

Scott County Board of Supervisors
February 14, 2013 5:30 p.m.

The Board of Supervisors met pursuant to adjournment with Earnhardt, Hancock, Minard, Sunderbruch and Cusack present. The Board recited the pledge of allegiance.

Moved by Hancock, seconded by Earnhardt approval of the minutes of the January 31, 2013 Regular Board Meeting. All Ayes.

Moved by Cusack, seconded by Earnhardt a motion to open a public hearing relative to the Budget Amendment to the County's current FY13 Budget. All Ayes.

No one from the public spoke.

Moved by Cusack, seconded by Earnhardt a motion to close the public hearing. All Ayes.

Moved by Cusack, seconded by Sunderbruch a motion to open a public hearing relative to the FY14 Operating Budget and the Capital Improvement Programs for FY15-18. All Ayes.

Administrator Dee Bruemmer gave a power point presentation regarding the FY14 Operating and Capital Budget.

Diane Holst, Eldridge, discussed with the Board her concerns with Library fees charged to each town, her concerns with tax increases and wondered when the County would start cutting services.

Moved by Cusack, seconded by Earnhardt a motion to close the public hearing. All Ayes.

Moved by Sunderbruch, seconded by Cusack a resolution approving the following 28E Agreement between Scott County, Iowa and Clinton County, Iowa for roadside management services in Scott County. All Ayes.

CLINTON COUNTY – SCOTT COUNTY JOINT PUBLIC SERVICE AGREEMENT

WHEREAS, Under Chapter 28E of the Code of Iowa, Clinton County, Iowa, may as a public agency, enter into an agreement with a public agency which is a political subdivision of the State of Iowa, such as another County governing body, to cooperate in such a way as to provide joint service to their constituents and to cooperate in other ways of mutual advantage; and

WHEREAS, The Clinton County Board of Supervisors and the Scott County Board of Supervisors wish to define and clarify the level of service to be provided by the

Clinton County Roadside Management Department to Scott County for roadside management services in Scott County and the corresponding reimbursement rate for the services provided, and,

WHEREAS, It is deemed to be in the best interest of Clinton County and Scott County, counties organized and existing under the laws of the State of Iowa, and their respective citizens that both Counties jointly undertake to provide sharing of roadside management services.

THEREFORE BE IT RESOLVED that the following provisions shall apply:

A. Scope of Roadside Management Services to be provided by Clinton County:

1. Treatment of aggregate shoulders adjacent to paved road surfaces with chemicals used by Clinton County.
2. Treatment of guardrail installations on paved roads with chemicals used by Clinton County.
3. Treatment of noxious weeds and brush identified within the Right of Way (ROW) of Scott County roadways with chemicals used by Clinton County.
4. Assist the Scott County Weed Commissioner with following duties:
 - i. Provide detailed chemical application reports weekly
 - ii. Prepare notification letters of noxious weed control requirements for property owners identified with noxious infestations and submit to the Scott County Weed Commissioner for review.
 - iii. Assist in the preparation of the annual Weed Commissioner's report for submittal to the Scott County Board of Supervisors
 - iv. Assist in determining proper areas for weed spray and seeding.
 - v. Make recommendation of chemical and seed mixtures for applications.
5. Seed ditch cleanout areas within ROW with hydro-seeder and seed mix approved by Scott County on an as requested basis. This activity will be subject to equipment availability and environmental conditions.
6. Clinton County shall perform routine inspections to determine the quality of noxious weed and brush control of the chemical treatments.
7. Clinton County will utilize one of their spray truck units in Scott County beginning May 1st and continue operating the truck in Scott County treating the ROW and shoulder areas for a period of approximately 10 weeks. Once the entire ROW in Scott County has been inspected by the Clinton County spray crew (two people) and Scott County, the crew and truck will return to

duty in Clinton County. Spray crew personnel shall be licensed to apply the chemicals typically applied by Clinton County.

8. Spot spray ROW and shoulder areas, after initial treatment, approved by Scott County on an as requested basis. This activity will be subject to equipment availability and environmental conditions.

B. Reimbursement requirements:

1. All materials, chemicals, labor and equipment costs shall be reimbursed to Clinton County by Scott County on a once per month billing basis. Billing documentation shall include itemized lists of personnel hours, quantity of materials used and hours of equipment usage. All invoices for services shall be paid by the end of the fiscal year in which the costs occurred.
2. Labor costs shall include actual costs, including benefits.
3. The equipment rental rates used shall be those published by the Iowa Department of Transportation (As listed for cost accounting and Annual Report purposes) for the fiscal year the expenses were incurred. The rates selected shall be for the type of equipment similar to the equipment used by Clinton County.

For areas of misapplication resulting in crop damage or other non crop area damage, Clinton County shall assist Scott County in determining the extent of the damage and a proper settlement. The cost of any settlements shall be paid jointly by Scott County and Clinton County.

Execution of Agreement

The parties hereunto shall approve this 28E Agreement by resolution of their respective Board, which shall authorize the execution of this Agreement. It shall then be filed in the Office of the Iowa's Secretary of State and the Office of the County Recorder of both Clinton County and Scott County, Iowa, in accordance with Chapter 28E, Code of Iowa. This Agreement shall be effective when recorded with the County Recorder and shall remain in effect until it is terminated as provided for in this agreement. This agreement shall not relieve either party of any obligation of liability imposed upon it by law except to the extent that the actual and timely performance during the term of the Contract may be offered in satisfaction of the obligation or responsibility.

This is the entire Agreement between the parties, and it may be amended only in writing. The laws of the State of Iowa shall apply to this Contract of Agreement. This agreement shall remain in effect until such time as either agency chooses to terminate it. If either agency chooses to terminate the agreement written notice shall be provided and the agreement shall remain in effect until July 1st of that year. The agreement may be terminated immediately if both agencies agree in writing to terminate the agreement.

All parties to this Agreement shall cooperate with each other to the fullest extent possible in order to facilitate and carry out the provisions of this Agreement.

Moved by Sunderbruch seconded by Hancock approval of the second and final reading of the following ordinance to amend the Zoning Map by rezoning approximately 4.72 acres from conditional Commercial and Light Industrial (C-2) with a landscaping business only use restriction to Commercial and Light Industrial (C-2) without any use restriction. Roll Call: All Ayes.

SCOTT COUNTY ORDINANCE NO. 13-02

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 4.72 ACRES IN SECTION 7, PLEASANT VALLEY TOWNSHIP FROM COMMERCIAL-LIGHT INDUSTRIAL (C-2) WITH A LANDSCAPING BUSINESS ONLY USE RESTRICTION, TO COMMERCIAL AND LIGHT INDUSTRIAL (C-2) WITHOUT ANY USE RESTRICTION, ALL WITHIN UNINCORPORATED SCOTT COUNTY.

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

Section 1. In accordance with Section 6-31 Scott County Code, the following described units of real estate are hereby rezoned from conditional Commercial and Light Industrial (C-2), with a landscaping business only use restriction, to Commercial and Light Industrial (C-2), without any use restriction to-wit:

Tract commencing at the Southwest corner of the Southeast Quarter (SE ¼) of Section Seven (7), Township Seventy-eight (78) North, Range Five (5) East of the 5th P.M.; thence East on the South line of said Section Seven (7) a distance of Nine Hundred Sixteen and Seventy-Four Hundredths (916.74) feet (deed) to the center line of Spencer Street and the point of beginning; thence North Thirty-Six (36) degrees West Twelve and Six tenths (12.6) feet along the center of Spencer Street; thence North Seventy (70) degrees Eighteen (18) minutes East One Hundred Sixty (160) feet; thence North Thirty-Six (36) degrees West Sixty (60) feet; thence North Seventy (70) degrees Eighteen minutes (18) East Two Hundred Sixty Six (266) feet; thence South Twenty-six (26) degrees, Six (6) minutes East Twenty-five and Two tenths (25.2) feet; thence North Seventy (70) degrees Eighteen (18) minutes East Five Hundred Fifteen and Fifty Hundredths (515.50) feet; thence South Thirty-five (35) degrees, Forty (40) minutes East Two Hundred Twenty-six and Eleven Hundredths (226.11) feet; thence South Seventy(70) degrees, Eight (08) minutes West Nine Hundred Thirty-five and Seventeen Hundredths (935.17) feet; thence North Thirty-six (36) degrees West One Hundred Eighty one and Sixty-Six (181.66) feet on the center line of said Spencer Street to the point of beginning, containing Four and Seventy-two Hundredths (4.72) acres.

And

That part of Lot Three (3) of the Subdivision of the Southeast Quarter (SE ¼) of Section Seven (7), in Township Seventy-eight (78) North, Range Five(5) East of the 5th P.M., Scott County, Iowa, which is particularly described as follows; Beginning at a point in the center of a public road and in the Southern line of the Right of Way of the

Davenport, Rock Island & Northwestern Railway Company's right of way which point is One and Ten Hundredths (1.10) chains North Thirty Six(36) degrees West from a certain point in the section line(and in the center of said road) between Sections Seven(7) and Eighteen(18), in Township and Range aforesaid, which last named point is Thirteen and Eighty-nine(13.89) chains due East from the Northwest corner of the Northeast Quarter (NE ¼) of said Section Eighteen(18), thence running South Thirty-six (36) degrees East along the center of said road sixty (60) feet, thence running in an Easterly direction and parallel with the said South line of the right of way of said railroad company One Hundred Sixty (160) feet, thence North Thirty-six (36) degrees West Sixty(60) feet to the South line of said railroad right of way, thence Westerly along the South line of said railroad right of way One Hundred Sixty (160) feet to the place of beginning.

Section 2. This ordinance changing the above described land to Commercial Light Industrial (C-2) is approved as recommended by the Planning and Zoning Commission.

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 14th day of February, 2013.

Moved by Sunderbruch, seconded by Cusack that the following resolution be approved. All Ayes.

BE IT RESOLVED: 1) Scott County and the Cities of Davenport, Bettendorf and LeClaire entered into an agreement on December 3, 1996 to jointly own and share in the capital needs for the Mississippi Valley Welcome Center (Welcome Center). 2) In June 2011, it was determined it was in the best interests of the parties to terminate the agreement, close the Welcome Center on December 31, 2011, and sell the property. 3) In November 2011, the Cities of Davenport and Bettendorf transferred their ownership interests to Scott County to facilitate the sale of the Welcome Center. LeClaire declined to transfer its ownership interest. 4) On November 21, 2012, the Welcome Center was sold for a gross amount of \$550,000. Following payment of closing and holding costs, the net proceeds of the sale of the property total

\$504,725.60. 5) The Board of Supervisors hereby approves the disbursement of these net proceeds to the Quad Cities Convention and Visitors Bureau in the amount of \$378,544.20 (75%) and the City of LeClaire in the amount of \$126,181.40 (25%). 6) This resolution shall take effect immediately.

Moved by Sunderbruch, seconded by Hancock that the following resolution be approved. All Ayes.

BE IT RESOLVED: 1) That the GSA price quote for furniture for the 6th Floor ERP renovation is hereby approved and awarded to Allsteel, Inc in the total amount of \$25,399.51. 2) That the quote for installation of the above furniture purchase is hereby approved and awarded to Paragon Commercial Interiors in the total amount of \$2,725.00. 3) This resolution shall take effect immediately.

Moved by Hancock, seconded by Earnhardt a motion approving personnel actions as presented by the County Administrator. All Ayes.

NEW HIRES

Employee/Department	Position	Salary	Effective Date	Remarks
Tameka Wells FSS	Custodial Worker P/T	\$13.22/hr	02/11/13	Replaces Ashley Caudle

TRANSFERS AND PROMOTIONS

Employee/Department	New Position	Salary Change	Effective Date	Remarks
none				

LEAVES OF ABSENCE/OTHER

Employee/Department	Position	Effective Date	Remarks
None			

BARGAINING UNIT STEP INCREASES

Employee/Department	Position	Salary Change	Wage Step	Effective Date
Tina Weets FSS	Maintenance Electronic Systems Tech	\$37,003 - \$38,646	Step 2	02/06/13

MERIT INCREASES

Employee/Department	Position	Salary Change	% of Midpoint	Effective Date
Jeremy King Information Technology	Desktop Support Technician	\$36,169 - \$37,616 (4.0%)	96.072%	11/1/12
Chad Cribb Sheriff	Lieutenant	\$70,827 - \$71,889 (1.5%)	103.74%	01/09/13
Roland Caldwell Auditor	Operations Manager	\$76,227 - \$79,657 (4.5%)	107.45%	02/02/13

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

BONUS

Employee/Department	Position	Effective Date
Roma Taylor Health	Clinical Services Coordinator	1/1/13
Rhonda Duchesneau Sheriff	Food Service Supervisor	1/4/13
Wesley Rostenbach Auditor	Accounting & Tax Manager	2/3/13

SEPARATIONS

Employee/Department	Position	Hire Date	Separation Date	Reason for Separation
None				

REQUEST TO FILL VACANCIES

Position/Department	Position Status	Starting Date	Previous Incumbent	Recommendation
Programmer/Analyst I Information Technology	Vacant	ASAP	Jim Bainbridge	Approve to fill

TUITION REQUESTS

Employee/Department	Position	Course of Study	Course dates(s)
None			

Moved by Cusack, seconded by Hancock a resolution adopting General Policy 13, "Tax Compliance Procedures Relating to Tax-Exempt Bonds," to memorialize practices and procedures in connection with the issuance of tax-exempt debt. All Ayes.

Moved by Cusack, seconded by Earnhardt that the following resolution be approved. All Ayes.

BE IT RESOLVED: 1) The resolution approved January 3, 2013 which awarded the purchase of wireless network equipment and professional installation for the County General Store to TriState Tower is amended to award the purchase in an amount not to exceed \$13,365.80 to RACOM is hereby approved. 2) This resolution shall take effect immediately.

Moved by Cusack, seconded by Sunderbruch that the following resolution be approved. All Ayes.

BE IT RESOLVED: 1) That the appointment of Dan Schurr, LeClaire, Iowa to Benefited Fire District #1 for a three (3) year term expiring on January 10, 2016, is hereby approved. 2) This resolution shall take effect immediately.

Moved by Cusack, seconded by Earnhardt a motion approving beer/liquor license renewals for Fairyland, Long Grove and Davenport Country Club, Pleasant Valley. All Ayes.

Moved by Cusack, seconded by Hancock that the following resolution be approved. Roll Call: All Ayes.

BE IT RESOLVED: 1) The Scott County Board of Supervisors approves for payment all warrants numbered 251016 through 251354 as submitted and prepared for payment by the County Auditor, in the total amount of \$900,131.18. 2) This resolution shall take effect immediately.

Moved by Cusack, seconded by Earnhardt a motion to adjourn. All Ayes.

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

ATTEST: Roxanna Moritz
Scott County Auditor