is to be dedicated by fee title ownership to the public, Scott County, other municipality or legal entity for the purpose of providing public access for roadways, sidewalks, bike trails, public and private utilities and storm water drainage. Maintenance of roads within right of way is to be determined by the County Engineer and the Board of Supervisors.
40. STREET. See definition for ROAD.
41. SUBDIVIDER. Any person, firm, corporation, partnership, association, or trust, who shall lay out, or cause to be laid out, for the purpose of transfer of ownership or building development, any subdivision or part thereof, as herein defined.
42. SUBDIVISION. The repeated or simultaneous division of a lot, tract or parcel of land into three or more lots or tracts, for immediate or future sale, transfer or building development. The following shall also be considered subdivisions within the meaning of this ordinance: (1) divisions of property via probate procedures; and (2) divisions of property upon applications for court orders, including but not limited to judgments of foreclosure and equitable distributions of property pursuant to dissolution of marriage proceedings. The term includes re-subdivision and when appropriate to the context shall relate to the process of subdividing or the land subdivided.
43. SUDAS. Iowa Statewide Urban Design Manual and Specifications with General Supplemental Specifications, current edition at the time of submittal of the Preliminary Plat.
44. SURVEYOR. A registered land surveyor who engages in the practice of land surveying pursuant to Chapter 355, Code of Iowa.
45. TRACT. A aliquot part of a section, a lot within an official plat, or a government lot.
46. TRAFFIC SURFACE. The wearing or exposed surface of a roadway used by vehicular traffic. Traffic surface may include prepared shoulders, but the width is measured between the edge of the surfaced area intended for vehicular traffic.
47. TWENTY-EIGHT E AGREEMENT. An agreement between the County and one or more organizations or municipalities, pursuant to Chapter 28E, Code of Iowa and which may stipulate the standards, procedures and jurisdictional area over which both the County and the incorporated municipality have a right of review of proposed subdivisions.

SEC. 9-6. EXEMPTIONS

- A. The division of land for agricultural purposes into parcels of forty (40) acres or more not involving any new road, street, easement or other dedication, shall not be considered a subdivision as defined above and shall be exempt from the requirements of this Chapter.
- B. Boundary line adjustments to parcels will not be considered a subdivision if the access is not affected, the new lot created is permanently attached to the existing lot for development purposes, and no new residential building right is created.



- C. Auditor's Plat, as prescribed in Chapter 354, Code of Iowa is exempt from the subdivision review process but still must comply with the Plat of Survey approval process.

SEC. 9-7. PLATS IN UNINCORPORATED AREAS WITHIN TWO MILES OF THE CORPORATE LIMITS OF CITIES

For subdivisions located in the unincorporated area of Scott County but within two miles of the City limits of a municipality which has established an area of subdivision review outside of its corporate limits, the following shall apply:

- A. When the subdivision regulations of the municipality are the same as those adopted by the County, then both the County Board of Supervisors and the respective municipality shall have jurisdiction and review over the proposed subdivision.
- B. When the proposed subdivision is located within two miles of the limits of a municipality, and that municipality has adopted different subdivision regulations than the County, the review of the subdivision shall be pursuant to the terms of an agreement made between the County and the municipality pursuant to Chapter 28E, Code of Iowa. The agreements shall stipulate the standards and procedures to be used for the review of proposed subdivisions located in the area of overlapping jurisdictions between the County and the municipality. If no Chapter 28E agreement exists between the County and the municipality, the subdivision shall meet the most restrictive standards of both ordinances.
- C. Where the proposed subdivision is located in overlapping areas of review of two municipalities, the provisions of Chapter 354, Code of Iowa apply. The County shall also review the proposed subdivision to ensure compliance with this Chapter.
- D. The developer of such plat is encouraged to apply for concurrent review by the municipality and Scott County. The Board of Supervisors will review the plat only after the Final Plat has been reviewed and approved by the applicable municipality. After final approval by the Board, the subdivision plat shall be recorded in the Office of the Scott County Recorder.

SEC. 9-8. SUBDIVISION CLASSIFICATION

Any proposed subdivision or re-subdivision shall be classified as a minor subdivision or a major subdivision before the review procedure begins.

- A. Plat of Survey (a division of land, not part of a subdivision, into two parts or an Auditor's Plat) need only be reviewed by the person designated by the Planning and Development Department.
- B. A minor subdivision need only provide a sketch plan for Commission review prior to submitting a Final Plat in accordance with Sections 9-15 et seq.

- C. A major subdivision shall start with a sketch plan as described in Section 9-12, proceed with the full Preliminary Plat review, file a detailed engineering design construction plans and specifications, and finally submit the Final Plat for approval.

SEC. 9-9. PLAT OF SURVEY SUBMITTAL

- A. A land owner who splits off a lot, tract, or parcel of land from a lot of record or aliquot part for the first time shall prepare a plat of survey for the Director of Planning and Development. Information on the plat shall include everything required in Chapters 355 and 354, Code of Iowa, including the following:
  - (1) The name of the proprietor.
  - (2) An accurate description of each parcel.
  - (3) The total acreage of each parcel.
  - (4) The total acreage of any portion lying within a public or private road right-of way or access easement.
  - (5) The current zoning district classification.
  - (6) The plat of survey shall be at a scale that is clearly stated and graphically illustrated.
  - (7) A signed and dated statement of the surveyor, stating that the plat of survey complies with Chapter 355, Code of Iowa.
  - (8) An approval block entitled: "MEETS SUBDIVISION AND ZONING ORDINANCE REQUIREMENTS, SCOTT COUNTY PLANNING AND DEVELOPMENT DIRECTOR (date)".

Filing fee based on the fee schedule approved by resolution of the Board of Supervisors.

- B. The remaining portion of the lot of record shall not require a new survey, unless required by the Scott County Auditor. When the Director, or designee finds the Plat of Survey complies with subdivision and zoning ordinances, the Director shall sign the approval block and return to the surveyor who shall forward the plat to the Recorder's Office for recording. The Director's review shall be completed within three working days.

SEC. 9-10. MINOR PLAT SUBMITTAL

- A. The subdivider shall prepare a sketch plan and a location map to provide the Director and planning staff, applicable County departments, and the Commission with enough information to review and approve the minor plat. After the Commission has reviewed and established such conditions as deemed necessary to comply with the zoning and subdivision ordinances, the subdivider shall prepare a Final Plat as required in Sections 9-15 et seq. At the discretion of the Planning Director the sketch plan and Final Plat review

may be combined into one step, provided all requirements of each procedure are met and all applicable filing fees are paid.

- B. Sketch Plan: Two (2) large format copies of the sketch plan, drawn to a scale; that is appropriate and graphically illustrated and one (1) copy of the plan reduced to fit an 11 x 17 inch page shall be filed with the Planning and Development Department. Additionally, the sketch plan in digital format, preferably as a PDF or other machine-readable format accessible by the County I.T. system, shall be submitted. The sketch plan shall include the following (if applicable):
- (1) A legal description and total acreage of the property being platted and acreage for each lot minus the public road right-of-way and acreage for that portion lying within the public or private road right-of-way.
  - (2) Existing contour intervals of not more than five (5) feet with a minimum of two (2) contours per plat. If the site is level, this should be indicated on the sketch plan. Drainage arrows shall be drawn showing the direction of flow of surface water.
  - (3) Location of existing property lines, surface features such as buildings, road, railroads, tree cover, existing easements, zoning and similar items on or adjacent to the development.
  - (4) Locations of proposed property lines, easements, lot areas, and proposed contours, if the landscape will be changed.
  - (5) Location of all adjoining subdivisions, streets, and surface features.
  - (6) The title, in bold letters at the top right corner, under which the proposed subdivision will be recorded, with the name and address of the owner and subdivider; also north arrow, scale, and date.
  - (7) A location map showing the relationship of proposed subdivision to the surrounding area encompassed by a two-mile radius.
  - (8) Filing Fee based on the fee schedule approved by resolution of the Board of Supervisors.
- C. Review Procedure: After all materials, information and fees have been filed, the Planning and Development staff shall establish a review date with the Planning and Zoning Commission at least fifteen (15) days and not more than thirty (30) days from the date of filing. The Planning and Development staff shall notify by ordinary first class mail all property owners of record within five hundred (500) feet of the proposed subdivision. The Commission shall review the sketch plan and applicable materials along with technical comments from the general public, County Engineer, Health Officer, and the Planning and Development staff.
- D. Within thirty (30) days of Commission review, the Commission shall either approve or disapprove the sketch plan. If necessary for approval, the Commission may attach such

conditions as are necessary to meet the guidelines of the Scott County Comprehensive Plan. If the Commission disapproves the sketch plan, a statement setting forth the reasons for disapproval shall be given to the subdivider. The subdivider may refile a sketch plan which meets Commission approval or may appeal the Commission's decision to the Board of Supervisors.

- E. Status of Commission's Decision: Upon approval of the sketch plan, the subdivider may proceed with preparation of the Final Plat as required in Section 9-15 et seq. If the subdivider does not file a Final Plat and applicable materials within three (3) months of Commission approval, or authorized extension thereof, the sketch plan shall become null and void. After the expiration of the three (3) month time period or the extension, the subdivider will be required to re-file the sketch plan pursuant to Sec. 9-10(A)-(B) for a new review by the Commission.

#### SEC. 9-11. MAJOR PLAT SUBMITTAL

Any land to be subdivided or replatted in which five (5) or more lots will be created, or any size subdivision requiring a new internal road, extension of municipal facilities, or common facilities shall be considered a major plat and shall comply with the procedures of Section 9-12 et seq.

#### SEC. 9-12. SKETCH PLAN DISCUSSION (MAJOR PLAT)

Prior to the filing of a Preliminary Plat of a Major Plat, the subdivider shall submit a sketch plan to the Planning and Development staff along with other pertinent material relating to the proposed subdivision in order for staff to review and provide comments on the proposed development. This may include information relative to the site and conditions of the site, existing community facilities and utilities on and adjacent to the site, number and size of lots proposed, etc. It is suggested that for the maximum benefit, the sketch plan material and review procedures should include at a minimum:

- A. Location Map: Location map should show relationship of the proposed subdivision to the streets and other community facilities serving it.
- B. Sketch Plan: The sketch plan should show in simple sketch form proposed layout of streets, lots, and other features in relation to existing conditions.
- C. The developer is encouraged to meet with appropriate County staff (and city staff if applicable) to review the various elements of the proposal. The Planning and Development Department will provide written comments to the developer within two (2) weeks of the meeting unless unusual complications arise. For major plats, there is no fee for staff review at the sketch plan stage.
- D. At the discretion of the Planning Director or the request of the applicant such sketch plan may be submitted for the review of the Planning and Zoning Commission following the procedures in Section 9-10.(B-E) which does include payment of the required sketch plan fee.

SEC. 9-13. PRELIMINARY PLAT SUBMITTAL

Following sketch plan review of a Major Plat, the subdivider may prepare a Preliminary Plat and shall file the plat and other required material with the Director in an application for Preliminary Plat approval. The application for Preliminary Plat approval shall include the following:

- A. Plat: Two (2) large format copies of a plat, drawn to a scale by a surveyor-that is appropriate and graphically illustrated, and one (1) copy of the plat reduced to fit a 11 x 17 inch page. Additionally, the Preliminary Plat in digital format, preferably as a PDF or other machine-readable format accessible by the County I.T. system shall be submitted. The plat shall include the following information:
- (1) The complete legal description of the property to be platted including descriptive boundaries of the subdivision and total acreage of the subdivision.
  - (2) Existing contour intervals of not more than five (5) feet, provided, however, that a minimum of two (2) contours shall be shown on any plat. Contour intervals of less than five (5) feet may be required at the Planning and Development staff's discretion.
  - (3) The location of property lines, easements, and all such surface features as buildings, railroads, utilities, water courses, major tree cover, and similar items on or adjacent to the development. Also, the location and size of such sub-surface features as the nearest storm and sanitary sewers, water mains, culverts, gas mains, above and below ground electric transmission lines or cables, cable TV lines and drain tiles.
  - (4) A vicinity map at a scale of not more than one thousand (1000) feet to the inch shall be shown on or accompany the proposed plat. This map shall show how streets and roads in the proposed subdivision will connect with existing and proposed streets and roads in neighboring subdivisions or undeveloped property to produce the most advantageous development of the entire area; the expected ultimate development of all contiguous property under the control of the subdivider; and the location of any nearby parks, schools, or other public facilities that might be affected by the proposed subdivision.
  - (5) All existing adjacent subdivisions, streets and individual tracts and parcels together with the names of record owners of land immediately adjoining the proposed subdivision and between it and the nearest existing streets or roads.
  - (6) The title in bold type at the top right corner, under which the proposed subdivision is to be recorded, with the name and address of the owner and subdivider; also north arrow, scale, date, name and address of surveyor.
  - (7) Sites for schools, parks or playgrounds proposed by the subdivider for public or private use.
  - (8) The zoning districts for the subdivision and the adjacent properties.

- (9) The location, width and dimensions of all streets and grounds proposed to be dedicated for public use.
- (10) The location and width of proposed utility easements.
- (11) The manner of providing water supply and sewage treatment facilities.
- (12) Filing fee based on the fee schedule approved by resolution of the Board of Supervisors.

SEC. 9-14. PRELIMINARY PLAT REVIEW AND APPROVAL (MAJOR PLAT)

- A. Distribution: Immediately upon the filing of copies of the Preliminary Plat materials and filing fee, one (1) copy of the plat shall be retained by the Director for the Planning and Zoning Commission file, one (1) copy shall be used for review by the Director, seven (7) copies shall be reserved for the Planning and Zoning Commission members, and one (1) reduced copy shall be sent to each of the following County officials or departments for their review: County Engineer, Assessor, Auditor and Board of Health.
- B. Review by County Officials: Within fifteen (15) days of receipt of the materials from the Director, the several County officials or departments shall complete their reviews of the Preliminary Plat materials and shall submit their written comments to the Director. The Director in turn, shall send his and their technical review and comments to the subdivider and to the Planning and Zoning Commission for its consideration at its next meeting.
- C. Public Hearing: Upon receipt of the preliminary plat, the Director shall initiate the steps necessary to hold a public hearing before the Commission. Notice shall be given by publication in a newspaper in general circulation in the County and by written notification to all property owners of record within five hundred (500) feet of the subject property. The Planning and Zoning Commission shall hold the public hearing before recommending to the Board of Supervisors. At the discretion of the Commission, a public hearing may be required for the review of the Final Plat.
- D. Recommendation by Planning and Zoning Commission: The Planning and Zoning Commission shall review the Preliminary Plat and applicable materials and the technical review comments at its next meeting. Within forty-five (45) days after date of receipt the Planning and Zoning Commission shall recommend to the Board of Supervisors that the Preliminary Plat be approved, approved with conditions, or disapproved. The subdivider may agree to an extension of the time by the Planning and Zoning Commission for a period not to exceed sixty (60) days. If the Planning and Zoning Commission recommends disapproval, a statement setting forth reasons for disapproval shall be submitted to the Board of Supervisors and to the subdivider.
- E. Approval or Rejection by Board of Supervisors: The Board of Supervisors shall approve or disapprove the Preliminary Plat at a regular meeting within thirty (30) days after receipt of a recommendation from the Planning and Zoning Commission. If the Board of Supervisors does not act within thirty (30) days, the Preliminary Plat shall be deemed to be disapproved.

- F. Duration of Approval: Approval of the Preliminary Plat shall be effective for twelve (12) months: except, however, the Board of Supervisors, upon written request of the subdivider and advice of the Director, may grant an extension of time. If the Final Plat, which may be just a part of the Preliminary Plat, is not filed with the Director within twelve (12) months, or authorized extension thereof, all previous approvals of the Preliminary Plat shall become null and void.
- G Status of Approval: Upon approval of the Preliminary Plat by the Board of Supervisors, the subdivider may proceed with the preparation of the Final Plat and detailed construction drawings and specifications for the improvements required under this Chapter, and may install these improvements when approved by the Director and County Engineer.

The approval of the Preliminary Plat by the Board of Supervisors is not revocable if the Final Plat conforms in every respect with the Preliminary Plat as approved by the Board of Supervisors. The Final Plat may be disapproved by the Board of Supervisors if it contains changes from the Preliminary Plat not agreed upon during the Preliminary Plat review stage.

SEC. 9-15. FINAL PLAT SUBMITTAL (MINOR AND MAJOR PLATS)

Following approval of the sketch plan of a Minor Plat or the Preliminary Plat of a Major Plat, the subdivider may prepare a Final Plat and other material required to file for final approval. The Final Plat shall comply with the specific requirements of Chapter 354, Code of Iowa. The application for final approval shall include the following:

- A. Plat: Two (2) large format copies of the plat, made from an accurate survey by a surveyor drawn to a scale that is appropriate and graphically illustrated, and one (1) copy of the plat reduced to fit an 11 x 17 inch page. Additionally, the Final Plat in digital format, preferably as a PDF or other machine-readable format accessible by the County I.T. system, shall be submitted. The plat shall include the following information:
  - (1) The boundaries of the property, the lines of all proposed streets with their width, and any other areas intended to be dedicated to public use. The boundaries shall be accurately tied to the nearest US Public Land Survey System land corner and also to the GPS Control Monuments that are part of Scott County's network of GPS survey control.
  - (2) The lines of adjoining roads and streets with their width and names.
  - (3) All lot lines, lot and block numbers and building setback lines from road right of way and/or road easement in accordance with the Zoning Ordinance, with figures showing their dimensions.
  - (4) All dimensions, both linear and angular, necessary for locating boundaries of the subdivided area, or of the lots, streets, easements, and building line setbacks, and any other similar public or private uses. The linear dimensions shall be expressed in feet and decimals of a foot.

- (5) Radii, arc and chords, points of tangency, central angles for all curvilinear streets, and radii for rounded corners.
- (6) Title, in bold print at top right of plat, and complete legal description of property subdivided, showing its location and extent, points of compass, date, scale of plat, and certification and name of surveyor who prepared and is responsible for monumentation.
- (7) The accurate outline of all property which is offered for dedication for public and/or private use with the purpose indicated thereon, and of all property that may be reserved by deed covenant for the common use of the subdivision property owners and/or owners association.
- (8) Signed statements of all affected utilities officials agreeing to the utility easements.
- (9) Signed statement of surveyor that the plat complies with Chapter 355, Code of Iowa.

B. Additional Materials for Major Plat submittals: Two (2) copies of the following material shall also be submitted prior to or in conjunction with the Final Plat:

- (1) Detailed Engineering Design-Construction Plans and Specifications in accordance with SUDAS current adopted edition Plan and profiles of all streets. Profiles shall show proposed location, size and grade of all utilities including conduits, sewers, pipelines, etc., to be placed underground in the road right-of way. Profiles of east and west streets shall be drawn so that the west end of the profile shall be at the left side of the drawing and profiles of north and south streets shall be drawn so that the south end of the profile shall be at the left end of the drawing. For details see SUDAS current adopted edition. All engineering design documents shall be prepared by or under the direct personal supervision of a duly licensed professional engineer under the laws of the State of Iowa.
- (2) Erosion and Sediment Plan: Two (2) copies of the plan for reducing erosion and controlling sediment on the subdivision site during and after construction, prepared in accordance with this Chapter and the standards and specifications of the Iowa Department of Natural Resources. The erosion and sediment control plan shall include as a minimum the following information for the entire tract of land, whether or not the tract will be developed in stages:
  - a Such soils information and interpretations pertaining to the site as may be available from the Soil Conservation District;
  - b Plans and specifications of soil erosion and sedimentation control measures to be applied to the site in accordance with the official standards and specifications of the Iowa Department of Natural Resources;



- c. A timing schedule indicating the anticipated starting and completion dates of the development sequence and the time of exposure of each area prior to the completion of effective erosion and sediment control measures; and
  - d. A Copy of the Iowa Department of Natural Resources NPDES General Permit #2 which includes a Stormwater Pollution Prevention Plan.
- (3) Percolation Test: All proposed lots may have an acceptable percolation test or a design prepared by a registered professional engineer for an innovative or alternate sewage treatment and disposal system as reviewed and approved by the Scott County Health Department.
  - (4) Performance Bond and Approved Cost Estimate: Two (2) copies of a detailed cost estimate for installing all new improvements prepared by the subdivider's engineer for the purpose of determining an amount of the performance bond. (if applicable).
  - (5) Filing fee based on the fee schedule approved by resolution of the Board of Supervisors.

SEC. 9-16. FINAL PLAT REVIEW AND APPROVAL

- A. Distribution: Immediately upon filing of the required copies of the Final Plat and additional materials, one (1) copy of the plat shall be retained by the Director for the Planning and Zoning Commission file, one (1) copy shall be used for review by the Director, and one (1) copy shall be provided to each Planning and Zoning Commission member. Reduced copies of the plat along with necessary materials shall be sent to the County Engineer, Assessor, Auditor and Board of Health for review and comments.
- B. Review by County Officials: Within ten (10) working days of receipt of materials from the Director, the several County officials or departments shall complete their reviews of the plat materials and shall submit their written comments to the Director.
- C. Public Hearing: Before recommending approval of a Final Plat, the Planning and Zoning Commission may at its discretion hold a public hearing which would have been a condition of Preliminary Plat approval. Notice of which shall be given by publication in a newspaper in general circulation in the county and by written notification to all property owners within five hundred (500) feet of the subject property.
- D. Recommendation by Planning and Zoning Commission: The Planning and Zoning Commission shall review the Final Plat and application materials and the technical review comments, including information on the status of implementation of the erosion and sediment control plan, at its next meeting and within thirty (30) days shall recommend to the Board of Supervisors that the Final Plat be approved or disapproved. If the Planning and Zoning Commission recommends disapproval, a statement setting forth reasons for disapproval shall be submitted to the Board of Supervisors and to the subdivider.
- E. Approval or Rejection by Board of Supervisors: The Board of Supervisors will receive the Final Plat materials and all attachments required by Chapter 354, Code of Iowa, and within

sixty (60) days review the Commission's recommendation. The Board shall act to either approve or disapprove the Final Plat within thirty (30) days after receipt of the plat from the Director, except, however, the Board of Supervisors, upon written request of the subdivider and advice of the Director, may grant an extension of time to act on the Commission's recommendation on the Final Plat.

- F. Final Plat Attachments: As required by Chapter 354.11, Code of Iowa, the following signed documents shall be submitted to the Planning and Development Department within sixty (60) days of the Planning and Zoning Commission recommendation, prior to the review by the Board of Supervisors:
- (1) Proprietors' statement of consent and dedication of land for public use.
  - (2) Mortgage holders' or lien holders' statement of consent or substitute affidavit and bond, if applicable.
  - (3) Attorney's opinion letter.
  - (4) Certificate of County Treasurer.
  - (5) Surveyor's Certificate.
  - (6) Restrictive or Protective Covenants/Homeowners Association documents, if applicable.
  - (7) Performance bond, if applicable.
- G. Status of Approval: Approval by the Board of Supervisors authorizes the filing of the Final Plat with the County Auditor and Recorder, in accordance with the provisions of existing statutes and following procedures as required by the Auditor and Recorder, and acknowledges the acceptance of the layout and design of all roads, streets, alleys, easements, parks or other areas reserved for or dedicated to the public along with the required surety bonds or checks guaranteeing that the improvements required herein shall be installed. Acceptance of the dedication of roads and streets to the public shall not require nor imply acceptance of such roads and streets onto the Scott County Secondary Road System for maintenance.
- H. Duration of Approval: Approval of the Final Plat may become null and void if the plat is not recorded within sixty (60) days of Board of Supervisors approval. After said period of sixty (60) days, the Director shall place on the agenda of the Commission the Final Plat to consider whether it should be nullified or granted an extension. The subdivider shall be notified of the hearing and provided time to explain why the Final Plat was not recorded within sixty (60) days. After a hearing, the Commission shall recommend to the Board of Supervisors to either nullify or extend the recording time for the Final Plat. The Board shall review the recommendation and act to either nullify or grant an extension.
- I. Appeal of disapproval: If the plat is disapproved or approved subject to condition(s) by the Board of Supervisors, the applicant has the right to appeal, subject to the provisions of 354,

Code of Iowa, to the District Court within twenty (20) days after the date of the denial of the application or the date of the receipt by the applicant of the requirements for approval of the subdivision.

SEC 9-17                    STANDARDS FOR DESIGN AND DEVELOPMENT

No Minor, Preliminary or Final Plat shall be approved by either the Planning and Zoning Commission or the Board of Supervisors unless it conforms to the Scott County Comprehensive Plan, the Land Use Policies, and the Scott County Zoning Ordinance. Such minor, preliminary and final plats shall also conform to the following applicable minimum standards and requirements:

- A.     Large Lot Subdivision: Whenever the area is divided into lots of such size that there are indications that the lot will eventually be re-subdivided into small building lots, consideration shall be given to the street and lot arrangement of the original subdivision so that additional minor streets can be opened which will permit a logical arrangement of small lots.
  
- B.     Relation to Adjoining Street System: The arrangement of streets in new subdivisions shall make provision for the continuation of the principal existing streets in adjoining subdivisions, or for a proper intersection with said streets in the new subdivision shall connect therewith, or their proper projection where adjoining property is not subdivided insofar as they may be necessary for public requirements. The width of such streets in new subdivisions shall not be less than the minimum street widths established herein. The street arrangement shall also be such as to cause no hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it.

The platting of half streets shall not be permitted.

- C.     Street: (See SUDAS for design specifications).
  - (1) All improvements including but not limited to roadway, stormwater, sanitary sewers, water mains, utilities, sidewalks, traffic control, erosion and sediment control shall be designed in accordance with the SUDAS Design Manual and Specifications. Roadway design elements shall meet or exceed the criteria established in the “Preferred” table listed in SUDAS. For designs where this is not practical, values between the “Preferred” and “Acceptable” tables may be utilized, with approval of the County Engineer.
  
  - (2) Right-of-way and road easement widths  
The following minimum widths of right-of-way or easement shall be required:
    - a.     Local residential streets:
      - i.     Curb and gutter – fifty (50) feet
      - ii.    Open ditch – fifty (50) feet with fifteen (15) foot utility and drainage easements adjacent to both sides of the road easement
    - b.     Arterial and Collector Streets:
      - i.     The subdivider’s engineer shall submit the proposed roadway cross-section to the County Engineer for review. The County Engineer will

determine the necessary right-of-way width required to properly maintain all roadway elements.

- c. Shared driveways serving four (4) lots or less:
  - i. Open ditch – forty (40) feet with a ten (10) foot utility and drainage easement adjacent to one side of the road easement.

(3) Road and Roadway Drainage:

- a. Grades shall be thoroughly compacted before placing any base or surface materials. The County Engineer may require compaction with moisture and density control. The developer shall be responsible for providing process control sampling, testing, and inspection. All testing documents shall be submitted to the County Engineer for review and approval prior to placing any base or surface material.
- b. All street construction shall be centered on the right-of-way.
- c. If the outlet for surface drainage is outside the boundaries of a subdivision, the developer shall also provide drainage easements and/or flowage agreements from the abutting property owners to said approved outlet.
- d. Driveways in open ditch sections shall be constructed in accordance with SUDAS design and specifications for curb and gutter sections and shall have a minimum width at the right-of-way line of ten (10) feet. Drive culverts shall be of the size required (minimum 15” diameter) and a minimum length of twenty-four (24) feet. Driveway fore slope shall be a minimum of 10:1 for driveways without a drainage structure and 6:1 where there is a drainage structure.
- e. Streets which are not projected to exceed four (4) lots shall be constructed with a minimum six (6) inch rock base and two (2) inch asphalt surface. In certain cases (favorable soils) the County Engineer may allow an eight (8) inch rock base with a seal coat surface. Subgrade preparation shall be required in accordance with SUDAS. The County Engineer may require compaction with moisture and density control. The developer shall be responsible for providing process control sampling, testing, and inspection. All testing documents shall be submitted to the County Engineer for review and approval prior to placing any base or surface material.
- f. Sanitary sewers and water mains shall be placed on opposite sides of the pavement near the right-of-way line or as approved by the County Engineer. Before placement of the pavement, house connections for the sanitary sewer and water mains shall be extended a minimum of 10 feet beyond the right-of-way line onto private property.
- g. All roads and streets to have traffic control signs and street name signs in accordance with the MUTCD.
- h. All street crossings by utility service lines shall be placed prior to construction of the road on street base and surface courses and, if possible, prior to grading the sub-base. All utility appurtenances such as transformers, pedestals and cabinets shall be placed outside the road right-of-way. Utility poles, if permitted, shall be located at or outside the right-of-way and shall have the required lines clearances.
- i. All dead-end streets shall terminate in a circular cul-de-sac, designed in accordance with SUDAS, with a one hundred (100) foot diameter right-of-way. If a street is to be extended at a later date a temporary easement and a temporary

turn-around will be required. In some cases an alternate type of turn-around may be used if approved by the County Engineer.

- j. All entrances onto County roads will require a County permit from the County Engineer's office (both street and driveway approaches).
- (4) Subdivisions with only one access shall not contain over thirty (30) residential lots unless streets within such subdivision are extended to the boundary of adjoining undeveloped property to allow for future connection and additional access; in which case such subdivision shall not contain more than fifty (50) residential lots until such time as a second access is provided. Cul-de-sacs or dead end streets designed to be permanently closed shall not be more than thirteen hundred twenty feet (1,320') in length, when measured from centerline of the nearest intersecting street (other than the intersection of another cul-de-sac) and the center radius of cul-de-sac turn around that is most distant from the subdivision entrance
  - (5) It shall be the responsibility of the Board of Supervisors upon recommendation of the Planning and Zoning Commission to assign street names to new roads in Scott County as follows:
    - a. The developer may propose street names or numbers to the Commission. The official street designation shall comply with the standards of Section 8-4 County Code. The final plat shall show the assigned street name or number prior to recording. The residence or business address will not be assigned until a building permit is issued.
    - b. All new subdivisions shall be required to comply with the Rural Address System as adopted in Chapter 8 of the County Code.
    - c. Subdivision property owners on private roads and streets are responsible for the purchase, installation, and maintenance of road identification markers at private subdivision road intersections within their subdivision. The specifications for the markers shall be in accordance with the Iowa MUTCD as specified in Section 8-2(6) and Section 8-7 of the County Code. Only those names/numbers assigned in the Property Numbering Map(s) are allowed on private roadway intersections. Any other roadway designations are in violation of this Chapter and must be removed within a reasonable time period.
  - (6) Streets and roadways will be built to design standards and specifications established by the current edition of SUDAS. As of the adoption date of this ordinance, all new subdivision roads, with the exception of new subdivisions in the Community Area Development of Park View, shall be privately maintained roads and suitable provisions for maintenance and upkeep of such private roads shall be provided through homeowners association, deed covenants, or through other legal mechanisms as approved by the Board of Supervisors.

- (7) Proper access shall be given to all lots from a dedicated or recorded right of way or road or access easement. The Policy and Regulations for Entrances to Primary Roads of the Iowa Department of Transportation are herewith adopted by reference and made a part of this Chapter, and violation of the aforesaid Policy and Regulations is a violation of this Chapter and subject to the penalties contained herein with the same force and effect as if said Policy and Regulations were contained herein. Said Policy and Regulations are on file in the Office of the County Engineer.
  - (8) Access from lots to county and state roads shall be made via subdivision roads whenever possible.
  - (9) The subdivider's engineer shall certify that the sight distance at all proposed intersections, both internally and at the county road intersection, meet the current adopted edition of SUDAS design manual and specifications.
- D. Utility Easements: Easements of not less than ten (10) feet in width shall be provided on all property lines or right-of-way lines, where necessary for poles, wires, conduits, storm and sanitary sewer pipe, gas water, telephone, cable TV or other utilities.
- E. Lots:
- (1) The lot arrangement and design shall be such that all lots will provide satisfactory and desirable building sites properly related to topography and the character of adjacent development.
  - (2) All side lot lines shall be substantially at right angles or radial to street center lines unless the Planning and Zoning Commission shall agree that a variation to this requirement will provide for better street and lot arrangement. Double frontage lots shall be avoided except where essential to provide separation of residential development from major traffic arteries or to overcome specific disadvantages of topography.
  - (2) The minimum dimensions for lots shall be in accordance with the bulk regulations of the Zoning Ordinance for the district within which the subdivision is located; provided, however that the depth of a lot shall not exceed three (3) times the width, unless it is a flag lot.
  - (4) Flag lots are permitted if the stem is at least twenty (20) feet wide from the street to the buildable portion of the lot. The stem must be located where it is reasonable to construct a private drive from the street to the principal building. The buildable portion must meet the minimum area requirements for that particular zoning district.
  - (5) Corner lots shall be of such width as to permit the maintenance of all yard requirements as required by the Zoning Ordinance.

(6) All lots at street intersections shall have a radius of not less than twenty-five (25) feet at the street corner. A greater radius shall be required for intersections involving one or more major streets. A cut-off or chord may be substituted for the circular arc.

F Front Building Lines: Front Building lines shall be shown on all lots intended for residential, commercial or industrial use. Such building lines shall not be less than the minimum yard requirements of the Zoning Ordinance for the district within which the property is located. Corner and double frontage lots shall show a front building line parallel to all street right of way or road easement lines.

G. Sanitary Sewers: Subdivisions containing less than thirty (30) lots may install septic systems or other approved on-site treatment systems using County Health Department standards. Subdivisions containing thirty (30) or more lots when median lot size is less than one (1) acre shall provide for common sanitary sewage treatment using the administrative rules of the Iowa Department of Natural Resources. Subdivisions containing more than thirty (30) lots when 90% or more of the lots are greater than 1 acre in size may install septic systems in lieu of the common treatment using County Health Department standards. Lots where septic systems are proposed shall provide adequate space for two (2) septic fields, the second field to act as a backup when the first field fails.

H. Stormwater Management: The developer shall design stormwater management facilities in accordance with SUDAS. Stormwater management infrastructure shall be designed to manage the quantity and quality of stormwater runoff generated within and exiting the development site. The developer shall utilize best management practices that promote on-site storage and infiltration to limit the amount of impervious areas and discharge from the development site.

All lots and internal streets shall be adequately drained. Stormwater runoff shall be controlled through enclosed storm sewers or overland drainage. Detention facilities sufficient to capture the runoff of a 24-hour, one hundred (100) year storm calculated at a rate that would be generated from post-development impervious area shall be placed in the subdivision. The release rate of stormwater out of the detention facility shall be restricted so as not to exceed the volume produced by a five (5) year storm when measured at the pre-developed flow rates. The velocity of the water leaving the subdivision shall be reduced so as not to cause erosion.

Drainage easements or common outlots may be required, but the land shall remain privately owned. Drainage easements along common lot lines twenty (20) feet wide, generally ten feet on either side of the common lot line shall be shown on the plat. Areas of natural drainage of ten (10) square miles or more may require fifty (50) feet or more of width for drainage easements.

Suitable provisions for maintenance and upkeep of common stormwater facilities shall be provided through homeowners association, deed covenants, or through other similar provisions as approved by the Board of Supervisors. A drainage easement is required where stormwater from a subdivision crosses an adjacent property to reach a natural stream or public drainage facility.

Enclosed storm sewers require County Engineer approval before construction of the subdivision begins. Submittal of the stormwater facility design and approval by the County Engineer does not constitute a formal review of all design calculations or relieve the design engineer from their obligation to meet the above listed requirements. The County Engineer's approval is solely to acknowledge that a design plan was submitted by a duly licensed professional engineer under the laws of the State of Iowa and all required documents have been submitted.

I. Water: Subdivisions containing fifteen (15) or more lots that are located within ½ mile of a public water utility shall extend water service from such utility when determined to be feasible. Subdivisions containing five (5) or more lots shall provide for a common water supply using the administrative rules of the Iowa Department of Natural Resources. Subdivisions containing fewer than five (5) lots may have private wells which meet the County Health Department standards. Once the development is complete, the restrictive covenants will provide for the common water system to be turned over to a homeowners' association or quasi-public organization. The association or organization would own, operate, and maintain the common water system.

J. Protection of Natural Vegetation Cover: Whenever a wooded site is to be developed no more than fifteen percent (15%) of the naturally occurring canopy-tree cover shall be removed due to surface earth grading, roadway construction, building site clearance, or any other construction activity associated with subdivision site improvement. Whenever removal of more than fifteen percent (15%) of the naturally occurring vegetation cover is deemed necessary and unavoidable a mitigation replanting measure shall be implemented. Such mitigation shall require re-establishment of one (1) native tree of a similar specie to those removed for every three trees of three (3) inch caliper or greater removed or fatally damaged.

Environmentally sensitive and primitive areas should be avoided to the greatest extent possible. Such areas include slopes in excess of 25%, native forest growth, native prairie grass, and wetlands. If development is proposed for such an area, the subdivider shall present a protection plan to the Planning and Zoning Commission.

K. Open Space Requirements: In all residential subdivisions of fifteen (15) lots or more there shall be a minimum area of ten thousand (10,000) square feet plus an additional two thousand (2,000) square feet for each lot over fifteen (15), dedicated or reserved as usable, common open space land. The land need not be contiguous, but no parcel dedicated or reserved for common open space shall be less than ten thousand (10,000) square feet in size. Common open space land shall be clearly designated on the subdivision plan as to character of use and development, be intended for the private use of the residents of the subdivision, and shall not include:

- i. Areas reserved for the exclusive use or benefit of an individual tenant or owner;
- ii. Dedicated streets, common wells, sewer treatment facilities, open drainage ditches, drainage storage areas, other public rights-of-way, and other areas deemed unsuitable open space;
- iii. Vehicular drives, parking, loading, and storage areas.



- (1) Suitable provisions for maintenance and upkeep of open space shall be provided through homeowners association, deed covenants, or through other similar provisions as approved by the Board of Supervisors.
- (2) Large lot subdivisions, provided that at least ninety percent (90%) of all lots have lot areas of 1½ acres or more shall be exempted from the open space requirements of this provision provided that adequate deed restrictions shall limit subsequent lot re-subdivisions. Exemptions may be provided if close to an existing public park or for personal hardships.
- (3) Additional guidelines for determining open space:
  - (a) May include environmentally sensitive land such as stream beds, marshes, and steep slopes; however, a minimum of fifty percent (50%) of the land must be level ground that is contiguous and suitable for active recreation;
  - (b) The length is not more than five (5) times the width;
  - (c) Be easily accessible to all property owners within the subdivision;
  - (d) May include land in a high power transmission line easement, but only a maximum of twenty percent (20%) of the open space requirement.
- (4) Bikeways may be included in the designated open space, but follow these construction standards:
  - (a) Right-of-way at least twelve (12) feet wide; and,
  - (b) A paved surface at least eight (8) feet wide, three (3) inches thick, on a well-drained subsoil base. As an incentive, the lands designated for a bikeway shall count double towards fulfilling the minimum open space requirement, provided that at least ten thousand (10,000) square feet of other open space has been set aside for active and passive use. The bikeway need not comply with the guidelines of Section 9-17 (O) (3).

L. Perimeter Fences: Any subdivision boundary adjoining an existing agricultural land use will be fenced with a lawful or a tight fence, as determined by the Board of Supervisors, to prevent livestock and horses from entering the other property. Where no fence exists or where an existing is in need of repair, the cost will be assigned to the developer. Future repair and maintenance will be done by the agricultural land owner with the cost prorated according to length of fence between the homeowners association and the agricultural land owner.

M. Protecting Integrity of Drainage Tile: The subdivider shall design and construct the subdivision to protect the integrity of existing draining tile. If an operating drainage tile is not discovered until construction has begun, work shall stop until a new layout for the drainage tile has been engineered which is acceptable to the affected agricultural land owner. Differences between the developer and agricultural land owner will be decided by the Board of Supervisors.

- N. Ag Nuisance Waiver. The Commission may recommend to the Board of Supervisors that an agricultural nuisance waiver be included within the restrictive covenants if determined to be applicable. Such waiver would restrict property owners within such subdivision from filing lawsuits for private nuisance against legitimate agricultural operations in the vicinity of the subdivision.

SEC. 9-18. IMPROVEMENTS OR BOND REQUIRED

Before the Final Plat of any area shall be approved by the Board of Supervisors and recorded, the subdivider shall make and install the improvements described in this section. In lieu of final completion of the minimum improvements required before the plat is finally approved, the subdivider shall post a completion obligation bond, a set-aside letter from the bank, or comparable financial commitment, approved by the County Attorney and County Treasurer, with the Board of Supervisors, which will ensure to the County that the improvements will be completed by the subdivider. A detailed engineering estimate of cost for all improvements shall be prepared by the subdivider's engineer and shall bear the seal of a registered professional engineer. This will be used by the County Engineer for review and determination of the bond amount. The amount of the bond shall not be less than the estimated cost of the improvements and the amount of the estimate must be approved by the County Engineer. If the improvements are not completed the County may use the bond or any portion thereof to complete same. For plats located in unincorporated areas within two (2) miles of the corporate limits of a municipality, the Planning and Zoning Commission and Board of Supervisors may waive the requirements of this section provided they are satisfied that the subdivision regulations of the municipality governing the area within which the subdivision is located or the terms of a Chapter 28E agreement, if applicable, are sufficient to ensure adequate conformance with these regulations.

SEC. 9-19.           REQUIRED IMPROVEMENTS

The minimum improvements installed or for which bond is posted in any subdivision, before a final plat is approved shall be based on the total number of lots in the proposed subdivision plus any additional lots anticipated for any of the remaining adjacent un-platted land. The following subsections shall apply:

- A.     All new subdivision streets which will eventually serve five (5) or more lots will be constructed according to the standards and procedures as established by the Board of Supervisors. The roads will be constructed with an adequately compacted sub-soil base and proper drainage. The County Engineer will inspect and approve the sub-soil base and drainage before the base course is laid. The traffic surface will be built to the standards in SUDAS and based on projected traffic counts for the subdivision as eventually completed. The paved portion shall meet standards equal to or greater than current SUDAS standards.
  
- B.     All new subdivision streets which are not projected to serve more than four (4) lots shall be designed and constructed to provide year round access for motorized vehicles. The County Engineer must approve the plans for the road, cross section, shoulders and ditches before road construction begins. The traffic surface shall be a minimum of eighteen (18) feet in width and consist of no less than six (6) inch coarse aggregate base with a two (2) inch fine aggregate surface with a dust retardant surface. The County Engineer may require a soil test of the sub-soil along the planned road bed. The right-of-way or access easement width will be forty (40) feet minimum with a ten (10) foot utility and drainage easement adjacent to one side of the road easement. Two (2) foot shoulders will be constructed on either side of the traffic surface. Suitable turnaround area for emergency vehicles shall be provided as determined by the County Engineer.
  
- C.     The subdivider shall construct sanitary and stormwater sewers according to the standards and specifications of Sections 9-17 (H), 9-17 (I), and the Iowa Department of Natural Resources regulations and provide a sanitary sewer connection to each lot. Health Department regulations do not permit installation of septic tanks on lots less than fifteen thousand (15,000) square feet in area. Where permitted, the subdivider shall furnish reports from the County Health Department and the engineer testing the lots, stating that the proposed lots have been tested and found suitable for primary sewage treatment. Approval from the Iowa Department of Natural Resources is required for a common water supply or sewage treatment system serving fifteen (15) or more dwelling units or twenty-five (25) or more persons. The County Health Department must approve a water supply or sewage treatment system serving fewer units or people.
  
- D.     Permanent monuments shall be set in each corner of the perimeter of the subdivision and at the corner of each block within the subdivision and at the corner of each lot, in accordance with Chapter 354, Code of Iowa. All monuments shall be made of permanent material, sensitive to a dip needle and at least thirty (30) inches long, and shall conform to standard specifications of the County Engineer.
  
- E.     The subdivider will provide the water mains and lines in accordance with the provisions of this Chapter and other State and County regulations.

- F. All internal traffic control signs shall be placed by the developer in accordance with the Iowa MUTCD as part of the road and street construction; i.e., regulatory, warning, etc.
- G. The Board of Supervisors and Planning and Zoning Commission may require that all utility lines except electric lines of nominal voltage in excess of 15,000 volts, be installed underground. The subdivider shall be responsible for making the necessary arrangements with the utility companies for installation of such facilities. Said facility lines shall be installed in such a manner so as not to interfere with other underground utilities. The location of all utilities within the road and street R.O.W. shall be approved by the County Engineer and shown on the engineering plans. Underground utility lines which cross underneath the right-of-way of any street, or way shall be installed prior to the improvements of any such street, or way in the subdivision. Incidental appurtenances, such as transformers and their enclosures, pedestal mounted terminal boxes, meters and meter cabinets may be placed above ground but shall be located so as not to be unsightly or hazardous to the public. If overhead utility lines or wires are permitted, the electrical utility shall have the right to determine overhead line routing. In their determination on whether or not to require underground utilities, the Board of Supervisors and Planning and Zoning Commission may consider the recommendations of the utility company on such matters as soil, topography, or other conditions which make most installations within the subdivision unreasonable or impractical.
- H. The subdivider shall provide an acceptable trust agreement or covenant within the deed restriction for adequate continuous maintenance of the subdivision roads, street signs, entry structures (if applicable), parks, sanitary and storm sewers, water supply system, and common facilities by the lot owners of the subdivision.
- I. All plans, specifications, installation and construction required by this Chapter shall be subject to review, approval and by the County Engineer or an authorized representative in accordance with the current adopted edition of SUDAS.
  - (1) The County may require contracts for all public improvements to be executed on forms furnished and approved by the County Attorney and the Board of Supervisors.
  - (2) The subdivider shall furnish the County Engineer with a construction schedule prior to commencement of any and/or all construction, and shall notify the County Engineer, not less than forty-eight (48) hours in advance of readiness for required inspection. The subdivider shall reimburse the County for the costs expended for all inspection services and tests furnished and conducted by or on behalf of the County.
  - (3) The subdivider shall pay the County Engineer's office the standard rate for reviewing plans and specifications, inspecting and testing new roads and storm sewer systems, and any additional costs directly associated with installing the subdivision improvements.

- J. The subdivider shall be responsible for the installation and/or construction of all improvements required by this Chapter, and shall warrant the design, materials and workmanship of such improvements' installation and construction for a period of two (2) years from and after completion to the legal entity responsible for road maintenance within such subdivision. Such warranty shall be by bond or other acceptable collateral; and shall be subject to review by the County Attorney; shall assure the expedient repair or replacement of defective improvements under warranty; and shall indemnify the County and the legal entity responsible for road maintenance within such subdivision from all costs or losses resulting from or contributed to such defective improvements.

SEC. 9-20. VARIATIONS AND EXCEPTIONS PERMITTED

Whenever the tract proposed to be subdivided is of such unusual size or shape or is surrounded by such development or unusual conditions that the strict application of the requirements contained in this Chapter would result in substantial hardships or injustices, the Board of Supervisors upon recommendation of the Planning and Zoning Commission may modify or vary such requirements to the end that the subdivider is allowed to develop the property in a reasonable manner; provided, however, that all such variations and exceptions granted hereunder shall be in harmony with the intended spirit of this Chapter and granted with the view toward protecting the public interest and welfare. Any variance recommended by the Planning and Zoning Commission is required to be entered in writing in the minutes of the Planning and Zoning Commission and the reasoning on which the departure was justified shall be set forth and forwarded to the Board of Supervisors with the Commission's recommendation on the Preliminary Plat. Notice of the Public Hearing before the Commission for such variations and exceptions shall be included with the notice for the Public Hearing of the Preliminary Plat.

SEC. 9-21. LIMITATIONS

In no case shall any street standard variation or modification be more than a minimum easing of the requirements. In no case shall it have the effect of reducing the traffic capacity of any street or be in conflict with the Zoning Ordinance and Map.

SEC. 9-22. APPROVAL REQUIRED

Such variances and waivers may be granted by the affirmative vote of four-fifths (4/5's) of the members of the Board of Supervisors.

SEC. 9-23. CONDITIONAL APPROVAL

In granting variances and modifications, the Board of Supervisors may require such conditions as will, in its judgment, secure substantially the objectives of the requirements so varied or modified.

SEC. 9-24. AMENDMENTS

Any regulation or provision of this Chapter may be changed and amended from time to time by the Board of Supervisors; provided however, that such changes and amendments shall not become effective until after study and report by the Planning and Zoning Commission and until after a

public hearing has been held, a public notice of which shall have been given in the official newspapers in compliance with State law.

SEC. 9-25. ENFORCEMENT

No plat of any subdivision shall be entitled to be recorded in the County Recorder's office or have validity until it shall have been approved in the manner prescribed herein. The Director shall not issue building permits or certificates of occupancy for any structure located in any subdivision, the plat of which has been prepared after November 15, 1979, but which has not been approved in accordance with the provisions contained herein.

SEC. 9-26. MUNICIPAL INFRACTION

Whoever, being the owner or agent of the owner of any land located within the unincorporated area of Scott County, knowingly or with intent to defraud, transfers or sells by reference to or exhibition of or by other use of a plat of subdivision of such land before such plat has been approved by the Board of Supervisors, shall be liable for the penalties outlined in the municipal infraction Chapter 29 of the County Code.

SEC. 9-27. FEES

All applications shall pay a fee based on the fee schedule approved by resolution of the Board of Supervisors.

## **APPENDIX I**

### **PROCEDURES FOR CONSTRUCTION PLANS SUBMITTAL & REVIEW, INSPECTION OF THE CONSTRUCTION OF SUBDIVISION IMPROVEMENTS, TESTING STANDARDS, AND OTHER GENERAL CONSTRUCTION PROCEDURES.**

#### **I. GENERAL PURPOSE:**

It is the intent of this Appendix to lay down and more clearly define the details, procedures and requirements for the plans, standards, specifications, inspections, and construction of subdivision plats covered in the main body of the County Subdivision Ordinance (Chapter 9 of the County Code).

#### **II. ORDER OF PROCEDURE:**

The following steps, which will be explained in more detail in subsequent sections and which are also covered in the main body of the County Subdivision Ordinance, will be followed in considering any subdivision.

- A. Sketch plan - optional.
- B. Preliminary plat.
- C. Engineering plans and specifications.
- D. Final plans, specifications, covenants, dedication, and final plat.
- E. Site grading and construction - interim inspections.
- F. Final inspection and approval of construction.
- G. Two year maintenance - construction warranty bond.
- H. Final re-inspection.

#### **IV. PRELIMINARY PLAT - PLAN:**

The Preliminary Plat - Plan shall contain the information required under Section 9-13 of the Code and any other topographic features that may have an effect on the development and its design. Streets should be arranged to provide for a continuous circuit for travel and provide for two access points whenever possible; the right is reserved to reject "dead-end" streets or roads. The preliminary plat shall be subject to all the requirements of Section 9-17 of the Code, SUDAS and any other engineering criteria deemed appropriate and applicable.

The purpose of the preliminary plat is to provide for a review of the geometrics and general layout, safety of access points to county roads, the suitability and practicality of the proposed development, the compatibility with the surrounding area, the existence of any special

topographical and/or soil problems, the need for any special design and plan requirements and other items affecting the development of the final plat.

V. FINAL PLAT - ROAD PLANS:

After approval of the preliminary plan, the final construction plans shall be prepared by the developer's (owner's) engineer. These final plans shall contain detailed engineering drawings and specifications on all the proposed improvements and contain all the items under Section 9-15 of the Code and SUDAS. Additional information and engineering computations may be required to document and verify final design criteria. The plans and specifications shall be detailed enough to be used as construction plans for building the improvements within the subdivision. The final plans and specifications shall comply with the requirements and specifications given in this Appendix, SUDAS and in conformance with any additions or changes required by the Board of Supervisors or the County Engineer.

The road and drainage plans shall be drawn on plan and profile sheets measuring twenty-two inches by thirty-four inches (22" x 34"). The scale shall not be less than one (1) inch equals one hundred (100) feet horizontally and one (1) inch equals ten (10) feet vertically (recommend one (1) inch equals fifty (50) feet horizontally and one (1) inch equals five (5) feet vertically). The percent grades and length of vertical curves shall be shown as well as elevations every one hundred (100) feet for the finished surface grade. The storm drainage plans (surface and underground) shall be superimposed on the road plans along with grades and elevations. The road and drainage plans shall also include the water and sanitary sewer locations and grades. The plans shall also include a typical cross section or cross sections to which the streets are to be built with all necessary widths, depths and types of material to be used in their construction. The Engineer, in special cases, may require a complete soils survey by a competent soils engineer. If so required, a copy of the soil survey shall be attached to and made a part of the plans and specifications, including any and all recommendations by the soils engineer. The completed plans must bear the seal of the engineer.

Previous specifications listed in Appendix I now addressed by adoption of SUDAS or moved to SEC 9-17 Standards for Design and Development.

VI. INSPECTION OF ROADWAY CONSTRUCTION:

After the final plans and specifications are approved all construction shall be done in accordance with said plans and specifications in accordance with the provisions of this Appendix and the Subdivision Ordinance itself. The County Engineer, or a designated third party will inspect all phases of the construction of the streets and storm sewers. Regularly scheduled inspections will be required at each of the following stages and approval from the County Engineer's office will be required before proceeding to the next stage of construction.

- A. Preliminary site inspection - upon receipt of preliminary plat.
- B. Plans and specifications site inspection – upon receipt of engineering plans and specifications.



- C. Site grading and installation of underground storm sewer, sanitary sewer, water mains and other utilities.
- D. Subgrade inspection - during construction of the grading and compacting of the subgrade to the required typical cross section and the grades shown on the engineering plans.
- E. Base inspection - during construction of asphalt or aggregate base placement and compaction.
- F. Asphalt surface or concrete surface inspection -during construction of placing asphalt or concrete surface (also shoulder gravel for ditch section).
- G. Final construction inspection - upon completion of all construction work including final soil erosion control, placement of signs and all other requirements associated with final plans.
- H. It will be the responsibility of the owner, developer or the engineer to notify the County Engineer's office at least two (2) days in advance of the time desired for any inspections. The County Engineer will schedule the required inspection as expeditiously as possible. It is desirable that the developer and his engineer be present at these inspections to discuss problems and remedies.

The County Engineer may allow a certified third party inspection services for the above described work. The certified inspection services shall include submittal of all observation notes, material testing results, material certifications and other inspection related documents. All costs associated with the third party inspection services shall be borne by the developer.

## VII. APPROVAL OF FINAL PLAN CONSTRUCTION:

After all construction has been completed, a certification from the developer and his engineer stating that all work has been completed in conformance with the final approved engineering plans and specifications as well as the requirements herein, will be required. This letter should also contain the request for the final inspection noted in Section VII-G previously. If the work is not complete and satisfactory, the developer or his engineer will be notified as to the deficiencies and a re-inspection will be made upon being notified that all deficiencies have been corrected.

Core samples will be taken to verify base and surface thicknesses and quality by a commercial testing company.

When all plat procedures have been completed satisfactorily, the final plat will be recommended by the County Engineer for Board approval or construction bond release. Prior to the final construction approval and/or construction bond release, the subdivider/owner shall furnish the warranty (two years) as required in Section 9-19 (J) of the Code to the legal entity responsible for road maintenance.

If the construction is being done under the bonding procedures noted in the Subdivision Ordinance, partial releases may be requested and allowed by the County Engineer as specific items of work are completed.

Record samples and cores may be required by the County Engineer and tested to ascertain that the materials and workmanship comply with the requirements noted herein.

VIII. ENGINEERING INSPECTION, TESTING AND ADMINISTRATIVE COST

The subdivider/owner shall reimburse the County Engineer's office (Secondary Roads Department) for the cost expended for all inspection services, testing and related administrative expenses furnished and conducted by or on behalf of the County Secondary Road Department. Adequate records and documentation will be kept by the Secondary Roads Department to provide for an accounting of these costs. As-built plans shall be submitted both to the County Engineer's office and to the legal entity which will own and be responsible for maintenance of the improvements. Copies of all inspection reports and testing results shall also be provided to both parties.

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

**Section 4.** SEVERABILITY CLAUSE

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

**Section 5.** REPEALER.

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

**Section 6.** EFFECTIVE DATE.

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

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

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Ken Beck, Chair  
Scott County Board of Supervisors

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Roxanna Moritz, County Auditor



**Planning & Development  
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**TO: MAHESH SHARMA**

**FROM: TAYLOR BESWICK**

**RE: STATUS UPDATE: ADOPTION OF HOUSING CODE ORDINANCE AMENDMENT TO REQUIRE RENTAL LICENSES IN PARK VIEW**

**Date: March 15, 2021**

Since the Rental Ordinance went into effect in January 2021, the Sheriff's Department has been accepting and reviewing the applications, performing background checks for all tenants over the age of eighteen, and reviewing for completeness. The Sheriff's Department tracks registered Landlords and completed background checks in a Rental Tracker Application developed by Scott County IT. The physical applications with the attached information are then forwarded to Planning and Development. Planning and Development confirms the addresses and number of units included on each application, review the Code Compliance list and if everything is in order issue a rental license for each rental unit covered under the application.

So far, 168 individual rental units have at least one background check submitted AND have had the owner submit a registration application. This represents 56% of all individual units in Park View. The Sheriff's Department has conducted over 260 background checks on tenants.

Planning and Development has suspended any inspections of units until such time as COVID-19 restrictions will allow. Until then, the Planning Department will continue tracking any code questions or complaints and follow up with the restrictions that are currently in place due to COVID-19. Our office so far has received three (3) complaints from tenants. Two (2) of these have been resolved and one (1) is pending.

The Sheriff's Department will continue to track calls and complaints regarding any rental units and determine if any would constitute nuisance activity under this code. The Sheriff's Department commented that the technology is still being worked out to integrate tracking of nuisance calls with the Permit Tracking Application. They are currently being tracked in separate databases.

Information Technology will continue providing support for the Rental Tracker Application and make changes as seen fit. All three Departments will work together to make the implementation of these regulations as efficient as possible. During the implementation of these regulations and the initial stages that they apply, everyone involved will continue to identify any issues that arise that may require changes or modifications of these requirements and procedures.

HUMAN RESOURCES DEPARTMENT  
600 W. 4<sup>TH</sup> Street  
Davenport, IA 52801

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**Date:** March 16, 2021

**To:** Mahesh Sharma, County Administrator

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

**Subject:** FY22 Organizational Changes

**Review of Organizational Change requests**

The following organizational change requests were submitted as part of the budget process for Fiscal Year 2022.

- Roadside Vegetation Specialist (Secondary Roads) (+0 FTE)

These organizational change requests were submitted as part of the budget process for Fiscal Year 2022. Departments have requested a change in FTE (full time equivalent) level for these positions:

- Legal Secretary (Attorney's Office) (+1.0 FTE)
- Paralegal (Attorney's Office) (+1.0 FTE)
- Senior Office Assistant (Attorney's Office) (+1.0 FTE)
- Electronics System Technician (FSS) (-1.0 FTE)
- Senior Electronics System Technician (FSS) (+1.0 FTE)
- Detention Youth Counselor (JDC) (-1.0 FTE)
- Detention Shift Supervisor (JDC) (+1.0 FTE)
- Multi Service Clerk (Treasurer's Office) (+1.0 FTE)

**Discussion**

We're still within the parameters of the extensive compensation and classification study approved in 2019, thus there are few positions that have significantly changed since that time. Market changes will be reviewed periodically. The only request submitted regarding a change in duties and seeking reclassification is the Roadside Vegetation Specialist position in the Secondary Roads Department.

There were no requests for new positions, thus no PAQs were submitted to PSPC this fiscal year. Typically they would review relevant internal and external comparable jobs and any market factors related to the position. PSPC would then make a recommendation to Human Resources on where to place or slot the position in the Pay Plan.

Changes to the table of organization or budgetary requests are merely increasing or decreasing the number of positions organizationally and did not require review by PSPC. For departments requesting a change in FTE level, staff obtained data from the affected departments as noted to determine the business necessity for the change in FTE level for consideration by the Board. In order to determine the appropriateness of the request the factors considered are increased volume of work, greater efficiencies, and change in key personnel.

### **Reclassification Requests**

#### *Roadside Vegetation Specialist (Secondary Roads) (+0 FTE)*

The County Engineer has requested that the state code duties of the “Weed Commissioner” be added to the duties of the Roadside Vegetation Specialist. We have reviewed the jobs of other counties for the individual assigned those duties. The individual assigned as Weed Commissioner is at various levels across that state, it can be the County Engineer, at the level of a division manager, a Park Ranger in Conservation or a union level staff member with a spraying license. Many counties have these duties assigned to the individual responsible for Integrated Roadside Vegetation Management (IRVM). Although the duties across the state are paid at various levels, after reviewing the state reporting requirements a slight adjustment to the salary scale can be justified. The current pay range is 26 and after reviewing the duties and internal comparables we recommend moving it to pay range 27.

### **Budgetary Requests**

#### *Legal Secretary (Attorney’s Office) (+1.0 FTE)*

#### *Paralegal (Attorney’s Office) (+1.0 FTE)*

#### *Senior Office Assistant (Attorney’s Office) (+1.0 FTE)*

During the FY21 budget process the County Attorney requested two additional Assistant Attorneys. A study was performed by Vera Causa to address the increase workload. The results of the study were presented September 3, 2020 to the Board. The study recommended the additional staffing of 11 new attorneys, 5 investigators, 2 victim services specialists and 1 office support. Two new attorneys were added to the organizational chart effective January 1, 2021. The County Attorney has reviewed the study and rather than adding additional attorneys, he feels that additional support staff can redirect some work away from the attorneys at less cost. Space requirements are being addressed with a current remodeling project.

Electronics System Technician (FSS) (-1.0 FTE)  
Senior Electronics System Technician (FSS) (+1.0 FTE)

When completing the Compensation and Classification Study we created a position for a Senior Electronics System Technician. The position was created to address an employee with advanced training, experience and skill set. Policy D requires the department to request that the Board modify the organizational set prior to making this modification. An FSS Electronic System Technician now meets the qualifications in the job description to be moved to the position of Senior Electronics System Technician.

Detention Youth Counselor (JDC) (-1.0 FTE)  
Detention Shift Supervisor (JDC) (+1.0 FTE)

The Juvenile Detention Center is requesting the ability to eliminate a Detention Youth Counselor and replace the position with a Detention Shift Supervisor. The request is for the supervisor to be available to oversee the community based programs. The individual also would remain available for the staff compliment required by law, so they do not anticipate an increase in part-time or PRN staffing hours. This also increases the ratio of supervisors to subordinates in the center.

Multi Service Clerk (Treasurer's Office) (+1.0 FTE)

During FY21 budget process the Treasurer's office requested two additional Multi-Service Clerks. Their worksheet and supporting documentation illustrates a steady rise in workload. The overall workload creates a situation where they're behind in dealer transfers, salvage titles and junking certificates. Workload that could be performed by a Multi-Service Clerk is being performed by higher level staff, which ultimately impacts their duties. The Board delayed the hiring of the new Multi-service clerk until October, 2020, due to Covid-19 review of the budget. The Treasurer is requesting the second Multi-Service Clerk be added this fiscal year. Past remodeling has addressed the space requirements.

**Proposed Action**

The annual costs to the General Fund is \$293,953 as itemized in the attached spreadsheet. If approved these changes are scheduled to take effect January 1, 2022, as agreed to with the affected departments, for a cost to FY22 of \$147,000.

**FY22**

<b>Department</b>	<b>Position</b>	<b>FTE Change</b>	<b>Additional Salary</b>	<b>Benefits<sup>1</sup> &amp; Taxes</b>	<b>Total</b>
Secondary Roads	Roadside Vegetation Specialist	0	\$3,103	\$530	<b>\$3,633</b>
JDC	Detention Shift Supervisor	1	\$9,500	\$1,624	<b>\$11,124</b>
JDC	Detention Youth Counselor	-1	\$0		
Treasurer	Multi-Service Clerk	1	\$34,507	\$27,171	<b>\$61,678</b>
FSS	Electronics System Technician	-1	\$0		
FSS	Senior Electronics Systems Tech	1	\$2,681	\$458	<b>\$3,139</b>
Attorney	Legal Secretary	1	\$41,933	\$28,440	<b>\$70,373</b>
Attorney	Paralegal	1	\$53,518	\$30,420	<b>\$83,938</b>
Attorney	Senior Office Asst	1	\$36,234	\$27,466	<b>\$63,700</b>
<b>total</b>		<b>4</b>	<b>\$181,476</b>	<b>\$116,110</b>	<b>\$297,586</b>

**CY21 Insurance**

Single (less premium)	\$8,472
Family (less premium)	\$21,274

Notes:

1. Benefits includes IPERS & FICA

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

DATE

SCOTT COUNTY AUDITOR

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

### SCOTT COUNTY BOARD OF SUPERVISORS

March 18, 2021

#### APPROVAL OF CLASSIFICATION AND STAFFING ADJUSTMENTS AS DISCUSSED DURING THE FISCAL YEAR 2022 BUDGET REVIEW PROCESS

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

Section 1. That the table of organization for the Attorney's Office be increased by 1.0 FTE Legal Secretary (total 4.0 FTE).

Section 2. That the table of organization for the Attorney's Office be increased by 1.0 FTE Paralegal (total 2.0 FTE).

Section 3. That the table of organization for the Attorney's Office be increased by 1.0 FTE Senior Office Assistant (total 3.0 FTE).

Section 4. That the table of organization for the Facility and Support Services Department be increased by 1.0 FTE Senior Electronics System Technician (total 1.0 FTE) and the decrease of 1.0 FTE of Electronics System Technician (total 1.0 FTE).

Section 5. That the table of organization for the Juvenile Detention Center be increased by 1.0 FTE Detention Shift Supervisor (total 3.0 FTE) and the decrease of 1.0 FTE of Detention Youth Counselor (total 10.0 FTE).

Section 6. That the position of Roadside Vegetation Specialist (1.0 FTE) is hereby upgraded from salary range 26 to 27.

Section 7. That the table of organization for the Treasurer's Office be increased by 1.0 FTE Multi-Service Clerk (total 19.0 FTE).

Section 8. This resolution shall take effect January 1, 2022.



HUMAN RESOURCES DEPARTMENT  
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**Date:** March 9, 2021

**To:** Board of Supervisors

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

**Subject:** Unpaid Leave of Absence - Tim Baldwin

We have received a request for an unpaid leave of absence by Mr. Baldwin who is a Corrections Officers, through March 31, 2021. The Sheriff has already provided him with a 30 day unpaid leave of absence. Mr. Baldwin meets the qualifications of an unpaid leave of absence pursuant to County Policy N. Therefore it is my recommendation that the request be approved.

**Cc:** Major Bryce Schmidt

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

\_\_\_\_\_  
DATE

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

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 18, 2021

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Kari Vandemark for the position of Multi Service Clerk in the Recorder's Office at the entry level rate.

**INFORMATION TECHNOLOGY**

400 West Fourth Street  
Davenport, Iowa 52801-1104

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March 9, 2021

To: Mahesh Sharma, County Administrator

From: Matt Hirst, Information Technology Director

Subject: State of Iowa OCIO - Scott County Memorandum of Understanding

Attached is a Memorandum of Understanding between the State of Iowa Office of the Chief Information Officer (OCIO) and Scott County providing a framework for technology services between State of Iowa OCIO and Scott County. The agreement details technology services which could and are provided by the State of Iowa OCIO to Scott County.

I recommend that the Board approve this agreement as submitted.

Cc: Roxanna Moritz, Scott County Auditor

Encl: (1)

**MEMORANDUM OF UNDERSTANDING (“MOU”)**

**FOR**

**ENHANCED SECURITY SERVICES (“ESS”)**

**BETWEEN**

**THE OFFICE OF THE CHIEF INFORMATION OFFICER  
OF THE STATE OF IOWA (“OFFICE”)**

**AND**

**STATE AND LOCAL GOVERNMENTAL ENTITIES (“CUSTOMER”)**

This Memorandum of Understanding, including any attachments or exhibits hereto (“MOU”), for Enhanced Security Services, effective as of the date of last signature, below, is between the Office of the Chief Information Officer of the State of Iowa (“Office”) and the state or local governmental entity identified in the signature block below (“Customer”). In the event of a conflict or inconsistency between the terms and conditions set forth in the body of this MOU and any attachments or exhibits hereto, the terms and conditions in the body of this MOU shall take precedence. The parties may be referred to herein individually as a “Party” or collectively as the “Parties.” The Parties agree to the following:

- 1. Purpose.** The Office’s mission is to “provide high-quality, customer-focused information technology services and business solutions to government and to citizens.” Iowa Code § 8B.3(2). In this role, the Office provides Information Technology Services to governmental entities at both the State and local level. Iowa Code § 8B.12(1) (authorizing the Office to “enter into agreements with state agencies . . . and . . . any other governmental entity . . . to furnish services and facilities of the office to the applicable governmental entity”). Further, as Iowa’s economy is becoming increasingly more reliant on technology, and in light of the increased frequency of significant cyber attacks, it is more important than ever to take action to secure computer networks and information systems. To aid governmental entities in guarding against significant cyber attacks that could adversely impact their ability to deliver mission critical services, threaten lifeline critical infrastructure, or otherwise negatively impact the public health, safety, welfare, or information security, the Office, through its Information Security Division (“ISD”), provides Enhanced Security Services (“ESS”) to governmental entities in the State of Iowa, including through its Security Operations Center (“SOC”). This MOU establishes the terms and conditions pursuant to which the Office provides these ESS, including through the SOC.
- 2. Authority.** Pursuant to Iowa Code section 8B.12(1), “[t]he chief information officer shall enter into agreements with state agencies, and may enter into agreements with any other governmental entity .

. . . , to furnish services and facilities of the office to the applicable governmental entity . . . . The agreement shall provide for the reimbursement to the office of the reasonable cost of the services and facilities furnished. All governmental entities of this state may enter into such agreements.” In addition, pursuant to Iowa Code section 8B.21(1)(i), the Office is authorized to “[e]nter[] into . . . memorandums of understanding . . . or other agreements as necessary and appropriate to administer [Iowa Code chapter 8B].”

3. **Duration.** The term of this MOU shall be from the date of last signature below and shall continue unless and until terminated in accordance with the termination provision of this MOU (“**Term**”).
4. **Definitions.** Unless otherwise specifically defined in this MOU, all capitalized terms used herein shall have the meanings ascribed to them under Iowa Code chapter 8B and corresponding implementing rules found at Iowa Administrative Code chapter 129. In addition, the following terms shall have the following meanings:
  - 4.1. “**Authorized Contractor(s)**” means independent contractors, consultants, or other Third Parties who are retained, hired, or utilized by the Office, in its sole discretion, to provide ESS, including through the SOC, or Office-Supplied Tools pursuant to and in accordance with the terms and conditions of this MOU.
  - 4.2. “**Confidential Information**” means, subject to any applicable federal, State, or local laws and regulations, including Iowa Code Chapter 22, any information disclosed by either Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (ii) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (iii) was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this MOU or in breach of any other agreement with the Disclosing Party; (v) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (vi) is disclosed in accordance with Section 9.3 (Compelled Disclosures) of this MOU; (vii) is disclosed as permitted by Section 8 (Information Exchanges, Third-Party Access, and Cloud Storage/Processing) of this MOU; or (viii) is disclosed by the Receiving Party with the written consent of the Disclosing Party. Subject to the foregoing exclusions, Confidential Information includes Customer Data.
  - 4.3. “**Customer Data**” means all data or information originating with, disclosed by, provided by, made accessible by, or otherwise obtained by or from Customer in connection with this

MOU and the ESS provided hereunder, regardless of form. Generally, the Customer Data disclosed by, provided by, made accessible by, or otherwise obtained by or from Customer in connection with this Agreement and the ESS provided hereunder includes “**System Data**” such as security or software logs, system event information, system audit logs and records, and other similar information, as opposed to “**User Data**” such as files, database entries, or electronic records created by end users for governmental or business purposes.

- 4.4. “**Customer Systems**” means Customer’s web sites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment (including as may be licensed or leased from, operated or managed by, or otherwise owned or originating with or from Third Parties) that are monitored, assessed, defended, or otherwise accessed by the Office in the performance of the ESS, including through the SOC, and which Customer Systems may be more fully identified and described in **Exhibit A**.
- 4.5. “**Enhanced Security Services**” or “**ESS**” or “**Services**” means the security services or any related services offered and provided by the Office, by and through the ISD, directly or indirectly, including through the SOC, which services are designed to assist governmental entities in the State of Iowa in:
- 4.5.1. Safeguarding against unauthorized access, disclosure, theft, or modification of or to government systems and data; and
  - 4.5.2. Preventing, detecting, and responding to Security Incidents, Security Breaches, and other significant cyber events.

Enhanced Security Services include the services identified in **Exhibit A**.

- 4.6. “**Office-Supplied Tools**” means any hardware, equipment, software, applications, or tools (including software, applications, or tools running or installed on Third-Party networks, servers, operating systems, platforms, or infrastructure that are not managed or controlled by the Office (“**Third-Party Cloud Services**”)) installed by or on behalf of, or otherwise utilized by, the Office, directly or indirectly, on, or in a manner: designed to interface with or connect to, Customer Systems; that host, store, process, or transmit Customer Data; or that are otherwise used by the Office in connection with provisioning the ESS hereunder.
- 4.7. “**Security Breach**” means an occurrence that actually jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. “**Security Breach**” shall also be deemed to include any breach of security, confidentiality, or privacy as defined by any applicable law, rule, regulation, or order.
- 4.8. “**Security Incident**” means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of

violation of security policies, security procedures, or acceptable use policies.

- 4.9. **“Security Operations Center” or “SOC”** means the State of Iowa’s dedicated site and unit from and by which Customer Systems and Customer Data are monitored and assessed to detect Security Incidents, Security Breaches, and other significant cyber events that may result in unauthorized access, disclosure, theft, or modification of or to government systems or data.
  - 4.10. **“Third Party”** means a person or entity (including, any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this MOU.
- 5. Office’s Services.** The Office, in exchange for the compensation paid by Customer in accordance with Section 10 (Compensation), will provide ESS, including through the SOC, to Customer in accordance with the terms and conditions of this MOU. In so doing, the Office will:
- 5.1. Work with Customer to identify and implement the ESS requested by Customer, as identified and agreed to in a fully executed **Exhibit A**.
  - 5.2. Assess the severity of Security Incidents, Security Breaches, and other cyber events of which the Office is alerted to or otherwise becomes aware through the SOC; notify Customers of such events that may impact or involve Customer Systems or Customer Data; and work with Customers to remediate such events where possible.
  - 5.3. Assist Customer in identifying Third Parties who are qualified to provide forensic investigative services that may be necessary to determine the full scope or impact of a Security Incident, Security Breach, or other cyber event that impacts or involves Customer Systems or Customer Data.
  - 5.4. Provide any other ESS or related services as may be mutually agreed to by the Parties and as identified in **Exhibits A**.
- 6. Brokered I.T. Devices and Services.** In addition to or in lieu of the Services or Office-Supplied Tools provided by the Office by more direct means hereunder, the Office may enter into Information Technology Master Agreements with Information Technology Vendors pursuant to which Customer may purchase Information Technology Devices or Services intended to enhance Customer’s overall security posture and readiness. Where Customer purchases Information Technology Devices and Services pursuant to an Information Technology Master Agreement made available by the Office, such purchase shall constitute a separate, distinct, and independent contract between Customer and the applicable Vendor; Customer shall be solely responsible for any payments due and duties and obligations otherwise owed such Vendor under such agreement. In addition, OCIO bears no obligation or liability for Customer’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any way to such purchase. Likewise, the State of Iowa generally bears no obligation or liability for Customer’s losses, liabilities, or obligations, including Vendor’s failure to perform, arising out of or relating in any

way to such purchase.

**7. Customer's Responsibilities.** Customer is responsible for:

- 7.1. Obtaining and installing any hardware, equipment, software, applications, or tools, including Third-Party Cloud Services, to enable the Office to provide the ESS hereunder, including through the SOC. The Office will work to provide Customer with Office-Supplied Tools where possible, but where it is unable to do so or unable to obtain funding to do so, Customer may be responsible for doing so at Customer's own cost or expense, or have to forego the ESS provided hereunder, including through the SOC, or aspects thereof.
- 7.2. Granting and facilitating the Office access to any Customer Systems or facilities as is necessary for the Office to install or connect any Office-Supplied Tools as is necessary to enable the Office to provide the ESS hereunder, or directly installing or connecting such Office-Supplied Tools on or to Customer Systems as directed by the Office.
- 7.3. Working collaboratively with the Office, including providing appropriate staff to attend meetings and to address matters related to this MOU and the Office's provision of the ESS provided hereunder.
- 7.4. Protocols for Security Incident, Security Breach, and cyber event notification, handling, containment, and response are as may be set forth and described in **Exhibit A**, including:
  - 7.4.1. Identifying Customer's point of contact who the Office should notify during normal business hours and off hours in the event the Office identifies a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data;
  - 7.4.2. Identifying under what circumstances, if any, the Office may act, unilaterally and without prior approval, to contain a Security Incident, Security Breach, or other significant cyber event that may impact or involve Customer Systems or Customer Data, or under what circumstances the Office must obtain prior approval from Customer prior to containing such event.
- 7.5. Determining whether a Security Incident, Security Breach, or other cyber event reported to Customer by the Office constitutes a security breach or other privacy or confidentiality violation or event for purposes of any reporting, notification, or other obligations that may be required by applicable law, rule, or regulation.
- 7.6. Reporting any Security Incident, Security Breach, or other cyber event to appropriate law enforcement or other relevant authority and notifying any consumers or other adversely affected individuals as may be required by applicable law, rule, or regulation.
- 7.7. Conducting forensic investigations that may be necessary to determine the full scope or impact of a Security Incident, Security Breach, or other cyber event. Generally, the ESS provided by the Office do not include forensic investigations, although the Office may assist



Customer in identifying Third Parties who are qualified to provide such services.

- 7.8. Not Misusing the Services or Office-Supplied Tools provided or performed by the Office, directly or indirectly, hereunder. Each of the following constitutes a “**Misuse(ing)**” for purposes of this MOU:
- 7.8.1. Using the Services or Office-Supplied Tools in a manner that is inconsistent with the Office’s directions or instructions.
  - 7.8.2. Using the Services or Office-Supplied Tools in a manner that is inconsistent with any applicable Third-Party license agreement or terms and conditions governing the use thereof.
  - 7.8.3. Indirectly providing the Services or Office-Supplied Tools to unauthorized Third Parties, including through a service bureau or other like arrangement.
  - 7.8.4. Using the Office’s Services or Office-Supplied Tools in a manner that infringes, violates, or misappropriates any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of the Office, the State, or any Third Party.
  - 7.8.5. Using the Services or Office-Supplied Tools in a manner that is inconsistent with or violates applicable law, rule, or regulation.
  - 7.8.6. Using the Services or Office-Supplied Tools in a manner that does not directly further the Customer’s governmental objectives.

## **8. Information Exchanges, Third-Party Access, and Cloud Storage/Processing.**

- 8.1. *Information Exchanges.* The SOC exchanges security incident information and analysis with a variety of Third Parties, including federal, state, and not-for-profit cybersecurity organizations such as, by way of example only, the United States Department of Homeland Security, Iowa Homeland Security & Emergency Management, the Iowa National Guard, Iowa Secretary of State, and Multi-State Information Sharing and Analysis Center (MS-ISAC). These information exchanges enable the Office to stay informed about evolving threats at national and regional levels, and to integrate such information into the Office’s understanding and analysis of the state and local threats it monitors in real-time through the SOC. This results in improved analysis and security assessments overall. By entering into this MOU, Customer acknowledges, consents to, and authorizes the Office’s exchange of such threat information with these Third Parties, including Security Incident, Security Breach, cyber event, and other threat information originally observed, obtained, or derived on or from Customer’s Systems or Customer Data.
- 8.2. *Third-Party SOC Access.* The Office may grant access to the SOC to certain Third Parties to enable these Third Parties to monitor Customer Systems and Customer Data in furtherance of the Third Party’s official duties. For example, in connection with an election, the Office

may grant the Iowa National Guard, operating in accordance with an active-duty order, access to the SOC to monitor Customer Systems that may be utilized or involved in facilitating election-related processes. As another example, the Office may grant the U.S. Department of Homeland Security access and connection to the SOC to conduct certain vulnerability assessments. Customer acknowledges, consents to, and authorizes the Office to grant these Third Parties access to the SOC, acknowledging that such access may permit these Third Parties to monitor Customer Systems and view or access Customer Data. In granting access to the SOC to any Third Party under this Section 8.2 (Third-Party SOC Access), the Office will limit the scope of such access to the data, tools, and systems, or relevant aspects thereof, comprising the SOC which permit the Third Party to accomplish its official duties, and implement reasonable and appropriate physical, technical, administrative, and organizational safeguards necessary to limit the scope of any such access. In addition, in granting access to the SOC to any Third Party under this Section 8.2 (Third-Party SOC Access), unless otherwise consented to and authorized by Customer following reasonable advance notice by the Office, the Customer Data that such Third Parties may be able to access or view through their access to the SOC will be limited to System Data as opposed to User Data.

- 8.3. *Cloud Storage/Processing.* Some of the Office-Supplied Tools utilized by the Office in providing the Services under this MOU include Third-Party Cloud Services. Customer acknowledges, consents to, and authorizes the Office to use Third-Party Cloud Services to supply the Services contemplated hereunder, acknowledging that such Third-Party Cloud Services may host, store, process, or transmit Customer Data.

## **9. Confidentiality.**

- 9.1. *Office's Treatment of Customers Confidential Information.* The Office will implement and maintain reasonable and appropriate administrative, technical, and physical security measures to safeguard against unauthorized access, disclosure, theft, or modification of or to Confidential Information of, belonging to, or originating with Customer and will require the same of any Third Parties used in provisioning the Services or Office-Supplied Tools hereunder.
- 9.2. *Customer's Treatment of Office or Third-Party Confidential Information.* Confidential Information of, belonging to, or originating with the Office (such as training materials created, supplied, or provided by the Office or information and records concerning physical infrastructure, cyber security, critical infrastructure, security procedures, or emergency preparedness if disclosure could reasonably be expected to jeopardize life or property or other similar information, records, or related reports provided by the Office in performing the ESS created, supplied, or provided by the Office, including any records covered by Iowa Code section 22.7(50)) or Third Parties who supply or provide Office-Supplied Tools used by the Office in connection with the Services provided hereunder (including any Confidential Information embedded in or accessible through such Office-Supplied Tools),

shall at all times remain the property of the Office or applicable Third Party, and the Office or applicable Third Party shall retain exclusive rights thereto and ownership thereof. Customer may have access to such Confidential Information solely to the extent reasonably necessary to use the Services provided under this MOU. Customer shall hold such Confidential Information in confidence. Customer shall not gather, store, log, archive, use, or otherwise retain such Confidential Information in any manner other than as expressly authorized or contemplated by this MOU and will not disclose, distribute, sell, commercially or politically exploit, share, rent, assign, lease, or otherwise transfer or disseminate such Confidential Information to any Third Party, except as expressly permitted hereunder or as expressly approved by the Office in writing. Customer will immediately report the unauthorized access to or disclosure of such Confidential Information to the Office. Customer may be required to return and destroy, and provide proof of such return or destruction, such Confidential Information to the Office upon the expiration or termination of this MOU, as directed by the Office.

- 9.3. *Compelled Disclosures.* To the extent required by applicable law, rule, regulation, professional standards, subpoena, summons, or by lawful order or requirement of a court or governmental authority of competent jurisdiction over the Receiving Party, the Receiving Party may disclose Confidential Information to a Third Party in accordance with such law, rule, regulation, professional standards, subpoena, summons, lawful order, or requirement, subject to the following conditions:
- 9.3.1. As soon as becoming aware of such law, rule, regulation, professional standard, subpoena, summons, order, or requirement, and no-less-than five (5) business days prior to disclosing Confidential Information pursuant thereto, the Receiving Party will notify the Disclosing Party in writing, specifying the nature of and circumstances surrounding the contemplated disclosure, and forward any applicable source material, such as process or subpoena, to the Disclosing Party for its review.
  - 9.3.2. The Receiving Party will consult with the Disclosing Party on the advisability of taking steps to resist or narrow any required response or disclosure.
  - 9.3.3. The Receiving Party will use best efforts not to release Confidential Information pending the outcome of any measures taken by the Disclosing Party to contest, oppose, or otherwise seek to limit such disclosure by the Receiving Party and the Receiving Party will cooperate with the Disclosing Party regarding such efforts.
  - 9.3.4. Solely the extent the Receiving Party is required to disclose Confidential Information to a Third Party, the Receiving Party will furnish only such portion or aspect of Confidential Information as it is required to disclose and will exercise reasonable efforts to obtain an order or other reliable assurances that any Confidential Information disclosed will be held in confidence by any Third Party

to which it is disclosed.

Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information ultimately disclosed to a Third Party.

- 9.4. *Non-Exclusive Equitable Remedy.* Each Party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, and therefore, that upon any such breach or any threat thereof, each Party will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of might be available at law or equity. Any breach of this Section 9 (Confidentiality) will constitute a material breach of this MOU and will be grounds for the immediate termination of this MOU in the exclusive discretion of the non-breaching Party.
- 9.5. *Survives Termination.* Each Party's duties and obligations as set forth in this Section 9 (Confidentiality) shall survive termination of this MOU and shall apply to all acts or omissions taken or made in connection with the performance of this MOU regardless of the date any potential breach or claim is made or discovered by the other Party.

## 10. Compensation.

- 10.1. *SOC.* Customer agrees to pay the Office for the ESS provided through the SOC at the rates identified in **Exhibit A**.
- 10.2. *Hourly ESS/Consulting.* Certain ESS, such as consulting services, are available on a resource basis and are billed at hourly rates. Customer agrees to pay for such ESS consistent with the then-current service rates published at <http://edas.iowa.gov>. The Office reserves the right to alter these service rates from time to time. Customer is solely responsible for staying apprised of the Office's current service rates.
- 10.3. *Travel Costs.* Customer shall reimburse the Office for the actual cost of any transportation, meals, and lodging incurred by the Office in providing ESS to Customer pursuant to this MOU. Such Travel Costs shall not exceed the maximum reimbursement rates applicable to state personnel generally, including those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 or such other rates as may later be established by applicable laws, rules, policies or procedures.
- 10.4. *Pass-Through Costs and Expenditures.* Customer shall reimburse the Office for the actual cost of any Office-Supplied Tools or ESS provided by a Third-Party engaged directly by the Office for ESS or to provide ancillary services necessary to facilitate the Office's provision of ESS hereunder, such as installation services related to or involving Office-Supplied Tools. The Office may pass-through invoices it receives from these Third-Parties to Customer and Customer will reimburse the Office for the amount of such

Third Party services as set forth on the applicable invoice. This Section does not apply where Customer purchases directly from a Vendor or supplier pursuant to its own contract or an Information Technology Master Agreement made available by the Office in accordance with Section 6 (Brokered I.T. Devices and Services), in which case Customer shall be solely responsible for any payments due and duties and obligations otherwise owed such Vendor or supplier under such agreement.

10.5. *Invoices.* The Office shall invoice Customer on a monthly basis for fees due and owing from the prior month pursuant to this Section. Except where applicable law, rule, or ordinance requires otherwise, Customer shall pay all invoices within sixty (60) days and in arrears.

10.6. *Federal Funds.* Generally. Some of the ESS provided hereunder may be eligible to be paid for by funding awarded and available through the Homeland Security Grant Program (“**HSGP**”). The HSGP is administered by the Iowa Homeland Security and Emergency Management Division and is funded by U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). Whether and to what extent such funding is available shall be identified in **Exhibit A**. In the event such funding is available and used by the Office to pay for the ESS provided hereunder, Customer may not be required to pay the Office for ESS or other fees, costs, or expenses otherwise due and owing pursuant to this Section 10 (Compensation). If federal funding is available and its use is anticipated as identified in **Exhibit A**, the Office will provide reasonable notice to Customer should such funding availability or anticipated use change prior to continuing to provide such ESS under this MOU and permit Customer to determine whether it desires to leverage the ESS provided by the Office at the standard fees, costs, or expenses set forth in this Section 10 (Compensation).

**11. DISCLAIMER OF WARRANTIES.** THE OFFICE HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTEES AND REPRESENTATIONS RELATING TO THE ESS, OFFICE-SUPPLIED TOOLS, OR ANY ANCILLARY OR RELATED SERVICE PROVIDED OR MADE AVAILABLE BY THE OFFICE, DIRECTLY OR INDIRECTLY, IN CONNECTION IN WITH THIS MOU OR THE OFFICE’S, DIRECTLY OR INDIRECTLY, PERFORMANCE HEREOF, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING. THE ESS, INCLUDING THOSE PROVIDED THROUGH THE SOC, AND OFFICE-SUPPLIED TOOLS ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED.

**12. Indemnification.**

12.1. *Generally.* To the extent permitted by applicable law (including the Iowa Municipal Tort Claims Act (Iowa Code Chapter 670) and the Iowa Constitution), and without waiving any

of the immunities or protections available pursuant to applicable law, Customer agrees to indemnify and hold harmless the Office and State of Iowa, and their officers, employees, agents, appointed and elected officials, and volunteers (“**Indemnitee(s)**”) from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including the reasonable value of the time spent by the Attorney General’s Office, or the costs and expenses and reasonable attorneys’ fees of any other counsel retained by the State of Iowa or the Office, in any litigation) related to or arising out of:

- 12.1.1. Any breach of this MOU by Customer or Customer’s officers, employees, or agents;
  - 12.1.2. Any negligent, intentional, wrongful, or unlawful act or omission of Customer or any employee or agent utilized or employed by Customer;
  - 12.1.3. The Office’s or any Indemnitee’s infringement, violation, or misappropriation of any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of any Third Party, but only to the extent such infringement, violation, or misappropriation is caused by, in whole or in part, the Office’s access to or connection to Customer Systems, including as it relates to the installation or connection of or to any Office-Supplied Tools thereon or thereto;
  - 12.1.4. Customer’s infringement, violation, or misappropriation of any patent, trademark, copyright, trade dress, trade secret, or any other intellectual property right or proprietary right of any Third Party related to Customer’s use of Office-Supplied Tools; or
  - 12.1.5. Any Misuse of the Services or Office-Supplied Tools.
- 12.2. *First-Party Claims.* Customer’s obligations under this Section 12 (Indemnification) are not limited to third-party claims but shall also apply to any claims the State of Iowa or Office may assert against Customer.
- 12.3. *Survival.* Customer’s duties and obligations as set forth in this Section 12 (Indemnification) shall survive termination of this MOU and shall apply to all acts or omissions taken or made in connection with the performance of this MOU regardless of the date any potential breach or claim is made or discovered by the Office or State of Iowa.
- 12.4. *Applicability.* This Section 12 (Indemnification) shall be of no force and effect if Customer is or is part of an Iowa regent institution or State of Iowa agency.

### **13. Termination.**

- 13.1. *Generally.* Following forty-five (45) days written notice, either Party may terminate this MOU, in whole or in part, for convenience without the payment of any penalty or incurring any further duty or obligation. Termination for convenience may be for any reason or no

reason at all. In the event of the expiration or termination of this MOU, Customer shall immediately cease using and return to the Office, as directed by the Office, Office-Supplied Tools or other Office- or State-owned or licensed property. Customer's duties and obligations set forth in this Section 13 (Termination) shall survive termination of this MOU.

- 13.2. *Notice Calculated to Enable Acquisition of Replacement Services.* While forty-five (45) days prior written notice is sufficient to terminate this MOU, in whole or in part, and cease providing any or all Services provided hereunder, the Office will, where possible, endeavor to provide additional and reasonable advance notice to Customer of the Office's intention to cease providing any or all Services hereunder, which advance notice shall be calculated to enable Customer to plan for the Office's discontinuation of applicable Services and to procure comparable replacement services. In determining what is reasonable under the circumstances, the Office will consider the likely impact of discontinuing any Services to Customer's operations, and the ability of and time it would take Customer to obtain comparable replacement services.

#### **14. Administration.**

- 14.1. *Relationship between the Parties.* The Office, its employees, agents and any subcontractors performing under this MOU are not employees or agents of Customer simply by virtue of work performed pursuant to this MOU. Neither the Office nor its employees shall be considered employees of Customer for federal or state tax purposes simply by virtue of work performed pursuant to this MOU. Likewise, this MOU shall not constitute or otherwise imply a delegation of either Party's legal duties or responsibilities to the other, or constitute, create, or imply a joint venture, partnership, or formal business organization of any kind. Neither Party shall be considered an agent, designee, or representative of the other for any purpose. 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 another Party to this MOU.
- 14.2. *Compliance with Law.* Both Parties and their employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, regulations, orders, ordinances, and permitting requirements in the performance of their respective duties, responsibilities, and roles under this MOU.
- 14.3. *Choice of Law and Forum.* This MOU shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this MOU, any such proceeding shall be commenced in, and the exclusive jurisdiction for the proceeding shall be, Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. This provision shall not be construed

as waiving any immunity to suit or liability, including sovereign immunity in State or Federal court, which may be available to the Office or the State of Iowa. Notwithstanding the foregoing or anything else in this MOU to the contrary, if Customer is a governmental agency of the State of Iowa, any dispute involving or stemming from this MOU shall not be brought in any of the aforementioned tribunals, but shall be submitted to binding arbitration pursuant to and in accordance with Iowa Code section 679A.19.

- 14.4. *Escalation of Disputes.* Should a disagreement involving or stemming from this MOU arise between the Parties that cannot be resolved, and prior proceeding to litigation or any other formal dispute resolution process in accordance with Section 14.3 (Choice of Law and Forum), the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If an agreement is not reached within thirty (30) days, the Parties shall forward the written presentation of the disagreement to higher officials within their respective organizations for appropriate resolution. In the event the Parties are unable to reach an agreement after having completed that process, the parties may then, and only then, proceed to litigation or any other formal dispute resolution process in accordance with Section 14.3 (Choice of Law and Forum).
- 14.5. *Amendments.* This MOU may be amended in writing from time to time by mutual consent of the Parties. Any such amendments must be in writing and fully executed by the Parties.
- 14.6. *No Third-Party Beneficiary Rights.* There are no third party beneficiaries to this MOU. This MOU is intended only to benefit the Office and Customer.
- 14.7. *Assignment and Delegation.* This MOU may not be assigned, transferred, or conveyed, in whole or in part, without the prior written consent of the other Party.
- 14.8. *Entire Agreement.* This MOU represents the entire agreement between the Parties concerning the subject matter hereof. The Parties shall not rely on any representation, oral or otherwise, that may have been made or may be made and which is not included in this MOU. Each Party acknowledges that it has thoroughly read this MOU, and any amendments hereto as may be executed from time to time, and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept the same freely and without coercion of any kind. Accordingly, this MOU shall not be construed or interpreted against either Party on the basis of draftsmanship or preparation thereof.
- 14.9. *Supersedes Former MOUs.* This MOU supersedes all prior MOUs or agreements between the Parties concerning the subject matter hereof.
- 14.10. *Headings or Captions and Terms.* The section and paragraph headings or captions used in this MOU are for identification purposes only and do not limit or construe the contents of the sections, paragraphs, or provisions herein. Unless the context of this MOU clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the word “or” has the inclusive meaning represented by the phrase



“and/or.” The words “include” and “including” shall be deemed to be followed by the phrase “without limitation” or “but not limited to.” The words “thereof,” “herein,” “hereunder,” and similar terms in this MOU refer to this MOU and any related attachment and exhibits hereto as a whole and not to any particular provision of this MOU or any related attachment or exhibit hereto.

- 14.11. *Notices.* Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each Party to the contacts and at the addresses identified in **Exhibit A**. Each such notice shall be deemed to have been provided (1) At the time it is actually received; (2) Within one (1) day in the case of overnight hand delivery, courier, or services such as Federal Express with guaranteed next day delivery; or (3) Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party.
- 14.12. *Severability.* If any provision of this MOU 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 this MOU.
- 14.13. *Authorization.* Each Party to this MOU represents and warrants to the other Party that:
- 14.13.1. It has the right, power and authority to enter into and perform its obligations under this MOU.
- 14.13.2. It has taken all requisite action (corporate, statutory, or otherwise, including obtaining review and approval from any governing boards, commissions, councils, or other like bodies where required by applicable law, rule, regulation, order, or charter) to approve execution, delivery and performance of this MOU, and that this MOU constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 14.14. *Successors in Interest.* All the terms, provisions, and conditions of this MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, and legal representatives.
- 14.15. *Waiver.* Except as specifically provided for in a waiver signed by duly authorized representatives of the applicable Party, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of this MOU shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 14.16. *Cumulative Rights.* The various rights, powers, options, elections and remedies of any Party provided in this MOU shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either 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.

- 14.17. *Exclusivity.* This MOU is not exclusive. Customer may obtain similar or identical Services, or cooperate or collaborate on other similar projects, from or with Third Parties.
- 14.18. *Multiple Counterparts and Electronic Signatures.* This MOU, including any amendments hereto, may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each such document(s) shall constitute an original. Signatures on such documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures, with such scanned and electronic signatures having the same legal effect as original signatures. Such documents may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (“**E-Sign Act**”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, codified at Iowa Code chapter 554D (“**UETA**”), or any other applicable state law, rule, policy, standard, directive, or order. Any document accepted, executed, or agreed to in conformity with such laws, rules, policies, standards, directives, or orders will be binding on the signing Party as if it were physically executed. Neither Party will contest the validity or enforceability of any such document(s), including under any applicable statute of frauds, because they were accepted, signed, or transmitted in electronic form. Each Party acknowledges and agrees that it will not contest the validity or enforceability of a signed scanned or facsimile copy of any such document(s) on the basis that it lacks an original handwritten signature, or on the basis that the Parties were not signatories to the same counterpart.
- 14.19. *Use of Trade Names.* Except as otherwise expressly permitted by this MOU, neither Party shall acquire any right to use, and shall not use, without the other Party’s prior written consent, the other Party’s trade names, trademarks, service marks, artwork, designs, copyrighted materials, or any other intellectual property.
- 14.20. *Use of Third Parties.* The Office may use Authorized Contractors to provide the Services or Office-Supplied Tools contemplated hereunder. Any rights, authorizations, or consents conferred or granted to the Office hereunder shall be deemed to be conferred or granted to and may be exercised by any Authorized Contractors used by the Office to provide the Services or Office-Supplied Tools contemplated hereunder.
- 14.21. *Force Majeure.* Neither Party shall be in default under this MOU if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a “force majeure.” The term “force majeure” as used in this MOU includes an event that no reasonable foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts

of God, war, civil disturbance and other similar catastrophic events or causes. “Force majeure” for the Office includes: claims or court orders that restrict the Office’s ability to perform or deliver the Services; strikes; labor unrest; supply chain disruptions; internet failures; power failures; hacker attacks; denial of service attacks; virus or other malicious software attacks or infections.

14.22. *Ancillary Agreements.* Generally, the Customer Data the Office, its Authorized Contractors, and other authorized Third Parties may be able to access or view in connection with this MOU will be limited to System Data as opposed to User Data. If access to or use of User Data is necessary to effectively provide the Services contemplated by this Agreement, the Office will provide Customer with notice prior to accessing or using any User Data in connection with the Services provided hereunder. The Office acknowledges that access to and use of User Data may require the execution of additional agreements to address unique compliance, legal, confidentiality, or privacy concerns, such as, where applicable, a Business Associate Agreement as may be required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended. Upon mutual written agreement by the Parties, such “**Ancillary Agreements**” may be attached hereto as related special terms and conditions and incorporated by reference as if fully set forth herein. The Office may decline to execute such Ancillary Agreements and Customer acknowledges that, as a result, the Office may be unable to provide the contemplated Services, in whole or in part.

14.23. *Review Meetings.* The Office and Customer may meet on an annual basis to discuss the Services provided under this MOU, which may include discussion of any problems Customer has experienced in connection with the Services or areas for improvement or suggestions regarding new or additional service offerings. Customer authorizes the Iowa Counties Information Technology (“ICIT”) organization, an affiliate of the Iowa State Association of Counties (“ISAC”), to represent its interests and perspective at these annual review meetings, and shall communicate any concerns or suggestions to ICIT, which will consolidate such concerns or suggestions and communicate them to the Office as part of these annual review meetings.

## 15. **Customer Systems/Data Access and Liability.**

15.1. Customer consents to and authorizes the Office to access and monitor Customer Systems and Customer Data to the extent necessary to perform the ESS contemplated hereunder. Such access and monitoring may be subject to mutually agreed upon protocols outlining appropriate information, network, and device connections, as may be further defined and described in **Exhibit A**. Such access and monitoring may include the following:

15.1.1. Administrator level and/or system-level access to any network, computing, or communications device;

15.1.2. Access for interactively monitoring and logging traffic on Customer Systems,

including Customer's networks; and

- 15.1.3. Access to information Customer Data that may be produced, transmitted, or stored on, from, or over Customer Systems, equipment, facilities, or premises.
- 15.2. Customer acknowledges that the ESS, including the ESS provided through the SOC, and installation or connection of Office-Supplied Tools to Customer Systems, or Customer's or the Office's use of Office-Supplied Tools that are Third-Party Cloud Services, involves a risk of potential adverse impacts or consequences to Customer Systems and Customer Data, including degradation, loss, or disruption of network and system performance or availability, or loss or destruction of Customer Data. Customer agrees to assume all risk for any damages, losses, expenses, and other adverse consequences resulting from or associated with the performance or provisioning of the ESS hereunder, including the ESS provided through the SOC, or that may otherwise result from the installation or connection of Office-Supplied Tools on Customer Systems or Customer's or the Office's use of Office-Supplied Tools that are Third-Party Cloud Services. Consistent with the foregoing, Customer waives any claims it may have against the Office or the State of Iowa involving Customer Property or Customer Data caused, in whole or in part, by the Office's provisioning of the ESS hereunder, including the ESS provided through the SOC, or installation or connection of Office-Supplied Tools to Customer Systems or Customer's or the Office's use of Office-Supplied Tools that are Third-Party Cloud Services.
- 15.3. The Office's provisioning of ESS hereunder, including through the SOC, including the Office's access to and monitoring of Customer Systems, may enable the Office to access and monitor Customer Systems and Customer Data, which may be owned and managed by Customer. Customer, in turn, may be or may be comprised of governmental entities, such as the State of Iowa, cities, or counties, or departments, boards, agencies, commissions, or councils comprising the foregoing. Customer represents and warrants that it has the authority to grant the Office the right to access and monitor such Customer Systems and Customer Data as contemplated in this MOU and has taken all requisite action (corporate, statutory, or otherwise, including obtaining review and approval from any governing boards, commissions, councils, or other like bodies where required by applicable law, rule, regulation, order, or charter) necessary to grant or permit access to and monitoring of the Customer Systems and Customer Data as contemplated by this MOU.

**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 MOU and have caused their duly authorized representatives to execute this MOU, which MOU takes effect on the date of last signature below.

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Title:** Chief Information Officer, State of Iowa

**Title:** \_\_\_\_\_

**Organization signed on behalf of (“Office”):**  
Office of the Chief Information Officer, State of  
Iowa

**Organization signed on behalf of (“Customer”):**  
\_\_\_\_\_

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

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

## Exhibit A

### Fee Schedule, Services Description, Access and Monitoring Protocols, and Security Incident/Breach Control/Reporting Protocols

This Exhibit A is part of and incorporated into the related Memorandum of Understanding (“MOU”) for Enhanced Security Services between the Office of the Chief Information Officer of the State of Iowa (“Office”) and the state or local governmental entity identified in the signature block below (“Customer”). Capitalized terms used but not defined herein are as defined in the MOU. In the event of a conflict or inconsistency between the terms and conditions set forth in this Exhibit A and the body of the MOU, the terms and conditions in the body of the MOU shall take precedence. The parties may be referred to herein individually as a “Party” or collectively as the “Parties.”

#### 1. Compensation.

- 1.1. *SOC Fees.* Presently, there are no fees for the SOC under the MOU. Customer’s use of the ESS provided through the SOC are paid for by funding awarded and available through the HSGP grant. If any ESS provided beyond the scope of the SOC is agreed to by the Parties, such Services may not be covered by the HSGP grant, and the Office may require the Customer to execute an amended Exhibit A setting forth the fees for that particular Service.
- 1.2. *Federal Funds.* As contemplated by Section 10.6 (Federal Funds) of the MOU, the following ESS or Office-Supplied Tools are paid for by funding awarded and through the HSGP grant:
  - 1.2.1. SOC. There are no fees for the SOC under the MOU. Customer’s use of the ESS provided through the SOC are paid for by funding awarded and available through the HSGP grant.
  - 1.2.2. Office-Supplied Tools. The following Office-Supplied Tools are paid for by funding awarded and available through the HSGP grant:
    - 1.2.2.1. Intrusion Detection System (IDS);
    - 1.2.2.2. Enterprise Vulnerability Management System (EVMS);
    - 1.2.2.3. Anti-Malware (Host based and Network based);
    - 1.2.2.4. Security Awareness Training and Phishing Tests;
    - 1.2.2.5. Web Filtering.
    - 1.2.2.6. Or any other ESS mutually agreed upon by the Parties the Office agrees to provide Customer, including by or through the SOC.

2. **Customer Systems.** For purposes of the MOU, including as it relates to the applicability of Section 15 of the MOU (Customer Systems/Data Access and Liability), Customer Systems include:

- 2.1. Customer's network equipment;
  - 2.2. Customer's endpoints;
  - 2.3. Any other of Customer's web sites, applications, databases, data centers, servers, networks, desktops, endpoints, or any other like systems or equipment (including as may be licensed or leased from, operated or managed by, or otherwise owned or originating with or from Third Parties) that are monitored, assessed, defended, or otherwise accessed by the Office in the performance of the ESS, or on which the Office has installed Office Supplied Tools or that otherwise interface with Office Supplied Tools in connection with the ESS provided hereunder.
- 3. Access, Monitoring and Response Protocols.** The Office's access, monitoring and response is subject to the following mutually agreed upon protocols:
- 3.1. Access - SOC intends to limit access to Customer Data and Customer Systems to the extent necessary to identify a Security Incident or Security Breach or as needed for the appropriate configuration of Office Tools used in the provisioning of Services under the MOU. Generally, this means that if an alert requires a deeper investigation, prior to accessing or acquiring any additional User Data the Office will request customer permission to access such information from the alerting Customer System;
  - 3.2. Monitoring - Customer Data and Customer Systems are only to be monitored for malicious activity, suspicious activity, risk identification, and vulnerabilities. Office-Supplied Tools relating to endpoint monitoring and protection Services will be installed by the Customer using installation files and instructions provided by the Office. The Office will work with Customer to identify areas where additional deployment opportunities exist to ensure maximum coverage for the Customer. Network monitoring and scanning devices are to be placed inside the Customer's network architecture where the highest network coverage and visibility can be attained. Customer will provide credentials as needed to obtain the most efficient monitoring and scanning configuration;
  - 3.3. Response -
    - 3.3.1. Specific response protocols will follow internal SOC reporting and notification procedures, which may be updated from time to time and provided to the Customer upon request.
    - 3.3.2. The Office may act, unilaterally and without prior approval, to contain a Security Incident, Security Breach, or other significant cyber event where a cyber event is likely to have an adverse impact or cause damage to Customer Systems or Customer Data, including degradation, loss, or disruption of network and system performance or availability, or loss or destruction of Customer Data.
    - 3.3.3. Notwithstanding the foregoing, the Office will not act unilaterally to contain a

cyber event for any specific Customer System or Customer device identified by Customer, in writing, and provided to the Office. By way of example only, several Customers have requested that the Office not act unilaterally to contain events related to 911 systems.

3.3.4. In containing a cyber event as permitted hereunder, the Office or its Authorized Contractors may briefly have access, actual or theoretical, to User Data. Customer acknowledges and consents to the Office's limited access to User Data consistent with the parameters of this Section 3.3, and the Office or its Authorized Contractors will not be required to execute Ancillary Agreements to contain a cyber event as permitted by this Section 3.3, provided access to User Data shall be limited to that purpose.

4. **Notices.** The point of contact for issues of or concerning the administration of this MOU, and individual and contact information to which notices under Section 14.11 (Notices) of the MOU should be addressed and sent, is the following:

For the Office:

Dan Powers

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Manager, Information Security Division/Networking

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200 E Grand

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Des Moines, Iowa 50319

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Phone: (515) 240-8226

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Email: [dan.powers@iowa.gov](mailto:dan.powers@iowa.gov)

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For Customer:

Phone:

Email:

**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 Exhibit A and have caused their duly authorized representatives to execute this Exhibit A, which Exhibit A takes effect on the date of last signature below.



**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Title:** Chief Information Officer, State of Iowa

**Title:** \_\_\_\_\_

**Organization signed on behalf of (“Office”):**  
Office of the Chief Information Officer, State of  
Iowa

**Organization signed on behalf of (“Customer”):**  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
DATE

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

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

### SCOTT COUNTY BOARD OF SUPERVISORS

March 18, 2021

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF IOWA OCIO AND SCOTT COUNTY

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

- Section 1. The Memorandum of Understanding between the State of Iowa Office of the Chief Information Officer and Scott County defining technology services is hereby approved.
- Section 2. This resolution shall take effect immediately.

**OFFICE OF THE COUNTY ADMINISTRATOR**600 West Fourth Street  
Davenport, Iowa 52801-1003Office: (563) 326-8702  
Fax: (563) 328-3285  
www.scottcountyiowa.govItem #11  
03/16/21

March 1, 2021

TO: Mahesh Sharma, County Administrator

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

RE: FY21 Budget Amendment

On March 18, 2021, the County will present its official public hearing on the 2021 Budget Amendment. This budget amendment is the County's annual estimate of expenditures and transfers that were adjusted or calculated since the budget was approved in March 2020. The Budget Amendment was presented in the County's two official newspapers on March 3, 2021. The amendment is scheduled to be approved March 18, 2021.

Following are the highlights of this amendment:

Public Safety & Legal Services, an increase of \$329,177, is requested to be amended for staffing adjustments in the Sheriff and Attorney's office, grant utilization, and extradition of prisoner's placement out of county.

<b>Department</b>	<b>Amount (rounded)</b>	<b>Description</b>
Attorney	\$207,000	Assistant Attorney Salary and Benefits
Health	\$157,000	Salary Overtime; Grant Utilization, Medical Examiner
JDC	(\$484,000)	Service Contracts; Supplies; Purchased Services
Non-Departmental	\$17,000	Grant Utilization; Vehicle Maintenance
Sheriff	\$632,000	Staffing adjustments Deputies and Correctional Officers, Out of County Placement
Medic Ambulance	(\$200,000)	Contract Estimate

Physical Health & Social Services, an increase of \$738,343, is requested to be amended for grant utilization, mandated services and change in deferred compensation expenditures.

<b>Department</b>	<b>Amount (rounded)</b>	<b>Description</b>
Community Services	\$6,000	Mandated service- Attorney Guardianship; Deferred Compensation
Health	\$(40,000)	Grant Utilization
Non-Departmental	\$800,000	Non-Congregate Care and Other COVID

Mental Health, ID and DD, an increase of \$63,700 is for estimate of general expenditures.

<b>Department</b>	<b>Amount (rounded)</b>	<b>Description</b>
Community Services	\$63,700	Change in Estimate of Local Services

County Environment & Education, a decrease of \$65,497 is requested for maintenance, supplies, and a calculation error to be corrected in the May amendment.

<b>Department</b>	<b>Amount (rounded)</b>	<b>Description</b>
Conservation	\$7,000	Maintenance, supplies, deferred compensation
Planning and Development	\$(2,500)	Travel / professional services
Quad City Convention and Visitors Bureau	(\$70,000)	Import calculation error – To be corrected in May Amendment.

Roads and Transportation, an increase of \$792,500, is requested to be amended for line item detail for estimate of project and operations progress.

Administration	\$17,000
Engineering	\$220,000
Bridges & Culverts	(\$30,000)
Roads (maintenance)	\$440,500
Snow and Ice Control	\$38,000
Traffic Controls	\$47,000
Road Clearing	\$85,000
New Equipment	\$15,000
Equipment Operation	(\$40,000)

Government Services to Residents, an increase of \$300,919 is requested to be amended for department review of election salary and benefits; and change in maintenance.

<b>Department</b>	<b>Amount (rounded)</b>	<b>Description</b>
Auditor	\$300,000	Election Salary, Benefits, Supplies
Treasurer	\$1,000	Maintenance

Administration, a decrease of \$231,886 is requested to be amended from change in deferred compensation, software maintenance, and professional services.

<b>Department</b>	<b>Amount (rounded)</b>	<b>Description</b>
Administration	(\$2,700)	Change in Travel
Attorney	\$128,000	Liability Insurance Estimates
Information Technology	(\$8,000)	Travel and School of Instruction
Human Resources	\$7,300	Change in Professional Services
FSS	(\$13,000)	Change in Supplies, Equipment, Commercial Services, Maintenance.
Non-Departmental	(\$580,000)	Allocation of Salary and Benefits to other Departments.
Treasurer	\$236,000	Change in Service Delivery Fees.

Capital Projects, an increase of \$6,049,176, is requested to be amended for FY 21 Capital Project estimate –SECC Radio Project, Administration Center Window Replacement and Recladding, General technology, Conservation capital projects and Secondary Roads capital projects.

Revenues have been amended by \$4,211,693 to reflect the grant utilization, permits, charges for services, interest revenue and general estimates.

<b>Revenue</b>	<b>Amount (rounded)</b>	<b>Description</b>
Other County Taxes / TIF Tax Revenues	\$625,200	Gaming and L.O.S.T. taxes estimates
Intergovernmental	\$4,283,581	Commercial and Industrial Rollback Backfill; FEMA Grants; CARES, act Grants, Election Reimbursements; General Grants
Licenses and Permits	\$260,000	Dept. Estimate
Charges for Services	(\$135,000)	Dept. Estimate

Use of Money & Property	(\$752,000)	Dept. Estimate
Miscellaneous	(\$131,000)	Dept. Estimate
Proceeds of Fixed Asset Sales	\$60,800	Dept. Estimate

Transfers between funds are recommended to change by \$3,315,270 to fund Capital from the FY 20 budgetary savings, and conservation capital projects from the use of restricted assets within the general and capital fund.

Unassigned fund balance of the General Fund is projected to increase by \$2,514,992 based on the re-estimates of budget levels, and the release of restricted equity for statutory programs.

If you have any questions I will be available at the Committee of the Whole and Public Hearing for further information.

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

\_\_\_\_\_  
DATE

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

## RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

MARCH 18, 2021

APPROVING A BUDGET AMENDMENT TO THE FY21 COUNTY BUDGET

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

Section 1. A budget amendment to the current FY21 County Budget as presented by the County Administrator is hereby approved as follows:

<u>SERVICE AREA</u>	<u>FY21 AMENDMENT AMOUNT</u>
Public Safety and Legal Services	\$329,177
Physical Health and Social Services	\$738,343
Mental Health, ID & DD	\$63,700
County Environment and Education	(\$65,497)
Roads and Transportation	\$792,500
Government Services to Residents	\$300,919
Administration	(\$231,886)
Capital Projects	\$6,049,176
Operating Transfers Out	\$7,976,432

Section 2. This resolution shall take effect immediately.

January 6, 2021

Chair Beck  
Scott County Board of Supervisors  
600 W. 4<sup>th</sup> Street  
Davenport, IA 52801

Re: Findings of the Scott County Compensation Board

Dear Chair Beck and Board of Supervisors:

As Chairman of the Scott County Compensation Board, I am writing to inform you of the Compensation Board's recommendations for salaries based on our meetings held on December 17, 2020 and January 4, 2021. For the fiscal year 2022, the proposed salaries for the upcoming year are as follows:

Auditor	(2.00%)	\$ 92,768
County Attorney	(2.00%)	\$154,957 <sup>1</sup>
Recorder	(2.00%)	\$ 92,768
Sheriff	(16.00%)	\$142,596
Treasurer	(2.00%)	\$ 92,768
Board Member, Board of Supervisors	(2.00%)	\$ 44,370
Chair, Board of Supervisors	(2.00%)	\$ 47,370

The Compensation Board, after consideration of comparable salaries of various elected officials, determined as its recommendation, the above salaries and their percentage increase. The Compensation Board hopes that the Board of Supervisors will seriously consider these recommendations.

Please contact me or other Compensation Board members with any questions.

Sincerely,



Lisa Charnitz  
Compensation Board Chair

1. The County may need to cap County Attorney's salary depending on Judicial Branch setting of District Court Judge's salary pursuant to Iowa Code § 331.752(5)



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

\_\_\_\_\_  
DATE

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

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

### SCOTT COUNTY BOARD OF SUPERVISORS

March 18, 2021

#### APPROVAL OF FISCAL YEAR 2022 COMPENSATION SCHEDULE FOR COUNTY ELECTED OFFICIALS AND DEPUTY OFFICE HOLDERS

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

Section 1. The Fiscal Year 2022 salary schedule for Elected County Officials as recommended by the Scott County Compensation Board is hereby approved as follows:

<u>Position</u>	<u>Annual Salary (effective 7/1/2021)</u>
Auditor	\$ 92,768
County Attorney	\$154,957 <sup>1</sup>
Recorder	\$ 92,768
Sheriff	\$142,596
Treasurer	\$ 92,768
Board Member, Board of Supervisors	\$ 44,370
Chair, Board of Supervisors	\$ 47,370

Section 2. The Fiscal Year 2022 salary schedule for Deputy Office Holders is hereby approved as follows:

<u>Position</u>	<u>Annual Salary (effective 7/1/2021)</u>
Deputy Auditor – Tax (85%)	\$ 78,853
First Assistant Attorney (85%)	\$131,713 <sup>1</sup>
Second Deputy Recorder (85%)	\$ 78,853
Chief Deputy Sheriff (85%)	\$121,207
Chief Deputy Sheriff – Captain (83%)	\$118,355

Section 3. It is understood that those positions referenced herein are salaried employees and are not paid by the hour.

Section 4. This resolution shall take effect July 1, 2021.

1. Salary may need to be reduced depending on Judicial Branch setting of District Court Judge's salary pursuant to Iowa Code §331.752(2)

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

March 18, 2021

APPROVAL OF ADJUSTMENT IN SALARY FOR NON-REPRESENTED COUNTY  
EMPLOYEES FOR FISCAL YEAR 2022

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

- Section 1. The salary ranges for County positions included in the Non-represented group shall be adjusted on July 1, 2021 by increasing the salary range by two and a quarter percent (2.25%).
- Section 2. For the purpose of determining an hourly rate of pay for the Non-represented group, the annual base salary shall be divided by 2,080 hours.
- Section 3. The top of the salary schedule for Seasonal Health Worker, Planning Intern, and Seasonal Maintenance Worker (Roads) in the Z schedule of the pay plan shall be increased by two and a quarter percent (2.25%).
- Section 4. The hourly rate for the part-time LPN and RN/EMT-P for the Immunization Clinic and Correctional Health Nurse for Jail Health in the Z schedule of the pay plan shall be increased by two and a quarter percent (2.25%).
- Section 5. This resolution shall take effect July 1, 2021.

**OFFICE OF THE COUNTY ADMINISTRATOR**

600 West Fourth Street  
Davenport, Iowa 52801-1003

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



Item #14  
03/16/21

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March 5, 2021

TO: Mahesh Sharma, County Administrator

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

RE: FY2022 Budget Adoption

Please find attached the resolution to approve the FY22 Budget Adoption. The public hearing is to be held on Thursday, March 18, 2021 and advanced notice of the hearing was published according to state law in the two official County newspapers. The recommended tax levy is below the legal maximum approved at the February 18, 2021 maximum tax levy hearing.

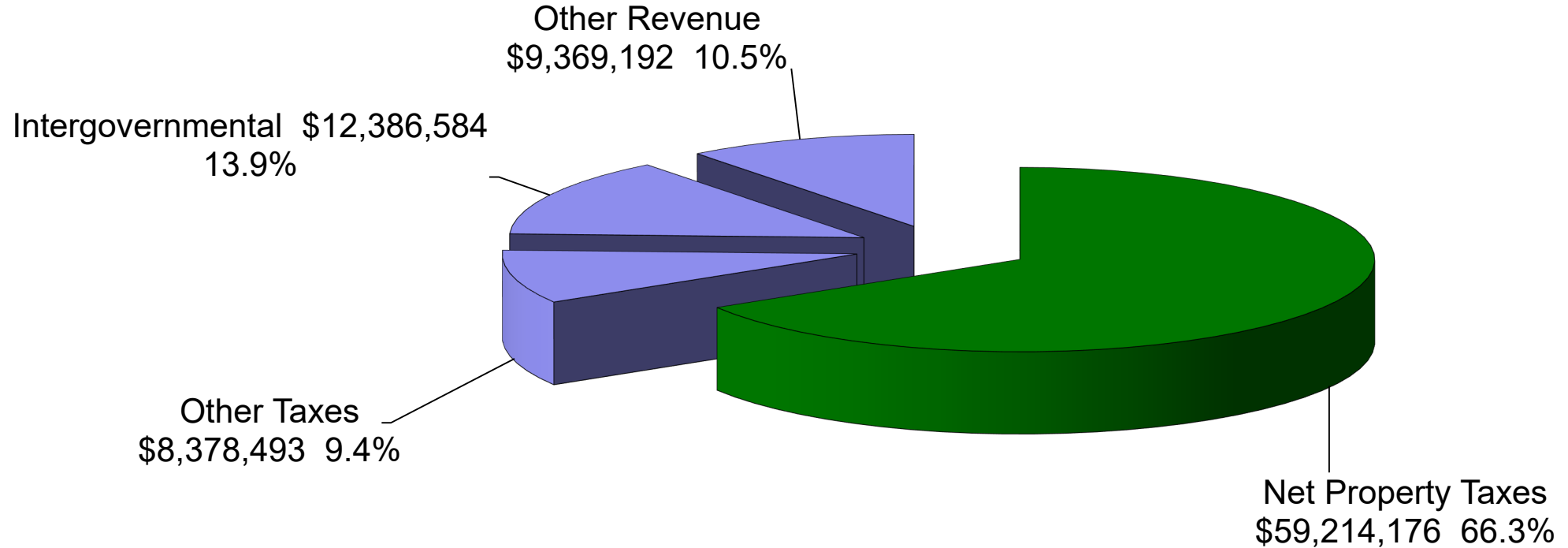
# FY22 Budget Hearing Public Hearing

March 18, 2021



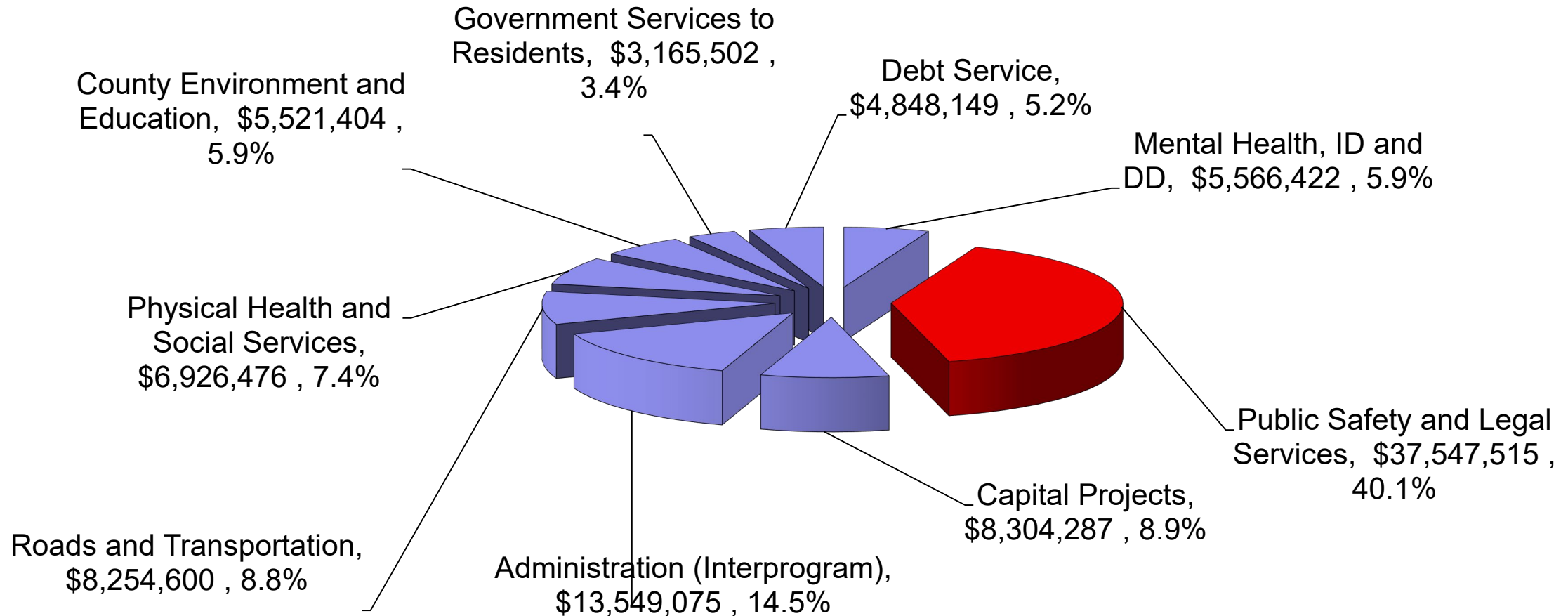
# FY 22 Revenues by Source

**FY22 BUDGET: \$89,348,445**



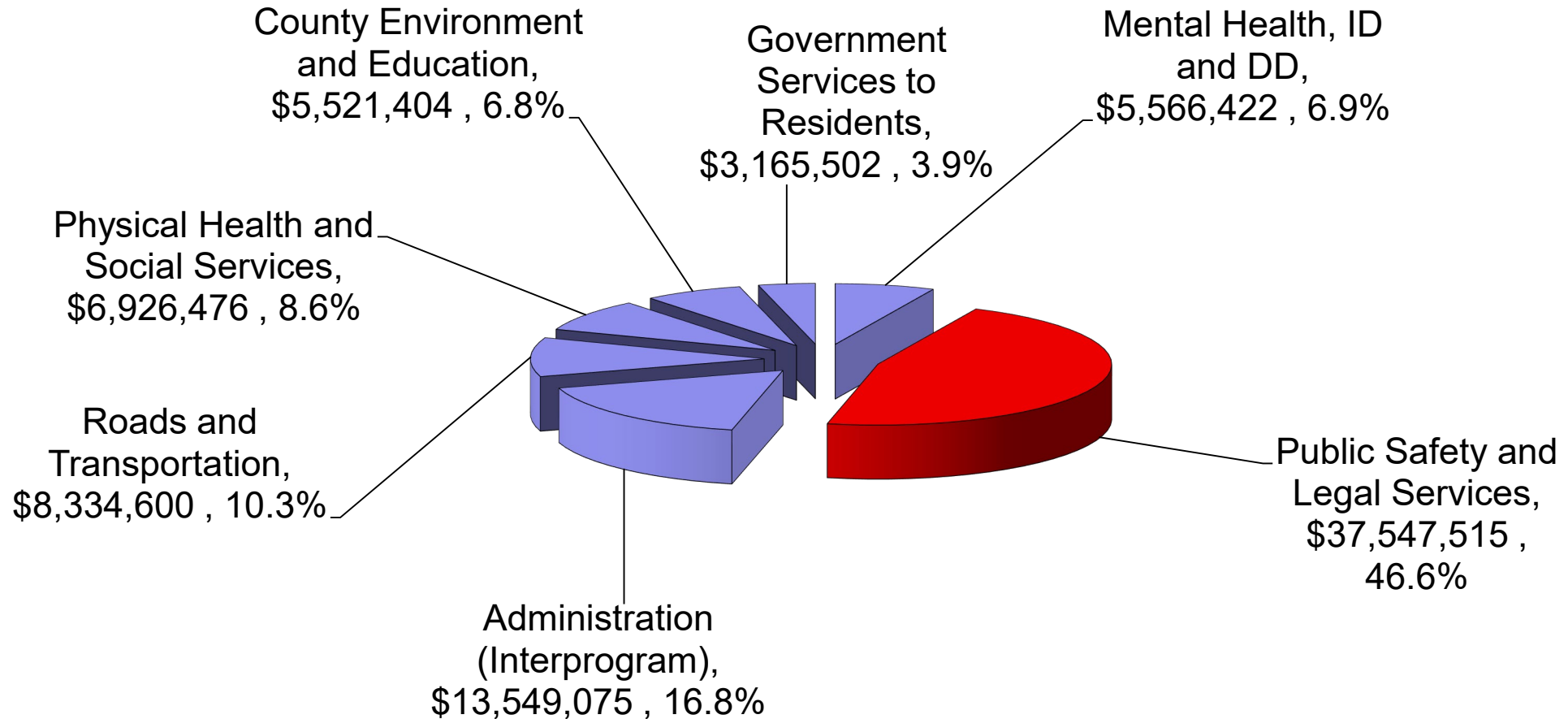
# Overall Budget

**FY22 BUDGET: \$93,683,430**



# FY 22 Operating Budget

**FY22 BUDGET: \$80,610,994**





## Budget Summary

Functional Area	Public Hearing	Recommend Budget 21/22	Re-Estimate 20/21	Actual 19/20
Public Safety and Legal Services	\$38,800,000	\$37,547,515	\$35,919,334	\$33,980,781
Physical Health and Social Services	\$7,400,000	\$6,926,476	\$7,714,951	\$6,298,298
Mental Health, ID & DD	\$6,000,000	\$5,566,422	\$5,692,047	\$5,584,029
County Environment and Education	\$6,000,000	\$5,521,404	\$5,337,063	\$5,156,195
Roads & Transportation	\$8,700,000	\$8,334,600	\$8,539,600	\$6,653,196
Government Services to Residents	\$3,500,000	\$3,165,502	\$3,318,705	\$2,687,635
Administration (Interprogram)	<u>\$14,000,000</u>	<u>\$13,549,075</u>	<u>\$13,232,028</u>	<u>\$12,044,238</u>
Operating Budget	\$84,400,000	\$80,610,994	\$79,753,728	\$68,698,631
Debt Service	\$4,848,149	\$4,848,149	\$4,867,249	\$10,284,666
Capital	<u>\$9,000,000</u>	<u>\$8,224,287</u>	<u>\$19,032,252</u>	<u>\$12,249,984</u>
Total Expenditures	<u>\$98,248,149</u>	<u>\$93,683,430</u>	<u>\$103,653,229</u>	<u>\$94,939,022</u>

# County Budgeting – Budgeting for Outcomes

Mission - Scott County Government Is dedicated to Protecting, Strengthening and Enriching Our Community by delivering Quality Services and Providing Leadership with P.R.I.D.E

## 9 Service Areas

- 18 Operating Departments
- 13 Authorized Agencies
- Numerous partner agencies, boards, or commissions

Vision 2032 - Scott County is a GREAT PLACE TO LIVE and a GREAT Place for BUSINESS Scott County 2032 is a SAFE COMMUNITY, a HEALTHY COMMUNITY, and a LIVEABLE COMMUNITY FOR ALL

## Goals – Strategic Plan and Departmental performance measurements (BFO's)

### Financially Responsible

- County Wide
- Dept.

### Economic Growth

- County Wide
- Dept.



### Performing Organization

- County Wide
- Dept.

### Great Place to Live

- County Wide
- Dept.

# FY22 Budget Overview

- General Fund Budget
  - COLA / Steps / Benefit Estimates
  - Required transfers – SECC, EMA, Secondary Roads
  - Strategic Plan - \$313,000 use of assigned fund balance spending in FY 22
- Ending General Fund Unassigned Balance Estimate \$14,210,724 or 21.5% of FY 22 expenditures
- Urban Levy Rate  FY21 – \$6.21    FY22 – \$6.21
- Rural Levy Rate  FY21 – \$9.11    FY22 – \$9.11
- County capital budget fully funded without borrowing; SECC Radios funded with Debt Service 2020.
- County budgeted funds at \$93,683,430 to fund operating and capital budget; \$1,351,522 for golf course; total budget of \$95,034,952.



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

\_\_\_\_\_  
DATE

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

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

### SCOTT COUNTY BOARD OF SUPERVISORS

March 18, 2021

ADOPTING THE FY22 COUNTY BUDGET IN THE AMOUNT OF \$95,034,952 AND  
THE COUNTY'S FY 22 CAPITAL BUDGET AND FY23-26 CAPITAL PROGRAM.

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

Section 1. The FY22 County Budget as presented by the County Administrator and as reviewed and considered by this Board is hereby adopted in the amount of \$95,034,952 (which includes budgeted \$93,683,430 Governmental fund and the Golf Course Enterprise Fund in the amount of \$1,351,522, a non-budgeted fund for State certification purposes).

Section 2. The total amount of service area:

<u>Service Area</u>	<u>Amount</u>
Public Safety & Legal Services	\$37,547,515
Physical Health & Social Services	6,926,476
Mental Health, ID & DD	5,566,422
County Environment & Education	5,521,404
Roads & Transportation	8,334,600
Government Services to Residents	3,165,502
Administration (interprogram)	<u>13,549,075</u>
Subtotal Operating Budget	\$80,610,994
Debt Service	4,848,149
Capital Projects	<u>8,224,287</u>
Subtotal County Budget	\$93,683,430
Golf Course Operations	<u>1,351,522</u>
TOTAL	<u>\$95,034,952</u>

Section 3. The FY22 capital budget and FY23-26 capital program is hereby adopted.

Section 4. The County's Urban Levy rate for FY 22 shall be \$6.21485 per \$1,000 taxable valuation in Urban Areas. The County's Rural Levy rate for FY 22 shall be \$9.11390 per \$1,000 taxable valuation in Rural Areas.

Section 5. The County Auditor is hereby directed to properly certify the budget as adopted and file with the records of her office and that of the State Department of Management as required by law.

Section 6. This resolution shall take effect immediately.