

Clinton County Board of Supervisors

Clinton County Administration Building
1900 North Third Street

John F. Staszewski, Chairperson
Dan Srp, Vice Chairperson
Shawn Hamerlinck

P.O. Box 2957
Clinton, Iowa 52733-2957
Telephone: (563) 244-0575

www.clintoncounty-ia.gov

PUBLIC NOTICE is hereby given that the Clinton County Board of Supervisors will meet at the following time and place: MONDAY, August 10, 2015, 9:00 A.M.; Clinton County Administration Building, Conference Room B, 1900 N. 3rd St., Clinton, IA.

9:00 a.m. Review Correspondence & Claims
Call to Order – Pledge of Allegiance

9:15 a.m. Formal Action & Motions

RESOLUTIONS

- Homestead tax credit adjustment
- Personnel resignation/appointment – Treasurer’s Office
- Personnel appointment – Auditor’s Office
- Set a public hearing for a proposed easement for Alliant Pipeline to place a pipeline across the Ben Martinsen Wildlife Area
- Resolution to adopt an ordinance to amend the County Zoning Ordinance to update side-yard setback requirements
- Resolution to adopt an ordinance to amend the County Zoning Ordinance
- Award contract for HMA Resurfacing & HMA Pavement-New projects L-315 and L-361

MOTIONS

- Authorize the chairperson to sign the one-year agreement with ISAC for the ISAC HIPAA Program.

GENERAL PUBLIC

DEPARTMENT HEADS, ELECTED OFFICIALS & EMPLOYEES

9:30 a.m. Discussion / Update
Annual visit and Judiciary update from District Court Chief Judge Marlita Greve and District Court Administrator Kathy Gaylord.

9:45 a.m. Discussion with possible action to follow
County Engineer Todd Kinney will present a proposed ordinance for the Board of Supervisors’ review and consideration to set a public hearing for potential ordinance adoption process.

9:50 a.m. Discussion with possible action to follow
County Mental Health Coordinator Becky Eskildsen and the Board of Supervisors will discuss a letter of support for a psychiatric hospital proposed by Strategic Behavioral Health, LLC.

9:55 a.m. Discussion with possible action to follow
Clinton County Planning and Zoning Director Nate Mueller and County Sanitarian Shane McClintock will discuss with the BOS how to cover a pending long-term absence in the Satellite Office.

Resolution # 2015-

Whereas, the assessor suggests that a homestead credit has been approved and needs to be added to the parcel record 8604480000 in district 0830 for Jesse and Gianna Watkins of 3101 Pershing Blvd and the auditor and treasurer records need to be adjusted by the homestead credit,

Therefore be it resolved, by the Clinton County Board of Supervisors that county records be adjusted by the county treasurer on the county system to reflect the additional homestead tax credit and the auditor shall file an amended homestead credit request to include the homestead adjustment for parcel 8604480000 in tax district 0830.

Shawn Hammerlink _____

Dan Srp _____

John Staszewski, Chair _____

John Staszewski, Board Chairperson

Attest: _____

Eric Van Lancker, County Auditor

August 10, 2015

Resolution # 2015-_____

WHEREAS ,the county treasurer has accepted the resignation of Jennifer Woodard from the position of Clerk I in the treasurer's office; and

WHEREAS, Allison Swanson has accepted the position of Clerk I in the treasurer's office effective August 17, 2015, fulfilling the vacated position;

THEREFORE BE IT RESOLVED, by the Clinton County Board of Supervisors that the county auditor is hereby authorized to discontinue payroll checks from the treasurer's budget effective August 14, 2015, for Jennifer Woodard and make an addition to the treasurer's payroll for Allison Swanson effective August 17, 2015.

Shawn Hammerlink _____

Dan Srp _____

John Staszewski, Chair _____

John Staszewski, Board Chairperson

Attest: _____

Eric Van Lancker, County Auditor

August 10, 2015

RESOLUTION 2015-_____

WHEREAS, The Clinton County Auditor is an elected official and the Board of Supervisors does not consider, nor appoint, personnel for elected officials, but need to authorize payroll for the County Auditor;

BE IT RESOLVED by the Clinton County Board of Supervisors of Clinton County, Iowa, that the County Auditor be and is hereby authorized to issue biweekly paychecks on the General Supplemental Fund, Office of the County Auditor, to Jennifer Woodard, as a full-time Election Clerk effective August 17, 2015, at an hourly rate of \$17.38 per the terms and conditions of the General Services Collective Bargaining Agreement.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Chairperson, John Staszewski

ATTEST:

County Auditor, Eric Van Lancker

ORDINANCE #2015 - ____

AN ORDINANCE AMENDING THE TEXT OF THE CLINTON COUNTY ZONING ORDINANCE TO UPDATE SIDE-YARD SETBACK REQUIREMENTS AS APPLIED TO ACCESSORY STRUCTURES IN ALL ZONING DISTRICTS.

Section 1: Be it enacted by the Clinton County Board of Supervisors that the text of the Clinton County Zoning Ordinance be amended as follows:

1. Subsection 4.2.1 of the Clinton County Zoning Ordinance is hereby amended by deleting subsection 4.2.1.A in its entirety and replacing it with the following:

A. Accessory Structures. No accessory building shall be erected in any required front setback area and no separate accessory buildings shall be erected within five (5) feet of the rear yard or side yard lot line. Accessory buildings shall not occupy more than thirty (30) percent of the rear or side yard. Accessory buildings located closer than ten (10) feet to a principal structure shall be considered part of the principal structure.

1. In a residential or agricultural zoning district an accessory building or structure is a subordinate or incidental structure, attached to or detached from the principal building, which is not used for commercial purposes except as provided for home occupations or farm use.
2. In non-residential zoning districts an accessory building or structure is a subordinate building or structure, the use of which is secondary to and supportive of the principal building.
3. All non-agricultural structures are subject to the bufferyard requirements found in Chapter VII of this Ordinance.

Section 2: The change as hereinabove set forth shall be entered and made part of the Zoning and Ordinance of the County of Clinton, Iowa.

Section 3: If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

PASSED AND ADOPTED this 10th day of August, 2015 by the Board of Supervisors, Clinton County, State of Iowa.

Shawn Hamerlinck

Dan Srp

John F. Staszewski, Chairperson
Clinton County Board of Supervisors

ATTEST:

Eric Van Lancker County Auditor
County of Clinton State of Iowa

RESOLUTION # 2015 - _____
RESOLUTION APPROVING A MAP AMENDMENT TO THE ZONING ORDINANCE
OF CLINTON COUNTY, IOWA

WHEREAS, on the matter herein, the Clinton County Planning and Zoning Commission held a Public Hearing on July 9, 2015 and following said hearing the Commission recommended approval of the attached map amendment to the Clinton County Zoning Ordinance; and

WHEREAS the Clinton County Board of Supervisors held a public hearing and first reading of the proposed map amendment on August 3, 2015 to consider said amendment and to hear comments for and against; and

WHEREAS the Clinton County Board of Supervisors held a second reading of the proposed map amendment on August 10, 2015 to consider said amendments; and

NOW, THEREFORE BE IT RESOLVED by the Clinton County Board of Supervisors as follows:

1. The attached ordinance numbered _____ is hereby adopted.
2. The Auditor is directed to publish said ordinance as required by law.
3. This ordinance shall be in effect from and after its adoption and publication as required by law.

Roll Call:	Hamerlinck:	_____
	Srp:	_____
	Staszewski:	_____

John F. Staszewski, Chairperson
Clinton County Board of Supervisors

ATTEST:

Eric Van Lancker, County Auditor
County of Clinton State of Iowa

ORDINANCE #2015 - _____

AN ORDINANCE AMENDING THE MAP OF THE CLINTON COUNTY ZONING ORDINANCE RELATIVE TO THE ZONING DESIGNATION OF CERTAIN PROPERTY LOCATED IN SECTION 11, TOWNSHIP 81 NORTH, RANGE 3 EAST OF THE 5TH P.M. IN CLINTON COUNTY, IOWA

BE IT ENACTED BY THE CLINTON COUNTY BOARD OF SUPERVISORS:

Section 1: The zoning district boundaries of the County of Clinton, Iowa are herewith changed so as to provide for the change of the following described property:

The South half of the Southwest Quarter of Section 11, Township 81 North, Range 3 East of the 5th Principal Meridian, Clinton County, Iowa, excepting therefrom the following: Commencing at the Southwest corner of said Section 11, thence North 0° 00' 00" East along the West line of said Section 11, a distance of 294.10 feet to the point of beginning; thence continuing North along said line, a distance of 265.00 feet; thence North 88° 14' 16" East, a distance of 492.00 feet; thence South 0° 00' 08" East, a distance of 281.37; thence North 89° 51' 20" West, a distance of 491.78 feet to the point of beginning. Said described tract containing 134,345 square feet (3.08 acres) more or less.

within the A-1 (Prime Agricultural) District of Clinton County, Iowa to R-1 (Suburban Residential).

Section 2: The change as hereinabove set forth shall be entered and made part of the zoning map of the County of Clinton, Iowa, which map is made part of the Zoning Ordinance of the County of Clinton, Iowa, by incorporation therein as set forth in Chapter III, Section 3.2 of the said Clinton County Zoning Ordinance, and the Chairperson of the Board of Supervisors in accord with Chapter III, Section 3.2.3 shall promptly note on said map the Ordinance numbers, nature of change and date of change.

Section 3: If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

PASSED AND ADOPTED this 10th day of August, 2015 by the Board of Supervisors, Clinton County, State of Iowa.

Shawn Hamerlinck

Dan Srp

John F. Staszewski, Chairperson
Clinton County Board of Supervisors

ATTEST:

Eric Van Lancker County Auditor
County of Clinton State of Iowa

August 10, 2015

RESOLUTION # 2015-_____

WHEREAS: The Clinton County Board of Supervisors has considered the bids received by the Clinton County Engineer's Office on August 6, 2015 for HMA Resurfacing and HMA Pavement-New of 225th Street from State Highway 61 Overpass to 260th Avenue, and 291st Street from State Highway 67 to Rock Creek Marina, Project Nos. L-315 and L-361.

WHEREAS: the total amount of each bid was as follows:

Determann Asphalt Paving, L.L.C.	\$436,996.30
Mathy Construction Co.	\$413,217.36

THEREFORE BE IT RESOLVED that the Board of Supervisors of Clinton County, Iowa, concurs with the County Engineer's recommendation that the contracts for said work be awarded to the low bidder, as follows:

Mathy Construction Co.	\$413,217.36
Onalaska, WI	

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors be authorized to execute said contracts on behalf of Clinton County, Iowa.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

ATTEST:

**Eric Van Lancker
County Auditor
County of Clinton
State of Iowa**

**Chairman
Clinton County Board of Supervisors**

SERVICE AGREEMENT TO PARTICIPATE IN THE ISAC HIPAA PROGRAM

This Service Agreement to Participate in the ISAC HIPAA Program (the "Agreement"), effective as of July 1, 2015 (the "Effective Date") is hereby entered into by and amongst Clinton County (known as the "County") and the Iowa State Association of Counties ("ISAC") (collectively referred to as the "Parties") to set forth the terms and conditions under which the County will become a participant in the ISAC HIPAA Program (the "HIPAA Program").

For the consideration as described below, the Parties agree as follows:

Description of HIPAA Program

The following services will be provided to all participants in the HIPAA Program:

1. Annual sixty minute "HIPAA 101" training via webinar for employees in your county.
2. Annual day long (approximately 10 a.m. to 3 p.m.) in-person training in Des Moines for up to 5 persons from your county. This training will be available only to participating counties or MHDS regions and designed for your HIPAA security/privacy officers, HIPAA committee members or other staff that work with HIPAA and PHI regularly.
3. Quarterly newsletter, received via e-mail, with HIPAA new, reminders, checklists and other updates.
4. Access to all memos and other information previously generated through the ISAC HIPAA Program via an ISAC HIPAA Program member website.
5. Access to all memos and other information generated through all member consultation hour questions as a part of the current year of the ISAC HIPAA Program via an ISAC HIPAA Program member website.
6. Up to 5 hours annually for consultation on HIPAA questions.

In exchange for these services and administration of the services, the County will pay ISAC an annual fee of \$1,750.

County Responsibilities

1. Execute this Agreement.
2. Pay the annual fee of \$1,750 by the Effective Date. This fee is non-refundable and no portion of the fee shall be returned to the County in the event the County opts not to participate in a training or does not utilize all of its consultation hours.
3. Select a HIPAA contact person for purposes of the HIPAA Program as set forth below.
4. Direct all HIPAA questions through the HIPAA contact person to ISAC General Counsel. ISAC shall be the client of Dorsey and Whitney for purposes of the HIPAA program and all communications with Dorsey and Whitney shall be through ISAC or with ISAC's permission. Failure to comply with this provision may result in the County being billed outside of the HIPAA Program at Alissa Smith's regular rate.
5. The HIPAA contact person will promptly respond to inquiries from ISAC General Counsel related to HIPAA questions.

ISAC Responsibilities

1. Retain Alissa Smith, partner with the Dorsey and Whitney law firm, to provide trainings and consultation for the HIPAA program.
2. Oversee HIPAA questions and disseminate consultation on HIPAA questions. ISAC General Counsel will collect all questions and submit them to Alissa Smith, partner with the Dorsey & Whitney law firm. An estimate of the time needed to answer a question will be provided prior to beginning research. All legal research memos created in response to questions will be disseminated to all ISAC HIPAA Program participants via the ISAC HIPAA Program member website.
3. If the program member has questions that exceed their consultation hours, the additional time will be billed to the program member. An estimate of the time needed to answer a question will be provided prior to beginning the research.
4. Track the consultation hours used by the County in the HIPAA Program.
5. Coordinate and staff the HIPAA trainings of the HIPAA Program.

Term

The term of this agreement shall be from the Effective Date of this Agreement to June 30, 2016.

Mutual Responsibilities

The Parties agree to indemnify and hold each other harmless for any and all costs, including attorney's fees and cost of collection, that may reasonably result from such Party's failure to comply with the terms and conditions of this Agreement, its intentional or negligent act or omission related to this Agreement, or for any breach of the provisions of this Agreement. Liability of the parties for any damages sustained as a result of breach of this Agreement, or arising in any way out of this Agreement, shall be limited to actual damages.

The County understands that participation in the ISAC HIPAA Program in no way guarantees compliance with HIPAA and that ISAC is not assuming any liability or responsibility for the County's HIPAA compliance and that all such liability and responsibility remains that of the County.

Amendments of this Agreement shall be made by mutual consent of the Parties, by issuance of a written amendment, signed and dated by all Parties.

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes any prior agreements.

Except to the extent applicable law, if any, provides otherwise, this Agreement shall be governed by the laws of the state of Iowa.

The Parties expressly agree that jurisdiction for any claim or dispute relating to or arising out of this Agreement resides exclusively in the courts of the state of Iowa.

If any provision in this Agreement should be held illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

The Parties may not assign or otherwise transfer this Agreement or any rights or obligations herein without the prior written consent of the other Party, which such consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

Neither Party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

Principal Contacts

County	ISAC
	Kristi Harshbarger, General Counsel
Phone:	Phone: (515) 369-7014
E-mail:	E-mail: kharshbarger@iowacounties.org

IN WITNESS THEREOF, this _____ day of _____, 2015, the Parties hereto have set their names and seals by their duly authorized representatives who certify that they are authorized to bind their respective organizations, Clinton County and ISAC.

Clinton County

IOWA STATE ASSOCIATION OF COUNTIES

By:
Chairman of the Board

Date: August 10, 2015

By:
Its:

Date: _____