

**AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**August 17, 2023 - 5:00 P.M.**

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 1810703 PASS CODE: 1234

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

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

1. Roll Call: Beck, Dickson, Maxwell, Paustian, Rawson
2. Pledge of Allegiance.
3. Approval of Minutes:  
August 01, 2023 - Committee of the Whole  
August 03, 2023 - Board Meeting

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

Beck \_\_\_\_\_ Dickson \_\_\_\_\_ Maxwell \_\_\_\_\_ Paustian \_\_\_\_\_ Rawson \_\_\_\_\_

**\*\*Agenda Review\*\***

4. 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.

**Consent**

5. Resolution to approve to award the contract for the Auditor's Office Counter Remodeling project for \$94,674.00 to Reed Construction.
6. Resolution to approve Secondary Roads FY2024 County Five Year Program Amendment to modify a bridge replacement project on Y-68, over the Wapsipinicon River Overflow, in section 31 of Dewitt Township.
7. Resolution to approve the Agreement with the IDOT for use of State and Federal Aid Funding for Bridge Replacement Project on Y-68, over the Wapsipinicon River overflow, in section 31 of Dewitt Township.

8. Resolution to approve the replacement of 96 body cameras and Five (5) years of Cloud Storage for Sheriff's Office and Conservation Department's public safety officers for \$333,459.00 from Motorola Solutions.
9. Resolution to approve warrants in the amount of \$4,849,564.96.
10. Motion to approve the beer/liquor license for Casey's #1068, 11200 - 114th Ave., Davenport, IA.

Moved by \_\_\_\_\_ Second by \_\_\_\_\_  
Beck \_\_\_\_\_ Dickson \_\_\_\_\_ Maxwell \_\_\_\_\_ Paustian \_\_\_\_\_ Rawson \_\_\_\_\_

### **Human Resources**

11. The resolution to approve the overtime incentive for Teamsters and Correction Sergeants, Deputies and Bailiffs with an effective date of August 18, 2023 and ending on December 31, 2023.

Moved by \_\_\_\_\_ Second by \_\_\_\_\_  
Beck \_\_\_\_\_ Dickson \_\_\_\_\_ Maxwell \_\_\_\_\_ Paustian \_\_\_\_\_ Rawson \_\_\_\_\_

### **Other Items of Interest**

12. County Administrator Report - Mahesh Sharma.
13. Board of Supervisors Report.
14. Adjourned. Moved by \_\_\_\_\_ Second 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 # 2485 181 0703**

**Password #1234**

### Connect via Computer or application:

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

Or use direct link to meeting:

<https://scottcountyiowa.webex.com/scottcountyiowa/j.php?MTID=m20f8950fae906fc125b2bbd94b39b783>

**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.

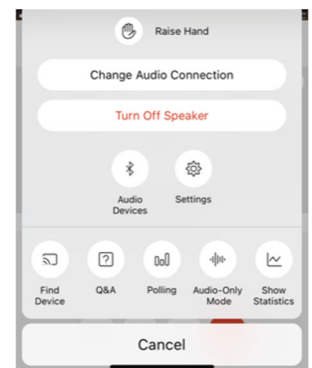
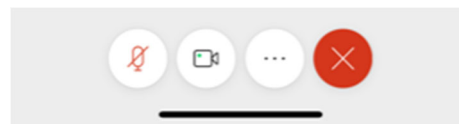
1. The host will then unmute the participant's line at the appropriate time.
2. A user must have his or her own device unmuted.
3. The user may then unmute his or her conference line by clicking the microphone symbol.
4. After conversation, please lower your hand. (\*3 again)

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

August 17, 2023

A RESOLUTION APPROVING THE BID AND AWARDING THE CONTRACT FOR THE AUDITOR'S OFFICE COUNTER REMODEL PROJECT TO REED CONSTRUCTION IN THE TOTAL AMOUNT OF \$94,674.00.

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

- Section 1. That the bid for the Auditor's Office Counter Remodel project is accepted and the contract is awarded to Reed Construction in the amount of \$94,674.00.
  
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors.
  
- Section 3. This resolution shall take effect immediately.

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

SCOTT COUNTY BOARD OF SUPERVISORS

August 17, 2023

APPROVAL OF 2024 COUNTY FIVE YEAR PROGRAM AMENDMENT TO MODIFY  
A BRIDGE REPLACEMENT PROJECT ON Y-68, OVER THE  
WAPSIPINICON RIVER OVERFLOW, IN SECTION 31 OF DEWITT TOWNSHIP  
PROJECT NO. BRS-C082(65)--60-82

WHEREAS, unforeseen circumstances have arisen since adoption of the approved Secondary Road Five Year Program and previous revisions, requiring changes to the sequence, funding, and timing of the proposed work plan; and

WHEREAS, the County Engineer, Angela K. Kersten, of Scott County, Iowa, recommends modification of the funding source and project number of Bridge Replacement Project No. BRS-C082(65)--60-82 in the accomplishment year of the Secondary Road Five Year Program.

IT IS THEREFORE RESOLVED that the Board of Supervisors of Scott County, Iowa, in accordance with Iowa Code section 309.22, initiates and recommends modification of the following project in the accomplishment year (State Fiscal Year 2024), for approval by the Iowa Department of Transportation (Iowa DOT), per Iowa Code 309.22 and Iowa DOT Instructional Memorandum 2.050.

BE IT FURTHER RESOLVED that the following project shall be MODIFIED as follows:

Project Number Name Project ID	Project Location Description of Work	AADT Length Bridge ID	Type of Work Fund	Modifications	Total
BRS-C082(65)--60-82 Bridge Replacement 31 DeWitt 35837	On Y68, Over WAPSI RIVER OVERFLOW, S31 T81N RE4 This is a joint project with Clinton County. This project was awarded CBCF funding in May 2023. Modifying funding sources and project number.	2080 0.100 miles 20870	320 Bridges FA	Project Number updated Project Location updated Fund basis updated removed 1,250,000 Special dollars from 2024 added 300,000 SWAP dollars to 2024 added 2,700,000 FA dollars to 2024	\$3,500,000

Fund	Accomplishment Year		
	Previous Amount	New Amount	Net Change
Local	\$16,260,000	\$16,260,000	\$0
Farm-to-Market	\$313,125	\$313,125	\$0
Special	\$1,750,000	\$500,000	-\$1,250,000
SWAP	\$106,875	\$406,875	\$300,000
Federal Aid	\$1,680,000	\$4,380,000	\$2,700,000
Totals	\$20,110,000	\$21,860,000	\$1,750,000

Dated at Scott County, Iowa \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

APPROVED:

By \_\_\_\_\_  
Scott County Board of Supervisors Chairperson,  
W. Ken Beck

ATTEST:

By \_\_\_\_\_  
Scott County Auditor,  
Kerri Tompkins

**IOWA DEPARTMENT OF TRANSPORTATION  
Federal-aid Agreement  
for a County Bridge Construction Fund Project**

RECIPIENT: Scott County

Project No: BRS-C082(65)--60-82

Iowa DOT Agreement No: 6-23-CBCF-HBP-021

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between Scott County, Iowa (hereinafter designated the RECIPIENT) and the Iowa Department of Transportation (hereinafter designated 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.

This is an agreement between the RECIPIENT and the DEPARTMENT for funding through the County Bridge Construction Fund (CBCF) outlined in 761 Iowa Administrative Code (IAC) Chapter 160 and the County HBP Program outlined in IAC Chapter 161. The DEPARTMENT agrees to provide CBCF and County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

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 have been 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.

Some HBP funds have been set aside and dedicated for distribution through the County Bridge Construction Fund. These dedicated HBP funds shall be referred to as CBCF-HBP funds.

The RECIPIENT and the DEPARTMENT previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

<b>Funding Source</b>	<b>Agreement No.</b>	<b>Project No.</b>	<b>Full Execution Date</b>
N/A	N/A	N/A	N/A

**See Exhibit 2 and Exhibit 3 attached for additional details related to funding limits and priorities.**

Under this agreement, the parties 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 J. 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: 020870
  - B. Location: On Y68 over Wapsi River Overflow, S31 T81 RE4
  - C. Preliminary Estimated Total Eligible Construction Costs: \$3,500,000.00
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. 20% of the eligible project costs incurred after the effective date of this agreement shall be paid from the CBCF up to a maximum of \$500,000, unless the RECIPIENT receives written notice from the Department that this amount may be exceeded. If at any time during the development or construction of the project, the estimated eligible costs exceed the preliminary estimate contained herein, the increased costs must be approved by the DEPARTMENT prior to incurring such costs and are dependent on available funding. In no case shall the total reimbursed amount exceed \$2,000,000. The RECIPIENT shall pay 100% of the non-eligible project costs. Costs are considered incurred when the RECIPIENT has an obligation to pay. Reimbursed costs will be limited to state funds that are made available to counties through the County Bridge Construction Fund outlined in 761 Iowa Administrative Code, Chapter 160.
7. 60% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from CBCF-HBP funds up to a maximum of \$1,500,000 unless the RECIPIENT receives written notice from the Department that this amount may be exceeded. If at any time during the development or construction of the project, the estimated eligible costs exceed the preliminary estimate contained herein, the increased costs must be approved by the DEPARTMENT prior to incurring such costs and are dependent on available funding. In no case shall the total reimbursed amount exceed \$2,000,000. The RECIPIENT shall pay 100% of the non-eligible project costs. Costs are considered incurred when the RECIPIENT has an obligation to pay. Reimbursed costs will be limited to CBCF-HBP funds that are dedicated for distribution through the CBCF and 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.
8. 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. Costs are considered incurred when the RECIPIENT has an obligation to pay. 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.
9. The total percent share of combined eligible costs from CBCF and CBCF-HBP shall not exceed 80%.
10. The RECIPIENT shall pay for all project costs not reimbursed with CBCF, CBCF-HBP, and HBP funds.
11. The RECIPIENT shall let the project for bids through the DEPARTMENT.
12. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
13. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
14. 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.
15. The project shall be let to contract within three 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 three-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.
16. This agreement and the attached Exhibit 1, Exhibit 2, and Exhibit 3 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  
Transportation Development Division

By \_\_\_\_\_  
Nicole M. Stinn, P.E.  
Secondary Roads Engineer  
Local Systems Bureau

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](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](http://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. 3.710](#), 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.

## Exhibit 2 - Funding Worksheet for On-System Bridge

8/4/2023

Priority (%)	Funding Source	Project Number	Agreement Number	Funding Value (Max)
1 (20%)	County Bridge Construction Fund (CBCF)	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	\$ 500,000
1 (80%)	County HBP	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	No Limit
2 (80%)	County HBP	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	No Limit
2 (20%)	Swap County HBP (SWAPC)	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	No Limit

*Costs not covered by other funding sources listed above shall be covered by the COUNTY as defined by the County TIP and STIP.*

**Exhibit 3 - Funding Worksheet for On-System Bridge  
(For Use by Secondary Roads Engineer Only)**

8/4/2023

Priority (%)	Funding Source	Project Number	Agreement Number	Funding Value (Max)
1 (20%)	County Bridge Construction Fund (CBCF)	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	\$ 500,000
1 (60%)	County Bridge Construction Fund - HBP (CBCF-HBP)	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	\$ 1,500,000
1 (20%)	County HBP	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	No Limit
2 (80%)	County HBP	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	No Limit
2 (20%)	Swap County HBP (SwapC)	BRS-C082(65)--60-82	6-23-CBCF-HBP-021	No Limit

*Costs not covered by other funding sources listed above shall be covered by the COUNTY as defined by the County TIP and STIP.*



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

August 17, 2023

APPROVAL OF AGREEMENT FOR USE OF STATE-AID AND FEDERAL-AID  
FUNDS FOR A BRIDGE REPLACEMENT PROJECT ON Y-68, OVER THE  
WAPSIPINICON RIVER OVERFLOW, IN SECTION 31 OF DEWITT TOWNSHIP  
PROJECT NO. BRS-C082(65)--60-82

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

Section 1. That the agreement for use of state-aid and federal-aid funds between Scott County and the Iowa Department of Transportation for a bridge replacement project on Y-68 (Scott Park Road), over the Wapsipinicon River Overflow, in Section 31 of DeWitt Township (Project No. BRS-C082(65)--60-82) be approved.

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

Section 3. That 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

August 17, 2023

BODY CAMERA REPLACEMENT PROJECT

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

Section 1. The replacement of body cameras for Sheriff's Office and Conservation Department's public safety officers with a total project cost of \$333,459.00 from Motorola Solutions for 96 body cameras and (5) years of cloud storage 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**

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**SCOTT COUNTY AUDITOR**

## **RESOLUTION**

**SCOTT COUNTY BOARD OF SUPERVISORS**

August 17, 2023

**APPROVAL OF WARRANTS IN THE AMOUNT OF \$4,849,564.96**

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 326361 through 326657 as submitted and prepared for payment by the County Auditor, in the total amount of \$4,849,564.96.
- 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

August 17, 2023

#### APPROVING AN OVERTIME INCENTIVE FOR TEAMSTERS AND CORRECTION SERGEANTS, DEPUTIES AND BAILIFFS

WHEREAS, the Sheriff's office continues to experience turnover challenges;

WHEREAS, the Sheriff has requested authorization to incent current staff to volunteer for overtime;

WHEREAS, the funds needed for this incentive can come from the Sheriff's current salary budget authority and does not require additional funding.

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

Section 1. That the attached side letter to the Teamster contract be approved and executed by the Human Resource Director as Chief Negotiator, thereby allowing for overtime at a rate of 1.75x.

Section 2. That the Correction Sergeants be permitted to receive 1.75x overtime for four (4) or more consecutive hours worked outside of their normal work schedule, as long as the side letter with the Teamsters is effective.

Section 3. That if Corrections Officers and Sergeants are not available or do not volunteer for available overtime in the Jail, Management may offer the overtime to Deputies or Bailiffs. Deputies or Bailiff's are permitted to receive 1.75x overtime for four (4) or more consecutive hours worked in the Jail that would typically qualify for 1 ½ overtime. Work scheduled due to a reassignment shall be paid at the employee's hourly rate.

Section 4. That this resolution shall take effect August 18, 2023 and ends on December 31, 2023.

SIDE LETTER  
BETWEEN  
SCOTT COUNTY AND TEAMSTER LOCAL 238

WHEREAS, the Sheriff's office is experiencing unusually high staffing shortages related to hiring challenges;

WHEREAS, current staff are being asked to work additional overtime hours to accommodate the shortages;

WHEREAS, the parties agree that there is mutual benefit in incenting staff to volunteer for additional shifts; especially an occasional twelve (12) hour shift;

NOW THEREFORE, the parties agree to temporarily amend the 2024-2026 Collective Bargaining Agreement between Scott County, Iowa and the Scott County Correctional Association, Chauffeurs, Teamsters and Helpers Local Union No. 238 effective August 18, 2023 as follows:

1. Employees covered by said contract shall receive overtime at 1.75x for any overtime under Section 9.3 of the contract that is for four (4) or more consecutive hours. Training hours that result in overtime will not be paid at 1.75x.
2. Any compensatory time earned under Section 9.4 shall continue to be awarded at the rate of 1.5x for every overtime hour worked.
3. Employees choosing to volunteer to work "middle fours" are eligible for either double pay or count the shift toward the PTO incentive, but not both. When listing hours in Novatime employees should select the proper project code when seeking the PTO incentive.

This side letter shall be effective from August 18, 2023 until December 31, 2023.

\_\_\_\_\_  
FOR TEAMSTERS

\_\_\_\_\_  
FOR SCOTT COUNTY

Date \_\_\_\_\_

Date \_\_\_\_\_