

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 8, 2012

APPROVING THE SALE OF OWNERSHIP INTERESTS IN THE MISSISSIPPI VALLEY WELCOME CENTER

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 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). The legal description for the property is attached as Exhibit "A".

Section 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.

Section 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.

Section 4. An offer to purchase the Welcome Center has been received from the Markman Peat, Corp. and said offer has been memorialized in a "Purchase Agreement for Commercial Real Estate".

Section 6. Scott County has held a public hearing, upon timely notice, regarding the sale of the Welcome Center.

Section 7. That the Welcome Center and surrounding real property shall be sold to the Markman Peat, Corp. pursuant to the terms and conditions set forth in the Purchase Agreement for Commercial Real Estate. The Chairman of the Board of Supervisors is authorized to sign all documents related to the sale.

Section 8. That the proceeds of the sale shall be distributed among Scott County and the Cities of Davenport, Bettendorf, and LeClaire pursuant to the terms of the agreement.

Section 9. This resolution shall take effect immediately.

JOINT AGREEMENT FOR OWNERSHIP AND PROVISION OF CAPITAL NEEDS
OF THE MISSISSIPPI VALLEY WELCOME CENTER
AMONG SCOTT COUNTY AND
THE CITIES OF DAVENPORT, BETTENDORF AND LECLAIRE
IN THE STATE OF IOWA

This agreement, made and entered into this 3rd day of December, 1996, by and between Scott County, Iowa, the City of Davenport, Iowa, the City of Bettendorf, Iowa and the City of LeClaire, Iowa, all municipal corporations, and political subdivisions of the State of Iowa, organized under and by virtue of the laws of the State of Iowa.

Section 1: Purpose of Agreement

Whereas, it is of mutual advantage and benefit to the parties hereto that each of the other parties agrees to share in the ownership and provision of capital needs of the Mississippi Valley Welcome Center (MVWC), each party relies on the joint undertaking of the others in entering into the obligations hereunder. No new entity or agency is intended to be created as a result of this agreement.

Section 2: General Provisions

In consideration of their mutual covenants, the parties hereto agree as follows:

- A. The building and land known as the Mississippi Valley Welcome Center located in the northeast quadrant of Interstate 80 and U.S. 67 in the City of LeClaire, Iowa shall be jointly owned by the parties to this agreement following conveyance of said property for no monetary consideration from its current not-for-profit corporate owner.
- B. The parties to this agreement, as joint owners, shall provide for the capital needs of the MVWC facility and grounds. One designated representative of each party shall periodically meet and review plans and programs for the capital needs of the MVWC, as well as provisions for implementing maintenance, improvements and other responsibilities of ownership.
- C. Scott County shall serve as lead agency under this agreement with primary responsibility for working up preliminary plans for determination of capital needs for the MVWC subject to the approval of all parties acting via their designated representatives. Notwithstanding Scott County's status as lead agency hereunder, any party by notice to the others may call a joint meeting of the parties' designated representatives.
- D. The parties to this agreement, may enter into agreement with

the Quad City Convention and Visitor Bureau (QCCVB), or such other agency as the parties hereto may jointly designate, for operation and routine maintenance of the MVWC, with the costs of such operation and maintenance covered by the QCCVB or such other agency as is designated.

Section 3: Financing Contributions

A. The cost of capital needs (not including routine maintenance) of the building and grounds of the MVWC shall be determined annually by Scott County in consultation with the other parties to this agreement.

B. The parties to this agreement shall share in the cost of capital needs of the building and grounds according to the following formula:

The Cities of Davenport and Bettendorf shall share an aggregate 60 percent of such capital costs, with their respective portions being determined by the proportion of hotel/motel tax collected by each jurisdiction in the immediately prior completed fiscal year for said Cities.

Scott County shall provide an amount equal to 30 percent of such capital costs.

The City of LeClaire shall provide an amount equal to 10 percent of such capital costs, but not to exceed \$5,000 annually. In the event that 10% of the annual capital cost for MVWC exceeds \$5,000, such excess amount shall be provided by the cities of Davenport and Bettendorf and Scott County in addition to the shares set out above as follows -- one third of such excess shall be provided by Scott County, and two thirds of such excess shall be provided by the Cities of Davenport and Bettendorf with their respective portions being determined as above.

Section 4: Effective Date and Termination of Agreement

This agreement shall have an effective date of December 19, 1996.

Participation in this agreement may be terminated by any party upon notice in writing to the other parties not less than six (6) calendar months prior to the effective date of such termination. The terminating party waives any right to any proceeds which may accrue from the MVWC property. When any three parties have terminated this agreement, the agreement shall no longer be in force and joint ownership of the property shall be dissolved. Those parties to the agreement at the time of dissolution shall share in the proceeds derived from the property in proportion to their participation in the previous fiscal year in the capital

costs.

Section 5: Authorization of Agreement

This Agreement will not become effective unless the Scott County Board of Supervisors and the City Councils of the participating Cities pass a resolution adopting said agreement. A copy of said resolutions shall be attached to the agreement.

Section 6: Records and Signatures

This agreement will become effective when filed with the Iowa Secretary of State, and recorded with the Scott County Recorder.

WHEREFORE, the undersigned parties have executed this Agreement by their duly authorized officials.

SCOTT COUNTY, IOWA

CITY OF BETTENDORF

By: Edwin G. Sinborn
Chair, Board of Supervisors
EDWIN G. SINBORN
Attest:

By: Ann Hutchinson
Mayor
ANN HUTCHINSON
Attest:

Karen L. Fitzsimmons
Scott County Auditor
.. KAREN L. FITZSIMMONS
CITY OF DAVENPORT, IOWA

Decker P. Ploehn
City Clerk
DECKER P. PLOEHN
CITY OF LECLAIRE

By: Pat Gibbs
Mayor
PAT GIBBS
Attest:

By: Vernon C. Spring
Mayor
VERNON C. SPRING
Attest:

Jacques E. Rogdele
(Deputy) City Clerk

Deborah J. Buskirk
City Clerk (Deputy)