

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
March 14 - 18, 2022

Tuesday, March 15, 2022

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: 2494 187 3489 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. Contract with MSA Professional Services, Inc. for Scott County Stormwater Drainage System Analysis in Unincorporated Mt. Joy. (Item 3) Consent Agenda Consideration

___ 4. Intersection improvement project funding agreement at Y40 & Hwy 130. (Item 4) Consent Agenda Consideration

___ 5. Purchase of herbicides for Roadside Vegetation Program. (Item 5) Consent Agenda Consideration

Human Resources

___ 6. Classification and staffing adjustments as discussed during the fiscal year 2023 budget process review. (Item 6) Consent Agenda Consideration

___ 7. Request to over hire Senior Election Clerk in the Auditor's office due to pending retirement. (Item 7) Consent Agenda Consideration

___ 8. Staff appointments. (Item 8) Consent Agenda Consideration

Finance & Intergovernmental

- _____ 9. Budget amendment of the FY22 County Budget. Public Hearing March 17, 2022 during the Board Meeting. (Item 9)
- _____ 10. Fiscal year 2023 Compensation Schedule for County Elected Officials and Deputy Office Holders. (Item 10)
- _____ 11. Adjustment in salary for non-represented county employees for fiscal year 2023 budget review process. (Item 11)
- _____ 12. Adopting the FY23 County Budget and the FY23 Capital Budget and the FY24-27 Capital Program. Public Hearing March 17, 2022 during the Board Meeting. (Item 12)
- _____ 13. Mississippi Valley Workforce Area Chief Elected Official Shared Liability Agreement. (Item 13) Consent Agenda Consideration
- _____ 14. Upcoming appointments for Boards & Commissions. (Item 14) Consent Agenda Consideration

Other Items of Interest

- _____ 15. Beer/liquor license renewal for Glynn's Creek Golf Course, 19251 290th Street, Long Grove. (Consent Agenda Consideration)
- _____ 16. Beer/liquor license renewal for Davenport Country Club, 25500 Valley Drive, Pleasant Valley. (Consent Agenda Consideration)
- _____ 17. Adjourned. Moved by _____ Seconded by _____

Thursday, March 17, 2022

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: 2485 730 1399 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 ammendment to the County's current FY22 budget.
- _____ 2. Public hearing relative to Scott County's FY23 Annual Budget and five year Capital Improvement Plan.

Instructions for *Unmuting Phone Line* during Board Meeting teleconference

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

Meeting # 2494 187 3489

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=e4d1d81deeb2753c3bd610f0503126ad5>

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


Telephone / Cell Phones Connections:

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



When called upon for comments by the Board,


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


Computer / Application Connections:

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

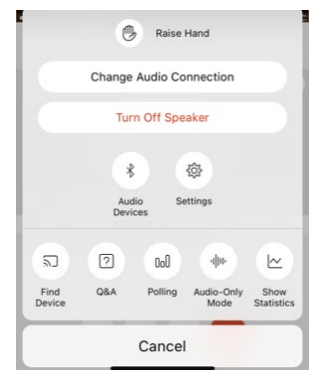
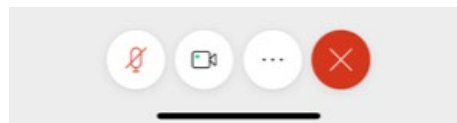
1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

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

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

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

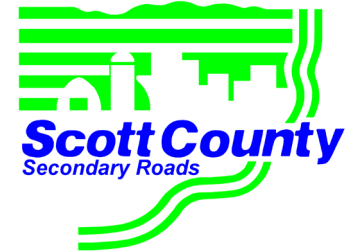
To find the **raise hand icon**, you may need to click on ...



SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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



ANGELA K. KERSTEN, P.E.
County Engineer

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

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Professional Design Services for Stormwater Analysis in Unincorporated Mt. Joy

DATE: March 4, 2022

Our department has determined that road and drainage improvements in the unincorporated Mt. Joy light industrial area are warranted. A majority of the existing roads and drainage system were designed and built by developers and dedicated to our department. In addition, one of the roads is an old state highway that was transferred to our department in the 1980s. As surrounding land use developed and the road system aged, it has become evident that the existing drainage system is no longer functioning and is accelerating road damages.

We solicited proposals from twelve qualified civil engineering firms to provide professional design services for a stormwater analysis in unincorporated Mt. Joy. The intent of this project is to determine the layout and condition of the existing storm sewers, the existing capacity, the recommended drainage system based on current and future conditions, and incorporate the information into our existing GIS database. We received proposals from the following civil engineering firms:

- IMEG Corporation – Rock Island, IL
- MSA Professional Services, Inc. – Bettendorf, IA
- Veenstra & Kimm, Inc. – Rock Island, IL

The proposals were evaluated and ranked based upon selection criteria detailed in the request for proposals. The criteria included staff qualifications and experience with stormwater analysis projects, example deliverable documents, responsiveness and ability to explain a thorough understanding of all required work, and project delivery schedule. The top two firms were then interviewed.

Based on their experience and expertise with similar projects, the experience of their proposed project team and key members, the overall quality of their deliverable documents, and their ability to perform work within the given time-frame, MSA Professional Services out of Bettendorf, was selected.

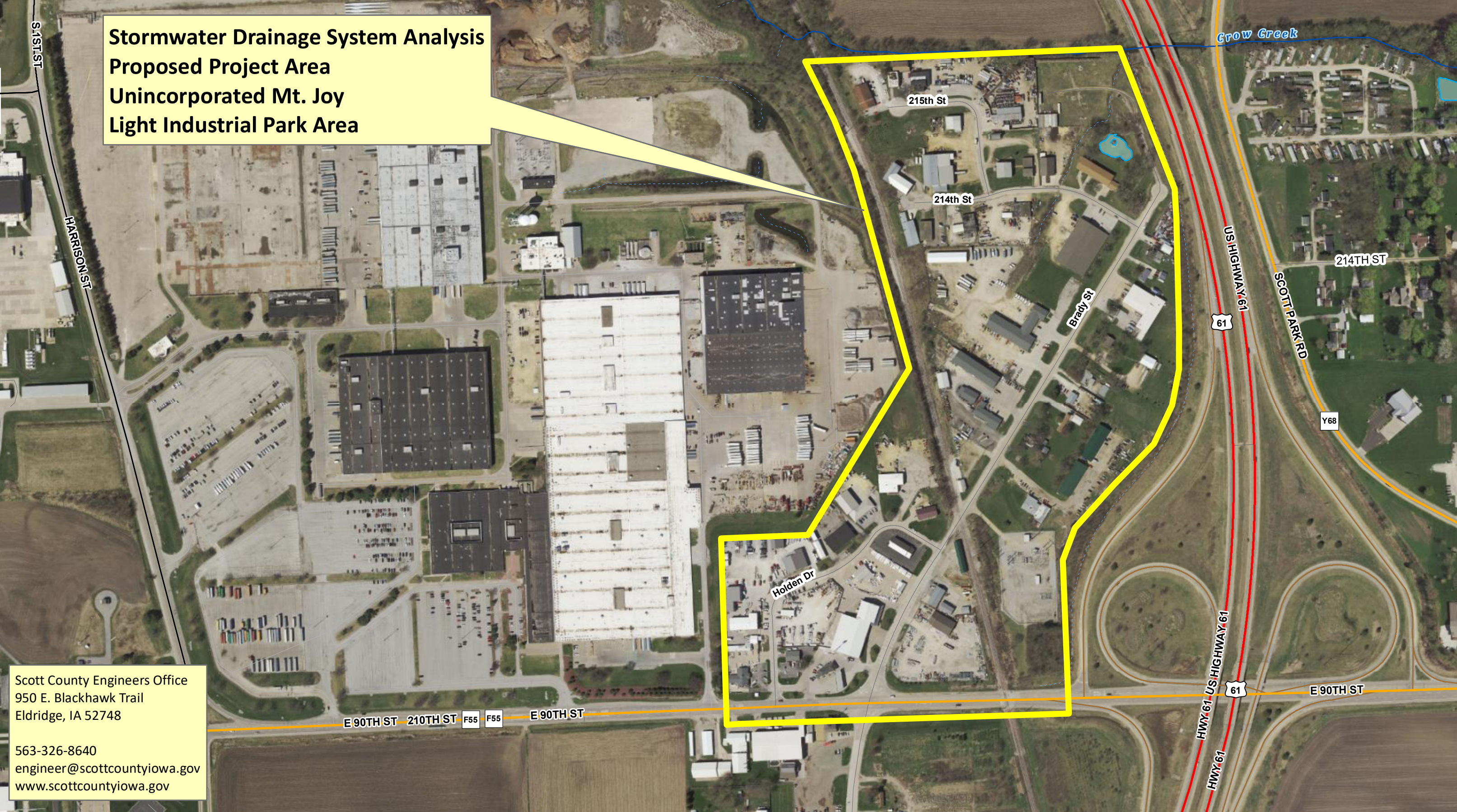
We then met with MSA to further define the scope of work for the project and negotiate a fee for their services. The contract estimate is \$42,500 for the stormwater analysis. The scope of work includes:

- Performing a topographic survey of storm sewer outlet flow line elevation, storm structure rim elevation, storm sewer pipe elevation inside structures, cross sections of existing drainage ditches and swales at key locations and known problem flooding areas. Combining information with provided Scott County GIS data and creating a comprehensive storm sewer map.
- Creating a hydraulic model of the existing pipe network including proposed improvements. Identifying areas of flooding concern and determining if pipes are undersized.
- Reviewing pipe condition assessment ratings. Prioritizing pipes for repair or replacement based on the condition of the pipes, impact of flooding, proximity to other failing pipes, location within the drainage basin, consequences of failure, and proximity to upcoming road work.
- The scope of work does not include pipe televising. During contract negotiations we determined that based on the level of work needed to improve road and drainage systems, the existing storm sewer would be replaced as a part of any project and that MSA surveyors would be able to obtain enough information to build the hydraulic model. If after MSA's survey of the existing stormwater system, it is determined that televising is necessary for this project, we will request an amendment to the contract to incorporate televising.

Upon completion of the analysis, we will review the proposed alternative solutions and determine if improvements can be made in compliance with American Rescue Plan Act requirements. After this review, we may negotiate a contract with MSA for professional road and drainage system design of the proposed alternatives. This contract would be brought to the Board of Supervisors for approval at that time.

The fee to perform this work is included in our amended FY2022 and FY2023 budgets. I recommend that Scott County enter into an agreement with MSA Professional Services, Inc., to perform this work. The total cost for this analysis is estimated to be \$42,500. Included with this memo is the contract with MSA and a location map.

**Stormwater Drainage System Analysis
Proposed Project Area
Unincorporated Mt. Joy
Light Industrial Park Area**



S 1ST ST

HARRISON ST

Crow Creek

215th St

214th St

Brady St

US HIGHWAY 61

SCOTT PARK RD

214TH ST

Y68

Holden Dr

HWY 61 US HIGHWAY 61

E 90TH ST

E 90TH ST 210TH ST F55 F55 E 90TH ST

Scott County Engineers Office
950 E. Blackhawk Trail
Eldridge, IA 52748

563-326-8640
engineer@scottcountyiowa.gov
www.scottcountyiowa.gov



Professional Services Agreement

MSA Project Number: 13759005

This AGREEMENT (Agreement) is made today March 17, 2022 by and between SCOTT COUNTY, IA (OWNER) and MSA PROFESSIONAL SERVICES, INC. (MSA), which agree as follows:

Project Name: Scott County Stormwater Drainage System Analysis in Unincorporated Mt. Joy

The scope of the work authorized is: See Attachment A

The schedule to perform the work is: Approximate Start Date: March 17, 2022
Approximate Completion Date: August 17, 2022

The lump sum fee for the work is: \$42,500

The retainer amount required is: NA

NOTE: The retainer will be applied toward the final invoice on this project.


All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.


Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

SCOTT COUNTY, IA

MSA PROFESSIONAL SERVICES, INC.

Angela Kersten
Scott County Engineer
Date: _____


Jason Miller
Service Line Leader - VP
Date: March 17, 2022


Amber Converse
Project Manager
Date: March 3, 2022

950 E. Blackhawk Trail
Eldridge, IA 52748
Phone: (563) 326-8640
Fax: (563) 328-4173

1555 SE Delaware Ave
Suite F
Ankeny, IA 50021
Phone: (515) 635-3402
Fax: (515) 608-4571

RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>LABOR RATE</u>
Administrative	\$ 80 – \$140/hr.
Architects	\$ 65 – \$190/hr.
Community Development Specialists	\$125 – \$150/hr.
Digital Design.....	\$150 – \$170/hr.
Environmental Scientists/Hydrogeologists.....	\$100 – \$150/hr.
Geographic Information Systems (GIS).....	\$ 80 – \$170/hr.
Housing Administration	\$ 80 – \$140/hr.
Inspectors/Zoning Administrators	\$ 95 – \$120/hr.
IT Support.....	\$150 – \$170/hr.
Land Surveying	\$ 85 – \$170/hr.
Landscape Designers & Architects.....	\$ 85 – \$190/hr.
Municipal Advisor.....	\$150 – \$190/hr.
Planners.....	\$ 90 – \$150/hr.
Principals	\$170 – \$300/hr.
Professional Engineers/Designers of Engineering Systems	\$130 – \$170/hr.
Project Managers.....	\$135 – \$230/hr.
Real Estate Professionals	\$120 – \$130/hr.
Staff Engineers	\$ 65 – \$120/hr.
Technicians.....	\$ 85 – \$130/hr.
Wastewater Treatment Plant Operator	\$ 75 – \$ 90/hr.

REIMBURSABLE EXPENSES

Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies.....	\$0.20/page
Plots	\$0.015/sq.in.
Flash Drive	\$10
GPS Equipment	\$30/hour
Laser Level	\$10/per day
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70 mile
Nuclear Density Testing	\$25.00/day + \$10/test
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$40/hour
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals.....	At cost
Traffic Counting Equipment & Data Processing.....	At cost
Geodimeter	\$30/hour
Drone Flight	\$390/flight

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2022.

**MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC)**

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

10. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

11. **Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

12. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

13. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

14. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

15. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

16. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Iowa.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Iowa for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

PHASE 1 – PROJECT ADMINISTRATION

TASK 1 – PROJECT MANAGEMENT

MSA will manage the established scope of services and budget throughout the project. Monthly invoices will be submitted to the County Engineer for review, approval and payment. Project Updates will be prepared and submitted to the County Engineer and accompany monthly invoices.

The project manager will ensure the project team is on schedule and allocate resources accordingly to meet established milestones and schedule.

MSA will perform QA/QC reviews on all deliverables prior to submitting to the County Engineer.

NOTE: For purposes of this project, the study area is defined as the roughly the area bounded by E 90th Street on the south, Highway 61 to the east, Crow Creek to the north, the railroad tracks to the west, and including all of the properties along Holden Drive and Brady Street. In total, this area includes approximately 75 acres. The MSA Survey team will confirm if the adjacent properties to the west or to the south contain stormwater infrastructure that would result in larger watershed delineation that includes regions outside of this described study area.

TASK 2 – MEETINGS

It has been stated that any meetings with the County Supervisors, Mt. Joy and its residents will be conducted by the County Engineer without any direct involvement from MSA and so attendance or preparation for these meetings are not included in this scope of work or budget.

It is assumed all meetings involving MSA staff will be conducted via Zoom or other conference-style online platform that allows for screen sharing. We anticipate three (3) meetings lasting no more than 1-hour throughout the duration of this project. One meeting will include County GIS staff to review data schema. Up to three (3) MSA staff will attend each meeting depending on agenda topics.

PHASE 2 – SYSTEM SURVEY AND GIS DATABASE DEVELOPMENT

TASK 1 – FIELD SURVEY OF EXISTING STORM SEWER SYSTEM

MSA will complete a field survey of existing storm sewer manholes, catch basins, inlets and outfalls within the Mt. Joy storm sewer system. Additionally, MSA will survey culvert crossings within Mt. Joy (culverts being defined as a straight storm drainage pipe passing under a road which is open on both ends and which has no branch lines). For culverts and storm sewer structures, MSA will survey the horizontal location and surface elevation of the casting for manholes, inlets, catch basins, and outfalls and invert elevations for pipes. MSA will also document the size (diameter) and construction material of pipes. MSA will shoot cross-sections at any known flooding areas. MSA will use a Trimble S6 Total Station for this survey. The horizontal and vertical datum for this project is the Scott County, Iowa Survey Control Network.

For storm sewer system survey, the anticipated field workflow process is to:

1. Open each structure (remove the casting)
2. Measure the horizontal cross-sectional dimensions of the structure
3. Measure down from the rim down to the structure bottom and to the invert (flowline) of each pipe flowing in and out of the structure.
4. Measure the vertical cross-sectional dimensions of each pipe
5. Document the pipe material (rcp, cmp, etc.)
6. Take a photograph of observed abnormal conditions (as determined in the field by the consultant)
7. Make a qualitative assessment of the physical condition of the structure
8. Tabulate collected data – either on hardcopy structure log or in digital data dictionary.

For culvert surveys, MSA's surveyors will collect photos of the inlet and outlet of each culvert crossing for purposes of identifying the hydraulic inlet condition as well as to provide a general assessment of the physical condition of the culvert. MSA surveyors will also make commentary on the general condition of the barrel of culvert as best can be observed without actually entering the culvert itself.

MSA's cost estimate is based on information provided in the RFP, which indicated that there was minimal information of the existing storm sewer system and no structures have been mapped. It is likely that private landowners have built stormwater structures and/or filled in waterways design to facilitate stormwater drainage. For the purposes of this scope and associated labor effort, MSA will assume there will be less than 25 structures. Should additional structures be identified, MSA will contact the County Engineer to amend this contract to include the additional storm structures.

MSA will attempt to determine the elevation of reported high water marks, if provided by the County or by property owners who approach MSA surveyors while conducted field activities. MSA surveyors will reserve the right to refuse surveys of private properties based on their judgment of their personal safety.

MSA will survey stormwater structures serving the north bound lane of Hwy 61 and areas to the west and north of E 90th Street.

Responsibility of County: It is assumed that the County will provide MSA's field crews with written documentation providing the authority to enter public easements and private property as necessary to reach storm sewer structures to be surveyed.

Assumptions:

- It is assumed that MSA will not require special permissions from property owners to access sites where survey needs to be conducted
- It is assumed that confined space entry will not be required to conduct surveys
- It is assumed that all structures are readily identifiable and accessible, i.e. not buried, bolted or welded shut.

Deliverables: One (1) electronic copy in PDF format of survey notes.

TASK 3 – COMPILE SURVEY DATA IN GIS FORMAT

MSA will reduce the field survey data collected in Task 2 into a GIS database format. MSA will develop and present the County with a draft data schema as part of the GIS deliverable. Photos and dip sheets from the site survey will be named to match the associated structure ID to facilitate easy attachment within the County's GIS system. Data collected in the field survey will be included in the GIS database. MSA will provide alignments (connectivity), length, and dimensions for storm sewer pipes connecting the individual elements included in the storm sewer system map.

PHASE 3 – STORMWATER SYSTEM MODELING

TASK 1 – CONSTRUCT WATERSHED COMPUTER MODEL

MSA will construct an XP-SWMM watershed model of the drainage system within the study area.

1. Develop hydrologic model input data
 - a. Delineate drainage areas
 - b. Develop relationships between actual measured impervious area and land uses within the study area to develop accurate runoff coefficients (Runoff Curve Numbers)
 - c. Determine land cover and underlying soil data for pervious areas.
 - d. Determine overland flow characteristics (times-of-concentration for RCN method)
2. Develop hydraulic model input data
 - a. Complete 1-D model data entry. MSA will electronically populate the model elements for nodes (generally speaking, manholes) and links (generally speaking, storm sewer pipes) using GIS and/or survey data describing the drainage system network.
 - b. Test of the 1-D model for system connectivity and continuity.
3. Debug Model. MSA will solve the model (integrated hydrologic and hydraulic models) and adjust as necessary to account for observed issues with instability or continuity losses.

TASK 2 – SOLVE WATERSHED MODEL AND COMPILE EXISTING CONDITIONS ASSESSMENT

MSA will solve the XP-SWMM model to determine runoff hydrographs which will be routed through each element of the modeled portion of the stormwater management system for the 5-yr, 25-yr, and 100-yr 24-hr rainfall events. MSA will reserve capacities within the storm sewer system for sump pumps based on the soil types in the area. MSA will prepare event-based flood inundation maps to determine the existing system's ability to convey/contain design even flows and runoff volumes. Upon completion of existing condition assessments, MSA will conduct a meeting (one of the meetings described in Phase 1, Task 2) to present the results of the modeling and

significant findings and to discuss how the findings may be used to direct efforts related to the design of solutions to flooding.

TASK 3 – ALTERNATIVES SOLUTION EVALUATION

1. MSA will identify culverts and trunk storm sewer systems that are unable to either convey 5-yr peak flows within the storm sewer pipe (some minor surface flows may be allowed) or 100-yr peak flows within public rights-of-way. Where capacity limitations are observed, MSA will prepare conceptual solutions where additional pipe capacity (upsizing existing pipes) are required and/or where additional stormwater detention may be provided to reduce peak flows.
2. MSA will consider water quality in the alternatives solution evaluation, to best align with the eligibility requirements for American Rescue Plan Act (ARPA) and the Environmental Protection Agency (EPA) Clean Water State Revolving Fund.
3. MSA will resolve the computer model to determine each alternative's ability to achieve design performance goals.

PHASE 4 – FINAL REPORT

MSA will prepare a final watershed plan report that includes an existing conditions assessment, and recommendations for proposed capacity improvements to achieve system capacity goals. These recommendations will be prioritized based on need and impact to the overall system.

Deliverables:

- Two (2) color hardcopies and one (1) PDF copy and one (1) MSWord copy of a final project report.
- Original electronic files for GIS data generated in support of modeling and mapping products developed in this phase of the project.

Exclusions. The preceding scope of work documents activities necessary to complete a study and report to identify potential drainage infrastructure capacity limitations.

The following items are not included in this scope of services:

- Soil borings
- NEPA coordination
- IDNR permits
- Conceptual Plans, Construction Plans, Details, Specifications, or Cost Estimates
- Public Hearings or Public Information Meetings
- Utility coordination, ONE Call
- Solicitation for Televising of Sewer Pipes*

*Note that this scope of work does not include a draft solicitation for review by the County Engineer, or review of the results of televising of the storm sewer pipes. If after MSA's survey of the existing stormwater system, it is determined that televising is necessary for this project, the County can request an amendment to this project for solicitation of Televising Sewer Pipes, review of the televising results, and integrating the televising into Phase 3 of this scope of work.

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 17, 2022

APPROVAL OF THE CONTRACT TO PERFORM PROFESSIONAL DESIGN SERVICES FOR
STORMWATER ANALYSIS IN UNINCORPORATED MT. JOY

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

Section 1. That Scott County enters into a contract with
MSA Professional Services, Inc., to perform
professional design services for storm water analysis
in unincorporated Mt. Joy.

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

Section 3. That this resolution shall take effect immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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



ANGELA KERSTEN, P.E.
County Engineer

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

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Funding Agreement for Intersection Safety Improvement Project at Y40 & Hwy 130

DATE: March 7, 2022

This resolution is to approve a funding agreement between Scott County and the Iowa Department of Transportation (Iowa DOT) for safety improvements at the intersection of Y40 (60th Avenue) and Hwy 130. Our department applied for funding from the Iowa DOT through the Highway Safety Improvement Program (HSIP) – Secondary Program for this project. The HSIP-Secondary Program promotes the installation of low cost, systemic improvements with goals of reducing lane departure and intersection crashes.

This intersection is identified as a high risk intersection in our Local Road Safety Plan. The intersection is two-way stop control with traffic stopping on Y40. Y40 intersects Hwy 130 at a severe angle and therefore it can be difficult for traffic on Y40 to see traffic traveling on Hwy 130. There have been 10 crashes at this intersection in the past 11 years that involve traffic on Y40 failing to yield the right-of-way to traffic on Hwy 130.

This project includes replacement of stop signs, intersection warning signs, and transverse rumble strip panels. The project also includes tree clearing and installing solar flashing beacons on the intersection warning signs and stop signs.

This project is in FY 2022 of our Five-Year Construction Program with a budgeted cost of \$76,000. Construction project costs will be paid by our department and we will request reimbursement of those costs from the Iowa DOT. I recommend entering into an agreement with the Iowa DOT for the purpose of financing this transportation safety improvement project. Included with this memo is the agreement and a project location map.

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for Highway Safety Improvement Program - Secondary Federal-aid Swap Project

Recipient: Scott County

Project No.: HSIP-SWAP-C082(68)--FJ-82

Iowa DOT Agreement No.: 6-22-HSIP-SWAP-005

This is an agreement between Scott County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Highway Safety Improvement Program (HSIP) - Secondary, Federal-aid Swap funds. Iowa Code Section 306A.7 provides for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide HSIP Federal-aid Swap funding to the Recipient for the authorized and approved costs for eligible items associated for this project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk and Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following described HSIP project:

Installation of stop signs, intersection warning signs, solar flashing beacons, and transverse rumble strip panels at the intersection of Y40 with IA 130.
4. Eligible project activities will be limited to the following: construction.
5. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from HSIP Federal-aid Swap funds. The portion of the project costs reimbursed by HSIP Federal-aid Swap funds shall be limited to \$76,000. The Recipient shall be responsible for all ineligible costs and all eligible costs in excess of this limit.
6. The Recipient shall pay for all project costs not reimbursed with HSIP Federal-aid Swap funds.
7. The Recipient shall let the project for bids through the Department.
8. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
9. It is the intent of both parties that no third party beneficiaries be created by this agreement.
10. The project shall be let to contract before October 1, 2023. If not, this agreement may become null and void. This deadline may be extended for a period of 12 months upon receipt of a written request from the Recipient at least 30 days prior to the deadline.
11. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this

agreement. The addendum shall become effective only upon written acceptance of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

County Signature Block

This agreement was approved by official action of the Scott County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____
Kent L. Ellis, P.E.
Local Systems Field Engineer
Eastern Region

EXHIBIT 1

General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://iowadot.gov/local_systems/publications/im/lpa_ims. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

4. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

5. Right-of-Way, Railroads, and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

7. Construction.

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

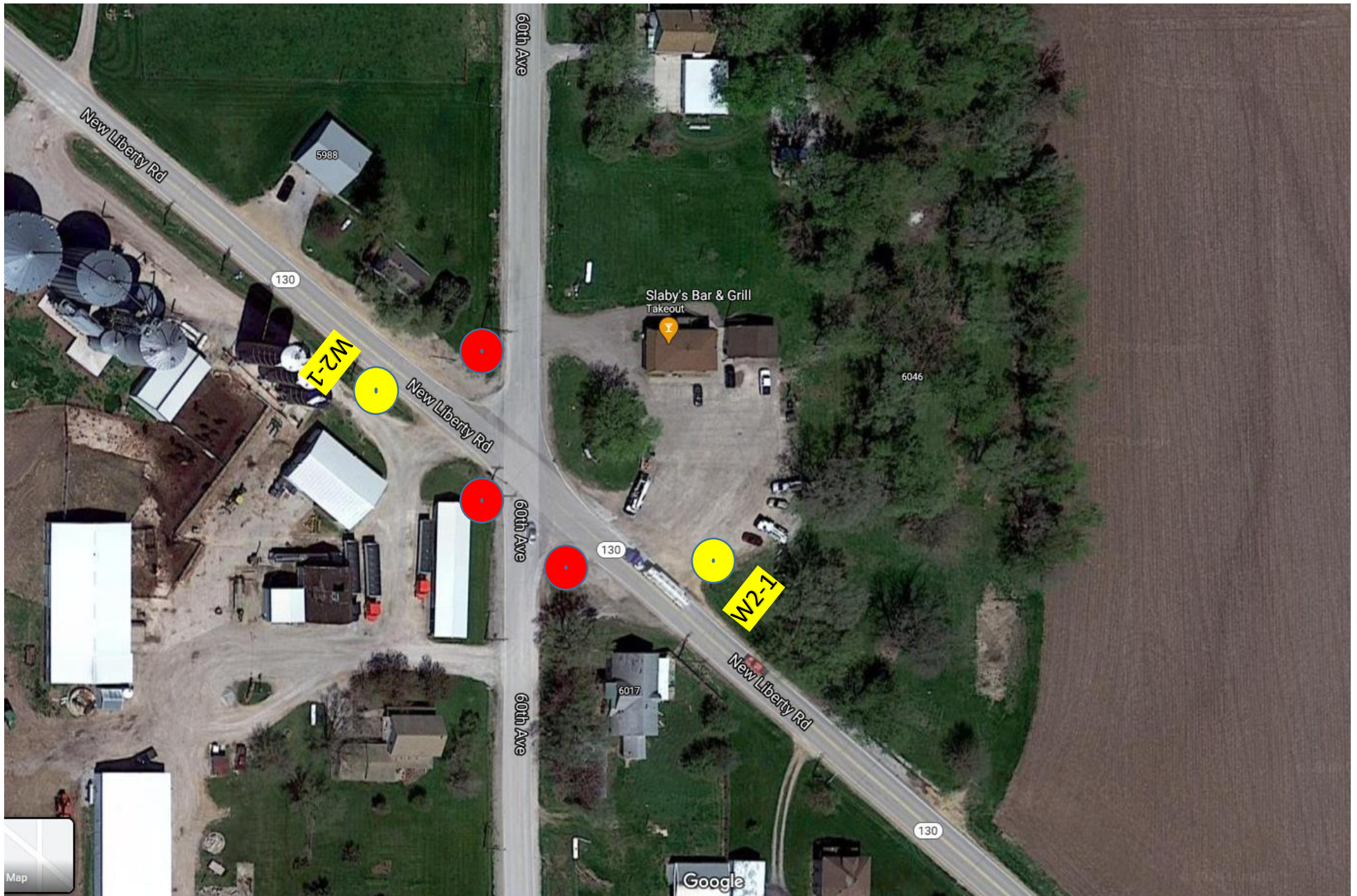
8. Reimbursements.

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

9. Project Close-out.

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

- ---Amber solar flashing beacons on new W2-1 signs (qty 2)
- ---Red solar flashing beacons on existing stop signs (qty 3)



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 17, 2022

APPROVAL OF AGREEMENT FOR USE OF HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) –
SECONDARY, FEDERAL-AID SWAP FUNDS FOR SAFETY IMPROVEMENTS AT THE INTERSECTION
OF Y40 AND HWY 130

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

Section 1. That the agreement between Scott County and the Iowa Department of Transportation for Intersection Improvement Project No. HSIP-SWAP-C082(68)--FJ-82 be approved.

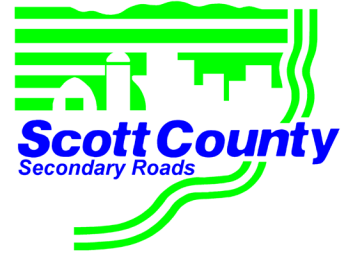
Section 2. That the Chairman be authorized to sign the agreement on behalf of the Board.

Section 3. That this resolution shall take effect immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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



ANGELA K. KERSTEN, P.E.
County Engineer

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

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Resolution Approving Purchase of Herbicides

DATE: March 8, 2022

Our department solicited quotes for purchasing herbicides for calendar year 2022 roadside spraying purposes. We typically purchase herbicides as needed throughout the year, but we are seeing a significant increase in cost for Roundup and we are concerned with future availability of all the chemicals for this season. Application of herbicides is time-sensitive and weather dependent. It is important that we have the chemicals readily available for use. We have sufficient space inside our maintenance facility to store the additional chemicals. The following quotes were received:

Herbicide	Quantity	Unit	Nutrien Solutions		Paul Meyer Chemical		Liqui-Grow	
			Spearfish, SD		Walcott, IA		Eldridge, IA	
			(Unit Price)	(Amount)	(Unit Price)	(Amount)	(Unit Price)	(Amount)
Roundup Pro Concentrate	110.0	Gal	\$50.10	\$5,511.00	\$50.77	\$5,584.70	\$78.40	\$8,624.00
Milestone	2.5	Gal	\$305.00	\$762.50	\$391.07	\$977.68	No Bid	\$0.00
Escort XP	64.0	Oz	\$2.40	\$153.60	\$5.69	\$364.16	No Bid	\$0.00
Vastlan	25.0	Gal	\$92.00	\$2,300.00	\$105.80	\$2,645.00	No Bid	\$0.00
Plainview SC	45.0	Gal	\$249.60	\$11,232.00	\$287.04	\$12,916.80	No Bid	\$0.00
Liberate Surfactant	40.0	Gal	\$26.00	\$1,040.00	No Bid	\$0.00	No Bid	\$0.00
Astonish (Alt. for Liberate & Reign)	40.0	Gal	No Bid	\$0.00	\$56.77	\$2,270.80	No Bid	\$0.00
Prefer 90 NIS (Alt. for Liberate)	40.0	Gal	No Bid	\$0.00	No Bid	\$0.00	\$44.74	\$1,789.60
Reign Drift Control	15.0	Gal	\$16.00	\$240.00	No Bid	\$0.00	No Bid	\$0.00
Terra Vue	4.4	Lbs	\$94.00	\$413.60	\$98.00	\$431.20	No Bid	\$0.00
TOTAL				\$21,652.70		\$25,190.34		

The unit prices submitted by Nutrien Solutions for all chemicals, excluding Roundup, are an approximate 2% to 4% increase from calendar year 2021. Roundup is nearly double the cost and is expected to increase throughout the year. We have approximately \$35,000 remaining in our FY22 budget for roadside spraying and we budgeted \$65,000 for roadside spraying in FY23. However, this budget item does include labor and benefits. Therefore, I may request an increase in our FY22 budget in the May amendment. We have a sufficient fund balance to accommodate the increase. I recommend purchasing herbicides from Nutrien Solutions for a total of \$21,652.70.

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 17, 2022

APPROVAL TO PURCHASE HERBICIDES

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

- Section 1. That the Scott County Secondary Roads Department is authorized to purchase herbicides from Nutrien Solutions, Spearfish, SD, for a total of \$21,652.70.
- Section 2. That this resolution shall take effect immediately.

HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801

Office: (563) 326-8767
Fax: (563) 328-3285
www.scottcountyiowa.gov



Date: March 8, 2022

To: Mahesh Sharma, County Administrator

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

Subject: FY23 Organizational Changes

Review of Organizational Change requests

The following reclassification requests were submitted organizational changes as part of the budget process for Fiscal Year 2023:

- Office Assistant (Community Services) (+0 FTE)
- Senior Administrative Assistant (Community Services) (+0 FTE)
- Sex Offender Registry Specialist (Sheriff) (+0 FTE)

These organizational change are existing positions that the department is requesting a change in FTEs for Fiscal Year 2023:

- Intern (Budget & Administrative Services) (+0.25 FTE)
- Golf Maintenance Technician (Conservation) (-1.0 FTE)
- Maternal, Child Adolescent Nurse (Health) (+0.10 FTE)
- Senior Administrative Assistant (Health) (+1.0 FTE)
- Office Assistant (Human Resources) (+1.0 FTE)
- Classification Specialist (Sheriff) (+1.0 FTE)
- Deputy (Sheriff) (+5.0 FTE)
- Sheriff's Lieutenant (Sheriff) (+1.0 FTE)
- Corrections Sergeant (Sheriff) (+4.0 FTE)
- Multi Service Clerk (Treasurer's Office) (+1.0 FTE)

Discussion

We're still within the parameters of the extensive compensation and classification study approved in 2019, thus there are few positions that have significantly changed since that time warranting reclassification. Market changes would not be reviewed for a few years and would need to be considered with current economic impacts. The requests submitted demonstrated significant

changes in duties. These requests were required to complete a Position Analysis Questionnaire (PAQ) and were submitted to Public Sector Personnel Consultants (PSPC) for review and analysis. PSPC reviewed relevant internal and external comparable jobs and any market factors related to the position. PSPC then made a recommendation to Human Resources on where to place or slot the position in the Pay Plan.

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

Reclassification Requests

Office Assistant (Community Services) (+0 FTE)

The Mental Health Region CEO requested the upgrade of the position on behalf of the Eastern Iowa MHDS Region. The request is to direct higher skill set tasks to the current incumbent related to regional activities. The current pay range is 16 and after PSPC reviewed the duties elaborated in the PAQ and internal comparables they recommend moving it to the Senior Office Assistant title and pay range 18.

Senior Administrative Assistant (Community Services) (+0 FTE)

A reclassification was requested to address additional responsibilities related to the Eastern Iowa MHDS Region financial and grant responsibilities. The position is considered a statewide subject matter expert on financial software for the Community Service Network. The position tracks financial payments and billings for the five county region. The current pay range is 23 and after PSPC reviewed the duties elaborated in the PAQ and internal comparables the recommendation is to change the job title to Administrative Support Specialist and set the pay range at 25.

Sex Offender Registry Specialist (Sheriff) (+0 FTE)

The position was added as a temporary position in October, 2018 and added to the table of organization in FY20. Due to timing this position was not included in the classification and compensation study, so the PAQ was presented to PSPC for review along with the new duties. Their recommendation is to increase the pay range to 20.

Budgetary Requests

Intern (Budget & Administrative Services) (+0.25 FTE)

The Director has requested the ability to utilize a paid finance intern for educational and operational use in the department. Paid internships are available in Planning and Health Departments. The request is to start the position in May, 2022 so that the full summer of assistance can be realized.

Golf Maintenance Technician (Conservation) (-1.0 FTE)

On November 23, 2021 the Board approved the addition of the Golf Superintendent position to the Conservation table of organization. At the time it was anticipated that there would be an internal promotional opportunity and the elimination of the corresponding position. As promised the table of organization is now being adjusted to eliminate the Golf Maintenance Technician position. This change will take effect immediately.

Maternal, Child, Adolescent Nurse (Health) (+0.10 FTE)

This is an established position in the Health Department that is budgeted as a 0.40 FTE. The incumbent has been working hours that better align to a 0.50 FTE so we're merely making a minor adjustment to the table of organization.

Senior Administrative Assistant (Health) (+1.0 FTE)

As presented to the Board on January 20th, the Health Department has done an extensive reorganization. As part of the reorganization they are requesting an additional position be added to the table of organization, specifically a Senior Administrative Assistant. This position will be responsible for supporting activities related to the Board of Health and complex clerical assignments. The position will serve as the liaison and coordinator with the Medical Examiner Program for the department. The duties align with the established position of a Senior Administrative Assistant in the organization and will be placed at a pay range of 23.

Office Assistant (Human Resources) (+1.0 FTE)

As presented to the Board on January 20th, the Human Resources Department has experienced increasing demands as staffing countywide and in supported component units has continued to grow. The Board has approved the upgrade of the Benefit Specialist. The addition of a new position, Office Assistant, will allow lower skilled clerical tasks to support the Generalists and Director. The duties align with the established position of a Office Assistant in the organization and will be placed at a pay range of 16.

Classification Specialist (Sheriff) (+1.0 FTE)

The Sheriff cites the July 2019 study by Wold, the Juvenile Detention Center (JDC) and Jail Assessment, to justify an additional Classification Specialist (p. 99), which recommends of a ratio of classification specialists to inmates of 1:125. There are currently 2 classification specialists. The average number of inmates for CY21 was 262 which equates to a need for 2.096 classification specialists. The Sheriff indicates a need for additional focus by these staff on Prison Rape Elimination Act (PREA) screenings, court ordered releases and managing inmate workers. The study states that these positions do not require relief coverage (p. 98). However, FY21 overtime costs for the current positions was 470 hours (0.23 FTE) at the cost of \$20,761, which may be reduced through expanding hours and different scheduling with additional staff.

Corrections Sergeant (Sheriff) (+4.0 FTE)

The Sheriff again cites the July 2019 study by Wold on the JDC and Jail Assessment to justify additional sergeants. There currently are 14 sergeants, with 12 assigned to shifts, 1 training, and 1 programs. The study indicated a need for additional sergeants to address the relief factor and recommended a total of 17 sergeants were needed, with 15 assigned to shifts (p. 98). The study does not address any recommendations for division of shifts or squads to best utilize an additional 3 sergeants. The Sheriff request for 4 is to place one per shift/squad to address relief and assist with administrative duties. Consideration on the timing of any promotions should be made with current staffing demands.

Deputy (Sheriff) (+5.0 FTE)

The July 2020 study by Matrix Consulting Group addressed the overall staffing of sworn deputies. The request is for 5 new deputies to address the study recommendations. In July 2018 there were 31 Deputies, excluding managers and supervisors. In October 2020 the Board added 7 deputies to the table of organization, totaling 38 deputies. The request to add 5 additional deputies would bring the total to 43. The study indicates a need for 42 deputies. The difference appears to be the recommendation in the study of moving a deputy assigned property/evidence duties to a civilian position. The study's reasoning for an increase to 42 deputies was the benefits of creating a fourth patrol district or rover position. The Sheriff has stated a desire to increase the minimum staffing on patrol.

Sheriff's Lieutenant (Sheriff) (+1.0 FTE)

The July 2020 study by Matrix Consulting Group addressed the need for a night shift lieutenant in patrol. The lieutenant position had previously been eliminated in December 2016. The Sheriff has indicated that he moved the lieutenant in Criminal Investigation Division, so effectively this additional lieutenant would be moved to that position.

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

During FY21 budget process the Treasurer's office requested two additional Multi-Service Clerks. One position was added in FY 21 and another in FY22 for a total of 19 FTE. The department is requesting an additional FTE for FY23 stating that they're still experiencing challenges keeping up with phone calls, increased demand for "blackout" plates, and online renewals of plates and tax payments. The workload continues to create delays in dealer paperwork.

Proposed Action

Many of the positions result in needs for additional equipment or office space that would be addressed through the Capital Budget. The annual costs to the General Fund is \$1,223,283 as itemized in the attached spreadsheet. If approved these changes are scheduled to take effect July 1, 2022, unless noted otherwise.

FY23 Organizational Changes:

<u>Department</u>	<u>Position</u>	<u>FTE Change</u>	<u>Additional Salary</u>	<u>Benefits & Taxes</u>	<u>Total</u>
Budget & Administrative Services	Intern	0.25	\$7,200	\$1,206	\$8,406
Community Services	Ofc Asst to Sr Ofc Asst	0	\$2,101	\$359	\$2,460
Community Services	Sr. Admin Asst to Admin Support Supv	0	\$3,265	\$558	\$3,823
Conservation	Golf Maint Tech	-1			
Health	MCAH	0.1	\$0	\$0	\$0
Health	Sr. Admin Asst	1	\$47,278	\$30,738	\$78,016
HR	PT Ofc Asst	0.5	\$16,796	\$2,870	\$19,666
Sheriff	Classification Specialist	1	\$49,629	\$31,140	\$80,769
Sheriff	Sex Offender Registry Spec	0	\$2,309	\$395	\$2,704
Sheriff	Deputy	5	\$286,000	\$160,938	\$446,938
Sheriff	Lt	1	\$91,582	\$37,916	\$129,498
Sheriff	Cor Sgt	4	\$253,427	\$133,613	\$387,040
Treasurer	Multi-Service Clerk	1	\$35,277	\$28,687	\$63,964
total		12.85	\$787,664	\$427,213	\$1,223,283

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 17, 2022

APPROVAL OF CLASSIFICATION AND STAFFING ADJUSTMENTS AS DISCUSSED DURING THE FISCAL YEAR 2023 BUDGET REVIEW PROCESS

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

Section 1. That the table of organization for the Budget and Administrative Services Department be increased by 0.25 Intern (total 0.25 FTE).

Section 2. That the table of organization for Community Services Department be decreased by 1.0 FTE Office Assistant (total 0.0 FTE) and increased by 1.0 FTE Senior Office Assistant (total 3.0 FTE).

Section 3. That the table of organization for Community Services Department be decreased by 1.0 FTE Senior Administrative Assistant (total 0.0 FTE) and increased by 1.0 FTE Administrative Support Specialist (total 1.0 FTE). The position shall be placed at the salary range 25.

Section 4. That the table of organization for Conservation Department be decreased by 1.0 FTE Golf Maintenance Technician (total 0.0 FTE).

Section 5. That the table of organization for the Health Department be increased by 0.1 FTE Maternal, Child, Adolescent Nurse (total 0.5 FTE) to reflect actual hours.

Section 6. That the table of organization for Health Department be increased by 1.0 FTE Senior Administrative Assistant (total 1.0 FTE).

Section 7. That the table of organization for Human Resources Department be increased by 1.0 FTE Office Assistant (total 1.0 FTE)

Section 8. That the position of Sex Offender Registry Specialist in the Sheriff's Office be modified to reflect a pay range of 20.

Section 9. That the table of organization for Sheriff's Office be increased by 1.0 FTE Classification Specialist (total 3.0 FTE).

Section 10. That the table of organization for Sheriff's Office be increased by 4.0 FTE Corrections Sergeant (total 18.0 FTE).

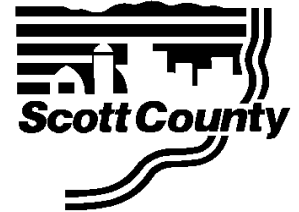
Section. 11. That the table of organization for Sheriff's Office be increased by 5.0 FTE Sheriff Deputy (total 43.0 FTE).

Section 12. That the table of organization for Sheriff's Office be increased by 1.0 FTE Sheriff's Lieutenant (total 4.0 FTE).

Section 13. That the table of organization for Treasurer's Office be increased by 1.0 FTE Multi-Service Clerk (total 20.0 FTE).

Section 14. This resolution shall take effect July 1, 2022. However, Section 4 is effective immediately and Section 1 is effective May 1, 2022.

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



March 17, 2022

To: Board of Supervisors

From: Kerri Tompkins

RE: Request to over hire Senior Election Clerk due to pending retirement

The Scott County Auditor's Office has been notified that Jeff Renkes, Senior Elections Clerk, intends to retire from Scott County's service after a 22 year career here at Scott County as of August 5, 2022. The loss of Mr. Renke's experience, commitment and dedication cannot be replaced and will certainly be detrimental to the election department.

As you know, there is a June primary election and November general election in the coming months. Therefore, I am requesting permission to immediately begin the search and hiring process. I am requesting to post the position as soon as it is finalized with Human Resources and begin the recruitment period. Ideally, I would have a new hire on board to participate in the June primary, a two to three month overlap to bring the new individual up to speed for the November general election.

A resolution is attached for consideration and thank you for your consideration and on-going support.

The over hire budget authority will require a budget amendment to be finalized in May 2022.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

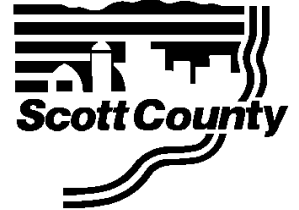
MARCH 17, 2022

APPROVAL OF THE REQUEST TO OVERFILL THE
SENIOR ELECTIONS CLERK POSITION.

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

- Section 1. That the request to overfill the SENIOR ELECTIONS CLERK position through August 5, 2022 to facilitate a smooth transition is hereby approved.
- Section 2. 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



March 17, 2022

To: Board of Supervisors

From: Kerri Tompkins

Re: Elections Specialist

Please know there has been an offer made to fill the Elections Specialist position with the candidate being Bryan Nash. Due to his professional experience, I am asking to compensate Mr. Nash at a Step 5, \$60,403.20. 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 bachelor's degree in electronic engineering with experience in fleet management (inventory, organization and software installation) and customer service. In addition, he has extensive experience in creating and maintaining detailed user manuals and procedures as well as training on numerous levels (students, co-workers and new employees).

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



Scott County Health Department

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

March 8, 2022

To: Scott County Board of Supervisors
From: Amy Thoreson, Health Director

Subject: Health Fiscal Manager

The Health Department recently completed the search process for our Health Fiscal Manager position. A tentative offer has been made to Nicole Miller. Ms. Miller has considerable experience working in public accounting at two area school districts and been in a supervisor role for the last 5.5 years.

Due to Ms. Miller's experience, I am requesting the Board to approve filling the position of Health Fiscal Manager by Nicole Miller at midpoint salary of \$73,465.60. I also request that Ms. Miller accrue an annual vacation leave credit of 120 hours.

Cc: Mahesh Sharma, County Administrator
Mary Thee, Assistant County Administrator/HR Director



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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 17, 2022

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Bryan Nash for the position of Elections Specialist in the Auditor's Office at step 5.

Section 2. The hiring of Nicole Miller for the position of Fiscal Health Manager in the Health Department at step 7 and annual vacation accrual of 3 weeks.

Section 3. The hiring of Jesse Handley for the position of Correction Officer in the Sheriff's Office at entry level rate.

Section 4. The hiring of Nicholas Doage for the position of Correction Officer in the Sheriff's Office at entry level rate.

Section 5. The hiring of William Soseman for the position of part-time custodian in the FSS department at entry level rate.

Section 6. The hiring of Jonathon Gibbs for the position of Detention Youth Counselor in JDC at the entry level rate.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

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



March 2, 2022

TO: Mahesh Sharma, County Administrator
FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services
RE: FY22 Budget Amendment

On March 17, 2022, the County will present its official public hearing on the 2022 Budget Amendment. This budget amendment is the County's annual estimate of expenditures and transfers that were adjusted or calculated since the budget was approved in March 2021. The Budget Amendment was presented in the County's two official newspapers on March 2, 2022. The amendment is scheduled to be approved March 17, 2022.

Following are the highlights of this amendment:

Public Safety & Legal Services, an increase of \$908,973, is requested to be amended for grant utilization, and extradition of prisoner's / placement out of county.

Department	Amount (rounded)	Description
Health	\$350,000	Grant Utilization
JDC	\$85,100	Service Contracts; School of Instruction; Overtime
Non-Departmental	\$84,000	Separation Compensation; Vehicle Maintenance; Grant Utilization
Sheriff	\$420,000	Bonus Pay; Equipment; Out of County Placement; Supplies.
Medic Ambulance	(\$29,800)	Contract Estimate

Physical Health & Social Services, an increase of \$139,000, is requested to be amended for grant utilization, mandated services and change in deferred compensation expenditures.

Department	Amount (rounded)	Description
Community Services	(\$56,000)	Estimate of Rental and Burial Expense; County Services
Health	\$16,000	Grant Utilization
Non-Departmental	\$179,000	Separation Compensation; Contribution to Youth Assessment Program

Mental Health, ID and DD, a decrease of (\$943,238) is for estimate of general expenditures.

Department	Amount (rounded)	Description
Community Services	(\$943,238)	Change in Estimate of Local Services and Transfer to Region

County Environment & Education, an increase of \$3,071,037 is requested for bank service charges; APRA Grant utilization and separation compensation.

Department	Amount (rounded)	Description
Conservation	\$32,000	Bank Service Charges; Utilities; Benefits
Non-Departmental	\$3,040,000	Separation Compensation; ARPA Grant Allotment - Housing
Planning and Development	(\$1,100)	Memberships / Professional Services

Roads and Transportation, an increase of \$633,400, is requested to be amended for line item detail for estimate of project and operations progress.

Engineering	\$181,500
Roads (maintenance)	\$350,000
New Equipment	\$100,000
Tools / Maintenance / Supplies	\$2,000

Government Services to Residents, an increase of \$47,412 is requested to be amended for department review of supplies, separation compensation, overtime; and change in maintenance.

Department	Amount (rounded)	Description
Auditor	\$5,000	Supplies

Non-Departmental	\$40,000	Separation Compensation
Recorder	(\$2,200)	Overtime
Treasurer	\$5,700	Maintenance

Administration, an increase of \$131,338 is requested to be amended from change in deferred compensation, software maintenance, and professional services.

Department	Amount (rounded)	Description
Administration	(\$800)	Change in Meal Reimbursement
Attorney	(\$127,500)	Liability Insurance Estimates
Auditor	(\$600)	Subscriptions
Board of Supervisors	(\$1,000)	Travel
Information Technology	\$320	Internet Allowance
FSS	\$174,000	Utilities; Professional Services; Rent
Non-Departmental	\$27,500	Separation Compensation; Maintenance
Treasurer	\$60,000	Change in Service Delivery Fees.

Debt Service, an increase of \$5,100, is requested to be amended for FY 22 for estimate bank charges and professional services.

Capital Projects, an increase of \$8,329,640, is requested to be amended for FY 22 Capital Project estimate –SECC Radio Project, acquisition of warehouse space, juvenile facility expansion, General technology, Conservation capital projects and Secondary Roads capital projects.

Revenues have been amended by \$6,910,121 to reflect the grant utilization, permits, charges for services, interest revenue and general estimates.

Revenue	Amount (rounded)	Description
Other County Taxes / TIF Tax Revenues	\$880,000	Gaming and L.O.S.T. taxes estimates
Intergovernmental	\$4,971,000	Commercial and Industrial Rollback Backfill; FEMA Grants; CARES Act; ARPA Grants; General Grants
Licenses and Permits	(\$22,000)	Dept. Estimate
Charges for Services	\$769,000	Dept. Estimate
Use of Money & Property	(\$85,000)	Dept. Estimate
Miscellaneous	281,047	Dept. Estimate
Proceeds of Fixed Asset Sales	\$116,000	Dept. Estimate

Transfers between funds are recommend to change by \$6,907,524 to fund Capital from the FY 21 budgetary savings, and conservation capital projects from the use of restricted assets within the general and capital fund.

Unassigned fund balance of the General Fund is projected to decrease by \$353,052 on the re-estimates of budget levels, and the release of restricted equity for statutory programs.

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

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

MARCH 17, 2022

APPROVING A BUDGET AMENDMENT TO THE FY22 COUNTY BUDGET

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

Section 1. A budget amendment to the current FY22 County Budget as presented by the County Administrator is hereby approved as follows:

<u>SERVICE AREA</u>	<u>FY22 AMENDMENT AMOUNT</u>
Public Safety and Legal Services	\$908,973
Physical Health and Social Services	\$139,000
Mental Health, ID & DD	(\$943,238)
County Environment and Education	\$3,071,037
Roads and Transportation	\$633,400
Government Services to Residents	\$47,412
Administration	\$131,338
Debt Service	\$5,100
Capital Projects	\$8,329,640
Operating Transfers Out	\$6,907,524

Section 2. This resolution shall take effect immediately.

December 21, 2021

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

Re: Findings of the Scott County Compensation Board

Dear Chair Beck and Board of Supervisors:

As Chair of the Scott County Compensation Board, I am writing to inform you of the Compensation Board's recommendations for salaries based on our meetings held on December 20, 2021. For the fiscal year 2023, the proposed salaries for the upcoming year are as follows:

Auditor	(4.00%)	\$ 96,479
County Attorney	(4.00%)	\$161,155 ¹
Recorder	(4.00%)	\$ 96,479
Sheriff	(8.00%)	\$154,004
Treasurer	(4.00%)	\$ 96,479
Board Member, Board of Supervisors	(4.00%)	\$ 46,145
Chair, Board of Supervisors	(+ \$3,000)	\$ 49,145

The Board, after consideration of comparable salaries of various elected officials, determined as its recommendation, the above salaries and their percentage increase.

Please contact me with any questions.

Sincerely,



Patt Zamora
Compensation Board Chair

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

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

March 17, 2022

APPROVAL OF FISCAL YEAR 2023 COMPENSATION SCHEDULE FOR COUNTY ELECTED OFFICIALS AND DEPUTY OFFICE HOLDERS

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

Section 1. The Fiscal Year 2023 salary schedule for Elected County Officials as recommended by the Scott County Compensation Board is hereby approved as follows:

<u>Position</u>	<u>Annual Salary (effective 7/1/2022)</u>
Auditor	\$ 96,489
County Attorney	\$161,155 ¹
Recorder	\$ 96,489
Sheriff	\$154,004
Treasurer	\$ 96,489
Board Member, Board of Supervisors	\$ 46,145
Chair, Board of Supervisors	\$ 49,145

Section 2. The Fiscal Year 2023 salary schedule for Deputy Office Holders is hereby approved as follows:

<u>Position</u>	<u>Annual Salary (effective 7/1/2022)</u>
First Assistant Attorney (85%)	\$136,982 ¹
Second Deputy Recorder (85%)	\$ 82,016
Chief Deputy Sheriff (85%)	\$130,903
Chief Deputy Sheriff – Captain (83%)	\$127,823

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

Section 4. This resolution shall take effect July 1, 2022.

1. Salary may need to be reduced depending on Judicial Branch setting of District Court Judge's salary pursuant to Iowa Code §331.752(5)

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
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SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 17, 2022

APPROVAL OF ADJUSTMENT IN SALARY FOR NON-REPRESENTED COUNTY
EMPLOYEES FOR FISCAL YEAR 2023

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

- Section 1. The salary ranges for County positions included in the Non-represented group shall be adjusted on July 1, 2022 by increasing the salary range by three percent (3.00%).
- Section 2. For the purpose of determining an hourly rate of pay for the Non-represented group, the annual base salary shall be divided by 2,080 hours.
- Section 3. The top of the salary schedule for Seasonal Health Worker, Planning Intern, Budget Intern and Seasonal Maintenance Worker (Roads) in the Z schedule of the pay plan shall be increased by three percent (3.00%).
- Section 4. The hourly rate for the part-time LPN and RN/EMT-P for the Immunization Clinic and Correctional Health Nurse for Jail Health in the Z schedule of the pay plan shall be increased by three percent (3.00%).
- Section 5. This resolution shall take effect July 1, 2022.

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600 West Fourth Street
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www.scottcountyiowa.com



March 2, 2022

TO: Mahesh Sharma, County Administrator

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

RE: FY2023 Budget Adoption

Please find attached the resolution to approve the FY23 Budget Adoption. The public hearing is to be held on Thursday, March 17, 2022 and advanced notice of the hearing was published according to state law in the two official County newspapers. The recommended tax levy is below the legal maximum approved at the February 17, 2022 maximum tax levy hearing.

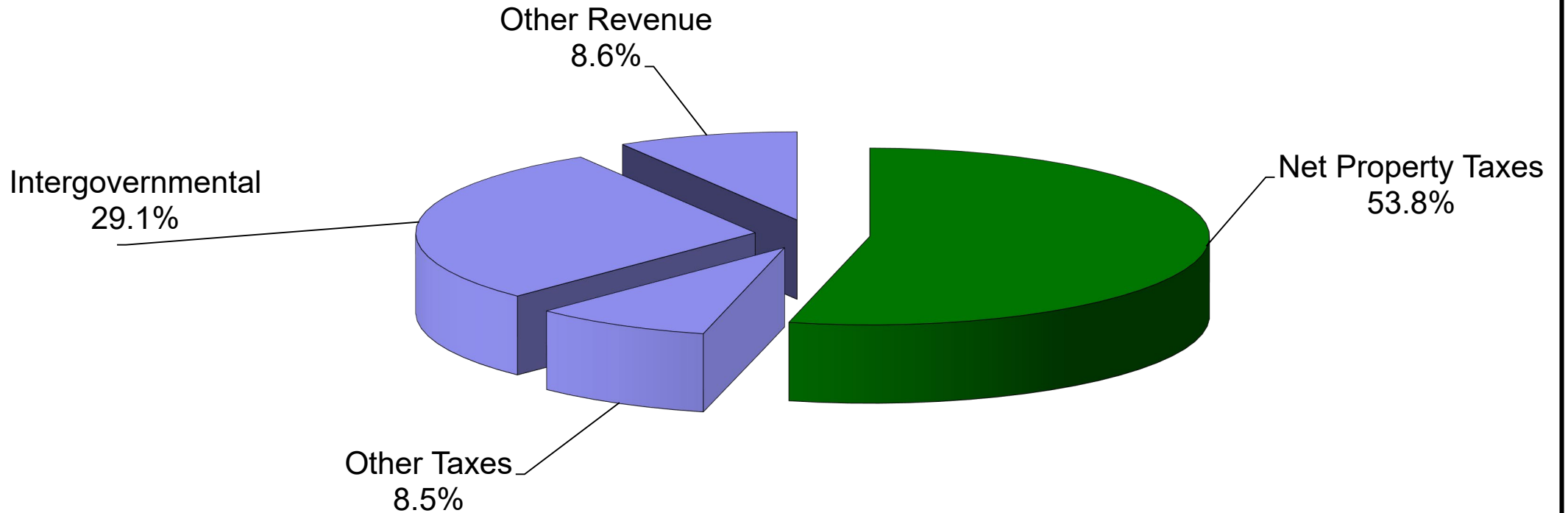
FY23 Budget Hearing Public Hearing

March 17, 2022



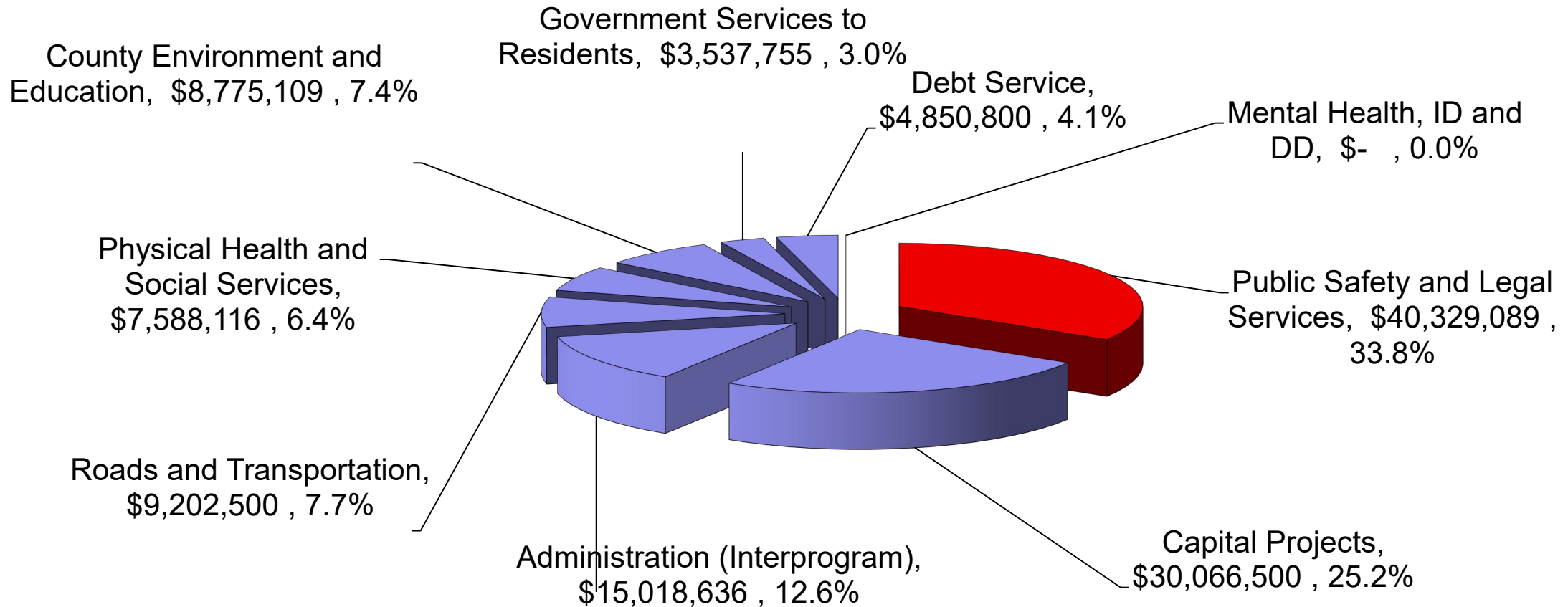
FY 23 Revenues by Source

FY23 BUDGET: \$109,524,645



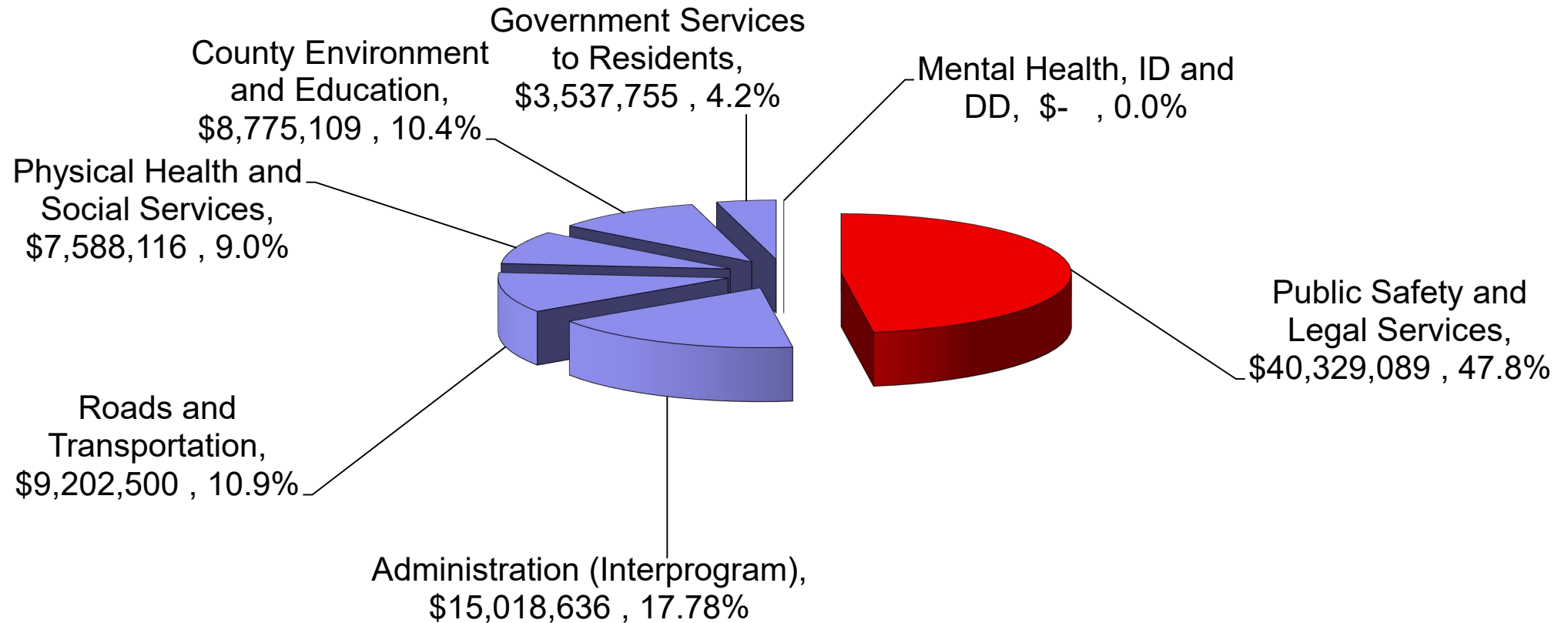
Overall Budget

FY23 BUDGET: \$119,368,505



FY 23 Operating Budget

FY23 BUDGET: \$84,451,205



Budget Summary

Functional Area	Public Hearing	Recommend Budget 22/23	Re-Estimate 21/22	Actual 20/21
Public Safety and Legal Services	\$41,620,000	\$40,329,089	\$38,456,488	\$34,599,952
Physical Health and Social Services	\$8,200,000	\$7,588,116	\$7,065,476	\$7,925,141
Mental Health, ID & DD	\$0	\$0	\$4,623,184	\$5,853,788
County Environment and Education	\$9,250,000	\$8,775,109	\$8,592,441	\$5,006,358
Roads & Transportation	\$9,600,000	\$9,202,500	\$8,968,000	\$6,295,749
Government Services to Residents	\$4,000,000	\$3,537,755	\$3,212,914	\$3,108,837
Administration (Interprogram)	<u>\$15,500,000</u>	<u>\$15,018,636</u>	<u>\$13,680,413</u>	<u>\$12,582,267</u>
Operating Budget	\$88,170,000	\$84,451,205	\$84,598,916	\$75,372,092
Debt Service	\$4,850,800	\$4,850,800	\$4,853,249	\$4,871,446
Capital	<u>\$31,000,000</u>	<u>\$30,066,500</u>	<u>\$16,553,927</u>	<u>\$13,261,145</u>
Total Expenditures	<u>\$124,020,800</u>	<u>\$119,368,505</u>	<u>\$106,006,092</u>	<u>\$93,504,683</u>

County Budgeting – Budgeting for Outcomes

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

8 Service Areas

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

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

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

Financially Responsible

- County Wide
- Dept.

Economic Growth

- County Wide
- Dept.



Performing Organization

- County Wide
- Dept.

Great Place to Live

- County Wide
- Dept.

FY23 Budget Overview

- General Fund Budget
 - COLA / Steps / Benefit Estimates
 - Required transfers – SECC, EMA, Secondary Roads
 - Youth Assessment Program Funded - \$140,000
- Ending General Fund Unassigned Balance Estimate \$12,190,501 or 17.0% of FY 23 expenditures
- Urban Levy Rate  FY22 – \$6.04 FY23 – \$5.95; Impact 5.50% Decrease Same Value
- Rural Levy Rate  FY22 – \$8.94 FY22 – \$8.82; Impact 5.50% Decrease Same Value
- County capital budget fully funded without borrowing; \$30.7M and six year plan of \$95.2 M fully funded without borrowing.
- County budgeted funds at \$119,368,505 to fund operating and capital budget; \$1,351,776 for golf course; total budget of \$120,720,281.



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 17, 2022

ADOPTING THE FY23 COUNTY BUDGET IN THE AMOUNT OF \$120,720,281
THE COUNTY'S FY 23 CAPITAL BUDGET AND FY24-27 CAPITAL PROGRAM.

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

Section 1. The FY23 County Budget as presented by the County Administrator and as reviewed and considered by this Board is hereby adopted in the amount of \$120,720,281 (which includes budgeted \$119,368,505 Governmental fund and the Golf Course Enterprise Fund in the amount of \$1,351,776, a non-budgeted fund for State certification purposes).

Section 2. The total amount of service area:

<u>Service Area</u>	<u>Amount</u>
Public Safety & Legal Services	\$40,329,089
Physical Health & Social Services	7,588,116
County Environment & Education	8,775,109
Roads & Transportation	9,202,500
Government Services to Residents	3,537,755
Administration (interprogram)	<u>15,018,636</u>
Subtotal Operating Budget	\$84,451,205
Debt Service	4,850,800
Capital Projects	30,066,500
Subtotal County Budget	\$119,368,505
Golf Course Operations	<u>1,351,776</u>
TOTAL	<u>\$120,720,281</u>

Section 3. The FY23 capital budget and FY24-27 capital program is hereby adopted.

Section 4. The County's Urban Levy rate for FY 23 shall be \$5.95000 per \$1,000 taxable valuation in Urban Areas. The County's Rural Levy rate for FY 23 shall be \$8.82004 per \$1,000 taxable valuation in Rural Areas.

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

Section 6. This resolution shall take effect immediately.

MISSISSIPPI VALLEY WORKFORCE AREA**CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT**

This Agreement is entered into by the County Elected Officials of Des Moines, Lee, Henry, Louisa, Clinton, Jackson, Scott and Muscatine counties, hereinafter collectively referred to as Chief Elected Officials (CEOs). The purpose of this Agreement is to describe how CEOs will organize themselves and act to fulfill their responsibilities for Workforce Innovation and Opportunity Act (WIOA) services provided in the Mississippi Valley Workforce Area (MVWA) a Local Workforce Development Area approved by Iowa Workforce Development under WIOA.

A. GENERAL PROVISIONS

1. The name of the Agreement shall be the Mississippi Valley Workforce Area Chief Elected Officials Shared Liability Agreement.
2. This Agreement reflects the unanimous decisions of all eight county CEOs holding office at the time of signing.

B. CEO DESIGNATION AND ORGANIZATION

1. Each CEO signing this Agreement shall assume the roles and responsibilities assigned collectively to the CEOs under WIOA.
2. Each CEO may appoint a member of the county board of that county to act in his or her place under this Agreement.
3. Should any member of the Agreement have a conflict of interest pertaining to any issue coming before the CEOs, or if there is an appearance of a conflict of interest, that member shall declare any such conflict prior to any discussion on the issue and shall refrain from voting on said issue.
4. The CEOs shall comply with the Iowa Open Meetings Act and shall operate under Robert's Rules of Order.
5. It is the intent of all CEOs that WIOA services be provided to all counties within this Local Area on an equitable and fair basis, taking into account the total funds available and the proportional need for services of each county.

C. PROCESS FOR SELECTION OF CLEO AND CEO REQUIREMENTS

1. The CEOs shall select by majority vote from among their members a Chief Lead Elected Official (CLEO), and Vice-CLEO to be elected annually at the first meeting of each calendar year. The CLEO has signatory authority for CEOs as may be required to provide for the continuous provision of WIOA services in MVWA. The CLEO will collaborate

with the Vice-CLEO on WIOA services and shall grant the Vice-CLEO signing authority in the CLEO's absence. The CLEO and Vice-CLEO shall be elected at the first meeting of each calendar year upon the approval of this Agreement and shall serve for a term of one year and may serve multiple terms by a majority vote of the CEOs. An election of the CLEO and Vice-CLEO shall be held annually thereafter.

2. The CLEO shall preside over each meeting.
3. The CLEO shall provide an agenda prior to each meeting. Any member may request an item be added to the agenda.
4. The CEOs shall meet on a regular basis to conduct the business required of them under WIOA. These meetings shall be held not less frequently than bi-monthly.
5. Five members or more shall represent a quorum at meetings.
6. Following the last meeting of each calendar year a letter will be sent to each County Board of Supervisors reporting the CEOs attendance for that calendar year.
7. CEOs who have three (3) consecutive unexcused absences will be contacted by the CLEO and a letter will be written to that CEOs County Board of Supervisors. An absence will be deemed to be excused if prior notice is given to the CLEO or board staff that the individual is unable to attend a meeting prior to the start time of the meeting.
8. The CLEO will not for the term as CLEO serve as the highest-ranking officer on any board or other entity that governs the fiscal agent or a direct service provider.
9. The CLEO will serve as the signatory for the group of CEOs. The CLEO will act on behalf of the CEOs and will collaborate with the Mississippi Valley Workforce Development Board (MVWDB) chair on a number of issues and tasks.

D. NOMINATION AND APPOINTMENTS TO THE MVWDB

The CEOs have the exclusive responsibility to appoint members to the MVWDB from individuals recommended or nominated by each class of membership.

1. The CEOs shall insure that private sector MVWDB members are nominated timely to expedite approval of these nominees by the state.
2. The CLEO will contact appropriate businesses, workforce or educational entities, including chambers of commerce, labor representatives and local educational entities serving the local service delivery area, to request nominations for MVWDB membership.
3. The CEOs shall appoint members to ensure that at all times a majority of MVWDB membership (minimum 51%) are business representatives which represent business

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

owners, chief executive officers, and other executives with optimum policy making or hiring authority and provide employment in in-demand industry sectors or occupations in the Local Area. At least two of the business representatives must represent small businesses as defined by the Small Business Administration. CEOs shall seek business nominations from local business organizations and trade associations.

4. The CEOs shall appoint members to ensure that at all times not less than 20% of the MVWDB membership are workforce representatives which represent labor organizations, joint labor-management or union affiliated registered apprenticeship programs, nominated by labor organizations by local labor federations or by other representatives of employees. Other additional positions can be filled by community-based organizations that have demonstrated experience and expertise addressing the employment, training or education needs of veterans or individuals with disabilities, and representatives of organizations that have demonstrated experience and expertise in addressing the employment, training and education needs of eligible youth, including out-of-school youth.
5. The CEOs shall appoint members to ensure that at all times there is a representative from adult education and a representative from higher education providing workforce investment activities including community colleges. Additional positions may include representatives of local educational agencies and community-based organizations with expertise in serving individuals with barriers to employment
6. When there is more than one local area provider of adult education services or multiple higher education institutions providing workforce activities, nominations will be solicited from those providers and institutions. This requirement provides for a representative selection process for these membership categories.
7. The CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment service under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. Additional positions may include a member from agencies running transportation, housing, or public assistance programs or members from philanthropic organizations.
8. CEOs will ensure that overall members of the MVWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation representatives, will be balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.
9. An individual may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described above.
10. Each CEO, or designee, is responsible for appointing private sector members from the CEO's county. These members must reside or work within the county of appointment.

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

11. A CEO may appoint a member who lives or works in a different county if that appointee meets all the requirements and is approved by the CEO from which the appointment would normally come.
12. The CEOs will determine if any additional members shall be appointed beyond those minimally required by WIOA or the state. If any such appointments are made, the 51% business representative membership and 20% labor representative membership requirement shall be maintained.
13. The CEOs shall have a majority vote to appoint nominations to the MVWDB.
14. Appointments shall be for three-year terms with one-third of the membership to be appointed each year.
15. When nominating an individual to serve on the MVWDB, all nominating organizations will complete and submit the following nomination documentation to the CLEO for member selection and appointment.
 - a. Signed Conflict of Interest Form
 - b. Signed Member Nomination Form
16. Completed appointment documentation for MVWDB membership will be submitted to IWD for review, and the appointee will not be appointed to the MVWDB until the CLEO has received confirmation from IWD that the appointment has been affirmed.
17. CEOs shall perform an annual assessment of the Board's membership and performance to ensure that the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

E. REAPPOINTMENT OF MEMBERS

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within sixty (60) business days from the effective date of the term expiration. During the sixty (60) day period, the MVWDB will be able to legally act as a board and conduct business. If the CLEO fails to reappoint a MVWDB member in a required category within sixty (60) business days, the MVWDB will be out of compliance with membership composition requirements, and any business conducted shall not be considered legal, unless the MVWDB has a waiver in place in accordance with Vacancies.
3. The CLEO must indicate both the official beginning date of the reappointment and the official term expiration date on the nomination form.

F. CHANGE IN STATUS

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

1. Members may continue to serve on the MVWDB until:
 - a. Their term of office expires; however, the member may continue to serve until the replacement nominees' required documents are approved and confirmed in writing by the state
 - b. The classification under which they were appointed changes
 - c. The appointment is revoked by the appointing CEO
 - d. The member becomes incapacitated or otherwise unable to complete their term of office
 - e. The member resigns.
2. MVWDB members who no longer hold the position or status that made them eligible to represent a specific sector on the MVWDB must resign or be removed by the CLEO immediately as a representative of that entity. A resignation is not effective until it has been accepted by the CLEO.
3. Any changes to the membership of the MVWDB must be reported to IWD within ten (10) business days from the date of the change. Notification shall include.
 - a. The name of the MVWDB member
 - b. The nature of the change (addition, removal, etc.)
 - c. The organization represented
 - d. Job title
 - e. Category of inclusion (business, workforce, education & training, government/economic, and community development, other)

G. VACANCIES

CEOs will ensure that MVWDB vacancies are filled within sixty (60) business days from the time the vacancy was created, or a written request for a waiver has been completed and submitted to IWD.

H. MID-TERM APPOINTMENT

MVWDB members replacing outgoing members mid-term will serve the remainder of the outgoing member's term.

I. REMOVAL

1. The CLEO will remove MVWDB members in the event any of the following occurs:
 - a. Documented violation of conflict of interest
 - b. Failure to meet MVWDB member representation requirements, as defined in WIOA and in accordance with Local Board Membership Requirements
 - c. Documented proof of fraud and/or abuse
 - d. MVWDB members may be removed for other factors outlined in the board by-laws

J. DESIGNATION OF GRANT RECIPIENT/FISCAL AGENT

WIOA requires the CEOs to serve as the grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a unanimous decision CEOs may also elect to designate a fiscal agent to administer these funds and to fulfill the role of grant recipient. Even if CEOs designate a grant recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA.

In accordance with the flexibility of CEOs under WIOA, the CEOs:

1. The CEOs process for selecting the fiscal agent will consist of an in-depth analysis of the qualified organizations to perform the required fiscal agent roles and responsibilities outlined under WIOA. The fiscal agent will be selected by a majority vote of the CEOs. CEOs can base the selection on a variety of factors including but not limited to cost, the organizations experience, staff availability and qualifications, and past performance for handling federal funds. The CEOs may select the fiscal agent through any means including appointment as identified under WIOA or any type of procurement option approved by the CEOs.
2. The CEOs expect the fiscal agent to comply with all federal and state rules and regulations pertaining to the responsibilities of grant recipient/fiscal agent as defined under WIOA law, regulations, and State of Iowa policy. The fiscal agent is responsible for the following functions:
 - a. Receive funds
 - b. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, the Workforce Innovation and Opportunity Act and the corresponding Federal Regulations and State policies
 - c. Respond to audit financial findings
 - d. Maintain proper accounting records and adequate documentation
 - e. Prepare financial reports
 - f. Provide technical assistance to subrecipients regarding fiscal issues
 - g. At the direction of the MVWDB, the fiscal agent may also:
 - i. Procure contracts or obtain written agreements
 - ii. Conduct financial monitoring on service providers and
 - iii. Ensure independent audit of all employment and training programs

K. MISSPENT FUNDS OR DISALLOWED COSTS

1. The CEOs expect the fiscal agent to assume primary liability for any disallowed costs associated with the provision of fiscal agent services and shall be held liable for any disallowed costs by the CEOs.
2. The CEOs recognize that the designation of a fiscal agent does not absolve CEOs of their collective liability for misspent WIOA funds. In the event WIOA expenditures are disallowed and CEOs are unsuccessful at obtaining repayment from the fiscal agent each

county shall be responsible for a portion of any such liability. The apportionment will be divided equally between the eight counties in the LWDA.

3. The CEOs recognize that the required payment of disallowed costs must be made from non-federal funding sources.

L. CEO PARTNERSHIP WITH THE LOCAL WORKFORCE DEVELOPMENT BOARD

1. The CEOs and MVWDB shall develop and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA. The completed local plan shall be approved by CEOs at a scheduled CEO meeting. The CEOs and MVWDB must be in agreement on the local plan before the plan can be submitted to IWD. The local plan must be consistent with the state plan.
2. In partnership with the MVWDB, the CEOs shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area. They will ensure the appropriate use and management of the funds provided in the local area and ensure the appropriate use and management, and investment of funds to maximize performance outcomes.
3. To fulfill our oversight responsibilities under WIOA, the CEOs shall receive from its designated grant recipient/fiscal agent (if applicable) the following information for review prior to each meeting:
 - a. Reports and other documents that summarize the current financial conditions of all WIOA grants awarded to MVWA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities under this Agreement.
 - b. Reports and other documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
4. The MVWDB, with the approval of the CEOs shall designate a one stop operator through a competitive process and may terminate for cause the eligibility of such operators pursuant to WIOA section 107(d)(10).
5. The MVWDB shall develop a board budget, with the approval from the CEOs. The MVWDB shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The grant recipient/fiscal agent must distribute grant funds as approved by the CEOs provided that the disbursement does not violate WIOA or any other applicable law.
6. The CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

7. The MVWDB, with approval from the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the one-stop delivery system in the local area with the One-Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved by the CEOs at scheduled meetings.

M. CONSULTATION WITH IOWA WORKFORCE DEVELOPMENT

1. The MVWDB, the CEOs, and IWD shall negotiate and reach agreement on local performance accountability measures.
2. The CEOs will consult with IWD in the development of a reorganization plan, following decertification of the MVWDB for fraud, abuse, failure to carry out functions, or non-performance.
3. In conjunction with IWD the CEOs will carry out statewide Rapid Response activities using funds reserved by IWD, including additional assistance to local service delivery areas that experience disasters, mass layoffs, or plant closings, or other events that precipitate substantial increases in the number of unemployed individuals.
4. The CEOs, in coordination with IWD, and the MVWDB, shall establish and operate a fiscal and management accountability information system based on guidelines established by the Secretary after consultation with IWD, CEOs and the one-stop partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
5. The CEOs will consult with the Secretary of Labor or IWD regarding any federal or state-funded activity in the Local Area.

N. CEO DISPUTES

It is agreed that CEO decisions required under this Agreement shall be made in a democratic manner and that each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities covered by this Agreement.

O. AMENDMENTS

This Agreement may be amended or modified at any time by the affirmative vote of 75% of (6 members) of the eight county CEOs holding office at the time of modification.

P. SELECTION OF NEW CLEO

CHIEF ELECTED OFFICIAL SHARED LIABILITY AGREEMENT

When a new CLEO is selected in accordance with the CEO Agreement, the newly selected CLEO must submit to the MVWDB and IWD a written statement acknowledging that he/she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

Q. ELECTION OF NEW CEO

When a new CEO is elected within the MVWA, the newly elected official must submit to the MVWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

R. CEOS INFORMATION

County	Name	Email
Jackson	Jack Willey	jcbos@co.jackson.ia.us
Clinton	Jim Irwin	jirwin@clintoncounty-ia.gov
Scott	Brinson Kinzer	brinson.kinzer@scottcountyiowa.com
Muscatine	Nathan Mather	Nathan.Mather@co.muscatine.ia.us
Louisa	Chris Ball	CBall@louisacountyia.gov
Lee	Rick Larkin	rickleolarkin@gmail.com
Des Moines	Shane McCampbell	mccampbells@dmcounty.com
Henry	Chad White	cwhite@henrycountyiowa.us

S. DURATION

This Agreement shall be effective upon the approval of the Board of Supervisors of each of the member counties. The Agreement shall continue until WIOA is rescinded or MVWDB as currently designated is changed by the Governor or upon the CEOs request to amend this Agreement at any regularly scheduled meeting.

SIGNATURE PAGE

By signing below, I acknowledge that I have read and agree to the MVWA Chief Elected Official Shared Liability Agreement as amended at the March 2, 2022, CEO meeting. Multiple signature pages will constitute a fully executed MVWA CEO Shared Liability Agreement. Upon receipt of all signature pages this Agreement will become effective.

Signature	County	Date
_____	Jackson County	_____
_____	Clinton County	_____
_____	Scott County	_____
_____	Muscatine County	_____
_____	Louisa County	_____
_____	Lee County	_____
_____	Des Moines County	_____
_____	Henry County	_____

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 17, 2022

A RESOLUTION APPROVING THE MODIFIED THE MISSISSIPPI VALLEY
WORKFORCE AREA CHIEF ELECTED OFFICIAL
SHARED LIABILITY AGREEMENT

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

- Section 1. That the modified Mississippi Valley Workforce Area Chief Elected Official Shared Liability Agreement is approved.

- Section 2. This resolution shall take effect immediately.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 17, 2022

APPROVAL OF APPOINTMENT OF ARLEN BECK TO THE
VETERANS AFFAIRS COMMISSION

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

Section 1. That the appointment of Arlen Beck to the Veterans Affairs
Commission for a three (3) year term expiring on May 31, 2025
is hereby approved.

Section 2. This resolution shall take effect immediately.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

March 17, 2022

APPROVAL OF APPOINTMENT OF DR. MICHAEL FRANZMAN
TO THE BOARD OF HEALTH

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

Section 1. That the following appointment of Dr. Michael Franzman to the Board of

Health for an unexpired (3) year term expiring December 31, 2023 is hereby approved.

Section 2. This resolution shall take effect immediately.