

PLANNING & DEVELOPMENT

500 West Fourth Street
Davenport, Iowa 52801-1106
E-mail: planning@scottcountyiowa.com
Office: (563) 326-8643 Fax: (563) 326-8257



Timothy Huey
Director

To: Dee F Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: October 30, 2012

Re: Discussion of public hearing on offer to purchase the Mississippi Valley Welcome Center building and property from Markman Peat Corporation.

A year ago on December 31, 2011 the Mississippi Valley Welcome Center was closed and the property offered for sale. Prior to that, in November, 2011, the Cities of Davenport and Bettendorf assigned their interest in the property to Scott County to facilitate the sale. Scott County held a public hearing on November 22, 2011 to approve that transfer of interest from all three cities, including the City of LeClaire. The City of LeClaire never approved that transfer so therefore the current offer to purchase needs to be reviewed and approved by both the City of LeClaire and Scott County following public hearings on the sale.

The City of LeClaire has set a public hearing on the pending offer for November 5, 2012. A notice of public hearing will be published for the Board of Supervisors to hold its public hearing on Thursday November 8, 2012.

The Mississippi Valley Welcome Center Board has reviewed and recommends approval of the attached purchase agreement from the Markman Peat Corporation. The company needs close on the building on or prior to November 21, 2012.

PURCHASE AGREEMENT FOR COMMERCIAL REAL ESTATE

This Purchase Agreement for Commercial Real Estate ("Agreement") is entered into on this October 22, 2012 between Cities of LeClaire, Bettendorf, Davenport and Scott County ("Seller"), and Markman Peat or assigns ("Purchaser"). In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. TERMS

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate and any improvement thereon, commonly known as: 900 Eagle Ridge Road LeClaire, Iowa and legally known as: PARCEL 850337102 (to be supplied by Seller's Attorney) situated in the County of Rock Island and the State of Illinois (the "Subject Property"), for the sum of (Five Hundred Thousand Dollars) \$550,000.00 be paid as follows:

X A.) Earnest money of \$ 2,000.00 in the form of a check which shall be held in trust by QC Iowa Realty is a part of the cash at closing. In the event any contingency is not met by the date contained in such contingency, the Seller recognizes the earnest money will be returned to the Purchaser and this Agreement shall be void. Seller and Purchaser agree to indemnify, defend and hold harmless QC Iowa Realty from and against any and all liabilities and claims arising out of QC Iowa Realty duties as escrow agent. After all inspections and contingencies have been met and released by Purchaser, then all earnest money becomes that of Seller and is non-refundable.

 B.) Cash Payment equal to the remaining balance after all payments have been credited shall be paid at time of closing. Closing shall be held on or before December 1st 2012
Nov 21st 2012

X C.) Contingent Financed Transaction. This Agreement is subject to Purchaser securing a loan commitment at Purchaser's sole satisfaction on the Subject Property in the amount of not less than 80% of purchase price, with a 4.5% fixed interest rate and a 7 year term with 25 year amortization. Purchaser agrees to apply immediately, to use all diligence, and to fully cooperate in obtaining the loan. In the event, after using all diligence, Purchaser is unable to obtain such a loan commitment within 30 days from date hereof, the earnest money and any additional down payment shall be refunded in full, and this Agreement shall be void. All costs associated with securing such mortgage shall be paid by Purchaser.

JW 10/19/12
 10/19/12
ZH 10/22/12

2. EVIDENCE OF TITLE

Within a reasonable time, Seller shall deliver (A) X an abstract of title demonstrating merchantable title of record in Seller and certified to a current date by an abstractor (for Iowa) or (B). a Commitment of Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located, committing the company to issue an owner's policy in the usual form insuring merchantable title to the property for an amount equal to the purchase price (for Illinois). If title evidence discloses exceptions other than

INITIAL:

those permitted under the rules for examination for abstracts of title adopted by the local County Bar Association, Purchaser or Purchaser attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the earnest money. The title to be conveyed shall be by Warranty Deed to Purchaser and free and clear of all liens and encumbrances not herein specifically waived or assumed by Purchaser.

3. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

The parties agree to execute any transfer declarations or other documents required by the state, county or municipality in which the Subject Property is located, as well as any documents required by the title insurance company in order to issue title insurance.

4. POSSESSION AND CLOSING

Possession on Closing: Seller shall deliver possession of the subject property to Purchaser concurrently with the closing of this transaction which shall be held on or before ~~December 1st~~ November 21st 2012

JW 10-11-12
2010-11-12
ZH.
10/23/12

5. PRORATIONS AND ADJUSTMENTS

The following items shall be prorated at closing as of the date of delivery of possession:

A. Prorations

- (1) Real estate taxes, based on the most recent tax information available, which, in the absence of fraud, shall be final;
- (2) Rent, if any, (with transfer in full of any security/damage deposit);
- (3) Interest on any assumed indebtedness;
- (4) Insurance premiums if policy assigned to Purchaser;
- (5) Other income and operation expenses, if any;
- (6) Special assessments, if any.

B. Adjustments

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.



INITIAL: *[Handwritten Signature]*

6. ASSESSMENTS

Seller shall pay all special assessments, which are a lien on the Subject Property as of the date of closing. Seller acknowledges that prior to the execution of this Agreement Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the Subject Property. Tap on fees, if any, which exist for municipal services to the Subject Property shall be paid by Seller.

7. CONDITION OF SUBJECT PROPERTY

The parties agree that the purchase price reflects the condition of the Subject Property and Purchaser acknowledges that the real estate and improvements thereof have been inspected, and Purchaser is acquainted with the condition thereof and accepts the same in (check one of the following):

(A). "As Is" condition.

(B). "As Is" condition except Seller warrants that the heating and air conditioning systems, plumbing and electrical systems, and all other mechanical equipment included as part of the purchase price, will be in working order as of date of possession, with the following exceptions: none

Purchaser shall be permitted to make an inspection of the Subject Property prior to possession or closing, whichever is sooner, in order to determine whether any change in the condition of the property has occurred. Seller agrees to deliver the property in the same condition as exists as of the date of this Agreement.

8. FIXTURES AND PERSONAL PROPERTY

All personal property and fixtures presently installed or that integrally belongs to the Subject Property, whether attached or detached, including but not limited to brackets and fixtures, all carpeting, electric light fixtures, generator, bathroom fixtures and accessories, telephone lines, storm doors, awnings, outside television equipment, window treatments, heating and cooling units and attached equipment and all shrubs and trees shall be left by Seller in or upon said Subject Property as they are as of the date of this Agreement, and shall be deemed a part of the Subject Property and title thereto shall pass to Purchaser at closing except the following: none

9. CONSTRUCTION LIEN

Seller warrants that all work and labor performed and all materials and improvements furnished to the property have been, or will be, paid in full and all releases incident thereto obtained at closing.

10. DEFAULT

Iowa Realty
COMMERCIAL

INITIAL:

[Handwritten signature]

If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this Agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance.

In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees, expenses incurred by reason of default, and the real estate brokerage fee.

11. CASUALTY CLAUSE

Seller shall bear the risk of loss and damage to the Subject Property prior to closing or possession, whichever first occurs. In the event all or a material part of the Subject Property is damaged or destroyed prior to closing or possession, whichever first occurs, this contract shall terminate and be of no further force and effect, unless the Subject Property can be restored to its present condition on or before the closing date. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the subject property until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to or possession of the Subject Property, whichever occurs first.

12. EXPENSES OF TRANSFER

- a. Seller shall pay:
 - i. Broker's Commission agreed to in listing agreement
 - ii. Cost of owners title policy
 - iii. Revenue stamps and recording of any releases.
- b. Purchaser shall pay:
 - i. Recording fee for deed and mortgage
 - ii. Cost of Purchaser's mortgage title insurance policy as required by mortgage.

13. REPRESENTATIONS OF SELLER -- HAZARDOUS WASTE

LOWARealty
COMMERCIAL

INITIAL:

[Handwritten initials]

Seller hereby represents to Purchaser that, to the best of Seller's knowledge, the Subject Property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that Seller has not used the subject property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the Subject Property with hazardous wastes or substances. Seller warrants that the Subject Property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances.

At Purchaser's cost and within Forty Five (45) days of execution of this Agreement, Purchaser shall be permitted to conduct any environmental tests it deems necessary for the purpose of discovering the existence of any hazardous waste or substances. Should such environmental testing reveal the presence of any hazardous wastes or substances, Purchaser may, at its option, terminate this Agreement and any earnest money paid shall be returned to Purchaser. Notwithstanding the above, the parties may agree by amendment and modification of this Agreement, to terms necessary to remedy any environmental condition discovered and then proceed with performance of this Agreement. Purchaser agrees, at its cost and without undue delay, to restore the Subject Property to its original condition should it proceed with the environmental testing contemplated herein.

14. LEASES

Seller shall not enter into any new leases or agree to extend any existing leases without Purchaser's prior written consent.

15. NOTICES

All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

Seller:

Copy to:

Purchaser:

Copy to:



INITIAL:

JKB

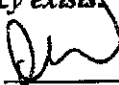
16. GENERAL CONDITIONS

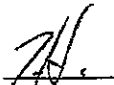
This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the Subject Property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.


17. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either expresses or implied, as to the physical or mechanical condition of the Subject Property, either real or personal.

Initial only required if Dual Agency exists:

Purchaser-Client's initials: 

Seller-Client's initials: 

Purchaser-Client's initials: 

Seller-Client's initials:

18. BROKERS AS AGENTS

Parties acknowledge that agency disclosures have been made and signed prior to signing of this purchase agreement. The Broker, the Broker's agents, employees, and associates must respond to all questions of the parties accurately and honestly and must disclose all material defects about which they have knowledge, but are not required to discover hidden defects in the Subject Property or give advice on matters outside the scope of their real estate licenses.

19. AGENCY

Seller and Purchaser acknowledge that the QC Iowa Realty Company agent is acting as a dual agent with full knowledge and consent. The undersigned confirm that they have previously consented to Andy Doyle acting as a Dual Agent providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent in regard to the transaction referred to in this document.

LEGAL ASSISTANCE



INITIAL: 

The Seller and Purchaser are aware that when fully executed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their respective interests, Seller and Purchaser are advised to consult legal counsel before this Agreement is signed.

20. 1031 EXCHANGE

If Purchaser desires to acquire the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, Seller agrees to cooperate with such transaction so long as, (i) Purchaser bears the expense of any significant legal costs incurred by Seller as a rights due to the exchange transaction. Purchaser agrees to indemnify, hold harmless, and defend Seller from and against any and all claims, damages, costs, liabilities, losses and expenses (including reasonable attorney fees) arising out of such exchange transaction. If Seller desires to sell the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, Purchaser agrees to cooperate with such transaction so long as, (i) Seller bears the expense of any significant legal costs incurred by Purchaser as a result of such cooperation, and (ii) Purchaser assumes no additional risk or liability nor loses any remedies or rights due to the exchange transaction. Seller agrees to indemnify, hold harmless, and defend Purchaser from and against all claims, damages, costs, liabilities, losses and expenses (including reasonable attorney fees) arising out of such exchange transaction.


21. CONTINGENCIES & INSPECTIONS

The transaction contemplated herein shall be subject to the following contingencies and 30 days to complete these inspections:

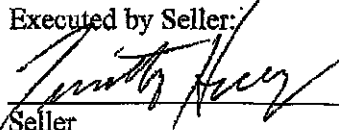
- (a) HVAC Inspection
- (b) Plumbing Inspection
- (c) Roof Inspection
- (d) Structural Inspection
- (e) Also "see addendum A"

22. ACCEPTANCE BY SELLER *

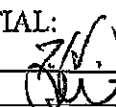
Until accepted by Seller, this document constitutes an offer by Purchaser on the terms stated above. This Offer shall expire at 12:00 PM on October 19th, 2012. If not accepted by such date, it shall become null and void and all payments hereunder shall be refunded to Purchaser.

Executed by Purchaser:

Purchaser

10-19-12
Date

Executed by Seller:

10/18/12
Seller Date



* CHAIRMAN, MISSISSIPPI VALLEY WELCOME CENTER BOARD
ACCEPTED CONTINGENT ON INITIAL: 
APPROVAL OF SCOTT COUNTY BOARD OF SUPERVISORS
+ LE CRAWFORD CITY COUNCIL FOLLOWING PUBLIC HEARINGS

[Signature] 10-19-12
Purchaser Date

Seller Date

IowaRealty
COMMERCIAL

INITIAL: *[Signature]*
[Signature]



ADDENDUM #1

Agreement to Purchase Real Estate

PURCHASER: Markman Peat or assigns

SELLER: Cities of LeClaire, Bettendorf, Davenport and Scott County

SUBJECT PROPERTY: 900 Eagle Ridge Road LeClaire, Iowa

DATE OF AGREEMENT TO PURCHASE REAL ESTATE: October 22, 2012

The subject Agreement to Purchase Real Estate is to contain the following additional terms and conditions:

Seller shall remove all outside trash containers and the broken picnic table.

5 year abatement of 90% of the real estate taxes. During the 6th year the abatement will decrease to 80%, 7th year to 60%, 8th year to 40%, 9th year to 20% and no abatement in the 10th year.

Seller shall remove swing set (play equipment) including subsurface concrete from ground but leave for Purchaser.

This agreement is also subject to review and approval of any and all easement agreements that are in place at Purchasers sole discretion.

This Addendum executed this 22ND day of OCTOBER 2012.

Seller

[Signature]
CHAIRMAN, MISSISSIPPI VALLEY WELCOME CENTER BOARD

Purchaser

[Signature]
[Signature]

7/1
[Signature] Seller Initials
[Signature] Purchaser Initials



ADDENDUM #2

Agreement to Purchase Real Estate

PURCHASER: Markman Peat or assigns

SELLER: Cities of LeClaire, Bettendorf, Davenport and Scott County

SUBJECT PROPERTY: 900 Eagle Ridge Road LeClaire, Iowa

DATE OF AGREEMENT TO PURCHASE REAL ESTATE: October 22, 2012

The subject Agreement to Purchase Real Estate is to contain the following additional terms and conditions:

Tax abatement or TIF - 80% - years 1-5: 70% - year 6: 50% - years 7-8: and 20% - year 9

Shall supersede part of addendum #1 portion of Tax abatement

This Addendum executed this 31st day of October 2012.

Seller

[Signature]

Purchaser

[Signature]
B. Peat 2

[Initials] Seller Initials
[Initials] Purchaser Initials

PLANNING & DEVELOPMENT

500 West Fourth Street

Davenport, Iowa 52801-1106

Office: (563) 326-8643

Fax: (563) 326-8257

Planning@scottcountyiowa.com



Timothy Huey
Director

To: Ed Choate, City of LeClaire Representative
Alan Guard, City of Davenport Representative
Decker Ploehn, City of Bettendorf Representative
Mississippi Valley Welcome Center Board

From: Timothy Huey, Scott County Representative & Chairman
Mississippi Valley Welcome Center Board

Date: November 17, 2011

Re: Transfer of deed for Mississippi Valley Welcome Center property to Scott County.

As you are aware, following the decision of the Quad Cities Convention and Visitor's Bureau and the Mississippi Welcome Center Board to close the Mississippi Valley Welcome Center, the property has been listed for sale. Any offer to purchase the property would require a public hearing to be held by each of the four participating local governments on such offers. In order to facilitate the review of such offers, it was determined that the best course of action would be to transfer ownership of the property to a single governmental entity, prior to receiving such offers. Because under the existing ownership agreement, Scott County is designated as the lead agency for capital needs and planning of the property, it was determined Scott County would accept sole ownership from the other three participating entities. Each of the four participating local governments would hold separate public hearings on this proposed transfer and would be asked to pass resolutions approving such a transfer.

The provisions of the existing ownership agreement, as amended, are intended to remain in effect until the property is sold. The MVWC Board will review any offers of purchase for acceptability and make a recommendation to the Scott County Board of Supervisors for action on such an offer to purchase. The Board of Supervisors would then hold a public hearing to review the offer and take action on it. The net proceeds, following the sale of the property, will be distributed by Scott County to all four parties to the agreement.

EXHIBIT "A"

A parcel of land located in the NW 1/4 SE 1/4 of Sec. 3, T78N, R5E of the 5th P.M., City of LeClaire, Scott County, Iowa, as shown on Right of Way Plat Exhibit "A" attached hereto and by reference made a part hereof. Said parcel is described as follows:

Commencing at the Center of said Sec. 3; thence S89°34 1/2'E, 234.92 ft. along the north line of the SE 1/4 of said Sec. 3; thence S0°25 1/2'W, 972.41 ft. to a point on the northeasterly right of way line of Interstate Route No. 80, the Point of Beginning; thence S60°38 1/4'E, 114.64 ft. along said northeasterly right of way line; thence S19°48 1/4'E 140.90 ft. along said northeasterly right of way line; thence N38°01 3/4'W, 239.66 ft. to the Point of Beginning; containing 5281 square feet, more or less.

Note: The north line of the SE 1/4 of said Sec. 3 is assumed to bear S89°34 1/2'E for the purpose of this description.

Direct access between the above described parcel of land and Interstate Route No. 80 and its ramps is prohibited.

Subject to the State's right of entry thereon for the purpose of constructing and maintaining the right of way fence and State will be held blameless and without liability for fencing private property or maintaining the same.

Resolution No. 2011-539

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.


RESOLUTION transferring the City of Davenport's ownership interest in the Mississippi Valley Welcome Center to Scott County.

WHEREAS, the City has held a public hearing on the matter of the sale/transfer of the Welcome Center to Scott County, and

WHEREAS, the notice of public hearing was timely filed, and all comments in response thereto considered by the Council.

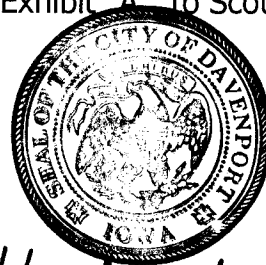
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to transfer ownership of the City's share of the Mississippi Valley Welcome Center, as legally described on the attached Exhibit "A" to Scott County for Scott County to market and sell the facility.

Approved:



William E. Gluba, Mayor

Attest:



Jackie E. Holecek, MMC, City Clerk

City of Davenport

Committee: Finance
Department: Finance
Contact Info: Alan Guard – 326-7789
Ward: All

2011-539
Action / Date
FC 12/07/11
DEC 14 2011

Subject: RESOLUTION transferring the City of Davenport's ownership interest in the Mississippi Valley Welcome Center to Scott County.

Recommendation: Adopt the resolution.

Relationship to Goals: Financially Responsible City Government

Background: The City of Davenport entered into an agreement in 1996 with the cities of Bettendorf and LeClaire and Scott County to own and operate the Mississippi Valley Welcome Center. With traffic down significantly at the Welcome Center during the previous three years and the operating subsidy growing, the Welcome Center board voted to terminate operations as of December 31, 2011. The board then voted to begin the process of selling the building. In order to expedite the sale and meet all public hearing requirements for the transfer of ownership of a public building, it has been decided that Davenport, Bettendorf and LeClaire would transfer each of their ownership interests in the building to Scott County. Therefore, when a buyer is found to purchase the building only one public hearing would be needed to complete the sale and transfer. Each of the entities is entitled to a share of the proceeds under the terms of the agreement.

A public hearing on the sale/transfer of Davenport's share of the property was held on Wednesday, November 16, 2011 at 5:30 p.m. during the Committee-of-the Whole meeting.

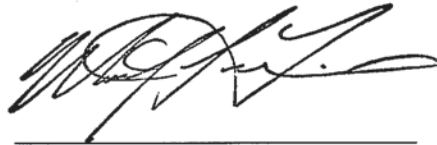
A Resolution authorizing the transfer/sale of the City's portion of the Welcome Center to Scott County for sale

WHEREAS, the City has held a public hearing on the matter of the transfer/sale of the Welcome Center to Scott County, and

WHEREAS, the notice of public hearing was timely filed, and all comments in response thereto considered by the Council,

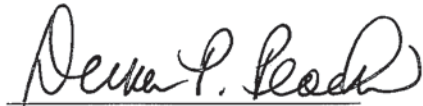
NOW THEREFORE be it RESOLVED by the City Council of the City of Bettendorf, Iowa, that the Mayor and City clerk are authorized to transfer ownership of the City's share of the Mississippi Valley Welcome Center, as legally described on the attached "A," to Scott County for Scott County to market and sell the facility.

Passed, Approved, and Adopted this 15th day of November, 2011



Mayor

Attest:



City Clerk



CITY OF LECLAIRE, IOWA

325 WISCONSIN STREET
LECLAIRE, IOWA 52753

TEL: (563)-289-4242

FAX: (563)-289-6014
WWW.LECLAIREIOWA.GOV

SENDER'S DIRECT CONTACT INFORMATION:
PHONE EXT. #1104 ECHOATE@LECLAIREIOWA.GOV

**NOTICE OF PUBLIC HEARING ON THE MATTER OF THE PROPOSAL TO DISPOSE OF
PUBLIC PROPERTY (900 EAGLE RIDGE ROAD – MISSISSIPPI VALLEY WELCOME CENTER)
AND CONSIDERATION OF AN OFFER TO PURCHASE**

Notice is hereby given (pursuant to the provisions of I.C. 364.7) that the City Council of the City of LeClaire, Iowa, will conduct a public hearing on the proposal to dispose of public property (An 8.13 acre parcel MOL located in the NE¼ SW¼ and the NW¼ SE¼ and SW¼ SE¼ of Section 3 T78N R5E of the 5th P.M. in the City of LeClaire - Scott County Parcel ID #850337102 - (900 Eagle Ridge Road - Mississippi Valley Welcome Center), and to review the current offer to purchase submitted thereon by the "Markman Peat, Corp." of Davenport, Iowa, on Monday, November 05, 2012 @ 7:00 p.m. local time in the LeClaire City Council Chambers located at 325 Wisconsin Street in said City.

At said time and place any and all residents are invited and encouraged to attend and to present comments, either orally, in writing, or both on said proposal and offer to purchase.

(Pursuant to Res. #11-177 a prior public hearing was held on the proposal to dispose of this public property on November 14, 2011 at which time any and all comments were received and heard by the Council.)

For further information, please feel free to contact the City at any time during regular business hours, (M-F from 8:00 a.m. to 5:00 p.m.)

NOTICE OF BOARD OF SUPERVISORS
PUBLIC HEARING ON PROPOSAL TO DISPOSE OF
PUBLIC PROPERTY KNOWN AS THE MISSISSIPPI VALLEY WELCOME CENTER
AT 900 EAGLE RIDGE ROAD, LeCLAIRE, IOWA AND CONSIDERATION OF AN
OFFER TO PURCHASE

Public Notice is hereby given that the Scott County Board of Supervisors will hold a public hearing to consider the proposal to dispose of public property (An 8.13 acre parcel MOL located in the NE¼ SW¼ and the NW¼ SE¼ and SW¼ SE¼ of Section 3 T78N R5E of the 5th P.M. in the City of LeClaire - Scott County Parcel ID #850337102 and to review the current offer to purchase submitted by the Markman Peat, Corp. of Davenport, Iowa. The public hearing will be held on Thursday, November 8, 2012 in the 1st Floor Board Room, Administrative Center, 600 West Fourth Street, Davenport Iowa, at 5:30 p.m.

The Board of Supervisors will hear comments on the proposed offer to purchase the Mississippi Valley Welcome Center building and property located in the City of LeClaire at 900 Eagle Ridge Road. The building is owned jointly by Scott County and the Cities of Davenport, Bettendorf and LeClaire.

If you have any questions or comments regarding the public hearing, please call, email or write the Planning and Development Department, 500 West Fourth Street, Davenport Iowa 52801, 563-326-8643, planning@scottcountyiowa.com or attend the hearing.

Timothy Huey
Chairman
Mississippi Valley Welcome Center Board

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)