

Scott County Board of Supervisors

September 21, 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 Sunderbruch, approval of the minutes of the September 7, 2006 Regular Board Meeting and the September 15, 2006 Election Canvass. All Ayes.

Moved by Hancock, seconded by Gallin, the approval of the second of three readings of an ordinance to amend Chapter 13, Sec. 13-47-A(10) Park View Subdivision of the Scott County Code relative to placement of stop signs on Scott County Secondary Roads. Roll Call: Ayes - Sunderbruch, Adamson, Gallin, Hancock, Minard.

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

BE IT RESOLVED 1) Long Grove and Eldridge will be developing a bike trail between the cities on Y64 and that the Scott County Board supports this bike trail and approves the use of Scott County right of way for this use. 2) That the Scott County Board supports the submittal of a grant by the City of Long Grove to the Transportation Enhancement Program for funds for the development and construction of the trail. 3) This resolution shall take effect immediately.

Moved by Hancock, seconded by Gallin, the approval of the first of two readings of an ordinance to amend the zoning map by rezoning approximately 1.66 acres in Section 9, 77 North, Range 2 East of the 5th Principal Meridian (Buffalo Township) from A-G Agricultural General District to R-1 Single Family Residential all within unincorporated Scott County. Roll Call: Ayes - Sunderbruch, Adamson, Gallin, Hancock, Minard.

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

BE IT RESOLVED 1) The Scott County Planning and Zoning Commission recommended approval of the Final Plat of Eagle Ridge at the July 18, 2006 meeting. 2) Section 9-16.E. of the Scott County Subdivision Ordinance states the Board of Supervisors need to receive the Final Plat and all attachments required by Chapter 354 of the Code of Iowa within sixty days of the Planning Commission's recommendation. 3) The Board of Supervisors hereby extends this time limit for the submittal of Eagle Ridge for an additional sixty (60) days. 4) This resolution shall take effect immediately.

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

BE IT RESOLVED 1) The Scott County Planning and Zoning Commission recommended approval of the Final Plat of Pacha Farms First Addition at the July 18, 2006 meeting. 2) Section 9-16.E of the Scott County Subdivision Ordinance states the Board of Supervisors needs to receive the Final Plat and all attachments required by Chapter 354 of the Code of Iowa within sixty days of the Planning Commission's recommendation. 3) The Board of Supervisors hereby extends this time limit for the submittal of Pacha Farms First Addition for an additional sixty (60) days. 4) This resolution shall take effect immediately.

Moved by Hancock, seconded by Adamson, the motion to open a public hearing relative to the Chiller Replacement Project at the Pine Knoll Health Facility.

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

Moved by Minard, seconded by Gallin, to close the public hearing.

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

BE IT RESOLVED 1) That the plans and specifications as prepared by KJWW Engineering Consultants for the Pine Knoll Chiller Replacement project are hereby approved. 2) That the bid for the Pine Knoll Chiller project is hereby awarded to Hometown Plumbing and Heating in the amount of \$91,729.00. 3) That the Facility and Support Services Director is hereby authorized to sign project contract documents for the above project is hereby approved. 4) 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
None				

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
Kurt Krambeck Secondary Roads	Truck Driver / Laborer	\$34,507 - \$35,859	Step 3	09/22/06
Christopher Olson Sheriff/Jail	Correction Officer	\$34,216 - \$37,586	Step 5	09/22/06
Garda Huston FSS	Clerk II	\$25,210 - \$26,125	Step 3	09/26/06
Tamara Mitchell Sheriff/Jail	Correction Officer	\$38,542 - \$39,416	Step 7	09/27/06
Edward Drummond Secondary Roads	Truck Driver / Laborer	\$34,507 - \$35,859	Step 3	09/29/06
Thomas Beck Secondary Roads	Mechanic	\$39,749 - \$40,872	Step 4	10/03/06
Robert Henzen Secondary Roads	Heavy Equipment Operator III	\$39,395 - \$39,936	Step 6	10/04/06

MERIT INCREASES

Employee/Department	Position	Salary Change	% of Midpoint	Effective Date
Cheryl Sexton Human Resources	Benefits Coordinator	\$30,716 - \$32,252 (5.0%)*	93.715%	08/29/06
Barbara McCollom Human Resources	HR Generalist	\$49,840 - \$51,237 (3.136%)	115%	09/10/06
Carol Davis County Attorney	Assistant County Attorney	\$52,952 - \$53,482 (1.0%)	113.68%	09/18/06
Jeri Dilulio Health	Public Health Nurse	\$46,377 - \$48,232 (4.0%)	100.383%	09/22/06

*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

Employee/Department	Position	Effective Date
Barry Alger Conservation	Park Maintenance Worker	06/29/06

SEPARATIONS

Employee/Department	Position	Hire Date	Separation Date	Reason for Separation
Richard Shepard Juvenile Detention	Detention Youth Supervisor	01/12/06	09/03/06	Voluntary resignation
Joseph Fourdyce Conservation	Ranger Technician	06/26/06	09/19/06	Voluntary resignation

REQUEST TO FILL VACANCIES

Position/Department	Position Status	Starting Date	Previous Incumbent	Recommendation
Ranger Technician Conservation	Vacant 9/19/06	10/16/06	Joe Fourdyce	Approve to fill

TUITION REQUESTS

Employee/Department	Position	Course of Study	Course dates(s)
Salem Samara Information Technology	Network Infrastructure Supervisor	Intro to Biology Comparative Religions Macro Economics Scott Community College	08/29/06 – 12/22/06

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

BE IT RESOLVED 1) Authorization of Modification Agreement. In order to provide for a change in maturity the Lender has agreed to defer the maturity date of Bond No. R-8 in the principal amount of \$130,000 (the "Amended Bond") and the Borrower and the Lender have requested that the Issuer amend the Amended Bond to provide for a change in the maturity date of the Amended Bond from May 1, 2006 to May 1, 2008, which is the maturity date of Bond No. R-10, the last of the Bonds to mature. The Chairperson and County Auditor shall execute, attest, seal, and deliver in the name and on behalf of the Issuer, the Modification Agreement in substantially the form submitted to the Board of Supervisors which is hereby approved in all respects. 2) Authorization of Substitution of New Bond. It is hereby authorized that a revised page 1 of the Amended Bond shall be prepared and be delivered to the Lender for substitution in the Amended Bond in order to carry out and reflect the revised terms set forth in the Modification Agreement. 3) Miscellaneous. The Chairperson and 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 affect the Modification Agreement and substitution of a revised page of the Amended Bond, and to carry out the intent and purpose of this Resolution, including the preamble hereto. 4) Severability. 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. 5) Repealer. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict; provided, however, except to the extent of such conflict and as provided herein and in the Modification Agreement, all provisions of prior resolutions of the Board of Supervisors and all provisions of the Loan Agreement and the Bonds, and the respective obligations of the parties thereunder shall remain unchanged and in full force and effect. Effective Date. This Resolution shall become effective immediately upon its passage and approval.

Passed this ____ day of September, 2006

SCOTT COUNTY, IOWA

(SEAL)

Chairperson

Attest:

County Auditor

AUDITOR'S CERTIFICATE

I, the undersigned, being first duly sworn do hereby depose and certify that I am the duly appointed, qualified, and acting County Auditor of Scott County, Iowa; that as such I have in my possession, or have access to, the complete corporate records of said County and of its Board of Supervisors and officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records showing the action taken by the Board of Supervisors of said County at a meeting open to the public on September 21, 2006, for the purpose of considering a resolution relating to the reissuance of the Sports Facility Revenue Bonds (Quad City Sports Center Association Project) Series 1997, of Scott County, Iowa and authorizing the execution and delivery of a Modification Agreement; and related matters; that said proceedings remain in full force and effect and have not been amended or rescinded in any way; that said meeting and all action thereat was duly and publicly held, with members of the public in attendance, in accordance with a 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 local rules of the Board of Supervisors and the provisions of Chapter 21, Iowa Code, and upon reasonable advance notice to the public and media at least 24 hours prior to the commencement of the meeting as required by said law.

Witness my hand and the Corporate Seal of said County hereto affixed this _____ day of September, 2006.

County Auditor

(Seal)

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT (the "Agreement"), dated as of September _____, 2006, among Scott County, Iowa (the "Issuer"), Quad City Sports Center Association (the "Borrower") and Quad City Bank and Trust Company, Bettendorf, Iowa (the "Lender"), modifies that certain No. R-8 Bond (as hereafter defined).

WHEREAS, the Issuer has previously issued its Sports Facility Revenue Bonds (Quad City Sports Center Association Project) (the "Bonds") in the original principal amount of \$2,000,000 for the purpose of defraying all or a portion of the cost of (i) refinancing existing indebtedness, the proceeds of which were used to finance the costs of constructing, improving, equipping and furnishing of the existing skating arena facility located at 700 West River Drive, Davenport, Iowa, and (ii) conversion of a portion of the existing skating arena facility into a second skating arena and purchase of related equipment (the "Project"), and has loaned the proceeds of the Bonds to the Borrower pursuant to the provisions of a Loan Agreement dated as of November 1, 1997 between the Issuer and the Borrower (the "Loan Agreement"), the obligation of which is sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds provide that the Lender may extend the time for payment of principal and/or interest of a Bond without notice to or consent of any party liable thereon, and the Issuer agrees therein that without notice, the Lender may from time to time extend, renew or otherwise modify to the benefit of the Issuer the date or dates or amount or amounts of such payments; and

WHEREAS, at the request, and pursuant to the representations of the Borrower, the Lender and the Borrower have agreed, as evidenced by their respective execution hereof, to defer the maturity date of Bond No. R-8 in the principal amount of \$130,000 (the "No. R-8 Bond") from May 1, 2006 to May 1, 2008; and

WHEREAS, Treasury Regulation Section 1.1001-3(e)(3)(ii) allows the deferral of one or more scheduled payments of principal and/or interest if the deferred payments are unconditionally payable no later than the lesser of five years from the original due date of the first scheduled payment that is deferred or 50 percent of the original term of the instrument, the original term of the Loan Agreement being approximately ten and one half years; and

WHEREAS, on June 30, 2000, Borrower and Lender have previously agreed to defer the maturity date of Bond No. R-2 in the principal amount of \$95,000 (the "No. R-2 Bond") from May 1, 2000 to May 1, 2005; and

WHEREAS, as the deferral of the No. R-2 Bond and the No. R-8 Bond exceeds the parameters of Treasury Regulation Section 1.1001-3(e)(3)(ii), the Bonds will be treated as being "reissued" for federal tax purposes.

NOW, THEREFORE, in consideration of the premises and other valuable consideration hereby acknowledged by the parties, the parties hereby agree as follows:

1. The No. R-8 Bond is hereby modified by deferring the maturity date of the No. R-8 Bond from May 1, 2006 to May 1, 2008.
2. A new first page of the No. R-8 Bond, reflecting the amendment described in paragraph 1 above, is attached hereto and is delivered to the Lender for substitution in the original No. R-8 Bond.
3. The Loan, as defined in the Loan Agreement, shall now be repaid, under Section 3.02 of the Loan Agreement, from the date of this Modification Agreement in accordance with the terms set forth herein and in the No. R-8 Bond, as modified.
4. Except as provided herein, all of the terms of the Loan Agreement, the Bonds and the No. R-8 Bond and the respective obligations of the parties thereunder shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed by its duly authorized officers, all as of this _____ day of September, 2006.

SCOTT COUNTY, IOWA

(SEAL)

Larry Minard, Chairperson

Attest:

Karen Fitzsimmons, County Auditor

IN WITNESS WHEREOF, the undersigned have caused this modification Agreement to be executed by its duly authorized officers, all as of this _____ day of September, 2006.

QUAD CITY SPORTS CENTER ASSOCIATION

By _____
John F. Blackman, President

Attest:

Nancy Hayes, Secretary

IN WITNESS WHEREOF, the undersigned have caused this Modification Agreement to be executed by its duly authorized officers, all as of this _____ day of September, 2006.

QUAD CITY BANK AND TRUST COMPANY

(SEAL)

By _____
John Nagle, Vice-President
Commercial Banking

Attest:

Print Name: _____
Title: _____

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

BE IT RESOLVED 1) That Scott County has successfully completed FY06 NIMS compliance activities and the Chairman of the Board is authorized to sign the Statement of Compliance for National Incident Management System (NIMS). 2) This resolution shall take effect immediately.

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

BE IT RESOLVED 1) That the Board proclaims the fourth Monday in September as *Family Day – A Day to Eat Dinner With Your Children*tm, and urges all citizens to recognize and participate in its observance. 2) This resolution shall take effect immediately.

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

BE IT RESOLVED 1) The one-time capital funding support previously approved for the Buffalo Bill Museum Lone Star Sternwheeler Preservation/Restoration Project in the amount of \$25,000 is hereby affirmed with an extended date as stated in Section 2 below. 2) It is understood that this funding approval is qualified by the following:

- The Buffalo Bill Museum receives a State CAT grant award.

- Funding will be provided beginning in Scott County's FY08 Budget Year and continue over a six (6) year period in \$4,166 allotments (the sixth year will be \$4,170).
 - No allotment will be given until the Buffalo Bill Museum informs the County in writing that all funding commitments have been made and that the project has begun (this action must be completed prior to June 30, 2007, if not, the County's funding commitment will end).
 - This funding commitment from the County should be considered final with no subsequent funding request to be made to the County on this project.
- 3) This resolution shall take effect immediately.

Moved by Sunderbruch, seconded by Gallin, the resolution approving warrants numbered 193994 through 194366 as submitted and prepared for payment by the County Auditor in the total amount of \$1,092,052.60 and the purchase card transactions in the total amount of \$38,071.41. Roll Call: Ayes - Sunderbruch, Adamson, Gallin, Hancock, Minard.

Moved by Gallin, seconded by Adamson, the Board adjourn until 10:45 a.m., Tuesday, September 26, 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