

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
July 5 - 9, 2021

Tuesday, July 6, 2021

Committee of the Whole - 8:00 am
Board Room, 1st Floor, Administrative Center AND WEBEX/VIRTUAL OPTION

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

TO JOIN BY PHONE 1-408-418-9388
ACCESS CODE: 146 291 1327 PASS CODE: 1234

OR you may join via Webex. Go to 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: Knobbe, Maxwell, Beck, Croken, Kinzer
- ___ 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, in this area you will find the hand icon, use the hand icon to raise and lower your hand.

Facilities & Economic Development

- ___ 3. Temporary road closure on 10th Avenue for New Liberty Volunteer Fire Department event on August 28, 2021. (Item 3)
- ___ 4. Updating weight restrictions on various county bridges. (Item 4)
- ___ 5. Contract to replace the air supply units located above Juvenile Court Services. (Item 5)

Human Resources

- ___ 6. Staff appointments. (Item 6)
- ___ 7. Effective date of FY22 Organizational Changes. (Item 7)

Health & Community Services

- ___ 8. FY22 Scott County agreement with Community Health Care (CHC). (Item 8)
- ___ 9. FY22 Scott County agreement with Center for Active Seniors (CASI). (Item 9)

Finance & Intergovernmental

- ___ 10. FY22 Edward Byrne Memorial Justice (JAG) Grant application. (Item 10)
- ___ 11. An interfund loan between the general fund and the golf course fund - public hearing concerning the proposed action to be held July 8, 2021 at 5:00 during the Board Meeting. (Item 11)
- ___ 12. Memorandum of Agreement with the Urban County Coalition. (Item 12)

Other Items of Interest

- ___ 13. Discussion of pre-qualification documents for Scott County construction projects.(Item 13)
- ___ 14. Discussion of Board of Supervisors meeting times.
- ___ 15. New liquor license for Cinnamon Ridge Farms.
- ___ 16. Adjourned. Moved by _____ Seconded by _____

Thursday, July 8, 2021

Regular Board Meeting - 5:00 pm Board Room, 1st Floor, Administrative Center AND WEBEX/VIRTUAL OPTION

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

**TO JOIN BY PHONE 1-408-418-9388
ACCESS CODE: 146 655 3413 PASS CODE: 1234**

OR you may join via Webex. Go to 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.

Public Hearing

- ___ 1. Public hearing relative to an interfund loan between the general fund and the golf course fund.

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 #146 291 1327

Password #1234

Connect via Computer or application:

Host: www.webex.com Meeting number: **above** Password: **1234**

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=e782b4178ace12b6ff8f29be156fb011e>

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.

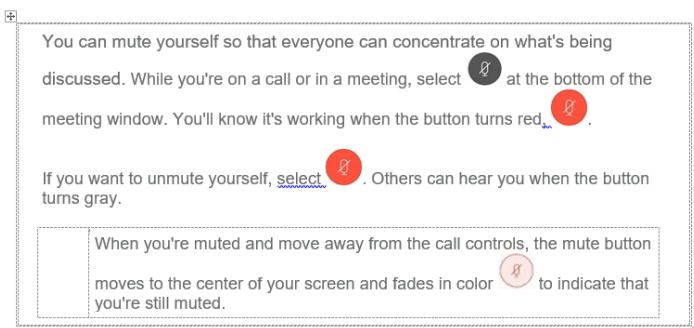
When called upon for comments by the Board,

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)

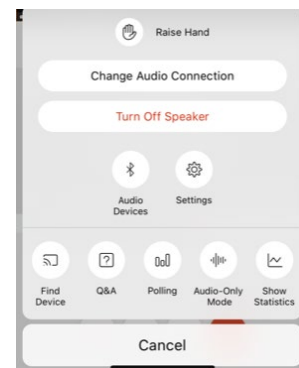
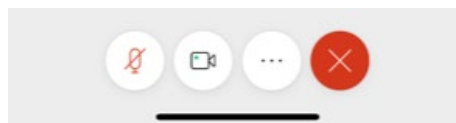
Computer / Application Connections:

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)



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.com

WEB SITE - www.scottcountyiowa.com

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: Approval of a Temporary Road Closure on 10th Avenue

DATE: June 28, 2021

This resolution is to approve a temporary road closure on 10th Avenue between 290th Street and the north corporate limits of the City of New Liberty. The New Liberty Volunteer Fire Department requests the road closure to facilitate their annual steak fry. This will be the 40th consecutive year they have hosted the steak fry on the fourth Saturday in August.

To celebrate the milestone anniversary of this event, they are planning to have several additional activities that they have not had in the past. They are anticipating a large turn-out and the limited off-road parking could potentially result in cars attempting to park in unsafe locations along and near 10th Avenue and Hwy 130.

Last year, due to COVID-19, they held the steak fry as a drive-up only event and closed the road in the same manner as this request. The road closure for the event went smoothly.

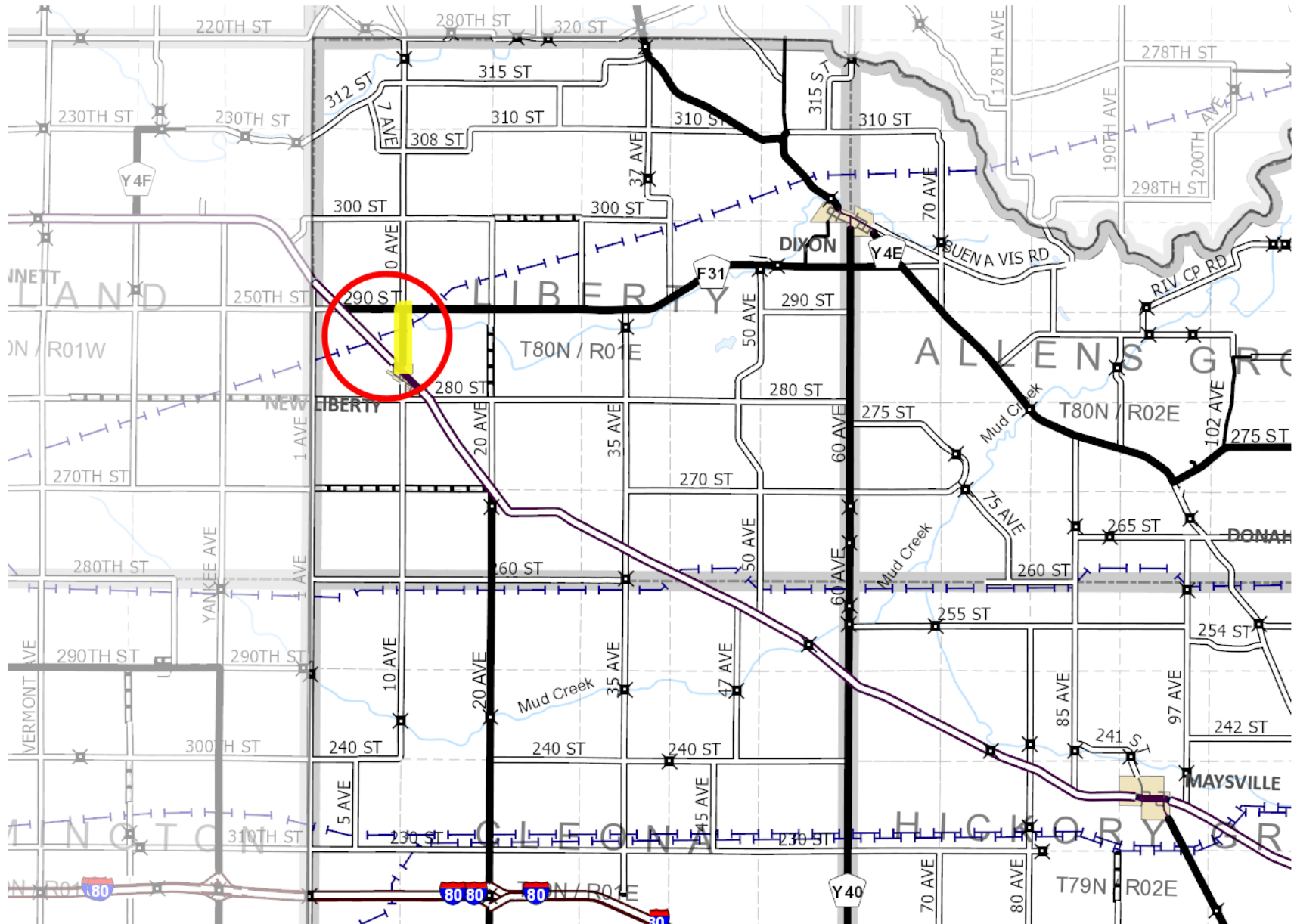
The request is to temporarily close 10th Avenue on August 28, 2021, from 8:00 a.m. to midnight. The New Liberty Volunteer Fire Department will work with the Iowa Department of Transportation to mark a detour route on Hwy 130. They will also provide traffic control and return the roadway to its normal condition prior to re-opening the closure.

I recommend approval of the temporary closure. Attached to this memo is a location map.

Temporary Road Closure Location Map

Scott - ICEASB Easy Map

9:49 AM, Wed, Jul 15, 2020



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

July 8, 2021

APPROVAL OF TEMPORARY ROAD CLOSURE FOR NEW LIBERTY VOLUNTEER
FIRE DEPARTMENT ANNUAL STEAK FRY ON AUGUST 28, 2021

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

Section 1. That the request from the New Liberty Volunteer
Fire Department to close 10th Avenue from 290th Street south
to the north corporate limit of the City of New Liberty
on August 28, 2021, from 8:00 a.m. to midnight be
approved.

Section 2. That this resolution shall take effect
immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640

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E-MAIL - engineer@scottcountyiowa.gov

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TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Resolution Approving Bridge Postings

DATE: June 28, 2021

This resolution is in regards to updating weight limit restrictions of certain bridges on the secondary road system.

The Board of Supervisors is empowered under the Code of Iowa to prohibit the operation of vehicles or impose limitations as to the weight of vehicles on designated highways or highway structures under their jurisdiction. Our bridges are inspected in accordance with the National Bridge Inspection Standards (NBIS). These inspections are performed in part by our consultant Calhoun-Burns & Associates and in part by county staff.

During the past two years, six posted bridges have been replaced and therefore no longer require load limit restrictions.

Based on NBIS inspections that were performed this spring, it has been determined that two presently posted bridges require further reduced load limit restrictions and two additional bridges require posting of load limit restrictions. The Iowa Department of Transportation Enforcement Branch will not write citations for violations of bridge postings unless a resolution has been passed by the Board authorizing the restrictions. The attached resolution also gives local law enforcement and the County Attorney a defensible position while prosecuting violators.

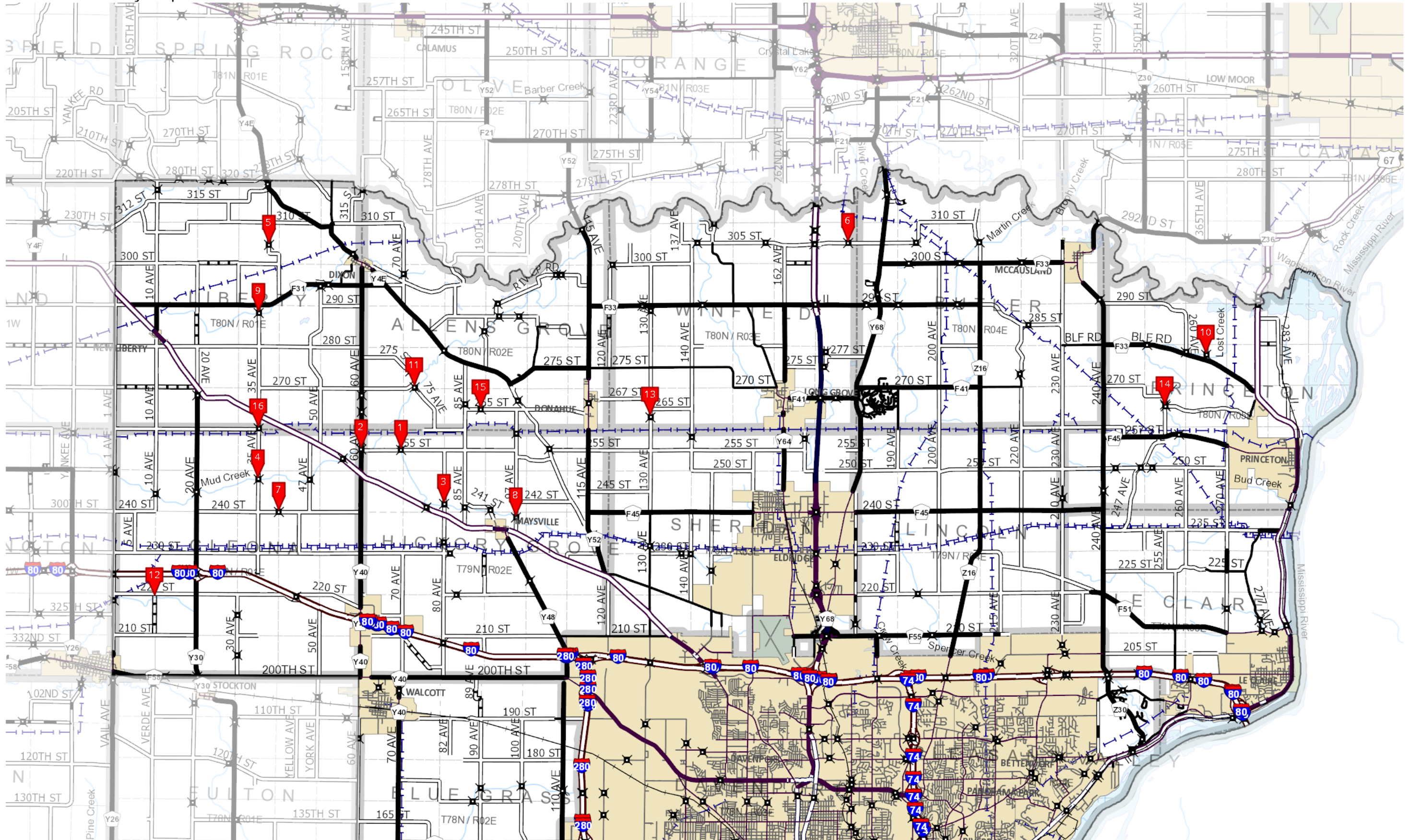
Listed below are the bridges that are presently posted for load limit restrictions with the new additions showing in bold text and the bridges that have been replaced crossed through:

Map ID #	County Bridge Number	FHWA Number	Feature Crossed	Location	Load Limit
1	6 Hickory Grove	302500	Hickory Creek	79-02-06	28,48,40
2	6E Hickory Grove	302480	Mud Creek	79-02-06	28,48,40
	7 Princeton	302910	Lost Creek	79-05-07	13,16,16
	7F Princeton	302948	Lost Creek	79-05-07	28,48,40
	8A Butler	303590	Glynn Creek	80-04-08	One Truck on Bridge
3	9B Hickory Grove	302510	Hickory Creek	79-02-09	28,48,40
4	10 Cleona	302370	Mud Creek	79-01-10	28,48,40
5	10E Liberty	303081	Tributary to Walnut Creek	80-01-10	23,39,38
6	12 Winfield	303451	Tributary to Wapsipinicon River	80-03-12	28,48,40
7	15 Cleona	302410	Tributary to Mud Creek	79-01-15	28,48,40
8	15A Hickory Grove	302550	Hickory Creek	79-02-15	28,48,40
	17C Sheridan	302670	Hickory Creek	79-03-17	One Truck on Bridge
9	22F Liberty	303160	Walnut Creek	80-01-22	26,38,38
	27H LeClaire	302990	McCarty Creek	79-05-27	22,30,30
10	28K Princeton	303730	Lost Creek	80-05-28	26,48,40
11	29D Allens Grove	303331	Mud Creek	80-02-29	28,48,40
12	29E Cleona	N/A	Big Elkhorn Creek	79-01-29	20,32,38
13	32C Winfield	303561	Tributary to Mud Creek	80-03-32	28,48,40
14	32H Princeton	303760	Lost Creek	80-05-32	28,48,40
15	33 Allens Grove	303371	Tributary to Mud Creek	80-02-33	20,31,31
	33H Liberty	303170	Tributary to Mud Creek	80-01-33	24,48,40
16	34I Liberty	303180	Tributary to Mud Creek	80-01-34	13,19,20

Bridge Postings - July 8, 2021

Scott - ICEASB Easy Map

2:25 PM, Tue, Jun 29, 2021



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

JULY 8, 2021

APPROVAL OF WEIGHT RESTRICTIONS ON VARIOUS COUNTY BRIDGES

BE IT RESOLVED by the Scott County Board of Supervisors

Section 1. The Scott County Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to weight thereof on designated highways or highway structures under their jurisdiction.

Section 2. The County Engineer has completed or has caused to be completed the Structure Inventory and Appraisal of certain Scott County Bridges, in accordance with the National Bridge Inspection Standards and has determined that the status of certain bridges should change.

Section 3. The County Engineer has determined that the following Scott County Bridges are inadequate for two-lane legal loads at allowable operating stress:

County Bridge Number	FHWA Number	Feature Crossed	Location	Load Limit
6 Hickory Grove	302500	Hickory Creek	79-02-06	28,48,40
6E Hickory Grove	302480	Mud Creek	79-02-06	28,48,40
9B Hickory Grove	302510	Hickory Creek	79-02-09	28,48,40
10 Cleona	302370	Mud Creek	79-01-10	28,48,40
10E Liberty	303081	Tributary to Walnut Creek	80-01-10	23,39,38
12 Winfield	303451	Tributary to Wapsipinicon River	80-03-12	28,48,40
15 Cleona	302410	Tributary to Mud Creek	79-01-15	28,48,40
15A Hickory Grove	302550	Hickory Creek	79-02-15	28,48,40
22F Liberty	303160	Walnut Creek	80-01-22	26,38,38
28K Princeton	303730	Lost Creek	80-05-28	26,48,40
29D Allens Grove	303331	Mud Creek	80-02-29	28,48,40
29E Cleona	N/A	Big Elkhorn Creek	79-01-29	20,32,38
32C Winfield	303561	Tributary to Mud Creek	80-03-32	28,48,40
32H Princeton	303760	Lost Creek	80-05-32	28,48,40
33 Allens Grove	303371	Tributary to Mud Creek	80-02-33	20,31,31
34I Liberty	303180	Tributary to Mud Creek	80-01-34	13,19,20

Section 4. That vehicle and load limits are established and that signs be erected advising of the permissible maximum weights on the bridges listed.

Section 5. This resolution shall take effect immediately.

Facility & Support Services

600 West Fourth Street
Davenport, Iowa 52801
(563) 326-8738 (Voice) (563) 328-3245 Fax



Item #5
7/6/21

~ Our Promise: Professional People, Solving Problems, High Performance

June 22, 2021

TO: Mahesh Sharma
County Administrator

FROM: Chris Still, FMP
Scott County Facility Maintenance Manager

RE: Award of Bid for Replacement of Air Supply Units for Juvenile Court Services

As previously discussed Facility and Support Services has been working on a project to replace 2 air supply units that support Juvenile Court Services over at the Courthouse/Jail. These units are 41 years old, and have reached their end of lifecycle.

Facility and Support Services worked with IEFM Consulting Engineers to design the project, provide all bidding documents, and answer all the necessary questions that pertained to the project.

We also held a pre-bid meeting on April 6th that provided a walk-through of the project space, and gave bidders the opportunity to ask questions of the project with IEFM. 8 vendors attended that walk through.

The project was published in the local newspaper and a public hearing was held for plans and specifications on April 15th of 2021.

Facility and Support Services had the project on www.publicpurchase.com and was there for bidders to ask questions and request information relevant to that project. 63 vendors received this bid notice according to Public Purchase. The project was also listed on the County's purchasing webpage.

On June 21st Facility and Support Services held a bid opening and received the following bid.

Climate Engineers / Hiawatha, Iowa	\$321,000.00
------------------------------------	--------------

After review of the bid and after follow up with this vendor we feel confident in recommending the award of bid to Climate Engineers in the amount of \$321,000.00.

This project is currently budgeted in the Capital Improvements Plan, with a total budget amount of \$445,000.00

I plan to be in attendance at the Committee of the Whole meeting to answer any questions you or the board may have.

CC: Scott Hobart, Chief Juvenile Court Officer
FSS Management Team

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

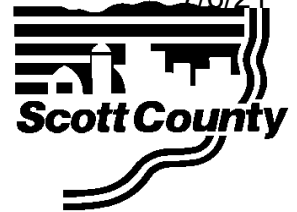
SCOTT COUNTY BOARD OF SUPERVISORS

July 8, 2021

APPROVING THE BID AND AWARDING THE CONTRACT TO CLIMATE ENGINEERS
FOR REPLACEMENT OF TWO (2) AIR SUPPLY UNITS AT THE SCOTT COUNTY
JAIL/JUVENILE COURT SERVICES IN THE AMOUNT OF \$321,000.00

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

- Section 1. That the contract to replace the (2) air supply units located above Juvenile Court Services be awarded to Climate Engineers in the amount of \$321,000.00
- Section 2. That the Scott County Facility Maintenance Manager is authorized to sign this contract
- Section 3. This resolution shall take effect immediately.



Scott County Auditor's Office
Auditor Kerri Tompkins
600 W. 4TH Street
Davenport, Iowa 52801
Ph: (563) 326-8631 Fax: (563) 326-8601
www.scottcountyiowa.gov

June 28, 2021

To: Board of Supervisors

RE: James Martin

Please know there has been an offer made to fill the Elections Supervisor position with the candidate being James Martin. Due to his professional experience, I am asking to compensate Mr. Martin at a Step 7, \$63,460 (FY22 pay plan). This role requires a unique skill set and the interview group feels strongly he meets the criteria and will serve Scott County well.

His background includes a master's in public financial administration and serving the public since 2011 in Eldridge as the Assistant City Administrator. In this role, he wears many hats (Zoning Officer, Economic Development Officer, citizen liaison), as well as serving on numerous Boards as a staff officer. Through this position, he has become familiar with the IAC and understands the process of seeking clarity and being compliant with regulations.

His previous professional experience includes grant writing, training, event planning, press relations and communications. In addition to his professional skills and experience, Mr. Martin also volunteered with the elections in 2020.

I am confident Mr. Martin will transition well to this role and represent Scott County in a professional manner. Thank you for your consideration.

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

July 8, 2021

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of LaBridgette Tensley for the position of Maternal & Child Health Consultant in the Health Department at the entry level rate.

Section 2. The hiring of James Martin for the position of Election's Supervisor in the Auditor's Office at step 7.

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8767 Fax: (563) 328-3285
HR@scottcountyiowa.gov



Date: June 29, 2021
To: Mahesh Sharma, County Administrator
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Subject: Organizational Changes FY22 - Effective Date

On March 18, 2021 the Board of Supervisors approved the organizational change requests for FY22. At the time there were some uncertainties with the ability to balance the budget and the departments agreed to defer the changes until January 1, 2022. We have received requests from two departments to move the effective date up on the organizational changes. The Juvenile Detention Center would like to proceed with the promotional process by eliminating a Detention Youth Counselor and adding the position of a Detention Youth Supervisor to oversee the growth of programs. This change was \$11,124 for the full year. The County Attorney currently is filling a vacancy for a Legal Secretary and was eligible in January to add an additional position of a Legal Secretary. They would like to utilize the current recruitment and add both positions at this time for training and to address the reopening of the courts post pandemic. The full year costs of this position was \$70,373.

Although we don't anticipate the other 3 positions to be filled immediately, we believe it would be fair to all departments to address any change in the effective date of the resolution equally. In our discussions with the Budget and Administrative Services Director we agreed the costs could likely be taken from any fund balance. The savings anticipated from the delay in the organizational changes to January 1, 2022 were \$147,000.

Cc: David Farmer, Budget and Administrative Services Director

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

July 8, 2021

APPROVING A NEW EFFECTIVE DATE FOR THE CLASSIFICATION AND STAFFING ADJUSTMENTS FOR FISCAL YEAR 2022

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

WHEREAS; On March 18, 2021 the Board of Supervisors passed a resolution approving the classification and staffing adjustments for fiscal year 2022 with an effective date of January 1, 2022; and

WHEREAS; the Board of Supervisors is in agreement to move up the effective date of the resolution hereto attached as Attachment A.

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

Section 1. That the Board of Supervisors shall modify the effective date of Attachment A so that it is effective July 9, 2021.

Section 2. This resolution shall take effect immediately.

Attachment A

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).

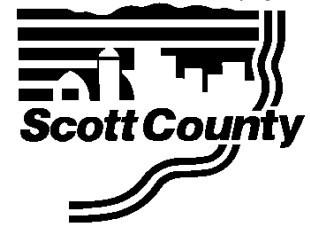
Section 5. That the table of organization for the Juvenile Detention Center be increased by 1.0 FTE Detention Shift Supervisor (total 3.0 FTE) and the decrease of 1.0 FTE of Detention Youth Counselor (total 10.0 FTE).

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.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



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

June 28, 2021

TO: Mahesh Sharma, County Administrator

FROM: Lori A. Elam, Community Services Director

RE: Authorized Agency Agreement
Community Health Care (CHC)

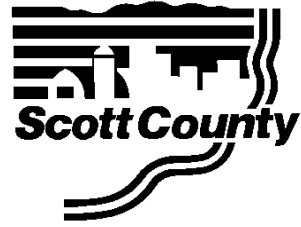
Enclosed is the proposed FY22 Agreement with Community Health Care.

The dates and contractual amounts reflect the Board's decisions during the budget review process. The county will provide \$302,067 for primary health care for Community Services clients.

The contract was reviewed by the agency. I will be available at the Board of Supervisor's meeting for any questions.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



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

Date: July 1, 2021

Agreement Parties: Scott County
600 West 4th Street
Davenport, IA 52801

Community Health Care, Inc.
500 W. River Drive
Davenport, IA 52801

Agreement Amount: \$302,067

Purpose: Provision of comprehensive, ambulatory health care programs with particular emphasis on low and fixed income populations for Scott County.

Agreement Period: This Agreement shall commence on July 1, 2021 and shall continue in full force and effect until June 30, 2022, unless either party wishes to terminate this agreement and provides the other party a written (90) day notice of termination.

Community Health Care, Inc. agrees to perform the work and to provide the services described in the Agreement for the consideration herein. The parties hereto have executed this contract on the day and year last specified below.

**For and on behalf of the Scott County
Board of Supervisors:**

**For and on behalf of Community Health Care, Inc.
Board of Directors:**

By: _____
Ken Beck, Chairman

By: _____
Anthony Schwenke, Chairman

Date: _____

Date: _____

ATTEST:

**Kerri Tompkins,
Scott County Auditor**

I. Identification of Parties

- A. The Chairperson of the Scott County Board of Supervisors is the Authorized County Official for this Agreement. The Authorized County Official must approve any changes in the terms, conditions, or amounts specified in this agreement. Negotiations concerning this agreement should be referred to the Chairperson at telephone (563) 326-8749 or board@scottcountyiowa.gov. The Scott County Board of Supervisors hereinafter will be referred to as Scott County.
- B. The President of the Board of Directors is the Authorized Community Health Care, Inc. Official for this Agreement. This individual is responsible for financial and administrative matters of this agreement. Negotiations concerning this agreement should be referred to the President at telephone (563) 336-3000. Community Health Care, Inc. hereinafter will be referred to as CHC.

II. Term of Agreement

- A. The effective date and initial term of this Agreement shall begin on July 1, 2021 and shall continue until June 30, 2022. If either party wishes to terminate this agreement, said party shall deliver to the other party a ninety (90) day written notice of termination.
- B. This agreement may be amended in whole or in part, by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

III. Scope of Services

- A. CHC shall provide medical, dental, mental health, laboratory and x-ray, pharmacy, and health education/nutrition services as needed to those Scott County Community Services participants. It is understood and agreed that, in the event CHC or the county experiences funding reductions, either party may discontinue or modify the aforementioned services provided a ninety (90) days notice of its intent to discontinue or modify services is given to the other party. CHC will work with Community Services patients to establish a medical and dental home at CHC. CHC will provide education about other health services and programs available in Scott County to all Community Services patients.
- B. Scott County recognizes CHC's authority to charge a minimum co-payment fee to eligible clients. However, CHC agrees to exempt clients referred by the Scott County Community Services Department from the co-payment fee schedule.
- C. CHC agrees to honor prescriptions authorized by appropriate specialists provided that the client is a CHC patient and was referred by CHC to the appropriate specialist. Charges for such prescriptions shall be in accordance with item #III. B. of the agreement.

- D. CHC agrees to honor psycho-therapeutic prescriptions authorized by the staff of Vera French Community Mental Health Center as well as other mental health providers for clients referred by Scott County Community Services and who have established their medical care with CHC. Prescriptions will be co-signed by CHC staff at the discretion of the Primary Care Provider providing services to the patient. Charges for such prescriptions shall be in accordance with item #III.B. of this agreement.
 - E. CHC agrees to honor prescriptions authorized by outside physicians for clients referred by the Scott County Community Services Department after they have seen a CHC physician. Charges for such prescriptions shall be in accordance with item #III.B. of this agreement.
 - F. Payment under this contract for Scott County Community Services is understood to be exclusive of any prescription for AZT or Clozapine. Payment for these pharmaceuticals will be approved on an individual basis by the Scott County Community Services Department.
 - G. Pharmaceutical services are provided based on the Medicaid formulary and any additional pharmaceuticals included in the CHC formulary.
 - H. CHC agrees to track the number of clients with/without medical insurance and how many accept assistance to be enrolled in some form of insurance. CHC agrees to track the number of clients above and below the Federal Poverty level of 150%. CHC agrees to track with cost of care for the referred Scott County Community Services clients who have no insurance.
- IV. Manner of Financing
- A. Scott County shall make payment to CHC for the performance of its covenants in the amount of \$302,067.00 payable in twelve (12) monthly allotments of \$25,172.25. Each installment shall be made available on the first day following the first monthly meeting of the Scott County Board of Supervisors.
 - B. Scott County and CHC each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CHC, such as fees collected for services provided to individual patients.
- V. Liability and Indemnification
- A. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CHC and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file in the Office of the County Administrator.
 - B. CHC shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by any reason of any person or persons or property being damaged or injured by CHC or any agent or employee of CHC.

VI. Reports

- A. CHC agrees to submit the following reports to Scott County:
- i. Certificate of insurance: Annually at the time of renewal
 - ii. A revised budget estimate and program performance projections if different from the original request: Within thirty (30) days of the signing of this agreement
 - iii. First quarter indicators: October 31, 2021
 - iv. Second quarter indicators: January 31, 2022
 - v. Third quarter indicators: April 30, 2022
 - vi. Fourth quarter indicators: August 31, 2022
 - vii. Certified Public Accountant Audit report: 150 days from the end of the agency's fiscal year
 - viii. Minutes, or a summary thereof, the monthly meetings of the CHC Board of Directors.
 - ix. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of an existing program, addition of staff positions or the addition of any new funding source and/or program in a timely manner.
 - x. All of CHC's financial and statistical records related to this agreement will be open to Scott County.

VII. Additional Conditions

- A. CHC shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation.
- B. None of the funds provided through this Agreement shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

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

JULY 8, 2021

APPROVAL OF FY22 CONTRACTUAL AGREEMENT BETWEEN COMMUNITY
HEALTH CARE AND SCOTT COUNTY

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

Section 1. That the FY22 contractual agreement between Scott County and Community Health Care for provision of comprehensive health care programs with emphasis on low and fixed income populations for Scott County is hereby approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2021.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



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

June 28, 2021

TO: Mahesh Sharma, County Administrator

FROM: Lori A. Elam, Community Services Director

RE: Authorized Agency Agreement
Center for Active Seniors, Inc. (CASI)

Enclosed is the proposed FY22 Agreement with the above listed agency.

The dates and contractual amounts reflect the Board's decisions during the budget review process. The county continues to fund two programs: Outreach and the Adult Day Center (Jane's Place).

The contract has been reviewed by the agency. I will be available at the Committee of the Whole meeting for any questions.

AGREEMENT

This agreement is made and entered into this 1st day of July, 2021, by and between Scott County, Iowa, a governmental unit of the State of Iowa (hereinafter referred to as Scott County), and the Center for Active Seniors, Inc., (hereinafter referred to as CASI), which provides programs for older persons in Scott County.

WITNESSETH

In consideration of the mutual covenants and agreements hereinafter set forth, Scott County and CASI agree as follows:

1. Scott County shall provide funding to CASI for the performance of its covenants in the amount of \$213,750 payable in twelve (12) monthly installments of \$17,812.50. Each installment shall be made available on the day following the first monthly meeting of the Scott County Board of Supervisors.
2. Scott County agrees to pay CASI this sum of \$213,750 as consideration for CASI serving Scott County senior citizens at appropriate sites in Scott County as are necessary in the best interest of the above individuals and/or families. Such services shall include:
 - A. OUTREACH: The county funding level will be \$165,614 (\$13,801.16 monthly)
 - B. DAY CENTER: The county funding will be \$48,136 (\$4,011.34 monthly)
3. Scott County and CASI each acknowledge that the payments herein to be made are to supplement and not supplant other available sources of income to CASI, such as fees collected for services provided to individual clients.
4. CASI shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapped condition or religious affiliation. Funds provided hereunder shall not be used to further the election of any candidate for political office.
6. CASI shall not transfer between programs the total annual funds allotted to each program as specified in the Scott County budget submission without prior Scott County approval of such transfers.
7. CASI shall provide Scott County with:
 - A. A revised budget estimate and program performance projections if different from the original request, within thirty (30) days of the signing of this agreement.
 - B. Quarterly reporting on performance indicators and financial data as specified in the Scott County Budget submission.
 - C. Notification of any significant changes in funding, salary levels, staffing or programming; including the expansion of existing programs, addition of staff positions

or the addition of any new funding source and/or program in a timely manner.

D. Minutes or, summary of, the monthly meetings of the CASI Board of Directors.

8. CASI shall provide Scott County with an independent Certified Public Accountant audit for FY2022. The audit shall be delivered to Scott County by November 1, 2022.

9. Scott County shall be named as additional insured under a comprehensive liability policy maintained by CASI, and providing a minimum coverage of \$1 million. A copy of the insurance certificate for the term of the contract shall be on file in the Scott County Office of the Director of Budget and Information.

10. CASI shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by reason of any person or persons or property being damaged or injured by CASI or any agent or employee of CASI, whether by negligence or otherwise.

11. This agreement may be amended in whole or in part by mutual consent of the parties, provided that no such amendment shall become effective unless in writing and properly executed by the parties.

12. This agreement shall be for one year. If either party wishes to terminate this agreement the first party shall deliver to the second party a ninety (90) day written notice of termination.

SCOTT COUNTY BOARD OF SUPERVISORS:

CENTER FOR ACTIVE SENIORS, INC.:

Ken Beck, Chair

Kenny Massey, Chair
Board of Directors

Date

Date

ATTEST:

Kerri Tompkins, Scott County Auditor

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

JULY 8, 2021

APPROVAL OF FY22 CONTRACTUAL AGREEMENT BETWEEN THE CENTER FOR
ACTIVE SENIORS, INC. AND SCOTT COUNTY

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

Section 1. That the FY22 contractual agreement between Scott County and the
Center for Active Seniors, Inc. for the provision of programs for older
persons in Scott County is hereby approved

Section 2. That the Chairman is authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2021.

TIM LANE
Scott County Sheriff

Item #10
7/6/21

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

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

400 West 4th Street
Davenport, Iowa 52801-1104

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

DATE: July 6, 2021
TO: Board of Supervisors
From: Sheriff Tim Lane
REF: **FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program**

The Scott County Sheriff's Office will be submitting a grant on or before August 9, 2021 to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2021 Local Solicitation. Scott County is eligible for \$88,440 which is a joint allocation between Scott County, Bettendorf and Davenport.

This grant supports the Scott County Special Operations Unit Task Force (SCSOUTF) providing drug trafficking enforcement in Scott County. Officers assigned to the SCSOUTF are a combination from the Bettendorf and Davenport Police Department and the Scott County Sheriff's Office. Currently, the Davenport Police Department does not have an officer assigned. Each agency submits documentation of officer's salaries, benefits and partial overtime to the County for reimbursement. The County submits quarterly and annual reports to the Office of Justice Programs.

The Scott County Sheriff's Office serves as the multi-agency fiscal officer. JAG awards are based on a formula between population and reported crime statistics.

The grant requires notification to the governing body, Board of Supervisors, in a public format as well as a Memorandum of Understanding for the joint application which is signed by an authorized representative from each jurisdiction. This is to ensure that only one application is submitted. If the grant is denied, then the application will be withdrawn.

Upon your resolution to accept the applicable award from JAG, the Scott County Sheriff's Office will continue with the grant management process.

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

July 8, 2021

APPROVAL OF THE GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE IN THE SHERIFF'S OFFICE IN THE AMOUNT OF \$88,440.00

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

- Section 1. That the Board hereby approves the receipt of funding from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program through the U.S. Department of Justice in the amount of \$88,440.00.
- Section 2. That the Chair is approved to sign the grant award and special conditions agreement.
- Section 3. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Email: david.farmer@scottcountyiowa.gov
www.scottcountyiowa.gov



Item #11
7/6/21

June 29, 2021

To: Mahesh Sharma, County Administrator

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

RE: Interfund Transaction – Due from Golf Course Fund – Interfund Loan

Previously the Scott County Board approved a \$250,000 interfund loan between the Scott County General Fund and the Golf Course. This loan has been administratively reversed as of the original transaction date. It has come to our attention that an interfund advance, the technical definition of the transition, requires a public hearing before proceeding, Iowa Code 331.478 and Iowa Code 331.479. The golf course currently has enough cash to proceed with the transaction, but will take advantage of the loan for the long term health of the fund. A public hearing has been set for July 8, 2021. A resolution to adopt the interfund loan will be placed on the agenda for July 8, 2021 Board of Supervisor meeting.

The interfund advance will repaid by the Golf Course Fund by June 30, 2025 through general golf course resources.

I will virtually be at the July 6, 2021, Committee of the Whole meeting to address any questions.

CC: Roger Kean, Conservation Director

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

JULY 8, 2021

APPROVING AN INTERFUND LOAN BETWEEN THE GENERAL FUND AND THE
GOLF COURSE FUND.

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

- Section 1. The County's Golf Course and Conservation Board is seeking to purchase replacement mower equipment. The replacement equipment costs approximately \$250,000.
- Section 2. A public hearing concerning the proposed action has been held on July 8, 2021 according to Iowa Code 331.478 and 331.479.
- Section 3. The Director of Budget and Administrative Services is hereby authorized to process an interfund loan between the County's General Fund and Golf Course fund in the amount of \$250,000. The interfund loan will be repaid to the General Fund by June 30, 2025.
- Section 4. This resolution shall take effect immediately.

**URBAN COUNTY COALITION
MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between Black Hawk County, Iowa; Dubuque County, Iowa; Johnson County, Iowa; Linn County, Iowa; and Scott County, Iowa (the "Counties") as a voluntary agreement to jointly develop, communicate, and advocate for issues of common interest to the Iowa General Assembly, the executive branch of the State of Iowa, and other appropriate agencies, departments, and organizations, and to collaborate on strategic planning to jointly develop regional solutions to issues of common interest.

RECITALS

WHEREAS, the Counties are governmental jurisdictions vested with the authority to exercise any power and perform any function deemed appropriate to protect and preserve the rights, privileges, and property of the respective counties and residents, and to preserve and improve the peace, safety, health, welfare, comfort, and convenience of the residents of the respective counties; and

WHEREAS, the Counties acknowledge and agree that developing, communicating, and advocating for the interests of the respective counties and residents, and engaging in collaborative strategic planning to jointly develop regional solutions to issues of common interest is appropriate and prudent, and will further and enhance the counties' respective functions; and

WHEREAS, the Counties agree they have common interest in issues deliberated on and regulated by the Iowa General Assembly, the executive branch of the State of Iowa, and other agencies, departments and organizations; and

WHEREAS, the Counties desire to collaborate voluntarily on developing and advocating for issues of common interest and to collaborate on strategic planning to jointly develop regional solutions to issues of common interest.

NOW, THEREFORE, the Counties hereby agree as follows:

1. The Counties will continue as members of the Urban County Coalition ("Coalition").
2. Linn County will serve as the "lead agency" to provide a legal entity to enter into contracts or Agreements for the benefit of the Coalition, and will serve as the fiscal agent for the Coalition.
3. Linn County agrees to include a section in its Consulting and Advisory Services Agreement with L&L Murphy Associates and Grant Consulting, LLC stating that L&L Murphy Associates and Grant Consulting, LLC will assist Linn County in maintaining the Coalition and will coordinate the activity of said organization.

4. Black Hawk, Johnson, and Scott Counties will each appoint two members of their Board of Supervisors, and Dubuque and Linn Counties will each appoint one member of their Board of Supervisors, to participate on the Coalition Steering Committee for the purpose of planning strategies and making recommendations for the operation of the Coalition, subject to the direction of their respective Boards of Supervisors.
5. Each County will designate a staff member to help facilitate the operation of the Coalition.
6. Each County will authorize signature by its chairperson to this Agreement and authorize the payment of \$25,000 in Fiscal Year 2022 and subsequent fiscal years for continued membership in the Coalition. Linn County agrees to provide monthly statements of membership dues owing, and each County agrees to pay Linn County its membership dues within 30 days of receipt of a statement.
7. This Agreement is effective on the latest date of the signatures below and will automatically renew for subsequent one-year periods coinciding with the fiscal year unless a County, prior to the end of a current fiscal year, provides at least 30 (thirty) days written notice to the other Counties of its decision to withdraw from the Coalition.
8. The Counties may modify this Agreement at any time by written agreement.
9. Nothing in this Agreement shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges of the individual Counties.

IN WITNESS THEREOF, Black Hawk County, Dubuque County, Johnson County, Linn County, and Scott County have executed this Agreement on the dates set forth below:

BLACK HAWK COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

DUBUQUE COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

JOHNSON COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

Date: _____

LINN COUNTY

By: Stacey Walk
Chair, Board of Supervisors

Print Name: Stacey Walker

Date: 6-23-21

SCOTT COUNTY

By: _____
Chair, Board of Supervisors

Print Name: _____

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

July 8, 2021

A Resolution authorizing the Chairman to sign a Memorandum of Agreement for the Urban County Coalition and Authorizing payment in Fiscal Year 2022 for Membership

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

Section 1. Whereas, the Scott County Board of Supervisors has previously discussed and approved board participation in the Urban County Coalition, and

Section 2. Whereas, the Memorandum of Agreement forming the Coalition sets forth the participating Counties, duties and membership payment.

Section 3. Therefore the Board of Supervisors authorizes the Board Chairman to sign the agreement and authorizes the FY 2022 payment.

Section 4. This resolution shall take effect immediately.

PROPOSED
NOT OFFICIAL CORRESPONDENCE
FOR CONSIDERATION ONLY
FOR SCOTT COUNTY CONSTRUCTION PROJECTS
“Annual Scott County Iowa Construction/Maintenance/General Contractor/Sub-Contractor Requirements to do Business within Scott County Jurisdiction”

- (Annual) Signed copy Scott County General Contractors/Sub-Contractors Safety Management Policy.
- (Annual) Background Checks. Once background check(s) are approved, Scott County will issue badges for those involved in project. (**NOTE**) Background checks shall be submitted after contract is awarded. This includes all employees on-site, estimators, project managers, owners, etc. All deliveries of material stored, or otherwise, shall be coordinated with Scott County Personnel prior to delivery. Badged on-site workforce SHALL escort each delivery.
- (Annual) OSHA 300 Logs (300 and 300A) three years. Please redact employee names and other personal information. (**NOTE** If not applicable a letter, signed and dated by the highest-ranking officer of the company, stating why.)
- (Annual) Has company ever had a fatality? If so, explain.
- (Annual) Has the company been cited by OSHA in the last (5) years? If so, explain and submit citation(s).
- (Annual) National Council on Compensation Insurance (NCCI) Experience Modifier Rate (EMR) with supporting letter from insurance letter, current and last three years. (**NOTE** If not applicable, a letter signed and dated by the highest-ranking officer of the company, stating why.)
- (Annual) Drug and Alcohol Testing Policy, on company letterhead, signed and dated, by the highest-ranking officer in the company.
- (Annual) TRIR (Total Recordable Incident Rate) for last three years.

- (Annual) Company Safety Policy, reviewed and updated every three years. This can be a Hard Copy or Electronic Version. SHALL be signed and dated by the highest-ranking officer of the company. SHALL include, but not limited to:

1. Hazard Communication Program (Provide all SDS sheets for any chemicals or hazardous materials brought on-site).
2. Respirable Crystalline Silica Standard including Competent Person and Written Exposure Control Plan.
3. Hot Work.
4. Fall Protection Plan complete with rescue plan.
5. Aerial Platform/Scissor Lift training within the last three years of current year. Shall be submitted when personnel is assigned to project and updated if additional personnel is needed.
6. If Powered Industrial Truck (all classes I-VII), or Aerial Platform Lifts (One person, Pull Behind, Scissors or JLG) are brought on-site, proof of training in last three years of current year.
7. Electrical Safety, including Lockout/Tagout (LOTO) and Control of Hazardous Energy Plan.

*****NOTE*** Electrical Contractors' on-site personnel SHALL provide completion of most current NFPA 70E "Electrical Safety in the Workplace" and SHALL be submitted when workforce is determined for project and at such time additional personnel is added. (Example: Most Current at this time is 2021 Edition. The NFPA 70E is updated/amended every three years.)**

8. Personal Protective Equipment (PPE)
9. OSHA Sub-Part AA Confined Spaces in Construction
10. All other safety programs relevant to OSHA 29 CFR 1926 Construction.

- OSHA 10 Training in Construction within the last three years of current year. SHALL be submitted when personnel are assigned to project and updated at such time additional personnel is needed.

- (Annual) General Contractor, Sub-Contractor, and Individual license(s) shall be for current year and meeting Iowa law and applicable to specific project requirement. All, except individual license, SHALL be submitted. Individual license SHALL be submitted when contract is awarded project. (Example: Iowa Plumbing Contractors License as well as Individual, Iowa Electrical Contractors License as well as individual, Asbestos Abatement Contractors License and Individual, etc.)
- (Annual) Certificate of Insurance in accordance with project with effective date. (County to set limits and named additionally insured).
- Liquidated Damages \$1000.00/day per project.

*****NOTE*** Contractors are not allowed to use Scott County Equipment. This includes but not limited to Ladders, Hand and Power Tools, Fork Lifts, Vehicles, etc.**

**PROPOSED
NOT OFFICIAL CORRESPONDENCE
FOR CONSIDERATION ONLY
SCOTT COUNTY, IOWA
ENERGIZED ELECTRICAL WORK POLICY**

The undersigned acknowledges that Scott County, Iowa facilities has a goal to eliminate **“Energized Electrical Work”**. **Our goal is NO ENERGIZED WORK.**

The undersigned acknowledges that it is Scott County, Iowa’s safety policy to limit **"Energized Electrical Work"** to circumstances where there is no feasible way to complete a repair except to work in an energized state. **(No way to de-energize the circuit and LOCKOUT/TAGOUT or LOTO).**

The undersigned acknowledges that Scott County, Iowa Facilities expects 100% compliance with Scott County, Iowa’s **LOCKOUT/TAGOUT (LOTO)** Program.

Where **“Energized Electrical Work”** is inevitable, the on-site Foreman or Supervisor **SHALL** contact the company Safety Director to request a company **"Energized Electrical Work Permit."** The Safety Director and on-site work force will evaluate the request with Scott County, Iowa Management Team and determine if it falls within the scope of **NFPA 70E 2021 Edition Article 110.4 (A)(B)(C)(D 1-6)**. The company Safety Director and all on-site company work force has the authority to approve or deny the repair request. However, if approved, the company Safety Director will provide direction on the proper repair steps, required insulated tools and required PPE.

It is the understanding, that all involved **SHALL NOT** work on any energized electrical circuit without obtaining an **“Energized Electrical Work Permit.”**

Panel Dead Front Removal – The undersigned acknowledges the requirement to complete special planning and extra caution **SHALL** be used when removing a dead front or disassembling a panel to perform any type of diagnostics, testing, troubleshooting, and voltage measuring. In many cases, even if the panel has been de-energized, live parts such as bus bars and contactors may still be present.

Exceptions to Energized Electrical Work Permit Requirements, Provided Required PPE and Insulated Tools are Used. See NFPA 70E 2021 Article 130.2(C)(1-4)

1. Testing, troubleshooting, or voltage measuring.
2. Thermography, ultrasound, or visual inspections if the restricted approach boundary is not crossed.
3. Access to and egress from an area with energized electrical equipment if no electrical work is performed and the restricted approach boundary is not crossed.
4. General housekeeping and miscellaneous non-electrical tasks if the restricted approach boundary is not crossed.

Acknowledgement President/Owner

Signature/Date _____

Company On-Site Foreman and Supervisor

Signature/Date _____

Scott County, Iowa Manager Signature/Date _____

Company Safety Director

Signature/Date _____

NOTE: Generally, OSHA does not post the top ten violations until after the first week in April, so as to allow the prior fiscal year's inspection data to finalize past the close of the fiscal year (September 30th).

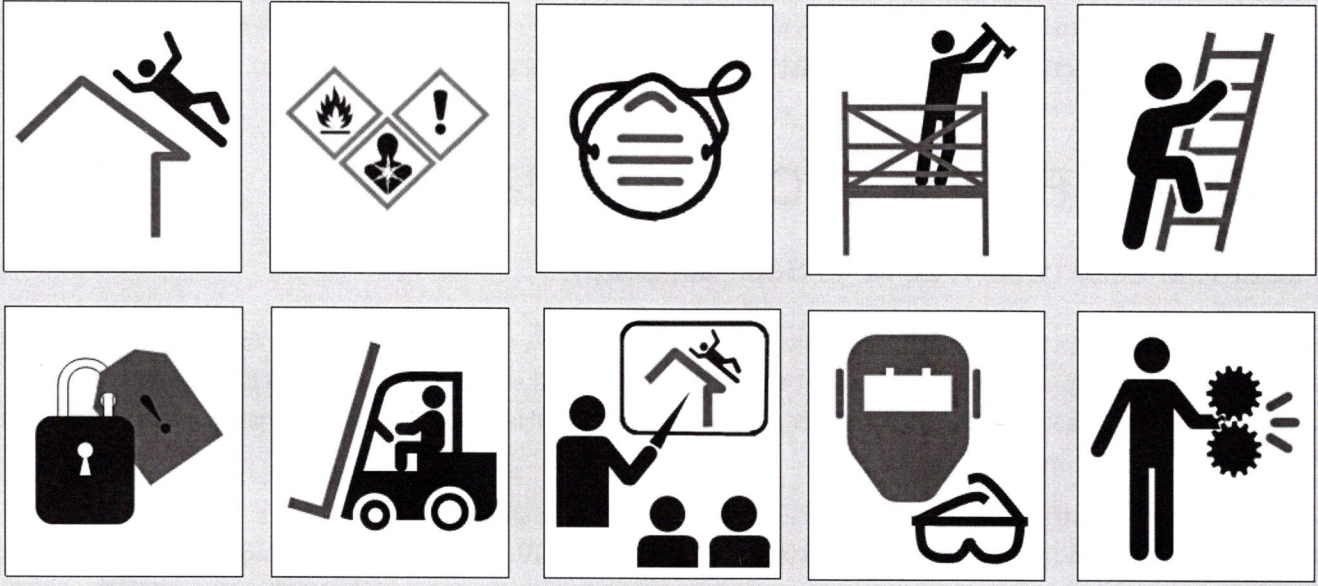
Top 10 Most Frequently Cited Standards

for Fiscal Year 2020 (Oct. 1, 2019, to Sept. 30, 2020)

The following is a list of the top 10 most frequently cited standards following inspections of worksites by federal OSHA. OSHA publishes this list to alert employers about these commonly cited standards so they can take steps to find and fix recognized hazards addressed in these and other standards before OSHA shows up. Far too many preventable injuries and illnesses occur in the workplace.

1. **Fall Protection, construction** (29 CFR 1926.501) [related OSHA Safety and Health Topics page]
 2. **Hazard Communication Standard, general industry** (29 CFR 1910.1200) [related OSHA Safety and Health Topics page]]
 3. **Respiratory Protection, general industry** (29 CFR 1910.134) [related OSHA Safety and Health Topics page]
 4. **Scaffolding, general requirements, construction** (29 CFR 1926.451) [related OSHA Safety and Health Topics page]
 5. **Ladders, construction** (29 CFR 1926.1053) [related OSHA Safety and Health Topics page]
 6. **Control of Hazardous Energy (lockout/tagout), general industry** (29 CFR 1910.147) [related OSHA Safety and Health Topics page]
 7. **Powered Industrial Trucks, general industry** (29 CFR 1910.178) [related OSHA Safety and Health Topics page]
 8. **Fall Protection–Training Requirements** (29 CFR 1926.503) [related OSHA Safety and Health Topics page]
 9. **Eye and Face Protection** (29 CFR 1926.102) [related OSHA Safety and Health Topics page]
 10. **Machinery and Machine Guarding, general requirements** (29 CFR 1910.212) [related OSHA Safety and Health Topics page]
- To search the top violations of an industry with a specific NAICS code, see <https://www.osha.gov/pls/imis/citedstandard.html>
 - To search and view the industry profile for violations of any specific OSHA standard, see <https://www.osha.gov/pls/imis/industryprofile.html>

OSHA's 2020 Top 10 Most Frequently Cited Violations



UNITED STATES DEPARTMENT OF LABOR

Occupational Safety & Health Administration
 200 Constitution Ave NW
 Washington, DC 20210
 ☎ 800-321-6742 (OSHA)
 TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
 Severe Storm and Flood Recovery
 Assistance
 Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
 No Fear Act Data
 U.S. Office of Special Counsel

OCCUPATIONAL SAFETY & HEALTH

Frequently Asked
 Questions