

AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
April 27, 2023 - 5:00 P.M.

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

CALL IN INFORMATION 1-408-418-9388
ACCESS CODE: 2498 993 4899 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: Paustian, Rawson, Beck, Dickson, Maxwell,
2. Pledge of Allegiance.
3. Approval of Minutes:
April 11, 2023 - Committee of the Whole
April 13, 2023 - Board Meeting

Moved by _____ Second by _____

Paustian_____ Rawson_____ Beck_____ Dickson_____ Maxwell_____

4. ****Review Agenda****

5. 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.

Public Hearing

6. Public hearing relative to proposed amendment to Chapter 6 of the Code of Ordinances to add Section 6-5 (106) Snow Tubing Facility and Section 6-5(107) Snow Tubing Facility Concessions/Warming Area.

Open Public Hearing: Moved by _____ Seconded by _____

Paustian_____ Rawson_____ Beck_____ Dickson_____ Maxwell_____

Close Public Hearing: Moved by _____ Seconded by _____

Paustian_____ Rawson_____ Beck_____ Dickson_____ Maxwell_____

Consent

- 7. Resolution approving the second Federal Funding Agreement between Scott County and the Iowa Department of Transportation (Iowa DOT) for a bridge replacement project.
- 8. Resolution approving the purchase of a replacement patrol vehicle for the Sheriff's Office from Stivers Ford for \$46,195.
- 9. Motion to approve the TIF letter to go to the City of Walcott for the proposed amendment to the City's Consolidated Urban Renewal Area Plan to authorize the use of tax increment financing to incentivize development.
- 10. Resolution approving to award the contract to Midwest Best Waterproofing and Restoration Inc. to repair wall at the Eldridge Warehouse for \$29,750.
- 11. Resolution approving to renew a three (3) year agreement for Beacon GIS web service with Schneider Geospatial for the County's portion totaling \$38,300.00
- 12. Resolution approving the staff appointments.
- 13. Resolution approving the 2023 Slough Bill exemption requests for Scott County and 2023 Slough Bill exemption requests for properties located in the Cities of Davenport and Bettendorf.
- 14. Resolution approving of the FY23 Fund Transfers.
- 15. Resolution approving the claims in the amount of \$3,354,698.36.

Moved by _____ Seconded by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

Facilities & Economic Development

- 16. First of three (3) readings for amendment to Chapter 6 of the Scott County Code of Ordinances to add Section 6-5 (106) Snow Tubing Facility and Section 6-5(107) Snow Tubing Facility Concessions/Warming Area.

Moved by _____ Seconded by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

Finance & Intergovernmental

- 17. Motion to suspend the rules to waive the third reading of an ordinance to amend Chapter 3, with addition of section 3-17 Department of MEDIC EMS and section 3-18 Authority, Duties and Responsibilities of the MEDIC EMS Director.

Moved by _____ Seconded by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

- 18. Motion to waive the third reading of an ordinance to amend Chapter 3, with addition of section 3-17 Department of MEDIC EMS and section 3-18 Authority, Duties and Responsibilities of the MEDIC EMS Director.

Moved by _____ Seconded by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

- 19. Second and final reading to amend the Scott County Code Chapter 3, with addition of section 3-17 Department of MEDIC EMS and section 3-18 Authority, Duties and Responsibilities of the MEDIC EMS Director.

Moved by _____ Seconded by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

- 20. Resolution approving the setting of a public hearing for Thursday, May 25, 2023 at 5:00 p.m. during the Board Meeting for an amendment to the County's current FY23 Budget.

Moved by _____ Second by _____

Paustian _____ Rawson _____ Beck _____ Dickson _____ Maxwell _____

Other Items of Interest

- 21. County Administrator Report - Mahesh Sharma.
- 22. Board of Supervisors Report.
- 23. Adjourned. Moved by _____ Seconded by _____

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 # 2498 993 4899

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/j.php?MTID=m9deecd314f7e21aada120c941fbd946a>

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.

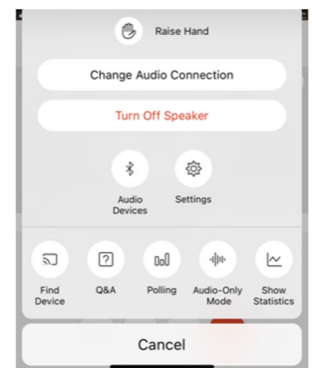
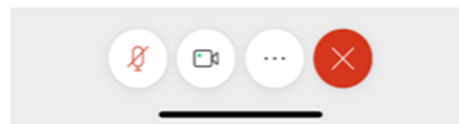
1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (*3 again)

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 ...



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

April 27, 2023

APPROVAL OF AGREEMENT FOR USE OF FEDERAL-AID FUNDS FOR A BRIDGE
REPLACEMENT PROJECT ON Z-30, OVER SPENCER CREEK, IN SECTION 6 OF
PLEASANT VALLEY TOWNSHIP - PROJECT NO. STP-S-C082(70)--5E-82

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

Section 1. That Agreement No. 6-23-HBP-009 for use of federal-
aid funds between Scott County and the Iowa Department of
Transportation for a bridge replacement project on Z-30
(Wells Ferry Road), over Spencer Creek, in Section 6 of
Pleasant Valley Township (Project No. STP-S-C082(70)--5E-
82) be approved.

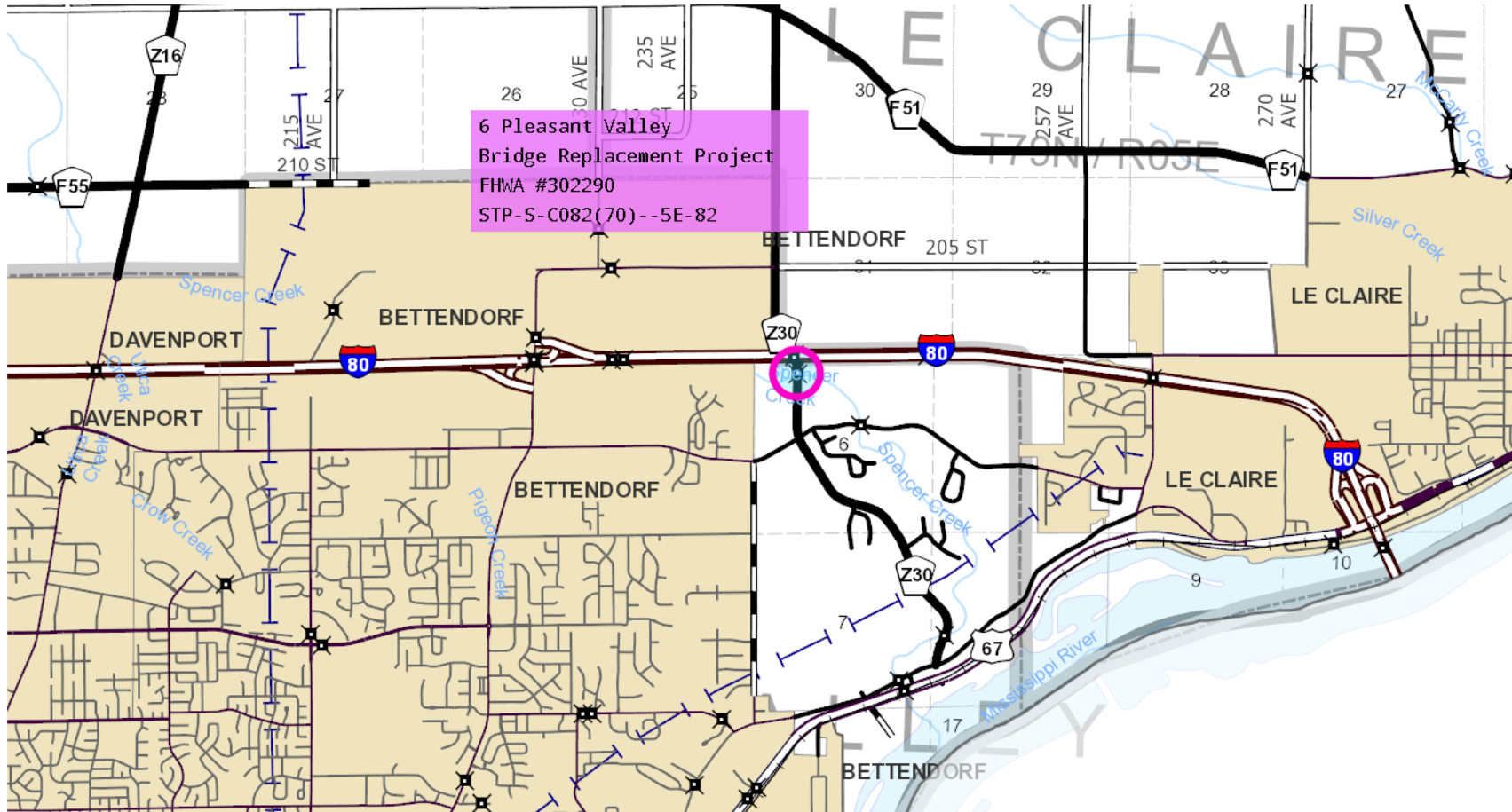
Section 2. That the Chairman be authorized to sign the
agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

6 Pleasant Valley

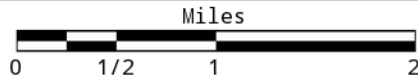
Scott - ICEASB Easy Map

8:35 AM, Wed, Jan 11, 2023



Feature Key

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



**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Scott County

Project No: STP-S-C082(70)--5E-82

Iowa DOT Agreement No: 6-23-HBP-009

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Scott County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide 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 with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the 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 person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Dillon Feldmann. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 302290
 - B. Location: On Z30 over Spencer Creek, S6 T78 RE5
 - C. Preliminary Estimated Total Eligible Construction Costs: \$1,050,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum ([I.M. 1.100](#)) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. 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 approval 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.

RECIPIENT: Scott County

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

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Dillon Feldmann, P.E.
Local Systems Field Engineer
Eastern Region

Date _____, _____

EXHIBIT 1 General Agreement Provisions for use of Federal Highway 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 Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, 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. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- 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 bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, 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 approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. 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, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

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 take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. [4.170](#), Farmland Protection Policy Act.
- c. 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 procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.

- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- 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 and [I.M. 3.680](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way 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 Utilities on 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.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, 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 approval 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, and execute the contract documents in Doc Express.
- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.

- 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 shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved 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 notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction 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.
- b. 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. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, 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: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- 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](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. 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.

8. Reimbursements.

- a. 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 once every six months, 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.
- 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. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. 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 Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal 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 Federal or State funds received, 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. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. 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 audit, 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 will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future 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 Federal 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 these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

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

APRIL 27, 2023

A RESOLUTION APPROVING THE PURCHASE OF ONE 2023 FORD EXPLORER,
POLICE INTERCEPTOR FOR THE SHERIFF'S OFFICE

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

- Section 1. That the quote for one 2023 Ford Explorer, Police Interceptor for the Sheriff's Office is approved and hereby awarded to Stivers Ford, Waukee, IA, for a total cost of \$46,195.
- Section 2. This resolution shall take effect immediately.

April 25, 2023

Mayor John Kostichek
Walcott City Council Members
Walcott City Hall
128 West Lincoln, PO Box 247
Walcott, IA 52773

RE: City of Walcott's proposed amendment to its Urban Renewal Area Plan in order to authorize the use of tax increment financing to incentivize development

Dear Mayor Kostichek:

Thank you for the opportunity to comment on the City of Walcott's most recently proposed amendment to its Urban Renewal Area Plan. The Scott County Board of Supervisors has reviewed the information provided to our TIF Review Committee by your City Clerk, Lisa Rickertsen. According to those documents, the City of Walcott will reimburse a maximum of \$750,000 back to Sterling Partners I, LLC to construct a new 250,000 SF warehouse building at Lot 1 of Iowa 80th Addition in the City of Walcott.

The Board supports the use of tax increment financing when it is used as an economic development incentive for businesses adding primary jobs that strengthen the local and regional economy. However, the creation of jobs is not guaranteed with this project. We understand that the intent is to move 20 existing jobs to this location, but that there will be 150,000 SF of new building available to lease which could lead to 20-50 more primary jobs in Scott County. The Board supports the fact that you have limited these reimbursement payments to four years which appears to be the minimum dollar amount to make the project feasible and the shortest possible duration.

The Scott County Board of Supervisors wants to continue the spirit of cooperation with the City of Walcott on economic development projects and we look forward to working with you in the future.

Sincerely,

Ken Beck, Chair
Scott County Board of Supervisors

cc: Scott County Board of Supervisors
Mahesh Sharma, Scott County Administrator
Lisa Rickertsen, Walcott City Clerk

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

April 27, 2023

A RESOLUTION APPROVING THE PROPOSAL FOR FOUNDATION AND WALL REPAIR WORK FOR THE WAREHOUSE, LOCATED AT 1400 LANCER COURT IN ELDRIDGE, IA TO MIDWEST BEST WATERPROOFING AND RESTORATION INC. IN THE AMOUNT OF \$29,750.00.

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

Section 1. That the award of foundation and wall repair work at 1400 Lancer Court, Eldridge, IA (Scott County Warehouse) in the amount of \$29,750.00 to Midwest Best Waterproofing And Restoration Inc. 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

April 27, 2023

APPROVAL OF CONTRACT WITH SCHNEIDER CORPORATION FOR THE BEACON
GIS WEB HOSTING SERVICE.

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

- Section 1. That the three-year contract in the total amount of \$38,300 with the Schneider Company for hosting and implementation of the Beacon Web GIS hosting solution is hereby approved.
- Section 2. That the contract represents hosting and implementation fees of \$13,744 for fiscal year 2024, \$12,112 for fiscal year 2025, and \$12,444 for fiscal year 2026.
- Section 3. That the Chairman is hereby authorized to sign said agreement.
- Section 4. This resolution shall take effect immediately.



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 (“PROFESSIONAL”) and **Scott County, Iowa; Scott County, Iowa - Assessor; City of Davenport, Iowa - Assessor**, whose place of business is: 600 West 4th Street, Davenport, IA 52801 (“CLIENT”).

1 Services.

PROFESSIONAL shall provide CLIENT with the following services (“Services”):

Beacon, Parcel Backfill Support and Agland™ Software Maintenance RENEWAL and add-on Beacon Assessment Map Layer, Comp Report Generator, Forms (Address Change), Property Tax Dollars, Bulk Printing and Tax Estimator. Effective July 1, 2023, WFS/REST Service and Beacon add-on Data Collection will be cancelled.

NOTE: This agreement replaces all previous agreements (including Authorizations to Proceed) contracted by CLIENT for these products and services.

A. Beacon Portal Development with Add-ons

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT’s property tax administration system Tyler Technologies.
- b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT’s CAMA real estate system Vanguard Appraisals.
- c. Property sales history from CLIENT’s CAMA real estate system (if available).
- d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).
- e. Property photos (if available and provided by CLIENT in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from CLIENT’s existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- j. PROFESSIONAL will provide an automated routine to transfer data from CLIENT’s local computer data sources to PROFESSIONAL’s servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by CLIENT:

HEADQUARTERS

Historic Fort Harrison
8901 Otis Avenue, Suite 300
Indianapolis, IN 46216

Ankeny, Iowa

1450 Southwest Vintage Parkway
Suite 260
Ankeny, IA 50023

a) **Account Management**

This add-on will allow CLIENT's **Beacon** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

b) **Assessment Appeal**

This add-on allows users to generate and submit assessment appeal petitions to CLIENT's local Board of Review from the **Beacon** web interface. Specific functionality includes the following:

- 1) **Petition Initiation** – A module on the Parcel Report page presents an option for the user to create an assessment appeal petition for the selected property.
- 2) **Choose Appeal Types** – After proceeding with the Petition Initiation, the user may select their grounds for appeal, including:
 - a) That said assessment is not equitable as compared with assessments of other like property in the County or City.
 - b) That said property is assessed for more than the value authorized by law.
 - c) That said property is not assessable, is exempt from taxes or is misclassified.
 - d) That there is an error in the assessment.
 - e) That there is fraud in the assessment.
- 3) **Comparable Search** – If the user chooses to compare the assessment with other like property, the user is taken to the Comparable Search page.
 - a) The Comparable Search form displays values from the selected property, and auto-set Comparable Search criteria.
 - b) The Comparable Search form will have search criteria pre-selected based on available Comparable Search fields and CLIENT preferences.
- 4) **Comparable Results** – When the user submits a Comparable Search they are taken to the Comparable Results page, which includes the following:
 - a) An instructions module to instruct the user that they may choose up to five (5) comparable properties to include on their petition.
 - b) Checkboxes on the Comparable Results table allow the user to select up to five (5) comparable properties. The table will restrict the user from selecting more than five (5) properties.
 - c) After the user has selected their comparable properties, they may click a button to "Generate Appeal Petition". This will include instructions to the user that they will review the petition before it is submitted to CLIENT.
- 5) **Petition Form** – A form is provided for the user to enter information regarding other grounds for appeal. The user may also enter their contact information, including their Name, Mailing address, Phone number, and Email address.
- 6) **Attach Supporting File Documents** – The user will have the option to upload and attach digital file documents from their computer to the **Beacon** site to submit with their appeal.
- 7) **Appeal Petition PDF** – **Beacon** will generate a PDF version of CLIENT's Assessment Appeal Petition Form and automatically insert relevant information on the form. A full version of the Appeal Petition Form and Comparable Properties will also be generated and available for download as PDF, including:
 - a) Parcel reports for each comparable property (if comparables were selected) – numbered (Comp #1, Comp #2, Comp #3...).
 - b) Map of property locations – labeled Comp #1, Comp #2, Comp #3...
- 8) **Submit the Appeal Petition** – After the user has reviewed and completed their Appeal Petition form and Additional information, they will have the ability to add a digital signature, then click a submit button to send the Appeal Petition to CLIENT's designated representative via email. This page will also give the user the option to download and save their own copy of the Appeal Petition.

c) **Assessment Layers Creation**

Assessment layers creation is the process of building up to six (6) pre-approved GIS data layers from CLIENT's real estate data or tax systems to CLIENT's **Beacon** and keep the attribute information up to date. The **Beacon** assessment layers creation process uses an automated routine that typically runs on a regular schedule kicked off by PROFESSIONAL's DataETL process. Common network administration activities, such as computer replacements, system upgrades, password resets, database year rollovers, and others, may affect the process, and this requires continual maintenance effort by PROFESSIONAL's support team. Additional charges may apply if backfill is not currently set up or is a new installation.

d) **Bulk Printing**

PROFESSIONAL will enable the Bulk Printing tool on CLIENT's **Beacon** website. The Bulk Printing tool will allow users to select up to fifty (50) parcels from parcel search results and generate a PDF containing any or all of the parcel report modules and/or Document Access PDF's for all selected parcels in the parcel search results list.

e) **Comp Report Generator**

PROFESSIONAL will add the Comp Report Generator to CLIENT's **Beacon** website. The Comparable Search Add-on for **Beacon** is also required for this functionality. Specific functionality for the Comp Report Generator includes the following:

- 1) **Report Initiation** – A module on the Parcel Report tab which presents an option for users to initiate a Comparable Properties Report.
 - a) After proceeding with the Report Initiation, the user is taken to the Comp Search tab.
 - b) The Comp Search form will display values from the selected property, and auto-set Comp Search criteria.
 - c) The Comp Search form will have search criteria pre-selected based on available Comp Search fields and CLIENT preferences.
- 2) **Comparable Search Results** – The Comp Results tab will be updated to include the following items if a user is generating Comparable Properties Report:
 - a) An instructions module will be added to instruct the user that they may choose up to five (5) Comp properties to include on their Comparable Properties Report.
 - b) Checkboxes will be added to the Comp Results table to allow the user to select up to five (5) Comp Results properties. The table will restrict the user from selecting more than five (5) properties.
 - c) After the user has selected their Comp Results properties, the user will click a button to "Generate Comparable Properties Report". This will include instructions to the user that they will review the petition before it is submitted to CLIENT.
- 3) **Comparable Properties Report** – The Comparable Properties Report will include a summary page, detailed parcel reports for the subject property and comp properties and a map of property locations.
 - a) Summary page will include a table with data regarding the subject property and up to five (5) comparable properties and a summary of the criteria used to search for the comps. Data fields will include:
 - i) PIN
 - ii) Real Key
 - iii) Address
 - iv) Neighborhood
 - v) Class
 - vi) Sale Price
 - vii) Sale Date
 - viii) Sale Type
 - ix) Description (Improvement)

- x) Exterior
- xi) Condition
- xii) Baths/HalfBaths
- xiii) Year Built
- xiv) Heated Area
- xv) Acres
- xvi) Number of Lots
- xvii) Lot SqFt
- xviii) Sale Price / SqFt
- b) Detailed parcel reports of each property – numbered (Comp #1, Comp #2, Comp #3...), with data from the **Beacon** site's Parcel Report tab.
- c) Map of property locations – labeled Comp #1, Comp #2, Comp #3...

f) **Comparable Search**

PROFESSIONAL will add the Comparable Search Add-On feature to CLIENT's **Beacon** website. This feature will include modules that allow users to search for comparable properties based on data from the CLIENT's existing real estate property and sales records.

g) **Comparable Search Results Export**

PROFESSIONAL will provide implementation services to deploy the **Beacon**. Comparable Search Data Export module to CLIENT's existing **Beacon** website. This module will allow users to download a digital copy of the Comparable Search Results data in Microsoft Excel compatible .xls or .csv file formats.

Contents of the data export file will include the same data columns and records as are displayed on the CLIENT's **Beacon** site's Comparable Results tab following the user's Comparable Search.

h) **Document Access**

PROFESSIONAL will add document access report module(s) on CLIENT's **Beacon** site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in **Beacon**.

i) **Forms**

PROFESSIONAL will add web pages representing the following property tax deduction or other application forms. All forms will be accessible from CLIENT's **Beacon** website.

- Sales Questionnaire Form
- Military Deduction Form
- Homestead Deduction Form
- Address Change Form

Forms will include automatic population of relevant data fields for selected parcels, using information from the **Beacon** database. Custom programming for modification of application form layout and capabilities is available upon request from CLIENT, as time and materials-based services, based on the PROFESSIONAL's fee schedule in this agreement. CLIENT's **Beacon** website users will have the option to submit the application via email from the application form web pages. Copies of the submitted forms will be emailed to CLIENT's designated representative and the applicant.

j) **Property Tax Dollars**

PROFESSIONAL will add the Property Tax Dollars Module to CLIENT's **Beacon** website.

- 1) The Property Tax Dollars Module will list the tax amount breakdown for a selected parcel, including the following items (as available in CLIENT's CAMA or Property Tax system):
 - a) School Tax

- b) County Tax
 - c) County Bond
 - d) County Fire
 - e) City Tax (if applicable)
- 2) The Property Tax Dollars Module will also show a detailed breakdown of County Government Taxes by service, including the following items (as available in CLIENT's CAMA or Property Tax system):
- a) Public Safety and Courts
 - b) Transportation
 - c) General Government
 - d) Non-Departmental
 - e) Community Services & Development
 - f) Parks and Recreation
 - g) Library Services
 - h) Voter Approved Debt
- k) **Property Tax Estimator**
- PROFESSIONAL will add the Property Tax Estimator page to CLIENT's existing **Beacon** site:
- 1) This feature will allow users to calculate the estimated property tax based on a selected parcel's current assessed land, building, and dwelling values, or user entered values, assessment classification, and tax district rates.
 - 2) The Property Tax Estimator may also include exemptions for Military Exemption, Homestead Credit, and Business Property Credit in the computation.
 - 3) CLIENT will provide PROFESSIONAL with all information required to calculate the Property Tax Estimates for CLIENT's jurisdiction.

B. **Portal Hosting and Maintenance**

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

C. **Parcel Data Backfill Support**

Parcel layer backfill – Backfill is the process of copying data from your real estate data or tax systems to your local geodatabase as a table that can be joined to your GIS parcel layer to keep parcel attribute information up to date. The Backfill process uses an automated Data ETL routine that typically runs on a regular schedule. Common network administration activities, such as computer replacements, system upgrades, password resets, database year rollovers, and others, may affect the backfill process, and this requires continual maintenance effort by our Support team.

D. **Software Maintenance**

PROFESSIONAL will include a site license (where applicable) for CLIENT's currently licensed software*. This will allow the CLIENT to install the PROFESSIONAL's software on any GIS machine. Software includes:

- i. Agland™ site license

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Beacon with Add-ons

a. One-time Setup Cost:	\$5,880
Setup items:	
Assessment Map Layer (6):	Included
Comp Report Generator:	Included
Forms (Address Change):	Included
Tax Estimator:	Included
b. Annual Hosting:	
Hosting items:	
Core Hosting:	<i>Renewal</i>
Map:	<i>Renewal</i>
Account Management:	<i>Renewal</i>
Assessment Appeal:	<i>Renewal</i>
Assessment Layers:	Included
Bulk Printing:	Included
Comp Report Generator:	Included
Comparable Search:	<i>Renewal</i>
Document Access:	<i>Renewal</i>
Forms (4): (Sales Questionnaire, Military, Homestead, Address Change):	<i>Renewal/Included</i>
Property Tax Dollars:	Included
Amounts for July 1, 2023 – June 30, 2024:	
Subtotal	\$36,924
<u>Client Discount</u>	<u>-\$4,620</u>
Total	\$32,304
Amounts for July 1, 2024 – June 30, 2025:	
Subtotal	\$37,908
<u>Client Discount</u>	<u>-\$4,620</u>
Total	\$33,288
Amounts for July 1, 2025 – June 30, 2026:	
Subtotal	\$38,904
<u>Client Discount</u>	<u>-\$4,620</u>
Total	\$34,284

B. Parcel Data Backfill Support

a. Annual Cost:	\$1,800
i. Parcel Layer Backfill	<i>Renewal</i>

C. Software Maintenance

a. Annual Cost:	\$1,248
i. Agland™ Site License	<i>Renewal</i>

D. Payment Schedule

Year 1	July 1, 2023 – June 30, 2024:	\$41,232
	(Beacon Setup: \$5,880, Beacon Hosting: \$32,304, Support-BackFill: \$1,800, Software Maintenance-Agland: \$1,248)	
Year 2	July 1, 2024 – June 30, 2025:	\$36,336
	(Beacon Hosting: \$33,288, Support-BackFill: \$1,800, Software Maintenance-Agland: \$1,248)	
Year 3	July 1, 2025 – June 30, 2026:	\$37,332
	(Beacon Hosting: \$34,284, Support-BackFill: \$1,800, Software Maintenance-Agland: \$1,248)	

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

5 Additional Data Hosting. PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

6 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

7 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

8 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Iowa.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through May 15, 2023.

PROFESSIONAL:
Schneider Geospatial, LLC

By: _____

Print: Jeff Corns, GISP

Title: President

Date: _____

CLIENT:
Scott County, Iowa, Assessor

By: _____

Print: _____

Title: _____

Date: _____

CLIENT:
Scott County, Iowa

By: _____

Print: _____

Title: _____

Date: _____

CLIENT:
Davenport City Assessor

By: _____

Print: _____

Title: _____

Date: _____

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 27, 2023

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Hunter Murray for the position of Deputy with the Sheriff's Office at entry level rate.

Section 2. The hiring of Nicholette Parmelee for the position of Fiscal Health Manager with the Health Department at step 7 of the pay scale and accruing 3 weeks of vacation annually.

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

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

April 27, 2023

APPROVING THE 2023 SLOUGH BILL EXEMPTION REQUESTS

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

Section 1. The 2023 Slough Bill exemptions as presented to the Board of Supervisors by the Soil Conservation District and the County Assessor's office are hereby approved as follows:

2023 SLOUGH BILL RURAL TOTALS

Primary Owner	Parcel Number	Exempt Type	Exempt Total Amount	Exempt Acres	Exempt Adjusted CSR
ARTER JOHN D	021419005	FOREST COVER - AG	2100	2.400	77.23
ARTER JOHN D	021421004	OPEN PRAIRIE - AG	3400	4.600	122.85
ARTER JOHN D	021433004	OPEN PRAIRIE - AG	21300	16.950	772.29
ARTER JOHN D	021435002	OPEN PRAIRIE - AG	47000	38.500	1704.16
ARTER JOHN D	021437002	OPEN PRAIRIE - AG	11100	11.400	402.12
ARTER JOHN D	021449001	OPEN PRAIRIE - AG	26700	23.900	967.32
ARTER JOHN D	021451001	OPEN PRAIRIE - AG	30400	33.300	1103.00
ARTER JOHN D	021453001	OPEN PRAIRIE - AG	4700	5.000	171.89
ARTER JOHN D	021555002	OPEN PRAIRIE - AG	11800	12.250	426.77
ARTER JOHN D	022321002	OPEN PRAIRIE - AG	52200	42.210	1892.18
ARTER MARY ELIZABETH	022103001	OPEN PRAIRIE - AG	23300	20.000	845.84
BEASON CHARLES	8506555041	RES - FOREST COVER	7300	2.810	0.00
BEASON CHARLES	8506555041	RES - OPEN PRAIRIE	14400	2.200	0.00
CAROL A KLEMME REV TRUST	042749005	FOREST COVER - AG	3300	3.000	119.31
CLAEYS ANDREW	040517002	FOREST COVER - AG	1700	3.210	62.30
CLAEYS ANDREW	040637001	FOREST COVER - AG	1400	10.500	50.73
CLAEYS ANDREW	040653004	FOREST COVER - AG	1400	3.600	49.30
CLAEYS PAUL D	041035001	OPEN PRAIRIE - AG	10400	8.300	376.30
DAVIS J C JR	9216071022	RES - FOREST COVER	34200	17.450	0.00
DOUGLAS E VICKSTROM REV TRUST	040305005	OPEN PRAIRIE - AG	1200	7.210	44.51
DOUGLAS E VICKSTROM REV TRUST	040349002	OPEN PRAIRIE - AG	121700	108.050	4414.61
DOUGLAS E VICKSTROM REV TRUST	040351004	OPEN PRAIRIE - AG	313800	260.940	11381.97
DOUGLAS E VICKSTROM REV TRUST	040353004	OPEN PRAIRIE - AG	252300	235.000	9149.52

DOUGLAS E VICKSTROM REV TRUST	040455006	OPEN PRAIRIE - AG	56100	47.140	2035.53
EUGENE L JOHNSON FAMILY TRUST	952333101	RES - OPEN PRAIRIE	33900	11.980	0.00
EUGENE L JOHNSON FAMILY TRUST	952335304	RES - OPEN PRAIRIE	6000	1.367	0.00
HAASE LIVING TRUST	051951002	RES - FOREST COVER	8100	3.740	0.00
HAASE LIVING TRUST	051951004	RES - FOREST COVER	4100	1.862	0.00
HAMILTON MARIANNE	720249003	FOREST COVER - AG	8900	18.100	324.19
HAWK GREGORY G	920951002	FOREST COVER - AG	9500	7.500	346.37
HAWK GREGORY G	920951003	RES - FOREST COVER	40200	11.500	0.00
HENNINGSEN ALAN L	030533001	FOREST COVER - AG	18400	22.300	667.87
HENNINGSEN ALAN L	030533001	OPEN PRAIRIE - AG	22600	19.500	819.07
HENNINGSEN ALAN L	030623001	FOREST COVER - AG	18600	15.000	673.67
HENNINGSEN ALAN L	030623001	OPEN PRAIRIE - AG	16300	14.500	592.01
HENNINGSEN ALAN L	030639001	FOREST COVER - AG	26200	22.000	951.65
HENNINGSEN ALAN L	030639001	OPEN PRAIRIE - AG	37400	32.200	1356.40
HILLMANN JON P	032619002	FOREST COVER - AG	20000	15.000	725.94
JO-DA LLC	030705001	RIVERS/STREAMS/BANKS - AG	4300	4.000	155.96
JO-DA LLC	030705001	OPEN PRAIRIE - AG	32500	30.000	1177.08
JO-DA LLC	030707001	RIVERS/STREAMS/BANKS - AG	2300	2.000	83.83
JO-DA LLC	030707001	OPEN PRAIRIE - AG	5300	4.300	192.78
JO-DA LLC	030707002	RIVERS/STREAMS/BANKS - AG	18700	22.000	679.79
JO-DA LLC	030721001	RIVERS/STREAMS/BANKS - AG	4400	6.000	158.86
JO-DA LLC	030721001	OPEN PRAIRIE - AG	800	2.000	27.65
JO-DA LLC	030723002	RIVERS/STREAMS/BANKS - AG	600	0.500	23.15
KOLWEY ROBERT L	721707002	FOREST COVER - AG	10600	22.980	386.21
MARGUERITE A JOHNSON 2004 TR	952349201	RES - OPEN PRAIRIE	13000	4.600	0.00
MOELLER BRADLEY D	022105003	FOREST COVER - AG	10300	9.480	374.26
MOELLER BRADLEY D	022105003	OPEN PRAIRIE - AG	21900	17.600	793.61
MOELLER BRADLEY D	022107001	FOREST COVER - AG	9000	7.000	324.79
MOELLER BRADLEY D	022107001	OPEN PRAIRIE - AG	36400	32.400	1319.25
MOHR RICHARD J	042007001	FOREST COVER - AG	15000	12.020	545.19
MORRELL JANE E	021137001	RES - OPEN PRAIRIE	2200	2.000	0.00
MORRELL JANE E	021153006	RES - OPEN PRAIRIE	63100	3.248	0.00
NELLI LLC	850655503	RES - FOREST COVER	3100	1.200	0.00
NELLI LLC	850655503	RES - OPEN PRAIRIE	2800	0.436	0.00
PRAIRIE OAKS LLC	9516491041	RES - OPEN PRAIRIE	17300	6.600	0.00

PURCELL LINDA KAREN	850717011	RES - FOREST COVER	8100	3.100	0.00
PURCELL LINDA KAREN	850717011	RES - OPEN PRAIRIE	35900	5.500	0.00
RATHJE TERRY D	0305370021	RES - OPEN PRAIRIE	11400	4.200	0.00
RYAN LIVING TRUST	021551001	RES - FOREST COVER	5400	5.000	0.00
SLATER JOSEPH L	031301002	OPEN PRAIRIE - AG	500	0.500	17.68
SLATER JOSEPH L	031317004	OPEN PRAIRIE - AG	1600	1.500	57.36
STL PROPERTIES LLC	021633002	OPEN PRAIRIE - AG	26700	24.870	968.99
STL PROPERTIES LLC	021649004	OPEN PRAIRIE - AG	41400	34.920	1500.09
STL PROPERTIES LLC	022101002	OPEN PRAIRIE - AG	14000	12.110	506.32
STRUNK ANDREW	910339005	FOREST COVER - AG	2500	2.000	90.16
STRUNK KIM MARTIN	910339004	OPEN PRAIRIE - AG	7100	5.000	256.06
TAYLOR BENJAMIN JOHN	850705002	RES - FOREST COVER	18500	3.400	0.00
TEE DONALD A	9216071021	RES - OPEN PRAIRIE	14200	2.900	0.00
TOBIN LIVING TRUST	033303001	FOREST COVER - AG	700	0.500	24.46
TOBIN LIVING TRUST	033305001	FOREST COVER - AG	18200	14.500	661.52
TOBIN LIVING TRUST	033307001	FOREST COVER - AG	23000	24.500	835.94
TOBIN LIVING TRUST	033319001	FOREST COVER - AG	7100	8.200	258.34
TOBIN LIVING TRUST	033321001	FOREST COVER - AG	22700	28.100	824.35
TOBIN LIVING TRUST	033323001	FOREST COVER - AG	41500	39.200	1505.09
TOBIN LIVING TRUST	033401002	FOREST COVER - AG	200	1.000	8.02
TOBIN LIVING TRUST	033417001	FOREST COVER - AG	5500	9.000	200.57
YOUNGERS CONNIE R	042749006	RES - OPEN PRAIRIE	13100	6.016	0.00
TOTAL		\$ 1,916,300 (Exempt Amount)	1,542.849 (Exempt Acres)		56,584.260 (Exempt Adjusted CSR)

Section 2. This resolution shall take effect immediately.

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

April 27, 2023

APPROVING THE 2023 SLOUGH BILL EXEMPTION REQUESTS FOR PROPERTIES LOCATED IN THE
CITIES OF DAVENPORT AND BETTENDORF

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

Section 1. The 2023 Slough Bill exemptions as presented to the Board of Supervisors by the Scott County Assessor's office, and the Davenport City Assessor's office and as subsequently approved by the City of Davenport and the City of Bettendorf are hereby approved as followed:

District	Deedholder	PARCEL #	Exemption	ACRES	EXEMPT VALUE
City/Davenport	Ritter, Brian	20519-03	Forest Cover	3.80	\$43,100
City/Davenport	Perry, Shirley Genesis	Y3337-04A	Open Prairie	5.00	\$5,990
City/Davenport	Systems Group	X3501-01	Open Prairie	7.00	\$116,500
City/Davenport	Voss, Lillian	31807-01	Forest Cover	10.74	\$12,910
City/Davenport	Voss, Lillian	31717-06A	Forest Cover	.63	\$ 700
City/Davenport	Voss, Lillian	31717-01	Forest Cover	13.22	\$15,890
City/Davenport	Voss, Lillian	31703-13	Forest Cover	1.0	\$1,980
City/Davenport	Voss, Lillian	31703-14	Forest Cover	6.53	\$7,690
City/Davenport	Voss, Lillian	30851-20	Forest Cover	5.62	\$7,030
City/Davenport	Voss, Lillian	31719-21	Forest Cover	.32	\$450
City/Davenport	Voss, Lillian	31719-20	Forest Cover	2.7	\$3,660
City/Davenport	Voss, Lillian	31719-19	Forest Cover	.36	\$450
City/Davenport	Voss, Lillian	31703-15A	Forest Cover	16.47	\$16,820
City/Davenport	Bierl, David	S3021-OLA	Open Prairie	2.30	\$1,150
City/Davenport	Bierl, David	S3021-OLA	Forest Cover	5.65	\$2,830
City/Davenport	Krueger, Dean	31803-09	Open Prairie	17.50	\$14,000
City/Davenport	Krueger, Dean	31803-09	Forest Cover	21.50	\$17,200
City/Davenport	Krueger, Dean	31805-02	Open Prairie/	5.01	\$5,010
City/Davenport	Krueger, Dean	31805-02	Forest Cover	4.30	\$4,300
			Total	129.65	\$277,660
City/Bettendorf	Jim & Judy Tully	841017204	Forest Cover	10.7	\$49,000
City/Bettendorf	Chad Miller	8414172032	Forest Cover	2.0	\$14,900
City/Bettendorf	Chad Miller	8414172032	River/Stream	2.3	\$13,000
			Total	15.00	\$76,900

Section 2. The City and County Assessor shall process these exemptions as required by law.

Section 3. 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

APRIL 27, 2023

APPROVAL OF FY23 YEAR-END FUND TRANSFERS

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

Section 1. FY23 year-end fund transfers as presented by the County Administrator are 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

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

April 27, 2023

APPROVAL OF WARRANTS IN THE AMOUNT OF \$3,354,698.36

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

- Section 1. The Scott County Board of Supervisors approves for payment all warrants numbered 324134 through 324402 as submitted and prepared for payment by the County Auditor, in the total amount of \$3,354,698.36.
- Section 2. This resolution shall take effect immediately.

Prepared by: Scott County Planning & Development, 600 West Fourth Street, Davenport Iowa

SCOTT COUNTY ORDINANCE NO. 23 - _____

AN ORDINANCE TO AMEND PORTIONS OF THE ZONING ORDINANCE FOR UNINCORPORATED SCOTT COUNTY TO ADD SNOW TUBING FACILITY AS A SPECIAL USE IN THE, CONSERVATION-RECREATION “C-R”. DISTRICT.

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

Section 1. Amend Section 6-5 DEFINITIONS of the Zoning Ordinance for Unincorporated Scott County by adding:

Section 6-5(106) SNOW TUBING FACILITY A private park facility generally used for the recreational activity of sliding downhill over snow on a large inflated inner tube. Private snow tubing operations shall take advantage of natural topography to provide appropriate slopes and shall not require significant grading. Snow tubing operations may include: mechanical uphill surface transportation utilizing an uphill-tow-style or conveyor-style system; a building to house pumps, snow-making and maintenance equipment and inner tube storage; a Snow Tubing Facility Concession/Warming Area; a scale-appropriate parking lot; and water detention lake. Most snow tubing operations shall require approval from the Iowa Department of Natural Resources prior to construction and operation.

Section 6-5(107) SNOW TUBING FACILITY CONCESSION/WARMING AREA: An enclosed building, limited to 1,200 square feet, containing restroom facilities, a warming area limited to space for changing clothes or preparation for snow tubing, and a concession area limited to the sale of pre-prepared foods with no food preparation that requires an oven, hood or grease trap.

Section 2. Amend the Zoning Ordinance for Unincorporated Scott County by amending Sec. 6-11 D as follows:

D. Special Permitted Uses: Snow tubing facility

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

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

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

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

Public Hearing / First Consideration _____,

Second Consideration _____,

Third Consideration _____,

Ken Beck, Chair
Scott County Board of Supervisors

Attested by: _____

Kerri Tompkins, County Auditor

Published on _____

ORDINANCE NO. ____

AN ORDINANCE AMENDING CHAPTER 3 APPOINTED OFFICERS AND DEPARTMENTS OF THE SCOTT COUNTY IOWA CODE, BY AMENDING NUMEROUS SECTIONS THERETO

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

Section 1. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SECTIONS:

- 3-1. OFFICE OF THE ADMINISTRATOR
- 3-2. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE COUNTY ADMINISTRATOR
- 3-3. DEPARTMENT OF INFORMATION TECHNOLOGY
- 3-4. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF INFORMATION TECHNOLOGY
- 3-5. DEPARTMENT OF FACILITIES AND SUPPORT SERVICES
- 3-6. AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE DIRECTOR OF FACILITIES AND SUPPORT SERVICES
- 3-7. DEPARTMENT OF COMMUNITY SERVICES
- 3-8. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF COMMUNITY SERVICES
- 3-9. DEPARTMENT OF HUMAN RESOURCES
- 3-10. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE HUMAN RESOURCES DIRECTOR
- 3-11. DEPARTMENT OF PLANNING AND DEVELOPMENT
- 3-12. AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF PLANNING AND DEVELOPMENT
- 3-13 DEPARTMENT OF BUDGET AND ADMINISTRATIVE SERVICES
- 3-14 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF BUDGET AND ADMINISTRATIVE SERVICES
- 3-15 YOUTH JUSTICE AND REHABILITATION CENTER
- 3-16 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE YOUTH JUSTICE AND REHABILITATION CENTER DIRECTOR
- 3-17 DEPARTMENT OF MEDIC EMS
- 3-18 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE MEDIC EMS DIRECTOR

NOTE: COUNTY ENGINEER - SEE CODE OF IOWA SECTION 309.16 THROUGH 309.21

Section 2. That Section 3-2 of the Scott County Iowa Code, be and the same is hereby amended to read as follows:

SEC. 3-2 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE COUNTY ADMINISTRATOR

S. The County Administrator shall present to the Board of Supervisors a recommended candidate for all department head position vacancies. The County Administrator will use a broad-based advisory selection committee represented by at least three elected office holders and three department heads in an advisory capacity during the selection process. The final decision relative to filling department head vacancies shall be made by the Board of Supervisors based upon the aforementioned selection process. For purposes of this section department head positions include the Director of Information Technology, Director of Facilities and Support Services, Director of Community Services, Director of Human Resources, Director of Planning and Development, Youth Justice and Rehabilitation Center Director, Director of Budget and Administrative Services, Director of MEDIC EMS, and County Engineer. The advisory selection committee members may also include the Health Department Director, or Conservation Director.

Section 3. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended by adding a new section 3-17 entitled Department of MEDIC EMS to read as follows:

SEC 3-17 Department of MEDIC EMS

- A. There shall be a Department of MEDIC EMS responsible for the management of the County's emergency medical services operation. The department shall provide emergent and non-emergent ambulance transportation and shall respond quickly and effectively to medical emergencies and provide high-quality pre-hospital care to patients and ensure safe transport to medical facilities.
- B. The Department of MEDIC EMS shall be headed by a Director appointed by the Board of Supervisors.
- C. The Director of MEDIC EMS shall report to and be accountable to the County Administrator for the performance of the Department's duties and responsibilities.

D. The Director of MEDIC EMS shall be a full time employee of the County.

Section 4. That Chapter 3 of the Scott County Iowa Code, be and the same is hereby amended by adding a new section 3-18 entitled authority, duties and responsibilities of the Director of MEDIC EMS to read as follows:

SEC 3-18 AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE DIRECTOR OF MEDIC EMS

E. The Director of MEDIC EMS serves as the principal management official in the planning, direction, operation, and control of the functions of the Department of MEDIC EMS.

F. The Director of MEDIC EMS shall have direct administrative authority over the employees of the Department of MEDIC EMS, including responsibility for administering collective bargaining and County personnel policies appropriate to the department.

G. The Director of MEDIC EMS shall be responsible for developing and implementing policies, procedures, and protocols to ensure emergency medical services provided are safe, efficient, and in compliance with applicable laws, regulations, and standards.

H. The Director of MEDIC EMS shall ensure department personnel are up to date with current training, certifications, policies, procedures, and protocol.

I. The Director of MEDIC EMS shall implement and oversee quality assurance and improvement programs to ensure quality patient care is provided safely and efficiently and in compliance with industry standard of care.

J. The Director of MEDIC EMS shall be responsible for ensuring the department is in compliance with all applicable regulations and standards, including those set by federal, state, and local agencies and maintain accreditation.

K. The Director of MEDIC EMS shall collaborate with other municipalities and agencies including hospitals, fire departments, other emergency medical services providers and law enforcement to ensure emergency medical services are provided safely and efficiently.

L. The Director of MEDIC EMS shall develop, maintain, and execute crisis management plans.

M. The Director of MEDIC EMS shall be responsible for the performance of special projects as assigned by the County Administrator and/or the Board of Supervisors.

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

REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.

First Consideration _____,
Second Consideration _____,
Third Consideration _____,

Ken Beck
Chairman, Board of Supervisors

Published on _____.

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

APRIL 27, 2023

APPROVING THE SETTING OF A PUBLIC HEARING ON AN AMENDMENT TO THE
COUNTY'S CURRENT FY23 BUDGET

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

Section 1. A public hearing date on an amendment to the County's current FY23 Budget is set for Thursday, May 25, 2023 at 5:00 p.m.

Section 2. The County's Director of Budget and Administrative Services is hereby directed to publish notice of said amendment as required by law.

Section 3. This resolution shall take effect immediately.