TENTATIVE AGENDA SCOTT COUNTY BOARD OF SUPERVISORS

December 20 - 21, 2021

Tuesday, December 21, 2021

Committee of the Whole - 4:00 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: 2482 455 8301 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: 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, in this area you will find the hand icon, use the hand icon to raise and lower your hand.
Facilities	& Economic Development
	3. Purchase of one 2022 Ford Explorer - Police Interceptors for the Sheriff's Office. (Item 3)
Human R	Resources
	4. Updates to Policy T "Travel". (Item 4)
	5. Staff appointments. (Item 5)
	6. Incentive for correction staff to maintain employment through FY22. (Item 6)
Finance &	& Intergovernmental
	7. Precinct agreements with the Cities of Davenport & Bettendorf. (Item 7)
	8. Second reading of an ordinance to delete Chapter 37 of the Scott County Code - Election Precincts, and replace it with a new proposed ordinance. (Item 8)
	9 Purchase of PRI\SIP Voice Services for Phone System (Item 9)

	10.	Purchase of Ethernet Transport Service (ETS) Data Services for Western Scott County Locations. (Item 10)		
	11.	Authorizing Scott County, Iowa to Enter into Settlement Agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., Agree to the Terms of the Iowa Opioid Allocation Memorandum of Understanding and Authorize Entry Into that Memorandum of Understanding. (Item 11)		
	12.	Various Board Appointments. (Item 12)		
	13.	Discussion of FY23 Budget Parameters.		
Other Items of Interest				
	14.	Beer/liquor license renewal for Kwik Shop #589, 1 Grove Rd Eldridge (Park View).		
	15.	A motion to delay all further action on the proposed juvenile detention center expansion pending the final report of the Iowa Supreme Court Juvenile Justice Task Force.		
	16.	A motion authorizing a voter referendum on any planned juvenile detention center expansion and the proposed use of American Rescue Plan Act funds to support that expansion.		
_		expansion and the proposed use of American Rescue Plan Act funds to support that		
	17.	expansion and the proposed use of American Rescue Plan Act funds to support that expansion. Staff report on County-City collaboration efforts to identify a suitable location for the		

Tuesday, December 21, 2021

Begins Immediately after Committee of the Whole

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: 2482 455 8301 PASS CODE: 1234
Same as Committee of the Whole

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.

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 # 2482 455 8301 *Same info for the 4:00 & 5:00 meetings.

Password #1234

Connect via Computer or application:

Host: <u>www.webex.com</u> Meeting number: **above** Password: **1234**

Or use direct link to meeting:

https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=efa71c6bde3e8b09e1e032bcb47b307ee

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.

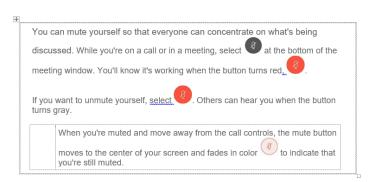
When called upon for comments by the Board,

- 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)

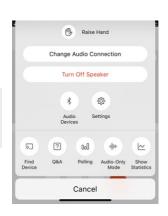
Computer / Application Connections:

If connected via web application or computer, the user should look for the 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 ...



RISK MANAGEMENT

400 West Fourth Street Davenport, Iowa 52801-1104 Telephone: (563) 326-8293

Fax: (563) 326-8763



December 14, 2021

TO: Mahesh Sharma

County Administrator

FROM: Rhonda S. Oostenryk

Risk Manager

RE: Replacement - totaled 2018 Ford Explorer Squad Car

While attempting to assist Iowa State Patrol apprehend a fleeing vehicle Squad 82-23 was intentionally struck head on by the fleeing vehicle which resulted in repair damages far exceeding the value of the squad car.

I am requesting to replace the totaled squad car through Risk Management Claims using the previous Public Purchase Bids as solicited by Fleet Services and approved by the Board of Supervisors on November 9, 2021 awarding the bid to Courtesy Ford in the amount of \$34,216.

I will be in attendance at the next Board Meeting to answer any questions.

cc: Sheriff Tim Lane Major Shawn Roth Angie Kersten

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

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

DECEMBER 21, 2021

A RESOLUTION APPROVING THE AWARD OF BID FOR THE PURCHASE OF ONE 2022 FORD EXPLORER, POLICE INTERCEPTOR UTILITY VEHICLE

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

- Section 1. Risk Management is requesting to replace the totaled squad car through Risk Management Claims using the previous Public Purchase Bids as solicited by Fleet Services and approved by the Board of Supervisors on November 9, 2021.
- Section 2. That the bid for one additional 2022 Ford Explorer, Police Interceptor Utility Vehicle for the Sheriff's Office is approved and hereby awarded to Courtesy Ford, Davenport, IA, for a total cost of \$34,216.
- Section 3. This resolution shall take effect immediately.

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street Davenport, Iowa 52801-1003

Ph: (563) 326-8767 Fax: (563) 328-3285

HR@scottcountyiowa.gov



Date: December 14, 2021

To: Mahesh Sharma, County Administrator

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

Subject: Policy Updates

The proposed update in administrative policy was presented to the Department Heads/Elected Officials and is recommended for approval by the Board of Supervisors.

Policy T "Travel" updates the policy to comply with lowa Code Section 80.45A. The state law prohibits the use of public funds at in state lodging if the facility has not been trained in Human Trafficking Prevention. Staff must review an online list to determine if the facility is certified in the training before booking the hotel. If certified lodging is available and not chosen the reimbursement may be denied as illegal to use public funds. A link is being placed on the intranet. Additional updates include permitting advance seat choices due to changes in airline industry and minor increases to meal reimbursement.

T. TRAVEL REGULATIONS

GENERAL POLICY

It is the policy of Scott County to pay reasonable expenses related to travel or meetings which are deemed to be necessary and/or beneficial to Scott County.

SCOPE

This policy is applicable to the following:

All members of the Scott County Board of Supervisors;

All employees responsible to the Board of Supervisors;

All employees responsible to a county elected office holder including the elected office holder and Deputies;

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a collectively-bargained agreement between the County and a certified bargaining unit, the provisions of the collectively-bargained agreement and/or the Code of Iowa will prevail.

AUTHORITY TO TRAVEL

All travel outside of the Quad-City Area or Scott County and incurrence of related travel expense shall be approved in advance of departure by the responsible department head.

Each department head is fully responsible for expenditures from the department's travel and school of instruction budget, and he/she must certify that funds are available. All travel and mileage reimbursements for authorized travel shall be reviewed and approved by the department head and the County Auditor in accordance with regulations herein described.

EMPLOYEE RESPONSIBILITY

County employees are expected to exercise the same care in incurring expenses that they would if traveling on personal business. Travel expenses that will be reimbursed are confined to those necessary for the approved travel. County employees shall complete the appropriate travel forms referenced in this policy in a timely matter.

IRS REGULATIONS - TAXABLE MEALS AND MILEAGE REIMBURSEMENTS

IRS regulations require that mileage reimbursements for County Board of Supervisors for commuting between the Board member's home and the County Courthouse is taxable income subject to income tax withholding as well as social security and Medicare tax.

Meal allowances for all County employees while traveling (both within the Quad Cities or outside of the area) on County business are also taxable, according to IRS regulations, if the trip does not require overnight lodging. The aforementioned mileage and meal allowances reimbursement requests shall be submitted directly to the Auditor's office payroll division for processing. These reimbursements will be included on the employee's payroll warrant or payroll direct deposit as taxable income. Meal receipts may be required in accordance with the section of this policy entitled "Local Meeting Expenses".

INELIGIBLE EXPENSES

Travel-related expenses that are not eligible for reimbursement include, but are not limited to travel insurance, advanced boarding on airlines; first class/business seat selections, or preregistering for seat preferences, alcoholic beverages, valet, bell hop, laundry services and entertainment.

MODE OF TRAVEL

The mode of travel must be identified when making a request to travel. The factors of distance, expense, convenience, and travel time shall be taken into account when selecting the appropriate mode of travel.

Normally, the most reasonable and economical mode of transportation should be selected. For example, if air travel is more economical than driving (mileage, meals, lodging, etc.), the County may reimburse only for the cost

of the air fare. Appropriate documentation of the selection should be maintained at the time of the travel commitment, to allow for proper documentation of air travel.

REQUEST FOR TRAVEL APPROVAL

Travel approval shall be requested on a Scott County Travel Approval Form (available on the intranet). The travel expense estimate portion of the form should include all costs to be incurred directly by the employee and those costs which will be billed directly to the County. The request shall be submitted to the responsible department head for his/her approval. Separate travel requests are required for each employee traveling. Once approved, the original request form is then returned to the requesting employee, representing the authority to travel, and will be used for subsequent reimbursement of appropriate expenses. The department head may wish to retain a copy for his/her records.

Reimbursement by state and federal governments and other entities must be indicated on the Scott County Travel Approval Form. It is the department's responsibility to apply for reimbursement and to submit these reimbursements to the Treasurer's Office on a timely basis.

REQUEST FOR TRAVEL ADVANCE

Employees requesting a travel advance should indicate the amount requested on the Scott County Travel Approval Form prior to submitting this form to his/her department head for approval. The acknowledgement of the advance indicates the employee agrees to comply with this policy including but not limited to the sole use of the advance is to be used for necessary expenses relate to the approved travel and that the employee agrees to an assignment or deduction from his/her wages for failure to reimburse the County for unused advances not repaid in accordance with this policy.

After receiving approval, County employees may receive a travel advance from the Treasurer's Office by providing the Treasurer with a copy of the approved Scott County Travel Approval Form no earlier than three (3) working days prior to departure. All Travel Advance Requests should be made to County Treasurer's office prior to 4:00 p.m. on the day of the Requests.

Travel advance may be requested if the anticipated out of pocket cost exceed \$200 Pre-payment of registration fees, use of travel agencies, use of County purchase cards (except for meals), and billing of the County for lodging expenses are authorized and encouraged to keep travel advances to a

minimum.

All travel advances shall be issued in the form of Treasurer's Bank Check. A travel advance shall not exceed \$750. Upon specific approval of the Sheriff, an employee involved in the transport of prisoners may receive a travel advance above \$750 but not to exceed \$1,000. Employees involved in the transport of prisoners should submit meal receipts for the reimbursement of actual meal costs for attendants, inmates and themselves instead of the meal allowance amounts referred to in the section below entitled "Documentation of Expenses". Request for a travel advance beyond the limits of this policy may be appealed at Step 3 of Human Resource's Policy S.

County employees desiring traveler's checks may take the Treasurer's Bank Check to the main office of the bank on which the Treasurer's Bank check is drawn. The bank will issue traveler's checks in the amount of the Treasurer's Bank Check at no charge to the County. Following review and approval by the department head of the return travel request form, any excess travel advance due the County should be taken immediately to the Treasurer's office. The Treasurer's office shall indicate on the travel request form the amount of travel advance returned. Failure by an employee to promptly return unused travel advance can result in the loss of travel advance privileges and possible paycheck garnishment.

DOCUMENTATION OF EXPENSES

Upon return from travel, the employee must complete the Scott County Travel Approval Form within five (5) working days and submit it, with receipts, to his/her department head. The department head determines whether monies are due to the County or due to the employee. If the travel required overnight lodging then a Scott County Overnight Travel Expense Summary Report should be completed by the employee and signed by both the employee and the Department Head and filed with the County Auditor's office within ten (10) working days from return of travel.

Travel expenses should be itemized on the form as follows:

1. <u>Transportation.</u> If the employee personally pays for transportation, the receipt must be noted and attached to the request form Travel arrangements made through travel agencies, etc. should be billed directly to the employee's department or completed with a purchasing card. In selecting appropriate transportation, the employee should refer to the section of this policy entitled "Mode of Travel".

- A. Air Travel. Air travel will be reimbursed at "economy" level rates, excluding rates commonly known as "first class". The County will reimburse for one piece of checked luggage only (excluding any charges for overweight luggage). Receipts are required.
- B. Rail, Bus, Subway and Taxi Travel. Appropriate expenses for rail, bus, subway and taxi or ride share service (e.g. Uber or Lyft) travel are eligible for reimbursement when used for County-related business. Receipts are required, and these amounts should be entered in the "Miscellaneous" column. Enter the amount and the purpose of the trip (e.g., \$5.75 taxi from airport to hotel).
- C. Car Rental. Car rental expenses may be eligible for reimbursement provided they are reasonable and economical. All expense receipts and a copy of the rental agreement are required. When using a rental car, the employee will be required to purchase the rental agreement in the name of SCOTT COUNTY IOWA and designate the authorized driver. The rental agreement will include purchasing additional insurance as provided by the rental car company which must include a loss damage waiver (collision) and supplemental liability insurance. When using a rental car, the employee will be reimbursed for actual expenses related to vehicle rental costs, insurance, fuel, parking and tolls. Car rental expense is entered in the "Miscellaneous" column. Additionally employees are encouraged to request a rental car if it can be the less demonstrated that entire costs are reimbursement of mileage. Scott County will only cover car rental agreements for Employees operating rental vehicles during the course and scope of their employment. Employees must comply with County Policy 27 Fleet Safety Operation.

The employee will be responsible for any driving infractions, fines and any deductible / damage that must be paid resulting from any accidents / incidents that occur during non-business usage or are in direct conflict with any existing County policy. Any incident out of the ordinary during the rental agreement must be immediately reported to your supervisor and Risk Management.

<u>D.</u> <u>Use of County Vehicle.</u> A County vehicle (if available) should be used when traveling on County business, especially

for day trips. When using a County vehicle, the employee will be reimbursed for actual expenses related to fuel, oil, necessary repairs, parking and tolls. Receipts are required, and these expenses are entered in the "Miscellaneous" column.

<u>E. Use of Personal Vehicle.</u> The use of an employee's personal vehicle for County travel should only occur when a County vehicle is not available. When using his/her personal vehicle, the employee will be reimbursed for mileage, parking and tolls. The mileage allowance for use of a personal vehicle shall be at the U.S. Internal Revenue Service rate. Mileage expenses will not be reimbursed if the employee was traveling on a day trip and a County vehicle was available or to same meeting location as members of the same department and the employee did not carpool.

2. Lodging. Lodging is reimbursable for travel of 50 miles or more from the employee's residence. Employees are encouraged to seek the most reasonable lodging rate available. If a reasonable rate is not available, a written explanation should be attached to the request form. Receipts are required for all lodging expense (including tax) should be entered in the "Lodging" column. Iowa Code Section 80.45A prohibits the use of public funds on in state lodging if the location has not certified that staff have been trained in human trafficking prevention. Employees are required to determine if a certified location is available prior to booking in state lodging or the lodging may not be eligible for reimbursement. The Auditor's page on the intranet will provide a link to the state list of certified lodging locations.

Note: All restaurant charges to the room should be entered in the "Meals" column and not paid for with use of the purchasing card.

If the travel requires overnight lodging then a Scott County Overnight Travel Expense Summary Report should be completed by the employee and signed by both the employee and the Department Head and filed with the County Auditor's Office within ten (10) working days from return of travel.

3. <u>Conference or Seminar Registration.</u> Registration expense not previously paid by the County must be reported in the "Miscellaneous" column. Receipts are required.

4. <u>Meal Allowances.</u> Employees shall be provided meal allowances when traveling on County business. Meal allowances are as follows:

Breakfast: $$1_{\underline{0}}.00$ (employee leaves home before 6 a.m. or stays overnight);

Lunch: \$165.00 (out of county and away from work place between 11 a.m. and 2 p.m.);

Dinner: $\$3\underline{1}0.00$ (employee arrives home after 7 p.m.).

Gratuities are included in the above meal allowances. No meal receipts are required to be submitted.

Whenever a meal is included in the conference fee or provided for as part of the overnight accommodations that particular meal allowance shall not be reimbursed.

- 5. Miscellaneous Expenses. Amounts to be entered in the "Miscellaneous" column discussed under number 1 above include taxi and car rental expenses, parking and tolls, etc. An "I-pass" may be checked out for travel in the Chicago area. Other allowable miscellaneous expenses include conference registration costs, telephone, and postage expenses. These expenses are eligible for reimbursement if related to County business. In addition, a personal, safe-arrival call is allowed upon reaching one's destination. On extended trips of three days or more, additional personal telephone calls are allowed if kept to a reasonable minimum. All calls should be categorized in the "Miscellaneous" columns as either personal or business. Work related calls or safe arrival calls made on personal cellular devices are eligible for reimbursement if they go over the individual's monthly minute Any other allowable travel expense for which allowance. requested reimbursement is must be identified in the "Miscellaneous" column with receipts attached.
- 6. <u>Total Expenses.</u> The provided travel forms should be completed in full and balanced to reflect the total expenses related to the travel. If expenses exceed the amount of any travel advance, the balance should be noted on the form. If the total expense is less than the travel advance, the amount due the County should be noted on the form.

Should a required receipt be lost or not obtained by the employee, a signed statement explaining the circumstances and documenting the expense should be completed by the employee for the Auditor's review. If the expense is deemed reasonable by the Auditor's office it shall be reimbursed to the requesting employee.

COMBINING PERSONAL AND WORK TRAVEL

If an employee is combining work related travel with personal travel the County will not reimburse for any expenses beyond the date the employee could have reasonably returned. Any car rental expenses should be prorated so the County is not reimbursing the employee for personal usage for the vehicle. If the employee is combining work and personal travel and air travel is used, the employee must provide proof to the department head *prior* to travel that the air fare is not increased by the extension of personal days. If the employee could obtain a cheaper air fare the County will only reimburse the lower cost. The travel approval form should note the difference of costs along with the supporting documentation.

In the event an employee's spouse, other family members and/or acquaintances accompany the employee on County-related travel, the employee must bear all additional costs of transportation, meals, conference registration, etc. In the case of lodging, the County will pay only the single room rate. Such single rate must be entered on the lodging receipts.

TRAVEL REWARDS

In the event the employee is the member of a rewards program for hotel, air fare or car rental companies, the employee's travel choices should not be determined by these reward programs. If the employee travels more than 3 times a year for work, these reward points should be credited to a County account and used to reduce future travel expenses.

LOCAL MEETING EXPENSES

Meeting expenses not requiring employee travel outside the Quad-City metro area or Scott County are eligible for reimbursement in accordance with the provisions of this section.

Basic, non-alcoholic beverages and refreshments may be provided at regular meetings of the Board of Supervisors, including Committee of the Whole

meetings, work sessions, etc. In the event the Board invites a guest to meet on a matter pertaining to County business, ordinary out-of-pocket expenses such as travel, lodging and meals may be reimbursed in amounts deemed appropriate by the Board.

Basic, non-alcoholic beverages and refreshments also may be provided at County-sponsored meetings when three or more outside, invited guests are in attendance. The purpose of the meeting, number of participants and expenses should be documented on the claim form submitted to the Auditor's office for processing.

If authorized by the appropriate department head, employees may be reimbursed for reasonable meal costs related to local meetings with outside groups or other County employees which involve County business or concerns. The purpose of the meeting, number of participants and expenses should be documented on the claim form. (See section entitled "IRS Regulations - Taxable Meals and Mileage Reimbursements" of this policy for further information.)

ADMINISTRATIVE PROCEDURES

- 1. An employee may be reimbursed for other travel expenses related to County business, but not referenced in this policy, upon approval by the Board of Supervisors. In no case will an employee be reimbursed for more than his/her actual out-of-pocket expenses.
- 2. Failure to submit an expense claim form within the required time can result in a forfeiture of claim for reimbursement, an assignment or deduction from wages for funds due Scott County related to a travel advance, and/or disciplinary action which may include the loss of travel advance privileges.

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

December 21, 2021

APPROVING CHANGES TO HUMAN RESOURCES POLICY T

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

Section 1. Human Resources Policy T "Travel" updates the policy to address the compliance with state law regarding lodging.

Section 2. This resolution shall take effect January 1, 2022.

MICHAEL J. WALTON SCOTT COUNTY ATTORNEY

Item #5
12/21/21
Scott County

Scott County Courthouse 400 West Fourth Street Davenport, Iowa 52801-1104 Telephone: (563) 326-8600 Facsimile Transmission (563)

Facsimile Transmission (563) 326-8763 michael.walton@scottcountyiowa.gov

December 13, 2021

To: Board of Supervisors

RE: Caleb Copley

I have reached a tentative agreement to hire a Senior Assistant Attorney to fill the vacant position. Caleb Copley is currently a Special Assistant United States Attorney. He previously worked in this office as an Assistant County Attorney. We would be thrilled to have him return. He has felony level trial experience. I have previously stated I need an attorney who can pick up a file and go to trial "next Monday" if needed. Caleb fits that description.

His resume is attached. One of his current specialties is firearms prosecution. We intend to use him in that role here. He will be a valuable resource for other attorneys and law enforcement.

Conditioned upon Board approval, I would like to start him at step 7 with three weeks of vacation. This is the same offer made to our previous Senior Assistant hire. Their experience is similar. The salary is reasonable based on his experience and duties of the position. The addition of Caleb to the County Attorney staff will produce immediate as well as long term benefits for the office and Scott County. It furthers the County goals of enhancing public safety and providing professional service to our citizens. Thank you for your consideration of this matter.

Sincerely,

Michael J. Walton Scott County Attorney

Mi Wat

EDUCATION

The University of Iowa College of Law

Juris Doctor GPA: 3.45

Course Highlight: Federal Criminal Practice: 4.2

Activities: Trial Advocacy Board Director, trial advocacy

national competition team competitor both years of eligibility, legal clinic,

peer services career advisor

Saint Ambrose University

Bachelor of Arts in Political Science, magna cum laude

GPA: 4.0

Honors: Frank and Jane Folwell Outstanding Pre-Law Student, Dean's List

Activities: Mock trial captain, political science tutor, and volunteer coach with high

school mock trial team.

Drake University

Undergraduate coursework in Law, Politics, and Society

GPA: 3.79

Honors: Dean's List, President's List

Activities: Student Senate, Pi Kappa Alpha fraternity member, and Times New Delphic

columnist

BAR ADMISSION

State of Iowa, September 2017 to Present

EXPERIENCE

United States Attorney Office, Southern District of Iowa

Special Assistant United States Attorney

High Intensity Drug Trafficking Area (HIDTA) Prosecutor

 Managed a high-volume caseload specializing in drug trafficking and firearms prosecution

- Successfully investigated and prosecuted multi-defendant drug trafficking
 organizations responsible for large scale drug distribution, weapons use
 and possession, and drug overdoses often resulting in death in the Quad Cities
 and surrounding areas
- Researched, briefed, and successfully argued cases to the Eighth Circuit Court of Appeals
- Developed strong professional relationships with federal, regional, and local law enforcement agencies, including the DEA, FBI, Iowa DNE, Southeast Iowa Narcotics Task Force, Johnson County Drug Task Force, Muscatine County Drug Task Force, Quad City MEG, Davenport Police Department, Bettendorf Police Department, and Scott County Sheriff's Office

Scott County Attorney's Office

Assistant Scott County Attorney

- Managed full felony caseload including Class A homicides, Class B drug and robbery cases, Class C drug and assault cases, Class D drug assault, and weapons cases
- Reviewed and edited search warrant applications
- Coordinated with law enforcement regarding charging and investigative decisions
- Led training sessions for local law enforcement agencies

Iowa City, IA May, 2017

Davenport, IA May, 2014

Des Moines, IA

2010-2012

Davenport, IA November 2019 to Present

Davenport, IA September 2017 to October 2019

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

December 21, 2021

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Darcy Clark for the position of Multi-Service Clerk in the Treasurer's Office at entry level rate.

Section 2. The hiring of Tim Jacques for the position of Pt-time Bailiff in the Sheriff's Office at entry level rate.

Section 3. The hiring of Patrick Miller for the position of Deputy in the Sheriff's Office at entry level rate.

Section 4. The hiring of Caleb Copley for the position of Senior Assistant Attorney in the County Attorney's Office at step 7, and accruing vacation at the rate of 120 hours annually.

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

December 21, 2021

APPROVING AN INCENTIVE FOR CORRECTION STAFF TO MAINTAIN EMPLOYMENT THROUGH FY22

WHEREAS, the Sheriff's office as of December 15, 2021 has 8 vacant Correction Officer positions and 1 vacant Corrections Food Service Officer position;

WHEREAS, recruitment and training process are lengthy for corrections positions, taking approximately 6 months to complete;

WHEREAS, the Sheriff has requested authorization to incent current staff to be in attendance at work and remain employed while current recruitment and training process take place;

WHEREAS, the Sheriff has requested that this apply to the following positions; Corrections Officer, Corrections Custodial Officer, Corrections Food Service Officer, Corrections Food Service Supervisor, Corrections Sergeant, Corrections Lieutenant, Alternative Sentencing Coordinator, Court Compliance Coordinator, Classification Specialist, and Assistant Jail Administrator; and

WHEREAS, the Sheriff intends to pay for this out of his current budget and does not require additional funding.

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

Section 1. That the employee must be employed on December 19, 2021 through and including June 18, 2022 to receive an additional \$1,000.00 (one thousand dollars) in compensation.

Scott County Resolution December 21, 2021 Page 2

Section 2. That the employee must have used less than 84 (eighty-four) hours of any leave bank between and including December 19, 2021 and June 18, 2022.

Section 3. That the Sheriff's Office will provide a list of eligible employees to the Human Resources Department no later than June 20, 2022. After verification it will be processed on the final payroll check of FY22.

Section 4. 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



To: Scott County Board of Supervisors From: Kerri Tompkins, Scott County Auditor

RE: Precinct agreements with the Cities of Davenport & Bettendorf

Date: Dec 10, 2021

As part of the reprecincting process for Scott County my office recommends approval of two precinct agreements with the City of Davenport to include voters from unincorporated Blue Grass Township surrounded by the city limits of Davenport. These isolated areas of unincorporated Blue Grass Township would be combined with the surrounding Davenport Precincts, D11 and D13. The population for the Township area in D11 is four, and in D13 is 36.

My office also recommends approval of an agreement with the City of Bettendorf to include voters from the City of Panorama Park, which is surrounded by the Bettendorf Precinct 51. The population of Panorama Park is 139.

These same areas were combined pursuant to previous agreements in 2011. Absent the agreements, these three areas would require creation of separate precincts, which would necessitate increasing the total number of precincts in the county.

Iowa Code Sections 49.4 and 49.6 require that a precinct which combines portion of an unincorporated township with a city of more than 2,000 in population shall be established through an agreement of the county board of supervisors and the city council. The agreement was drafted by my staff and based on a sample agreement supplied by the Office of Secretary of State.

The Cities of Davenport and Bettendorf will also be acting on these same agreements, and will need to submit signed precinct agreements for their respective city submittals to the Secretary of State.

MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Davenport, Iowa (City), and Scott County, Iowa (County). This agreement is entered into and shall be effective as of January 15, 2022.

WHEREAS: Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries (for cities) or precinct and supervisor districts (for counties), and,

WHEREAS: Election precincts which are composed partially of unincorporated territory within a county and partially of part of a city may be established, if an agreement which is mutually satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries, and,

WHEREAS: The City and County desire to have one combined precinct, namely Davenport 11 and legally describes as: Beginning at the intersection of Buffalo Avenue and West Locust Street, then proceed northerly along the corporate limits to Duck Creek, easterly along Duck Creek to North Fairmount Street, south along North Fairmount Street to West Garfield Street, west along West Garfield Street to North Gayman Avenue, south along North Gayman Avenue to West Lombard Street, east along West Lombard Street to North Clark Street, southerly along North Clark Street to Waverly Rd, northwesterly along Waverly Rd to North Fairmount Street, north along North Fairmount Street to West Locust Street, west along West Locust Street to the Corporate Limits, the place of beginning, all of which is a part of the eighty-ninth legislative district, and a part of the forty-fifth senate district; and pursuant to a City - County Precinct Agreement between the city of Davenport and Scott County, including that portion of the unincorporated portion Blue Grass Township which lies surrounded by the corporate limits of the city of Davenport within Davenport Precinct 11.

THEREFORE: the parties agree that Davenport Precinct 11 shall be composed of a population of 2,476 persons who are residents of the incorporated area of the City and a population of 2 persons who are residents of the unincorporated area of Blue Grass Township, in the County but surrounded by the corporate limits of the City, as shown on the map attached hereto.

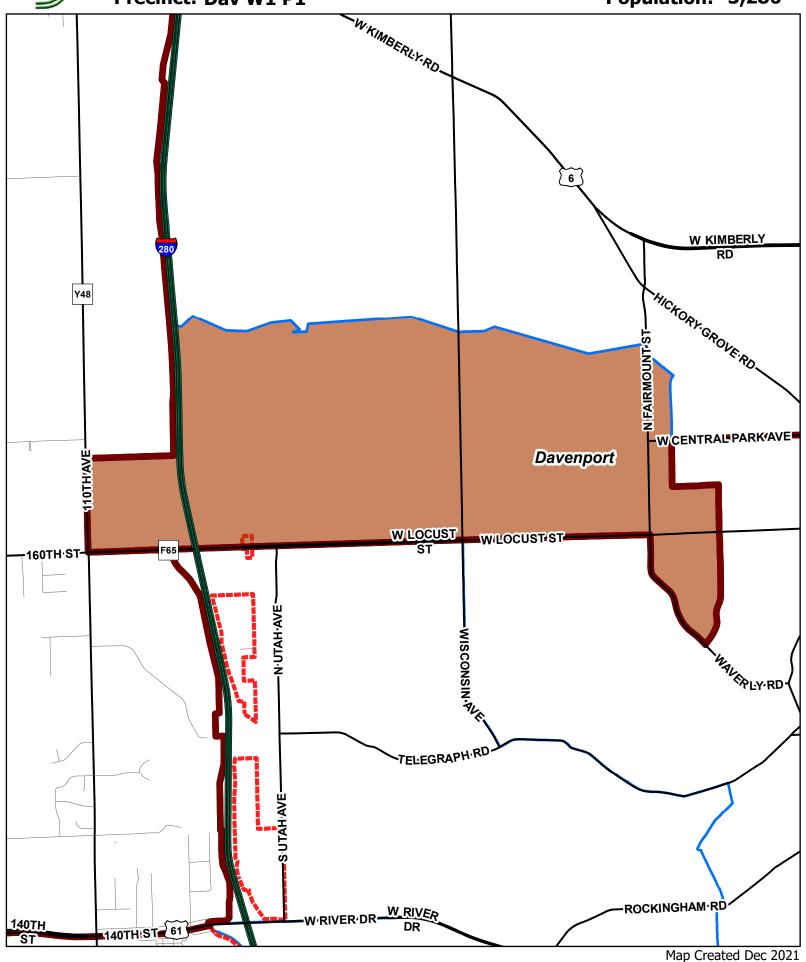
Dated thisday of	,2021.	
City of Davenport, Iowa		Scott County, Iowa
By		By
Mike Matson, Mayor,		Ken Beck, Chairman,
City of Davenport		Scott County Board of Supervisors
Attest:		Attest:
By		By
Brian Krup, Clerk		Kerri Tompkins, Auditor
City of Davenport		Scott County



Scott County Auditor's Office

Scott County 2021 Reprecincting
Precinct: Dav W1 P1

Population: 3,286



MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Davenport, Iowa (City), and Scott County, Iowa (County). This agreement is entered into and shall be effective as of January 15, 2022.

WHEREAS: Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries (for cities) or precinct and supervisor districts (for counties), and,

WHEREAS: Election precincts which are composed partially of unincorporated territory within a county and partially of part of a city may be established, if an agreement which is mutually satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries, and,

WHEREAS: The City and County desire to have one combined precinct, namely Davenport 13 and legally described as: Beginning at the intersection of West Locust Street and Wisconsin Avenue, then proceed southerly along Wisconsin Avenue to Telegraph Road, easterly along Telegraph Road to South Clark Street, south along South Clark Street to Indian Road, southwesterly along Indian Road to South Concord Street, southerly along South Concord Street to West River Drive, westerly along West River Drive to the corporate limits, northerly along the corporate limits to West Locust Street, easterly along West Locust Street to Wisconsin Avenue, the place of beginning, all of which is a part of the ninetieth legislative district, and a part of the forty-fifth senate district; and pursuant to a City - County Precinct Agreement between the city of Davenport and Scott County, including that portion of the unincorporated portion Blue Grass Township which lies surrounded by the corporate limits of the city of Davenport within Davenport Precinct 13.

THEREFORE: the parties agree that Davenport Ward 1, Precinct 3 shall be composed of a population of 3,456 persons who are residents of the incorporated area of the City and a population of 42 persons who are residents of the unincorporated area of Blue Grass Township, in the County but surrounded by the corporate limits of the City, as shown on the map attached hereto.

Dated thisday of	,2021.
City of Davenport, Iowa	Scott County, Iowa
By Mike Matson, Mayor,	By Ken Beck, Chairman,
City of Davenport	Scott County Board of Supervisors
Attest:	Attest:
By	By
Brian Krup, Clerk	Kerri Tompkins, Auditor
City of Davenport	Scott County

Scott County Auditor's Office Scott County 2021 Reprecincting Precinct: Day W1 P3

Population: 3,218 N-FAIRMOUNT-ST WICENTRAL PARKIAVE W LOCUST WILOCUSTIST 160TH ST ST TELEGRAPH RD Davenport ROCKINGHAM RD W-RIVER-DR-140TiHrSjT Davenport Davenport Buffalo Buffalo

Map Created Dec 2021

MEMORANDUM OF AGREEMENT

The parties to this agreement are the City of Bettendorf, Iowa, and Scott County, Iowa. This agreement is entered into and shall be effective as of January 15, 2022.

WHEREAS: Following the federal decennial census, and after the redistricting of congressional and legislative districts, city councils and county boards of supervisors are required to complete any changes in precinct and ward boundaries (for cities) or precinct and supervisor districts (for counties), and,

WHEREAS: Election precincts which are composed partially of areas under the responsibility of the board of supervisors and partially of part of a city may be established, if an agreement which is mutually satisfactory to the board of supervisors of the county and to the city council of the city is adopted and submitted to the state commissioner as part of the certification of precinct boundaries, and,

WHEREAS: The City of Bettendorf and the Scott County desire to have one combined precinct which includes the City of Panorama Park, namely Bettendorf Ward 5, Precinct 1.

THEREFORE: the parties agree that Bettendorf Ward 5, Precinct 1 shall be composed of a population of 2,531 persons who are residents of the City of Bettendorf and a population of 139 persons who are residents of the City of Panorama Park, as shown on the map attached hereto, and legally described as follows:

Commencing, as a point of reference, beginning at the intersection of the State line along the main channel of the Mississippi River, the eastern city limits of Riverdale, Iowa, and the western city limits of Bettendorf, Iowa; thence north along said city limits line to its intersection with Valley Drive; thence northeasterly along the centerline of Valley Drive to its intersection with Crow Creek; thence westerly along the centerline of the meanders of Crow Creek to its intersection with Tanglewood Road; thence westerly along the centerline of Tanglewood Road to its intersection with Middle Road; thence north along the centerline of Middle Road to its intersection with 53rd Avenue; thence easterly along the centerline of 53rd Avenue to its intersection with Remington Road North; thence south along the centerline of Remington Road North to its intersection with Century Heights Avenue; thence easterly along the centerline of Century Heights Avenue to its intersection with Heatherstone Road; thence south along the centerline of Heatherstone Road to its intersection with Crow Creek Road; thence easterly along the centerline of Crow Creek Road to its intersection with Valley Drive; thence easterly along the centerline of Valley Drive to its intersection with the eastern city limits of Bettendorf, Iowa and unincorporated Scott County, Iowa; thence south along the said city limits line to its intersection with the State line of the main channel of the Mississippi River; thence southwesterly along the State line of the main channel of the Mississippi River to the point of beginning and excluding therefrom the incorporated city limits of Panorama Park, Iowa, and including the City of Panorama Park.

Dated thisday of,20	21.
City of Bettendorf, Iowa	Scott County, Iowa
By Robert Gallagher, Mayor,	By Ken Beck, Chairman,
City of Bettendorf	Scott County Board of Supervisors

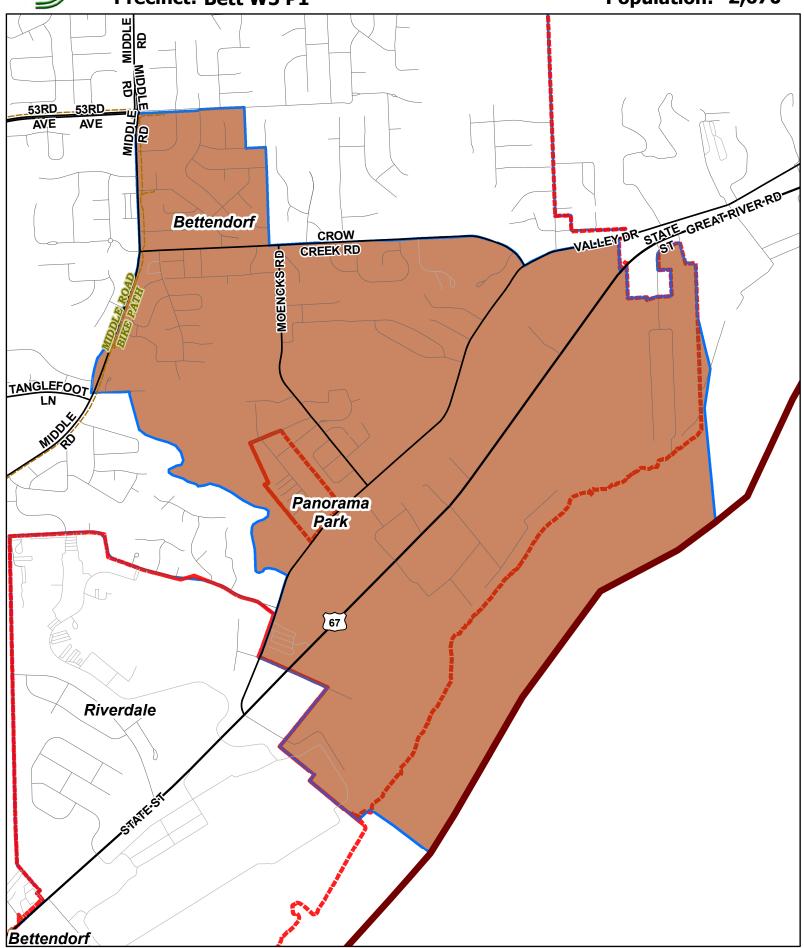
Attest:	Attest:
Ву	Ву
Decker Ploehn, Clerk	Kerri Tompkins
City of Bettendorf	Scott County Auditor



Scott County Auditor's Office

Scott County 2021 Reprecincting Precinct: Bett W5 P1

Population: 2,670



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

December 21, 2021

APPROVAL OF MEMORANDUM OF AGREEMENTS FOR COMBINED PRECINCTS.

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

- Section 1. The Scott County Board of Supervisors approves the Memorandums of Agreement between Scott County and the City of Davenport for two combined precincts of unincorporated Blue Grass Township and Davenport Precincts 11 and 13.
- Section 2. The Scott County Board of Supervisors approves the Memorandums of Agreement between Scott County and the City of Bettendorf for the combined precinct of the City of Panorama Park and Bettendorf Precinct B51.
- Section 3. The Board of Supervisors authorizes the Chairman of the Board to sign the agreements on behalf of the Board.
- Section 4. 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



December 21, 2021

To: Board of Supervisors

From: Kerri Tompkins

RE: Amendment to the Amendment of Chapter 37-Election Precincts

An additional Amendment is necessary due to new information via a Zoom call with the Iowa Secretary of State's Office on Friday, December 10, 2021 that included county entities across the state. Please know although there has been no law change since the last redistricting process, there is a different interpretation of the existing law. Therefore, it has been advised to include each precinct throughout the county, even though the other precincts fall under the city jurisdictions.

Also, please know the precinct total appears to be 69 (Scott County-18, Bettendorf-15, Davenport-32, Eldridge-2, LeClaire-2), however, due to agreements, this brings the total number down to 66.

This proposed amendment will amend the first reading and be present for the second reading. There has not been any communication of concerns received via the Auditor's Office. Therefore, I request the third reading be waived so this proposal can be submitted to the Iowa Secretary of State.

Thank you for your consideration.

Scott County	/ Ordinance	Number

An Ordinance to Amend Chapter 37 – Election Precincts, of the Code of Scott County.

Be it enacted by the Board of Supervisors of Scott County, Iowa:

Delete Chapter 37 – Election Precincts enacted in 2011 and replace with the new Chapter 37 – Election Precincts.

CHAPTER 37 ELECTION PRECINCTS

SECTIONS

- 37-1. INTRODUCTION
- 37-2. PRECINCTS ESTABLISHED
- 37-3. CORRECTION OF ERRORS
- 37-4. PUBLICATION OF CHANGES
- 37-5. SEVERABILITY
- 37-6. EFFECTIVE DATE

SEC. 37-1 INTRODUCTION

A. The purpose of this ordinance is to comply with Sections 49.3 and 49.4 of the Code of Iowa requiring the Scott County Board of Supervisors to establish election precincts following every federal decennial census.

B. For use in this Ordinance the following terms shall be interpreted or defined as follows:

"City" means city, town, or incorporated area. "County" means areas outside of cities, towns, or incorporated areas. "Township" means a civil or political subdivision of the county. "Precinct" means a county or municipal subdivision for casting and counting votes.

C. "City - County Precinct Agreement" means an agreement pursuant to Iowa Code Section 49.6, and entered into between Scott County and a given city to create a precinct comprised partially of unincorporated territory and partially of all or any part of a city.

SEC. 37-2. PRECINCTS ESTABLISHED

A. The County of Scott is hereby divided into sixty-six (66) precincts:

- 1. Allens Grove TWP Includes the legal boundary of Allens Grove Township that lies within Scott County, including the city of Donahue, and excluding the city of Dixon.
- 2. Bluegrass TWP Includes the corporate boundaries of the city of Blue Grass, but excluding that portion of the city of Blue Grass which lies in Muscatine County, and the legal boundary of Blue Grass Township, excluding those areas of the township which lie within the corporate limits of the cities of Davenport and Walcott, and excluding those areas of the township surrounded by the city of Davenport and included in Davenport Precinct 11 and Davenport Precinct 13.

- 3. Buffalo Includes the corporate boundaries of the city of Buffalo, including the portions of Buffalo Township lying west of the corporate boundaries of the city of Buffalo, and the portion of Buffalo Township lying west of the corporate boundaries of Davenport, south of the city of Buffalo and east of the Scott County boundary.
- 4. Buffalo TWP Includes the legal boundary of Buffalo Township, excluding that area of the township which lies within the corporate limits of the cities of Buffalo and Blue Grass, and that area included in Buffalo precinct.
- 5. Hickory Grove TWP Includes the legal boundary of Hickory Grove Township, including the city of Maysville, but excluding those areas of the township which lie within the corporate limits of the cities of Davenport and Walcott.
- 6. LeClaire TWP Includes the legal boundaries of LeClaire Township, excluding those areas of the township which lie within the corporate limits of the cities of Bettendorf and LeClaire, and excluding that portion of the unincorporated portion LeClaire Township which is bordered by Pleasant Valley Township to the west, the legal boundary of the City of LeClaire to the north and the Mississippi River to the south
- 7. Liberty TWP Includes the legal boundary of Liberty Township, and including the corporate boundaries of the cities of Dixon and New Liberty.
- 8. Lincoln-Sheridan TWP Includes the legal boundaries of Lincoln and Sheridan Townships, excluding those areas of the townships which lie within the corporate limits of the cities of Bettendorf, Davenport, and Eldridge.
- 9. McCausland Includes the legal boundaries of Butler Township that lies within Scott County, excluding Parkview precinct.
- 10. Parkview Beginning at the center of the intersection of 290th Street and 200th Avenue, then south along the centerline of 200th Avenue to the south border of Butler Township, then west along the south border of Butler Township to the west border of Butler Township, then north along the west border of Butler Township to 290th Street, then east along the centerline of 290th Street to 200th Avenue.
- 11. Pleasant Valley TWP Includes the legal boundary of Pleasant Valley Township, excluding those areas of the township which lie within the corporate limits of the cities of Bettendorf, Riverdale, and Panorama Park. The Precinct also includes that portion of the unincorporated portion

LeClaire Township which is bordered by Pleasant Valley Township to the west, the legal boundary of the City of LeClaire to the north and the Mississippi River to the south.

- 12. Princeton TWP Includes the legal boundary of Princeton Township, and including the city of Princeton.
- 13. Riverdale Includes the corporate boundaries of the city of Riverdale, Iowa.
- 14. Walcott Includes the corporate limits of the city of Walcott, excluding that portion of the city which lies in Muscatine County, and including the legal boundary of Cleona Township, including that portion of the city of Durant which lies within Scott County.
- 15. Winfield TWP Includes the legal boundary of Winfield Township, and including the city of Long Grove.
- 16. Davenport Ward 1, Precinct 1 Includes the boundaries of Davenport Ward 1, Precinct 1, to wit, Beginning at the intersection of Buffalo Avenue and West Locust Street, then proceed northerly along the corporate limits to Duck Creek, easterly along Duck Creek to North Fairmount Street, south along North Fairmount Street to Heatherton Drive, southeasterly along Heatherton Drive to North Michigan Avenue, south along North Michigan Avenue to West Lombard Street, east along West Lombard Street to North Clark Street, south along North Clark Street to Waverly Road, northwesterly along Waverly Road to North Fairmount Street, north along North Fairmount Street to West Locust Street, west along West Locust Street to the corporate limits, the place of beginning, all of which is a part of the eighty-first legislative district, and a part of the forty-first senate district; and pursuant to a City County Precinct Agreement between the City of Davenport and Scott County, including that portion of the unincorporated portion Blue Grass Township which lies surrounded by the corporate limits of the City of Davenport within Davenport Precinct 11.
- 17. Davenport Ward 1, Precinct 3 Includes the boundaries of Davenport Ward 1, Precinct 3, to wit, Beginning at the intersection of West Locust Street and Wisconsin Avenue, then proceed southerly along Wisconsin Avenue to Telegraph Road, easterly along Telegraph Road to South Clark Street, south along South Clark Street to Indian Road, southwesterly along Indian Road to South Elsie Avenue, southerly along South Elsie Avenue to Rockingham Road, westerly along Rockingham Road to Minnie Avenue, south along Minnie Avenue to South Concord Street, south along South Concord Street to West River Drive, westerly along West River Drive to the corporate limits, northerly along the corporate limits to West Locust Street, east along West Locust Street to Wisconsin Avenue, the place of beginning, all of which is a part of the ninety-eighth legislative district, and a part of the forty-ninth senate district; and pursuant to a City County Precinct Agreement between the City of Davenport and Scott County, including that portion of the unincorporated portion Blue Grass Township which lies surrounded by the corporate limits of the City of Davenport within Davenport Precinct 13.

18. Bettendorf Ward 5, Precinct 1 – Includes the boundaries of Bettendorf Ward 5, Precinct 1, to wit, Commencing, as a point of reference, beginning at the intersection of the State line along the main channel of the Mississippi River, the eastern city limits of Riverdale, Iowa, and the western city limits of Bettendorf, lowa; thence north along said city limits line to its intersection with Valley Drive; thence northeasterly along the centerline of Valley Drive to its intersection with Crow Creek; thence westerly along the centerline of the meanders of Crow Creek to its intersection with Tanglewood Road; thence westerly along the centerline of Tanglewood Road to its intersection with Middle Road; thence north along the centerline of Middle Road to its intersection with 53rd Avenue; thence easterly along the centerline of 53rd Avenue to its intersection with Remington Road North; thence south along the centerline of Remington Road North to its intersection with Century Heights Avenue; thence easterly along the centerline of Century Heights Avenue to its intersection with Heatherstone Road; thence south along the centerline of Heatherstone Road to its intersection with Crow Creek Road; thence easterly along the centerline of Crow Creek Road to its intersection with Valley Drive; thence easterly along the centerline of Valley Drive to its intersection with the eastern city limits of Bettendorf, Iowa and unincorporated Scott County, Iowa; thence south along the said city limits line to its intersection with the State line of the main channel of the Mississippi River; thence southwesterly along the State line of the main channel of the Mississippi River to the point of beginning and excluding therefrom the incorporated city limits of Panorama Park, Iowa; and pursuant to a City -County Precinct Agreement between the city of Bettendorf and Scott County including the corporate limits of the city of Panorama Park.

B. The Scott County Board of Supervisors hereby incorporates as Scott County precincts the following fifteen (15) precincts established by the Bettendorf City Council in Ordinance N. 377-21, enacted on December 7, 2021.

- 1. Bettendorf Precinct 1 of the First Ward is Scott County Precinct B11.
- 2. Bettendorf Precinct 2 of the First Ward is Scott County Precinct B12.
- 3. Bettendorf Precinct 3 of the First Ward is Scott County Precinct B13.
- 4. Bettendorf Precinct 1 of the Second Ward is Scott County Precinct B21.
- 5. Bettendorf Precinct 2 of the Second Ward is Scott County Precinct B22.
- 6. Bettendorf Precinct 3 of the Second Ward is Scott County Precinct B23.
- 7. Bettendorf Precinct 1 of the Third Ward is Scott County Precinct B31.
- 8. Bettendorf Precinct 2 of the Third Ward is Scott County Precinct B32.
- 9. Bettendorf Precinct 3 of the Third Ward is Scott County Precinct B33.
- 10. Bettendorf Precinct 1 of the Fourth Ward is Scott County Precinct B41.
- 11. Bettendorf Precinct 2 of the Fourth Ward is Scott County Precinct B42.
- 12. Bettendorf Precinct 3 of the Fourth Ward is Scott County Precinct B43.
- 13. Bettendorf Precinct 1 of the Fifth Ward is Scott County Precinct B51.
- 14. Bettendorf Precinct 2 of the Fifth Ward is Scott County Precinct B52.
- 15. Bettendorf Precinct 3 of the Fifth Ward is Scott County Precinct B53.

C. The Scott County Board of Supervisors hereby incorporates as Scott County precincts the following thirty-two (32) precincts established by the Davenport City Council as referenced in Ordinance No. 2021-466, enacted on December 8, 2021.

1. Davenport Eleventh Precinct is Scott County Precinct D11.

- 2. Davenport Twelfth Precinct is Scott County Precinct D12.
- 3. Davenport Thirteenth Precinct is Scott County Precinct D13.
- 4. Davenport Fourteenth Precinct is Scott County Precinct D14.
- 5. Davenport Twenty-first Precinct is Scott County Precinct D21.
- 6. Davenport Twenty-second Precinct is Scott County Precinct D22.
- 7. Davenport Twenty-third Precinct is Scott County Precinct D23.
- 8. Davenport Twenty-fourth Precinct is Scott County Precinct D24.
- 9. Davenport Thirty-first Precinct is Scott County Precinct D31.
- 10. Davenport Thirty-second Precinct is Scott County Precinct D32.
- 11. Davenport Thirty-third Precinct is Scott County Precinct D33.
- 12. Davenport Thirty-fourth Precinct is Scott County Precinct D34.
- 13. Davenport Forty-first Precinct is Scott County Precinct D41.
- 14. Davenport Forty-second Precinct is Scott County Precinct D42.
- 15. Davenport Forty-third Precinct is Scott County Precinct D43.
- 16. Davenport Forty-fourth Precinct is Scott County Precinct D44.
- 17. Davenport Fifty-first Precinct is Scott County Precinct D51.
- 18. Davenport Fifty-second Precinct is Scott County Precinct D52.
- 19. Davenport Fifty-third Precinct is Scott County Precinct D53.
- 20. Davenport Fifty-fourth Precinct is Scott County Precinct D54.
- 21. Davenport Sixty-first Precinct is Scott County Precinct D61.
- 22. Davenport Sixty-second Precinct is Scott County Precinct D62.
- 22. Davemport Sixty-second Precinct is scott country Precinct D62
- 23. Davenport Sixty-third Precinct is Scott County Precinct D63.24. Davenport Sixty-fourth Precinct is Scott County Precinct D64.
- 25. Davenport Seventy-first Precinct is Scott County Precinct D71.
- 26. Davenport Seventy-second Precinct is Scott County Precinct D72.
- 27. Davenport Seventy-third Precinct is Scott County Precinct D73.
- 28. Davenport Seventy-fourth Precinct is Scott County Precinct D74.
- 29. Davenport Eighty-first Precinct is Scott County Precinct D81.
- 30. Davenport Eighty-second Precinct is Scott County Precinct D82.
- 31. Davenport Eighty-third Precinct is Scott County Precinct D83.
- 32. Davenport Eighty-fourth Precinct is Scott County Precinct D84.
- D. The Scott County Board of Supervisors hereby incorporates as Scott County precincts the following two (2) precincts established by the Eldridge City Council as referenced in Ordinance No.2021-12, enacted on December 20, 2021.
 - 1. Eldridge Precinct One (1) is Scott County Precinct EL1.
 - 2. Eldridge Precinct Two (2) is Scott County Precinct EL2.
- E. The Scott County Board of Supervisors hereby incorporates as Scott County precincts the following two (2) precincts established by the LeClaire City Council as referenced in Ordinance 733, enacted on June 20, 2011.
 - 1. LeClaire Precinct One (1) is Scott County Precinct LC1.
 - 2. LeClaire Precinct Two (2) is Scott County Precinct LC2.

SEC. 37-3. CORRECTION OF ERRORS.

If this ordinance fails to place any part of the County of Scott within a precinct established by this ordinance, the Commissioner of Elections shall assign the omitted area to an adjacent and appropriate precinct. The Commissioner is also charged with the responsibility of correcting any obvious clerical errors in this ordinance.

SEC. 37-4. PUBLICATION OF CHANGES.

The Scott County Commissioner of Elections is hereby directed to forward a copy of this Ordinance to the Office of Secretary of State and publish said Ordinance pursuant to all applicable laws governing ordinances.

SEC. 37-5. SEVERABILITY.

If any section of this Ordinance is adjudged to be unconstitutional, or otherwise unlawful, only that section so adjudged shall be void, and to that extent the sections of this Ordinance are declared to be severable.

SEC. 37-6. EFFECTIVE DATE.

Pursuant to Section 49.7 of the Code of Iowa, this Ordinance shall be in full force and effect on January 15, 2022 and after its final passage and publication.

APPROVED THIS day of December, 2021:	
	Ken Beck, Chairman Scott County Board of Supervisors
	ATTESTED BY: Kerri Tompkins
	Scott County Auditor

INFORMATION TECHNOLOGY

400 West Fourth Street Davenport, Iowa 52801-1104

Ph: (563) 328-4100

www.scottcountyiowa.com



December 21, 2021

To: Mahesh Sharma, County Administrator From: Matt Hirst, Information Technology Director

Sam Samara, Information Technology Infrastructure Manager

Subject: PRI\SIP Voice Services Renewal for Scott County Locations

Voice services for our Scott County locations are up for renewal. These Primary Rate Interface (PRI) and Session Initiation Protocol (SIP) services are used to conect our many local and long distance calls that are made daily. Typically these connections are provided by local and competetive telephone exchange carriers. We have reached out to multiple providers and obtained a limited number of quote options to provide the telephony services to support our locations.

These voice connections are used by:

- Internal Scott County Departments
- On premise State of Iowa departments
- Other partner agencies using our phone services
 - Scott Emergency Communications
 - Scott County Library System
 - Waste Commission of Scott County
 - o Bi-State Regional Commission

These are the quotes for 5 years of comperable service which provide the best price break over time.

The quote summary is as follows:

<u>Vendor</u>	<u>Total</u>
CS Technologies	\$ 132,750.00
Hughes	\$ 165,960.00
Lumin	\$ 175,020.00
Windstream	\$ 258,000.00

It is recommended that the Board approve the quote from CS Technologies in the amount of \$132,750.00 for five years of service.

The CS Technologies proposal provides Scott County I.T. the ability to continue to provide the most reliable telephone connectivity options for Scott County and our partner agencies.

The CS Technologies proposal provides a significant cost savings of approximately \$2,000 per month or \$120,000 over the term of the contract in comparrison to our current Windstream contract.

Existing services through Windstream average \$4,930 per month with Long Distance, or \$295,800 over five years. Departments are charged back for using the telephone system based on their number of telephones and their long distance usage. Since long distance changes are variable the average without long distance is \$4,300 per month, or \$258,000 over a five year period for our existing service.

Budget dollars are available in the Information Technology Department operational budget to fund this contract.

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

December 21, 2021

APPROVING PURCHASE OF PRI\SIP VOICE SERVICES FOR PHONE SYSTEM

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

- Section 1. The purchase of PRI\SIP Voice Services from CS Technologies for a period of 5 years in the amount of \$132,750.00 is hereby approved.
- Section 2. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

400 West Fourth Street Davenport, Iowa 52801-1104

Ph: (563) 328-4100

www.scottcountyiowa.com



December 21, 2021

To: Mahesh Sharma, County Administrator From: Matt Hirst, Information Technology Director

Sam Samara, Information Technology Infrastructure Manager

Subject: ETS Data Services for Western Scott County Locations

Data connectivity for our Western Scott County locations is needed to replace an existing failed microwave solution. Ethernet Transport Service (ETS) is a type of business class data connection that provides a private connection between business locations. Typically these connections are provided over fiber optic cabling which is limited in rural areas. We have reached out to multiple providers and obtained a limited number of options to provide the necessary 1 Gigabit connectivity to support our locations. We also researched replacement microwave options which could no longer meet the bandwidth requirements, and shipping leadtimes were approaching six months.

These connections are used for:

- Data connections
 - Centralized server access
 - Day to day computer usage
 - o Point of sale terminals
 - Credit card readers
 - Networked printing
 - Time clocks for payroll purposes
- Telephone connections
 - Voice calls
 - Conferencing
- Video connections
 - Survelliance
- Management connections
 - Device management and monitoring

These are the quotes for 5 years of comperable service which provide the best price break over time.

The quote summary is as follows:

<u>Vendor</u>		<u>Total</u>	
CS Technologies	\$	39,900.00	
Racom - to reach like bandwidth (250 MB x 4)	\$	64,616.00	
Century Link	\$	159,000.00	

It is recommeded that the Board approve the quote from CS Technologies in the amount of \$39,900.00 for five years of service.

The CS Technologies proposal provides Scott County I.T. the ability to continue to provide the most reliable connectivity option for our Western Scott County locations. The prior service for this connection was via a microwave connection that failed earlier in the year, and a temporary connection was established to bring the locations back online.

Budget dollars are available in the Information Technology Department operational budget to fund this contract.

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

December 21, 2021

APPROVING PURCHASE OF ETHERNET TRANSPORT SERVICE (ETS) DATA SERVICES FOR WESTERN SCOTT COUNTY LOCATIONS

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

- Section 1. The purchase of ETS Data Services from CS Technologies for a period of 5 years in the amount of \$39,900.00 is hereby approved.
- Section 2. This resolution shall take effect immediately.

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

December 21, 2021

AUTHORIZING SCOTT COUNTY, IOWA TO ENTER INTO SETTLEMENT AGREEMENTS
WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC.,
AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN
PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC.,
AND JANSSEN PHARMACEUITCA, INC., AGREE TO THE TERMS OF THE IOWA
OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING AND AUTHORIZE
ENTRY INTO THAT MEMORANDUM OF UNDERSTANDING

WHEREAS, in 2018, the County Board of Supervisors authorized Scott County (the "County") to enter into an engagement agreement with Crueger Dickinson LLC, Simmons Hanly Conroy LLC and von Briesen & Roper, s.c. (the "Law Firms") to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the County and resources necessary to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants in 2018 and have been litigating against the Opioid Defendants since that time;

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceuitca, Inc. (the "Settling Defendants") have been ongoing for several years;

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims involved in the Litigation;

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively "Settlement Agreements");

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the

Settlement Agreements and the MDL Court's Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements have been provided to the County prior to the execution of this Resolution;

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in Iowa including to the State of Iowa and Participating Subdivisions, as that term is defined in the Settlement Agreements, upon occurrence of certain events as defined in the Settlement Agreements ("Iowa Opioid Funds");

WHEREAS, the Law Firms have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the Iowa Opioid Funds will be allocated, which has resulted in the proposed Iowa Opioid Allocation Memorandum of Understanding ("Allocation MOU"), which is an agreement between all of the entities who are signatories to the Allocation MOU;

WHEREAS, a copy of the Allocation MOU and the Exhibits to that MOU has been provided with this Resolution;

WHEREAS, the Allocation MOU divides Iowa Opioid Funds as follows: (i) 50% to the State ("the Iowa Abatement Share") and (ii) 50% to Participating Local Governments ("LG Share"), less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D of the Allocation MOU and in this Resolution ("LG Abatement Share").

WHEREAS, the LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804) in the amounts set forth on Exhibit 2 to the Allocation MOU ("Direct Distribution Percentage"). The Direct Distribution Percentage will be multiplied by the total LG Abatement Share to arrive at the total allocation to the Participating Local Government (the "Direct Distribution Amount").

WHEREAS, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU.

WHEREAS at least 75% of the Iowa Abatement Share and 75% of the LG Abatement Share shall be utilized for only the "Core Strategies" listed in Schedule A of Exhibit 1 to this MOU.

WHEREAS, every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity's Direct Distribution Amount, called the "LG Abatement Fund." Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.

WHEREAS, Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG

Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.

WHEREAS, each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.

WHEREAS, County has contracted with the Law Firms for representation in the Litigation and the Law Firms have been representing those entities since 2018 and in consideration for the Law Firms' representation, the County entered into a contract with the Law Firms for a 25% contingency fee applied to County's total recovery from any settlement.

WHEREAS, the Settlement Agreements provide for the payment of attorney's fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys representing plaintiffs in the Litigation (the "National Attorney Fee Fund").

WHEREAS, the Law Firms intend to make application to the National Attorney Fee Fund. However, because there is still uncertainty regarding what counsel for litigating local governments will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Parties to the Allocation MOU desire to fairly compensate outside counsel for the work done on behalf of the Participating Local Governments in Iowa, the Allocation MOU provides that a fund be created from 15 % of the LG Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government ("Iowa Backstop Fund")

WHEREAS, the Iowa Backstop Fund is meant to compensate outside counsel for participating local governments only for amounts not recovered at the National Fee Fund attributable to their Iowa clients;

WHEREAS, to be eligible for the Iowa Backstop Fund, the Law Firms must first seek payment from the National Attorneys' Fees Fund and may not recover amounts attributable to Counsel's representation of the County received at the National Attorneys' Fees Fund from the Iowa Backstop Fund;

WHEREAS, the County, by this Resolution, agrees to the creation of the Iowa Backstop Fund in the amount of 15% of the LG Share attributable to the Litigating Local Governments in order to fund a state-level "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall the total of the amounts received by the Law Firms at the National Attorney's Fees Fund related to the County and the amount received at the Iowa Backstop Fund exceed the amount the Law Firms would have been entitled to pursuant their fee contract with the County;

WHEREAS, the County, by this Resolution, shall establish an account for the receipt of the LG Abatement Share consistent with the terms of this Resolution ("the LG Abatement Fund");

WHEREAS, the County's LG Abatement Fund shall be separate from the County's general fund, shall not be commingled with any other County funds, and shall be dedicated to funding opioid abatement measures as provided in the Settlement Agreements and the Allocation MOU;

WHEREAS, the County must comply annually with the reporting requirements in the Allocation MOU;

WHEREAS, the if the County elects to become a Participating Subdivision in the Settlement Agreements it will receive the benefits associated with the Settlement Agreement and the Allocation MOU, provided the County (a) approves the Settlement Agreements; (b) executes the Participation Agreements stating the County's intention to be bound by the Settlement Agreements; (3) approves the Allocation MOU; (4) executes the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreements by executing the Participation Agreements and to enter into the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding necessary to execute the Allocation MOU;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves and authorizes Scott County Attorney Michael J. Walton to settle and release the County's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation MOU and all exhibits thereto, including taking the following measures:

- 1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
- 2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
- 3. The execution of the Allocation MOU by executing the Acknowledgement and Agreement to be Bound to Memorandum of Understanding.

BE IT FURTHER RESOLVED: the County hereby establishes an account separate and distinct from the County's general fund which shall be titled "LG Abatement Fund" to receive the LG Abatement Share from the Settlement Agreements.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

DATE

RESOLUTION

SCOTT COUNTY AUDITOR

SCOTT COUNTY BOARD OF SUPERVISORS

December 21, 2021

APPROVAL OF APPOINTMENTS TO BOARDS AND COMMISSIONS

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

- Section 1. That the appointment of Mo Hyder to Airport Zoning Board of Adjustment for a five (5) year term expiring on December 31, 2026 is hereby approved.
- Section 2. That the appointment of Matt Dohrmann to Bi-State Revolving Loan Fund for a two (2) year term expiring on December 31, 2023 is hereby approved.
- Section 3. That the appointment of Sydney Schermer to the Board of Health for a three (3) year term, expiring on December 31, 2024 is hereby approved
- Section 4. That the appointment of Sherwin Robinson to the Board of Health for a three (3) year term, expiring on December 31, 2024 is hereby approved
- Section 5. That the re-appointment of Bruce Werning to Building Board of Appeals for a five (5) year term expiring on December 31, 2026 is hereby approved.
- Section 6. That the re-appointment of John Rushton to the Citizens Advisory Board of the Mental Health Institute for a one (1) year term expiring on December 31, 2022 is hereby approved.
- Section 7. That the re-appointments of Katie Schroeder and Lori Elam to Community Action of Eastern Iowa for a one (1) year term, expiring on December 31, 2022 are hereby approved.
- Section 8. That the re-appointment of Carol Fennelly to the Conservation Board for a five (5) year term expiring on December 31, 2026 is hereby approved.
- Section 9. That the re-appointment of Roger Kean to the E911 Service Board for a one (1) year term expiring on December 31, 2022 is hereby approved.

- Section 10. That the re-appointments of Dennis Tarasi and Brian Ritter to the Integrated Roadside Vegetation Management (IRVM) for a three (3) year term, expiring December 31, 2024 are hereby approved.
- Section 11. That the re-appointment of Ed Kocal to the Lower Cedar Watershed Management Authority for a one (1) year term, expiring December 31, 2022 is hereby approved.
- Section 12. That the appointment of Dennis Gerard to MEDIC EMS Board for a one (1) year term expiring on December 31, 2022 is hereby approved.
- Section 13. That the re-appointment of Mahesh Sharma to MEDIC EMS Board for a one (1) year term expiring on December 31, 2022 is hereby approved.
- Section 14. That the re-appointment Chris Mathias to the Quad City Riverfront Council for a one (1) year term, expiring on December 31, 2022 is hereby approved.
- Section 15. That the re-appointment of Bernie Peeters to the River Bend Transit Board for a one (1) year term expiring on December 31, 2022 is hereby approved.
- Section 16. That the re-appointment of Dave Murcia to the Partner for Scott County Watersheds Cabinet for a one (1) year term, expiring December 31, 2022 is hereby approved.
- Section 17. That the re-appointment of Ed Kocal to the Lower Cedar Watershed Management Authority for a one (1) year term, expiring December 31, 2022 is hereby approved.
- Section 18. That the re-appointment of Terry O'Neill to the Benefited Fire District #1 for a three (3) year term, expiring January 10, 2025 is hereby approved.
- Section 19. That the re-appointment of Joan Maxwell to the Planning and Zoning Commission for a five (5) year term, expiring January 19, 2027 is hereby approved.
- Section 20. This resolution shall take effect immediately.