#### **AGENDA**

# SCOTT COUNTY BOARD OF SUPERVISORS

March 28, 2024 - 5:05 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: 2486 223 9304 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. Roll Call: Dickson Maxwell Paustian Rawson Beck 1. Pledge of Allegiance. 2. Approval of Minutes: 3. March 12, 2024 8:30 AM - Committee of the Whole March 14, 2024 5:00 PM - Board Meeting Moved by \_\_\_\_ Second by\_\_\_ Dickson\_\_ Maxwell \_\_\_ Paustian\_\_ Rawson\_\_ Beck \_\_\_\_ Public Comment as an Attendee. 4. 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. \*\*Review Agenda\*\* **Public Hearing** Public Hearing relative to the Private Issue School Facility Revenue Notes (St. Joan of Arc School Project), Series 2024A. Open Public Hearing: Moved by \_\_\_\_ Seconded by \_\_\_\_ Roll Call: Dickson \_\_\_ Maxwell \_\_\_ Paustian \_\_\_ Rawson \_\_\_ Beck \_\_\_ Close Public Hearing: Moved by \_\_\_\_ Seconded by \_\_\_\_ Roll Call: Dickson \_\_\_ Maxwell \_\_\_ Paustian \_\_\_ Rawson \_\_\_ Beck \_\_\_\_

#### **Consent**

- 6. Resolution to approve a contract for two bridge replacement projects that are tied together. The first bridge replacement project is located on Z-30 (Wells Ferry Road), over Spencer Creek, in Section 6 of Pleasant Valley Township (just south of the I-80 overpass). The second bridge replacement project is located on Z-30 (Wells Ferry Road), over Spencer Creek, in Section 8 of Pleasant Valley Township, approximately 0.2 miles north of Valley Drive.
- 7. Resolution to approve the renewal of the annual GIS Software Maintenance contract with ESRI, Inc. in the amount of \$33,004.00.
- 8. Resolution to approve the staff appointment.
- 9. Resolution to approve the Attorney's Office request to over-hire Senior Victim Witness Specialist.
- 10. Resolution to approve the Compensation Board Elected Officials Salary Recommendation.
- 11. Resolution to approve the organizational changes in FY25.
- 12. Resolution to approve the extension date for the Clinton Medical Examiner Agreement.
- 13. Resolution to approve the cardiac monitor replacement monitors with five (5) years of warranty, maintenance and support from Zoll Medical Coporation for \$1,013,302.92. This will be paid over 5 annual payments of \$202,660.59 beginning July 31, 2024.
- 14. Resolution to approve the 2024 Slough Bill exemption requests for Scott County and 2024 Slough Bill exemption requests for properties located in Bettendorf.
- 15. Resolution to approve the appointments to Boards and Commissions.
- 16. Resolution to approve the warrants in the amount of \$3,440,370.31.

Moved by _	Second	by			
Dickson	Maxwell	Paustian	Rawson	Beck	

#### **Facilities & Economic Development**

17.	7. Motion to approve the second and final reading of an ordinance to amend the Zoning Map rezoning approximately 19.04 acres in section 18, Allens Grove Township from Agricultur Preservation (A-P) to Industrial (I), all within unincorporated Scott County.								
	Moved by Second by								
	Dickson	Maxwell	Paustian	Rawson	Beck				

# **Finance & Intergovernmental**

18.	Resolution to approve to proceed with the issuance and sale of private school facility revenue notes (St. Joan of Arc School Project), Series 2024A, in an amount not to exceed \$8,400,000.					
	Moved by Second by					
	Dickson Maxwell Paustian Rawson Bo	eck				
19.	9. Resolution to approve authorizing the Issuance, Execution, Deliv School Facility Revenue Notes (St. Joan of Arc School Project), Aggregate Principal Amount not to exceed \$8,400,000.00, of Sc. Execution and Delivery of a Loan Agreement and a Bond Purchamatters relating thereto.	Series 2024A in an ott County, Iowa, the				
	Moved by Second by					
	Dickson Maxwell Paustian Rawson Bo	eck				
20. Resolution to approve the setting of a Public Hearing on the FY25 annual budget ar year capital improvement plan for Thursday, April 25, 2024 at 5:00PM during the E Meeting.						
	Moved by Second by					
	Dickson Maxwell Paustian Rawson Bo	eck				
Other It	r Items of Interest					
21.	21. Financial Update - David Farmer, Budget & Administrative Serv	vices Director.				
22.	22. County Administrator Report - Mahesh Sharma.					
23.	23. Board of Supervisors Report.					
24.	24. 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 # 2486 223 9304

# Password #1234

# **Connect via Computer or application:**

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

Or use direct link to meeting:

https://scottcountyjowa.webex.com/scottcountyjowa/j.php?MTID=mff27fd23d5e58a05817deb66b2ad67a5

\_Connect via telephone: 1-408-418-9388 Meeting number: above Password: 1234

#### **Telephone / Cell Phones Connections:**

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

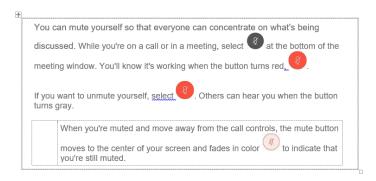
When called upon for comments by the Board,

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

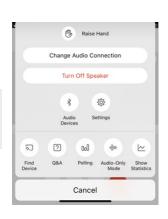
#### **Computer / Application Connections:**

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

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



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



#### RESOLUTION

#### SCOTT COUNTY BOARD OF SUPERVISORS

MARCH 28, 2024

AWARD OF CONTRACT FOR SCOTT COUNTY SECONDARY ROADS

BRIDGE REPLACEMENT TIED PROJECTS:

STP-S-C082(70)--5E-82 & HDP-C082(59)--6B-82

WHEREAS, the Board of Supervisors, hereafter referred to as "the Board", believes the bridge replacement tied projects, hereafter referred to as "the projects" are in the best interest of Scott County, Iowa, and the residents thereof. The projects are defined as Bridge Replacement PPCB Project on Z30 (Wells Ferry Road) over Spencer Creek in Section 6, Township 78 North, Range 5 East and Bridge Replacement PPCB Project on Z30 (Wells Ferry Road) over Spencer Creek in Section 8, Township 78 North, Range 5 East.

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the projects and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, the Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Scott County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by the Board to accept the bid from Helm Group, Inc. D/B/A Helm Civil in the amount of \$1,893,033.31 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Scott County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Angela K. Kersten, the County Engineer for Scott County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contract(s) in connection with the afore awarded construction project let through the DOT for this county.

Dated at Scott County, Iowa _	day of,,
Scott County Board of Supervisors	<b>3:</b>
Ken Beck, Chair	
John Maxwell, Vice-Chair	
Jean Dickson, Supervisor	
Ross Paustian, Supervisor	
Rita Rawson, Supervisor	
ATTEST:	
Ву	seal
Scott County Auditor,	
Kerri Tompkins	

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

MARCH 28, 2024

APPROVAL OF ANNUAL MAINTENANCE RENEWAL FOR GIS SOFTWARE SUITE WITH ESRI, INC.

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

- Section 1. That the annual maintenance renewal for GIS software suite with ESRI, Inc. in the amount of \$33,004.00 is hereby approved.
- Section 2. That a purchase order shall be issued for said amount for the annual maintenance renewal for GIS software suite in the amount of \$33,004.00 (further described in ESRI, Inc. quote # 26192977).
- 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

# RESOLUTION

# SCOTT COUNTY BOARD OF SUPERVISORS

MARCH 28, 2024

# APPROVAL OF STAFF APPOINTMENT

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

Section 1. The hiring of Jacob Hintz for the position of Corrections Food Service Officer with the Sheriff's Office starting at entry level rate.

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

MARCH 28, 2024

APPROVAL OF OVERHIRE FOR SENIOR VICTIM WITNESS SPECIALIST IN THE COUNTY ATTORNEY'S OFFICE.

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

- Section 1. That the Board hereby approves the temporary over hire of 1.0 FTE Senior Victim Witness Specialist for up to 4 weeks.
- Section 2. That this resolution shall take effective 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

# MARCH 28, 2024

# APPROVAL OF FISCAL YEAR 2025 COMPENSATION SCHEDULE FOR COUNTY ELECTED OFFICIALS AND DEPUTY OFFICE HOLDERS

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

Section 1. The Fiscal Year 2025 salary schedule for Elected County Officials as recommended by the Scott County Compensation Board is hereby approved as follows:

<u>Position</u>	Annual Salary (effective 7/1/2024)
Auditor	\$ 101,313
County Attorney	\$ 169,212 <sup>1</sup>
Recorder	\$ 101,313
Sheriff	\$ 164,784
Treasurer	\$ 101,313
Board Member, Board of Supervisors	\$ 46,145
Chair, Board of Supervisors	\$ 49,145

Section 2. The Fiscal Year 2025 salary schedule for Deputy Office Holders is hereby approved as follows:

<u>Position</u>	Annual Salary (effective 7/1/2024)
First Assistant Attorney (85%)	\$ 143,830 <sup>1</sup>
Chief Deputy Sheriff (85%)	\$ 140,066
Chief Deputy Sheriff – Captain (80%)	\$ 131,827
Lieutenant (73%)	\$ 120,293
Lieutenant (68%)	\$ 112,053

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

Section 4. This resolution shall take effect July 1, 2024.

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

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

DATE

SCOTT COUNTY AUDITOR

#### RESOLUTION

#### SCOTT COUNTY BOARD OF SUPERVISORS

#### MARCH 28, 2024

# APPROVAL OF CLASSIFICATION AND STAFFING ADJUSTMENTS AS DISCUSSED DURING THE FISCAL YEAR 2025 BUDGET REVIEW PROCESS

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

- Section 1. That the position of Platroom Specialist in the Auditor's Office be modified to reflect a pay range of 21.
- Section 2. That the position of Senior Administrative Assistant be updated to Administrative Coordinator and modified to reflect a pay range of 24.
- Section 3. That the position of Facility Maintenance Manager be modified to reflect a pay range of 30.
- Section 4. That the table of organization for the Facility and Support Services Department be increased by 2.0 FTE Custodians (total 12.0 FTE).
- Section 5. That the table of organization for the Facility and Support Services Department be increased by 1.0 FTE Senior Facility Maintenance Worker (total 7.0 FTE).
- Section 6. That the table of organization for the Information Technology Department be increased by 1.0 FTE Senior Office Assistant (total 1.0 FTE).

- Section 7. That the table of organization for the Planning and Development Department be increased by 1.0 FTE Senior Building Inspector (total 1.0 FTE) and decreased by 1.0 FTE Building Inspector (total 1.0 FTE).
- Section 8. That the table of organization for the Secondary Roads Department be increased by 2.0 FTE Senior Engineering Technician (total 2.0 FTE) and decreased by 2.0 FTE Engineering Technician (total 0 FTE).
- Section 9. That the position of Parts and Inventory Clerk be modified to reflect a pay range of 20R.
- Section 10. That the table of organization for the Treasurer's Office be increased by 1.0 FTE Lead Multi-Service Clerk (total 1.0 FTE) and decreased by 1.0 FTE Multi-Service Clerk (total 19.0 FTE).
- Section 11. That the table of organization for the Youth Justice and Rehabilitation Center Department be increased by 1.0 FTE Administrative Assistant (total 1.0 FTE).
- Section 12. That the table of organization for the Youth Justice and Rehabilitation Center Department be increased by 5.0 FTE Detention Youth Counselor (total 21.3 FTE).
- Section 13. This resolution shall take effect July 1, 2024.

#### RESOLUTION

#### SCOTT COUNTY BOARD OF SUPERVISORS

# MARCH 28, 2024

APPROVAL OF AMENDMENT TO 28E AGREEMENT BETWEEN CLINTON COUNTY, IOWA AND SCOTT COUNTY, IOWA FOR INTERIM MEDICAL EXAMINER SERVICES AND COVERAGE

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

- Section 1. That the amendment to extend the 28E Agreement between Clinton County, Iowa and Scott County, Iowa for Interim Medical Examiner Services and Coverage through December 31, 2024 is hereby approved.
- Section 2. This resolution shall take effect immediately.



Quote No: Q-79212 Version: 4

**ZOLL Medical Corporation** 

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

> > Quote No: Q-79212

Version: 4

Issued Date: March 21, 2024 Expiration Date: March 31, 2024

Terms: 20% due July 31, 2024, 20% due July 31, 2025, 20% due July 31, 2026, 20% due July 31, 2027, balance due July 31, 2028.

FOB: Shipping Point Freight: Prepay & Add

Prepared by: Bill Kolb EMS Territory Manager bkolb@zoll.com +1 6055955394

Medic EMS of Scott County 1204 E High St Davenport, IA 52803

ZOLL Customer No: 159311

Paul Andorf 5633284178 paul.andorf@scottcountyiowa.gov

Item Contract Reference Part Number	Description	Qty	List Price	Adj. Price	Total Price
110.0.0.0.0					



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Medic EMS of Scott County Quote No: Q-79212 Version: 4

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231511-01	X Series Monitor/Defibrillator - 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, IBP/Temp, CPR Expansion Pack  Includes: 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen.  Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Carry case, Operator Manual, Quick Reference Guide, and One (1)-year EMS warranty.  Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru © CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology.  Microstream tubing set sold separately • Invasive pressure waveform capability with display and digital monitoring. Invasive pressure cable/ transducer sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •	21	\$53,305.00	\$42,957.10	\$902,099.10
2	1343184	8300-0787-01	Transducer interface cable with right angle connector - Edwards	21	\$242.00	\$198.44	\$4,167.24
3	1343184	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	21	\$186.00	\$152.52	\$3,202.92
4	1343184	8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	21	\$299.00	\$245.18	\$5,148.78
5	1343184	8000-000862	LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	21	\$1,080.00	\$843.78	\$17,719.38



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

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Medic EMS of Scott County Quote No: Q-79212 Version: 4

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
6		8778-89055-WF	X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale  Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE: Includes one device outer housing replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. • BATTERY REPLACEMENT PROGRAM: Batteries must be maintained per ZOLL recommended maintenance program - Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower II battery or SurePower Charger display a fault - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)	21	\$10,395.00	\$9,355.50	\$196,465.50
7		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	21		(\$5,500.00)	(\$115,500.00)

Subtotal: \$1,013,302.92

Total: \$1,013,302.92

Contract Reference	Description
1343184	Reflects PSAI/SAVVIK 2021 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in PSAI/SAVVIK Buying Group Contract No. 2021-06 shall apply to the customer's purchase of the products set forth in this quote.

#### **Trade Unit Considerations**

Trade-In values valid through March 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

#### **Additional Language**



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Medic EMS of Scott County Quote No: Q-79212 Version: 4

Should a valid Purchase Order be received prior to 3/29/24, ZOLL will include 8 Road Safety units at no additional charge.

#### **UCC Financing Statement**

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <a href="https://www.zoll.com/about-zoll/invoice-terms-and-conditions">https://www.zoll.com/about-zoll/invoice-terms-and-conditions</a> and for software products can be found at <a href="http://www.zoll.com/SSPTC">https://www.zoll.com/SSPTC</a> and for hosted software products can be found at <a href="http://www.zoll.com/SSPTC">http://www.zoll.com/SSPTC</a>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1. Delivery will be made upon availability.
- 2. This Quote expires on March 31, 2024. Pricing is subject to change after this date.
- 3. Applicable tax, shipping & handling will be added at the time of invoicing.
- 4. All purchase orders are subject to credit approval before being accepted by ZOLL.
- 5. To place an order, please forward the purchase order with a copy of this quotation to <a href="mailto:esales@zoll.com">esales@zoll.com</a> or via fax to 978-421-0015.
- 6. All discounts from list price are contingent upon payment within the agreed upon terms.
- 7. Place your future accessory orders online by visiting the ZOLL web store.

#### Order Information (to be completed by the customer)

[	] Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)						
[	]	Taxable	Entity (Applicable tax will be applied at time of in	voice)			
BIL	LT	O ADDRI	ESS	SHIP TO ADDRESS			
Na	me/	Departme	ent:	Name/Department:			
Ad	dres	SS:		Address:			
Cit	y / S	State / Zip	Code:	City / State / Zip Code:			
ls a	Pur	chase Or	der (PO) required for the purchase and/or paymen	nt of the products listed on this quotation?			
[	1	Yes	PO Number: PO	Amount:			
	_		(A copy of the Purchase Order must be included	with this Quote when returned to ZOLL)			
[ ] No (Please complete the below section when submitting this order)							
	For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.						

#### **Medic EMS of Scott County**

Authorized Signature:

Name:		
Title:		
Date:		



Medic EMS of Scott County Quote No: Q-79212 Version: 4

# **ZOLL Medical Corporation**

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

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Medic EMS of Scott County Quote No: Q-79212 Version: 4

#### SECURITY AGREEMENT Equipment + Basic

This Security Agreement, made and entered in this	day of	by and between <b>ZOLL</b>
Medical Corporation, located at 269 Mill Rd Chelmsfo	rd, MA 01824,	(hereinafter "Secured Party") and
with head	lquarters located	l at
and if a legal person	or registered, in	ncorporated, formed or otherwise organized in or
under the laws of the [state] of, (hereinafter "Debto	or").	-

#### I CREATION OF SECURITY INTEREST

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

#### II COLLATERAL

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

#### III DEBTOR'S OBLIGATIONS

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
  - (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
  - (2) Change(s) in location of chief executive offices (if an unregistered entity),
  - (3) Change(s) in state of Incorporation (if a registered entity),
  - (4) Change(s) in state of residence (if an individual),
  - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

#### IV DEFAULT

The following shall constitute a default by Debtor:



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Medic EMS of Scott County Quote No: Q-79212 Version: 4

*Non-payment*: Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

*Breach*: Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

Insolvency: The dissolution, termination of existence, \suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

#### V SECURED PARTY'S RIGHTS AND REMEDIES

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
  - (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
  - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
  - (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
  - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

#### VI RIGHTS AND REMEDIES OF DEBTOR

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

#### VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS

- A. Debtor Agrees and Affirms
  - (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,

# ZOLL<sub>®</sub>

**ZOLL Medical Corporation** 

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Medic EMS of Scott County Quote No: Q-79212 Version: 4

- (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
- (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
- (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.

#### B. Mutual Agreements

- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
- (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
- (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.
- (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.

#### C. Form of Debtor's Business

(1) Debtors represents and warrants as follows: Debtor's business is (circle	one);
--	-------

a. Registered Organization	b. Unregistered Organization	c. Individual
(a) If a. Registered Organization:	State where Incorporation/Form	ned
(b) If b. Unregistered Organization "chief executive office"	n: Location of Business (state) or if	more than one place of business,
(c) If c. Individual: State or States	s of Residence (include all states)	
- Registered Organizations include	de: Includes corporations, limited li	ability corporations and
registered limited partnerships.		
- Unregistered Organizations inc	lude: Partnerships.	
- Individuals Include: Sole Propri	etorships	

#### D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Medic EMS of Scott County Quote No: Q-79212 Version: 4



This Agreement is governed by the laws of the State of Iowa with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

#### VIII INDEMNITY

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

#### IX MISCELLANEOUS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, Debtor has executed this Security Agreement as of the date indicated above.

DEBTOR NAME

BY: \_\_\_\_\_\_ BY: \_\_\_\_\_ (Print name) (Print name) (Signature and Title)



Medic EMS of Scott County Quote No: Q-79212 Version: 4

# **ZOLL Medical Corporation**

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

SECUI	RED PARTY NAME		
BY:	(Gary Schaefer - Credit Manager)	-	
ACCE	PTED at Creditor City, State, this day of	,20	

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

MARCH 28, 2024

APPROVING ZOLL MEDICAL CORPORATION CARDIAC MONITOR REPLACEMENT

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

- Section 1. The purchase of ZOLL Medical Corporation Critical Care Transport capable cardiac monitors with 5 Years of warranty, maintenance, and support for \$1,013,302.92. This will be paid over 5 annual payments of \$202,660.59 beginning July 31, 2024.
- Section 2. That the Director of MEDIC EMS of Scott County is hereby authorized to sign said agreement on behalf of the Board.
- Section 3: This resolution shall take effect immediately.

	OR'S SIGNATURE CERTIFIES
	TION HAS BEEN FORMALLY BOARD OF SUPERVISORS
ON	
DATE	

SCOTT COUNTY AUDITOR

#### RESOLUTION

# SCOTT COUNTY BOARD OF SUPERVISORS

#### MARCH 28, 2024

#### APPROVING THE 2024 SLOUGH BILL EXEMPTION REQUESTS

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

Section 1. The 2024 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:

Parcel Number	Primary Owner	Exempt Type	Exempt Total Amount	Exempt Acres	Exempt Adjusted CSR
021419005	ARTER JOHN D	FOREST COVER - AG	2100	2.400	77.23
021421004	ARTER JOHN D	OPEN PRAIRIE - AG	3400	4.600	122.85
021433004	ARTER JOHN D	OPEN PRAIRIE - AG	21300	16.950	772.29
021435002	ARTER JOHN D	OPEN PRAIRIE - AG	47000	38.500	1704.16
021437002	ARTER JOHN D	OPEN PRAIRIE - AG	11100	11.400	402.12
021449001	ARTER JOHN D	OPEN PRAIRIE - AG	26700	23.900	967.32
021451001	ARTER JOHN D	OPEN PRAIRIE - AG	30400	33.300	1103.00
021453001	ARTER JOHN D	OPEN PRAIRIE - AG	4700	5.000	171.89
021555002	ARTER JOHN D	OPEN PRAIRIE - AG	11800	12.250	426.77
022321002	ARTER JOHN D	OPEN PRAIRIE - AG	52200	42.210	1892.18
022103001	ARTER MARY ELIZABETH	OPEN PRAIRIE - AG	23300	20.000	845.84
8506555041	BEASON CHARLES	RES - FOREST COVER	7300	2.810	0.00
8506555041	BEASON CHARLES	RES - OPEN PRAIRIE	14400	2.200	0.00
042749005	CAROL A KLEMME REV TRUST	FOREST COVER - AG	3300	3.000	119.31
040517002	CLAEYS ANDREW	FOREST COVER - AG	1700	3.210	62.30
040637001	CLAEYS ANDREW	FOREST COVER - AG	1400	10.500	50.73
040653004	CLAEYS ANDREW	FOREST COVER - AG	1400	3.600	49.30
041035001	CLAEYS PAUL D	OPEN PRAIRIE - AG	10400	8.300	376.30
9216071022	DAVIS J C JR	RES - FOREST COVER	34200	17.450	0.00
042007001	DIANE R MOHR REVOC TRUST	RES - FOREST COVER	15000	12.020	545.19

040305005	DOUGLAS E VICKSTROM REV TRUST	OPEN PRAIRIE - AG	7900	7.210	0.00
040349002	DOUGLAS E VICKSTROM REV TRUST	OPEN PRAIRIE - AG	118400	108.700	0.00
040351004	DOUGLAS E VICKSTROM REV TRUST	OPEN PRAIRIE - AG	284200	260.942	0.00
040353004	DOUGLAS E VICKSTROM REV TRUST	OPEN PRAIRIE - AG	239400	219.790	0.00
040455006	DOUGLAS E VICKSTROM REV TRUST	OPEN PRAIRIE - AG	51300	47.138	0.00
952333101	EUGENE L JOHNSON FAMILY TRUST	RES - OPEN PRAIRIE	33900	11.980	0.00
952335304	EUGENE L JOHNSON FAMILY TRUST	RES - OPEN PRAIRIE	6000	1.367	0.00
051951002	HAASE LIVING TRUST	RES - FOREST COVER	8100	3.740	0.00
051951004	HAASE LIVING TRUST	RES - FOREST COVER	4100	1.862	0.00
720249003	HAMILTON MARIANNE	FOREST COVER - AG	8900	18.100	324.19
920951002	HAWK GREGORY G	FOREST COVER - AG	9500	7.500	346.37
920951003	HAWK GREGORY G	RES - FOREST COVER	40200	11.500	0.00
030533001	HENNINGSEN ALAN L	FOREST COVER - AG	18400	22.300	667.87
030533001	HENNINGSEN ALAN L	OPEN PRAIRIE - AG	22600	19.500	819.07
030623001	HENNINGSEN ALAN L	FOREST COVER - AG	18600	15.000	673.67
030623001	HENNINGSEN ALAN L	OPEN PRAIRIE - AG	16300	14.500	592.01
030639001	HENNINGSEN ALAN L	FOREST COVER - AG	26200	22.000	951.65
030639001	HENNINGSEN ALAN L	OPEN PRAIRIE - AG	37400	32.200	1356.40
032619002	HILLMANN JON P	FOREST COVER - AG	20000	15.000	725.94
721707002	KOLWEY ROBERT L	FOREST COVER - AG	10600	22.980	386.21
952349201	MARGUERITE A JOHNSON 2004 TR	RES - OPEN PRAIRIE	13000	4.600	0.00
022105003	MOELLER BRADLEY D	FOREST COVER - AG	10300	9.480	374.26
022105003	MOELLER BRADLEY D	OPEN PRAIRIE - AG	21900	17.600	793.61
022107001	MOELLER BRADLEY D	FOREST COVER - AG	9000	7.000	324.79
022107001	MOELLER BRADLEY D	OPEN PRAIRIE - AG	36400	32.400	1319.25
021137001	MORRELL JANE E	RES - OPEN PRAIRIE	2200	2.000	0.00
021153006	MORRELL JANE E	RES - OPEN PRAIRIE	63100	3.248	0.00
850655503	NELLI LLC	RES - FOREST COVER	3100	1.200	0.00
850655503	NELLI LLC	RES - OPEN PRAIRIE	2800	0.436	0.00

9516491041	PRAIRIE OAKS LLC	RES - OPEN PRAIRIE	12900	6.600	0.00
850717011	PURCELL LINDA KAREN	RES - FOREST COVER	8100	3.100	0.00
850717011	PURCELL LINDA KAREN	RES - OPEN PRAIRIE	35900	5.500	0.00
0305370021	RATHJE TERRY D	RES - OPEN PRAIRIE	11400	4.200	0.00
021551001	RYAN LIVING TRUST	RES - FOREST COVER	5400	5.000	0.00
031301002	SLATER JOSEPH L	OPEN PRAIRIE - AG	500	0.500	17.68
031317004	SLATER JOSEPH L	OPEN PRAIRIE - AG	1600	1.500	57.36
021633002	STL PROPERTIES LLC	OPEN PRAIRIE - AG	26700	24.870	968.99
021649004	STL PROPERTIES LLC	OPEN PRAIRIE - AG	41400	34.920	1500.09
022101002	STL PROPERTIES LLC	OPEN PRAIRIE - AG	14000	12.110	506.32
910339005	STRUNK ANDREW	FOREST COVER - AG	2500	2.000	90.16
910339004	STRUNK KIM MARTIN	OPEN PRAIRIE - AG	7100	5.000	256.06
9216071021	TEE DONALD A	RES - OPEN PRAIRIE	14200	2.900	0.00
033303001	TOBIN LIVING TRUST	FOREST COVER - AG	700	0.500	24.46
033305001	TOBIN LIVING TRUST	FOREST COVER - AG	18200	14.500	661.52
033307001	TOBIN LIVING TRUST	FOREST COVER - AG	23000	24.500	835.94
033319001	TOBIN LIVING TRUST	FOREST COVER - AG	7100	8.200	258.34
033321001	TOBIN LIVING TRUST	FOREST COVER - AG	22700	28.100	824.35
033323001	TOBIN LIVING TRUST	FOREST COVER - AG	41500	39.200	1505.09
033401002	TOBIN LIVING TRUST	FOREST COVER - AG	200	1.000	8.02
033417001	TOBIN LIVING TRUST	FOREST COVER - AG	5500	9.000	200.57
850705002	WESLEY TAYLOR FAMILY PARTNERSHIP LLC	RES - FOREST COVER	18500	3.400	0.00
042749006	YOUNGERS LAWRENCE M	RES - OPEN PRAIRIE	13100	6.016	0.00
	·		1,799,100	1,457.489	27,059.020

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

MARCH 28, 2024

#### APPROVAL OF APPOINTMENTS TO BOARDS AND COMMISSIONS

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

- Section 1. That the appointment of Amy Nelson to Planning and Zoning Commission for an unexpired term expiring on January 10, 2025 is hereby approved.
- Section 2. That the appointment of Carol Earnhardt to Public Safety Authority for an unexpired term expiring on June 20, 2024 is hereby approved.
- Section 3. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S CERTIFIES THAT THIS RI HAS BEEN FORMALLY AI	ESOLUTION PPROVED BY THE
BOARD OF SUPERVISORS	
	DATE
SCOTT COUNTY AUDITO	R

#### RESOLUTION

#### SCOTT COUNTY BOARD OF SUPERVISORS

MARCH 28, 2024

APPROVAL OF WARRANTS IN THE AMOUNT OF \$3,440,370.31

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 330750 through 331027 as submitted and prepared for payment by the County Auditor, in the total amount of \$3,440,370.31.
- Section 2. This resolution shall take effect immediately.

Prepared by: Scott Co	unty Planning and	Development, 600 V	West Fourth Street, Davenport
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Iowa SCOTT COUNTY ORDINANCE NO. 24-\_\_\_\_

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 19.04 ACRES IN SECTION 18, ALLENS GROVE TOWNSHIP FROM AGRICULTURAL-PRESERVATION (A-P) TO INDUSTRIAL (I), ALL WITHIN UNINCORPORATED SCOTT COUNTY.

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

**Section 1.** In accordance with Section 6-33 <u>Scott County Code</u>, the following described unit of real estate is hereby rezoned from Agricultural-Preservation (A-P) to Industrial (I) to-wit:

Part of the Northwest Quarter of the Southeast Quarter of Section 18, in Township 80 North, Range 2 East of the 5<sup>th</sup> P.M. (Allens Grove Township), being more particularly described as follows:

All portions of Parcel 081837004 south/southwest of Allens Grove Road not already zoned Industrial

- **Section 2.** This ordinance changing the above described land to Industrial (I) is approved.
- 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.

Approved this	day of	2024.	
			Ken Beck, Chair Scott County Board of Supervisors
			Kerri Tompkins, County Auditor

The Board of Supervisors of Scott County, Iowa met in regular session on the 28th day of
March, 2024, at 5:05 p.m. at the Scott County Administration Center at 600 West Fourth Street,
Davenport, Iowa 52807. The meeting was called to order and there were present Ken Beck, the
Chairman and the following Board of Supervisors members:

Absent:			

The Board of Supervisors investigated and found that notice of a public hearing on the proposal to issue Private School Facility Revenue Notes (St. Joan of Arc School Project), Series 2024A (the "Notes"), in an amount not to exceed \$8,400,000 had been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposal to issue such Private School Facility Revenue Notes, the Chairman announced that all residents attending the hearing would now be given an opportunity to express their views for or against the proposal to issue the Private School Facility Revenue Notes. The following residents attending the hearing expressed their views as follows:

(Here set out the names of residents appearing and summaries of any views expressed. If none, insert the word "None.")

After all residents who appeared at the meeting who desired to do so had expressed their views for or against the proposal to issue the Notes, there was introduced and caused to be read a Resolution entitled:

"RESOLUTION TO PROCEED WITH THE ISSUANCE AND SALE OF PRIVATE SCHOOL FACILITY REVENUE NOTES (ST. JOAN OF ARC SCHOOL PROJECT), SERIES 2024A, IN AN AMOUNT NOT TO EXCEED \$8,400,000"

The resolution was moved by Super	visor and seconded by Supervisor
	due consideration of said resolution by the Board of
Supervisors the Chairman put the ques	ation on the motion and upon the roll being called, the
following named Supervisors voted:	
Ayes:	
Nays:	
W/I	
duly adopted and signed his approval the	red said resolution, a copy of which is attached hereto,
dury adopted and signed his approval the	Heto.
	* * * * *
	Ken Beck, Chairman
	Ten Boon, Chamman
Attest:	
Kerri Tompkins, County Auditor	

#### RESOLUTION

RESOLUTION TO PROCEED WITH THE ISSUANCE AND SALE OF PRIVATE SCHOOL FACILITY REVENUE NOTES (ST. JOAN OF ARC SCHOOL PROJECT), SERIES 2024A, IN AN AMOUNT NOT TO EXCEED \$8,400,000

WHEREAS, the County of Scott, Iowa (hereinafter referred to as the "County"), is a county and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"), and is authorized and empowered by Chapter 419 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, improving and equipping a "project" (as defined in the Act) for the purpose of securing and developing industry and trade within or near the County in order to create jobs and employment opportunities and to improve the welfare of the residents of the County and the State; and

WHEREAS, the County has been requested by Our Lady of Lourdes Church of Bettendorf, Iowa and St. John Vianney Church of Bettendorf, Iowa both of which are whollyowned 501(c)(3) organizations for the Diocese of Davenport (the "Borrowers") to authorize and issue its Private School Facility Revenue Notes (St. Joan of Arc School Project), Series 2024A pursuant to the provisions of the Act for the purpose of (i) financing the construction, improving and equipping of a new 79,990 square foot co-educational, regional Catholic school known as the St. Joan of Arc School located on land located at the Northwest corner of Hopewell Avenue and Criswell Street in Bettendorf, Iowa (altogether, the "School"); (ii) refunding debt previously issued to purchase land where the School will be built; (iii) paying capitalized interest; and (iv) paying costs of issuance (altogether, the "Project"); and

WHEREAS, it is proposed that the County issue not to exceed \$8,400,000 aggregate principal amount of Private School Facility Revenue Notes (St. Joan of Arc School Project), Series 2024A (the "Notes") and loan said amount to the Borrowers under a Loan Agreement among the County, the Borrowers, and Blackhawk Bank & Trust, as purchaser (the "Loan Agreement"), the obligation of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Notes as and when the same shall become due; and

WHEREAS, notice of a public hearing on a proposal to issue the Notes has been duly given in compliance with Section 147 of the Internal Revenue Code of 1986 and Chapter 419 of the Code of Iowa; and

WHEREAS, a public hearing has been held on the proposal to issue the Notes at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Notes have been heard;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY AS FOLLOWS:

Section	1. That it is here	eby determined	that it is ne	ecessary and a	dvisable th	nat the C	County
proceed with th	e issuance of the	Notes, of the	County in a	n amount not	to exceed	\$8,400,0	000 as
authorized and 1	permitted by the	Act to finance	the Project t	to that amoun	t <b>.</b>		

- <u>Section 2</u>. That the officers of the County are hereby authorized and directed to do any and all things deemed necessary related to the issuance and the sale of the Notes.
- <u>Section 3</u>. That the publication of the notice of the public hearing on the issuance of the Notes is hereby ratified, confirmed and approved.
- <u>Section 4</u>. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
- <u>Section 5</u>. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved this 28th day of March, 2024.

	Ken Beck, Chairman	
Attest:		
Kerri Tompkins, County Auditor		

STATE OF IOWA	)
	) SS
COUNTY OF SCOTT	)

I, Kerri Tompkins, County Auditor, do hereby certify that I have in my possession or have access to the complete corporate records of said County and of its Board of Supervisors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that said transcript hereto attached is a true, correct and complete copy of all of the records showing the action taken with respect to the matters set forth therein by the Board of Supervisors of said County on March 28, 2024, which proceedings remain in full force and effect, and have not been amended and rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Supervisors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Supervisors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the County and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no vacancy on the Board of Supervisors of the County existed except as may be stated in said proceedings, and that there is no controversy or litigation pending, prayed or threatened involving the incorporation, organization and existence of the County or the right of the individuals named therein as members to their respective positions.

WITNESS my hand and the seal of said County hereto affixed this 28th day of March, 2024.

 Kerri Tompkins, County Auditor

(SEAL)

Notes (St. Joan of A	discussed concerning the proposal to issue Private School Facility Revenurc School Project), Series 2024A. Following a discussion of the proposa introduced and caused to be read a Resolution entitled:
AND SALE JOAN OF A PRINCIPAL IOWA, THE	N AUTHORIZING THE ISSUANCE, EXECUTION, DELIVERY OF PRIVATE SCHOOL FACILITY REVENUE NOTES (ST. RC SCHOOL PROJECT), SERIES 2024A IN AN AGGREGATE AMOUNT NOT TO EXCEED \$8,400,000, OF SCOTT COUNTY, EXECUTION AND DELIVERY OF A LOAN AGREEMENT OND PURCHASE AGREEMENT AND OTHER MATTERS THERETO,
the motion and upon	ption, seconded by Supervisor After duresolution by the Board of Supervisors, the Chairman put the question of the roll being called, the following named Supervisors voted:
Nays:	
	ne Chairman declared said resolution, a copy of which is attached heretoned his approval thereto.
J 1 8	
, 1	

The Board of Supervisors of Scott County, Iowa met in regular session on the 28th day of

March, 2024, at 5:05 p.m. at the Scott County Administration Center at 600 West Fourth Street, Davenport, Iowa 52807. The meeting was called to order and there were present Ken Beck,

#### RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE, EXECUTION, DELIVERY AND SALE OF PRIVATE SCHOOL FACILITY REVENUE NOTES (ST. JOAN OF ARC SCHOOL PROJECT), SERIES 2024A IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,400,000, OF SCOTT COUNTY, IOWA, THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND A BOND PURCHASE AGREEMENT AND OTHER MATTERS RELATING THERETO.

WHEREAS, Scott County, Iowa (hereinafter referred to as the "County"), is a county and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"), and is authorized and empowered by Chapter 419 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, improving and equipping a "project" (as defined in the Act) for the purpose of securing and developing industry and trade within or near the County in order to create jobs and employment opportunities and to improve the welfare of the residents of the County and the State; and

WHEREAS, the County has been requested by Our Lady of Lourdes Church of Bettendorf, Iowa and St. John Vianney Church of Bettendorf, Iowa both of which are whollyowned 501(c)(3) organizations for the Diocese of Davenport (the "Borrowers") to authorize and issue its Private School Facility Revenue Notes (St. Joan of Arc School Project), Series 2024A (the "Notes") pursuant to the provisions of the Act for the purpose of (i) financing the construction, improving and equipping of a new 79,990 square foot co-educational, regional Catholic school known as the St. Joan of Arc School located on land located at the Northwest corner of Hopewell Avenue and Criswell Street in Bettendorf, Iowa (altogether, the "School"); (ii) refunding debt previously issued to purchase land where the School will be built; (iii) paying capitalized interest; and (iv) paying costs of issuance (altogether, the "Project"); and

WHEREAS, a public hearing on the proposal to issue the Notes has previously been held in compliance with Section 147 of the Internal Revenue Code of 1986 and Chapter 419 of the Code of Iowa; and

WHEREAS, the County will loan the proceeds from the sale of the Notes to the Borrowers pursuant to the provisions of a Loan Agreement among the County, the Borrowers and Blackhawk Bank & Trust (the "Bank"), as purchaser (the "Loan Agreement"), pursuant to which the obligations of the Borrowers will be sufficient to pay the principal of and interest and premium, if any, on the Notes as and when the same shall be due; and

WHEREAS, arrangements have been made for the sale of the Notes to the Bank; and

WHEREAS, there have been presented to this meeting the following documents, which the County proposes to enter into:

- 1. The form of Loan Agreement;
- 2. The form of the Notes, as set forth in the Loan Agreement; and
- 3. The form of Bond Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY, IOWA, AS FOLLOWS:

Section 1. That the Notes be and the same are hereby authorized and ordered to be issued by the County in accordance with the Loan Agreement. The actual principal amount of the Notes and the maturity dates for the Notes shall be set forth in the Loan Agreement and the interest rate to be borne by the Notes shall be a variable rate as set forth in and subject to the terms and conditions of the Loan Agreement. That the Chairman and County Auditor of the County are hereby authorized and directed to execute and deliver the Notes.

Section 2. That the County loan to the Borrowers the proceeds of the Notes pursuant to the Loan Agreement. The forms of the Loan Agreement and the Bond Purchase Agreement are hereby approved in substantially the same form as submitted to the County, with such final changes as approved by the officers of the County and its Issuer's Counsel. The Chairman and the County Auditor are hereby authorized and directed to execute and acknowledge the Loan Agreement and the Bond Purchase Agreement and affix the seal of the County thereto, which Loan Agreement and Bond Purchase Agreement, with such changes therein as shall be approved by the officers executing such document and its Issuer's Counsel, approval to be conclusively evidenced by the execution thereof.

Section 3. That the sale of the Notes to Bank be and the same is hereby approved and confirmed and the Chairman and the County Auditor are hereby authorized to execute and deliver any appropriate instrument to evidence the sale of the Notes to the Bank.

Section 4. THAT THE NOTES SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE COUNTY. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE NOTES SHALL BE PAYABLE SOLELY OUT OF THE REVENUES DERIVED FROM THE LOAN AGREEMENT OR OTHERWISE PLEDGED, ASSIGNED OR SECURED THEREUNDER AND ARE NOT OTHERWISE AN OBLIGATION OF COUNTY. THE NOTES AND INTEREST THEREON SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT.

Section 5. That the Chairman and the County Auditor are hereby authorized and directed to execute any and all documents and certificates, and do any and all things deemed necessary in order to effect the issuance and sale of the Notes and the execution and delivery of the Loan Agreement and Bond Purchase Agreement and to carry out the intent and purposes of this resolution.

Section 6.	That the	Issuer is	designating	the Note	s as	"qualified	tax-exe	mp
obligations" for the	purposes of	of Section	265(b) of th	e Internal	Reve	enue Code	of 1986,	, as
amended, to the exten	it that the N	lotes qualif	y for such des	signation.				

<u>Section 7</u>. That the provisions of this resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

<u>Section 8</u>. That all resolutions and parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

<u>Section 9</u>. That this resolution shall become effective immediately upon its passage and approval.

Passed and approved this 28th day of March, 2024.

	Ken Beck, Chairman	
Attest:		
Kerri Tompkins, County Auditor		

STATE OF IOWA	)
	) SS:
COUNTY OF SCOTT	)

I, Kerri Tompkins, County Auditor of Scott County, do hereby certify that I have in my possession or have access to the complete corporate records of said County and of its Board of Supervisors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that said transcript hereto attached is a true, correct and complete copy of all of the records showing the action taken with respect to the matters set forth therein by the members of said Board of Supervisors on March 28, 2024, which proceedings remain in full force and effect, and have not been amended and rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Supervisors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Supervisors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the County and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no vacancy on the Board of Supervisors existed except as may be stated in said proceedings, and that there is no controversy or litigation pending, prayed or threatened involving the incorporation, organization and existence of the County or the right of the individuals named therein as members to their respective positions.

WITNESS my hand and the seal of said County hereto affixed this 28th day of March, 2024.

Kerri Tompkins, County Auditor	

(SEAL)

#### OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street Davenport, Iowa 52801-1003

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



March 18, 2024

TO: Mahesh Sharma, County Administrator

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

RE: Budget Adoption Hearings

Please find attached the resolution to approve the FY25 Budget Hearing date. The State of Iowa adjusted the due date for budgets to be adopted by County Boards of Supervisors after the completion of a public hearing on property taxes. The property tax hearing is to be held at 5:00 March 28, 2024. No other business may be held at this meeting. This resolution will be part of the County's rescheduled Board meeting at 5:05 P.M. on March 28, 2024.

Public notice of the hearing is required to be published between 10 and 20 days before the hearing. The publication will be scheduled for Wednesday April 10, 2024 in the two official County newspapers and will also be posted on the county website according to state law.

The maximum tax levy hearing is in accordance with HF 718 (2023 legislative session). The County posted maximum amount adopted of general services (General Fund) of \$62,890,646 and Rural Services of \$3,700,000. A new public hearing of the maximum tax levy will not be required at this time. The final adopted budget levy may not exceed approved and published dollar amounts.

		FY 2025 Maximum
	FY 2024 Actual Levy	Tax Levy
General Fund	\$58,532,811	\$61,582,860
Rural Services Fund	\$3,415,717	\$3,483,598

Administration staff is recommending the final budget adoption on April 24, 2024. The budget is required to be adopted by April 30, 2024.

Additionally due to the need for secondary roads projects to be considered for state funding, a public hearing on the five-year capital improvement plan is requested. We will hold the public hearing on the Secondary Roads plan at 5:000 April 11, 2024. This date will allow the county to adopt a spending resolution on the Secondary Roads Budget that same evening and meet a state deadline of April 15, 2024.

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

MARCH 28, 2024

# AUTHORIZING THE SETTING OF A PUBLIC HEARING ON THE FY25 ANNUAL BUDGET AND THE FIVE YEAR CAPITAL IMPROVEMENT PLAN

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

Section 1. All County departmental FY25 budget requests and all authorized agency FY25 funding requests are hereby authorized for filing and publication as the budget estimate for FY25. The published budget levy amount for the County-wide levy and Rural Services levy shall not exceed the maximum tax levy amount heard at March 28, 2024 special board meeting.

Section 2. The Board of Supervisors hereby fixes the time and place for a public hearing on said budget estimate for Thursday, April 25, 2024 at 5:00 p.m. in the Board Room at the Scott County Administrative Center.

Section 3. The Board of Supervisors hereby fixes the time and place for a public hearing on Secondary Roads five-year capital spending plan and budget for Thursday, April 11, 2024 at 5:00 p.m. in the Room 258 of the County Courthouse.

Section 4. The Scott County Director of Budget and Administrative Services is hereby directed to publish the notices and estimates summary as required by law.

Section 5. This resolution shall take effect immediately.