

Scott County Board of Supervisors

August 24, 2006; 5:30 p.m.

The Board of Supervisors met pursuant to adjournment with all members present.

The Board recited the Pledge of Allegiance.

Moved by Hancock, seconded by Adamson, approval of the minutes of the August 10, 2006 Regular Board Meeting. All Ayes.

Moved by Hancock, seconded by Gallin, that the following resolution be adopted. All Ayes.

BE IT RESOLVED 1) That the Scott County Board of Supervisors and County Engineer have reviewed the proposed vacation and closure of a portion of Scott County Secondary Road, described as follows:

A part of County Road on 144th Ave. described as follows: A portion of the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 9 Township 80 North Range 3 East of the 5th P.M. being a strip of land 40 feet wide, 20 feet on each side of the following described centerline which lies North of Lot 2 of Marvin L. Thomsen Subdivision; commencing at the SE corner of the NE ¼ of the NW ¼ of Section 9 Township 80 North Range 3 East of the 5th P.M. (Winfield Township) which point is on the center line of the C.R.I. and P. Railroad Company's tracks; thence S 89 degrees 36 minutes West on the centerline of said tracks 680.5 feet; thence following the centerline of a 40 foot road as fenced North 0 degrees 21 minutes East 1128.7 feet; thence North 36 degrees 59 minutes West 218.5 feet; thence South 89 degrees 51 minutes West 622.82 feet; thence South 84 degrees 51 minutes West a distance of 220.49 feet; thence westerly 11.13 feet along 1146 feet radius curve to previously vacated roadway. 2) That the proposed road vacation and closure proceedings are hereby denied. 3) This resolution shall take effect immediately.

Moved by Gallin, seconded by Adamson, the motion approving personnel actions as presented by the County Administrator. All Ayes.

NEW HIRES

Employee/Department	Position	Salary	Effective Date	Remarks
Crystal Krauter FSS	Clerk II	\$24,149	08/15/06	Fills new position created by Board resolution dated 3/7/06
Chad Weipert Sheriff/Jail	Correction Officer Trainee	\$28,704	08/29/06	Fills vacancy created by Transition Team

TRANSFERS AND PROMOTIONS

Employee/Department	New Position	Salary Change	Effective Date	Remarks
Kris Ion-Rood	Sergeant	\$48,714 - \$54,475	08/21/06	Replaces Tim Lane

Sheriff

Tim Lane Sheriff Lieutenant \$56,160 - \$58,968 08/21/06 Replaces Paul VanSteenhuysen

LEAVES OF ABSENCE/OTHER

Table with 4 columns: Employee/Department, Position, Effective Date, Remarks. Row 1: None

BARGAINING UNIT STEP INCREASES

Table with 5 columns: Employee/Department, Position, Salary Change, Wage Step, Effective Date. Rows include Peter Bawden Sheriff, William Wulf FSS, Kenneth Clark Secondary Roads, Claudine Davis Community Services, Tim Jaques Sheriff/Jail, John Skaala Sheriff, Brian McCollom Sheriff, Meghann Messmore Sheriff, Earl Coffman Sheriff/Jail, Frank Sisco Sheriff/Jail.

MERIT INCREASES

Table with 5 columns: Employee/Department, Position, Salary Change, % of Midpoint, Effective Date. Row 1: William Boyd Corrections Sergeant

* First or second review following appointment or promotion. Salary adjusted 5% if not above 95% of midpoint & employee receives rating of 3 or better.

BONUS

Table with 3 columns: Employee/Department, Position, Effective Date. Rows include Dennis Meyer Secondary Roads, John Rushton Community Services.

SEPARATIONS

Employee/Department	Position	Hire Date	Separation Date	Reason for Separation
LaMark Combs Sheriff/Jail	Correction Officer	02/16/99	08/04/06	Discharged
Michael Maddox Planning & Development	Planning Intern	06/07/06	08/14/06	Seasonal position
Robert Myers Sheriff/Jail	Correction Officer	04/15/02	08/20/06	Voluntary resignation
Paul VanSteenhuysse Sheriff	Lieutenant	01/05/87	08/18/06	Retirement

REQUEST TO FILL VACANCIES

Position/Department	Position Status	Starting Date	Previous Incumbent	Recommendation
None				

TUITION REQUESTS

Employee/Department	Position	Course of Study	Course dates(s)
Alma Bakoylis County Attorney	Data Entry Clerk	Sales Principles of Marketing Scott Community College	8/28/06 – 12/18/06
Cheri Sexton Human Resources	Benefits Coordinator	Accounting Principles I Accounting Principles II St. Ambrose	8/28/06 – 10/19/06 10/23/06 – 12/14/06

Moved by Adamson, seconded by Gallin, that the following resolution be adopted. All Ayes.

BE IT RESOLVED 1) That the 28E Agreement between Davenport Hospital Ambulance Corporation (MEDIC), Genesis Health System, Trinity Regional Health System, Scott County Board of Health and Scott County Board of Supervisors for medical services in Scott County for five years expiring on June 30, 2011 is hereby approved. 2) That the Chairman is authorized to sign the agreement. 3) This resolution shall take effect immediately.

Moved by Sunderbruch, seconded by Gallin, the motion to open a public hearing relative to providing for the issuance of revenue refunding bonds and related documents for Ridgecrest Village. All Ayes.

No persons were present and no written petitions were submitted to the Board.

Moved by Minard, seconded by Sunderbruch, to close the public hearing. All Ayes.

Moved by Sunderbruch, seconded by Gallin, that the following resolution be adopted. Roll Call: Ayes - Gallin, Hancock, Minard, Sunderbruch, Adamson.

BE IT RESOLVED 1) That, in order to refund the Prior Bonds, to fund a debt service reserve fund and to pay a portion of the costs of issuance of the Bonds, the Bonds be and the same are hereby authorized and ordered to be issued pursuant to the Bond Trust Indenture (the "Original Indenture") dated as of September 1, 2000 by and between the Issuer and Wells Fargo Bank, National Association (the "Trustee"), as supplemented and amended by a First Supplemental Bond Trust Indenture (the "First Supplemental Indenture") between the Issuer and the Trustee and a Second Supplemental Bond Trust Indenture (the "Second Supplemental Indenture") between the Issuer and the Trustee (the Original Indenture as supplemented and amended by the First Supplemental Indenture and the Second Supplemental Indenture is referred to herein as the "Indenture"), which Second Supplemental Indenture will be in substantially the form as has been presented to and considered by this Board and containing substantially the terms and provisions set forth therein, and the forms, terms and provisions of the Bonds and the First Supplemental Indenture are hereby approved, and the Chairperson and the County Auditor are hereby authorized and directed to execute, attest, seal and deliver the Second Supplemental Indenture, and the Chairperson and the County Auditor are further authorized and directed to execute, attest, seal and deliver the Bonds as provided in the Second Supplemental Indenture, including the use of facsimile signatures as therein provided; it is the intent hereof that the Bonds shall be issued in one or more series in an aggregate principal amount not to exceed \$14,750,000 and shall bear interest at rates which result in a yield on any series of Bonds of not to exceed 8.00% per annum, and shall mature on the dates and in the amounts and shall be subject to redemption on such dates and in such amounts as shall be finally determined by the Borrower and the Underwriter. The execution and delivery of the Second Supplemental Indenture by the Chairperson and County Auditor shall constitute approval by this Board and the Issuer of the final terms and provisions of the Bonds, including the final principal amount thereof, the interest rates thereon, the dates and amounts of maturities thereof and the redemption provisions relating thereto.

2) That the Issuer loan the proceeds of the Bonds to the Borrower for the purposes set out in the preamble hereof, such loan of the proceeds of the Bonds to be pursuant to the Second Supplemental Loan Agreement by and between the Issuer and the Borrower, in substantially the form as has been presented to and considered by this Board and containing substantially the terms and provisions set forth therein, and the form, terms and provisions of the Second Supplemental Loan Agreement are hereby approved, and the Chairperson and the County Auditor are hereby authorized and directed to execute, attest, seal and deliver the Second Supplemental Loan Agreement.

3) That the Third Amendment to Loan Agreement, Mortgage and Security Agreement by and between the Issuer, the Borrower and the City (the "Third Amendment to Mortgage") amending and supplementing the Loan Agreement, Mortgage and Security Agreement dated as of October 15, 1993 (the "Original Mortgage") as previously amended and supplemented by the First Amendment to Loan Agreement, Mortgage and Security Agreement dated as of September 1, 2000 (the "First Amendment to Mortgage") and the Second Amendment to Loan Agreement, Mortgage and Security Agreement dated as of November 1, 2004 (the "Second Amendment to Mortgage," and together with the First Amendment to Mortgage, the Third Amendment to Mortgage and

the Original Mortgage, the "Mortgage"), to subject the Borrower's facilities and the real estate relating thereto to the lien of the Mortgage and to provide for the issuance of the Series 2006 Note (as defined in the Loan Agreement) on a parity with the Series 2004 Notes (as defined in the Loan Agreement), is authorized and approved and the execution and delivery of the Third Amendment to Mortgage by the Chairperson and the County Auditor are hereby authorized and approved. 4) That the sale of the Bonds to the Underwriter pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the Issuer, the Borrower and the Underwriter, in substantially the form as has been presented to and considered by this Board at a price to be agreed upon by the Borrower and the Underwriter, is hereby authorized and approved and the execution and delivery of the Bond Purchase Agreement by the Chairperson and the County Auditor are hereby authorized and approved. 5) That the use by the Underwriter of the Preliminary Official Statement relating to the Bonds is hereby approved, and the Underwriter is hereby authorized to prepare and use a final Official Statement, substantially in the form of the Preliminary Official Statement but with such changes therein as are required to conform the same to the terms of the Bonds, the Indenture, the Loan Agreement, the Mortgage and the Bond Purchase Agreement, all in connection with the selling of the Bonds to the public; provided that this authorization shall not be deemed to imply review or approval of information contained in the Preliminary Official Statement and the final Official Statement by the Issuer, except for information and statements set forth under the captions "Introduction – The Issuer" and "Litigation – The Issuer" therein; and such Official Statement as of its date will be approved thereof by the Chairperson deemed final by the Issuer within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission. 6) That it is hereby found, determined and declared that the Bonds and interest and premium, if any, thereon shall never constitute the debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but the Bonds and interest and premium, if any, thereon shall be payable solely and only from the revenues derived from the Loan Agreement and the debt obligations of the Borrower delivered pursuant thereto; and no part of the cost of financing the Project will be payable out of the general funds or other contributions of the Issuer (except the proceeds of the Bonds and any subsequent issues of bonds permitted under the Loan Agreement and the Indenture). 7) That the Chairperson and the County Auditor are hereby authorized and directed to execute, attest, seal and deliver any and all documents and do any and all things deemed necessary to effect the issuance and sale of the Bonds and the execution and delivery of the Second Supplemental Loan Agreement, the Second Supplemental Indenture, the Third Amendment to Mortgage, the Bond Purchase Agreement and an agreement concerning the maintenance of the tax-exempt status of the Bonds, and to carry out the intent and purposes of this Resolution, including the preamble hereto and the execution by the Chairperson and, if required, the County Auditor, of the Bonds, the Second Supplemental Indenture, the Second Supplemental Loan Agreement, the Second Amendment to Mortgage, the Bond Purchase Agreement and an agreement concerning the maintenance of the tax-exempt status of the Bonds shall constitute conclusive evidence of their approval and this Board's approval thereof and of any and all changes,

modifications, additions or deletions therein from the respective forms thereof now before this meeting. 8) That the provisions of this Resolution are hereby declared to be separable and if any action, 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. 9) That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved August 24, 2006.

Chairperson, Board of Supervisors

Attest:

County Auditor

* * * Other Business * * *

On motion and vote, the meeting adjourned.

Moved by Sunderbruch, seconded by Gallin, that the following resolution be adopted. All Ayes.

BE IT RESOLVED 1) The purchase of Citrix Software Maintenance for 320 Metaframe XPe Licenses in the amount of \$17,000 is hereby approved. 2) This resolution shall take effect immediately.

Moved by Sunderbruch, seconded by Gallin, that the following resolution be adopted. All Ayes.

BE IT RESOLVED 1) That the Board of Supervisors does hereby proclaim and recognize the Sesquicentennial Celebration of the Town of Maysville, and urges Scott County citizens to attend and enjoy the festivities. 2) This resolution shall take effect immediately.

Chairman Gallin read the resolution in its entirety:

“WHEREAS, the Scott County Board of Supervisors congratulates the Town of Maysville in celebration of their Sesquicentennial which will be held on Saturday, August 26 at Roehlk Park, and

WHEREAS, Maysville was platted in 1856 by Captain James May. James May was a steamer captain of the “Shamrock,” which traveled the Mississippi River from St. Louis, Missouri to Galena, Illinois. After the town was established, the town could boast that they established the first stagecoach stop west of the Mississippi; however, the

railroad never arrived. Despite this setback, the town thrived and had a two story hotel, saloon and store, and

WHEREAS, *the town currently has a population of 165, several businesses, and a strong agricultural heritage located in Hickory Grove Township. There are 23 Century Farms designated in this area, among the most of any township in Iowa.”*

NOW THEREFORE, BE IT RESOLVED BY...(see above)

Moved by Sunderbruch, seconded by Adamson, the resolution approving warrants numbered 193234 through 193636 as submitted and prepared for payment by the County Auditor in the total amount of \$1,557,806.19 and the purchase card transactions in the total amount of \$50,353.88. Roll Call: Ayes - Gallin, Hancock, Minard, Sunderbruch, Adamson.

Moved by Sunderbruch, seconded by Gallin, the Board adjourn until 8:00 a.m., Tuesday, September 5, 2006, subject to prior call by the Chairman. All Ayes.

Larry Minard, Chairman of the Board
Scott County Board of Supervisors

ATTEST: Karen L. Fitzsimmons
Scott County Auditor