

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, December 14, 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

CONSENT AGENDA

- RESOLUTION 2015-327: Re-assignment – Case Management
- RESOLUTION 2015-328: Resignation – Case Management
- RESOLUTION 2015-329: Tax suspension requests – Code of Iowa Sec. 427.9 (Bailey)
- MOTION: Authorize the chairperson to sign the MOU with the City of Clinton for winter maintenance of roadways
- MOTION: Authorize the county engineer for out-of-state travel

RESOLUTIONS

- To authorize the auditor to make an adjustment on the County budget

UNFINISHED BUSINESS

GENERAL PUBLIC

DEPARTMENT HEADS, ELECTED OFFICIALS & EMPLOYEES

9:30 a.m. Discussion/Possible Action
County Case Management Director Patti Robinson will update the Supervisors on issues involving her department.

9:40 a.m. Discussion/Possible Action
Local representatives of the State Department of Humans Services will address the Supervisors with proposed plans for its current location.

9:45 a.m. Discussion/Possible Action
County Auditor Eric Van Lancker will discuss annual audit firm options with the Board of Supervisors.

December 14, 2015

RESOLUTION #2015-_____

BE IT RESOLVED by the Board of Supervisors of Clinton County, Iowa, that the appointment of Christina McQuiston, current permanent part-time Targeted Case Manager, Office of Case Management, be and is hereby moved to temporary full-time Targeted Case Manager for the term of December 14, 2015 through January 22, 2016 at current hourly rate, is hereby approved. After said term Christina will return to the permanent part-time position without further action.

BE IT FURTHER RESOLVED that the County Auditor be and is hereby authorized to issue bi weekly pay checks effective said date.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Chairperson, John Staszewski

ATTEST:

County Auditor, Eric Van Lancker

December 14, 2015

RESOLUTION #2015-_____

BE IT RESOLVED by the Board of Supervisors of Clinton County, Iowa, that the resignation of David Huennekens, Targeted Case Manager, Office of Case Management, be and is hereby accepted effective midnight, December 30, 2015.

BE IT FURTHER RESOLVED that the County Auditor be and is hereby authorized to discontinue pay checks effective said date.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszweski: _____

Chairperson, John Staszewski

ATTEST:

County Auditor, Eric Van Lancker

RESOLUTION NO. 2015-456

**RESOLUTION AMENDING A MEMORANDUM OF UNDERSTANDING WITH
CLINTON COUNTY, IOWA, FOR THE ROUTINE MAINTENANCE OF
AGGREGATE ROADWAYS**

WHEREAS, the City of Clinton and Clinton County presently have a Memorandum of Understanding for the routine maintenance of aggregate roadways within City limits; and,

WHEREAS, the City of Clinton expressed an interest to Clinton County for extending said Memorandum of Understanding to address snow removal on the aggregate roadways located in the area of the City known as the annex; and

WHEREAS, Clinton County has reviewed their routes for the areas and determined it is possible to taken on the additional lane miles of snow removal on their existing routes.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLINTON, IOWA, that the Mayor is hereby authorized to sign the attached Memorandum of Understanding with Clinton County and the City Clerk is directed to submit this to Clinton County for action by the Board of Supervisors.


_____, MAYOR

ATTEST:



CITY CLERK

ADOPTED: NOVEMBER 24, 2015

**Memorandum of Understanding
Routine Maintenance of Aggregate Roadways by Clinton County, Iowa
Within the City of Clinton Iowa's Corporate Limits**

This Memorandum of Understanding (MOU) is entered into by and between the City of Clinton, Iowa, hereinafter referred to as the City, and Clinton County, Iowa, hereinafter referred to as the County.

Whereas the City and County desire to enter into a MOU concerning the maintenance of certain roadways located within the City's corporate limits, and on shared City/County jurisdiction roadways.

Therefore, the parties, inconsideration of the mutual obligations and benefits contained herein, agree as follows:

1. The City and County desire to reach an equitable agreement concerning functions to be performed and financial responsibilities of each party for the maintenance of certain aggregate roadways. Pursuant to this MOU, the County will be responsible for the following routine maintenance of the roadway:
 - A. Grading of the aggregate surface
 - B. Placement and spreading of aggregate surfacing material
 - C. Ditch cleaning and seeding
 - D. Shoulder shaping and maintenance
 - E. Snow and ice removal (Per Table B.)

The County shall conduct the aforementioned routine maintenance activities on the roadways listed per the general maintenance practices commonly employed by the County on roadways of their own jurisdiction.

2. The aggregate roadways to be included within the scope of this agreement are listed in Table A and shown on the attached map, which shall be become a part of this agreement.

TABLE A

Aggregate Roadway Name	Beginning	End	Clinton Miles
2nd Avenue S (1/2 County)	West City Limits	Branden Drive	1.6
Hart's Mill Road	S 62nd Street	S 32nd Street	3.8
South 40th Street	Harts Mill Rd	Highway 30	0.5
South 54th Street	2nd Avenue S	South City Limits	3.5
South 62nd Street	2nd Avenue S	Harts Mill Rd	1.5
44th Avenue North	8th Street NW	West City Limits	0.5
8th Street Northwest	Stockwell Lane	44th Avenue N	0.75
East Deer Creek Road	Highway 67	North City Limits	0.56
West Deer Creek Road	Highway 67	North City Limits	0.64
			13.35

3. The City shall be responsible for the following maintenance activities for the aforementioned roadways:
 - A. Traffic signage
 - B. Culvert repair and replacement
 - C. Tree and brush clearing
 - D. Removal of obstructions in the right-of-way
 - E. Installation and repair of tile crossings
 - F. Snow and ice removal (for those road sections not included in the county's responsibility listed in Table B)
 - G. Noxious weed control
 - H. Other miscellaneous activities required but not listed in the County's responsibility section
4. The County shall send the City of Clinton invoices for all labor (including benefits), equipment, and materials used to perform the necessary work explained in section one. Invoices shall be sent no more than once per month.
5. City Responsibilities: Pursuant to this MOU, the City shall reimburse the County for all work (including materials, labor, and equipment) performed in section one. The City shall arrange for payment of invoice within 45 days after receipt of invoice.
6. The County Engineer and the City Engineer shall administer this MOU in consultation with the Board of Supervisors and the City Council.
7. The County Engineer and the City Engineer shall communicate throughout the duration of this MOU, to ensure the amount of work completed does not exceed the budgeted amount stipulated by the City at the beginning of each fiscal year. If necessary, the City may suspend the services provided by the County temporarily, if it is in the best interest of the City to do so. Service shall be temporarily suspended by sending written notice of same to the County Engineer.
8. This MOU shall be effective _____, 2015, and shall be in effect in perpetuity. However, the MOU may be terminated by either party in writing. Notice of termination shall be provided by the terminating party a minimum of 30 days in advance of the termination date. Notices shall be given by United States certified mail, return receipt requested, with proper postage thereon paid. All notices shall be deemed given when mailed. All outstanding claims for reimbursement shall be paid prior to MOU termination.
9. Each party is responsible for liability occurring as a result of the acts or omissions in performing its obligations under this MOU. The City shall protect, indemnify, defend, and hold harmless the County for acts or

omissions of the City, its officers, employees, agents, and assigns with respect to the obligations of the City under this MOU. The County shall protect, indemnify, defend, and hold harmless the City for acts or omissions of the County, its officers, employees, agents, and assigns with respect to the obligations of the County under this MOU.

10. This MOU shall be governed and construed in accordance with the laws of the State of Iowa. This MOU is not intended by the parties to constitute an agreement pursuant to Iowa Code Chapter 28E.
11. Also as a part of this MOU, the following Table B shall represent the snow and ice removal agreement between the City and County on certain roadways. This agreement is not eligible for reimbursement from either party, and shall be a no cost arrangement.

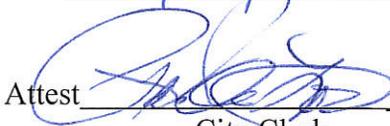
TABLE B

Roadway Name	Beginning	End	Snow & Ice Removal
44th Avenue North	8th Street NW	West City Limits	County
8th Street Northwest	Stockwell Lane	44th Avenue N	County
East Deer Creek Road	Highway 67	North City Limits	County
West Deer Creek Road	Highway 67	North City Limits	County
16th Street NW	Main Avenue	North City Limits	County
2nd Avenue South	West City Limits	Branden Drive	County
Hart's Mill Road	S 62nd Street	S 32nd Street	County
South 40th Street	Harts Mill Rd	Highway 30	County
South 54th Street	2nd Avenue S	South City Limits	County
South 62nd Street	2nd Avenue S	Harts Mill Rd	County
44th Avenue South	West City Limits	South 54th Street	County

IN WITNESS WHEREOF, the City and County have set their hands for the purposes herein expressed, on the dates indicated below.

By _____ By 
Chair, Board of Supervisors Mayor

Date _____ Date 11/24/2015

Attest _____ Attest 
County Auditor City Clerk

December 14, 2015

MOTION by Supervisor _____ to authorize the Chairperson to sign the Memorandum of Outstanding with the City of Clinton for the routine winter maintenance of aggregate roadways.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

MOTION: _____

**CLINTON COUNTY
BOARD OF SUPERVISORS
MOTION**

December 14, 2015

Motion by Supervisor _____ to permit the Clinton County Engineer to travel out-of-state to attend the National Association of County Engineers (NACE) conference in April of 2016. Clinton County will pay the travel and lodging expenses for the County Engineer to attend the conference.

Roll Call:

Hamerlinck: _____

Srp: _____

Staszewski: _____

Motion: _____

December 14, 2015

RESOLUTION # _____

WHEREAS certain Departments in the Various Funds of the county may overspend and there are sufficient funds available in the said service areas to cover these expenditures.

Therefore Be It Resolved by the Board of Supervisors that the following office funds be adjusted to wit:

Sanitarian from \$184,043 to \$207,243

Be It Further Resolved that the County Auditor be and is hereby authorized to make the above adjustments.

Roll Call:

Hamerlinck _____

Srp _____

Staszewski _____

Chairperson, John F. Staszewski

Attest:

County Auditor