

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
December 17 - 21, 2012

Tuesday, December 18, 2012

Committee of the Whole - 8:00 am
Board Room, 1st Floor, Administrative Center

- ___ 1. Roll Call: Cusack, Earnhardt, Hancock, Minard, Sunderbruch

Presentation

- ___ 2. Presentation of PRIDE recognition for years of service. (Item 2) 9:00 A.M.
- ___ 3. Presentation of PRIDE Recognition for Employee of the Quarter.
- ___ 4. Scott County's 175th Birthday Celebration.

Facilities & Economic Development

- ___ 5. Approval of the demolition of the structures on County Tax Deed parcels F0033-16 (120-312 East 10th Street) and K0011-20 (1502 Rockingham Road) with the use of Neighborhood Stabilization Program funds through the City of Davenport. (Item 5)
- ___ 6. Discussion of the Planning and Zoning Commissions recommendation on the application to rezone approximately 5 acres from Agricultural-Preservation District (A-P) to Agriculture Service Floating Zone (A-F) in the southwesterly corner (precisely the west 600 feet of the south 365 feet) of the SW 1/4 SW 1/4 of Section 18 in Butler Township. (Item 6)
- ___ 7. Approval of proposal for the replacement of the main electrical switchgear for the Courthouse. (Item 7)
- ___ 8. Approval of Annex Building HVAC repairs. (Item 8)

Human Resources

- ___ 9. Discussion of strategy of upcoming labor negotiations with the County's organized employees pursuant to Iowa Code Section 20.17(3). - CLOSED SESSION
- ___ 10. Approval of personnel actions. (Item 10)

Finance & Intergovernmental

- ___ 11. Approval of standard software license service agreement with New World Systems for an ERP (Enterprise Resource Planning) System. (Item 11)

- ___ 12. Approval of abatement of delinquent property taxes. (Item 12)
- ___ 13. Approval of contract with Longley Systems for Novatime/Time and Attendance upgrade. (Item 13)
- ___ 14. Approval of fiber installation in support of the County General Store relocation. (Item 14)
- ___ 15. Approval of employee appraisal software. (Item 15)
- ___ 16. Other items of interest.

Thursday, December 20, 2012

**Regular Board Meeting - 5:30 pm
Board Room, 1st Floor, Administrative Center**

Public Hearing

- ___ 1. Rezoning of 5 acres from Agricultural-Preservation District (A-P) to Agriculture Service Floating Zone (A-F) in Butler Township.

HUMAN RESOURCES DEPARTMENT

600 W. 4th Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8767 Fax: (563) 328-3285
www.scottcountyiowa.com
Email: hr@scottcountyiowa.com



December 12, 2012

TO: Mary Thee
Assistant County Administrator

FROM: Barb McCollom
Human Resources Generalist

RE: YEARS OF SERVICE RECOGNITION CEREMONY

The following is a list of individuals who will be recognized for years of service on **Tuesday, December 18, 2012 at 9:00 a.m.** through the recognition program.

| Employee | Department | Date of hire | Years of Service |
|-------------------|--------------------|--------------|------------------|
| Greg Burnett | Community Services | 10/29/07 | Five |
| Jonathan Moore | Sheriff | 10/29/07 | Five |
| Jessica Schadel | Sheriff | 11/5/07 | Five |
| Kathy Walsh | County Attorney | 11/13/07 | Five |
| Amy Lueders | FSS | 12/03/07 | Five |
| Yvonne Bright | Sheriff | 12/3/07 | Five |
| John Lefman | Sheriff | 10/07/02 | Ten |
| Brenda Moore | Auditor | 11/6/97 | Fifteen |
| Theresa Cady | Recorder | 11/18/97 | Fifteen |
| Barbara Schloemer | FSS | 12/29/97 | Fifteen |
| Sally Marten | County Attorney | 11/16/92 | Twenty |
| Burt Graham | Secondary Roads | 11/30/87 | Twenty-five |

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Dee F Bruemmer, County Administrator

From: Timothy Huey, Planning Director

Date: December 12, 2012

Re: Approval of the demolition of the structures on County Tax Deed parcels F0033-16 (310-312 East 10th Street) and K0011-20 (1502 Rockingham Road) with the use of Neighborhood Stabilization Program funds through the City of Davenport

The City of Davenport has funding available through the Neighborhood Stabilization Program to pay for the cost of the demolition of two structures on properties that the county holds as Tax Deeds. The funding comes with some restrictions and is in the form of a five year forgivable loan. This funding expires at year end. The City has received bids for the demolition of both structures on these properties but the Forgivable Mortgage, Promissory Note and Restrictive Covenants must be approved and signed prior to the expiration of the funding source.

Staff did have some of questions regarding the language in these documents and will have a fuller presentation at the Committee of the Whole meeting. Bruce Berger, Program Manager with the City of Davenport's Community Development Department will be available at the Committee of the Whole meeting to answer questions. Rob Cusack has also reviewed these documents.

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
December 20, 2012

**APPROVAL OF THE DEMOLITION OF DETERIORATED STRUCTURES LOCATED
ON TAX DEED PROPERTIES WITH FUNDING PROVIDED BY THE CITY OF
DAVENPORT'S NEIGHBORHOOD STABILIZATION PROGRAM**

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

- Section 1 Scott County holds Tax Deeds for two properties located at 310-312 East 10th Street (Parcel F0033-16) and 1502 Rockingham Road (Parcel K0011-20)
- Section 2 Both these parcels contain deteriorated structures that the City of Davenport has declared to be dangerous and substandard buildings.
- Section 3 The City of Davenport has funding available through the Neighborhood Stabilization Program to cover the cost of the demolition of these structures.
- Section 4 The Board of Supervisors approves the demolition of the structures located on Parcel F0033-16 and K0011-20.
- Section 5 The Scott County Tax Deed Administrator is authorized to sign all documents and agreements associated with the requirements of the Neighborhood Stabilization Program.
- Section 6 This resolution shall take effect immediately.



F0032-09

F0032-08

F0032-07

F0032-06

F0032-05

F0032-04

F0032-03

F0032-01

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F0033-14

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1009

F0033-16

F0033-17

F0033-18

F0033-19

F0033-20

F0033-15

312

310

316

318

318

322

324

PERSHING AVE

E 10TH ST

80

80

F0033-23

F0033-22

F0033-21

Document prepared by: Thomas Warner, City of Davenport, 226 W. 4th Street, Davenport, IA 52801
Return to: City of Davenport, Candice Graf, 226 W 4th Street, Davenport, IA 52801

FORGIVABLE MORTGAGE

THIS FORGIVABLE MORTGAGE (Mortgage) is made between the City of Davenport (Lender) and Scott County, Iowa (Borrower). This mortgage secures credit in the amount of \$11,400. Loans and advances up to this amount together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens. This debt is evidenced by Borrower's note and a schedule (Schedule) which provides for full or partial repayment, if the requirements of the contract, covenant, and this mortgage are not met. This Forgivable Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with all renewals, extensions, modifications issued in substitution thereof if the Borrower defaults or fails to meet any other Neighborhood Stabilization Program requirements; (b) the payment of all other sums, with interest, advanced under paragraph 5 of this document to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant a security interest in and convey to Lender the following described property (real estate) located in Scott County, Iowa:

Parcel F0033-16, situated in Scott County the west 60 feet of Lot 2 in Block 90 in LeClaire's 8th Addition to the City of Davenport, Scott County, Iowa, commonly known as 312 E. 10th Street.

TOGETHER WITH:

(a) **Buildings.** All buildings, structures and improvements now standing or hereafter constructed or placed on the Land (the Buildings, and all easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the land.

(b) **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the Personal Property).

(c) **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the land, Buildings and Personal Property, or any part thereof (the Revenues and Income).

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the Mortgaged Property), together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Lender, its successors and assigns.

BORROWER COVENANTS that Borrower holds clear title to the Mortgaged Property and title in fee simple in the Land and has the right, power and authority to execute this Mortgage, grant a security interest in and convey the Mortgaged Property and that the Mortgaged Property is free and clear of all encumbrances, except for encumbrances of record. Borrower will warrant and defend the title to the Mortgaged Property and the liens and priority of this Mortgage against all claims and demands whether existing or hereafter arising.

Borrower and Lender covenant and agree as follows:

1. Repayment of Principal. Borrower shall promptly pay the full or partial principal owed in accordance with the Schedule if Borrower defaults or otherwise fails to comply with the Covenants and Neighborhood Stabilization Program Promissory Note attached.

2. Taxes. Borrowers shall pay each installment of taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Lender proof of such payment fifteen (15) days after the day in which such tax or assessment becomes delinquent.

3. Liens. Borrower shall pay in a timely manner all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrowers shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Borrowers shall pay, when due, the claims of all persons supplying labor or materials in connection with the Mortgaged Property.

Borrower shall promptly discharge any lien which has, or may attain, priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Mortgaged Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Insurance.

- a. **Risks to be Insured.** Borrowers, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Lender may from time to time require, such insurance to have a Replacement Cost endorsement attached thereto, with the amount of the insurance at least equal to the balance of amount owed under the Note. Borrowers will at their sole cost and expense, from time to time, and at any time at the request of Lender, provide Lender with evidence satisfactory to Lender of the replacement cost of the Mortgaged Property. Borrowers will maintain such other insurance as Lender may reasonably require.
- b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Borrowers pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Lender, contain a mortgagee clause in favor and in form acceptable to Lender, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Lender, and be reasonably satisfactory to Lender in all other respects.
- c. **Delivery of Policy or Certificate.** If requested by Lender, Borrowers will deliver to Lender original policies satisfactory to Lender evidencing the insurance which is required under this Mortgage, and Borrowers shall promptly furnish to Lender all renewal notices and, upon request of Lender, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Borrowers

shall deliver to Lender a renewal policy in form satisfactory to Lender.

- d. **Assignment.** If the Mortgaged Property is sold at a foreclosure sale or if Lender shall acquire title to the Mortgaged Property, Lender shall have all of the right, title and interest of Borrowers in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to sale or acquisition.
- e. **Notice of Damage or Destruction; Loss Adjustment.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Borrowers will, within five (5) calendar days after the occurrence of the damage or destruction, give written notice thereof to the insurance carrier and to Lender and will not adjust any damage or loss which is estimated by Borrowers in good faith to exceed \$25,000 unless Lender shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Lender may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Borrowers do hereby irrevocably authorize, empower and appoint Lender as attorney-in-fact for Borrower (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Borrowers.
- f. **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Lender, which shall, at its option, apply the same (after first deducting therefrom Lender's expenses incurred in collecting the same including but not limited to reasonable attorneys' fees) to the reduction of amounts due under the Note or to the restoration, repair, replacement or rebuilding of the mortgaged property; provided, however, if funds are sufficient to restore, repair, or rebuild the mortgaged property, there is no default, and the Note is not within 6 months of Maturity, such funds shall be applied to the restoration, repair, replacement or rebuilding of Mortgaged Property and then secondly to the reduction of any further amounts due under the Note. Any application of insurance proceeds to principal of the Note shall not extend or postpone the due date of the installments payable under the Note or change the amount of such installments.
- g. **Expense Reimbursement.** Borrowers shall promptly reimburse Lender upon demand for all of Lender's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys' fees, and all such expenses shall be additional amounts secured by this Mortgage.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Forgivable Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Lender's rights in the Mortgaged Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Mortgaged Property to make repairs. Although Lender may take actions under this paragraph, Lender does not have to do so. Any amounts disbursed or incurred by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to the other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be immediately due and payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Any improvements and all plans and specifications concerning this Property shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith. Lender or its agents shall have the right at reasonable times to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property. Lender shall have no duty to make such inspection. Nothing contained in this paragraph shall require Lender to incur any expense or do any act hereunder, and Lender shall not be liable to Borrower for any damage or claims arising out of action taken by Lender pursuant to this paragraph.

7. Condemnation. Borrower shall give Lender prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Lender the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Lender is hereby authorized to intervene in any such action in the names of Borrowers, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittance for such proceeds. Any expenses incurred by Lender in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Lender first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of amounts due under the Note or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of the Lender.

8. Events of Default. Each of the following occurrences shall constitute an event of default (Event of Default):

- a. Borrowers shall default in the due observance or performance of or breach of its agreement contained in paragraph 1 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Borrowers shall make an assignment for the benefit of its creditors, or a petition shall be filed by or against Borrowers under the United States Bankruptcy Code or Borrowers shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.
- e. If all or any part of the Mortgaged Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to an owner who will not occupy the Mortgaged Property as his/her primary residence, Lender will require immediate payment of the amount due under the attached Schedule. Eligible transfers are further detailed in the Agreement for Covenants and Restrictions.

9. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Lender may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Lender may declare immediately due and payable all Notes secured by this Mortgage in accordance with the Schedule, and the same shall thereupon immediately be due and payable without further notice of demand.
- b. Borrower shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default of a secured part under the Iowa Uniform Commercial Code. If notice to Borrowers of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Borrowers at least ten (10) days prior to the date of intended disposition.
- c. Lender may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Lender

appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as the trustee may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Borrowers only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Note.

10. Redemption. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Lender, in such action files an election to waive any deficiency judgment against Borrowers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Borrower, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all three of the following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of foreclosure; and (3) Lender files an election to waive any deficiency judgment against Borrowers or their successors in interest in such action. If the redemption period is so reduced, Borrowers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption for creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Borrowers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any redemption provisions contained in Chapter 628 of the Iowa Code.

11. Additional Instruments. At any time and from time to time until payment in full of the Note, Borrowers, at Lender's request, will promptly execute and deliver to Lender such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Lender in connection with the Mortgaged Property. Such instruments may include, but are not limited to, additional security agreements, financing statements, and continuation statements.

12. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of Schedule of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify Schedule of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any delay or forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to Personal Property and for this purpose the name and address of debtor is the name and address of Borrowers as set forth in paragraph 17 herein and the name and address of the secured party is the name and address of the Lender as set forth in paragraph 17 herein.

14. Care of Property. Borrowers shall take good care of the Mortgaged Property; shall keep the Buildings and the Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Borrowers shall not make any material alteration in the Mortgaged Property without the prior written consent of Lender.

15. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Mortgaged Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage;

Document prepared by: Thomas Warner, City of Davenport, 226 W. 4th Street, Davenport, IA 52801
Return to: City of Davenport, Candice Graf, 226 W. 4th Street, Davenport, IA 52801

AGREEMENT FOR COVENANTS AND RESTRICTIONS

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS, as part of the NSP (Neighborhood Stabilization) Program (hereinafter, the Program) and dated as of the date of the below-described Forgivable Mortgage, Contract and Promissory Note, is between the City of Davenport (the City), and Scott County, Iowa (hereinafter, the Recipient).

WITNESSETH:

WHEREAS, the Recipient has applied for and received approval for funding from the Program, and has entered into a Contract and Promissory Note identified above by and between the Recipient and the City (the Loan/Grant Contract);

WHEREAS, pursuant to the Contract, the City will make a grant/loan in the amount of \$11,400 (the Grant/Loan) to the Recipient for the purpose of financing a portion of the costs of the Project described in the Neighborhood Stabilization Agreement, with the Project to be located on the real estate described in the attached Legal Description;

Parcel F0033-16, situated in Scott County the west 60 feet of Lot 2 in Block 90 in LeClaire's 8th Addition to the City of Davenport, Scott County, Iowa, commonly known as 312 E. 10th Street.

WHEREAS, the Project will be economically feasible for the Recipient because of the Grant/Loan funds received through the Program;

WHEREAS, in accordance with the Neighborhood Stabilization Program Promissory Note and Forgivable Mortgage and related requirements, the Recipient or his/her successors are required to maintain the property in good standing regarding use of the property for at least five years from the date of project demolition; and

WHEREAS, as a condition to receipt of Grant/Loan proceeds, and in order to help ensure compliance by the Recipient and any future owner of the Project with the requirements and covenants set forth in the Neighborhood Stabilization Program Promissory Note and Forgivable Mortgage throughout the required period of time as set forth attached Schedule, so as to maintain the housing benefits for which assistance has been provided through the Program and therefore protect the investment of the City and the Program in the Project, and in order to give the Recipient the ability to fulfill its obligations under the Neighborhood Stabilization Program Rules to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in the attached Legal Description hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Recipient and its successors or assigns.

Agreement for Covenants and Restrictions

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recipient, for itself and for its successors, devisees, heirs or assigns, makes the following covenants as to the use of the Project:
 - (a) The Recipient and the Project shall comply with the Neighborhood Stabilization Promissory Note and the requirements in the Forgivable Mortgage.
 - (b) The Recipient and/or his/her successors shall maintain the property as green space or any other use that meets a national objective for the Neighborhood Stabilization Program for at least five years from the date of demolition.
 - (c) All of the proceeds of the Grant/Loan shall be spent on Qualified Costs of the Project in accordance with the guidelines of the Neighborhood Stabilization Program.
 - (d) During the five years of the agreement an eligible transfer must involve the transfer of fee simple title by warranty deed to the new buyer, with the Recipient and/or his/her successors notifying the City in writing prior to the transfer of the property. Such notice shall be provided at least 30 days prior to any scheduled transfer or closing and said notice shall be provided at the following address:

Community Planning and Economic Development
City of Davenport
226 W. 4th Street
Davenport, Iowa 52801

Upon receiving notice, the City will review the status of the project, make a determination, and inform the Recipient (or his/her successors) of their responsibilities under this Covenant and related security instruments.

2. All of the covenants herein shall run with the real estate described in the Legal Description hereto and the Project thereon, and be binding upon the Recipient and its successors, devisees, heirs or assigns, for the Term of Compliance. If the Recipient conveys any portion of the property during the Term of Compliance, the subsequent buyers are also bound by this agreement. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by both the City and the Recipient.

3. This Agreement may be amended only by an amendment in writing executed by the parties hereto.

4. If the Recipient defaults in the performance or observance of any covenant, agreement or obligation of the Recipient set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the City to the Recipient (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if the Recipient commences same within such 30-day period and thereafter diligently and continuously pursues the same to completion within such 60-day period), then the City may declare the Recipient is in default hereunder and may take any one or more of the following steps, at its option in addition to any other remedy available under the law:

- (a) by mandamus or other suit, action or proceeding at law or in equity, require the Recipient/Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;
- (b) have access to and inspect, examine and make copies of all the books and records of the Recipient pertaining to the Project;

Agreement for Covenants and Restrictions

- (c) declare a default under the Neighborhood Stabilization Mortgage, and Promissory Note and demand immediate repayment from Recipient of Grant/Loan proceeds previously disbursed to Recipient in accordance with the Truth in Lending and Schedule (of forgiveness); and
- (d) take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Recipient hereunder and under the Neighborhood Stabilization Mortgage, and Promissory Note, including the recovery of Grant/Loan proceeds and/or foreclosure.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

8. The Recipient shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.

9. This Agreement shall be governed by the laws of the State of Iowa.

10. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such addresses as may be specified in writing to the parties hereto:

City: Community Planning & Economic Development Department
226 West 4th Street
Davenport, IA 52801
Attention: NSP Program

11. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

12. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

13. All of the rights and obligations set forth herein shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Covenants and Restrictions to be executed and sealed by their duly authorized officers, all as of the date first above written.

Agreement for Covenants and Restrictions

RECIPIENT ACKNOWLEDGEMENT

BY SIGNING BELOW, Recipient accepts and agrees to the covenants contained in this Security Instrument and in any rider(s) executed by Recipient and recorded. The undersigned Recipient(s) acknowledge(s) receipt of a copy of this instrument.

“I/we understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I/we voluntarily give up my/our right to this protection for this property with respect to claims based upon this contract.”

Scott County, Iowa Representative signature

Print Name

State of Iowa)
) S.S.
County of Scott)

On this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Scott County, Iowa, the public agency executing the within and foregoing instrument; and that said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said agency by it and by him voluntarily executed.

Notary Public in and for Scott County, Iowa

Agreement for Covenants and Restrictions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Covenants and Restrictions to be executed and sealed by their duly authorized officers, all as of the date first above written.

CITY OF DAVENPORT

By: _____
Bruce Berger, Senior Manager

CITY ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF SCOTT)

On this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Bruce Berger, to me personally known, who being by me duly sworn, did say that he is the Senior Manager of the City of Davenport, the public agency executing the within and foregoing instrument; and that said Senior Manager, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said agency by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public - State of Iowa

CITY OF DAVENPORT
COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
NEIGHBORHOOD STABILIZATION PROGRAM
PROMISSORY NOTE

1. **BORROWER'S PROMISE TO PAY**

I am not obligated to make payments to reduce the principal on this loan, so long as I comply with the terms of the covenants to the City of Davenport (hereinafter, the "Lender"). However, if:

a. I am declared in default and/or fail to comply with any clause in the attached covenant to the City prior to the end of the five year compliance period (beginning at date of demolition), hereinafter called the "Maturity Date", I promise to pay up to \$11,400 (this amount is called "principal"), to the order of the Lender. This amount may be reduced in accordance with the schedule below.

b. Schedule of repayment – From date of the disbursement of funds, if I comply for:

- 0 – 12 months, I will repay 100% of the amount disbursed;
- >1 year - <2 years, I will repay 80% of the amount disbursed;
- >2 years - <3 years, I will repay 60% of the amount disbursed;
- >3 years - <4 years, I will repay 40% of the amount disbursed;
- >4 years - <5 years, I will repay 20% of the amount disbursed;
- >5 years, I will not be obligated to repay any of the funds disbursed.

The Lender is The City of Davenport, Community Planning and Economic Development Department. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. **INTEREST**

The yearly interest rate is 0.00%.

3. **OBLIGATIONS**

(A) **OTHER OBLIGATIONS**

I agree to maintain the property as green space or any other use that meets a national objective for the Neighborhood Stabilization Program for at least 5 years from the date of project demolition.

4. **BORROWER'S FAILURE TO COMPLY**

(A) **Default**

If I do not fully abide by the conditions of all the Agreements (Mortgage, Covenant, and Contract) between myself and the City of Davenport, I will be in default.

(B) **Notice of Default**

Promissory Note

If I am in default, the Note Holder may notify me in writing of the default and demand repayment of the amount of principal due in accordance with the attached Schedule by a certain date. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(C) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the property address above or at a different address if I give the Note Holder a written notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the addresses stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage (the "Security Instrument") dated the same as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this

Promissory Note

Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower to a Non-Owner-Occupant.

If all or any part of the property or any interest in it is sold, Lender will require immediate payment of part or all of the amount secured by this Security Instrument in accordance with the attached Schedule.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument in accordance with the attached Schedule. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The undersigned Borrower(s) acknowledge(s) receipt of a copy of this instrument.

IN WITNESS WHEREOF, this Promissory Note has been duly signed and sealed by the Borrower(s).

Scott County, Iowa Representative signature

Print Name

STATE OF IOWA)
) SS.
COUNTY OF SCOTT)

On this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Scott County, Iowa, the public agency executing the within and foregoing instrument; and that said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said agency by it and by him voluntarily executed.

Notary Public - State of Iowa



WASHINGTON ST

WASHINGTON ST



150
1520
1518
1516
K0011-07
K0011-08
K0011-09
1512
K0011-06
29
31
30
40

K0011-10
K0011-24
218
K0011-23
10
30
30
K0011-22

221
K0010-03
219
249:2864

W 2ND ST
120
50
K0011-19A
1526
121
126
K0011-19
113
1510
1512
1510
1512
42
78
1502

K0011-20
98
1502
78

WASHINGTON ST

K0010-04
1462
1456
K0010-06
1454
K0010-08A

ROCKINGHAM RD

357.5

17.14
117.1
K0011-27

89.52
1441
K0010-01B

1448

Document prepared by: Thomas Warner, City of Davenport, 226 W. 4th Street, Davenport, IA 52801
Return to: City of Davenport, Candice Graf, 226 W 4th Street, Davenport, IA 52801

FORGIVABLE MORTGAGE

THIS FORGIVABLE MORTGAGE (Mortgage) is made between the City of Davenport (Lender) and Scott County, Iowa (Borrower). This mortgage secures credit in the amount of \$13,400. Loans and advances up to this amount together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens. This debt is evidenced by Borrower's note and a schedule (Schedule) which provides for full or partial repayment, if the requirements of the contract, covenant, and this mortgage are not met. This Forgivable Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with all renewals, extensions, modifications issued in substitution thereof if the Borrower defaults or fails to meet any other Neighborhood Stabilization Program requirements; (b) the payment of all other sums, with interest, advanced under paragraph 5 of this document to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby mortgage, grant a security interest in and convey to Lender the following described property (real estate) located in Scott County, Iowa:

Green's 2nd Addition, Lot 2, Block 4. PT LOTS 1&2 COM AT SE COR SD LOT 1-N 115' – W 78' – S 115' – N 77 1/4'D E 78' ALG N/L OF ROCK RD. TO BEG. Which has the address of 1502 Rockingham Rd. Parcel K0011-20

TOGETHER WITH:

(a) **Buildings.** All buildings, structures and improvements now standing or hereafter constructed or placed on the Land (the Buildings, and all easements, appurtenances, riparian rights, mineral rights, water rights, rights in and to the lands lying in streets, alleys and roads adjoining the land, estates and other rights and interests now or hereafter belonging to or in any way pertaining to the land.

(b) **Personal Property.** All fixtures and other personal property integrally belonging to, or hereafter becoming an integral part of the Land or Buildings, whether attached or detached, including but not limited to, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, screens, linoleum, water softeners, automatic heating and air conditioning equipment and all proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for the foregoing (the Personal Property).

(c) **Revenues and Income.** All rents, issues, profits, leases, condemnation awards and insurance proceeds now or hereafter arising from the ownership, occupancy or use of the land, Buildings and Personal Property, or any part thereof (the Revenues and Income).

TO HAVE AND TO HOLD the Land, Buildings, Personal Property and Revenues and Income (collectively called the Mortgaged Property), together with all privileges, hereditaments thereunto now or hereafter belonging, or in any way appertaining and the products and proceeds thereof, unto Lender, its successors and assigns.

BORROWER COVENANTS that Borrower holds clear title to the Mortgaged Property and title in fee simple in the Land and has the right, power and authority to execute this Mortgage, grant a security interest in and convey the Mortgaged Property and that the Mortgaged Property is free and clear of all encumbrances, except for encumbrances of record. Borrower will warrant and defend the title to the Mortgaged Property and the liens and priority of this Mortgage against all claims and demands whether existing or hereafter arising.

Borrower and Lender covenant and agree as follows:

1. Repayment of Principal. Borrower shall promptly pay the full or partial principal owed in accordance with the Schedule if Borrower defaults or otherwise fails to comply with the Covenants and Neighborhood Stabilization Program Promissory Note attached.

2. Taxes. Borrowers shall pay each installment of taxes and special assessments of every kind, now or hereafter levied against the Mortgaged Property before the same become delinquent, without notice or demand, and shall deliver to Lender proof of such payment fifteen (15) days after the day in which such tax or assessment becomes delinquent.

3. Liens. Borrower shall pay in a timely manner all taxes, assessments, charges, fines and impositions attributable to the Mortgaged Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrowers shall not create, incur or suffer to exist any lien, encumbrance, security interest or charge on the Mortgaged Property or any part thereof which might or could be held to be equal or prior to the lien of this Mortgage, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable. Borrowers shall pay, when due, the claims of all persons supplying labor or materials in connection with the Mortgaged Property.

Borrower shall promptly discharge any lien which has, or may attain, priority over this Mortgage unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Mortgaged Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Insurance.

- a. **Risks to be Insured.** Borrowers, at their sole cost and expense, shall maintain insurance on the Buildings and other improvements now existing or hereafter erected on the Land and on the Personal Property included in the Mortgaged Property against loss by fire, extended coverage perils and such other hazards as Lender may from time to time require, such insurance to have a Replacement Cost endorsement attached thereto, with the amount of the insurance at least equal to the balance of amount owed under the Note. Borrowers will at their sole cost and expense, from time to time, and at any time at the request of Lender, provide Lender with evidence satisfactory to Lender of the replacement cost of the Mortgaged Property. Borrowers will maintain such other insurance as Lender may reasonably require.
- b. **Policy Provisions.** All insurance policies and renewals thereof maintained by Borrowers pursuant to this Mortgage shall be written by an insurance carrier satisfactory to Lender, contain a mortgagee clause in favor and in form acceptable to Lender, contain an agreement of the insurer that it will not amend, modify or cancel the policy except after thirty (30) days prior written notice to Lender, and be reasonably satisfactory to Lender in all other respects.
- c. **Delivery of Policy or Certificate.** If requested by Lender, Borrowers will deliver to Lender original policies satisfactory to Lender evidencing the insurance which is required under this Mortgage, and Borrowers shall promptly furnish to Lender all renewal notices and, upon request of Lender, evidence of payment thereof. At least ten (10) days prior to the expiration date of a required policy, Borrowers

shall deliver to Lender a renewal policy in form satisfactory to Lender.

- d. **Assignment.** If the Mortgaged Property is sold at a foreclosure sale or if Lender shall acquire title to the Mortgaged Property, Lender shall have all of the right, title and interest of Borrowers in and to any insurance policies required hereunder, and the unearned premiums thereon, and in and to the proceeds thereof resulting from any damage to the Mortgaged Property prior to sale or acquisition.
- e. **Notice of Damage or Destruction; Loss Adjustment.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, Borrowers will, within five (5) calendar days after the occurrence of the damage or destruction, give written notice thereof to the insurance carrier and to Lender and will not adjust any damage or loss which is estimated by Borrowers in good faith to exceed \$25,000 unless Lender shall have joined in or concurred with such adjustment; but if there has been no adjustment of any such damage or loss within four (4) months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four (4) month period or at any time thereafter, Lender may alone make proof of loss, adjust and compromise any claim under the policies, and appear in and prosecute any action arising from such policies. In connection therewith, Borrowers do hereby irrevocably authorize, empower and appoint Lender as attorney-in-fact for Borrower (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Borrowers.
- f. **Application of Insurance Proceeds.** All sums paid under any insurance policy required by this Mortgage shall be paid to Lender, which shall, at its option, apply the same (after first deducting therefrom Lender's expenses incurred in collecting the same including but not limited to reasonable attorneys' fees) to the reduction of amounts due under the Note or to the restoration, repair, replacement or rebuilding of the mortgaged property; provided, however, if funds are sufficient to restore, repair, or rebuild the mortgaged property, there is no default, and the Note is not within 6 months of Maturity, such funds shall be applied to the restoration, repair, replacement or rebuilding of Mortgaged Property and then secondly to the reduction of any further amounts due under the Note. Any application of insurance proceeds to principal of the Note shall not extend or postpone the due date of the installments payable under the Note or change the amount of such installments.
- g. **Expense Reimbursement.** Borrowers shall promptly reimburse Lender upon demand for all of Lender's expenses incurred in connection with the collection of the insurance proceeds, including but not limited to reasonable attorneys' fees, and all such expenses shall be additional amounts secured by this Mortgage.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Forgivable Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Mortgaged Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Mortgaged Property and Lender's rights in the Mortgaged Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Mortgaged Property to make repairs. Although Lender may take actions under this paragraph, Lender does not have to do so. Any amounts disbursed or incurred by Lender under this paragraph shall become additional debt of Borrower secured by this Mortgage. Unless Borrower and Lender agree to the other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be immediately due and payable, with interest, upon notice from Lender to Borrower requesting payment.

6. Inspection. Any improvements and all plans and specifications concerning this Property shall comply with all applicable municipal ordinances, regulations, and rules made or promulgated by lawful authority, and upon their completion shall comply therewith. Lender or its agents shall have the right at reasonable times to enter upon the Mortgaged Property for the purpose of inspecting the Mortgaged Property. Lender shall have no duty to make such inspection. Nothing contained in this paragraph shall require Lender to incur any expense or do any act hereunder, and Lender shall not be liable to Borrower for any damage or claims arising out of action taken by Lender pursuant to this paragraph.

7. Condemnation. Borrower shall give Lender prompt notice of any action, actual or threatened, in condemnation or eminent domain and hereby assign, transfer and set over to Lender the entire proceeds of any award or claim for damages for all or any part of the Mortgaged Property taken or damaged under the power of eminent domain or condemnation. Lender is hereby authorized to intervene in any such action in the names of Borrowers, to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittance for such proceeds. Any expenses incurred by Lender in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Lender first out of the proceeds. The remaining proceeds or any part thereof shall be applied to reduction of amounts due under the Note or to the restoration or repair of the Mortgaged Property, the choice of application to be solely at the discretion of the Lender.

8. Events of Default. Each of the following occurrences shall constitute an event of default (Event of Default):

- a. Borrowers shall default in the due observance or performance of or breach of its agreement contained in paragraph 1 hereof or shall default in the due observance or performance of or breach any other covenant, condition or agreement on its part to be observed or performed pursuant to the terms of this Mortgage.
- b. Borrowers shall make an assignment for the benefit of its creditors, or a petition shall be filed by or against Borrowers under the United States Bankruptcy Code or Borrowers shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of a material part of its properties or of the Mortgaged Property or shall not, within thirty (30) days after the appointment of a trustee, receiver or liquidator of any material part of its properties or of the Mortgaged Property, have such appointment vacated.
- c. A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on or be issued or levied against the Mortgaged Property or any part thereof which is not released, vacated or fully bonded within thirty (30) days after its entry, issue or levy.
- d. An event of default, however defined, shall occur under any other mortgage, assignment or other security document constituting a lien on the Mortgaged Property or any part thereof.
- e. If all or any part of the Mortgaged Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) to an owner who will not occupy the Mortgaged Property as his/her primary residence, Lender will require immediate payment of the amount due under the attached Schedule. Eligible transfers are further detailed in the Agreement for Covenants and Restrictions.

9. Acceleration; Foreclosure. Upon the occurrence of any Event of Default and at any time thereafter while such Event of Default exists, Lender may, at its option, exercise one or more of the following rights and remedies (and any other rights and remedies available to it):

- a. Lender may declare immediately due and payable all Notes secured by this Mortgage in accordance with the Schedule, and the same shall thereupon immediately be due and payable without further notice of demand.
- b. Borrower shall have and may exercise with respect to the Personal Property, all the rights and remedies accorded upon default of a secured part under the Iowa Uniform Commercial Code. If notice to Borrowers of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to Borrowers at least ten (10) days prior to the date of intended disposition.
- c. Lender may (and is hereby authorized and empowered to) foreclose this Mortgage in accordance with the law of the State of Iowa, and at any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall at the request of Lender

appoint a receiver to take immediate possession of the Mortgaged Property and of the Revenues and Income accruing therefrom, and to rent or cultivate the same as the trustee may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Borrowers only for the net profits, after application of rents, issues and profits upon the costs and expenses of the receivership and foreclosure and upon the Note.

10. Redemption. It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Lender, in such action files an election to waive any deficiency judgment against Borrowers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Borrower, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all three of the following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of foreclosure; and (3) Lender files an election to waive any deficiency judgment against Borrowers or their successors in interest in such action. If the redemption period is so reduced, Borrowers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption for creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Borrowers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any redemption provisions contained in Chapter 628 of the Iowa Code.

11. Additional Instruments. At any time and from time to time until payment in full of the Note, Borrowers, at Lender's request, will promptly execute and deliver to Lender such additional instruments as may be reasonably required to further evidence the lien of this Mortgage and to further protect the security interest of Lender in connection with the Mortgaged Property. Such instruments may include, but are not limited to, additional security agreements, financing statements, and continuation statements.

12. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of Schedule of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify Schedule of the sums secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any delay or forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to Personal Property and for this purpose the name and address of debtor is the name and address of Borrowers as set forth in paragraph 17 herein and the name and address of the secured party is the name and address of the Lender as set forth in paragraph 17 herein.

14. Care of Property. Borrowers shall take good care of the Mortgaged Property; shall keep the Buildings and the Personal Property now or later placed upon the Mortgaged Property in good and reasonable repair and shall not injure, destroy or remove either the Buildings or Personal Property during the term of this Mortgage. Borrowers shall not make any material alteration in the Mortgaged Property without the prior written consent of Lender.

15. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Mortgaged Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage;

Document prepared by: Thomas Warner, City of Davenport, 226 W. 4th Street, Davenport, IA 52801
Return to: City of Davenport, Candice Graf, 226 W. 4th Street, Davenport, IA 52801

AGREEMENT FOR COVENANTS AND RESTRICTIONS

THIS AGREEMENT FOR COVENANTS AND RESTRICTIONS, as part of the NSP (Neighborhood Stabilization) Program (hereinafter, the Program) and dated as of the date of the below-described Forgivable Mortgage, Contract and Promissory Note, is between the City of Davenport (the City), and Scott County, Iowa (hereinafter, the Recipient).

WITNESSETH:

WHEREAS, the Recipient has applied for and received approval for funding from the Program, and has entered into a Contract and Promissory Note identified above by and between the Recipient and the City (the Loan/Grant Contract);

WHEREAS, pursuant to the Contract, the City will make a grant/loan in the amount of \$13,400 (the Grant/Loan) to the Recipient for the purpose of financing a portion of the costs of the Project described in the Neighborhood Stabilization Agreement, with the Project to be located on the real estate described in the attached Legal Description;

SUB DIVISION: GREEN'S 2ND ADD
LOT & BLOCK: 002/004
SECTION/TOWNSHIP/RANGE:
LEGAL: PT LOTS 1 & 2 COM AT SE COR SD LOT 1-N 115'-W 78'-S 115'-N 77
1/4D E 78' ALG N/L OF ROCK RD TO BEG

Which has the address of 1502 Rockingham Rd. Parcel K0011-20

WHEREAS, the Project will be economically feasible for the Recipient because of the Grant/Loan funds received through the Program;

WHEREAS, in accordance with the Neighborhood Stabilization Program Promissory Note and Forgivable Mortgage and related requirements, the Recipient or his/her successors are required to maintain the property in good standing regarding use of the property for at least five years from the date of project demolition; and

WHEREAS, as a condition to receipt of Grant/Loan proceeds, and in order to help ensure compliance by the Recipient and any future owner of the Project with the requirements and covenants set forth in the Neighborhood Stabilization Program Promissory Note and Forgivable Mortgage throughout the required period of time as set forth attached Schedule, so as to maintain the housing benefits for which assistance has been provided through the Program and therefore protect the investment of the City and the Program in the Project, and in order to give the

Agreement for Covenants and Restrictions

Recipient the ability to fulfill its obligations under the Neighborhood Stabilization Program Rules to ensure such compliance, certain covenants and restrictions enforceable by the City must be placed on the real estate described in the attached Legal Description hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Recipient and its successors or assigns.

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recipient, for itself and for its successors, devisees, heirs or assigns, makes the following covenants as to the use of the Project:
 - (a) The Recipient and the Project shall comply with the Neighborhood Stabilization Promissory Note and the requirements in the Forgivable Mortgage.
 - (b) The Recipient and/or his/her successors shall maintain the property as green space or any other use that meets a national objective for the Neighborhood Stabilization Program for at least five years from the date of demolition.
 - (c) All of the proceeds of the Grant/Loan shall be spent on Qualified Costs of the Project in accordance with the guidelines of the Neighborhood Stabilization Program.
 - (d) During the five years of the agreement an eligible transfer must involve the transfer of fee simple title by warranty deed to the new buyer, with the Recipient and/or his/her successors notifying the City in writing prior to the transfer of the property. Such notice shall be provided at least 30 days prior to any scheduled transfer or closing and said notice shall be provided at the following address:

Community Planning and Economic Development
City of Davenport
226 W. 4th Street
Davenport, Iowa 52801

Upon receiving notice, the City will review the status of the project, make a determination, and inform the Recipient (or his/her successors) of their responsibilities under this Covenant and related security instruments.

2. All of the covenants herein shall run with the real estate described in the Legal Description hereto and the Project thereon, and be binding upon the Recipient and its successors, devisees, heirs or assigns, for the Term of Compliance. If the Recipient conveys any portion of the property during the Term of Compliance, the subsequent buyers are also bound by this agreement. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by both the City and the Recipient.

3. This Agreement may be amended only by an amendment in writing executed by the parties hereto.

4. If the Recipient defaults in the performance or observance of any covenant, agreement or obligation of the Recipient set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the City to the Recipient (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if the Recipient commences same within such 30-day period and thereafter diligently and continuously pursues the same to completion within such 60-day period), then the City may declare the Recipient is in default hereunder and may take any one or more of the following steps, at its option in addition to any other remedy available under the law:

- (a) by mandamus or other suit, action or proceeding at law or in equity, require the Recipient/Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by

Agreement for Covenants and Restrictions

any such default;

- (b) have access to and inspect, examine and make copies of all the books and records of the Recipient pertaining to the Project;
- (c) declare a default under the Neighborhood Stabilization Mortgage, and Promissory Note and demand immediate repayment from Recipient of Grant/Loan proceeds previously disbursed to Recipient in accordance with the Truth in Lending and Schedule (of forgiveness); and
- (d) take whatever other action at law or in equity may appear necessary or desirable to enforce the obligations, covenants and agreements of the Recipient hereunder and under the Neighborhood Stabilization Mortgage, and Promissory Note, including the recovery of Grant/Loan proceeds and/or foreclosure.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of the City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times.

8. The Recipient shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in such manner and in such places as the City may reasonably request, and shall pay all fees and charges incurred in connection therewith.

9. This Agreement shall be governed by the laws of the State of Iowa.

10. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such addresses as may be specified in writing to the parties hereto:

City: Community Planning & Economic Development Department
226 West 4th Street
Davenport, IA 52801
Attention: NSP Program

11. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

12. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

13. All of the rights and obligations set forth herein shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Covenants and Restrictions to be executed and sealed by their duly authorized officers, all as of the date first above written.

Agreement for Covenants and Restrictions

RECIPIENT ACKNOWLEDGEMENT

BY SIGNING BELOW, Recipient accepts and agrees to the covenants contained in this Security Instrument and in any rider(s) executed by Recipient and recorded. The undersigned Recipient(s) acknowledge(s) receipt of a copy of this instrument.

“I/we understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this contract, I/we voluntarily give up my/our right to this protection for this property with respect to claims based upon this contract.”

Scott County, Iowa Representative signature

Print Name

State of Iowa)
) S.S.
County of Scott)

On this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Scott County, Iowa, the public agency executing the within and foregoing instrument; and that said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said agency by it and by him voluntarily executed.

Notary Public in and for Scott County, Iowa

Agreement for Covenants and Restrictions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Covenants and Restrictions to be executed and sealed by their duly authorized officers, all as of the date first above written.

CITY OF DAVENPORT
By: _____
Bruce Berger, Senior Manager

CITY ACKNOWLEDGMENT

STATE OF IOWA)
)
COUNTY OF SCOTT)

On this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared Bruce Berger, to me personally known, who being by me duly sworn, did say that he is the Senior Manager of the City of Davenport, the public agency executing the within and foregoing instrument; and that said Senior Manager, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said agency by it and by him voluntarily executed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public - State of Iowa

CITY OF DAVENPORT
COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT
NEIGHBORHOOD STABILIZATION PROGRAM
PROMISSORY NOTE

1. **BORROWER'S PROMISE TO PAY**

I am not obligated to make payments to reduce the principal on this loan, so long as I comply with the terms of the covenants to the City of Davenport (hereinafter, the "Lender"). However, if:

a. I am declared in default and/or fail to comply with any clause in the attached covenant to the City prior to the end of the five year compliance period (beginning at date of demolition), hereinafter called the "Maturity Date", I promise to pay up to \$13,400 (this amount is called "principal"), to the order of the Lender. This amount may be reduced in accordance with the schedule below.

b. Schedule of repayment – From date of the disbursement of funds, if I comply for:

- 0 – 12 months, I will repay 100% of the amount disbursed;
- >1 year - <2 years, I will repay 80% of the amount disbursed;
- >2 years - <3 years, I will repay 60% of the amount disbursed;
- >3 years - <4 years, I will repay 40% of the amount disbursed;
- >4 years - <5 years, I will repay 20% of the amount disbursed;
- >5 years, I will not be obligated to repay any of the funds disbursed.

The Lender is The City of Davenport, Community Planning and Economic Development Department. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. **INTEREST**

The yearly interest rate is 0.00%.

3. **OBLIGATIONS**

(A) **OTHER OBLIGATIONS**

I agree to maintain the property as green space or any other use that meets a national objective for the Neighborhood Stabilization Program for at least 5 years from the date of project demolition.

4. **BORROWER'S FAILURE TO COMPLY**

(A) **Default**

If I do not fully abide by the conditions of all the Agreements (Mortgage, Covenant, and Contract) between myself and the City of Davenport, I will be in default.

(B) **Notice of Default**

Promissory Note

If I am in default, the Note Holder may notify me in writing of the default and demand repayment of the amount of principal due in accordance with the attached Schedule by a certain date. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(C) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the property address above or at a different address if I give the Note Holder a written notice of my different address. Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the addresses stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage (the "Security Instrument") dated the same as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this

Promissory Note

Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower to a Non-Owner-Occupant.

If all or any part of the property or any interest in it is sold, Lender will require immediate payment of part or all of the amount secured by this Security Instrument in accordance with the attached Schedule.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument in accordance with the attached Schedule. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

The undersigned Borrower(s) acknowledge(s) receipt of a copy of this instrument.

IN WITNESS WHEREOF, this Promissory Note has been duly signed and sealed by the Borrower(s).

Scott County, Iowa Representative signature

Print Name

STATE OF IOWA)
) SS.
COUNTY OF SCOTT)

On this _____ day of _____, 2012, before me, the undersigned Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of Scott County, Iowa, the public agency executing the within and foregoing instrument; and that said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said agency by it and by him voluntarily executed.

Notary Public - State of Iowa

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Dee F Bruemmer, County Administrator
From: Timothy Huey, Planning Director
Date: December 12, 2012
Re: Presentation of the Planning and Zoning Commissions recommendation on the application to rezone approximately 5 acres from Agricultural-Preservation District (A-P) to Agriculture Service Floating Zone (A-F) in the southwesterly corner (precisely the west 600 feet of the south 365 feet) of the SW¹/₄SW¹/₄ of Section 18 in Butler Township.

The Planning Commission, on a 6-1 vote (Rivers voting no), recommended approval of this rezoning application in accordance with staff's recommendation. The applicant Crop Production Services, was represented at the meeting by Terry Harris and Rodney Foster, and property owner Burnette Marten Life Estate was represented by her son, Dean Marten. There were about 60 others members of the public in attendance. The two closest residential neighbors, Nancy Phelps and Dan & K.J. Rebarcak both presented Power Point presentations giving their objections and concerns with this application. Robb Ewoldt and Michael Holst from the Scott County Farm Bureau both spoke in support of this application. About six or seven other individuals spoke, both in favor and in opposition to this request.

Staff recommended approval of the rezoning request due to its compliance with the Scott County Land Use Policies and the Scott County Zoning Ordinance, with four conditions:

- 1) A permanent, secure, and lockable front gate must be constructed across the completed driveway entrance of the site.
- 2) The applicant shall install and maintain adequate security lighting for the site. Specifically, all buildings and storage areas shall be lit during nighttime hours, and all nighttime lighting shall be "full cut-off" in nature as well as designed to minimize light spillover across the property line. A lighting plan must be submitted prior to issuance of a building permit.
- 3) A landscaping plan shall be submitted prior to the issuance of a building permit. The plan must show how general site operations as well as any light spillover will be buffered from nearby properties. Special attention shall be paid to shielding the southern and western boundaries of the site, where the nearest residential properties are located. The landscaping plan shall include at least some evergreens or other non-deciduous plants which will provide buffering during all seasons. The plan may include any combination of plantings that achieve a reasonable buffering of the site during its operation.
- 4) Copies of any state and federal permits required to be held by Crop Production Services for this site shall be submitted to the Scott County Planning and Development Office prior to the issuance of a building permit.

Memo on A-P to A-F rezoning application
December 11, 2012

Commission member Kent Paustian explained the history of the A-F Zone, saying historically there has been a recognized need for retail sales in the County. He noted that Paul Meyer Chemical near Maysville was the first property to be rezoned A-F. He also noted that it has many similarities to this proposal. It is relatively close to residences and environmental features, such as Cameron Woods. Mr. Paustian said that the A-F zone was established through public meetings and received public input, and took a considerable amount of time, effort, and thought by the County. He acknowledged the safety concerns as valid, but took issue with some of the comments made during the public hearing. He stated that he would, personally, not be opposed to living next to an anhydrous tank.



PLANNING & ZONING COMMISSION
STAFF REPORT
November 20, 2012



- Applicant:** Crop Production Services (applicant); Burnette B. and Dean L. Marten Life Estate (property owners)
- Request:** Rezone approximately 5 acres from Agricultural-Preservation District (A-P) to Agriculture Service Floating Zone (A-F)
- Legal Description:** 5 Acres in the southwesterly corner (precisely the west 600 feet of the south 365 feet) of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18 in Butler Township (T80N, R4E)
- General Location:** On the north side of 290th Street/St. Anns Road, in the 18000 block, approximately 1 mile east of Highway 61.
- Zoning:** Agricultural-Preservation (A-P)
- Surrounding Zoning:**
- North:** Agricultural-Preservation (A-P)
 - South:** Agricultural-Preservation (A-P)
 - East:** Agricultural-General (A-G)
 - West:** Agricultural-Preservation (A-P)

GENERAL COMMENTS: This request is to rezone approximately five acres of agriculturally-zoned land from Agricultural-Preservation District (A-P) to Agriculture Service Floating Zone (A-F) in order to allow for the placement of an anhydrous ammonia fertilizer distribution business. This business would be operated by Crop Production Services, and used for the holding, sale, and distribution of anhydrous ammonia. In other words, it is a retail fertilizer distribution business, and is not involved in manufacturing. This would be a seasonal business, operating for roughly two months in both spring and fall, or approximately 120 days in a calendar year. Crop Production Services plans to lease the land.

The rezoning application and site plan indicate that the five acre site will contain one, 30,000 gallon storage tank (70 feet by 12 feet), one fill station (50 feet by 5 feet), one above-ground scale (50 feet by 12 feet), and one attendant station/utility shed (24 feet by 24 feet). There will also be a storage area for nurse tanks, which are small, mobile anhydrous tanks which are delivered to individual buyers. Crop Production Services has noted that these nurse tanks will only be stored on-site during the two months of operation in both the spring and fall of a given calendar year.



PLANNING & ZONING COMMISSION
STAFF REPORT
November 20, 2012



STAFF REVIEW: Staff has reviewed this request for compliance with the criteria set forth in both the Scott County Zoning Ordinance and the Scott County Land Use Policies (enumerated in the 2008 Scott County Comprehensive Plan) for rezoning applications. Section 6-10 of the Zoning Ordinance states the intent of the Agriculture Service Floating Zone (A-F) is to, “serve the agricultural community by allowing agriculture commercial development, which is not compatible within built-up urban areas, to locate in certain unincorporated areas.” The A-F Zone allows such Agriculture Service Outlets in several existing zoning districts, one of which is A-P. The Zoning Ordinance lists both retail fertilizer outlets (allowing for the mixing, blending, and storage of product) as well as the storage and distribution of anhydrous ammonia, specifically, as Principal Permitted Uses within an A-F Zone.

Section 6-10-E of the Zoning Ordinance lists eight criteria that must be met in order for a property to be rezoned A-F.

- 1) The facility’s main entrance must be on or within 660 feet of a paved road.
This criterion is easily met, as the site is directly on the north side of 290th Street, which is a paved two-lane county maintained road.
- 2) The facility’s entrance must have at least 1,000 feet line of sight in both directions on the public road.
This criterion is met, as there is greater than 1,000 feet line of sight looking down 290th Street, both to the east and west.
- 3) The distance between the facility and the nearest property line shall be at least 50 feet. Also, the distance between the site and the closest neighbor’s home and accessory buildings shall be at least 400 feet. Furthermore, the distance between the facility and a current or future residential zoning district shall be at least 400 feet.
Facility is defined as, “including the building, improvements, maneuvering and parking area, and storage area which are graveled or paved.” The facility easily meets the 50 foot distance to surrounding property lines to the north and east. Any facilities are indicated on the site plan as existing at least 50 feet from the property line.

The closest neighbor’s home and accessory buildings are across the road to the south at 18021 290th Street. The nearest accessory building is over 500 feet from the facility, while the home itself is in excess of 700 feet from the facility.

The nearest residential zoning district is approximately 2,000 feet to the east, including the subdivision known as Oak Tree Gardens. The nearest planned future residential district is even further away.



PLANNING & ZONING COMMISSION
STAFF REPORT
November 20, 2012



- 4) The facility must not be in a floodplain. It must also not be within 200 feet of any river, stream, creek, pond, or lake or within 400 feet of any environmentally sensitive areas.
This criterion is met. The area is not in a floodplain. McDonald Creek runs south and east of the property, but at the closest point it is over 500 feet from the facility. The closest environmental area is Scott County Park, and it is well over one-half mile from the facility.
- 5) Minimum lot size shall be 5 acres
The rezoning application is for 5 acres, so this criterion is met.
- 6) The facility shall be surrounded by an adequate security system to deny public access to potentially hazardous areas.
Site security is addressed in the Recommendation section of this report. Staff suggests that a secure, lockable front gate as well as security lighting be required as part of conditions for approval.
- 7) Advertising signs shall not be larger than 100 square feet
There is no current proposal for signage, and any sign that is placed on the property will meet this requirement.
- 8) Underground storage shall not be allowed on site
This criterion is met. All storage will be above ground.

In addition to compliance with the Zoning Ordinance, changes in land use and zoning should comply with a preponderance of the applicable land use policies. Generally, the Scott County Land Use Policies encourage development to locate within cities, however, the guidelines for reviewing development proposals in rural areas are as follows:

Is the development occurring on marginal or poor agricultural land?

The soil comprising these five acres is Dickinson fine sandy loam, with slopes ranging from two to nine percent. These soils have a moderate rate of permeability, and therefore storm water runoff is relatively slow. They are typically cultivated for hay or pasture, and considered moderately suitable for row crops such as corn and soybeans. These 5 acres were previously used as a barrow pit, and now serve as a repository for dirt and concrete; they are not currently being cultivated. The average CSR is 47.5, which means this land is well below Scott County's threshold for prime agricultural land. While this land still holds some value as agricultural land, it is important to note that it is the intention of the A-F Zone is to allow for small-scale retail service outlets to be sited in rural areas, and on agricultural land. Therefore, even if this were prime farmland, that fact, in and of itself, would not be grounds for denying an A-F rezoning.

Is there access to adequately constructed paved roads?

This site is located directly on the north side of 290th Street; a two-lane county maintained road.



PLANNING & ZONING COMMISSION
STAFF REPORT
November 20, 2012



Are adequate public or private services present, such as: water, sanitary sewer systems, schools, and parks, employment centers, and commercial areas to serve the development and prevent sprawl?

A rezoning proposal to A-F renders the majority of this guideline irrelevant. This guideline was intended primarily to ensure that residential development in the county does not occur without proper facilities present or planned. A five acre seasonal business does not put significant, if any, additional service demands on the county. No sanitary sewer or water services exist to serve this site. The Scott County Health Department has reviewed this proposal and stated that any well and septic system construction will be required to meet county guidelines for such facilities.

Is the development located where it is least disruptive of existing agricultural activities?

This development will create a positive impact upon existing agricultural activities and farmers, by reducing the cost associated with anhydrous ammonia transportation in the region. These five acres are out of agricultural production, and the placement of a seasonal agricultural business will not disrupt current farming activities.

Is the development located in areas of stable environmental resources?

The site does not have severe slopes, and, as previously noted, is sufficiently separated from nearby environmental areas (McDonald Creek and Scott County Park).

Is the development sufficiently buffered from other less intensive land uses?

Buffering is addressed in the Recommendation section of this report. Staff suggests that a landscaping plan be required prior to the issuance of a building permit.

Can it be shown there is a recognized need for such development?

It is the Scott County Planning and Development Department's finding that there is not an overabundance of commercial retail distribution facilities of this nature in Scott County. Crop Production Services has no other sites within the County. Furthermore, it is reasonable to believe that a private, for-profit company such as Crop Production Services is investing its time and money in a site that it perceives will serve both its interests and fulfill a need for Scott County's farm economy.

Can the development be laid out in an efficient and compact manner?

Any rezoning to an A-F Zone designation requires a minimum of five acres to be rezoned. In this case, no more than that five acre minimum requirement will be rezoned. Furthermore, the site plan indicates that much of the five acres will not be utilized during normal operation, and this leaves roughly half of the site undisturbed and planned to remain in crop production.

Will the development be supportive of energy conservation?

This guideline is not applicable to a seasonal business with little to no energy demands.



PLANNING & ZONING COMMISSION
STAFF REPORT
November 20, 2012



PUBLIC COMMENTS: Staff has mailed notification of this hearing to the adjacent property owners within five-hundred feet of the property. A sign was also posted at the property stating the date and time the request would be heard by the Planning and Zoning Commission. Staff has received several letters and phone calls with objections, concerns, questions, and comments regarding this request. Letters have been provided to the members of the Planning and Zoning Commission.

RECOMMENDATION: Staff recommends approval of the rezoning of this property from Agricultural-Preservation (A-P) to Agriculture Service Floating (A-F) based upon its compliance with the Scott County Zoning Ordinance as well as its compliance with a preponderance of the criteria of the Land Use Policies, but subject to the following conditions:

- 1) A permanent, secure, and lockable front gate must be constructed across the completed driveway entrance of the site.
- 2) The applicant shall install and maintain adequate security lighting for the site. Specifically, all buildings and storage areas shall be lit during nighttime hours, and all nighttime lighting shall be “full cut-off” in nature as well as designed to minimize light spillover across the property line. A lighting plan must be submitted prior to issuance of a building permit.
- 3) A landscaping plan shall be submitted prior to the issuance of a building permit. The plan must show how general site operations as well as any spillover light will be buffered from nearby properties. Special attention shall be paid to shielding the southern and western boundaries of the site, where the nearest residential properties are located. The landscaping plan shall include at least some evergreens or other non-deciduous plants which will provide buffering during all seasons. The plan may include any combination of plantings that achieve a reasonable buffering of the site’s general operations.

Submitted by Planning Staff:

Timothy Huey, Director
Brian McDonough, Planning Specialist
November 14, 2012

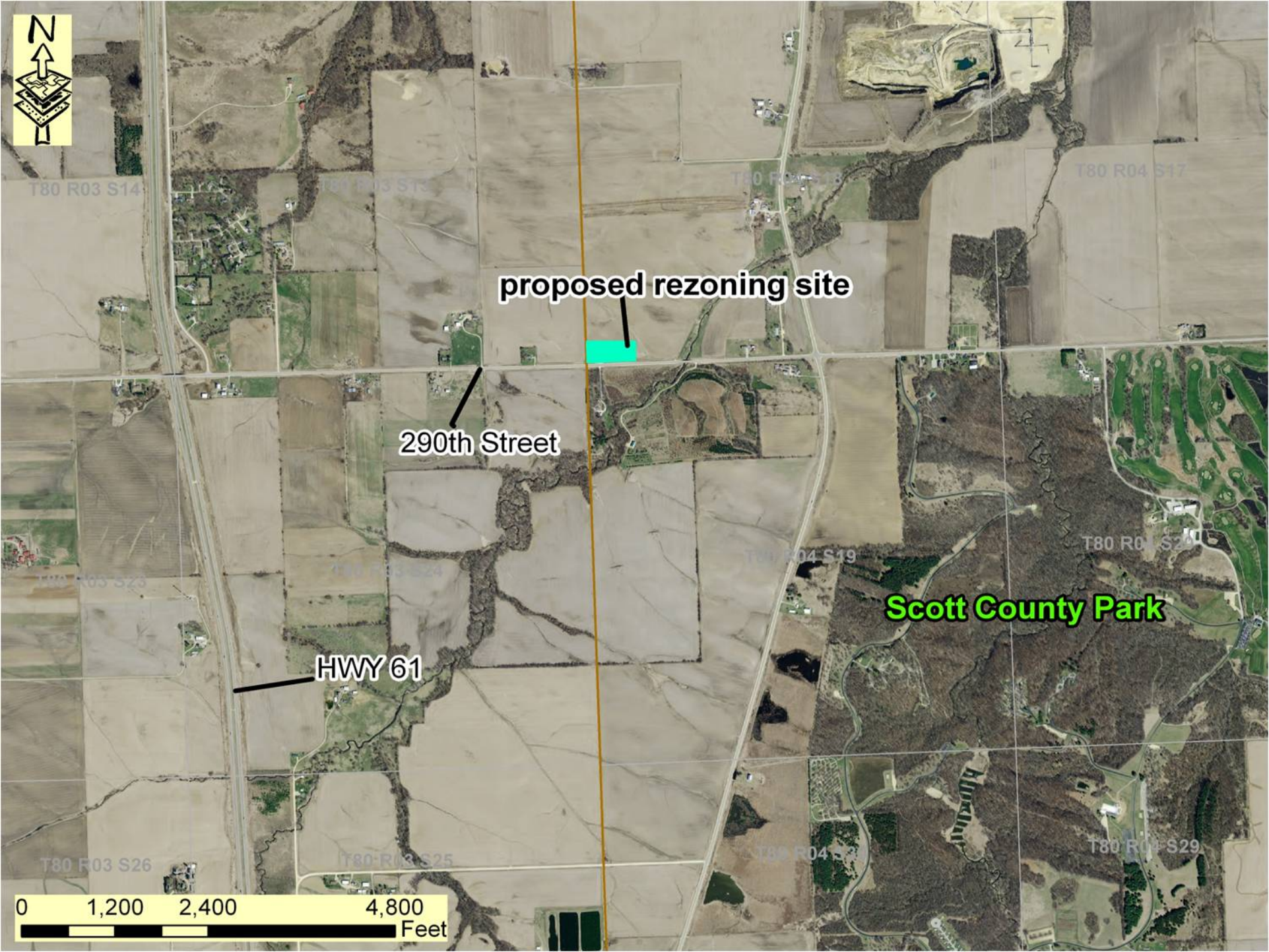
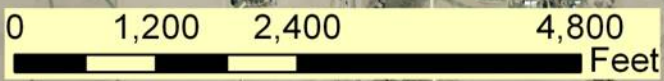


proposed rezoning site

290th Street

HWY 61

Scott County Park



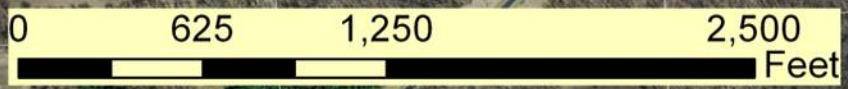


McDonald Creek



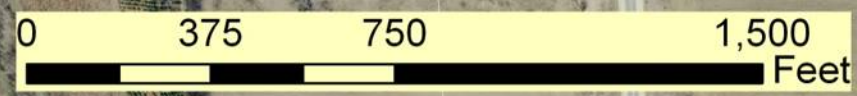
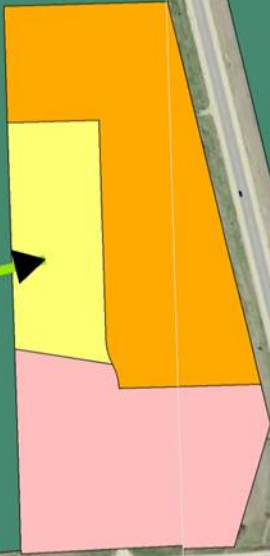
Scott County Park

Map Key
 200 foot buffer





Approximately 2,000 feet to nearest residential zoning district





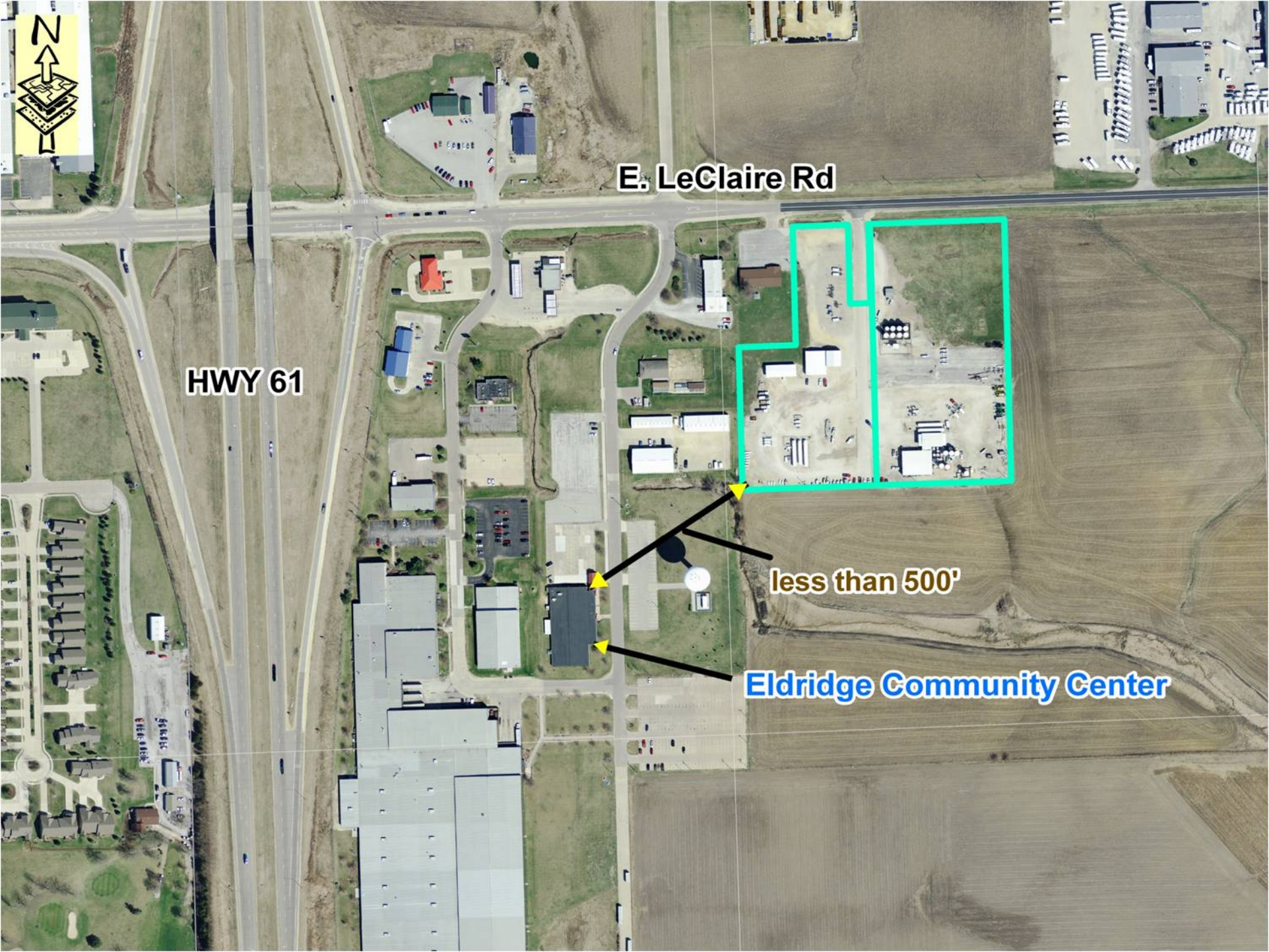
E. LeClaire Rd

HWY 61



less than 500'

Eldridge Community Center



*Crop
Production
Services*



302 E Jones St

Wyoming, IA 52362

Terry Harris, Facility Manager

Phone: 563-488-2215

**Proposed
Scott County
Anhydrous
Storage Facility**

REZONING PETITION

Date 10-25-2012

**Scott County Planning and Zoning Commission
Scott County Courthouse
Davenport, Iowa 52801**

Dear Commission Members:

Crop Production Services, owners/purchasers/developers of
the below described real estate, petition the Planning and Zoning Commission to consider rezoning this property
from A-P to A-F

For the request to the Commission, please find attached 13 copies of the plat/site plan and filing fee of _____.
(A like amount shall be payable if the petition goes before the Board of Supervisors.)

Number of Acres Being Rezoned 5

LEGAL DESCRIPTION (attach separate sheet if necessary)

The legal description would be the SW corner
of section 18 in Butler township of Scott
County, IA.

STATEMENT OF INTENDED USE The intended new use of the property would include the following:

The intended use of the property would be used
as an anhydrous storage facility for Crop
Production Services.

HOW WILL SUCH USE COMPLY WITH THE SCOTT COUNTY PLAN AND LAND USE POLICIES?

See attachment

Respectfully submitted,

Dean Marten POA.
Signature

Burnette Marten et ux LE
Name of Applicant

18388 290 st
Mailing Address

Long Grove Ia 52756
City/State

563-320-4893
Telephone

Crop Production Services
Signature

Terry Harn's
Others If Applicable (Print)

302 E Jones St. PO Box 170
Mailing Address

Wyoming, IA
City/State

563-488-2215
Telephone

Received by Brian McDonough
Zoning Staff

Planning & Development
Specialist

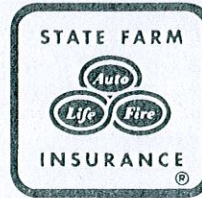
Received 10/25/12

Crop Production Services



The proposed Scott County anhydrous storage facility will be located in the SW corner of Sec. 18 in Butler township of Scott County. The site will be located 670 feet east of a residence and also 588 feet north of another residence. Please see attached maps.

Call me
 Sherlock O'Neill, Agent
 1133 - 11th Street • DeWitt, IA 52742
 Off: (563) 659-3116 or 800-659-5197

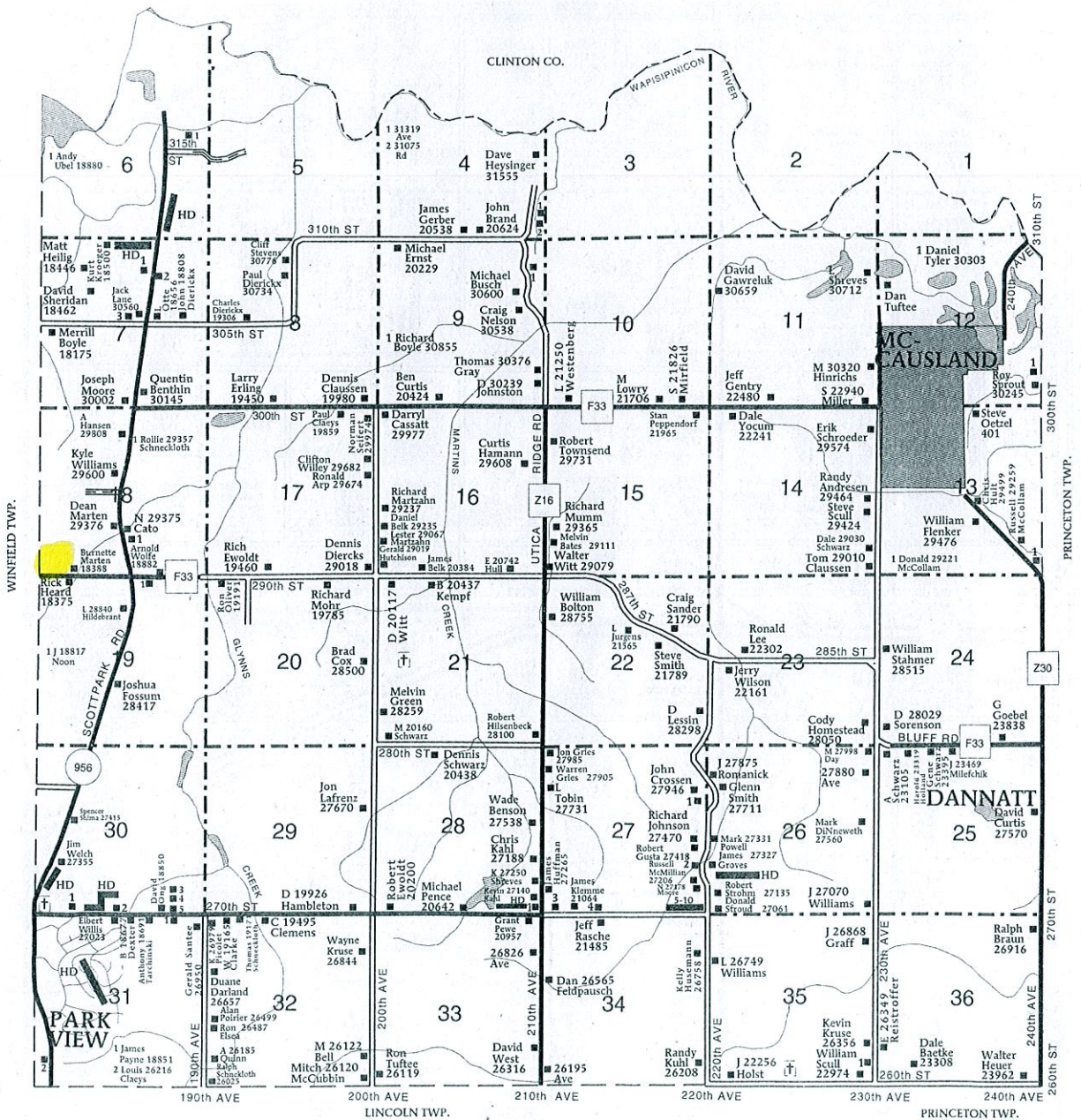


Like a good neighbor,
 State Farm is there.®
 State Farm Fire and
 Casualty Company
 Home Office:
 Bloomington, Illinois

T-80-N

BUTLER DIRECTORY
 (Residents - Owners or Renters)

R-4-E



BUTLER TOWNSHIP

SECTION 7

- 1 Dunahoo, G 18578
- 2 Burmeister, Dale 30689
- 3 Frahm, Dale 18594

SECTION 27

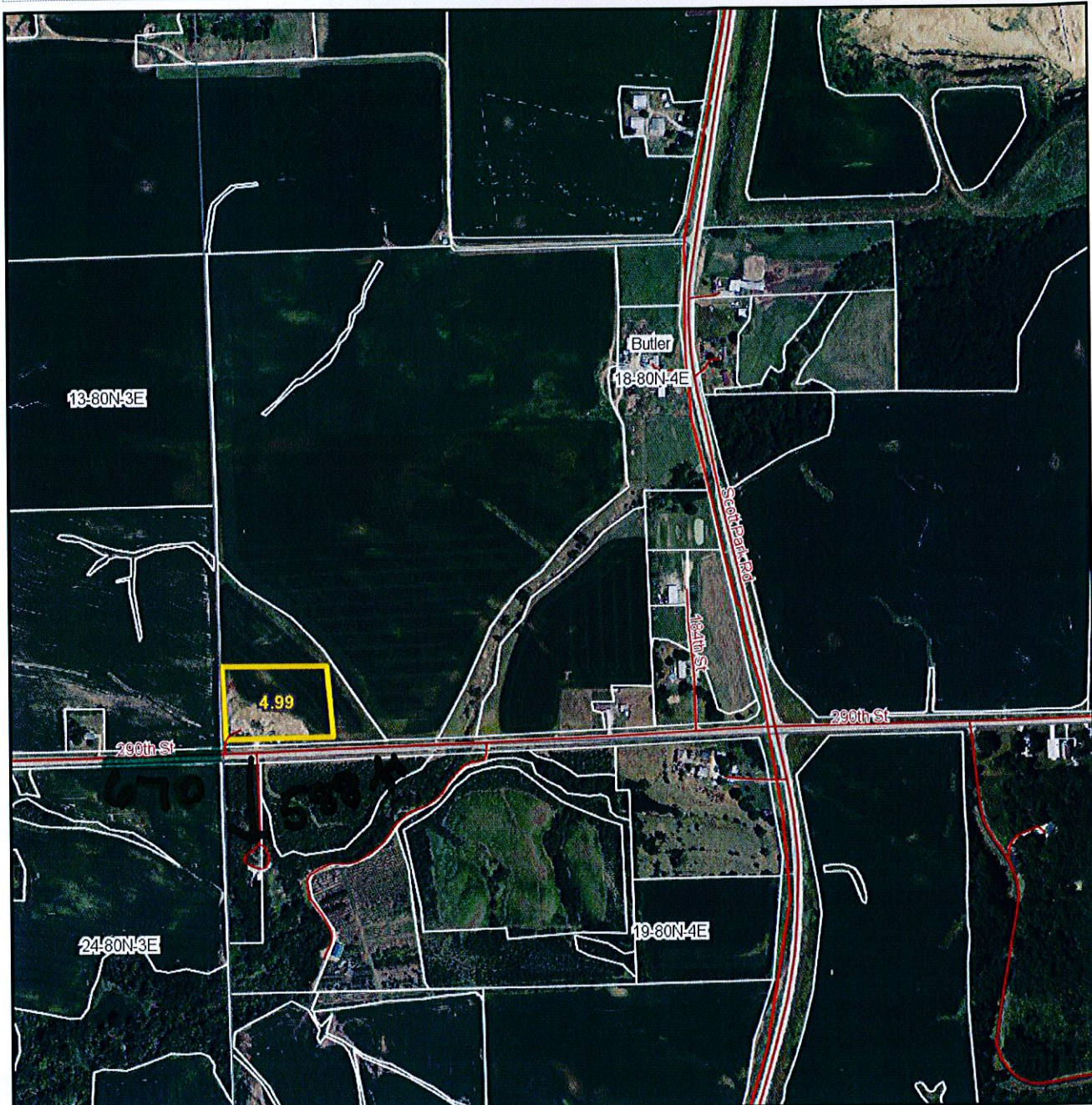
- 1 Hughes, Jeffrey 27240

- 2 Quinby, Gary 27730
- 3 Youngers, Larry 21032
- 4 Santee, Lloyd 21070
- 5 Schmidt, Keith 21800
- 6 Moenck, James 21804
- 7 Schaefer, Dave 21840
- 8 Skaala, John 21876

- 9 Bostrom, Robert 21918
 - 10 Meister, John 21950
- SECTION 28**
- 1 Bird, Randall 21010
- SECTION 30**
- 1 Larssen, S 18250
 - 2 Scheibe, Nathan 18660

- 3 Bacle, Felix 27141
 - 4 Kapolka, David 27046
 - 5 Dannatt, C 27024
- SECTION 35**
- 1 Hogenson, Jeff 26230

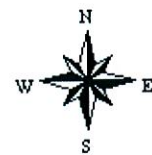
Aerial Map



West of Property Line 670 ft
 South of property line 588 ft

map center: 41° 43' 49.32, 90° 32' 32.44
 scale: 10144

18-80N-4E
Scott County
Iowa



8/17/2012

Maps provided by:



©AgriData, Inc. 2012
 www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008. Aerial photography provided by Aerial Photography Field Office.



NE SE
041839001

SE SE
041855001

NE NE
SCOTT COUNTY PARK

SE NE
043055001

041837101

041837105
NW SE

041837003

SW SE
041853002

041905001-S

041905002

041921001
SW NE

SCOTT PARK RD

184TH AVE

041835003

NE SW
041835002

SE SW
041851002

041903001

041905003
NW NE

Y68

041903002
NE NW

041919001
SE NW

041833001
NW SW

SW SW
041849001

F33

041901002
NW NW

041901003

SW NW
041917002

NE SE
031339001

SE SE
031355004

290TH ST
670'

NE NE
032407001

SE NE
032423001

NW SE
031337001

SW SE
031353003

032405002

NW NE
032405001

SW NE
032421001

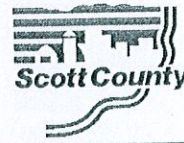


589

Crop Production Services



The plan for the Scott County anhydrous storage facility meets the criteria in the Scott County Comprehensive Plan as listed on page 2 under land use policies. The plan meets the criteria as listed in E of the “A-F” Agriculture Service Floating Zone. Please see the attached paperwork for referral.



2008 Scott County Comprehensive Plan

SCOTT COUNTY LAND USE POLICIES

Adopted January 24, 2008

Introduction

The Scott County Board of Supervisors originally adopted Land Use Policies on July 24, 1980 in conjunction with the preparation and adoption of the Development Plan for Scott County, Iowa. In 2006 the Board of Supervisors and the Scott County Planning and Zoning Commission initiated the drafting of a new Comprehensive Plan for Scott County. The land use policies that were adopted on January 24, 2008 in conjunction with the new plan establish the same goals as were included in the 1980 Development Plan and similar land use objectives and specific policies to preserve Scott County's prime farmland, protect farming operations and control future growth and development of land in unincorporated Scott County.

During the preparation of the 2008 Comprehensive Plan it was found that within Scott County, there is overwhelming support for farmland preservation in concert with an emphasis for land development to be located within municipalities. A Vision Statement was formulated to capture the future view Scott County residents expressed through the public input process and in working with the Technical and Advisory Committees as well as the Planning Commission. A vision is a clear statement of what a county wants to become.

Vision for Scott County

"Scott County will be distinguished as a governmental leader by protecting its farming heritage and preserving its agricultural land within the unincorporated areas, by protecting its critical resource areas and promoting economic vitality within the County, and by fostering intergovernmental cooperation and applying well-defined land use policies."

Scott County Goals

The Land Use Policies establish four "Goals". These are broad statements of purpose that express the desired end result of the adoption, implementation and enforcement of land use ordinances within unincorporated Scott County. Those goals are:

- **Protect and conserve the natural, human, and economic resources** which are the basis of the agricultural economy and rural lifestyle of the Scott County.
- **Ensure orderly and efficient growth** of residential, commercial, industrial, public, and semi-public land uses while maintaining the general welfare of County residents.
- **Ensure a decent home and suitable living environment** for all families, present and future, living in Scott County.
- **Encourage cooperation and communication** among the County, other units of local government, and the general public to improve human development, economic development, and ecological preservation.

Criteria for Review of Land Use Changes and Development Proposals

The 2008 Comprehensive Plan also established Land Use Objectives that provide the framework to reach the county goals. For Scott County, the land use objectives work to preserve prime farmland and protect farming operations and ensure orderly and efficient growth while balancing the welfare of its residents. The objectives also include the same land use policies that were part of the 1980 Development Plan. These objective and policies are intended to be the guidelines

used by the Board of Supervisors, the Planning and Zoning Commission and the Board of Adjustment when reviewing proposed land use changes and future development proposals or requests. Those proposals should comply with a preponderance of the applicable objectives and policies enumerated in the 2008 Comprehensive Plan. Those objectives and policies are:

Land Use Objectives

Objective 1. Encourage the majority of future growth to occur within the boundaries of existing cities where adequate public services can be provided.

Objective 2. Encourage growth beyond municipal boundaries to locate on marginal agricultural and stable environmental land in locations identified by the Future Land Use Map.

Objective 3. Discourage development from locating on productive agricultural soils and other agricultural area when in conflict with efficient farming practices.

Objective 4. Encourage the County and local governments to develop mutual agreements on preferred patterns of development, thereby enabling jurisdictions to operate with complementary growth policies.

Objective 5. Maintain a Future Land Use Map to graphically illustrate where the general areas for residential, commercial and industrial development within the unincorporated areas of Scott County may be appropriate and where areas are expected to be preserved for farmland, conservation or natural areas or recreation.

Land Use Policies

These objectives will be supported by specific land use policies. These policies will be used to evaluate land development decisions in Scott County and weigh whether changes are consistent with the vision, goals and objectives.

- Scott County recognizes and accepts that normal agricultural and environmental nuisances occur with rural living.
- While Scott County encourages development to locate within cities, the following are guidelines for reviewing proposed new development in the rural unincorporated area of the county:
 - on marginal or poor agricultural land
 - with access to adequately constructed paved roads
 - where public and/or private facilities and services are present or planned, including water, sanitary sewer systems, schools and parks; and in areas near existing employment centers and commercial areas, to discourage sprawling and unplanned scattered development
 - where it is least disruptive of existing agricultural activities
 - in areas of stable environmental resources
 - where it is sufficiently buffered from other less intensive land uses
 - where it can be shown that there is a recognized need for such development
 - where it can be developed in an efficient and compact manner
 - where the development will be supportive of energy conservation

The County will take these objectives and land use policies and apply them as part of the land development review process.

Other Objectives in Scott County

Although the primary emphasis of this Comprehensive Plan is to guide how land will be utilized in Scott County, there are components of a comprehensive plan that address other aspects of county facilities and services in addition to land use. The following goals and objectives provide a framework for decision-making by Scott County officials for these other aspects of county governance.

Environmental Objectives

These objectives work to protect and conserve the natural, human and economic resources that are the basis for the County's physical setting.

Objective 1. Discourage new development on soil types with severe constraints or over vulnerable geologic areas to protect water supplies and to ensure proper wastewater treatment. The development must also comply with sedimentation and soil erosion control regulations.

Objective 2. Encourage that all new developments be designed to create a minimum disturbance to natural drainage patterns, natural landscape, wildlife and habitat, vegetation, and the ability of the land to absorb rainfall and prevent erosion.

Objective 3. Ensure that all new developments address storm water retention capacity displaced by that development. Whenever possible, retention areas should be set aside for recreational use.

Objective 4. Develop risk assessment for vulnerable public facilities related to natural and man-made hazards and plan for reducing these potential unintentional and intentional risks.

Parks, Open Space and Conservation Area Objectives

Combining the second and third county goals, these objectives work to ensure that existing and future parks, open space and conservation areas and programming for these areas are meeting the needs of the residents and offer opportunities for visitors to the county.

Objective 1. Utilize the Conservation Board strategic plan to guide maintenance and development initiatives for County parks and conservation areas.

Objective 2. Encourage new trends in recreational and physical activity within the Scott County.

Objective 3. Encourage open space for active or passive recreation within residential subdivisions.

Objective 4. Work cooperatively with other jurisdictions on issues related to a countywide trail plan.

Transportation Objectives

To facilitate orderly and efficient growth, an effective and safe transportation network is needed. It should encourage a variety of modes of transportation to make possible the movement of

goods and people.

Objective 1. Provide a clear traffic hierarchy of arterial, collector and minor streets to connect existing areas to new developments.

Objective 2. Maintain the existing roadways to ensure good condition and safety. Improve street system by upgrading existing roads in accordance with County Engineer Criteria.

Other Facilities/Services Objectives

The following objectives serve goals three and four by addressing a suitable living environment and encouraging cooperation and communication with other jurisdictions that may provide infrastructure or services to new developments in unincorporated Scott County.

Objective 1. Ensure proper maintenance of existing county facilities.

Objective 2. Assure that the existing facilities and services are not burdened by new development.

Objective 3. Promote compliance of rural addressing standards for all rural residences to ensure that emergency service providers are able to locate homes in an efficient manner.

Objective 4. Collaborate with emergency service providers to establish standards regarding water supply and availability with which future developments must comply.

Administration Objectives

Operating county facilities and services in an accountable manner and encouraging positive public relations with residents and other organizations work to support all four county goals.

Objective 1. Maintain and review administrative, management and personnel capacity for effective support and implementation of county activities.

Objective 2. Prepare and maintain an annual budget that implements county operations in a cost effective manner.

Objective 3. Encourage public involvement in county activities and seek ways to involve residents in policy-making and decisions on land use, county facilities and services.

Objective 4. Pursue a variety of revenue sources and/or cooperative arrangements with other agencies/governments to offset expenditures including but not limited to grants, user and impact fees, tax increment financing, development rights transfers, joint purchasing, mutual aid or equipment use, etc. and examine ways to reduce costs and increase fund balances for county facilities and services.

Objective 5. Maintain communication with local, state and federal governments in Scott County through conversations, meetings, associations, memberships or other forums that promote cooperation and effective county operations.

Economic Development Objective

Objectives for economic development reinforce all four county goals to ensure orderly and efficient growth, protecting resources and assets, ensuring suitable living and encouraged cooperation and communication among development leaders.

Objective 1. Promote a diverse regional economy and quality of life opportunities.

Objective 2. Enhance public-private partnerships to address economic development in the region.

Objective 3. Ensure appropriate infrastructure to support business retention and expansion.

Objective 4. Support programs that invest in the human capital through education, mental health and training opportunities.

SEC. 6-10.

"A-F" AGRICULTURE SERVICE FLOATING ZONE

- A. General Intent: The "A-F" Agriculture Service Floating Zone is intended and designed to serve the agriculture community by allowing agriculture commercial development, which is not compatible within built-up urban areas, to locate in certain unincorporated areas. The zone allows Agriculture Service Outlets within the existing zones "A-P", "A-G", "C-M", and "M". The site plan approval will occur at the same time as the rezoning. Any land rezoned to "A-F" shall be located on or adjacent to a paved road and away from residential development and environmentally sensitive areas.
- B. Principal Permitted Uses: Property and buildings in the "A-F" Agriculture Service Floating Zone shall be used for the following purposes.
- (1) Agriculture feed mixing and blending, seed sales, and grain handling operations.
 - (2) Retail outlet for fertilizer and pesticides including mixing, blending and storage.
 - (3) Storage and distribution of anhydrous ammonia.
 - (4) Large animal veterinary businesses.
 - (5) Livestock transfer station.
 - (6) Livestock sale and auction barn.
- C. Accessory Permitted Uses:
- (1) Accessory buildings and uses customarily incident to any of the uses in paragraph "B" above. Pole barns, garages, agriculture service vehicles and trailers are allowed. Accessory uses not allowed include, but are not limited to, the following uses: tire lots on non-farm parcels; the accumulation of domestic junk such as vehicular parts, trailers, building material, broken appliances, and other sorts of non-farm debris covering more than 200 square feet of area six (6) feet high outside of buildings.
 - (2) Storage and sale of liquid petroleum products and LP gas for agriculture equipment and vehicles.
 - (3) Home for owner/manager occupied businesses.
- D. Special Permitted Uses: None.

"A-F" AGRICULTURE SERVICE FLOATING ZONE

E. Criteria for Land to be Rezoned "A-F":

- (1) The facility shall be defined as including the buildings, improvements, maneuvering and parking area, and storage area which are graveled or paved. The facility must be located on a tract of ground where the main entrance to the facility is on or within 660 feet of a paved public road.
- (2) The entrance to the facility must have at least 1,000 feet line of site in both directions on the public road. The County Engineer will approve the location of the main entrance in accordance with the Iowa Department of Transportation standards and specifics and Appendix I of the Scott County Subdivision Ordinance.
- (3) The separation spacing between the facility and any property line shall be at least 50 feet. The separation spacing to the closest neighbor's home and accessory buildings shall be at least 400 feet at time of application. The separation spacing to a current or future residential zoning district shall be at least 400 feet. Separation may be greater, if required by State or federal regulations, or to meet a unique local land use requiring special protection.
- (4) The facility must not be located in a floodplain, within 200 feet of any river, stream, creek, pond, or lake or 400 feet of another environmentally sensitive area, park, or preserve.
- (5) Minimum lot size shall be five (5) acres.
- (6) Facility shall be surrounded by an adequate security system to deny public access to potentially hazardous areas.
- (7) Advertising signs shall not be larger than 100 square feet.
- (8) Underground storage shall not be allowed on site.

F. Procedure for Rezoning Parcel of Land to "A-F":

In order for the "A-F" District to be placed on a zoning map, a three step procedure must be followed:

- (1) Developer/landowner must apply to the Planning and Zoning Commission for approval of specific development plan involving one of the principal permitted uses listed in paragraph "B" above. The Planning and Zoning Commission will hold a rezoning public hearing before making a recommendation to the Board of Supervisors.

"A-F" AGRICULTURE SERVICE FLOATING ZONE

- (2) Developer must apply for all State and federal required permits for the proposed development and provide copies of the application to the staff for review.
- (3) The Board of Supervisors will receive the Commission's recommendation plus information received during the Commission public hearing process and will hold a rezoning public hearing in accordance with Section 6-31.B.(3) ZONING AMENDMENTS AND REZONINGS. Based on the Commission recommendation, County staff comments, a review of the required State permit applications, and comments from the applicant and the public, the Board may approve or deny the application. If approved, the site plan approval conditions will be included with the ordinance changing the zoning. Final County approval is contingent on State permit approval.

If the applicant's application is adopted by the Board, the department staff shall update the zoning map to show the specific location of the "A-F" district (including the separation spacing). Once the amendment is published, the new "A-F" district supersedes the prior zoning classification.

G. Procedure for Reuse of Land Zoned "A-F":

- (1) If the business is sold or transferred to another business that will carry on the same business, no "A-F" zoning rehearing is required.
- (2) If the proposed new business increases the size of the facility or "A-F" zone, or increases the level of business activity substantially or changes the use to another "A-F" principal permitted use, or increases the services and products being offered that will affect the size of the facility or potential nuisance or hazard on adjacent property owners, the current and future owners must apply to amend the "A-F" approval in its entirety. The applicants must follow the three steps listed in Paragraph F above.
- (3) If the proposed new business does not comply with the "A-F" zoning district classification, the Director will inform the current and future owners in writing that the "A-F" zone will be avoided. If the proposed use complies with the former zoning district, no additional applications are required. If it requires a rezoning to a new district, the owners must apply for rezoning. The owners have 15 days to appeal the Director's decision to the Board of Adjustment. There will be no forms or fees for returning the zoning back to its former classification.

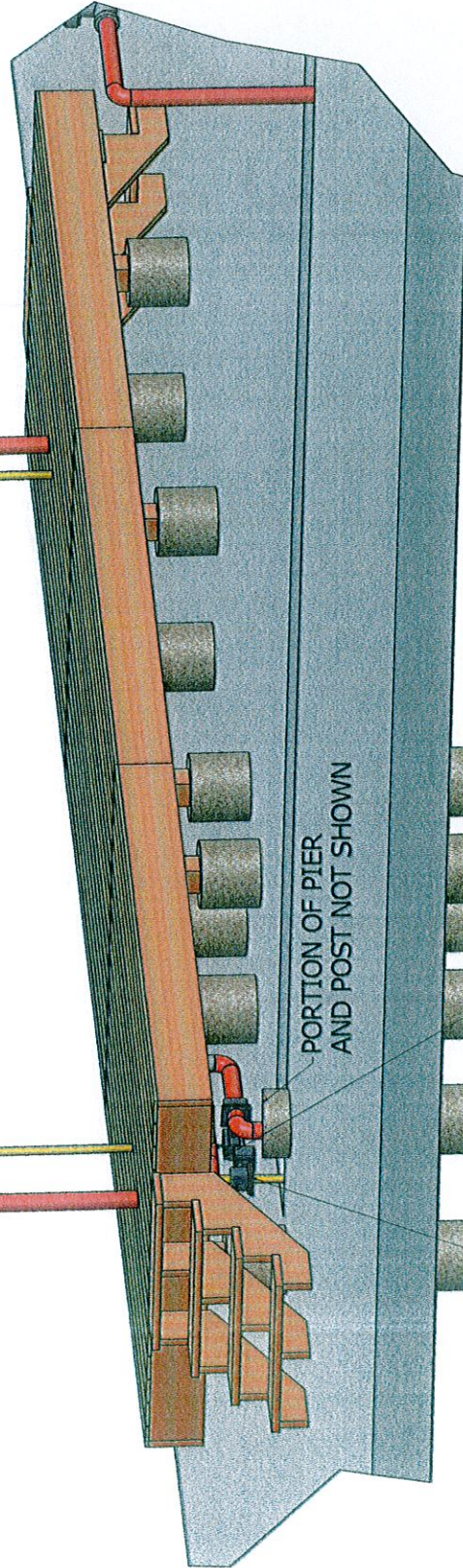
Crop Production Services



The following specifications would be the plans used for the Scott County anhydrous storage facility. These plans were recently used on the renovated site located at Wyoming, IA. We will use the same safety equipment in the system. There may be a possible change in the plans only to the style of riser built. The safety portions of the plans would stay the same.

| PARTS LIST | |
|------------|---|
| ITEM | DESCRIPTION |
| 1 | 3" STRAINER |
| 2 | 30,000 GALLON TANK |
| 3 | BULK HEAD |
| 4 | PUMP |
| 5 | 2" BLACKHEIR BYPASS VALVE |
| 6 | 2" Globe Valve |
| 7 | 3" Globe Valve |
| 8 | 3" BACK PRESSURE VALVE |
| 9 | 3" FLEX |
| 10 | 1 1/4" FLEX |
| 11 | 1 1/4" EMERGENCY SHUT OFF VALVE (11C IS ON SHEET 5) |
| 12 | 1 1/4" Globe Valve |
| 13 | 3" EMERGENCY SHUT OFF VALVE (13C IS ON SHEET 5) |

NURSE TANK FILL (RISER)



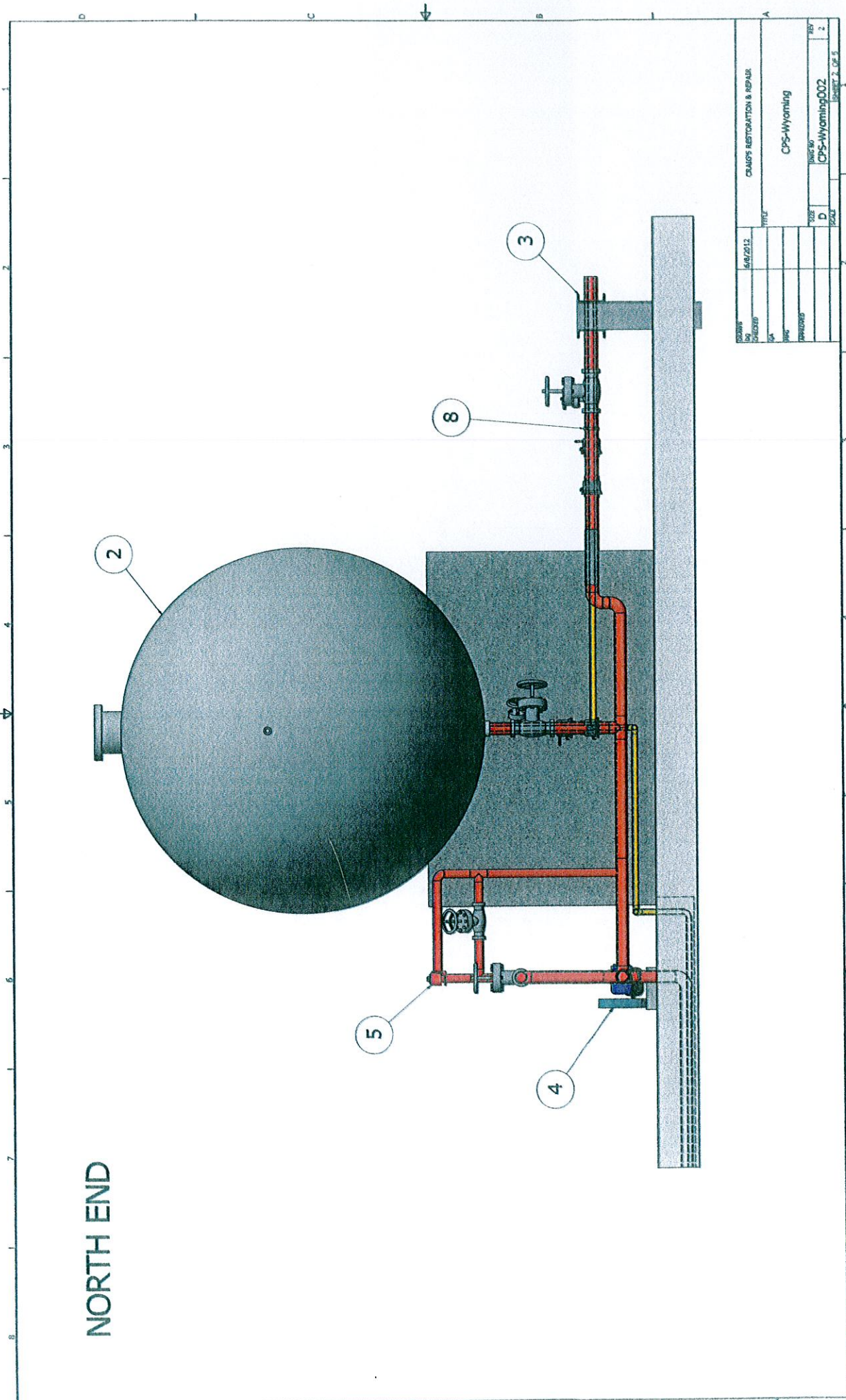
DETAIL B
SCALE 1 / 12

LEGEND
YELLOW- VAPOR
RED- LIQUID

NOTE: DRAWING SHOWS
TENTATIVE LOCATION OF OBJECTS
AND IS SUBJECT TO CHANGE.

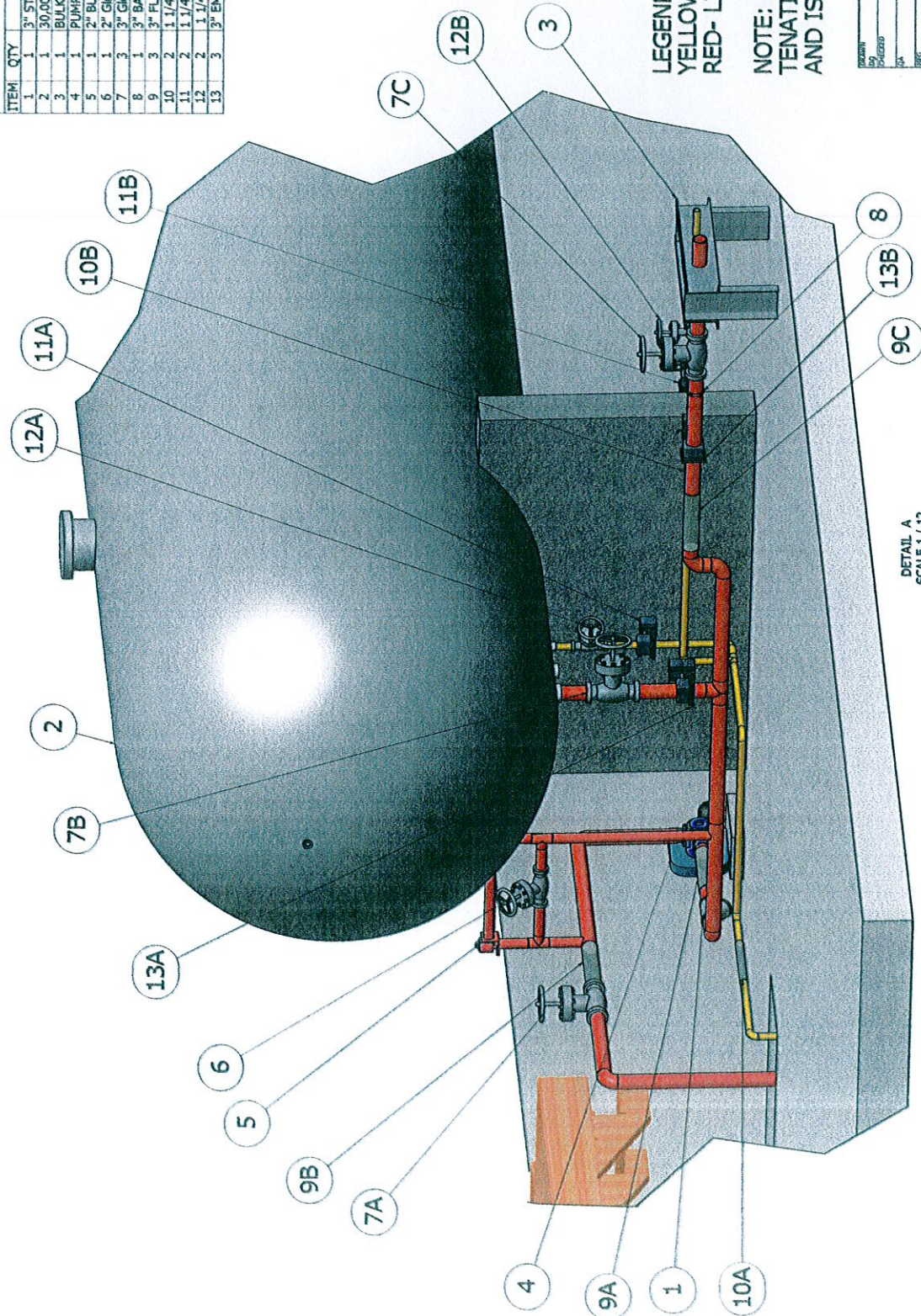
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|-------|----------|-------------|------------------------------|
| ROOM | 6/8/2012 | TITLE | CHAIR'S RESTORATION & REPAIR |
| DATE | 04 | PROJECT | CPS-Wyoming |
| SCALE | D | PROJECT NO. | CPS-Wyoming005 |
| SCALE | 2 | PROJECT | 005 |

NORTH END



| | | | |
|-----------|----------|---------|------------------------------|
| DATE | 6/8/2012 | PROJECT | CRAIG'S RESTORATION & REPAIR |
| BY | CHUCK | TYPE | |
| CHKD | JA | | CPS-Wyoming |
| APPD | JAC | | |
| REVISIONS | | | |
| NO. | | DATE | BY |
| 1 | D | | |
| SCALE | | 1" = 2' | SHEET 2 OF 5 |

| PARTS LIST | |
|------------|---|
| ITEM | DESCRIPTION |
| 1 | 3" STRAINER |
| 2 | 30,000 GALLON TANK |
| 3 | BULK HEAD |
| 4 | PUMP |
| 5 | 2" BLACKMEIR BYPASS VALVE |
| 6 | 2" Globe Valve |
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| 13 | 3" EMERGENCY SHUT OFF VALVE (13C IS ON SHEET 5) |



LEGEND
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 RED- LIQUID

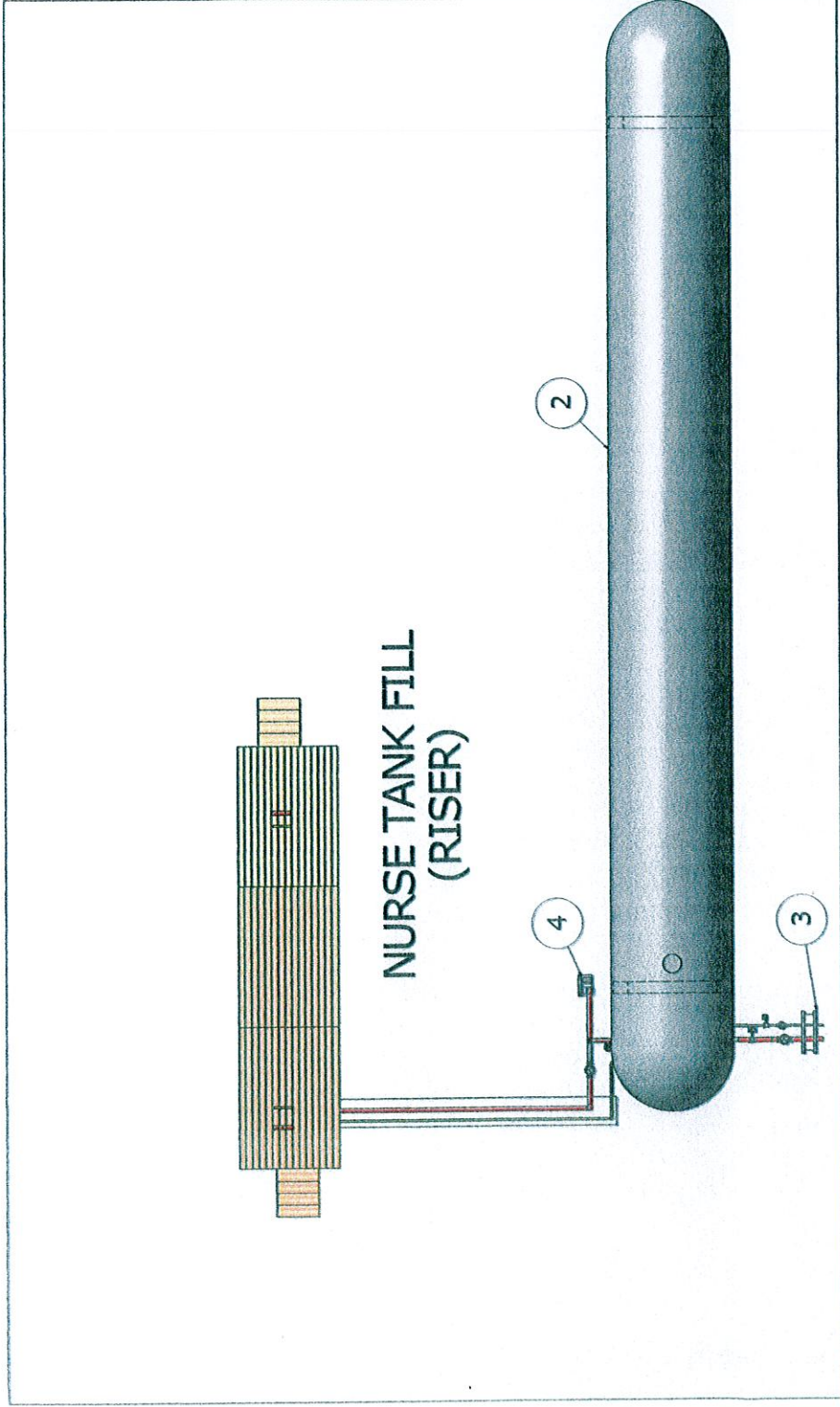
NOTE: DRAWING SHOWS
 TENTATIVE LOCATION OF OBJECTS
 AND IS SUBJECT TO CHANGE.

| | |
|-------------|------------------------------|
| DATE | 6/8/2012 |
| DESIGNED BY | DALE |
| CHECKED BY | DALE |
| SCALE | D |
| TITLE | CRAIG'S RESTORATION & REPAIR |
| PROJECT | CPS-Wyoming |
| NO. | 100 |
| SCALE | 1/8" = 1'-0" |
| DATE | 6/8/2012 |
| SCALE | D |
| NO. | 100 |
| SCALE | 1/8" = 1'-0" |

DETAIL A
 SCALE 1 / 12

N

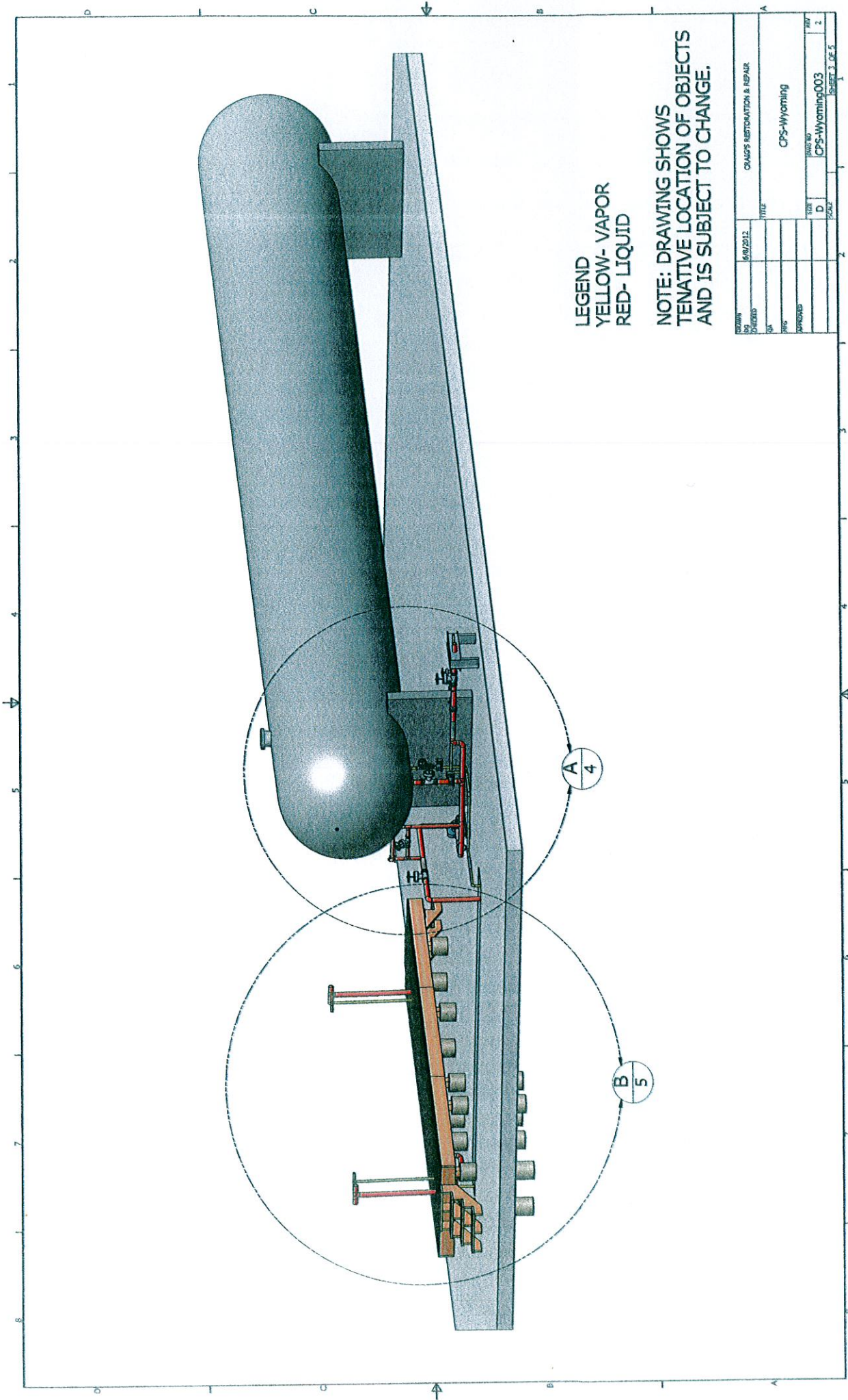
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| 3 | 1 | BULK HEAD |
| 4 | 1 | PUMP |
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| 13 | 3 | 3" EMERGENCY SHUT OFF VALVE (13C IS ON SHEET 5) |



LEGEND
 YELLOW- VAPOR
 RED- LIQUID

NOTE: DRAWING SHOWS TENTATIVE LOCATION OF OBJECTS AND IS SUBJECT TO CHANGE.

| | | | |
|----------|----------|---------|-----------------------------|
| REVISED | 6/8/2012 | TITLE | CALC'S RESTORATION & REPAIR |
| DATE | | PROJECT | CPS-Wyoming |
| BY | | SCALE | AS SHOWN |
| CHECKED | | DATE | 2 |
| APPROVED | | BY | |
| | | PROJECT | CPS-Wyoming001 |
| | | SHEET | 1 OF 5 |

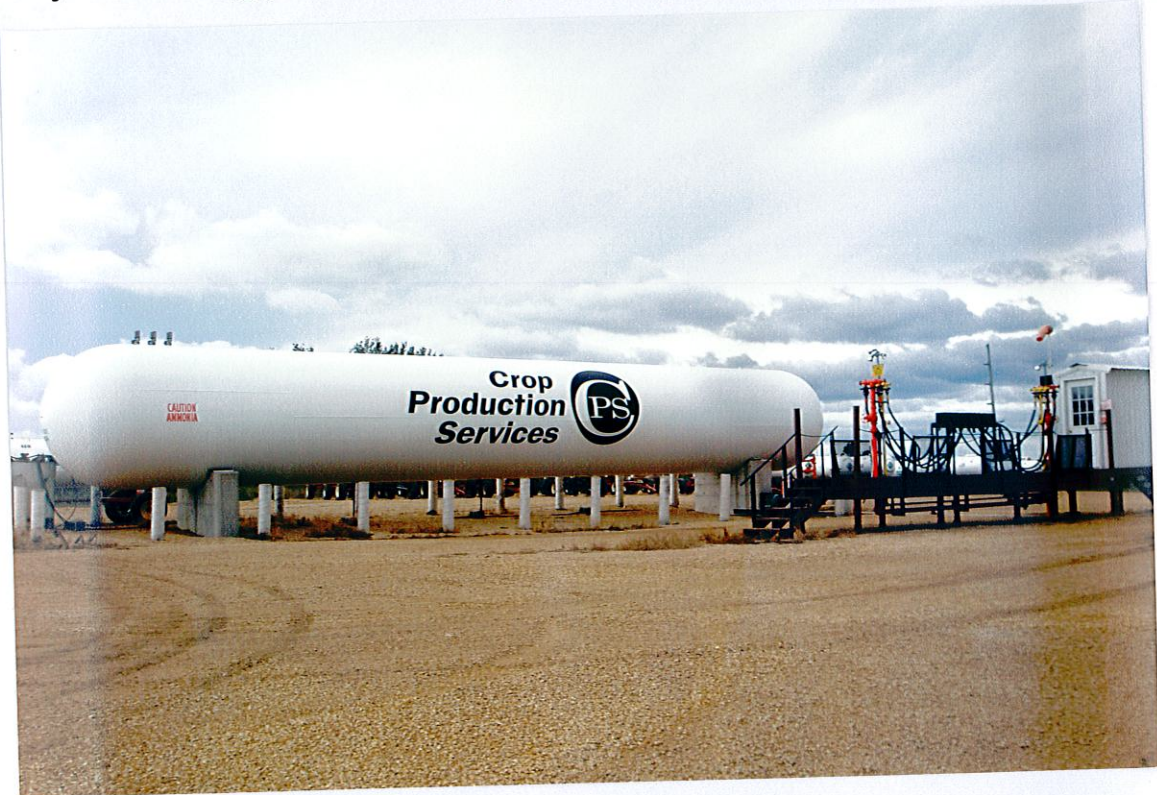


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NOTE: DRAWING SHOWS
 TENTATIVE LOCATION OF OBJECTS
 AND IS SUBJECT TO CHANGE.

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|--------------|----------|---------|------------------------------|
| DESIGNED BY | 6/8/2012 | TITLE | CRAGO'S RESTORATION & REPAIR |
| CHECKED BY | | | |
| DATE | | | |
| DESIGNED BY | | | CPS-Wyoming |
| CHECKED BY | | | |
| DATE | | | |
| PROJECT NO. | D | PROJECT | CPS-Wyoming003 |
| SHEET NO. | | | 2 |
| SHEET 3 OF 5 | | | |

The following pictures are of the Wyoming, IA anhydrous storage facility.



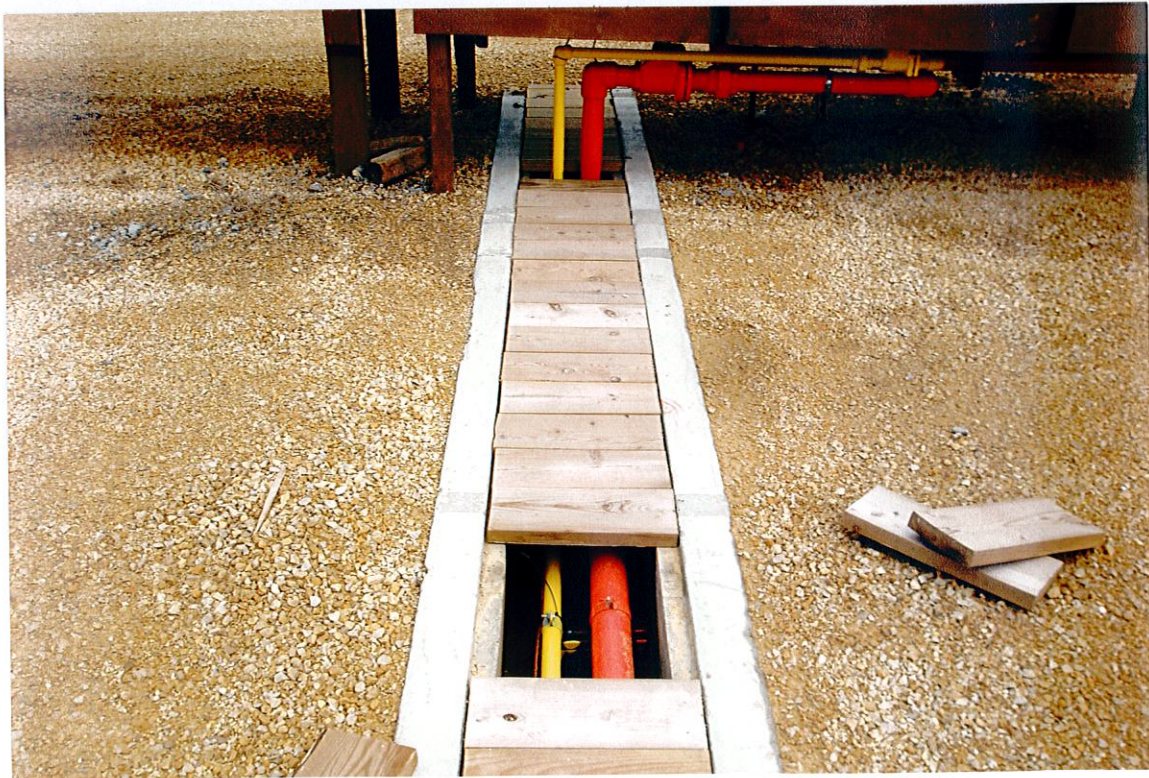
Crop Production Services

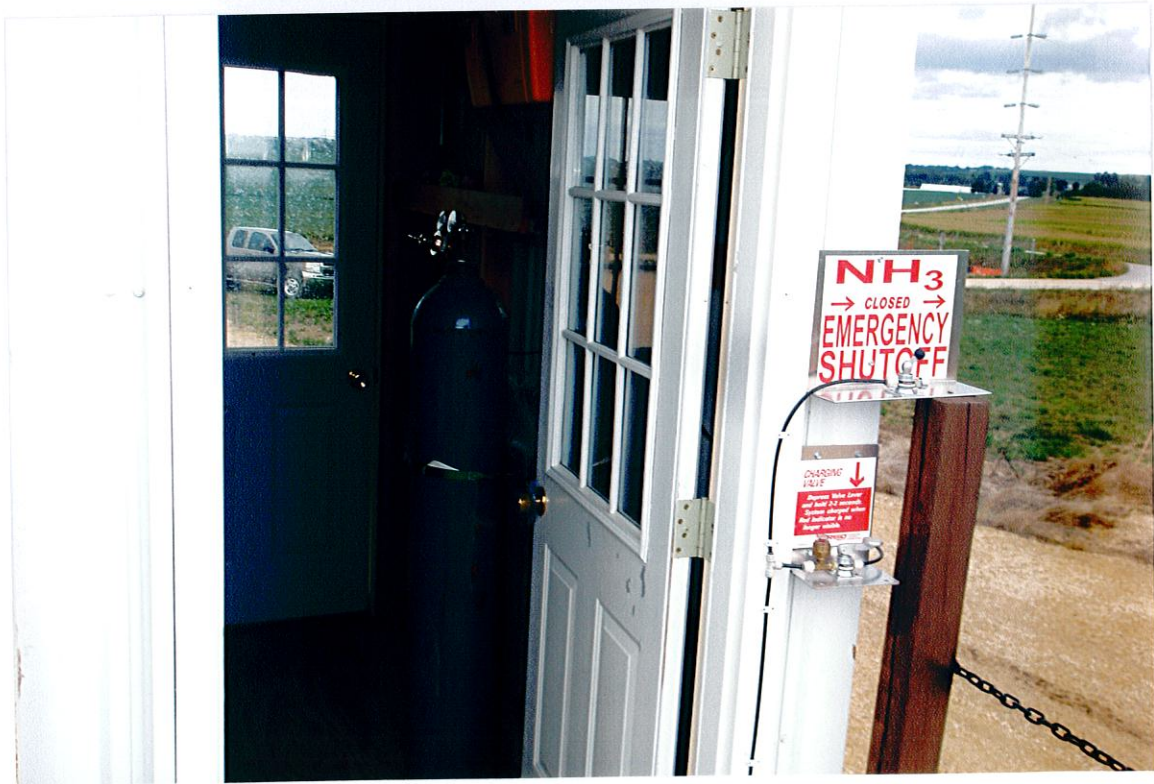
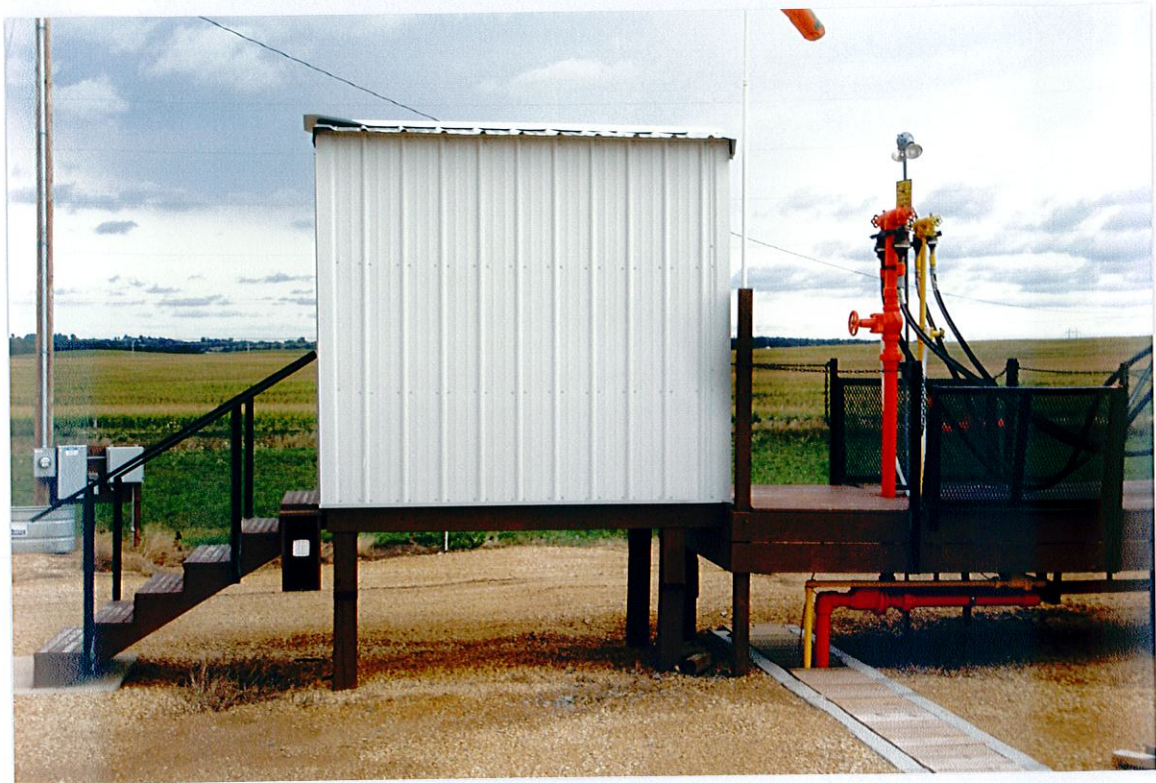


On the following pages are current pictures of the Wyoming, IA anhydrous storage facility. These pictures represent what the Scott County site would emulate when complete. The second set of pictures are the current site in consideration for the Scott County anhydrous storage facility.









The following pictures shown are the current site for the Scott County anhydrous storage facility.









North

Site Plan

365' West

tank at least 150' from west fence

Semi unbad area



30,000 gal storage tank 70' x 12'

fill station



fill station

24 x 24'

scale house utility shed



← 50' From west fence

above ground scale 50' x 12'



Nurse tank storage area "In season"

tank will be moved to Wyoming, Ia. site in off season

tank will be @ least 190' off road fence East

600'

current Driveway

South



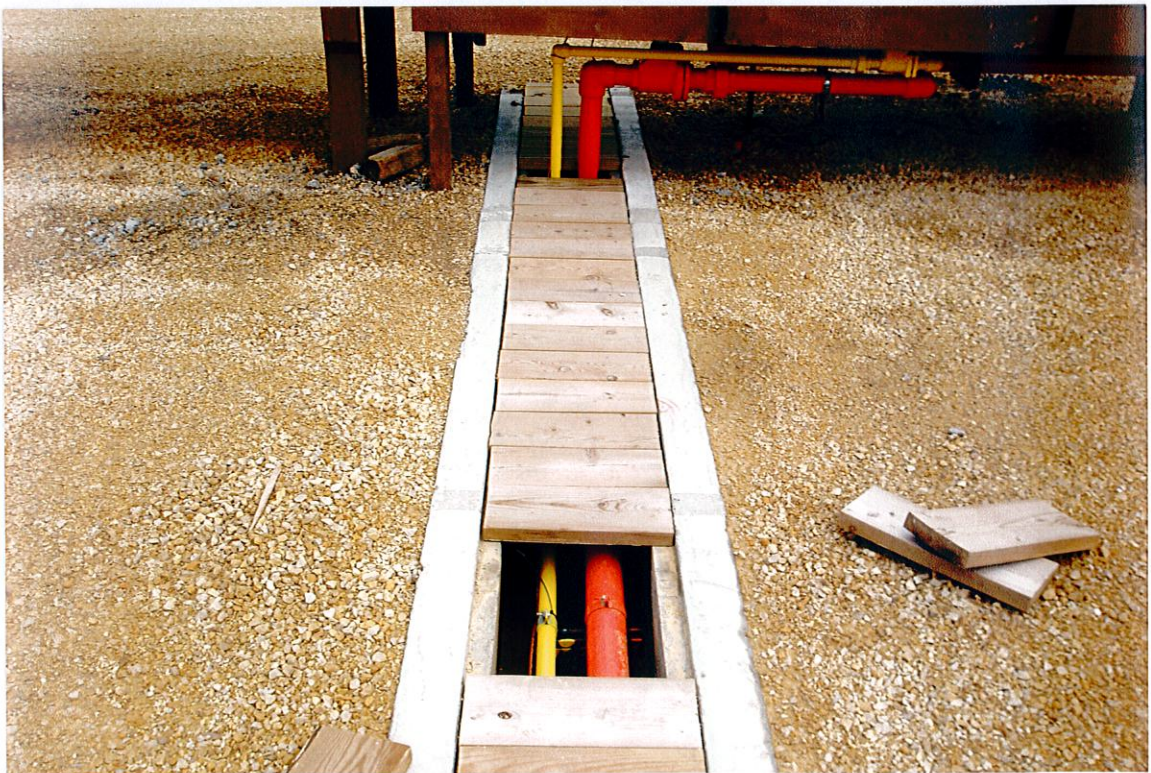
Proposed Scott County Anhydrous Storage Facility

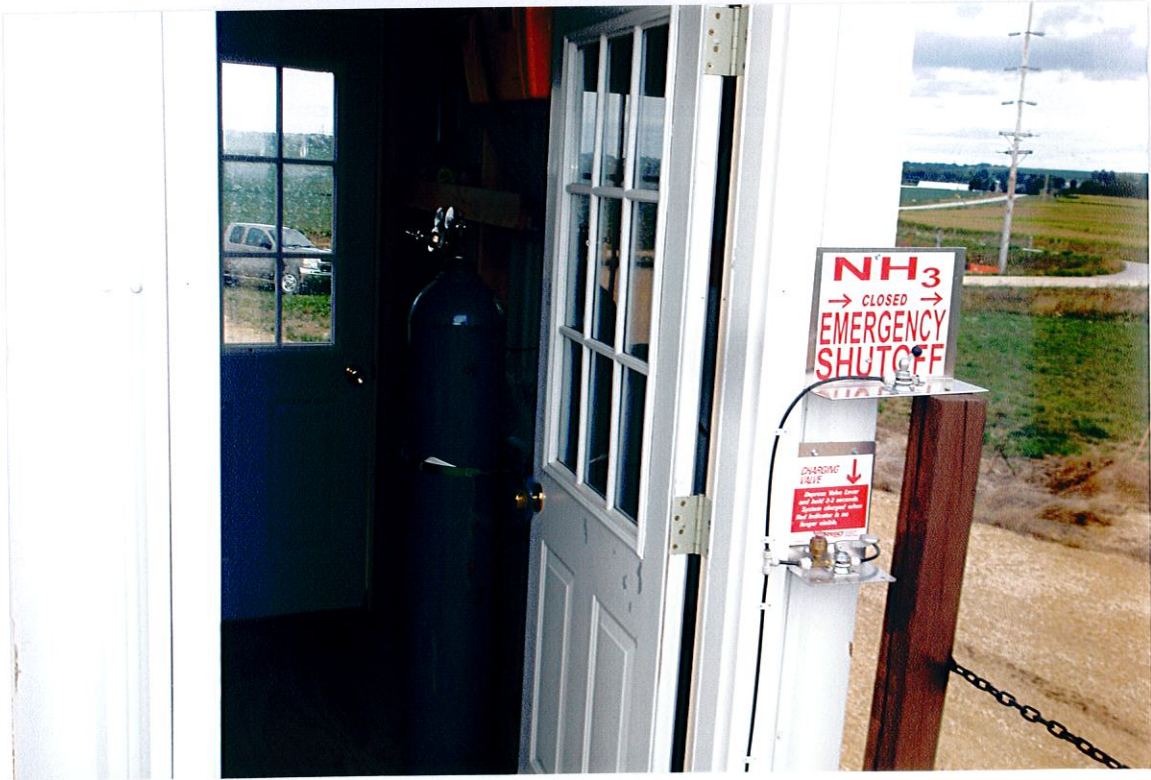
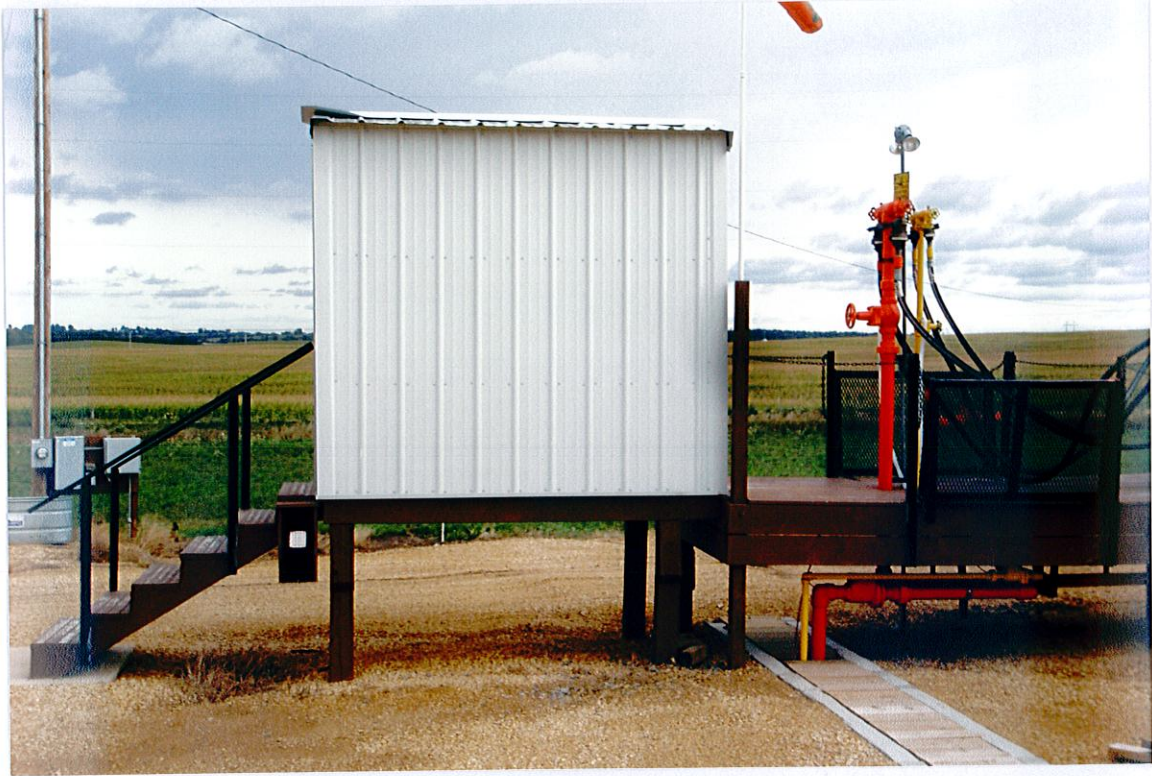
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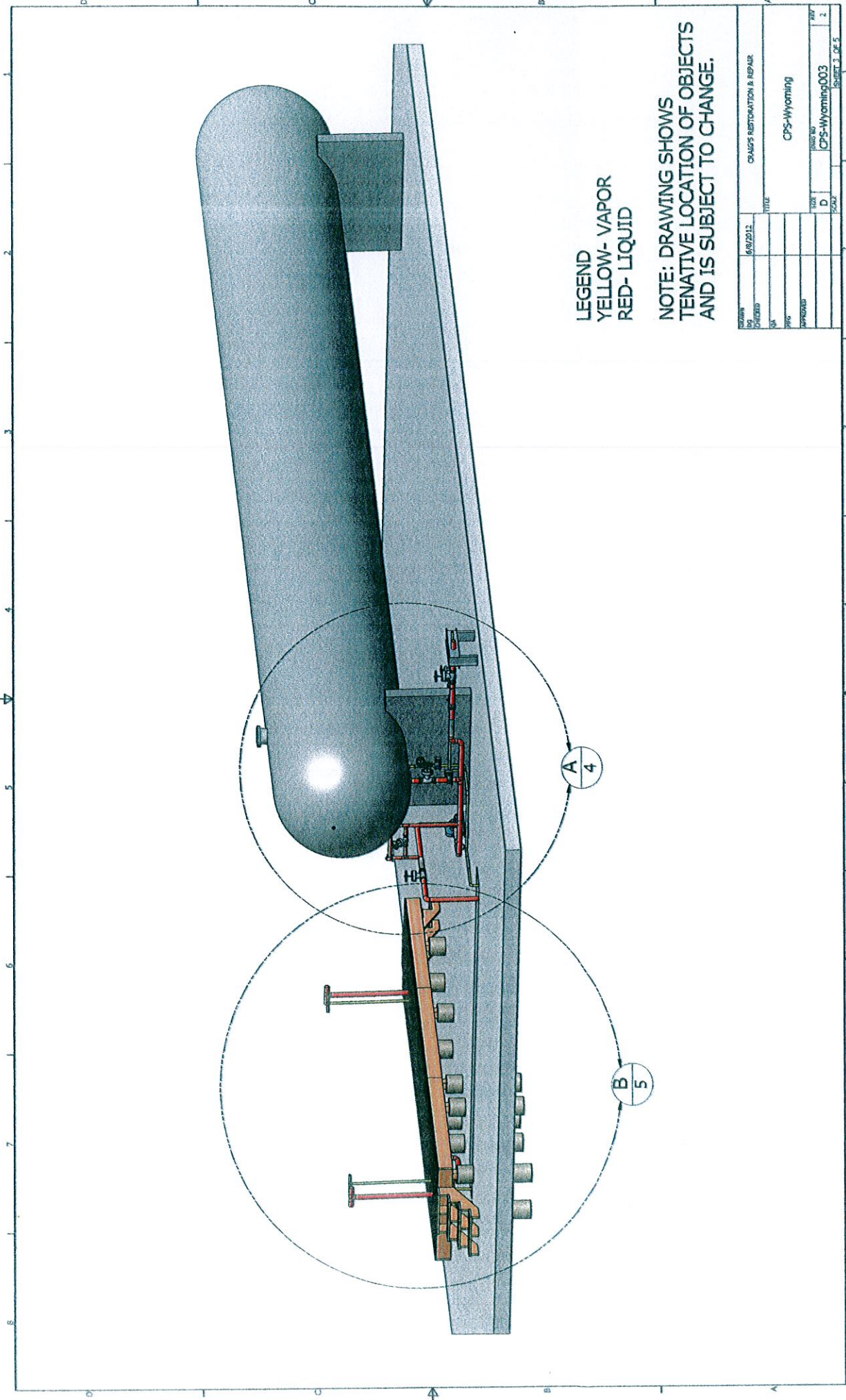












LEGEND
 YELLOW- VAPOR
 RED- LIQUID

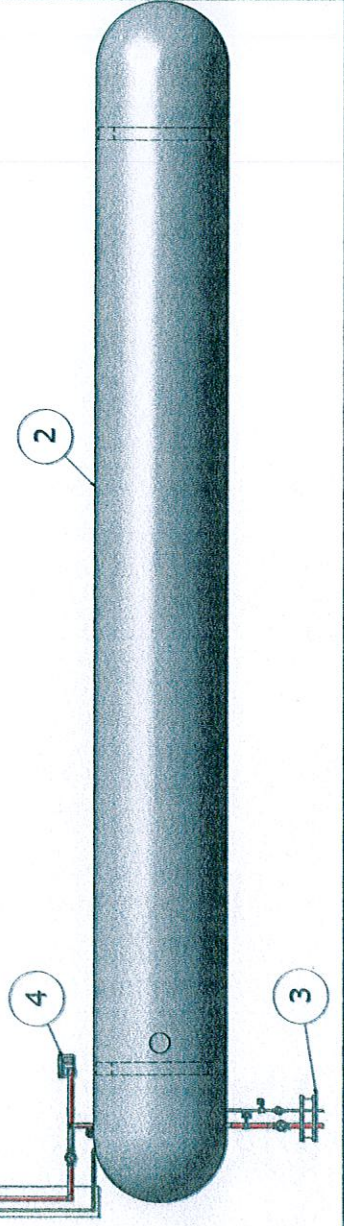
NOTE: DRAWING SHOWS
 TENTATIVE LOCATION OF OBJECTS
 AND IS SUBJECT TO CHANGE.

| | | | |
|-------------|----------|--------------|------------------------------|
| DATE | 6/8/2012 | TITLE | CHAMP'S RESTORATION & REPAIR |
| DESIGNED BY | | | |
| CHECKED BY | | | |
| DATE | | | |
| APPROVED BY | | | |
| DATE | | | |
| SCALE | D | PROJECT NO. | CPS-Wyoming003 |
| | | SHEET NO. | 2 |
| | | SHEET 3 OF 5 | |

N

| ITEM QTY | PARTS LIST DESCRIPTION |
|----------|---|
| 1 1 | 3" STRAINER |
| 2 1 | 30,000 GALLON TANK |
| 3 1 | BULK HEAD |
| 4 1 | PUMP |
| 5 1 | 2" BLACKMEIR BYPASS VALVE |
| 6 1 | 2" Globe Valve |
| 7 3 | 3" Globe Valve |
| 8 1 | 3" BACK PRESSURE VALVE |
| 9 3 | 3" FLEX |
| 10 2 | 1 1/4" FLEX |
| 11 2 | 1 1/4" EMERGENCY SHUT OFF VALVE |
| 12 2 | 1 1/4" Globe Valve |
| 13 3 | 3" EMERGENCY SHUT OFF VALVE (13C IS ON SHEET 5) |

**NURSE TANK FILL
(RISER)**



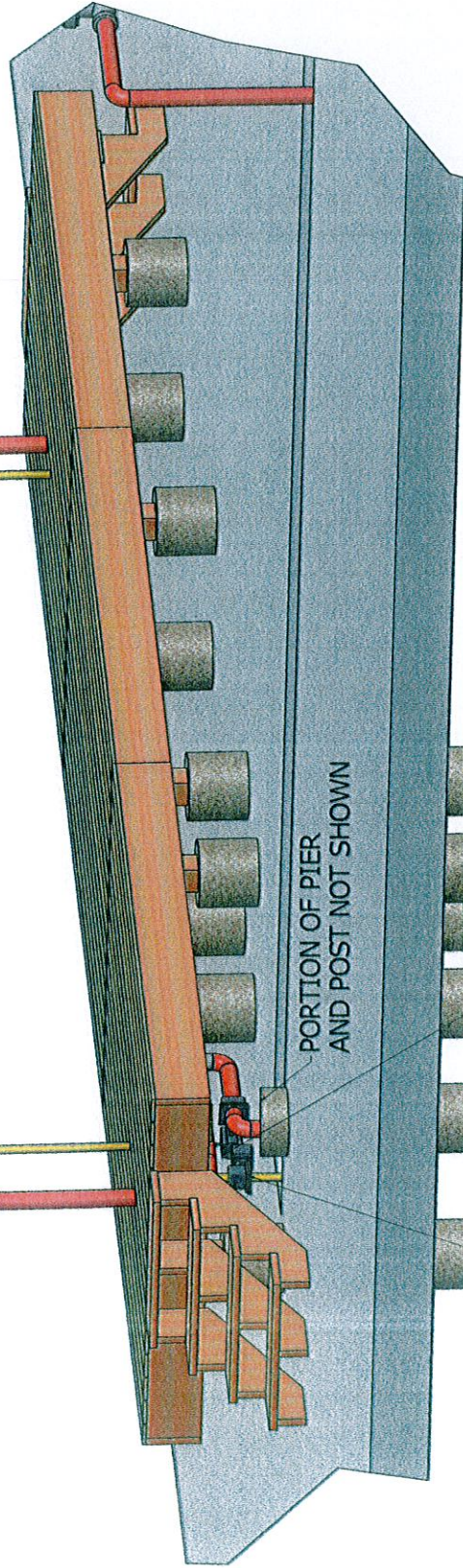
LEGEND
 YELLOW- VAPOR
 RED- LIQUID

NOTE: DRAWING SHOWS TENTATIVE LOCATION OF OBJECTS AND IS SUBJECT TO CHANGE.

| | | | |
|-------------|----------|-------------|----------------------------|
| DESIGNED BY | 6/8/2012 | PROJECT NO. | 01403 RESTORATION & REPAIR |
| CHECKED BY | | TITLE | |
| DATE | | SCALE | |
| BY | | DRAWN BY | CPS-Wyoming |
| APPROVED | | DATE | 6/8/2012 |
| | | PROJECT | CPS-Wyoming001 |
| | | SHEET | 1 OF 5 |

| ITEM | QTY | DESCRIPTION |
|------|-----|---|
| 1 | 1 | 3" STRAINER |
| 2 | 1 | 30,000 GALLON TANK |
| 3 | 1 | BULK HEAD |
| 4 | 1 | PUMP |
| 5 | 1 | 2" BLACKMEIR BYPASS VALVE |
| 6 | 1 | 2" Globe Valve |
| 7 | 3 | 3" Globe Valve |
| 8 | 1 | 3" BACK PRESSURE VALVE |
| 9 | 3 | 3" FLEX |
| 10 | 2 | 1 1/4" FLEX |
| 11 | 3 | 1 1/4" EMERGENCY SHUT OFF VALVE (11C IS ON SHEET 5) |
| 12 | 2 | 1 1/4" Globe Valve |
| 13 | 3 | 3" EMERGENCY SHUT OFF VALVE (13C IS ON SHEET 5) |

NURSE TANK FILL (RISER)



LEGEND
 YELLOW- VAPOR
 RED- LIQUID

**NOTE: DRAWING SHOWS
 TENTATIVE LOCATION OF OBJECTS
 AND IS SUBJECT TO CHANGE.**

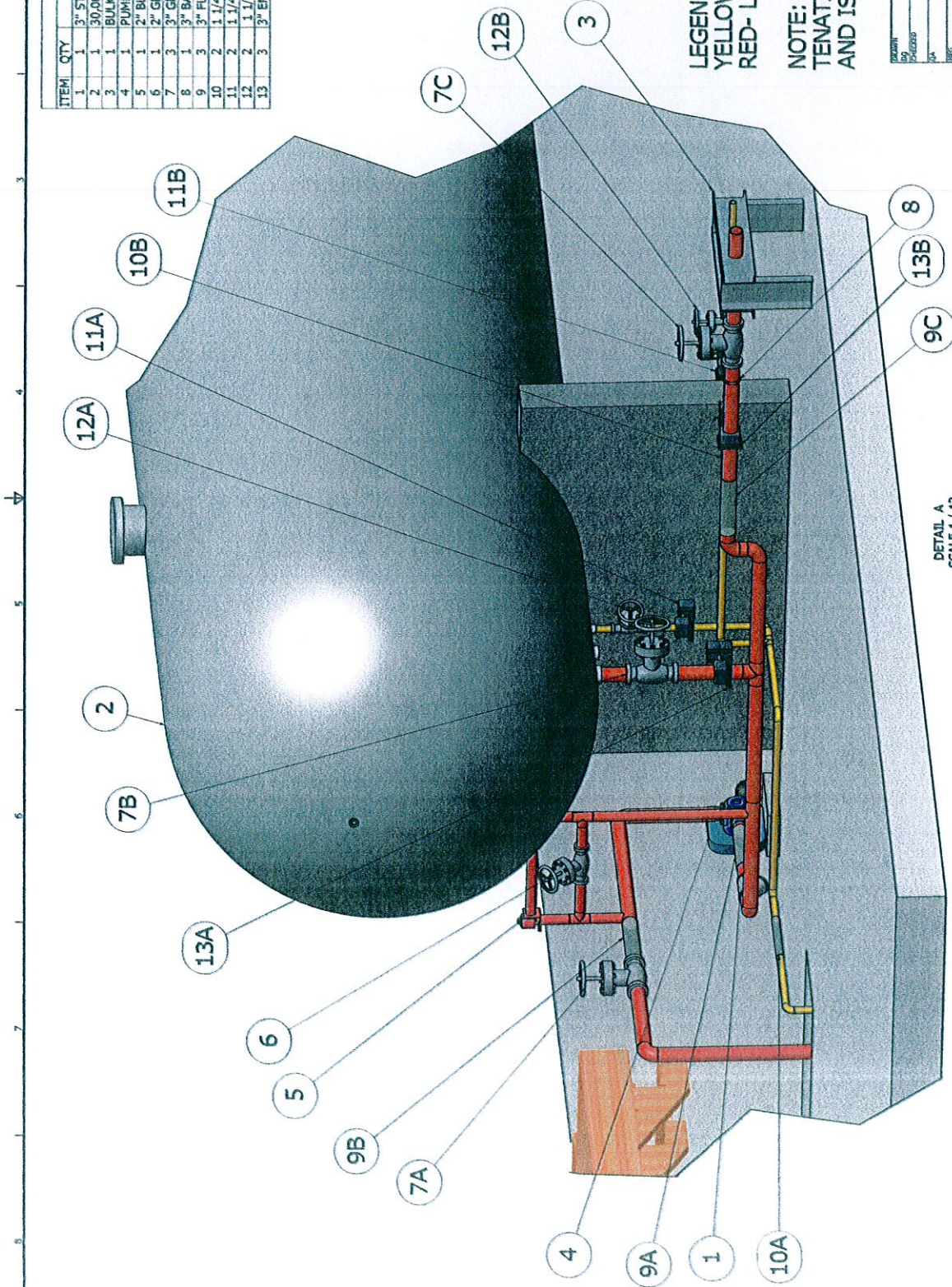
DETAIL B
 SCALE 1/12

13C

11C

| | | | |
|--------------|----------|----------------|------------------------------|
| DATE | 6/8/2012 | PROJECT | COUNCIL RESTORATION & REPAIR |
| BY | DA | SCALE | |
| CHECKED | | DATE | |
| APPROVED | | SCALE | |
| CPS-Wyoming | | CPS-Wyoming005 | |
| SHEET 3 OF 3 | | SHEET 3 OF 3 | |

| PARTS LIST | |
|------------|---|
| ITEM | DESCRIPTION |
| 1 | 3" STRAINER |
| 2 | 30,000 GALLON TANK |
| 3 | BULK HEAD |
| 4 | PUMP |
| 5 | 2" BLACKMEIR BYPASS VALVE |
| 6 | 2" Globe Valve |
| 7 | 3" Globe Valve |
| 8 | 3" BACK PRESSURE VALVE |
| 9 | 3" FLEX |
| 10 | 1 1/4" FLEX |
| 11 | 1 1/4" EMERGENCY SHUT OFF VALVE |
| 12 | 1 1/4" Globe Valve |
| 13 | 3" EMERGENCY SHUT OFF VALVE (13C IS ON SHEET 5) |

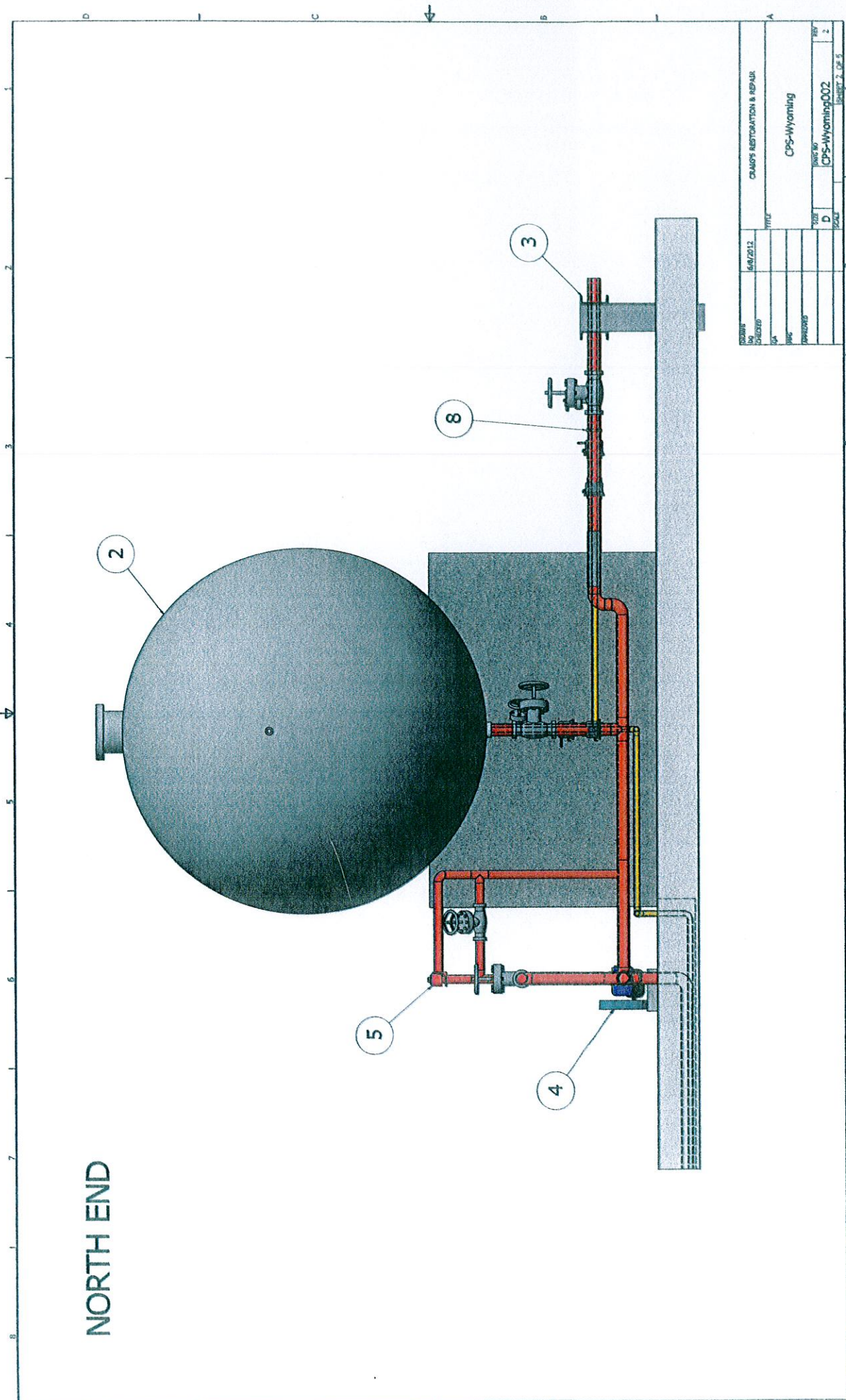


LEGEND
 YELLOW- VAPOR
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NOTE: DRAWING SHOWS
 TENTATIVE LOCATION OF OBJECTS
 AND IS SUBJECT TO CHANGE.

| | |
|-------------|------------------------------|
| DATE | 10/19/2012 |
| BY | PH/EBB |
| CHKD | |
| APP'D | |
| TITLE | CRAIG'S RESTORATION & REPAIR |
| PROJECT | CPS-WYOMING |
| DRAWING NO. | CPS-WYoming004 |
| REV | 2 |
| SHEET | 4 OF 5 |

DETAIL A
 SCALE 1/12



NORTH END

| | | | |
|---------|----------|--------------|------------------------------|
| DATE | 6/8/2012 | TITLE | OLIGO'S RESTORATION & REPAIR |
| DRAWN | CHALZER | PROJECT | CPS-Wyoming |
| CHECKED | JAC | SCALE | AS SHOWN |
| DATE | 6/8/2012 | PROJECT | CPS-Wyoming002 |
| SCALE | D | SHEET | 2 |
| | | TOTAL SHEETS | 2 |

Opposition to the Rezoning Request of Crop Production Services

Concerns of Scott County

Constituents in the Area

November 20, 2012

By Dan Rebarcak

Residents' Concerns

- Safety
- Environment
- Quality of Life
- “For the People”?

Safety Concerns: 21 OSHA Violations

- Anhydrous ammonia facilities are seasonal and are unlikely to be inspected by an agency like the Occupational Safety and Health Administration (OSHA) or the Environmental Protection Agency (EPA) unless there is a significant incident or a complaint.
- Even though CPS has hundreds of facilities in the U.S. and Canada, there have only been 8 complete and 3 partial OSHA inspections between 2003 and 2012.
- As a result of these audits, CPS was cited for 21 OSHA violations, 8 of which were categorized as serious violations.

Source: A public search of the OSHA website using the search term “Crop Production Services”

Safety Concerns: 21 OSHA Violations (cont.)

OSHA definition of violation types,
and number of each CPS violation:

- **Serious Violation (8)** - A violation where there is substantial probability that death or serious physical harm could result and that the employer knew, or should have known, of the hazard.
- **Other Than Serious Violation (12)**- A violation that has a direct relationship to job safety and health, but probably would not cause death or serious physical harm.
- **Repeated Violation (1)**- A violation of any standard, regulation, rule, or order where, upon re-inspection, a substantially similar violation can bring a fine of up to \$70,000 for each such violation.

Safety Concerns: Hazard Management

- Anhydrous ammonia is listed as a highly hazardous substance by OSHA.
- OSHA regulations state that facilities that carry $\geq 10,000$ pounds of ammonia are subject to numerous requirements for hazard management, including:
 - Performing a process hazards analysis.
 - Maintaining mechanical integrity of equipment.
- However, these requirements do not apply to retail facilities.
- The proposed facility would be a retail facility, and therefore exempt from these hazard management regulations.

Safety Concerns: Releases

- In Iowa, there were 80 reported instances of ≥ 100 lbs. of ag related anhydrous ammonia released into the surrounding area from January 2011 through September 2012.
- That is an average of nearly 4 per month.

Source: Iowa Department of Natural Resources

Safety Concerns: Effects of Exposure

Anhydrous ammonia seeks water from the nearest source, including the human body. Eyes, lungs, and skin at greatest risk due to their high moisture content.

- Exposure to vapors or liquid can cause blindness.
- When large amounts are inhaled, the throat swells shut and victims suffocate.
- Caustic burns, similar to but more severe than those caused by dry ice, result when anhydrous ammonia dissolves into body tissue.

Source: Iowa State University Extension

Safety Concerns: Crime

- The lure of an anhydrous ammonia facility in a rural area so close to the Quad City population center may entice methamphetamine makers into theft.
- What kind of controls will be in place to keep potential meth makers away? Nurse tank locks will not stop a thief. In fact, locks can actually lead to more releases due to more destructive methods being used to obtain the anhydrous ammonia.

Safety Concerns: Crime (cont.)

- Although Scott County Sheriff Dennis Conard states that methamphetamine makers no longer use anhydrous ammonia for meth making, it remains a viable method according to Nathan Lein, Assistant County Attorney, Fayette County, Iowa.
- Following are photos of an anhydrous theft in progress in Fayette County, Iowa. I spoke to Mr. Lein in September. Note that the photos are dated August 26, 2012. As you can clearly see, theft remains a current problem.



Photo used with permission of Fayette County, IA Sheriff's Department.



Photo used with permission of Fayette County, IA Sheriff's Department.



Photo used with permission of Favette County, IA Sheriff's Department.



Photo used with permission of Favette County, IA Sheriff's Department.

Environmental Concerns

- The EPA enforced 5 cases involving CPS between the years 2001 and 2010.
- The total amount of the penalties is \$69,305. In our opinion, this is a large sum to be fined for a company who professes to be committed to safety and the environment.
- These are only the cases that have been posted to date on the website. We are not certain the EPA posts an enforcement action until the case is closed.

Source: A public search of the EPA website using the search term "Crop Production Services"

Quality of Life: The Rural Choice

- Can anyone on the commission say they would vote for this rezoning if it were 500 feet from their own residence?
- We all chose to live in this area to be away from this type of situation.
- Before we moved to our current residence, we spoke to Scott County about the zoning, as we noticed the apparent excavation directly to the east of the property we were looking at.
- We were told it was zoned A-P and we had nothing to worry about.

Quality of Life: Noise and Traffic

- Mr. Huey says the site will only operate a couple of months in the spring and a couple of months in the fall, so we only have to deal with the increased noise and traffic for one-third of the year.
- However, one-third of the year is a very large amount of time, considering that the facility will be used at all times of the day and night during the busy seasons. This will be disruptive to outdoor activities, and there is a concern about noise during sleeping hours.

Quality of Life: Aesthetics

- They cannot move the facility for the other two-thirds of the year, so it will still be an aesthetic nightmare and will be lighted every night of the year, destroying our beautiful night sky.
- Our current view of the east at night:

Photo taken by Dan Rebarcak, November 14, 2012.

Quality of Life: Aesthetics (cont.)

What will that view look like
if this facility is built?

Quality of Life: Property Values

- Scott County Assessor Dale Denklau said, “Residential use appears to be a significant distance from the site. Future buyers and sellers will determine if there is a negative influence.”
- What exactly is a “significant distance”? 500 feet? 600?
- Would the answer to that question be good enough if it were your own property?

For the People?

- I was taught that government is for the people. In this case it seems that Mr. Huey has dismissed that principle to recommend a development that is opposed by the people.
- Since so many constituents of Scott County will be harmed because of this proposed development, due to possible safety and crime issues, possible financial loss via reduced property values, and certainly a diminished quality of life, we fail to understand why a public servant is recommending a rezoning that will only benefit a multi-national company that will compete with current local businesses and do harm to county residents.

Exploring Relationships Between Crop Production Services' Rezoning Request and Scott County's Land Use Policy

By KJ Rebarcak

November 20, 2012

Land Use Policy Goals

The 2008 Scott County Comprehensive Plan states that the Land Use Policy has four goals. All four of them are called into question by the rezoning attempt:

- **Protect and conserve the natural, human, and economic resources** which are the basis of the agricultural economy and rural lifestyle of the Scott County.
- **Ensure orderly and efficient growth** of residential, commercial, industrial, public, and semi-public land uses while maintaining the general welfare of County residents.
- **Ensure a decent home and suitable living environment** for all families, present and future, living in Scott County.
- **Encourage cooperation and communication** among the County, other units of local government, and the general public to improve human development, economic development, and ecological preservation.

Land Use Policy Goal #1

- "Protect and conserve the natural, human, and economic resources which are the basis of the agricultural economy and rural lifestyle of Scott County."
- This rezoning would harm, rather than protect, the human resources that are the basis of the rural lifestyle of Scott County.

Land Use Policy Goal #2

- "Ensure orderly and efficient growth of residential, commercial, industrial, public, and semi-public land while maintaining the general welfare of County residents."
- This rezoning attempt shows blatant disregard for maintaining the general welfare of County residents.

Land Use Policy Goal #3

- "Ensure a decent home and suitable living environment for all families, present and future, living in Scott County."
- We have decent homes and suitable living environments right now; building an anhydrous ammonia facility so close to us would destroy that, rather than ensure it.

Land Use Policy Goal #4

- "Encourage cooperation and communication among the County, other units of local government, and the general public to improve human development, economic development, and ecological preservation."
- If the County is so concerned about cooperation and communication, why did it give us residents only 11 days' notice before the September hearing would have taken place, and why are we being put through this a second time?

Land Use Policy

Four of the specific points in the Land Use Policy itself apply to this situation:

Scott County recognizes and accepts that normal agricultural and environmental nuisances occur with rural living.

While Scott County encourages development to locate within cities, the following are guidelines for reviewing proposed new development in the rural unincorporated area of the county:

- on marginal or poor agricultural land
- with access to adequately constructed paved roads
- where public and/or private facilities and services are present or planned, including water, sanitary sewer systems, schools and parks; and in areas near existing employment centers and commercial areas, to discourage sprawling and unplanned scattered development
- where it is least disruptive of existing agricultural activities
- in areas of stable environmental resources
- where it is sufficiently buffered from other less intensive land uses
- where it can be shown that there is a recognized need for such development
- where it can be developed in an efficient and compact manner
- where the development will be supportive of energy conservation

Land Use Policy Statement #1

- "Scott County recognizes and accepts that normal agricultural and environmental nuisances occur with rural living."
- We have lived out here 12 years, long enough to know what normal nuisances are. An anhydrous ammonia facility with its safety, crime, noise, traffic, and light pollution concerns is not a "normal" nuisance.

Land Use Policy Statement #2

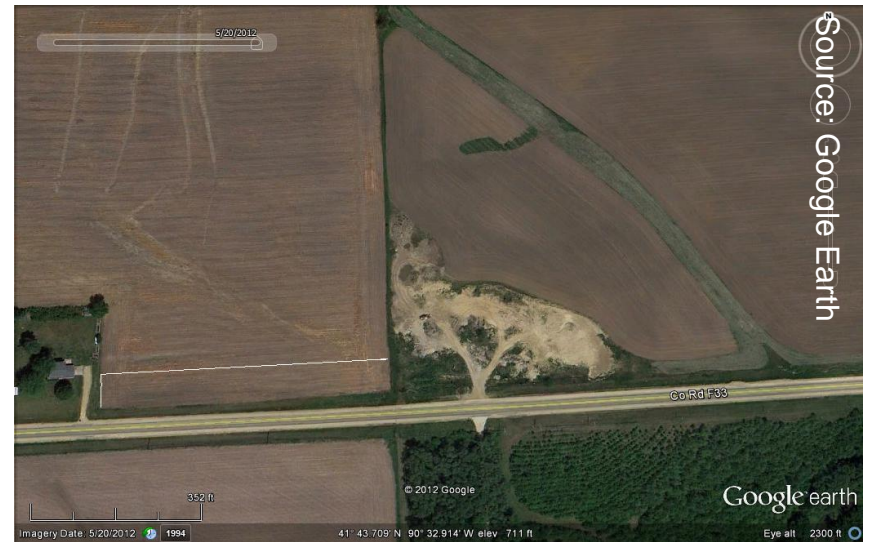
- "...guidelines for reviewing proposed new development in the rural unincorporated area of the county...on marginal or poor agricultural land..."
- Dean Marten caused that land to become poor agricultural land through his repeated abuse of it over the years.
- In October, after the original rezoning request was withdrawn but before we received notice of the new one, on at least two occasions I personally witnessed a truck coming in and dumping debris onto the site after the sun went down.

The Site—A Comparison

1992



May 20, 2012



Site Photos from Later in 2012



Source: Crop Production Services Proposed Scott County
Anhydrous Ammonia Facility document provided to us by the county

Land Use Policy Statement #3

- "...to discourage sprawling and unplanned scattered development..."
- It may not be unplanned, but it is definitely sprawling and scattered. Why not locate the facility on the edge of a town, making it more accessible to law enforcement and first responders? Why disrupt a quiet rural area?

Land Use Policy Statement #4

- "...where it can be shown there is a recognized need for such development..."
- There are plenty of nearby places already for farmers to get their anhydrous ammonia. They're just not CPS facilities. The only "need" here is CPS' and Dean Marten's desire to make more money.

Safety and Quality of Life
for our family is what we are trying
to SAVE!



Biggest Concerns

- Safety

- Hidden Driveway on top of a hill
- No Passing Zone to the West and just the end of one to the east.

*Very hard to judge the distance of oncoming traffic.

- No shoulders on the roadway
- The common site of livestock on the road
- Increased risk of meth makers/use getting anhydrous to meet their “fixes” and their financial gain.

Decent water

- Our well is less than 350 ft from entrance to proposed site.
 - How big is the underground aquifer?
 - Has a study been completed to find where the underground aquifer for this entire area resides?
 - How will toxic run off be contained?
 - What is the containment evacuation plan for a spill or accident?
 - How much is CPS willing to pay Al & my estates when we are dead because we have no evacuation route?
 - And the estates of family and friends who may be visiting us?

Road traffic

- Iowa DOT numbers for proposed site section of road from 2010 is 540 vehicles per day.
 - 12 hour period-45 cars per hour
 - When the county has been paving 160th Ave(?) this summer/fall, many more trucks than 45 per hour. The county alone was probably 45 per hour.
 - Semi grain trucks “fly” down 290th Street. It is a cut across road for many grain haulers from Clinton and NW Scott Counties. Probably even some from Cedar County.
 - School bus route
 - Scott County Park visitor/campers
 - Glens Creek Golf Course
 - Huge tourist area both for personal vehicles, bicyclists, and runners.
- Nurse tanks must be towed at 25 mph
 - This increases the danger due to high speed and slow moving vehicles...**do not mix well on the same roadway**

Other concerns:

- Light pollution
- Sound pollution
- Smell pollution
 - From trucks hauling
 - Anhydrous leaks/smells

- **These will all effect our physical and mental health.**

Possible solutions

- **Why do we need another anhydrous distribution facility in Scott County?**
 - Whatever happened to buying local?
 - Eldridge
 - DeWitt
 - Dixon
 - Grand Mound
 - Calamus
 - Many others nearby
- **Isn't there another site more suitable in Scott County?**
- **If you have never seen the “good” rural stewards in the area, then I encourage you to come let us give you a tour of the area before you make a decision! See what you may be jeopardizing!**

To finish up

- We ask the commission members
 - If live/d in a rural area like ours
 - Would you have any of these same concerns if you were living where we live?
 - Would you want to put your family, friends, and property that you have worked hard to purchase and enjoy with this proposed site plan?



01/01/2006

**Please don't jeopardize our
grandaughter and our dog's life!**

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acres on St. Ann's Road

Dear Scott County Commission,

We would like to have the request to rezone the parcel of land, approximately 5 acres on the north side of 290th Street/St. Ann's road, approximately 1/3 mile west of Scott Park Road, from Agricultural-Preservation (A-P) to Agricultural Service Floating Zone (A-Z), **denied**. The property is legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

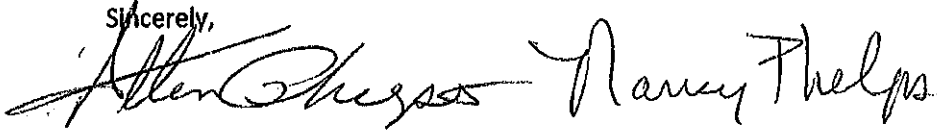
Following is a beginning list of our concerns and reasons for wanting this denied:

- Less than 500 (possibly less than 200 feet which is not allowable per EPA employee we know) from our water well resource.
- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
- Toxic run off onto adjoining properties.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.

This is an area that people have moved to because they want to be away from distribution and storage facilities as the one being requested to be rezoned to build. This is an access road to Scott County Park that is ridden by hundreds of bicyclists and traveled by families year round. It would also be in conflict with the access to St. Anne's Church along with the Walnut Grove Village.

Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely,

Handwritten signature of Allen Phelps and Nancy Phelps. The signature is written in cursive and appears to be "Allen Phelps" followed by "Nancy Phelps".

Allen & Nancy Phelps
18021 - 290th Street
Long Grove, IA 52756
(563) 593-0790

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: More reasons not to approve the application to rezone 5 acres on St. Ann's Road

Dear Scott County Commission,

I emailed a letter last Monday requesting the rezone of the parcel of land, approximately 5 acres on the north side of 290th Street/St. Ann's road, approximately 1/3 mile west of Scott Park Road, from Agricultural-Preservation (A-P) to Agricultural Service Floating Zone (A-Z) be **denied**. The property is legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

We were advised to send all information before the hearing, if possible. Following are more reasons that I have researched and found more concerns as to why this should not be approved:

- Our drinking water well is 340 ft from the road which means it is less than 400 feet from the proposed site.
- We are fairly certain that our well is a shallow well. We have been researching when it was drilled and no records have been found. Local plumber working on this states this is probably due to how old it is. Same local plumber has worked on it in the past (prior to us buying the property) and it has a small horsepower to it, so believes it is probably only a 60 ft well. This is much too shallow for the toxins that would easily reach it.
- There is **no alternative evacuation** route from our property for my husband and I to get out if there were to be a leak or explosion. We would be engulfed with anhydrous clouds with nowhere to go to leave our property to escape.
- We are directly downhill from the proposed site. Any run off from rain or any spills will go directly onto our property without a moment's notice.
- There have been numerous accidents reported on St. Ann's road over the years that have involved large trucks and equipment. Some have resulted in death for one or more of the people involved in the accidents and others severely injured. More truck traffic would increase the probability of more accidents; and accidents involving dangerous chemicals.
- The lights that will need to be erected for security and safety will be very disruptive and be called **light pollution** to our tranquil, beautiful, rural night skies.
- Meth makers/addicts will be seeking out this rural of a sight to help them make their meth. If they can't get what they want there, they will spread to surrounding properties to steal or seek whatever they can and will most likely be armed with guns or other weapons. County authorities do not need the added site to monitor for theft and vandalism.
- Crop Production Services was seeking out this property over 6 months ago. It is unfair that we are just now getting notice of this request. We have heard this was due to the Walcott rezoning issue with a similar connection. They get 6 months to prepare and we get less than 10 days.

- Crop Production Services has had over \$65,000 in fines for safety issues in the past few years.
- Tim Huey, I would believe, is to be impartial employee of the Scott County Planning and Development Commission. He obviously is not. His quote in the North Scott Press and the interview on Channel 6-KWQC show that he is not unbiased. Anything he has to say about this rezoning should not be included. I have been informed that he was in favor of the Walcott anhydrous facility and it seems that he is not able to remain unbiased.
- Realtors/appraisers that I know have said that our property values will decline a minimum of 20%. We cannot afford this. I'm guessing our property taxes will not reflect this. The property only has value if you can find someone to buy it and I doubt this will happen if an anhydrous ammonia storage/distribution facility is directly across the road from it. We wouldn't have bought this beautiful property if it had been there 3.5 years ago.
- Timothy Huey stated in the Channel 6 interview that "The Crop Production Services folks assure me that their tanks are secure and it would be quite difficult for somebody to access for those types of purposes." I can assure you that meth makers who want access will find a way to access it. That's how they are.
- There are anhydrous/distribution facilities in DeWitt and Eldridge. Why is there a need for another one in between this 10 mile stretch? I drive 10 miles or more to do much of my shopping which is what farmers are doing...shopping for anhydrous. Why is there a need for another distribution facility other than out and out greed of Crop Production Services.
- Crop Production Services does not live in this area. Would they like one of these facilities in their back yard? Would they like to pull out of their driveway every day and meet head on with this environmental disruptive facility AND possibly run head on into one of the tanks or the truck that will be delivering more anhydrous?
- How will a large semi-truck delivering anhydrous possibly turn in to this hidden access lane without being an obstruction and danger to the other vehicles on this rural roadway? How about when a school bus is coming over the hill?
- Is the Long Grove Fire Department trained and prepared to handle a leak or anhydrous explosion?
- How is the parcel of land being treated? Is it an option to purchase for Crop Production Services? Do they have a lease? What happens to the land if they decide they don't want it at some point in the future? Can it be developed into some other Agricultural Commercial property?

Attached is an article on Anhydrous Ammonia Health Information. It talks about a program in North Dakota. Why should I, my husband, and any of our friends or family that may visit have to know or worry about this? You can say that the chances of this happening are very low. I don't care how low they are. Any chance is too high of a chance? Would you want to take the chance and live where we live with your loved ones? We think not!!!

This is ridiculous that my husband, all our neighbors, and I have to take time out of our busy lives to fight to NOT have this rezoned. It's an Agricultural Preservation zoning area. McDonald Creek, Scott County Park, Walnut Grove, St. Ann's church (both old and new), the neighborhood tree farm, our wooded acres, and all the surrounding homes should be preserved. We are a

residential neighborhood with absent farmers to most of the homes within a 2 mile radius. We moved here to this area to **not** have to worry about things like anhydrous ammonia facilities. Now it is being thrown in our faces. We are all hard working people and **DO NOT** want this anywhere near us.

Please consider long and hard and choose to **DENY** this application for the obtrusive, dangerous facility that is being proposed to be built on this site. The thought of this facility across the road from our house makes me sick, anxious, and downright mad. My health and the health of all those living in this area are at risk, not just physically, but mentally and emotionally which can cause as much physical problems as the ammonia will cause if it leaks. If you don't deny this request, you will be causing continued and prolonged psychological and physical pain to us and many, if not all, our neighbors.

Sincerely,

Handwritten signatures of Allen Phelps and Nancy Phelps in cursive script.

Allen & Nancy Phelps
18021 - 290th Street
Long Grove, IA 52756
(563) 593-0790

I am writing regarding the proposed change in zoning that would permit an anhydrous ammonia storage and retail distribution facility to be built on 290th St./St. Ann's Road.

I called and spoke with Timothy Huey, the director of Scott County Planning and Development. To his credit, he was courteous and very helpful in showing me how to find information using the Scott County website. One thing he did mention that I found disturbing was the fact that the legal requirements for sending out public hearing notices are so lenient that they only had to be sent to *five* property owners in the area. Only *two* of the five actually live here (the other three just own the surrounding farmland while living elsewhere). Therefore, we and the other family, Allen and Nancy Phelps, have expended considerable time, stress, and money to get the word out to the rest of the people in the area who could end up having anhydrous ammonia being stored and sold near their homes.

My husband Dan and I read with great concern Mr. Huey's comment in the Sept. 12 NSP that "You wouldn't want (a facility like this) in Eldridge or Park View." Does this mean we rural residential people are considered expendable? The vast majority of us in this area are **not** farmers. The owners of the farmland live in other cities. We are families with houses and yards, just like the people in those towns. The comment is akin to saying that if something were undesirable/dangerous in Davenport, they'd just put it in Eldridge.

Among many other issues, some of the major ones that need to be addressed are:

- 1) Safety. What is the probability of leaks or explosions? What do EPA and OSHA have to say about the safety record of Crop Productions Services?
- 2) Crime. Anhydrous ammonia is used to make meth. Will this facility attract a dangerous and mentally unstable criminal element to the area, who may also decide to invade nearby properties in addition to attempting to steal ammonia to make their drug? Will an attempt to steal ammonia create a leak or otherwise unsafe situation?
- 3) Pollution. Even if air and water pollution were within acceptable limits, the light and noise pollution is also to be considered as a factor seriously affecting the quality of life in this area.
- 4) If this facility becomes a reality, what effect will it have on property values? Many of us are "plain old regular folks" who worked hard and scrimped and saved to be able to afford a modest home in the country. Those who would no longer have a peaceful, quiet existence out here, those who would no longer feel safe out here, they would need to move--and how much of our hard-earned equity in our present homes would evaporate?
- 5) This rezoning could set a precedent for other Agricultural Preservation land to be rezoned. When we moved out here, we felt that the ag preservation zoning was sort of a promise from the county that something like this proposed facility would never happen. If this sounds like NIMBY (Not In My Back Yard), well, yes, that is exactly what A-P is. If we were okay with a bright lights, loud noises, and a very real risk of danger right next to our house, we would still be living in town.

Maybe some of these fears are unfounded, and maybe they're not. As of this writing, we don't know. We will have to wait until the hearing to gather more information. In the meantime, it is excruciatingly difficult to not know whether we (and others) are going to lose a large amount of the physical assets and emotional health that we worked so hard to achieve. We are just trying very hard to focus on counting the blessings we still have and continuing to help those less fortunate than us while we are still able to do so.

KJ Rebarcak
17860 290th St.
Long Grove, IA 52756

TO: Scott County Planning and Zoning Commission
FROM: Anne Armknecht, 17720 290th St. Long Grove, IA
DATE: September 16, 2012
RE: Rezoning Request of 5 acres on St. Ann's Road

I am writing today to express my strong opposition to the request of Crop Production Services and Burnette B. Martin Life Estate, Property Owner, to rezone 5 acres located on the North side of 290th St./St. Ann's Road, approximately 1/3 mile west of Scott Park Road. They have requested the zoning be changed from Agricultural Preservation to Agricultural Service Floating Zone.

Crop Production Services plans to develop and operate a 30,000 gallon anhydrous ammonia fertilizer storage and retail distribution facility at this site, which is located approximately 1600 feet from my property, and less than 650 feet from 2 other property owners.

Tim Huey was quoted on Channel 6 news as saying this type of facility should be "remotely located." I could not agree more. However the proposed site is anything but remote. This neighborhood is made up of at least 8 other non-farming homes within a 1/3 mile radius. Within 1/2 mile is the north entrance to Scott County Park, and the Dan Nagle Pioneer Village, visited by hundreds of children annually. The proposed site to be rezoned is also between the Old St. Ann's Church and the new St. Ann's Church, which is a well known road for bicyclists, church goers, and tourists/campers going to and from Scott County Park. It is also on a school bus route. The addition of anhydrous carrying vehicles to this road, where safety dictates that they drive no more than 25mph carrying toxic chemicals, is an accident waiting to happen, the magnitude of which could expose our wells, homes and environment to toxic chemicals.

Additional dangers exist if this rezoning request is approved. The proposed site sits uphill less than 500 feet from McDonald Creek and directly across the street from a tree farm. The proposed entrance is located exactly across the street from the Allen and Nancy Phelps home, whose driveway is at a steep downhill slope. If a spill would occur it would trap them in their home as they have no other means of egress. In addition, the proposed driveway is located near the top of a blind hill which increases the likelihood of an accident resulting in a toxic spill enormously.

There is no doubt that this proposed facility will decrease property values, decrease the safety of motorists, and create noise and light pollution for many homeowners. In addition the safety concerns related to theft of anhydrous by meth making drug dealers preying on our neighborhood is very real. Verbal assurances from Crop Production Services of their safety are not enough!

By denying this request you will be making the statement that you value the safety of Scott County residents over the profit needs of an international company. Scott County made a good decision in its comprehensive plan to designate this land as agricultural preservation. The reasons for this designation have not changed. Please do not turn your back on the Scott County land use plan.

There are already many businesses in the area where anhydrous may be purchased, including but not limited to the areas of DeWitt, Eldridge and Grand Mound. In addition, other more remotely located sites exist in northern Scott County that are less populated, less traveled, and not environmentally sensitive where this business could operate.

I urge you to deny this rezoning request. And I thank you for your thoughtful consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne Armknecht", written in a cursive style.

Anne Armknecht
17720 290th St.
Long Grove, IA 52756
(319) 330-8373

I would like to express concerns I have for the rezoning of 5 acers of land in Butler Township for an anhydrous ammonia fertilizer storage facility. Is there time for the public to address the Commission at this hearing.

Michael Feldpausch

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17860 290th STREET. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
- Toxic run off onto adjoining properties.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Risk of leaks or explosions. Company has a history of EPA/OSHA.
- Noise, water, air, and light pollution emissions from increased truck and tractor traffic.
- Increase need to "light" up this area will decrease our pleasure of the beautiful night skies we moved to the country to see. (Will need an enormous amount of lighting for security.)
- Increased risk for theft and assault in the neighborhood as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park less than a mile from proposed site, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner/user of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists and traveled by families year round.
- I do not want my property values to decrease which has happened in other areas where these type of facilities have been allowed to constructed.

We live in this area to be away from distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely,



TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

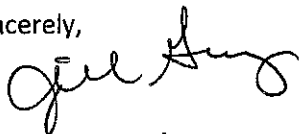
I live at 17726 290th St Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,


JILL GRAY

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 29633 170th AVE, Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

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Sincerely,

 Pam Slater

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17720 290th St - Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Anne Armknecht


TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17145 290th St. Long Grove, Ia. 52756. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Claeys Family Trust
Rita Claeys

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 28755 162nd Ave. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Beverly A. Seghers

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

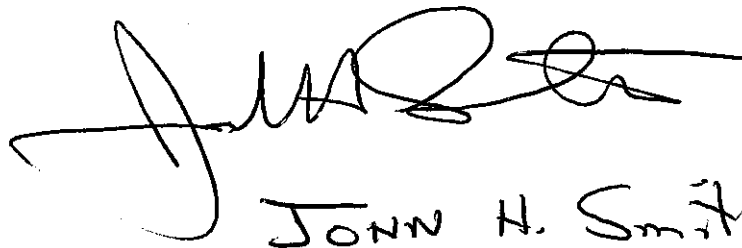
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Sincerely,


JOHN H. SMITH

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17030 293rd St. Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Rick & Susanne Edwards

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17125-293rd St. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Mary & Dan Jennings

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 29330 172nd AVE. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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We live in this area to be away from distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely,

Bill E Myers

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 16905 290st. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
- Toxic run off onto adjoining properties.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Risk of leaks or explosions. Company has a history of EPA/OSHA.
- Noise, water, air, and light pollution emissions from increased truck and tractor traffic.
- Increase need to "light" up this area will decrease our pleasure of the beautiful night skies we moved to the country to see. (Will need an enormous amount of lighting for security.)
- Increased risk for theft and assault in the neighborhood as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park less than a mile from proposed site, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner/user of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists and traveled by families year round.
- I do not want my property values to decrease which has happened in other areas where these type of facilities have been allowed to constructed.

We live in this area to be away from distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely, *Michael L Feldpausch*
Gari Feldpausch

The intersection of Scott Park Rd. and 290st is on a hill and a curve in the road. There have been a number of wrecks at this intersection, possibly due to limited sight distance. With an increase in truck and tractor traffic this intersection that serves Scott County Park and Glynn's Creek Golf Course would become much more dangerous. There is also quite a bit of bicycle traffic on 290st that would be at higher risk with an increase of truck traffic. I think a lot on a flat, straight road would be less dangerous for this type of operation.

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 28840 Scott Park Rd. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

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- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
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- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner/user of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
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Sincerely,

Hildebrandt

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17200 293rd St Home Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
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- There are many non-farming homes within eye sight of the proposed development.
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Sincerely,
All of the above
Jan F. L.

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

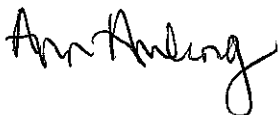
I live at 29199-176th Ave Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

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- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
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Sincerely,



November 15, 2012

Dear Sir or Madam:

I am writing regarding the proposed change in zoning that would permit an anhydrous ammonia storage and retail distribution facility to be built on 290th St./St. Ann's Road. My husband and I live just 670 feet to the west of the proposed site. We and many of our neighbors are absolutely astonished that Crop Production Services (CPS) and Dean Marten (under the guise of "Burnette B. Marten Life Estate") are trying a second time to get the rezoning approved.

Many of us went through a considerable amount of strife, developed emotional and physical ailments, had to take time off of our jobs, and in general suffered great disruptions in our lives back in September during the first rezoning attempt. Apparently CPS, Mr. Marten, and the Scott County government officials we have spoken with either are not aware of this or do not care. CPS representative Terry Harris seems to think that it was wise to withdraw their application in September in order to more fully address the public's opposition. However, for CPS to withdraw their application and then reinstate it two months later feels to us like they have torn open a freshly healed wound and are now rubbing salt in it.

I have a copy of the 2008 Scott County Comprehensive Plan. It states that the Land Use Policy has four goals, all four of which are called into question by the rezoning attempt:

1. "Protect and conserve the natural, human, and economic resources which are the basis of the agricultural economy and rural lifestyle of Scott County." This rezoning would do anything but protect the human resources that are the basis of the rural lifestyle of Scott County.
2. "Ensure orderly and efficient growth of residential, commercial, industrial, public, and semi-public land while maintaining the general welfare of County residents." This rezoning attempt shows blatant disregard for maintaining the general welfare of County residents.
3. "Ensure a decent home and suitable living environment for all families, present and future, living in Scott County." We have decent homes and suitable living environments right now; building an anhydrous ammonia facility so close to us would destroy that, rather than ensure it.
4. "Encourage cooperation and communication among the County, other units of local government, and the general public to improve human development, economic development, and ecological preservation." If the County is so concerned about cooperation and communication, why did it give us residents only 11 days' notice before the Sept. hearing would have taken place, and why is this being shoved down our throats a second time?

I also take issue with some of the County's Land Use Policies:

1. "Scott County recognizes and accepts that normal agricultural and environmental nuisances occur with rural living." We have lived here 12 years. We know what normal nuisances are. An anhydrous ammonia facility with its light pollution, possible crime issues, and safety issues is NOT a NORMAL nuisance.
2. "...guidelines for reviewing proposed new development in the rural unincorporated area of the county...on marginal or poor agricultural land..." Dean Marten caused that land to become poor agricultural land through his repeated abuse of it over the years. Also, in the time between the two rezoning attempts, I personally witnessed on more than one occasion a truck coming in and dumping debris onto the site after the sun went down.

3. "...to discourage sprawling and unplanned scattered development..." It may be planned, but it is definitely sprawling and scattered. Why not locate the facility on the edge of a town, where many such facilities are located? Why disrupt a quiet rural area?
4. "...where it can be shown there is a recognized need for such development..." There are plenty of nearby places already for farmers to get their anhydrous ammonia. They're just not CPS facilities. The only "need" here is pure greed on the part of CPS and Dean Marten.

I also have an issue with Scott County Planning Director Timothy Huey's comments in the media, both in September and now. He stated in the Sept. 12 *North Scott Press* that "You wouldn't want (a facility like this) in Eldridge or Park View." He also has repeatedly said in interviews that the facility needs to be located "away from residences." And yet again, on the Channel 4 news last week, he stated that "This is in a remote area of the county..." Well, maybe it's remote to him, but it certainly isn't to us. Does this mean we rural residential people are considered expendable? We are being made to feel as though we aren't human beings, but disposable items that are just getting in the way.

Mr. Huey also repeatedly states that the facility will only be operating during part of the year. That is completely irrelevant to us. Are the tanks and the buildings and the lights going to magically disappear during the rest of the year? That place will be a threat to our safety, a magnet for crime, a source of pollution, and a huge detriment to our quality of life, 24 hours a day and 365 days a year.

The majority of us in this area are not farmers, and definitely not wealthy. The owners of the farmland live in other cities. We are families with houses and yards, just like the people who live in the towns. Many of us are "plain old regular folks" who worked hard and scrimped and saved to be able to afford a modest home in the country. Those who would no longer have a peaceful, quiet existence out here, those who would no longer feel safe out here, they would need to move--and how much of our hard-earned equity in our present homes would evaporate? Could we even sell them at all?

CPS and Dean Marten, and Scott County if it allows this rezoning attempt to progress, are sending a message loud and clear that the American Dream is an illusion that can be stripped away at any time by the whim of a government, a corporation, or an individual.

Thank you for your time.

Sincerely,



KJ Rebarcak
17860 290th St.
Long Grove, IA 52756

From: pamsqu@aol.com [mailto:pamsqu@aol.com]

Sent: Wednesday, November 14, 2012 5:15 PM

To: PD Mail Box

Subject: zoning hearing tuesday nov 20th for the crop productin services

Timothy Huey Director

I am very confused we were told that the zoning for the Crop Productions Services applicant and Burnette B Marten Life Estate Property owner to rezone 5 acres on the north side of 290th street/St Anns road had been withdrawn

Now our neighbors again tell us that his issues has been reopened and a new meeting is scheduleed for Nov 20th

My husband and My self are very opposed to this rezoning

I'm sure there are much better areas where this crop production service center could be located away from wildlife fresh water farming community where milk cattle are milked day and where the road way would be safer for these tanks to be.. St Anns road is a busy road with many school children travel as well. There are no shoulders on this road and this is an accident just waiting to happen

We live at 293st in the housing edition just west of this property if wind is from the right direction we could have some serious Resp issues in our neighborhood

Thanks Pamela and Craig Looney

November 13th, 2012

Scott County Planning & Zoning Commission

500 West Fourth Street

Davenport, IA 52801-1106

Re: Request to Rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

We just recently purchased a 200acre farm located across from the proposed rezoning site. Our property would line is on the south west corner and adjacent to the proposed site with a legal description of NE ¼ of NE ¼, of South ½ of NE ¼ and North ½ of Southeast ¼ of Section 24, Township 80 North, Range 3, East of the 5th PM. We are opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

One of the main reasons we are opposed to the request is that when we were interested in purchasing the property we reached out the zoning commission and we were told that the rezoning proposal was withdrawn. This information led us to continue negotiations with the buyer and we came to an agreement in more than a \$1,000,000 farmstead. Now that we have purchased the property, we feel that the land values and prices that we just paid are extremely high as the land value is only going to decrease if this anhydrous ammonia distribution and storage facility is built.

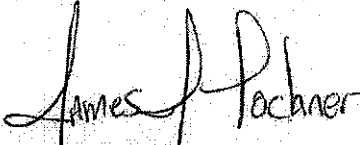
Other reasons we are opposed to this request include the following:

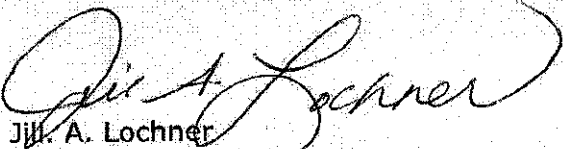
- 1) There is already very high traffic on this road
- 2) The hidden driveway on the top of the hill is not safe
- 3) The driveway is located in a NO passing zone
- 4) This is a busy school bus route
- 5) Toxic run off into our adjoining property
- 6) Toxic run off into the ground water source proposing a health threat
- 7) Increased risk for theft and assault at those seeking to make methamphetamines

- 8) This is an access road to Scott County park which drives many bicyclists, joggers, and walkers
- 9) Decreased land values for all farms/home near the storage facility.
- 10) Nearest ammonia distribution facility At River Valley FS in Eldridge within 7 miles of this location. **See Appendix #1.**
- 11) CPS already has multiple locations throughout Eastern Iowa. These locations include Preston, Iowa and Wyoming, Ia. **See Appendix #2.**
- 12) Other CPS locations are available in Illinois including:
 - Geneso, IL: Within 40 miles
 - Viola, IL: Within 44 miles
 - New Boston, IL: Within 60 miles
 - Galesburg, IL: Within 62 miles

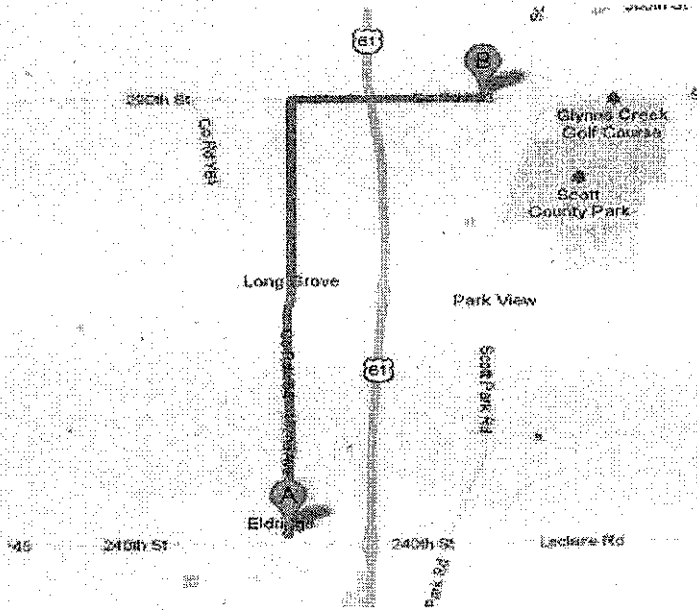
We recently purchased our property on 290th Street because we wanted to be away from retail businesses as well as contribute to the farming community. Scott County has done a good job and managing their zoning request to preserve Agricultural practices and we believe there are other more suitable and safe sites where this site could be proposed.

Respectfully,


James J. Lochner 11/13/2012

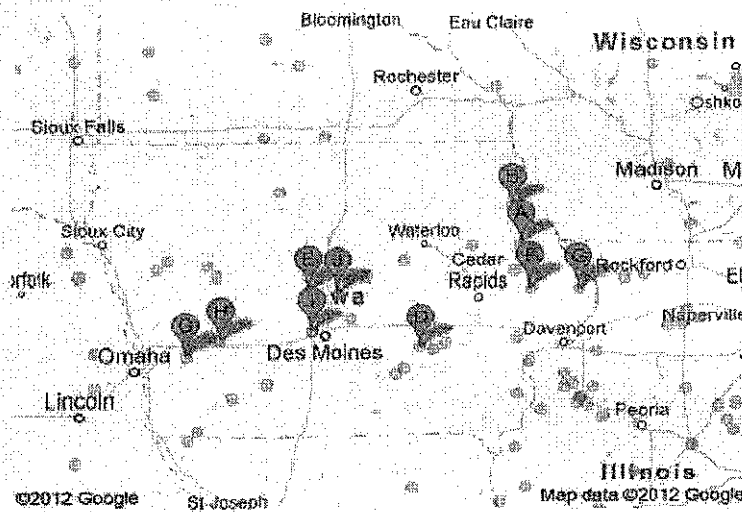

Jill A. Lochner 11/13/12

Appendix #1: River Valley FS to proposed zoning site is 6.7miles:

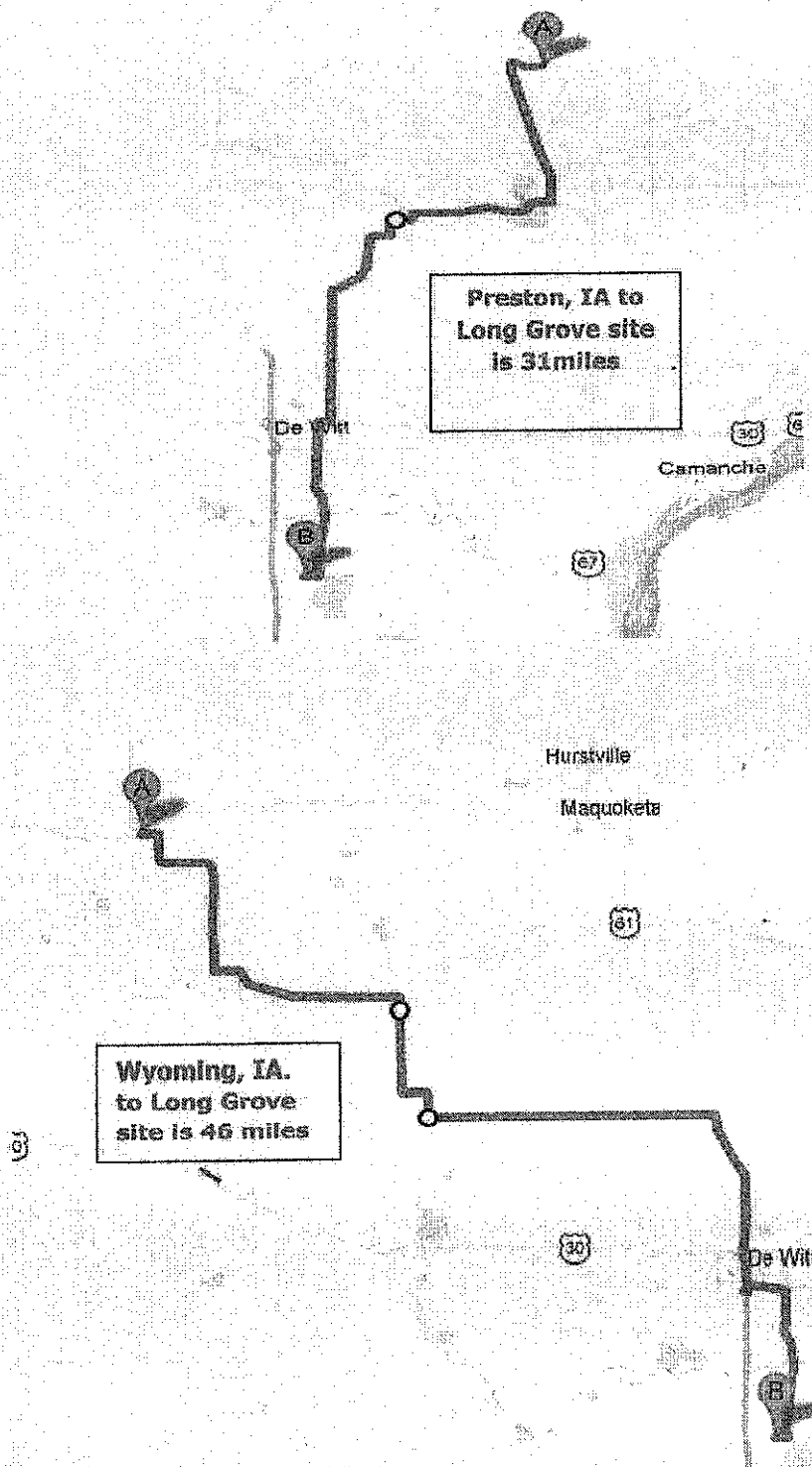


Appendix#2: CPS already has numerous locations throughout Eastern Iowa

Map for Crop Production Services Iowa



Preston, Iowa current CPS location is only 31.6 miles to the proposed site. And Wyoming, IA is within 46 miles of the proposed site.



November 12, 2012

To: SCOTT COUNTY PLANNING AND ZONING COMMISSION

My name is Al Pawloski. My wife and I live in the city of Long Grove. We have a son and his wife and their two young children who live in Park View. Our daughters family and my wifes parents, live in Eldridge. Prior to us all relocating here from Joliet, Ill., about six years ago, we spent a great deal of time trying to find a safe, rural community. We found that, here in Scott county.

I am retired after 40 years of service with the Elgin Joliet and Eastern Rwy., retiring as Manager of Operations. During my career, I had the opportunity to attend several weeks of First Responder HAZMAT training at the Association of American Railroads testing facility near Pueblo Co. Naturally some of that training dealt with the unintentional release of anhydrous ammonia.

The possible devastation caused by a release of anhydrous ammonia to the surrounding populated area of the proposed facility, I believe, is too great to be ignored.

There are two grade schools and several pre-schools all within a radius that, depending on weather conditions at the time of a release, could easily be affected, along with the general population of Long Grove, Park View and the other outlying homes.

An ammonia cloud can remain on or near the ground for a very long time and slowly creep across our community, leaving serious injuries and death in its path.

These are our babies, our children, and our neighbors, that you will be putting in harm's way should you allow this facility to be built so close to us.

Attached, for your review, are several newspaper articles , downloaded from the internet, all of which detail incidents from different Crop Production Services plants in the United States. These vary from releases caused by attempted theft of ammonia by people wanting it for the production of meth, to human error by employees, during the transferring of ammonia to and from storage tanks to trucks, and by vandalism. Please note the article from the Concordia (Kansas) Blade Empire wherein it describes why the Concordia City Commissioners voted to deny Crop Production Services to relocate one of its sites. CPS simply wanted to move its location 800 feet! The transcript reads that if there were to be a leak with a slight wind the cloud could reach the nearest home in 6.7 seconds. "There would be no time to warn the homeowner". A representative of Crop Production Services, a Mr. Nathan Barnes agreed with that scenario. At that same meeting, Concordia Mayor Greg Hattan stated that if CPS moved its facility out into the county, it would be more likely for people to steal it for drug use.

Al Pawloski, 517 W. Main St., Long Grove, IA.

Attachments

Rankin men charged for stealing anhydrous ammonia

Thu, 10/25/2012 - 12:55pm | [Will Brumleve](#)

Photo by: Will Brumleve/Paxton Record

An anhydrous ammonia tank at a fertilizer facility south of Loda.

RURAL CISSNA PARK — Two Rankin men remained jailed Thursday in Iroquois County for allegedly stealing anhydrous ammonia from a fertilizer storage area southeast of Cissna Park.

Chris M. Hofbauer, 29, and Dewey Couch Jr., 52, who both listed the same address in the 300 block of East Fifth Street in Rankin, were charged Monday in Iroquois County Circuit Court with multiple felonies in connection with the theft of anhydrous ammonia on Friday, Oct. 19, at Crop Production Services, 289 N. 1700 East Road.

Sheriff Derek Hagen said deputies had been watching the facility in an effort to curb a recent increase in the theft of anhydrous ammonia, an ingredient commonly used in the illegal production of methamphetamine.

Hagen said that shortly before 10 p.m. Oct. 19, deputies saw a vehicle enter the facility's lot, and a man exited and walked up to an anhydrous ammonia tank. The man, later identified as Hofbauer, then got on top of the tank and filled a container full of the liquid fertilizer.

Deputies approached Hofbauer as he was walking back toward the vehicle.

"The subject then jumped into the vehicle and took off," Hagen said.

A seven-minute chase ensued, with speeds reaching in excess of 76 mph.

Hagen said Couch was driving the vehicle, a 1995 Geo Tracker, and tried eluding police by going through a field. However, the mini sport utility vehicle ended up getting stuck by some railroad tracks.

Both men then allegedly tried to flee police on foot. Hofbauer was apprehended immediately, Hagen said, and Couch was found several hours later by Vermilion County sheriff's deputies as he was walking toward Rankin.

"Based on the description and the vehicle owner, Vermilion County knew who they were looking

for,” Hagen noted.

As of Thursday, Couch and Hofbauer both remained at the Iroquois County Jail, with bond set at \$25,000 for Hofbauer and \$30,000 for Couch.

Couch and Hofbauer were charged with one count each of unlawful possession of anhydrous ammonia, a Class 1 felony, and unlawful possession of anhydrous ammonia in an unauthorized container and tampering with anhydrous ammonia equipment, both Class 3 felonies.

Couch was charged additionally with aggravated fleeing or attempting to elude a peace officer, a Class 4 felony.

On Tuesday, both appeared in court and were appointed public defenders. Arraignment was set for Nov. 29 for Hofbauer and Nov. 20 for Couch.

Hagen said the container filled with liquid anhydrous ammonia that was stolen from the facility was thrown out of the vehicle during the chase. The plastic container was destroyed upon impacting the ground, Hagen said, noting the extreme cold temperature of the liquid made the container brittle.

Hagen said the vehicle was inventoried, and there were no items found that were associated with methamphetamine production.

These were the second and third arrests made this month in connection with the theft of anhydrous ammonia in Iroquois County. Jarrod C. Burton, 19, of Hoopeston, was arrested on Oct. 8 on a warrant for unlawful possession of anhydrous ammonia and tampering with anhydrous ammonia equipment. Burton has pleaded not guilty, and a pretrial hearing is set for Nov. 2.

Hagen said the frequency of anhydrous ammonia thefts is starting to increase in Iroquois County. He said problems were at an all-time high from about 2003 to 2007 but then seemed to die down after more than a dozen people from the county were sentenced to prison on methamphetamine-related charges.

“But I would say in the last three to four months, we’ve been getting notifications from fertilizer plants that they’d been having tanks tampered with, so it’s picked up a little bit the last few months,” Hagen said, “but it’s no where near it was five, six or seven years ago.”

Published in the Concordia Blade-Empire on Mar. 3, 2011.

Commission votes against anhydrous ammonia storage facility

By Jessica LeDuc
Blade staff writer

Almost an hour of discussion couldn't change the minds of three Concordia City Commissioners as they voted down a zoning application for an anhydrous ammonia storage facility Wednesday night.

Crop Production Services had applied to have property rezoned at 112 Willow to relocate its anhydrous storage tanks 800 feet from its current location, which is landlocked between two railroads. The Concordia Planning Commission approved the zoning change from I-1 to I-2 (heavy industrial). Because a protest petition was signed by homeowners in the area, the City Commission needed four votes to approve the change.

When the vote finally happened last night, those four votes weren't there. Darrel Hosie, Gary Fraser and Charles Johnson cast the dissenting votes.

To explain the situation, Nathan Barnes with CPS said the move was coming at the request of both railroad companies.

"Pending approval we'd like to move our facility to a more secure safer site," Barnes said. "Safety is what we're all about."

Barnes said CPS follows all state and federal safety requirements. If the storage site were moved, he said a leak detection system would be installed. The system he prefers would make a phone call to up to four individuals if a leak is detected. Another condition that CPS met in its site plan was 24-hour surveillance.

"I want this thing to be monitored all the time," Barnes said. "This brings more safety and security to the community. I don't like these 'methheads' taking this stuff just as much as anybody. To be able to stop it (with surveillance), that's a plus in my opinion."

Currently, Barnes said, the storage tanks are landlocked by two sets of railroad tracks, which means a fence cannot be installed. If the site were relocated, a six-foot tall fence would be installed.

"The new site would be much safer," he said.

Hosie said while he appreciates the effort of CPS to make the site as safe as possible, accidents do happen. If a tank were to leak and there was a slight wind out of the southwest, the cloud of anhydrous would reach the closest house in 6.7 seconds. There would be no time to warn the homeowner, he said.

Barnes agreed with Hosie, but said the tanks are equipped with shut-off valves that will only allow a certain amount of anhydrous to be released.

"The current situation is not good," Hosie said. "If it's necessary to move the tanks, we need to look at a location that's more isolated from homes."

Fraser said he agrees with Hosie, and said a cloud of anhydrous could travel four or five blocks in a short period of time if there were a leak.

During public comments earlier in the meeting, Retta Waite spoke out against the proposed move. She had circulated a protest petition and had all but two homeowners in the area who signed it.

She said those in the area are concerned for their safety, especially if there should be a leak at the facility.

"If you play with fire long enough, you're going to get burned," Waite said. "I ask you to stand with the community members who have signed the petition and say no to this plant."

Mayor Greg Hattan and Commissioner Marsha Wentz both questioned whether anyone had complained about CPS's current location. Barnes said no one had.

Hosie said he recognizes the importance of anhydrous ammonia to the farming community, but the issue he struggles with is the safety of citizens. Fraser said he agrees.

"I hate to see you have to move and not go to that site," Fraser said. "But I agree with Darrel, it's a safety issue. I'm not sure you can get far enough away with the site to protect everyone."

Hattan said if CPS changes locations, it will afford citizens more protection than they currently have. If the storage facility were moved out into the county, he said, it would be more likely for people to steal it for drug use. Anhydrous is a key ingredient in the production of meth.

"I can't say it's perfect, but it's (the new location) better than what we've got," he said.

Hosie asked Hattan if he would like the anhydrous storage 200 feet from his house. Hattan said if there is a leak, his business, at 501 Washington, could be affected.

"Well, I don't want it 200 feet from my house," Hosie said.

After discussion over what action needs to be taken, Johnson made a motion to approve CPS's rezoning request. The motion failed on a 3-2 vote, with Johnson, Hosie and Fraser voting against it.

In other business, the Commission approved a resolution of intent to undertake a Tax Increment Financing project in the south development. City Manager Larry Uri said the resolution does not commit the city to doing a TIF project, but leaves the possibility that it can use TIF funds to pay for dirtwork needed for commercial development in the area surrounding the proposed dam.

The areas to be developed are along College Drive, and will be used for the proposed Womack Sunshine Ford Kawasaki dealership, retail space and the parking lot for Cloud County Community College.

The Commission also approved a contract for \$243,043 with KLA Environmental for the next phase of the flood control project. Before approval, Johnson asked if there had been a design for the area that did not include a pool of water. Uri said he would ask Frank Mercurio, KLA engineer, and have an answer at the next meeting. The Commission also approved a low bid of \$191,473 from Ballou Pavement Solutions, Salina, for slurry seal and resurfacing of 40 blocks of city streets.

A contract with Campbell and Johnson Engineers for engineering work on the replacement of the Fire Department's north driveway was also approved. For \$8,080, Campbell and Johnson will perform engineering design, construction engineering and staking for the project.

After a 20-minute executive session for preliminary discussion of the acquisition of real estate, which included Uri and Kirk Lowell, the Commission adjourned.

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6/25/2011 11:32:00 AM

Three held in anhydrous theft

Ryan Carter
Assistant Editor

Three Scioto County residents are being held in the Fayette County Jail for attempting to steal anhydrous ammonia from Crop Production Services on Thursday.

Larry R. Neal, 32, of McDermott, Brittany A. Call, 19, and Gordon D. Snyder, 35, both of Lucasville, have been charged with breaking and entering, attempted theft of anhydrous ammonia, and possession of criminal tools.

At around 2:50 a.m. Thursday, the Fayette County Sheriff's Office received reports of suspicious activity at Crop Production Services, 4111 McKillip Road, near Jeffersonville.

"Deputies responding to the area observed a suspicious vehicle traveling in the area of McKillip Road... at one point stopping at the closed business," Sheriff Vernon Stanforth said. Deputies stopped the vehicle and found three people inside while other deputies checked the area of the business.

"Deputies discovered that two anhydrous ammonia tanks at Crop Production Services had been tampered with in an apparent attempt to obtain anhydrous ammonia," Stanforth said. "Further investigation led to the recovery of propane tanks and hand tool items inside the suspect vehicle... items consistently used in the unlawful obtaining of anhydrous ammonia."

Anhydrous ammonia is commonly used by drug dealers and users to manufacture the illegal drug, methamphetamine.

Authorities also found that the driver of the vehicle, Neal, is not licensed to drive a vehicle because his license is currently suspended by the Ohio Department of Motor Vehicles. All three people in the vehicle were found to have outstanding arrest warrants from Pike, Highland and Fayette counties.

"Employees of Crop Production Services responded to the business, checked the tanks and confirmed that tanks at the business had been tampered with, but theft of the anhydrous ammonia was apparently unsuccessful," said Stanforth.

The suspects' vehicle was towed from the scene and Neal, Call and Snyder were arrested and taken to the Fayette County Jail. All three were arraigned in Washington C.H. Municipal Court on Friday.

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2/7/2011 9:52:00 AM

Three arrested, one hospitalized in anhydrous theft

Ryan Carter
Assistant Editor

Three Scioto County residents were arrested early this morning for the alleged theft of anhydrous ammonia from the Crop Production Services plant near Jeffersonville.

Shortly after 1 a.m., Fayette County Sheriff's deputies found two people leaving the lot of the business, 717 Robinson Road. "The subjects were in possession of a propane tank containing anhydrous ammonia," said Sheriff Vernon Stanforth.

Anhydrous ammonia, used as an agricultural fertilizer and industrial refrigerant, is also a key ingredient in the illegal production of methamphetamine.

The offenders were identified as Jason A. Cochran, 33, of Portsmouth, and Melissa D. Vasser, 34, of West Portsmouth.

Following the arrest, deputies noticed a strong odor of anhydrous ammonia on Cochran's person and he told deputies that he suffered burns from the anhydrous ammonia during the theft, according to Stanforth. Fayette County EMS was called to the scene to treat Cochran.

After Cochran and Vasser were apprehended, a white Volkswagen Golf vehicle was stopped by deputies a short distance from the business. The driver of the vehicle, Danny R. Pyles, 61, of Sciotoville, aided Cochran and Vasser in the theft by providing transportation, Stanforth said.

Pyles was also taken into custody and his vehicle was impounded.

Cochran was taken by Fayette County EMS to the Fayette County Memorial Hospital for treatment of his injuries and was later transferred to the Ohio State University Medical Center in Columbus for additional medical care.

Vasser and Pyles were taken to the Fayette County Jail and incarcerated, charged with theft of anhydrous ammonia, illegal assembly/possession of chemicals used in the manufacturing of drugs, and breaking and entering. Charges are pending against Cochran.

"Deputies were on scene at Crop Production Services until approximately 6 a.m. awaiting the arrival of a Haz-Mat cleanup crew for the evaluation and disposal of the chemical," said Stanforth.

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Anhydrous leak causes problems

Toxic cloud in Washington's west end

Updated: Tuesday, 25 Jan 2011, 6:22 PM EST

Published : Tuesday, 25 Jan 2011, 6:22 PM EST

- Mike Grant

WASHINGTON, IND. (WTHI) - Firefighters in Washington, Indiana had some tense moments late Monday night after an attempt to steal anhydrous ammonia sent a toxic cloud into a neighborhood.

Officials say the leak happened at Crop Production Services in Washington's west end.

Firefighters say someone trying to steal anhydrous left a valve open.

A firefighter did manage to close the valve but not before a low hanging toxic cloud filled the neighborhood.

That prompted firefighters to tell people to stay in and shut down their furnaces.

"It was a bigger release that we'd had," said Washington Fire Chief Dave Rhoads, "and we had some complaints from the nearby neighborhood that they had the smell coming into their houses so we had to address that situation."

The Fire Department was able to resolve the situation with no one getting injured.

Washington Police are now investigating the incident.



Ammonia leak prompts evacuations

GateHouse News Service

Posted Nov 04, 2010 @ 10:02 PM

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SCIOTA — A leaking anhydrous ammonia tank forced the evacuation of some residents and high school students Wednesday in northern McDonough County.

No injuries were reported as a result of the tank leak, which affected about 200 students, 25 teachers and a dozen staff members at West Prairie High School.

At about 9:30 a.m. area police and firefighters were called to Crop Production Services.

Macomb Fire Chief Andy Taylor said the leak was in a 30,000-gallon bulk storage tank. A driver filling a smaller tank drove away with the vapor line still hooked up.

Police began going door-to-door to evacuate the eastern half of Sciota and homes in adjoining areas, including two miles of Illinois Route 9. West Prairie High School was also evacuated, and students were taken by bus to the middle school in Colchester.

The leak was capped at 10:50 a.m., and students soon were put on buses to head back to school.

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Preble County, Ohio Prosecutor's Office *Martin P. Votel, Prosecuting Attorney*

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Camden man, Robert Wallace, Sentenced for Attempt to Steal Anhydrous Ammonia

Published on April 30th, 2010

Summary

Wallace receives community control with local incarceration for attempting to steal anhydrous ammonia, a common agricultural fertilizer used to make methamphetamine.

It was January 6, 2010 at 3:20 in the morning. Temperatures were freezing. Dep. Paul Plaugher of the Preble County Sheriff's Office was doing a routine business check at Crop Production Services, an agricultural co-operative near Camden, when he smelled the strong odor of anhydrous ammonia. As he approached the ammonia storage tanks, he saw a hose running from one of the tanks into a smaller propane tank – he saw two men running from the tanks towards the railroad tracks which abut the property. Dep. Plaugher gave chase and caught Robert Wallace of Camden as he stumbled on the railroad embankment. Wallace at first claimed he was "taking a night walk." He then claimed to have been walking his dog, though the deputy saw no dog and the snow-covered ground revealed only the tracks of Wallace and a second man, whom Wallace claimed he did not know. The state was unable to accurately identify or prosecute the second suspect.

Methamphetamine is an all-too-common illegal drug of abuse in Preble County. It is unique in that it can be manufactured by those with the appropriate knowledge using pseudophedrine (cold medicine) and ordinary household products. One of the needed ingredients is anhydrous ammonia, an agricultural fertilizer. Because of this, it is now a felony offense in the State of Ohio to steal anhydrous ammonia or to possess it with the intent to manufacture methamphetamine.

The defendant was not successful in stealing the ammonia thanks to the actions of the officer. Accordingly, he entered a plea of guilty to one count of "Attempted Theft of Anhydrous Ammonia" (R.C. 2023.02(A)), a felony of the fourth carrying a maximum penalty of eighteen months in prison and a maximum fine of \$5,000. On April 30, 2010, Judge David N. Abruzzo of the Preble County Court of Common Pleas sentenced the offender to three years community control with a specific sanction of one hundred twenty (120) days of local confinement in the Preble County Jail. The defendant will be permitted to avoid sixty (60) days of his incarceration if he performs two hundred (200) hours of community service within one year of sentencing, and further, will be permitted to serve his remaining sixty day in intermittent confinement (e.g. weekends) upon verification of employment. The State of Ohio had recommended community control and six months of local incarceration based upon the nature of the offense, and the fact that the defendant – at thirty-eight years of age - had only a minor, misdemeanor criminal history.

Prosecutor Martin P. Votel: "As this case demonstrates, each and every aspect of methamphetamine production is a crime in the State of Ohio. If you steal anhydrous, shop for pseudophedrine pills, allow people to use your home or property for a meth "cook", or assist a "cook" in any way, you have committed a serious crime, and may be facing a mandatory prison term. This case also high-lights the true value to our community of our trained and conscientious law enforcement officers –Dep. Plaugher is to be commended for his actions in this case."

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Woman sues fertilizer giant for anhydrous ammonia leak

Updated: Sunday, October 25, 2009 12:04 AM

Suit claims \$48K in expenses, loss of income, suffering

By PHIL WRIGHT

East Oregonian

An Athena, Ore., woman is suing one of North America's largest fertilizer producers because of an anhydrous ammonia leak two years ago.

Stacey Hetterley wants Agrium U.S., subsidiaries Crop Production Services and Western Farm Services and a lone employee, Joey L. Edgmand, to collectively pay no more than \$48,000 for her medical expenses, loss of income and "pain, suffering fatigue, loss of sleep and loss of energy" because of an accidental anhydrous ammonia leak in Athena two years ago.

Edgmand, working for Western Farm Services, had filled a truck with ammonia from a tank, but he allegedly drove off in the truck before disconnecting the filler hose, causing 1,800 gallons of anhydrous ammonia to leak.

Breathing small amounts of anhydrous ammonia can cause burning of the eyes, nose and throat. Higher doses of the vapor can cause coughing or choking. Exposure to high levels of anhydrous ammonia can cause severe health problems.

The leak prompted the Athena Elementary and Weston-McEwen High schools to evacuate 587 students during the morning. Highway 11 was also closed for an hour.

Authorities initially reported the leak injured one man. But Western Farm Service manager Dean Parker later said an ambulance took an employee to St. Mary Medical Center in Walla Walla, Wash., for observation, but the man didn't suffer injuries.

The East Oregonian newspaper wasn't able to contact Hetterley or her lawyer. The lawsuit was filed Sept. 30.

Cindy Andrews, spokeswoman for Agrium, said the company expected the lawsuit because the two-year statute of limitations was running out. Hetterley, she said, is understandably protecting herself.

Andrews also said Agrium has replanted grass and trees the anhydrous ammonia damaged, and the company is committed to working with Hetterley and everyone else the leak affected.

"We are absolutely following up all the way with the people we have impacted," she said.

"This is one we're still working with."

Agrium U.S. is a subsidiary of Agrium, based in Calgary, Canada. Agrium is a publicly traded company, employs about 11,000 people and reported almost \$11 billion in revenue for 2008.

Anhydrous leak under investigation in Henderson

By Staff Report

Originally published 11:30 a.m., May 20, 2009

Updated 11:30 a.m., May 20, 2009

HENDERSON, Ky. —Authorities evacuated two businesses Tuesday night after discovering a small anhydrous ammonia leak coming from a tank that appeared to have been tampered with, authorities said.

Anhydrous ammonia, a fertilizer used by farmers, is also a common ingredient in the illegal production of methamphetamine.

The incident happened shortly before 11 p.m. at Crop Production Services, 1229 Fifth St. No injuries were reported.

Henderson Police say a nurse tank had been tampered with, causing the leak. The Henderson Fire Department secured it a short time after the call came in.

Employees of the nearby Henderson County YMCA and The Gleaner were evacuated briefly, authorities said.

No one has been arrested and the case is still under investigation.

- Gavin Lesnick ([Follow Gavin on Twitter](#))



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TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

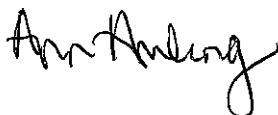
I live at 29199-170th Ave Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
- Toxic run off onto adjoining properties.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Risk of leaks or explosions. Company has a history of EPA/OSHA.
- Noise, water, air, and light pollution emissions from increased truck and tractor traffic.
- Increase need to "light" up this area will decrease our pleasure of the beautiful night skies we moved to the country to see. (Will need an enormous amount of lighting for security.)
- Increased risk for theft and assault in the neighborhood as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park less than a mile from proposed site, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner/user of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists and traveled by families year round.
- I do not want my property values to decrease which has happened in other areas where these type of facilities have been allowed to constructed.

We live in this area to be away from distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely,



TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

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Sincerely,

Hildebrandt

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

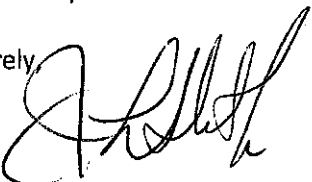
I live at 29633 170th AVE, Lone Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

 Pam Slater

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 29330 172nd AVE. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Bell E Myers

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 28755 162nd Ave. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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Sincerely,

Beverly A. Seghers

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

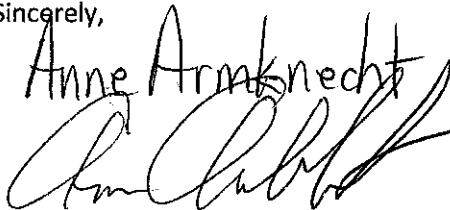
I live at 17720 290th St - Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

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- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Risk of leaks or explosions. Company has a history of EPA/OSHA.
- Noise, water, air, and light pollution emissions from increased truck and tractor traffic.
- Increase need to "light" up this area will decrease our pleasure of the beautiful night skies we moved to the country to see. (Will need an enormous amount of lighting for security.)
- Increased risk for theft and assault in the neighborhood as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area--McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park less than a mile from proposed site, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner/user of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists and traveled by families year round.
- I do not want my property values to decrease which has happened in other areas where these type of facilities have been allowed to constructed.

We live in this area to be away from distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely,

Anne Armknecht


TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17860 290th Street. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
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Sincerely,



TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

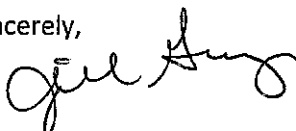
I live at 17726 290th St Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

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Sincerely,


JILL GRAY

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17145 290th St. Long Grove, IL. 52756. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

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- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
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Sincerely,

Clays Family Trust
Rita Clays

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 17030 293rd St. Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

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Sincerely,

Rick & Susanne Edwards

TO: Scott County Planning & Zoning Commission
FR: Concerned landowners and citizens

RE: Request to rezone 5 acres on St. Ann's Road

I live at 16905 290st. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/We want this zoning request denied (please check all that apply to you):

- Hidden driveway access on top of a hill.
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- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
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Sincerely, *Michael L Feldpausch*
Geri Feldpausch

The intersection of Scott Park Rd. and 290st is on a hill and a curve in the road. There have been a number of wrecks at this intersection, possibly due to limited sight distance. With an increase in truck and tractor traffic this intersection that serves Scott County Park and Glynn's Creek Golf Course would become much more dangerous. There is also quite a bit of bicycle traffic on 290st that would be at higher risk with an increase of truck traffic. I think a lot on a flat, straight road would be less dangerous for this type of operation.

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17125 293rd St.. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

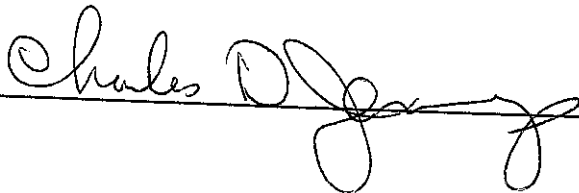
- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
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- This is an ecologically sensitive area--McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:



Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 1715² 293rd St.. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
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- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed

Angela J. Buettner

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17,200 293 on St. Ann's Road. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
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- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Cheryl Lund

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17,200 293rd St Long Grove, Ia. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

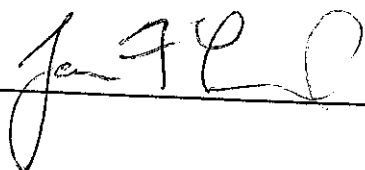
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PROPERTY VALUES:

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Signed:



Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17185 293RD ST bank blake. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

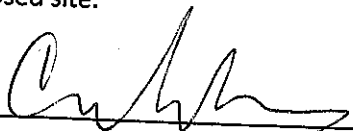
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Signed:



Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 29329 17th Ave, Long Grove I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

- Already a very high traffic county on this road.
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PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed: Keith Krambeck

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 29307 172nd Ave Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route — *I have children on this bus route*
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round. *I run this ROAD Regularly*
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed: _____



Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 29270-172nd Ave, L. Co.. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area--McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Pam W. Deibel

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17050 294th ST.

I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

 JIM HUMMEL

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17050 294th St. Long Grove, Ia 52756. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:


- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area--McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:


Kelley Hummel

500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17107 294th St Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other
- motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area—McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Sylvia Saust

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 1110 293rd Street. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

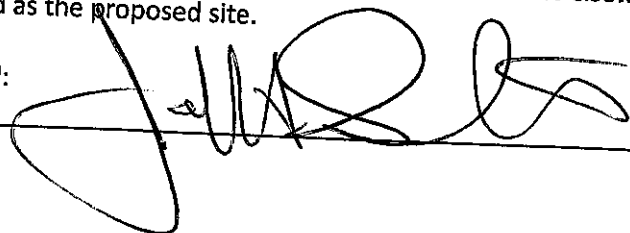
- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed: _____



500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17155 294th St. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

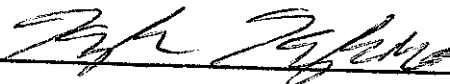
- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area—McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:



Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17168 293rd St. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

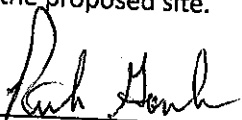
- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area—McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:



Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 29265 171ST AVE. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Harold E. Learn

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17120 2931st Street. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

David + Merri Leigh

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17125 - 293rd St. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area--McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed: _____

Randy Jennings

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: More reasons not to approve the application to rezone 5 acres on St. Ann's Road

Dear Scott County Commission,

I emailed a letter last Monday requesting the rezone of the parcel of land, approximately 5 acres on the north side of 290th Street/St. Ann's road, approximately 1/3 mile west of Scott Park Road, from Agricultural-Preservation (A-P) to Agricultural Service Floating Zone (A-Z) be **denied**. The property is legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

We were advised to send all information before the hearing, if possible. Following are more reasons that I have researched and found more concerns as to why this should not be approved:

- Our drinking water well is 340 ft from the road which means it is less than 400 feet from the proposed site.
- We are fairly certain that our well is a shallow well. We have been researching when it was drilled and no records have been found. Local plumber working on this states this is probably due to how old it is. Same local plumber has worked on it in the past (prior to us buying the property) and it has a small horsepower to it, so believes it is probably only a 60 ft well. This is much too shallow for the toxins that would easily reach it.
- There is **no alternative evacuation** route from our property for my husband and I to get out if there were to be a leak or explosion. We would be engulfed with anhydrous clouds with nowhere to go to leave our property to escape.
- We are directly downhill from the proposed site. Any run off from rain or any spills will go directly onto our property without a moment's notice.
- There have been numerous accidents reported on St. Ann's road over the years that have involved large trucks and equipment. Some have resulted in death for one or more of the people involved in the accidents and others severely injured. More truck traffic would increase the probability of more accidents; and accidents involving dangerous chemicals.
- The lights that will need to be erected for security and safety will be very disruptive and be called **light pollution** to our tranquil, beautiful, rural night skies.
- Meth makers/addicts will be seeking out this rural of a sight to help them make their meth. If they can't get what they want there, they will spread to surrounding properties to steal or seek whatever they can and will most likely be armed with guns or other weapons. County authorities do not need the added site to monitor for theft and vandalism.
- Crop Production Services was seeking out this property over 6 months ago. It is unfair that we are just now getting notice of this request. We have heard this was due to the Walcott rezoning issue with a similar connection. They get 6 months to prepare and we get less than 10 days.

- Crop Production Services has had over \$65,000 in fines for safety issues in the past few years.
- Tim Huey, I would believe, is to be impartial employee of the Scott County Planning and Development Commission. He obviously is not. His quote in the North Scott Press and the interview on Channel 6-KWQC show that he is not unbiased. Anything he has to say about this rezoning should not be included. I have been informed that he was in favor of the Walcott anhydrous facility and it seems that he is not able to remain unbiased.
- Realtors/appraisers that I know have said that our property values will decline a minimum of 20%. We cannot afford this. I'm guessing our property taxes will not reflect this. The property only has value if you can find someone to buy it and I doubt this will happen if an anhydrous ammonia storage/distribution facility is directly across the road from it. We wouldn't have bought this beautiful property if it had been there 3.5 years ago.
- Timothy Huey stated in the Channel 6 interview that "The Crop Production Services folks assure me that their tanks are secure and it would be quite difficult for somebody to access for those types of purposes." I can assure you that meth makers who want access will find a way to access it. That's how they are.
- There are anhydrous/distribution facilities in DeWitt and Eldridge. Why is there a need for another one in between this 10 mile stretch? I drive 10 miles or more to do much of my shopping which is what farmers are doing...shopping for anhydrous. Why is there a need for another distribution facility other than out and out greed of Crop Production Services.
- Crop Production Services does not live in this area. Would they like one of these facilities in their back yard? Would they like to pull out of their driveway every day and meet head on with this environmental disruptive facility AND possibly run head on into one of the tanks or the truck that will be delivering more anhydrous?
- How will a large semi-truck delivering anhydrous possibly turn in to this hidden access lane without being an obstruction and danger to the other vehicles on this rural roadway? How about when a school bus is coming over the hill?
- Is the Long Grove Fire Department trained and prepared to handle a leak or anhydrous explosion?
- How is the parcel of land being treated? Is it an option to purchase for Crop Production Services? Do they have a lease? What happens to the land if they decide they don't want it at some point in the future? Can it be developed into some other Agricultural Commercial property?

Attached is an article on [Anhydrous Ammonia Health Information](#). It talks about a program in North Dakota. Why should I, my husband, and any of our friends or family that may visit have to know or worry about this? You can say that the chances of this happening are very low. I don't care how low they are. Any chance is too high of a chance? Would you want to take the chance and live where we live with your loved ones? We think not!!!

This is ridiculous that my husband, all our neighbors, and I have to take time out of our busy lives to fight to NOT have this rezoned. It's an Agricultural Preservation zoning area. McDonald Creek, Scott County Park, Walnut Grove, St. Ann's church (both old and new), the neighborhood tree farm, our wooded acres, and all the surrounding homes should be preserved. We are a

residential neighborhood with absent farmers to most of the homes within a 2 mile radius. We moved here to this area to **not** have to worry about things like anhydrous ammonia facilities. Now it is being thrown in our faces. We are all hard working people and **DO NOT** want this anywhere near us.

Please consider long and hard and choose to **DENY** this application for the obtrusive, dangerous facility that is being proposed to be built on this site. The thought of this facility across the road from our house makes me sick, anxious, and downright mad. My health and the health of all those living in this area are at risk, not just physically, but mentally and emotionally which can cause as much physical problems as the ammonia will cause if it leaks. If you don't deny this request, you will be causing continued and prolonged psychological and physical pain to us and many, if not all, our neighbors.

Sincerely,

Handwritten signatures of Allen Phelps and Nancy Phelps. The signature for Allen Phelps is on the left and Nancy Phelps is on the right.

Allen & Nancy Phelps
18021 - 290th Street
Long Grove, IA 52756
(563) 593-0790

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acres on St. Ann's Road

Dear Scott County Commission,

We would like to have the request to rezone the parcel of land, approximately 5 acres on the north side of 290th Street/St. Ann's road, approximately 1/3 mile west of Scott Park Road, from Agricultural-Preservation (A-P) to Agricultural Service Floating Zone (A-Z), denied. The property is legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

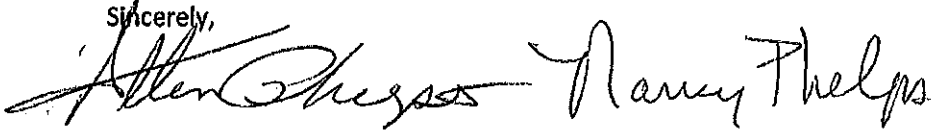
Following is a beginning list of our concerns and reasons for wanting this denied:

- Less than 500 (possibly less than 200 feet which is not allowable per EPA employee we know) from our water well resource.
- Hidden driveway access on top of a hill.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road that is a school bus route and has no shoulder.
- Toxic run off onto adjoining properties.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with land owner of 5 acre parcel. He has not practiced keeping things kept up, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.

This is an area that people have moved to because they want to be away from distribution and storage facilities as the one being requested to be rezoned to build. This is an access road to Scott County Park that is ridden by hundreds of bicyclists and traveled by families year round. It would also be in conflict with the access to St. Anne's Church along with the Walnut Grove Village.

Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We are sure that there are more suitable acres elsewhere in Scott County that would not take valuable farmland out of production.

Sincerely,

Handwritten signatures of Allen Phelps and Nancy Phelps. The signature for Allen Phelps is on the left, and the signature for Nancy Phelps is on the right.

Allen & Nancy Phelps
18021 - 290th Street
Long Grove, IA 52756
(563) 593-0790

I am writing regarding the proposed change in zoning that would permit an anhydrous ammonia storage and retail distribution facility to be built on 290th St./St. Ann's Road.

I called and spoke with Timothy Huey, the director of Scott County Planning and Development. To his credit, he was courteous and very helpful in showing me how to find information using the Scott County website. One thing he did mention that I found disturbing was the fact that the legal requirements for sending out public hearing notices are so lenient that they only had to be sent to *five* property owners in the area. Only *two* of the five actually live here (the other three just own the surrounding farmland while living elsewhere). Therefore, we and the other family, Allen and Nancy Phelps, have expended considerable time, stress, and money to get the word out to the rest of the people in the area who could end up having anhydrous ammonia being stored and sold near their homes.

My husband Dan and I read with great concern Mr. Huey's comment in the Sept. 12 NSP that "You wouldn't want (a facility like this) in Eldridge or Park View." Does this mean we rural residential people are considered expendable? The vast majority of us in this area are **not** farmers. The owners of the farmland live in other cities. We are families with houses and yards, just like the people in those towns. The comment is akin to saying that if something were undesirable/dangerous in Davenport, they'd just put it in Eldridge.

Among many other issues, some of the major ones that need to be addressed are:

1) Safety. What is the probability of leaks or explosions? What do EPA and OSHA have to say about the safety record of Crop Productions Services?

2) Crime. Anhydrous ammonia is used to make meth. Will this facility attract a dangerous and mentally unstable criminal element to the area, who may also decide to invade nearby properties in addition to attempting to steal ammonia to make their drug? Will an attempt to steal ammonia create a leak or otherwise unsafe situation?

3) Pollution. Even if air and water pollution were within acceptable limits, the light and noise pollution is also to be considered as a factor seriously affecting the quality of life in this area.

4) If this facility becomes a reality, what effect will it have on property values? Many of us are "plain old regular folks" who worked hard and scrimped and saved to be able to afford a modest home in the country. Those who would no longer have a peaceful, quiet existence out here, those who would no longer feel safe out here, they would need to move--and how much of our hard-earned equity in our present homes would evaporate?

5) This rezoning could set a precedent for other Agricultural Preservation land to be rezoned. When we moved out here, we felt that the ag preservation zoning was sort of a promise from the county that something like this proposed facility would never happen. If this sounds like NIMBY (Not In My Back Yard), well, yes, that is exactly what A-P is. If we were okay with a bright lights, loud noises, and a very real risk of danger right next to our house, we would still be living in town.

Maybe some of these fears are unfounded, and maybe they're not. As of this writing, we don't know. We will have to wait until the hearing to gather more information. In the meantime, it is excruciatingly difficult to not know whether we (and others) are going to lose a large amount of the physical assets and emotional health that we worked so hard to achieve. We are just trying very hard to focus on counting the blessings we still have and continuing to help those less fortunate than us while we are still able to do so.

KJ Rebarcak
17860 290th St.
Long Grove, IA 52756

TO: Scott County Planning and Zoning Commission
FROM: Anne Armknecht, 17720 290th St. Long Grove, IA
DATE: September 16, 2012
RE: Rezoning Request of 5 acres on St. Ann's Road

I am writing today to express my strong opposition to the request of Crop Production Services and Burnette B. Martin Life Estate, Property Owner, to rezone 5 acres located on the North side of 290th St./St. Ann's Road, approximately 1/3 mile west of Scott Park Road. They have requested the zoning be changed from Agricultural Preservation to Agricultural Service Floating Zone.

Crop Production Services plans to develop and operate a 30,000 gallon anhydrous ammonia fertilizer storage and retail distribution facility at this site, which is located approximately 1600 feet from my property, and less than 650 feet from 2 other property owners.

Tim Huey was quoted on Channel 6 news as saying this type of facility should be "remotely located." I could not agree more. However the proposed site is anything but remote. This neighborhood is made up of at least 8 other non-farming homes within a 1/3 mile radius. Within 1/2 mile is the north entrance to Scott County Park, and the Dan Nagle Pioneer Village, visited by hundreds of children annually. The proposed site to be rezoned is also between the Old St. Ann's Church and the new St. Ann's Church, which is a well known road for bicyclists, church goers, and tourists/campers going to and from Scott County Park. It is also on a school bus route. The addition of anhydrous carrying vehicles to this road, where safety dictates that they drive no more than 25mph carrying toxic chemicals, is an accident waiting to happen, the magnitude of which could expose our wells, homes and environment to toxic chemicals.

Additional dangers exist if this rezoning request is approved. The proposed site sits uphill less than 500 feet from McDonald Creek and directly across the street from a tree farm. The proposed entrance is located exactly across the street from the Allen and Nancy Phelps home, whose driveway is at a steep downhill slope. If a spill would occur it would trap them in their home as they have no other means of egress. In addition, the proposed driveway is located near the top of a blind hill which increases the likelihood of an accident resulting in a toxic spill enormously.

There is no doubt that this proposed facility will decrease property values, decrease the safety of motorists, and create noise and light pollution for many homeowners. In addition the safety concerns related to theft of anhydrous by meth making drug dealers preying on our neighborhood is very real. Verbal assurances from Crop Production Services of their safety are not enough!

By denying this request you will be making the statement that you value the safety of Scott County residents over the profit needs of an international company. Scott County made a good decision in its comprehensive plan to designate this land as agricultural preservation. The reasons for this designation have not changed. Please do not turn your back on the Scott County land use plan.

There are already many businesses in the area where anhydrous may be purchased, including but not limited to the areas of DeWitt, Eldridge and Grand Mound. In addition, other more remotely located sites exist in northern Scott County that are less populated, less traveled, and not environmentally sensitive where this business could operate.

I urge you to deny this rezoning request. And I thank you for your thoughtful consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Anne Armknecht", written in a cursive style.

Anne Armknecht
17720 290th St.
Long Grove, IA 52756
(319) 330-8373

I would like to express concerns I have for the rezoning of 5 acers of land in Butler Township for an anhydrous ammonia fertilizer storage facility. Is there time for the public to address the Commission at this hearing.

Michael Feldpausch

Staff responded, explaining the public hearing procedure.

December 10, 2012

RE: Zoning of proposed 5 acres in Northern Scott County

Board of Supervisor Member,

We realize that the application to rezone the 5 acre parcel on 290th Street that was applied for by Crop Production Services and the Burnette and Dean Marten Life Estates meet the MINIMUM criteria for eight listed criteria for property to be rezoned. I get these questions and responses from Scott County Planning & Zoning Commission STAFF REPORT, dated September 18, 2012. Our concern is the MINIMUM part that Mr. Huey (assuming these are his responses) says is all that is needed. **Minimum** does not make it okay and a good decision to move forward. Cutting corners is not the safe way to look at decisions, particularly in this case.

Criteria listed:

- 1) The facility's entrance must be on or within 660 feet of paved road. *This one is okay.*
- 2) The facility's entrance must have at least 1,000 feet line of site in both directions on the public road. **We disagree that this is met.** *This access is on a no passing zone heading east and it is limited site going west, especially with slow moving vehicles and semi-trucks with large/long trailers full of anhydrous. This would be, at the most, a MINIMUM criteria met and a very dangerous minimum.*
- 3) The distance between the facility and the nearest property line shall be at least 50 feet. Also, the distance between the site and the closest neighbor's home and accessory buildings shall be at least 400 feet. **Disagree that this is met.** *Our well, which is inside a building, is only 350 feet from the proposed site. Our house is 588 feet or so we are told, but our outbuilding and well is less than 350 feet. So this does not even meet MINIMUM criteria.* If our *calculations* are wrong, then please come prove this to us while we are present.
- 4) The facility must not be in a floodplain. It must also not be within 200 feet of any river, stream, creek, pond or lake or within 400 feet of any environmentally sensitive areas. **Minimally met.** *McDonald's Creek is just over 200 feet and Mike Bauer's tree farm is not over 200 feet across the road. Do they not matter?*
- 5) Minimum lot size shall be 5 acres. *This is me.*
- 6) The facility shall be surrounded by an adequate security system to deny public access to potentially hazardous areas. **This is a joke...their answer is to put a little gate at the entrance to stop unauthorized vehicles from entering the site. This will not stop METH MAKERS from stealing anhydrous. They can just walk around the gate. Bright lights will only annoy the neighbors and, seriously, how do you "angle" lighting as to minimize effects upon surrounding property owners. If this goes through, you have now made a safe rural environment a STRONG attraction for meth makers. Lights won't stop them, it will help them to get it completed quicker because who will come by at night and see them. Don't let anyone tell you any different. We are not a highly patrolled area and meth makers will love it out in our area.**

There have been at least two meth arrests in the past month in Scott County that we are aware of from the news. Could be more!

- 7) Advertising signs shall not be larger than 100 square feet. *Not really an issue...who needs signs when you have a 30,000 gallon tank and multiple nurse tanks on site.*
- 8) Underground storage shall not be allowed on site. *Thank goodness. Now we only have to worry about any leakage or spills.*

It's interesting that the staff report I am writing from says that "**Generally, the Scott County Land Use Policies encourage development to locate within cities**". Is this why so many of the current anhydrous storage facilities are IN Eldridge, IN DeWitt, IN Grand Mound, NEAR Calamus, and I could go on. Why change the safer more reasonable sites to very rural areas?

More questions from staff report:

Is the development occurring on marginal or poor agricultural land? Ironically, these 5 acres was tillable and aerial photos show that it was planted and farmed as little as 15 years ago. Why Dean Marten was allowed to deteriorate and ruin this ground is unimaginable? Where was the Planning & Zoning Commission or Board of Supervisors to stop this destruction? So, it is only grounds for poor land due to poor rural stewardship.

Is there access to adequately constructed paved roads? This would be one of those VERY minimal criteria met. It is a two lane road, but as for safety, **this is not a good access entrance to the proposed site**. Hidden access lane from south and limited visibility to the east and west. No shoulders on the road with deep ditches and very few passing zone areas within the 9 miles of St Ann's/290th Street. With nurse tanks to be pulled at 25 mph, often tandem, and with large semis delivering anhydrous, this is a **major recipe for disaster**.

Is the development located where it is least disruptive of existing agricultural activities? Mr. Huey's response is that it will create a positive impact upon existing agricultural activities and farmers. Most of the farmers on 290th Street don't even use anhydrous. How does reducing the cost for transportation help the county? It helps Crop Production Services, but what will the county get from this? There are plenty of distribution facilities in the county already, so why is there another need? Greed? A multi-national organization really needs a facility to help them save money. Hard to believe these out-of-towners get more say than the residents who live in the area. Money doesn't always have to win, does it?

Is the development located in areas of stable environmental resources? The answer Mr. Huey has is laughable. It's on a huge hill! It would be a great snow sledding hill! It is up hill from McDonald's Creek and across from a tree farm. It's less than 1 mile from Scott County Park. This may be a minimum met, but not the hill unless they are going to change the road way. I ride bike and it is a big hill coming to the proposed site from the east. It wears me out every time I ride it!

Is the development sufficiently buffered from other less intensive land uses? Another laughable answer from Mr. Huey. Thanks...we'll get some perennial plantings for buffers. That will cover up the 30,000 gallon tank and nurse tanks and hide the wreckage after a major accident at the access site. 0

Can it be shown there is a recognized need for such a development? Again, there are two anhydrous ammonia facilities within 5 miles to the north and south. There is no need, just greed. Crop Production Services thinks they need to be in Scott County. Why? Again, why is more competition needed? There are only so many acres in the county and adjoining counties. It's not a limitless supply needed. There are only so many farmable acres. One farmer stated, "He needs this to be more profitable". Again, we ask why? We are to suffer so that he may make another few thousand dollars by using an out-of-town supplier. He also lives in west Scott County, so can we put it on his property, then? He didn't step up and say he wanted it near his place.

Can the development be laid out in an efficient and compact manner? These talks about letting Dean Marten keep part of the 5 acres for crop production. I thought that was why it was being allowed to be rezoned, poor ground. **This makes no sense!**

Will the development be supportive of energy conservation? It will be using a lot of electricity for bright lights for security year round. Not energy conservation, in fact, increasing energy needs. Poor decision.

Our biggest concerns:

1. Safety on the road way. This is a very dangerous access to the proposed site. Most of these anhydrous sites are on flat level ground, not a hill with hidden access and limited passing capabilities for more than 9 miles just on 290th Street.
2. Meth is wide spread and don't let anyone tell you differently. As stated above, in past two weeks they have had two meth busts in Scott County of which one was in a rural area, very similar to the proposed rezoning area.
3. The aquifer...no one has answered our questions about this. This is our drinking water that runs underneath the proposed site for a wide area. This has not been addressed. How is leakage going to be contained, in the case of a spill or accident?
4. Evacuation plan? What we have heard is a major joke? We have no evacuation route from our home other than to drive onto the road where the leak/spill has happened. Crop Production Services will have someone out in 1.5 hours. Not to be dramatic, but I will be....WE WILL BE DEAD! We will not have 1.5 hours to wait for it to be stopped, cleaned up, etc... the Long Grove Fire Chief said that we "shouldn't" worry...there's usually a south wind". Thanks, I feel so much better.

Has the Board or Planning & Zoning Commission vetted Crop Production Services? They have had violations as recently as October 2012 with a \$36,000 fine for safety violation. These are things that scare us. Anhydrous is a dangerous chemical and not to be taken lightly.

Mr. Huey has said some very unprofessional and non-empathetic things to many of us concerned neighbors over this.

1. Told no other places in Scott County. This is not true. We know of people who are currently talking to Crop Production Services. I'm sure there is more than just this one person who would be interested.
2. When asked if he had been to site, he said, "of course". When asked if he would like this across or near his property if he lived out there, he said, "I would never live out there. I don't understand why people move out to rural areas". Definitely shows a lack to be able to empathize and just very derogatory in his statement.
3. Also stated to us that there is a higher likelihood of us "having an accident on the way to the Kwik Shop in Park View". Which may be true, but it would not probably be an accident with an anhydrous tank which could cause immediate death. The risk factor for fatalities will increase immensely with anhydrous tanks coming and going on these VERY busy roadways.

We ask that you, as Board of Supervisor members, please give us the courtesy **to read and listen to our concerns**. Be sure all our questions are answered. Do some research and investigation into anhydrous facilities, Crop Production Services safety violation records, and PLEASE come take a look at the proposed site. We cannot say it enough....IT IS A DANGEROUS ACCESS ENTRANCE FOR SEMIS AND NURSE TANKS ALONG WITH THE REGULAR TRAFFIC ON THE ROAD, which includes grain trucks, cars, campers, County dump trucks/plows, bicyclists, and runners/walkers.

We do not feel that the Planning & Zoning Commission gave us any consideration. The comments they made at the hearing along with one falling asleep while we presented our concerns was very disheartening and just plain rude. One person, I think, said he had been on the commission for 30 years. I would say it is time to get off. It appears, he is unable to be open minded.

Mr. Huey says you will be receiving all the signed letters from concerned citizens and other information from previous hearing, but I do not trust that this will happen. I never use to be so untrusting, but I have had to become this way do to the actions of the Planning and Zoning Director and Commission.

We will be at the meeting of the whole on the 18th and we will be at the meeting on the 20th. We would like the opportunity to speak with you before that time if possible. Again, we just want to feel like we have been heard.

Sincerely,



Allen & Nancy Phelps
18021 290th Street
Long Grove, IA 52756
(563) 593-0790



PEOPLE. PROGRESS. PRIDE.™

SCOTT COUNTY FARM BUREAU

1721 E. Le Claire Road, Eldridge, IA 52748
PH. 563-285-4632

November 20, 2012

Scott County Planning & Zoning
Administrative Center
600 W. 4th St.
Davenport, Iowa 52801-1030

Dear Scott County Planning & Zoning:

Scott County Farm Bureau supports the re-zoning of a five acre parcel in Section 18 of Butler Township from A-P to A-F as requested by Crop Production Services in their October 25 petition.

Sincerely,

Mike Holst, President
Scott County Farm Bureau

Cc: Scott County Board of Supervisors
Scott County Board of Adjustment

TO: Scott County Planning and Zoning Commission
FROM: Anne Armknecht, 17720 290th St. Long Grove, IA
DATE: November 19, 2012
RE: Rezoning Request of 5 acres on St. Ann's Road

I am writing today to express my strong opposition to the request of Crop Production Services and Burnette B. Martin Life Estate, Dean Martin, Property Owner, to rezone 5 acres located on the North side of 290th St./St. Ann's Road, approximately 1/3 mile west of Scott Park Road. They have requested the zoning be changed from Agricultural Preservation to Agricultural Service Floating Zone.

Crop Production Services plans to develop and operate a 30,000 gallon anhydrous ammonia fertilizer storage and retail distribution facility at this site, which is located approximately 1600 feet from my property, and less than 650 feet from 2 other property owners.

Tim Huey was quoted on Channel 6 news as saying this type of facility should be "remotely located." I could not agree more. However the proposed site is anything but remote. This neighborhood is made up of at least 8 other non-farming homes within a 1/3 mile radius. Within 1/2 mile is the north entrance to Scott County Park, and the Dan Nagle Pioneer Village, visited by hundreds of children annually. The proposed site to be rezoned is also between the Old St. Ann's Church and the new St. Ann's Church, which is a well known road for bicyclists, church goers, and tourists/campers going to and from Scott County Park. It is also on a school bus route. The addition of anhydrous carrying vehicles to this road, where safety dictates that they drive no more than 25mph carrying toxic chemicals, is an accident waiting to happen, the magnitude of which could expose our wells, homes and environment to toxic chemicals.

Additional dangers exist if this rezoning request is approved. The proposed site sits directly across the street from a tree farm. The proposed entrance is located exactly across the street from the Allen and Nancy Phelps home, whose driveway is at a steep downhill slope. If a spill would occur it would trap them in their home as they have no other means of egress. In addition, the proposed driveway is located near the top of a blind hill which increases the likelihood of an accident resulting in a toxic spill enormously. This is evident by the fact that it is a no passing zone. Those of us that drive this road daily are well aware that sight/visibility is an issue.

There is no doubt that this proposed facility will decrease property values, decrease the safety of motorists, and create noise and light pollution for many homeowners. In addition the safety concerns related to theft of anhydrous by meth making drug dealers preying on our neighborhood is very real. Just two weeks ago we heard the sounds of assault rifles firing just north of my farm

(coming from the Dean Martin property area). Gun fire from his property/Mud Bog is common place. Stray bullets and anhydrous tanks are not a good combination.

In the Planning and Zoning Commission Staff Report of September 18, 2012, under the question: Can it be shown there is a recognized need for such development?, the staff report is incorrect in its answer to your commission. It states there are no other anhydrous ammonia distribution sites in this part of Scott County. Distribution sites currently exist in Eldridge, Grand Mound, Dewitt, Dixon, and Calamus. Does Scott County make zoning change decisions based upon a businesses need to over-saturate a market, over the welfare of the citizens of Scott County? I would hope not.

By denying this request you will be making the statement that you value the safety of Scott County residents over the profit needs of an international company. Scott County made a good decision in its comprehensive plan to designate this land as agricultural preservation. The reasons for this designation have not changed. Please do not turn your back on the Scott County land use plan.

It bears repeating that there are already many businesses in the area where anhydrous may be purchased, including but not limited to the areas of DeWitt, Eldridge, Calamus, Dixon and Grand Mound. In addition, other more remotely located sites exist in northern Scott County that are less populated, less traveled, and not environmentally sensitive where this business could operate.

I urge you to deny this rezoning request. And I thank you for your thoughtful consideration.

Sincerely,



Anne Armknecht
17720 290th St.
Long Grove, IA 52756
(319) 330-8373

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 29330 172nd AVE. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Bill E Myer

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 29330 172nd Ave Long Grove I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area---McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed: Anne Harvey 11-19-12

500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17137 294th St. Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:


- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends.
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area—McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
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PROPERTY VALUES:

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We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

 & Martha Coffman

Scott County Planning & Zoning Commission
500 West Fourth Street
Davenport, IA 52801-1106

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17145-290th St. - Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):
SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
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PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Rita M. Clarys

Citizens write about rezoning:

11/17/10
New York Scott
11/20/10

Editor:

Crop Production Services says that they have a "need" for this facility for their business model.

Need is defined as: 1. necessary duty; 2. a lack of something requisite, desirable, or useful; 3. a condition requiring supply or relief; 4. lack of the means of subsistence—poverty.

CPS is part of a very large Canadian-owned entity that has 326 facilities and satellites in 24 states east of the Rockies. Knowing this I can only deduce that their "need" is money. They desire more money. There is a plentiful supply of anhydrous in Eldridge, DeWitt and Dixon. There is not a poverty condition regarding the supply of anhydrous ammonia in northern Scott County. To me this appears to be another get-rich-quick scheme for Dean Marten, similar to his mud bogging, which puts cash in his pocket.

But what about the families who live in the evacuation radius of an accident? We "need" clean air and water to exist. Those are basic human necessities. And in the event of a spill, our lives will be put in danger. A spill may be unlikely, but that's why they're called accidents. And accidents do happen. We are good citizens and neighbors. We pay ever-increasing property taxes on land we didn't inherit. We've worked hard for what we have. We support the surrounding communities economically.

We ask for your support to get this rezoning denied. There is not a "need" for it.

Mary Jennings

17125 293rd St., Long Grove

other anhydrous ammonia sites, many/most

Editor:

I recently became aware of a request to rezone five acres of land on 290th St. (St. Ann's Road), just west of Scott County Park, from AP to A1. This is to allow an anhydrous ammonia storage and distribution facility to be built there. I have lived on 290th St. for 26 years and watched the traffic increase over this time. With the trucks from grain elevators and the quarry along with traffic accessing St. Ann's Church, Olde St. Ann's Church, Scott County Park, and Glynn's Creek Golf Course, the road is very busy at times including many bicycles. This road is very hilly with limited sight distance and no shoulder. Of the 9.5 miles this road covers less than *one* mile is a legal passing zone. I think that adding slower-moving vehicles transporting hazardous material would greatly increase the risk of an accident. Just because a large company can get a lease on a cheap piece of property should not justify putting the public at risk. There are plenty of other less populated and safer places to locate a facility like this if it is really needed.

Michael Feldpausch

16905 290th St., Long Grove

beautiful scenery with their families, please let the Scott County Planning & Zoning Commission hear your voice. You can email them at planning@scottcountyia.com or come to the hearing on Tuesday, Nov. 20 at 7:00 p.m. in the Scott County Administrative Building to help us support the DENIAL of this proposed rezoning request.

Allen Phelps

18021 - 290th Street, Long Grove

Citizens write about rezoning:

11/14/12
Kathy Scott
Press

Editor:

I am writing in response to the article in the Nov. 7 NSP about the re-application proposal to rezone for an anhydrous facility. It was written that Jerry Harris, Crop Production Services (CPS) representative, said that they cancelled their application in September at the last minute because it "was simply a matter of having the right representatives available for the meeting."

CPS had months to be ready for this meeting. The neighbors, my wife and I plus many, many others, had right at 10 days and we were ready for the fight and for our voices to be heard. This is just like big business. Everyone needs to run on their schedule, not anyone else's. He was quoted as saying, "We just didn't have the people in place (for the hearing). At the last moment, there was a scheduling conflict and one of the main guys was out of the state on another project." Really. You want us to believe this? Harris is also stated, "I take those concerns (the neighbors, I assume) very seriously, and that is why I wanted to have people there who could address those worries better." If CPS wanted to address our concerns better, then they should have come to us, the neighbors directly affected, before they ever applied to have the proposed site rezoned.

Harris is also quoted saying, "This will provide an important service to the local farming community. We will be providing a competitive alternative." Again, REALLY? What about buying local? There are anhydrous/fertilizer plants in DeWitt, Eldridge, Dixon, Grand Mound, Calamus, and I'm sure a few others in the area. The area doesn't need another anhydrous distribution facility. Farmers need to support the local distribution facilities.

It was also written that "an A-F site must be located away from residential development and environmentally sensitive areas." Well, there are seven residents within site of the proposed site and another 30-plus families in a housing development less than 1 mile away. This is a residential area. If you look at

other anhydrous ammonia sites, many/most are built near or within city limits. This is because they then have law enforcement and other services available quickly in the event of a leak or catastrophe. If there was a leak at the proposed rezoned site, my wife and I would be dead. We have no evacuation route other than to drive into the proposed site.

Lastly, Tim Huey, director of Scott County Planning & Zoning, was quoted as saying, "This site will only be active in the spring and fall during the few weeks when fertilizer is being applied." This is a ridiculous way to minimize the proposed site. Well, anyone who knows about fertilizer application knows that this will cover the Memorial Day and Labor Day weekends. So, within 1 mile to the east and west, there could be nearly 3,000 people between Scott County Park campers/visitors, Walnut Grove Village visitors, and golfers at Glynn's Creek Golf Course. There could be a wedding at both of the St. Ann churches, and let's not forget about all the bicyclists, runners, and people just out for a beautiful drive who may be on the road near the proposed site.

Anyone who loves and uses Scott County Park, Glynn's Creek Golf Course, Walnut Grove Village, attends St. Ann's Church, bicycles the roads, or just goes out to enjoy the beautiful scenery with their families, please let the Scott County Planning & Zoning Commission hear your voice. You can email them at planning@scottcountytowa.com or come to the hearing on Tuesday, Nov. 20 at 7:00 p.m. in the Scott County Administrative Building to help us support the DENIAL of this proposed rezoning request.

Allen Phelps

18021 - 290th Street, Long Grove

11/12/12
Nancy Phelps

Why are we being harrassed?

Editor:

Everyone feels like they have been duped at one time or another. That's what I am feeling this week. Our great neighbors along 290th Street and adjoining from Woodland Acres and other intersecting roads worked so hard together to stop Crop Production Services and the Life Estates of Burnette and Dean Marten to NOT have an anhydrous storage/distribution facility built and thought it was over about six weeks ago.

We were WRONG! They are back at it again! Why? Why is this allowed that someone can withdraw and give people the relief to believe they do not have to worry about safety, enjoyment of beautiful rural areas, and disruption of their lives. Then BAM! They are right back at it again! I would never do this to people I don't like, let alone people I like.

So why is the Scott County Planning and Zoning Commission allowing this to happen? It feels like harassment! The stress and anxiety that I, along with my neighbors, are having to endure is unbelievable. It's like we have to stop our lives AGAIN, to fight to keep the current living arrangements we moved here to enjoy. It's just mean and not necessary and definitely not neighborly.

Iowa is about good hospitality and good neighbors. We are not feeling it with this proposed rezoning. I thought the Scott County Board of Supervisors was here to protect its constituents/citizens, their homes, and their livelihoods. We are not feeling protected or supported at all at this point.

So, good people of Long Grove, Park View, Eldridge, and anyone who uses Scott County Park, visits Walnut Grove Village, attends St. Ann's Church, and travels along 290th Street/St. Ann's Road, please help us fight this battle to NOT have this anhydrous retail/storage/distribution facility built at 18388-290th Street. It is a MAJOR SAFETY issue for anyone who lives or drives on 290th Street.

If you want to help, contact the Scott County Planning & Zoning Commission and tell them you don't want this facility erected. Their email is: planning@scottcountyia.com or call (563) 326-8643. It will increase traffic, decrease land values, and be a danger to all who live and drive on this road. Don't let them ruin this beautiful area in northern Scott County. Help us to keep it a safe environment for all who travel and live in the area!

Nancy Phelps

18021 290th St., Long Grove

Threat brought neighbors together

Editor:

People always say, "isn't it funny how people meet and things work out?!" I agree!

Last week, due to a few independent actions, a whole (mile or more radius) neighborhood was brought together to fight against the development of an anhydrous storage/distribution facility. Through some almost miraculous ways we all met. It's the networking thing and who knows who (small town Midwest America).

Most of us had not ever met, but we came together to fight our neighborhood fight and

it paid off. I am re-energized by knowing that I live in a neighborhood with neighbors who care and will come out to help when the help is needed.

Thank you so much to all the good neighbors on 290th Street and surrounding area! Hopefully, we won't have to fight another fight like this one, but if we do, I know it won't take long to gather the neighbors!!!

Nancy Phelps

18021 290th St., Long Grove

4/26/12

OPINIONS

Concerns about anhydrous facility

Editor:

I am writing regarding the proposed change in zoning (Sept. 12 NSP, page 11A) that would permit an anhydrous ammonia storage and retail distribution facility to be built on 290th St./St. Ann's Road. Before I go on, please note that this is completely unrelated to the recent events in Walcott.

Unfortunately, this letter to the editor will appear in *The NSP* the day after the Sept. 18 public hearing because we were not given enough time to make the deadline for the Sept. 12 paper. The letter my husband, Dan, and I received from the Scott County Planning and Development Department was dated Sept. 6, and we received it on Friday afternoon, Sept. 7.

I called and spoke with Timothy Huey, the director of Scott County Planning and Development. To his credit, he was courteous and very helpful in showing me how to find information using the Scott County website. One thing he did mention that I found disturbing was the fact that the hearing notice was legally required to be sent to only "five" property owners in the area. Only "two" of them actually live here (the other three just own the surrounding farmland while living elsewhere). Therefore, we and the other family, Allen and Nancy Phelps, have expended considerable time, stress and money to get the word out to the rest of the people in the area who could end up having anhydrous ammonia being stored and sold near their homes.

We read with great concern Mr. Huey's comment in the Sept. 12 NSP that "You wouldn't want (a facility like this) in Eldridge or Park View." Is he implying that we rural residential people are expendable? The vast majority of us are not farmers. The owners of the farmland live in other cities. We are families with houses and yards, just like the people in those towns. His statement is akin to saying that if something were undesirable/dangerous in Davenport, they'd just put it in Eldridge.

Among the issues I plan to bring up at the hearing are:

1) Safety. What is the probability of leaks or explosions? What do EPA and OSHA have to say about the safety record of Crop Productions Services?

2) Crime. Anhydrous ammonia is used to make meth. Will this facility attract a dangerous

and mentally unstable criminal element to the area, who may also decide to invade nearby properties in addition to attempting to steal ammonia to make their drug? Will an attempt to steal ammonia create a leak or otherwise unsafe situation?

3) Pollution. Even if air and water pollution were within acceptable limits, the light and noise pollution is also to be considered as a factor seriously affecting the quality of life in this area.

4) If this facility becomes a reality, what effect will it have on property values? Many of us are "plain old regular folks" who worked hard and scrimped and saved to be able to afford a modest home in the country. Those who would no longer have a peaceful, quiet existence out here would need to move – and how much of our hard-earned equity in our present homes would evaporate?

5) This rezoning would set a precedent for other Agricultural Preservation Land to be rezoned. When we moved out here, we felt that the ag preservation zoning was sort of a promise from the county that something like this proposed facility would never happen. If this sounds like NIMBY (Not In My Back Yard), well, yes, that is exactly what A-P is. If we were OK with bright lights, loud noises, and a very real risk of danger right next to our house, we would still be living in town.

Maybe some of these fears are unfounded, and maybe they're not. As of this writing, we don't know. We will have to wait until the hearing to gather more information. In the meantime, it is excruciatingly difficult to not know whether we (and others) are going to lose a large amount of the physical assets and emotional health that we worked so hard to achieve. We are just trying very hard to focus on counting the blessings we still have and continuing to help those less fortunate than us while we are still able to do so.

I hope this letter has been informative and helpful. For more information, contact the Planning and Development Department, County Courthouse Annex, 500 W. Fourth Street, Davenport, IA 52801, (563) 326-8643, planning@scottcountyiowa.com.

K.J. Rebarcak

17860 290th St., Long Grove

RE: Request to rezone 5 acre parcel on St. Ann's Road

Dear Scott County Planning & Zoning Commission,

I live at 17015 294 St., Long Grove. I am opposed to the request to rezone the parcel of land, legally described as a five acre parcel that is the west 600 feet of the south 365 feet of the SW1/4SW1/4 Section 18 in Butler Township.

Following are the reasons why I/we want this zoning request denied (please check all that apply to you):

SAFETY:

- Already a very high traffic county on this road.
- Hidden driveway access on top of a hill.
- Driveway is located on a NO Passing Zone.
- Busy school bus route
- No shoulders on the road
- Recommended 25 mph towing speed of anhydrous ammonia tanks would further increase the danger to other motorists on this road.
- Toxic run off onto adjoining properties.
- Toxic run off into underground water source for our families and friends. *very important*
- Increased traffic of large vehicles on a rural country road which would increase the breakdown of the road surface which is currently in excellent condition.
- Noise and pollution emissions from increased truck and tractor traffic.
- Increased risk for theft and assault as those seeking to make methamphetamine will seek out this sight which increases the environment for dangerous drug abusers and meth makers.
- This is an ecologically sensitive area—McDonald's Creek at the bottom of the hill, tree farm across the creek, Scott County Park within a mile, many, many acres of woods within a 1 mile radius of proposed site.
- There are many non-farming homes within eye sight of the proposed development.
- Crop Production Services may be the applicant, but many property owners with adjacent or nearby property have not had positive interactions with user/land owner of 5 acre parcel. He has not practiced keeping things kept neat, safe, and clean. He is not respectful of surrounding landowners property as this application with the Burnette B Marten Life Estate proves as just one example.
- This is an access road to Scott County Park that is ridden by hundreds of bicyclists, used by many runners/walkers, and traveled by many families year round.
- St. Ann's Church is just over a mile in either direction, can cause a major traffic/safety issue on church service days and times along with funeral processions.

PROPERTY VALUES:

- I do not want my land values to decrease which will most likely happen if this rezoning for anhydrous ammonia retail/distribution/storage facility is built.

We live in this area because we want to be away from retail, distribution and storage facilities as the one being requested to be rezoned to build. Scott County has done a good job in zoning their Agricultural Preservation zones for a reason. We believe that there are more suitable acres elsewhere in Scott County that would not be as big of a safety hazard as the proposed site.

Signed:

Shelley J. Griffing

Shelley J. Griffing

Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyiowa.com

(563) 326-8738 Voice (563) 328-3245 Fax



December 12, 2012

To: Dee F. Bruemmer
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Courthouse electrical switchgear replacement

As you may recall, in August we scheduled a time to turn off the main power to the Courthouse to allow some electrical reconfiguration relating to the new generator that was installed as part of the Scott Emergency Communications Center back-up center project. Our plan was to turn off power using the main disconnect switchgear in the building for a period of approximately four hours, while electricians moved some of the existing loads to allow them to be fed from the new generator. This work allowed us to feed all the critical equipment in the SECC back up and the County server room from generator and UPS backed circuits. It also allowed us to place some HVAC equipment behind generator, ensuring that servers and other electronic equipment would not overheat during a power outage.

All electrical work proceeded according to plan until we brought the building power back on-line. At that time, the main disconnect switchgear broke and failed. That switch, we believe, is original to the building (circa 1955). A MidAmerican Energy crew responded to assist us and we eventually were able to get the switch to close and restore full power to the building. However, that switch would not allow us to disconnect power to the building in the future and requires replacement.

We have been working with the SECC project electrician and MidAmerican Energy to plan for this work. The electrician has a quote to install a large circuit breaker type disconnect in place of the existing switch. That work will actually require two outages – the first to accurately measure the existing switch housing and the electrical busses to allow fabricators to build the new switch to bolt directly in place of the existing switch. The second outage will occur when electricians actually install the switch.

I have a quote from Tacey Electric in the amount of \$31,060.00 for the actual switch and labor. For this project, we would prefer to work directly with Tacey since they were involved in the initial failure and are familiar with the equipment. In addition to the electrician's costs, we will incur charges from MidAmerican Energy to disconnect power at the street for each of the outages. These planned outages will occur during non-business hours for the building. At least one of the outages will occur during an overtime situation for MidAmerican,

over a weekend. The other outage we are trying to schedule for a County holiday that is a work day for MidAmerican. Doing some of the work on a MidAmerican work day rather than a weekend will reduce the labor costs. However, I do not have a firm price from MidAmerican for their labor. That will be dependent on the amount of time required to perform the disconnect each time. Because of the design of the downtown electric grid, it is necessary for them to actually cut the power lines into the building and splice them back. I would expect the charge from MidAmerican Energy not to exceed \$6000 total for both outage events.

I will be available at the next Committee of the Whole meeting to discuss this project further. This project, while not budgeted in the current Capital Plan, can be funded using monies budgeted for general remodeling and a CCTV replacement project that we can defer to a future fiscal year.

CC: FSS Management Team
Matt Hirst

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

December 20, 2012

A RESOLUTION APPROVING A PROPOSAL FOR THE REPLACEMENT OF THE
MAIN ELECTRIC SWITCHGEAR FOR THE COURTHOUSE IN THE AMOUNT OF
\$31,060.00

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

- Section 1. That the proposal from Tacey Electric for the replacement of the Courthouse main switchgear in the amount of \$31,060.00 is hereby approved and awarded.
- Section 2. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street
Davenport, Iowa 52801-1003
fss @ scottcountyiowa.com
(563) 326-8738 Voice (563) 328-3245 Fax



December 12, 2012

To: Dee F. Bruemmer
County Administrator

From: Dave Donovan, Director
Facility and Support Services

Subj: Approval of Annex Building HVAC repairs

Recently, we completed testing for several roof top HVAC units at the Annex Building. These units provide heating and air conditioning for spaces in the Secondary Roads Department, Planning and Development Department and the Juvenile Detention Center. During that assessment we found several units (all installed in about 1993) have heat exchangers components that are in need of replacement. Since we are entering heating season and in need of these units, we have immediately solicited quotes from several local HVAC service companies.

We expect the low bid to fall in the \$11-14,000 range, which will require Board action. As soon as we have all the quotes in hand, I will share those with you and the Board and prepare a resolution for Board consideration at their next regularly scheduled Board meeting. I will be available at the next Committee of the Whole to present the quotes and discuss this repair project further. This expenditure is funded from the Annex General Repair line item within the Capital Plan.

CC: FSS Management Team

SCOTT COUNTY PERSONNEL ACTIONS

BOARD MEETING: December 20, 2012

NEW HIRES

| Employee/Department | Position | Salary | Effective Date | Remarks |
|---------------------|----------|--------|----------------|---------|
| None | | | | |

TRANSFERS AND PROMOTIONS

| Employee/Department | New Position | Salary Change | Effective Date | Remarks |
|-----------------------|--------------------------------|-------------------------|----------------|------------------------|
| Mitchell Gealy FSS | Maintenance General Laborer | \$13.68/hr - \$14.64/hr | 11/26/12 | Replaces Dwayne Hodges |

LEAVES OF ABSENCE/OTHER

| Employee/Department | Position | Effective Date | Remarks |
|---------------------|----------|----------------|---------|
| None | | | |

BARGAINING UNIT STEP INCREASES

| Employee/Department | Position | Salary Change | Wage Step | Effective Date |
|--------------------------------|---------------------------|---------------------|-----------|----------------|
| Jayne Ruckoldt Sheriff | Deputy Sheriff | \$59,717 - \$60,341 | Step 11 | 12/07/12 |
| Summer Bawden Sheriff/Jail | Correction Officer | \$46,363 - \$47,403 | Step 7 | 12/12/12 |
| Kris Keuning Sheriff/Jail | Correction Officer | \$46,363 - \$47,403 | Step 7 | 12/12/12 |
| Hal Shelton Secondary Roads | Truck Driver / Laborer | \$42,910 - \$43,056 | Step 5 | 12/14/12 |

MERIT INCREASES

| Employee/Department | Position | Salary Change | % of Midpoint | Effective Date |
|------------------------------|----------------------------|-------------------------------|---------------|----------------|
| Joshua Sabin Conservation | Park Ranger | \$46,447 - \$48,073 (3.5%) | 103.903% | 12/1/12 |
| Brianna Huber Health | Child Health Consultant | \$51,488 - \$53,289 (3.5%) | 102.398% | 12/8/12 |

*First 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 |
|--------------------------------|------------------------------------|----------------|
| Mat Youngers Conservation | Park Maintenance Worker | 09/22/12 |
| Mark Murphy Secondary Roads | Truck Crew Leader | 09/27/12 |
| Tammy Loussaert Health | Environmental Health Specialist | 10/1/12 |
| Troy McClimon Sheriff | Sergeant | 10/14/12 |
| Marc Miller Conservation | Deputy Director | 10/10/12 |

BONUS (continued)

| Employee/Department | Position | Effective Date |
|--------------------------------------|---------------------------|----------------|
| Brenda Moore Auditor | Senior Elections Clerk | 11/6/12 |
| Brian Rauch Sheriff | Lieutenant | 11/27/12 |
| Jayne Ruckoldt Sheriff | Deputy Sheriff | 12/3/12 |
| Jeff Renkes Auditor | Senior Elections Clerk | 12/6/12 |
| Kimberly Shepherd County Attorney | Attorney I | 1/2/13 |
| Tara Youngers Secondary Roads | Shop Control Clerk | 1/17/13 |

SEPARATIONS

| Employee/Department | Position | Hire Date | Separation Date | Reason for Separation |
|---------------------|----------|-----------|-----------------|-----------------------|
| None | | | | |

REQUEST TO FILL VACANCIES

| Position/Department | Position Status | Starting Date | Previous Incumbent | Recommendation |
|---------------------|-----------------|---------------|--------------------|----------------|
| None | | | | |

TUITION REQUESTS

| Employee/Department | Position | Course of Study | Course dates(s) |
|---------------------|----------|-----------------|-----------------|
| None | | | |

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.com



December 13, 2012

TO: Board of Supervisors

FROM: Dee F. Bruemmer, County Administrator

SUBJECT: New World Systems – Enterprise Resource Planning System (ERP) and Implementation Services Contract Approval

The Board of Supervisors authorized staff to negotiate a contract to include the purchase of software, interfaces, implementation services and five year maintenance fees with new World Systems. With the help of BerryDunn, LLC, our consultants, the staff has completed contract negotiations. The contract has been reviewed by the County Attorney's office.

The recommended ERP package includes software of Financial Management – Base Suite, Financial Management, Revenue Collections, and Procurement Management; Payroll & Human Resources Suite – Base Suite, Human Resources, Benefits Management, and Position Control; eSuite – Base Software, eFinance, and eHR; Business Analytics – Finance Analytics and Human Resources / Payroll Analytics. Additionally, optional software modules of Grant Management, Work Orders, eMiscellaneous Billing and eTraining have been reserved in the contract. The contract also includes the necessary interfaces to other county programs and the work plan for implementation of the software.

It is recommended that the Board of Supervisors approve the Purchase Agreement with New World Systems in the amount of \$736,175 for one time licensed software, implementation services and third party products and \$89,250 per year for years 2-5 for maintenance. A budget of \$52,800 is established for enhancements/modifications and/or custom software, as authorized by the county. A budget of \$52,500 is for travel expenses. Funding for the project will be provided by the Capital Projects fund.

We are requesting approval of the attached contract with New World Systems for Enterprise Resource Planning System and Implementation Services. Initial implementation of the ERP software is expected to occur in calendar year 2013.

Representatives of the evaluation committee will be available at the Committee of the Whole Meeting on December 18, 2012.

CC:

Matt Hirst, Director Information Technology

Dave Donovan, Director Facility and Support Services

Mary Thee, Assistant County Administrator / Human Resources Director

Craig Hufford, Financial Management Supervisor

Barb Vance, Operations Manager – Treasurer's office

Wes Rostenbach, Accounting and Tax Manager

Roland Caldwell, Operations Manager – Auditor's office

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

DECEMBER 20, 2012

APPROVAL OF A PURCHASE AGREEMENT FOR AN ENTERPRISE RESOURCE
PLANNING SYSTEM (ERP) WITH NEW WORLD SYSTEMS FOR ONE-TIME
LICENSED SOFTWARE, IMPLEMENTATION SERVICES AND THIRD PARTY
PRODUCTS

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

- Section 1. That the Purchase Agreement for an Enterprise Resource Planning System (ERP) with New World Systems in the amount of \$736,175 for one time licensed software, implementation services and third party products and \$89,250 per year for years two to five for maintenance is hereby approved.
- Section 2. A budget of \$52,800 is established for enhancements/modifications and/or custom software as authorized by the County and \$52,500 or travel expense is hereby approved.
- Section 3. This resolution shall take effect immediately.

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

December 10, 2012

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendix (“this Agreement”) is between **New World Systems[®] Corporation** (“New World”), a Michigan Corporation and **Scott County, Iowa**, (“Customer”). This Agreement sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**. The attached Exhibits and Appendix include:

- Exhibit AA..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
- Exhibit A..... LICENSED STANDARD SOFTWARE AND FEES**
- Exhibit B..... IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- Exhibit C..... STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D..... NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
- Exhibit E..... DEMONSTRATION SITE DISCOUNT**
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE**
- Exhibit G..... CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H..... BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit I..... INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP SOFTWARE SPECIFICATIONS**
- Exhibit J..... ACCEPTANCE TESTING**
- Exhibit K..... TRAVEL POLICY**
- Appendix 1..... AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**
- Appendix 2..... STATEMENT OF WORK**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendix. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS[®] CORPORATION
(New World)

SCOTT COUNTY, IOWA
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

The “Effective Date” of this Agreement is the latter of the two dates in the above signature block.

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. **“Authorized Copies”**:
Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
 - (ii) any additional copies made by **Customer** as authorized in subparagraph 1.2.
2. **“An Authorized User/Workstation”**:
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **“Computer”**:
The .NET Server(s) to be located at:
*Scott County
600 West Fourth Street
Davenport, Iowa 52801*
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **“Confidential Information”**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as “Confidential” by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party’s receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. **“Customer Liaison”**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. **“Daily Rate”**:
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$1,320/day. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 24 months after the Effective Date, at which time the daily rate shall be the then-current **New World** daily rate.
7. **“Delivery of Licensed Standard Software”**:
Licensed Standard Software will be delivered in a machine readable form to Customer via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
8. **“Development Software”**:
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
9. **“Go Live”**:
The point at which a software system, module or update/upgrade is implemented into active and live operating mode.
10. **“Installation of Licensed Standard Software”**:
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
11. **“Licensed Custom Software”**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer’s** own use.
12. **“Licensed Documentation”**:
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
13. **“Licensed Products”**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
14. **“Licensed Software”**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
15. **“Licensed Standard Software”**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
16. **“SSMA”**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. **“Travel Expenses”**:
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses.
18. **“Travel Time”**:
Actual **New World** employee travel time billed at the Hourly Rate of \$165/hour, up to, but not exceeding, four (4) hours per each trip relating to this project. Travel time is not contemplated and will not be charged under this **Agreement** but may be used for subsequent services.

19. **“Upgrades”:**

Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer’s** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer’s** internal use only.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer’s** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer’s** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 WARRANTIES

- 4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.
- 4.3 **New World** warrants, for **Customer's** benefit only, that the items coded F, T and C in the Response to Customer's RFP will be met as described in Exhibit I so long as such items are contracted for under this **Agreement**.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

- 5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

- 6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.
- 6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
 - (i) provide timely answers to **New World's** requests for information;
 - (ii) coordinate a mutually agreeable implementation and training schedule;
 - (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s) and **New World** will perform such only after written notice of approval has been received from **Customer**.
- 7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.
- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
 - (ii) With respect to agents or third parties, with the exception of external auditors, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
 - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
 - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and

(v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.

10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.

10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 *INTEGRATION WITH U.S. COPYRIGHT ACT*

11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 *INDEPENDENT CONTRACTOR*

12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.

12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 *INSURANCE REQUIREMENTS*

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.

13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.

- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 If the meetings described in Section 14.2 above are not successful in resolving a dispute, prior to entering into arbitration, the parties shall employ the use of a neutral third-party mediator which is mutually agreeable to the parties to help resolve the dispute. The costs of such mediation shall be borne equally by the parties.
- 14.4 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.5 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.6 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.7 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, or if **New World** fails to fulfill its responsibilities under this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
 - (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
 - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
- (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have twenty (20) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;

- (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
 - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 INDEMNIFICATION

- 16.1 **New World** agrees to provide a limited indemnification for the acts of its employees, but not indemnification for its Licensed Products, except as the Licensed Products are indemnified under the provisions of Paragraph 16.0.

The limited indemnification for **New World** employees shall only apply in those situations where **New World's** insurance coverage in Paragraph 13 does not cover a claim. If the insurance does not cover a claim, then subject to a recovery limitation of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**, the following shall apply.

New World assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer**, individually or collectively, and the officers, agents, servants and employees of the **Customer**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **Customer**, individually or collectively, or the officers, agents or employees of said **Customer**.

- 16.2 **New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 NOTICES

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.
Scott County
600 West 4th Street
Davenport, IA 52801-1030
Attention: County Administrator
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):
New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 GENERAL

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Iowa and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 18.8 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, and Third Party Products

| <u>DESCRIPTION OF COST</u> | <u>COST</u> |
|---|--|
| A. LICENSED STANDARD SOFTWARE as further described in Exhibit A | \$408,000 |
| 1. Licensed Standard Software | \$510,000 |
| 2. Less Demonstration Site Discount | (102,000) |
| B. IMPLEMENTATION SERVICES | 362,000 |
| 1. PROJECT MANAGEMENT as further described in Exhibit B | |
| 2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B | |
| 3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B | |
| 4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B | |
| 5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F | |
| 6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G | |
| C. THIRD PARTY PRODUCTS AND SERVICES | 1,175 |
| 1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1 | |
| | ONE TIME PROJECT COST: \$771,175 |
| | LESS CONTRACT SIGNING DISCOUNT IF AGREEMENT IS EXECUTED BY 12/21/12: (35,000) |
| | NET PROJECT COST: <u>\$736,175</u> |

- | | |
|---|----------|
| E. BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND/OR CUSTOM SOFTWARE -- as further described in Exhibit H | \$52,800 |
| F. TRAVEL EXPENSES (Estimate) – billed as incurred | \$52,500 |
| G. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C. | |

PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 21, 2012

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

| <u>DESCRIPTION OF PAYMENT</u> | | <u>PAYMENT</u> |
|---|---------------------------|-------------------------|
| A. LICENSED STANDARD SOFTWARE | | \$388,000 |
| 1. Amount invoiced upon Effective Date (25%) | \$97,000 | |
| 2. Amount invoiced upon delivery of each Licensed Standard Software (25%) | 97,000 | |
| 3. Amount invoiced upon Go-Live of Financial Management Base Suite or 365 days after Effective Date, whichever occurs first (25%) | 97,000 | |
| 4. Amount invoiced upon Go-Live of Human Resources Management Base Suite or 365 days after Effective Date, whichever occurs first (25%) | 97,000 | |
| B. IMPLEMENTATION SERVICES | | 347,000 |
| 1. Amount invoiced upon Effective Date | \$73,750 | |
| 2. Amount invoiced upon completion of SOW Step 3- Complete and Approved Project Plan | 73,750 | |
| 3. Amount invoiced upon completion of SOW Step 4A Technical System Setup | 73,750 | |
| 4. Amount invoiced upon completion of SOW Step 7 Conduct User Training | 73,750 | |
| 5. Amount invoiced upon completion of SOW Step 8 Conduct Go-Live (15%) | 52,000 | |
| C. THIRD PARTY PRODUCTS AND SERVICES | | 1,175 |
| 1. Amount invoiced upon Effective Date (100%) | \$1,175 | |
| | ONE TIME PAYMENTS: | <u>\$736,175</u> |

- E. BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND/OR CUSTOM SOFTWARE -- as further described in Exhibit H \$52,800
- F. TRAVEL EXPENSES (Estimate) \$52,500*
(These expenses are billed as incurred)
1. 35 Trips are anticipated
- *Estimate
- G. STANDARD SOFTWARE MAINTENANCE SERVICES – as further described in Exhibit C

ALL PAYMENTS ARE DUE WITHIN FORTY-FIVE (45) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By Customer:

| LOGOS.NET STANDARD APPLICATION SOFTWARE^{1,2,3} | | |
|--|---|-------------------|
| ITEM | DESCRIPTION | INVESTMENT |
| <u>FINANCIAL MANAGEMENT</u> | | |
| 1. | Logos.NET Financial Management Base Suite | \$70,000 |
| | - General Ledger | |
| | - Budget Management | |
| | - Annual Budget Preparation | |
| | - Accounts Payable | |
| | - Revenue/Cash Receipting | |
| 2. | Logos.NET Additional Financial Management Software | |
| | - Asset Management | 9,000 |
| | - Project Accounting | 9,000 |
| | - Misc. Billing & Receivables | 9,000 |
| | - Government (GASB) Reporting | 21,000 |
| | - Bank Reconciliation | 7,000 |
| 3. | Expanded Revenue Collections | |
| | - 3rd Party Receivables Interface (Batch) | 9,000 |
| | - PC Cash Register Interface | 9,000 |
| 4. | Logos.NET Procurement Management Suite | |
| | - Purchasing Base | 21,000 |
| | - Requisition Processing | 9,000 |
| | - Bid & Quote Management | 9,000 |
| | - Contract Accounting | 9,000 |
| | - Inventory Management | 21,000 |
| SUB-TOTAL FINANCIAL MANAGEMENT MODULES | | \$212,000 |

PAYROLL & HUMAN RESOURCES SUITE

| | |
|---|--------|
| 5. Logos.NET Human Resources Management Base Suite | 52,000 |
| - Payroll Processing | |
| - Personnel Management | |
| - Position Control | |
| 6. Logos.NET Human Resources | |
| - Employee Event Tracking | 12,000 |
| - Personnel Action Processing | 12,000 |
| 7. Logos.NET Benefits Management | |
| - Benefits Administration | 10,000 |
| - COBRA Billing Administration | 10,000 |
| - Workers Compensation Administration | 15,000 |
| - Leave Management | 15,000 |
| 8. Logos.NET Additional Payroll & HR Modules | |
| - Position Budgeting | 12,000 |
| - Time & Attendance Interface ⁴ | 12,000 |
| - Benefit Tracking (Non-Employee) | 12,000 |

SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES \$162,000

eSUITE⁹

| | |
|--------------------------------|--------|
| 9. eSuite Base Software | 21,000 |
| 10. eFinance | |
| - eSupplier | 10,000 |
| - eBid | 10,000 |
| - ePayments | 10,000 |
| 11. eHR | |
| - eEmployee | 30,000 |
| - eBenefits Administration | 15,000 |

SUB-TOTAL eSUITE SOFTWARE MODULES \$96,000

BUSINESS ANALYTICS

- 12. **Finance Analytics**
 - Includes 10+ users 20,000

- 13. **Human Resource/Payroll Analytics**
 - Includes 10+ users 20,000

SUB-TOTAL BUSINESS ANALYTICS SOFTWARE MODULES \$40,000

AUTHORIZED USERS

- 14. **Site License for up to 500 Authorized Users⁶** Included

NEW WORLD STANDARD SOFTWARE LICENSE FEE \$510,000

Less: Demonstration Site Discount (102,000)

TOTAL SOFTWARE LICENSE FEE^{7,8} \$408,000

Note: A Site License is included for this solution. This Site License entitles Scott County, Iowa to 500 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies or joint ventures of which Scott County, Iowa, is the fiscal agent within Scott County, Iowa.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.*
- ² *New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.*
- ⁵ *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*
- ⁶ *Additional cost per group of 5 for authorized users is \$5,000.*
- ⁷ *Prices assume that all software proposed is licensed, except those modules listed as "Optional".*
- ⁸ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- ⁹ *eSUITE Licenses are unlimited and not subject to the number of users defined in Exhibit A.*

Exhibit A / OPTIONAL LICENSED STANDARD SOFTWARE AND FEES

Optional Licensed Standard Software Pricing

Customer may license the following software modules at the indicated current list prices for up to eighteen (18) months from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

| LOGOS.NET STANDARD APPLICATION SOFTWARE ^{1,2,3} | | |
|--|-------------|------------|
| ITEM | DESCRIPTION | INVESTMENT |

FINANCIAL MANAGEMENT

- | | | |
|--|--|---------|
| 1. Logos.NET Additional Financial Management Software | | |
| - Grant Management | | \$9,000 |
| - Work Orders | | 21,000 |
| 2. Expanded Revenue Collections | | |
| - PC Cash Register Interface | | 9,000 |

eSUITE

- | | | |
|--|--|--------|
| 3. eFinance | | |
| - eMiscellaneous Billing (development) | | 10,000 |
| 4. eHR | | |
| - eTraining (development) | | 15,000 |

Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to lead **Customer's** management in implementing the Exhibit A software. This responsibility will include developing, documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) managing risks and issues;
- e) monthly project status reports; and
- f) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 24 months after the Effective Date.

2. Implementation and Training Support Services

Based on the Licensed Standard Software listed on Exhibit A, up to **130** days of **New World** implementation and training support services have been allocated for this project. Excess services requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) calendar days before the scheduled start date to cover **New World's** out-of-pocket costs. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Bank Reconciliation
- b) 3rd party Receivables (Batch)
- c) Time and Attendance

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software (“Start Date”) and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than eighteen (18) months after a new release is announced by **New World**. Current best practice is nine (9) months after release);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer’s** request, or for prior releases of **New World’s** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

6. Requests for Software Correction on Licensed Standard Software in Production

If, after Customer has cutover to live production use of the Licensed Standard Software, **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current **New World** user manuals, **Customer** shall notify **New World** in writing, email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective. **New World** shall only accept notices of defect and requests for software correction from the **Customer** Liaison, unless the **Customer** Liaison is not available or the defect or software correction is believed by **Customer** to be so critical that immediate notification to **New World** is required. Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, **New World** shall provide software correction service at no charge. (See Section 4.0 (“Warranties and Representations”) of the Agreement for the **New World** warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5). **Customer** may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **Customer**’s software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after Customer has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **Customer**’s determination of the severity of the error defect, fault, performance, operation or malfunction and **New World**’s reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**’s software.

The goal for correcting a Priority 1 event is 24 hours or less.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit Customer's use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 2 event is five (5) Business Days, or less.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

Customer may contact the following **New World** resources for management level issue resolution escalation:
Vice President of Logos Customer & Product Operations, currently Sandro Viselli

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
- b) situations where **Customer's** use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

| <u>Annual Maintenance Cost</u> | |
|--------------------------------|-----------|
| Year 1 | No charge |
| Year 2 | \$89,250 |
| Year 3 | 89,250 |
| Year 4 | 89,250 |
| Year 5 | 89,250 |

For a comparable range of services, **New World** agrees that the increase in the annual maintenance cost for year 6 shall not exceed 3% over the prior year.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **Scott County**
Customer Name

Located At: **600 West Fourth Street**
Davenport, Iowa 52801

Authorized Signature of Customer:

| Name (Please Print or Type) | Title | Signature |
|-----------------------------|-------|-----------|
|-----------------------------|-------|-----------|

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement** with **New World**.
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

Acceptance of the Demonstration Site Discount by the **Customer** does not bind the **Customer** to any obligations beyond those described within this **Agreement**.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

1. General

- a) This conversion effort includes data coming from one unique data source, not multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **Customer** prior to providing the data to **New World**

2. New World Responsibilities

- a) **New World** will provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
- b) **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B daily billable rates, which is scheduled in conjunction with the delivery of the converted data to the **Customer**.
- d) **New World** will provide the **Customer** up to five (5) test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **Customer** and convert the available data elements defined in the standard conversion record layouts.
- f) Up to seven years of historic data will be converted by **New World**.

3. Customer Responsibilities

- a) **Customer** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site.
- c) **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
- d) As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **Customer** commitment and **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
- e) **Customer** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. Applying the converted data to the production (Live) environment will constitute conversion acceptance by **Customer**.
- f) If the **Customer** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout at the Daily Rate. The **Customer** must provide complete file and field definitions for **New World** to map the data.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

4. Files to be converted

Up to 4 files from the following possible sources are included.

Financial

- Vendor Information
- Asset Management (Fixed Assets)
- General Ledger/Budget History

Payroll

- Employee Information

EXHIBIT G
CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate. **New World** will not begin work effort related to modifications/interfaces without written notice from **Customer**.

Capabilities included in the initial scope:

Custom Software/Interfaces

- (1) Novatime to New World - Time and Attendance: A two way user initiated batch interface process to and from Logos.NET payroll system and Novatime time keeping system. Limited Logos.NET employee information is exported out of the Logos system and imported into Novatime Hour's information is exported from Novatime and imported into Logos.NET's centralized or departmental hours entry. Employee information includes employee number, name, address, current pay rates, current positions, project codes, accruals usage and accrual balances.
- (2) Collective Data Fleet Management System: Once the work order information is closed, we will interface the corresponding Asset information, i.e., transfers, increase in the value of asset, decrease in asset value, to our Asset Management module to allow Logos.NET to handle the corresponding "accounting" functions of those.
- (3) Community Services Network MIS Interface: A one-way, user-initiated batch process to import accounts payable invoices from a third party system to New World's accounts payable invoice process.
- (4) Tyler Tax Incode Interface: A one-way, user-initiated batch process to import journal transactions from a third party system to New World's general ledger.
- (5) COTT Systems Records Interface: A one-way, user-initiated batch process to import journal transactions from a third party system to New World's general ledger.
- (6) Active Outdoors Recorders DNR Interface: A one-way, user-initiated batch process to import payment receipts from a third party system to New World's revenue collection module.
- (7) Recreation Application Interface: A one-way, user-initiated batch process to import payment receipts from a third party system to New World's revenue collection module.
- (8) NeoGov Interface: NeoGov will be used to manage the Customer's recruiting and applicant tracking processes. It is expected that job requisitions will be handled in New World and once approved, position data will be interfaced to NeoGov to create the job notice. Once an applicant has been selected for hire, applicant info will be interfaced back to New World to complete the hire process.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

- (9) Numara Footprints Work Orders Interface: A two-way, user-initiated batch process to import and export journal transactions to and from a third party system and New World's general ledger.
- (10) State MMIS Interface: A one-way, user-initiated batch process to import accounts receivable invoices from a third party system to New World's miscellaneous billing invoice processing; and a one-way, user-initiated batch process to export journal transactions from New World to a third party system.
- (11) AP Purchasing Card Import: A one-way, user-initiated batch process to import purchasing card transactions from the bank, or vendor, to New World's accounts payable purchasing card invoices.
- With New World providing consultation, Customer is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.*

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
- Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services at the Daily Rate.

For modification requiring over five (5) days of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

b) Implementation Schedule

| <u>Activity</u> | <u>Targeted Time Period</u> |
|--|-----------------------------|
| (1) Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project. | To be determined |
| (2) New World submits completed RD to Customer . | To be determined |
| (3) RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing). | To be determined |
| (4) New World completes programming from RD and provides modified software to Customer . | To be determined |
| (5) Software Modification Acceptance Test based on RD. | To be determined |

c) Customer's Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
BUDGET ESTABLISHED FOR CUSTOMER REQUESTED
STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

1. Establish a Budget for Software Enhancements and/or Custom Software

As described in Exhibit AA, **Customer** has allocated a budget of **\$52,800** to provide customer specific Standard Software Enhancements, Modifications, or Custom Software. **Customer** may elect to proceed by providing **New World** with a written Notice to Proceed. Upon receipt of a Notice to Proceed, **New World** shall invoice **Customer** for 60% of the associated costs, which **Customer** agrees to pay within thirty (30) days of invoice. The remaining 40% shall be invoiced upon delivery of the item requested, which **Customer** agrees to pay within thirty (30) days of invoice.

2. Notice to Proceed

After receiving a written Notice to Proceed by Customer, **New World** will provide **Customer** the requested Standard Software Enhancements and/or Custom Software as specified in the Notice and/or as further discussed below. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 3(b)(1) procedure below.

An analysis and assessment (“Assessment”) to confirm the scope of effort for the specified work will be conducted prior to beginning actual programming work on **Customer’s** required enhancement(s). If the Assessment exceeds the budget in this Exhibit, at **Customer’s** request, **New World** will provide a revised estimate for the modifications/interfaces. Within thirty (30) days of receipt of New World’s revised estimate, **Customer** shall notify **New World** whether it will proceed with the modifications/interfaces based on the revised estimate by providing New World a new Notice to Proceed.

3. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World’s Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in the Assessment above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include a detailed description of the required feature.
- (3) Programming and programming test.
- (4) On-site training, testing and/or other support services using Exhibit B rates and fees.

Exhibit H / BUDGET ESTABLISHED FOR CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

b) Implementation Schedule

| | <u>Activity</u> | <u>Targeted Time Period</u> |
|-----|--|-----------------------------|
| (1) | Complete Design Review with Customer Staff. Customer agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project. | To be determined |
| (2) | New World submits completed RD to Customer . | To be determined |
| (3) | RD is accepted and signed off by Customer (no programming will be done by New World until the formal sign-off and Customer's authorization to proceed in writing). | To be determined |
| (4) | New World completes programming from RD and provides modified software to Customer . | To be determined |
| (5) | Software Modification Acceptance Test based on RD. | To be determined |

c) Customer's Responsibility

All **Customer**-requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT I
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP
SOFTWARE SPECIFICATIONS

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services at the then current daily rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT J
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **Customer's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support services, **New World** shall assist **Customer** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **Customer** has gone "live" on the application. If Criteria 1 is used, **Customer** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **Customer** unreasonably delays the start of the Criteria 1 test procedure for more than fourteen (14) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the fifteenth (15th) day after the designated test date.

Criteria 2:

Successful acceptance of each application of Licensed Software delivered shall be deemed to have occurred at the time **Customer** begins using the application of Licensed Software to produce data or output which is distributed for actual use and/or otherwise used as "live data".

EXHIBIT K
TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

In order to comply with IRS and company policies, all expense reports must be properly documented. “Properly documented” means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World’s discretion without notice.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets, detailed restaurant checks, and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. If you paid for the airfare yourself, you must also submit your airline receipt and credit card voucher or other valid proof of payment. For E-tickets: although there is no ticket stub to turn in, please submit boarding passes, itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher must be submitted.

For restaurants: Tear-off tabs and handwritten receipts for cash will generally not be accepted if they exceed \$25.

All receipts must clearly indicate: Seller’s name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where you have lost a receipt or did not get one, provide the above information along with an explanation of why there is no receipt. Do not cross out or change any of the information on a receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted. A substituted receipt will not be accepted. The Company will retain your original receipts and expense reports for at least a year, should you ever need access to them.

2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip should be clearly described on the expense report. Entertainment and employee relations expenses require the name of the prospect/Customer and the event, type of entertainment, location/establishment name, the number of people entertained, their names, and the business purpose. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

Exhibit K / TRAVEL POLICY

Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

You will be reimbursed for the daily business use of your personal vehicle when such mileage exceeds your normal roundtrip commuting mileage.

Example: Susan Jones lives 20 miles from the office, making her normal roundtrip commuting mileage equal to 40. If she travels 50 miles to the airport on Monday, she will be reimbursed for 10 miles for that day (50 miles driven that day less her normal 40 mile daily commute).

You will not be reimbursed for business mileage if the total distance driven is less than your normal commuting mileage on the days you drove. All approved miles traveled on a Saturday, Sunday or company holiday will be paid if you are on authorized company business that day.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. Under 400 Miles Per Week: For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of \$.43 per mile, or

2. Over 400 Miles Per Week: For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of \$.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of \$.33 per mile.

2. Parking, Tolls, etc.

The company will reimburse you for parking, tolls, and certain other other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

When parking overnight or longer, you must use the overnight, deck or long-term parking lots to avoid excessive parking costs. Any excessive parking expense will not be reimbursed.

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service. Under current policy, you may choose to participate in Frequent Flyer programs as long as actual flights are chosen based on lowest fares, not maximizing personal mileage credits.

Exhibit K / TRAVEL POLICY

Air travel is not allowed to destinations that are within 200 miles of your home or local office or in any situation where it is more economical to drive rather than fly. All trips should originate from the major airport that is nearest to our local office (Detroit Metro for Troy office employees) unless it is less expensive to use a different airport.

You are expected to book airline reservations 14 days in advance if possible to take advantage of reduced rate fares. You're expected to accept the lowest fare with New World's preferred carrier, connecting flights, and alternative flights, which depart within 2 hours of your desired departure time. The recommendations of New World's Authorized travel Agent should normally be followed.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Your boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with your expense report for all air travel—regardless of whether the company or you paid the bill. If your itinerary differs from the actual flights you made, provide an explanation on the itinerary.

Unused Tickets

Unused tickets are valuable and must be returned to the controller's office immediately so that proper credit can be received. Do not keep unused tickets or try to convert them in any way for future use or gain.

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

You should return rental cars with a full tank of gas. Rental agencies charge excessive gasoline prices (currently \$6.00/gallon or more) to refuel a vehicle. While New World will reimburse you for normally-priced gasoline you put into rental cars, we will not reimburse employees for excessive rental agency fuel charges that exceed \$10 per rental. Fill up in the morning or night before if you're not sure you'll have time when you return the car.

If you use a rental car on a trip that originates from your home or office, you may claim the standard mileage rate for the business mileage (minus normal commuting mileage), but the cost of the rental car itself and gas, etc. will not be reimbursed.

In certain circumstances a Customer may request or allow you to drive a rental car to a location beyond 200 miles from your home or office. This will be allowed only if an authorized Customer representative agrees in writing to reimburse New World for the full cost of the rental car and all driving time at standard rates.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. Our account recap number can be found on your NCR card. You must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

It's most economical to return the car to the same location where you originally rented it. If you must return the car to another location, be aware that substantial additional charges will be assessed by National based on the distance between the origination and drop-off offices.

Exhibit K / TRAVEL POLICY

5. Ground Transportation

When renting a car is not more economical, the company will reimburse you for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt. Such receipts should be obtained whenever possible. Share cab rides with other New World employees whenever possible to save money.

On trips that exceed 2 days: Cab fare will not be reimbursed if it would have been cheaper to rent a car.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** you stay overnight on business. The standard per diem amount is \$52 for travel within the 48 continental U.S. states and \$44 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

You may claim an additional \$26 per diem on the day of your return if you arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips you may depart and return the same day and not spend an evening out of town. In those cases, a \$26 per diem may be claimed if you spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

Billing and Special Situations: New World's Customers are normally invoiced for all per diem allowances paid to employees for service trips. Sometimes our arrangements with Customers may specify a per diem amount that is higher or lower than the standard rates above for business reasons. As a general rule, this will not change the standard per diem allowance paid to employees. You will be notified in advance in writing if any exception to this general rule applies in a specific situation.

7. Lodging

You are expected to stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, and other clean newer bargain motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President - Finance as being necessary for business reasons—for example, staying at a resort location to attend a trade show or staying close to the prospect's office during the sales process. Many hotels have government rates or special rates available to IBM or Microsoft Business Partners or guests of the city/county. You should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.



APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By execution of this **Agreement**, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Scott County
600 West Fourth Street
Davenport, IA 52801

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1

THIRD PARTY PRODUCTS AND SERVICES

- | | | |
|-----------|--------------------------------------|---------|
| 1. | PC Based Cash Register Component Kit | \$1,175 |
|-----------|--------------------------------------|---------|

Includes: MMF Cash Drawer, Epson USB Receipt/Validation/Slip Printer and Symbol/Motorola USB Bar Code Scanner

NOTE: Windows PC Workstation Not Included

BILL FENNELLY
SCOTT COUNTY TREASURER
600 W 4th Street
Davenport, Iowa 52801-1030

www.scottcountyiowa.com
www.iowatreasurers.org



MOTOR VEHICLE DIVISION
Scott County Administrative Center (563) 326-8664

PROPERTY TAX DIVISION
Scott County Administrative Center (563) 326-8670

COUNTY GENERAL STORE
2162 West Kimberly Road
Davenport, Iowa 52806
(563) 386-AUTO (2886)

Date: 12/7/2012
To: Scott County Board of Supervisors
Cc: Dee F. Bruemmer, Scott County Administrator
From: Bill Fennelly, Scott County Treasurer
RE: Request to Abate Property Taxes

I am requesting the taxes for machinery and equipment for A-1 Machinery and Equipment on parcel F0061-06D be abated pursuant to statute 445.16 after determining it impractical to pursue the collection of the total amount due.

The principle amount for 1991 – 1996 is \$13,144 and the principle amount for 1997 – 2001 is \$8,544.00. Machinery and equipment have not been taxable since 2002 and this is no longer an active parcel.

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
April 29, 2010

**APPROVAL OF THE ABATEMENT OF DELINQUENT PROPERTY TAXES AS
RECOMMENDED BY THE SCOTT COUNTY TREASURER AND IN ACCORDANCE
WITH IOWA CODE CHAPTER 445.16**

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

- Section 1. The Scott County Treasurer has determined the collection of the delinquent taxes on Scott County Parcel #F0061-06D is administratively impractical.
- Section 2. Iowa Code Chapter 445.16 states that if the County Treasurer makes a recommendation to the Board of Supervisors to abate taxes the collection of which is determined to be impractical, the Board of Supervisors shall abate the tax interest and costs.
- Section 3. The County Treasurer is hereby directed to strike the balance of \$21,688 for Parcel #F0061-06D.
- Section 4. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

400 West Fourth Street
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669
www.scottcountyiowa.com



December 11, 2012

To: Dee F. Bruemmer, County Administrator

From: Matt Hirst, Information Technology Director
Wes Rostenbach, Accounting and Tax Manager
David Farmer, Budget Manager

Subject: Approval of Time and Attendance Application Upgrade

Scott County has requested and received a quote for an upgrade to the current County time and attendance application, Novatime, from Longley Systems. This upgrade would leverage the investments the County made in Novatime software in 2001 and 2008.

This time and attendance upgrade project would include:

- An upgrade to the latest version of Novatime software
- Novatime professional services for the installation of Novatime 4000
- Longley Systems professional services for system configuration and training at a department level
- The upgrade and replacement of approximately thirty-two (32) clocks.

The quote summary and the Statement of Work (SoW) from Longley for this application upgrade are attached.

It is recommended that the Board approve the quote and SoW for a software upgrade including time clocks and professional services from Longley Systems to Novatime in an amount not to exceed \$110,000. Monies are available in the electronic equipment fund to pay for this project.

Scott County Information Technology currently budgets approximately \$5000 annually for software maintenance for Novatime time and attendance software. These costs would be waived for FY'13 and are anticipated to remain approximately the same when resumed in FY'14.

Enc. (2)

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

December 20, 2012

APPROVING PURCHASE OF TIME AND ATTENDANCE APPLICATION UPGRADE

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

- Section 1. The purchase of an upgrade to Novatime 4000 time and attendance application, time clocks, and professional implementation services from Longley Systems in an amount not to exceed \$110,000 is hereby approved.
- Section 2. This resolution shall take effect immediately.



Complete Time and Attendance
Management Solutions

Longley Systems,

P.O. Box 3607
Rock Island, IL 61204

309-797-3345 Office
309-797-3347 Fax

QUOTATION

Quote Number: 2135
Quote Date: Dec 4, 2012
Page: 1

Quoted To:

SCOTT COUNTY
SCOTT COUNTY
400 W. 4TH STREET
DAVENPORT, IA 52801

Ship To:

SCOTT COUNTY
SCOTT COUNTY
400 W. 4TH STREET
DAVENPORT, IA 52801

Subject to terms & conditions of the sale.

| Customer ID | Quote Expires | Payment Terms | Sales Rep |
|-------------|---------------|---------------------------|-----------|
| SCOCOUN | 12/31/12 | 50% DEPOSIT/REMAINING PER | JENMIC |

| Quantity | Item | Description | Unit Price | Amount |
|----------|---------------------|---|------------|------------|
| 1.00 | 34-NOVA4000EE-S1250 | NOVATIME 4000-STAR, 1250 EMPLOYEES/120 USER, LICENSED TO: SCOTT COUNTY | 34,250.00 | 34,250.00 |
| 1.00 | 30-DISCOUNT | DISCOUNT-SOFTWARE FREE NOVATIME 4000 UPGRADE PROGRAM FOR 1000 EMPLOYEES | 28,000.00 | -28,000.00 |
| 1.00 | 34-NOVA4000WS-S1000 | NOVA4000WS-S1000, LICENSED TO: SCOTT COUNTY | 6,500.00 | 6,500.00 |
| 1.00 | 30-DISCOUNT | DISCOUNT-SOFTWARE NOVATIME 4000 UPGRDE PROGRAM FOR 1000 EMPLOYEES | 6,500.00 | -6,500.00 |
| 1.00 | 23-NOVA4000EE-S1250 | SOFTWARE MAINTENANCE AGREEMENT | 1,800.00 | 1,800.00 |
| 1.00 | 23-NOVA4000WS-S1000 | SOFTWARE MAINTENANCE AGREEMENT EFFECTIVE DATE | 500.00 | 500.00 |
| -1.00 | 23-NOVA4000EE-S1250 | SOFTWARE MAINTENANCE AGREEMENT - WAIVED UNTIL NEXT BILLING CYCLE 8/1/2013 | 1,800.00 | -1,800.00 |
| -1.00 | 23-NOVA4000WS-S1000 | SOFTWARE MAINTENANCE AGREEMENT - WAIVED UNTIL NEXT BILLING CYCLE 8/1/2013 | 500.00 | -500.00 |
| 1.00 | 24-NOVA4000EE-S1250 | ANNUAL LICENSE FEE | 2,325.00 | 2,325.00 |
| 1.00 | 24-NOVA4000WS-S1000 | ANNUAL LICENSE FEE | 390.00 | 390.00 |
| 4.00 | 24-NOVA4000S-USR5 | ANNUAL LICENSE FEE | 30.00 | 120.00 |
| -1.00 | 24-NOVA4000EE-S1250 | ANNUAL LICENSE FEE WAIVED | 2,325.00 | -2,325.00 |

| | |
|---------------|------------------|
| Subtotal | Continued |
| Sales Tax | Continued |
| Ship/Handling | Continued |
| TOTAL | Continued |

Check out our newly updated website at www.longleysystems.com

Quote does not include travel expenses unless indicated above



Complete Time and Attendance
Management Solutions

Longley Systems,

P.O. Box 3607
Rock Island, IL 61204

309-797-3345 Office
309-797-3347 Fax

QUOTATION

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Page: 2

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|-------------|---------------|---------------------------|-----------|
| SCOCOUN | 12/31/12 | 50% DEPOSIT/REMAINING PER | JENMIC |

| Quantity | Item | Description | Unit Price | Amount |
|----------|----------------------|---|------------|-----------|
| -1.00 | 24-NOVA4000WS-S1000 | UNTIL NEXT BILLING CYCLE 8/1/2013 ANNUAL LICENSE FEE WAIVED | 390.00 | -390.00 |
| -4.00 | 24-ADDITIONAL5USER | UNTIL NEXT BILLING CYCLE 8/1/2013 ANNUAL LICENSE FEE WAIVED UNTIL NEXT BILLING CYCLE 8/1/2013 | 30.00 | -120.00 |
| 1.00 | 34-NOVA4000-IT | NOVATIME 4000 INSTALLATION ON CUSTOMER PROVIDED STAR SERVER AND TEST NOVATIME 3000 DATA MIGRATION | 2,000.00 | 2,000.00 |
| 1.00 | 74-NOVA4000-STAR1000 | PROFESSIONAL SERVICES TO INCLUDE NOVATIME 3000 DATA MIGRATION LIVE, CONFIGURATION, ADMINISTRATIVE AND DEPARTMENTAL TRAINING AND CONFIGURATION PER S.O.W. | 21,000.00 | 21,000.00 |
| 15.00 | 41-NT450-HI | NT450-HI, HID PROXIMITY BADGE DATA COLLECTION TERMINAL, LICENSED TO : SCOTT COUNTY | 1,395.00 | 20,925.00 |
| 15.00 | 40-DISCOUNT | DISCOUNT-HARDWARE 20% | 279.00 | -4,185.00 |
| 10.00 | 41-NT450-FP | NT450-FP, BIOMETRIC FINGERPRINT DATA COLLECTION TERMINAL, LICENSED TO: SCOTT COUNTY | 1,795.00 | 17,950.00 |
| 10.00 | 40-DISCOUNT | DISCOUNT-HARDWARE 20% | 359.00 | -3,590.00 |
| 15.00 | 42-NT6500II-HI BBOX | NT6500II HID/PUSH DATA | 2,465.00 | 36,975.00 |

| | |
|---------------|------------------|
| Subtotal | Continued |
| Sales Tax | Continued |
| Ship/Handling | Continued |
| TOTAL | Continued |

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|-------------|---------------|---------------------------|-----------|
| SCOCOUN | 12/31/12 | 50% DEPOSIT/REMAINING PER | JENMIC |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------------------------------------|--|--------------------|-----------|
| 15.00 | 40-DISCOUNT 42-NT6500II-FP BBOX | COLLECTION TERMINAL W/BACKBOX. , LICENSED TO: SCOTT COUNTY DISCOUNT-HARDWARE 20% NT6500II FINGERPRINT DATA COLLECTION TERMINAL W/BACKBOX. LICENSE TO: SCOTT COUNTY | 493.00 2,735.00 | -7,395.00 |
| | 40-DISCOUNT 41-NT6000P2-WIFI | DISCOUNT-HARDWARE 20% NOVAtime NT6000P2 WINDOWS MOBILE WI-FI (802.11b/g) WITH LASER SCANNER PORTABLE PUSH TERMINAL, WITH USB CHARGING CRADLE, LICENSED TO: SCOTT COUNTY | 3,396.00 | |
| 25.00 | 40-DISCOUNT 43-NT450-POE | DISCOUNT-HARDWARE 20% POWER OVER ETHERNET HUB, NT450 | 125.00 | 3,125.00 |
| 10.00 | 43-NT6500-POEP | NT6500-POE POWER OVER ETHERNET MODULE SOFTWARE MAINTENANCE TO BE PRORATED FOR MONTHS REMAINING IN CURRENT BILLING CYCLE AT TIME OF UPGRADE. PROFESSIONAL SERVICES QUOTED IS AN ESTIMATE BASED | 225.00 | 2,250.00 |

| | |
|---------------|------------------|
| Subtotal | Continued |
| Sales Tax | Continued |
| Ship/Handling | Continued |
| TOTAL | Continued |

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Quote does not include travel expenses unless indicated above



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Subject to terms & conditions of the sale.

| Customer ID | Quote Expires | Payment Terms | Sales Rep |
|-------------|---------------|---------------------------|-----------|
| SCOCOUN | 12/31/12 | 50% DEPOSIT/REMAINING PER | JENMIC |

| Quantity | Item | Description | Unit Price | Amount |
|----------|------|--|------------|--------|
| | | ON UPGRADES OF SIMILAR SIZE AND SCOPE AND MAY INCREASE OR DECREASE BASED ON FURTHER CONVERSATIONS. | | |

| | |
|---------------|------------------|
| Subtotal | 95,305.00 |
| Sales Tax | |
| Ship/Handling | 100.00 |
| TOTAL | 95,405.00 |

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Quote does not include travel expenses unless indicated above

Statement of Work

Version 1.2 • December 14, 2012

The primary objective of this project is to upgrade Scott County from the NOVAtime 3000 to NOVAtime 4000 Workforce Management solution.

Specific goals include:

- Migrate existing NOVAtime 3000 Data
- Ensure a smooth and trouble free transition to the NOVAtime 4000 system
- Familiarize Scott County personnel with added/enhanced features and functionality
- Provide Training, Configuration, and Implementation services to assist Scotty County with utilizing NOVAtime 4000 to the full extent possible



Table of Contents

| | | |
|----------|--|-----------|
| 1 | INTRODUCTION..... | 5 |
| 1.1 | BACKGROUND..... | 5 |
| 1.2 | SCOPE OF WORK..... | 6 |
| 1.3 | OBJECTIVES..... | 8 |
| 2 | DELIVERABLES..... | 9 |
| 3 | SCHEDULE..... | 10 |
| 4 | PROJECT STATUS AND EXPECTATIONS..... | 12 |
| 4.1 | PROJECT STATUS REPORTS..... | 12 |
| 4.2 | LONGLEY SYSTEMS REQUIREMENTS AND EXPECTATIONS..... | 12 |
| 5 | SENSITIVE AND PROPRIETARY INFORMATION..... | 13 |
| 6 | ACCEPTANCE AND AUTHORIZATION..... | 14 |

Document History

Paper copies are valid only on the day they are printed. Contact the author if you are in any doubt about the accuracy of this document.

Revision History

| Revision Number | Revision Date | Summary of Changes | Author |
|-----------------|---------------|--------------------|--------|
| | | | |

Reference Documents

Please see the following documents for more information:

| Document Name | Version | Author |
|---|---------|--------------|
| LSI Sales Order # 2135 | N/A | LSI |
| 04 NTI PROC 4000STAR_INF_2000EE.pdf | N/A | NTI |
| 02 NTI PROC STAR_Install_Surveyv2c.docx | N/A | NTI |
| STAR Server Provided by Customer Terms Conditions and Agreements.docx | N/A | LSI |
| SMA Letter-Contract.pdf | N/A | LSI |
| NOVAtime Software License Agreement.pdf | N/A | NTI |
| Network Environment Policy.pdf | N/A | LSI |
| LSI Software Hardware Customization Policy.pdf | N/A | LSI |
| LSI Existing Payroll Interface Customization Policy.pdf | N/A | LSI |
| Scott County Remote Access Policy | | Scott County |

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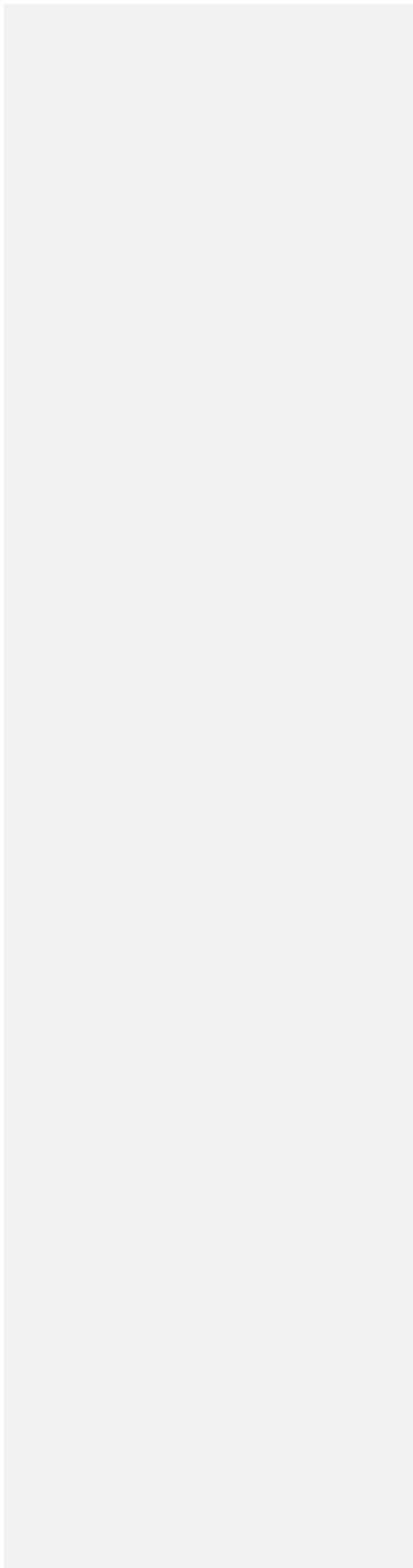


LSI DOC SOW_SCOTT COUNTY NOVATIME 4000 UPGRADE_v2_update_changes

accepted by LSI_12142012.docx_2

[NOVAtime 4000-STAR Upgrade\Scott County]

| | | | |
|-----------|--------------|--|--|
| Jeff ward | Scott County | | |
|-----------|--------------|--|--|



1 Introduction

| | |
|---------------------|--|
| Scott County | Scott County |
| Project Name | NOVAtime 3000 to NOVAtime 4000-STAR Upgrade |

This project statement of work (SOW) provides a documented basis for making future decisions and for confirming or developing a common understanding of the scope for above project among all stakeholders. During the project lifecycle, the SOW may need to be revised or refined to reflect needed changes to the scope of the project.

1.1 Background

Project Justification:

- It has been a desire of Scott County to exploit their current NOVAtime 3000 Workforce Management solution to expand its utilization throughout the county to more effectively manage their employees' Time and Attendance. After extensive research conducted by their ERP consultants it was deemed that the NOVAtime 3000 product was capable of meeting the county's needs.
- The county's current NT5000-BC Data Collection Terminals (DCT) has been deemed obsolete by the manufacturer. Thus prompting the need to replace those terminals with Data Collection Terminals that utilize the latest technology and will be serviced and support.
- NOVAtime Technology, the manufacturer of NOVAtime solutions, has implemented a "Free Software Upgrade Program" to Scott County.

Demographics:

- Scott County's comprises of (18) Departments that will utilize the NOVAtime 4000 Workforce Management Solution. The main office is located at; 600 W. 4th St. Davenport, IA 52801, 6th Floor. Other Departments are located at 500 W. 4th St. • Davenport, IA 52801, 1100 E. 46th St. • Davenport, IA 52807, and 14910-110th Ave. • Davenport, IA 52804
- Scott County has approximately 500 Full/Part Time and 300 Seasonal Employees



1.2 Scope of Work

This Statement of Work shall apply to the term stated in the Sales Agreement.

- The contract goes into effect 12/21/2012
- Longley Systems shall provide these services at a fixed cost outlined in preceding contracts / purchase orders

Project Description: (Brief summary of the products and services to be delivered)

This project scope covers the delivery, installation, and configuration of the NOVAtime 4000 STAR product and any identified interfaces. The agreed, fixed-price engagement is \$77,790.00. These fees cover the following:

| Product | Employee License Count | User License Count | Requested 'Go-Live' Date |
|-------------------------|------------------------|--------------------|--------------------------|
| NOVAtime 4000 STAR | 1,250 | 120 | 1/15/2013 |
| NOVAtime 4000 EWS | 1,000 | N/A | 1/15/2013 |
| NOVAtime 4000 Companion | N/A | N/A | 1/15/2013 |

| Interface | Interface Name | Description |
|---|-----------------------------|---|
| HR / EE Census Data | N/A | Data Migration Form NOVAtime 3000 |
| Payroll Bridge #1 | Scott County Payroll Bridge | Existing Payroll Interface |
| Payroll Bridge #2 | New Worlds Logos.Net | Future Payroll Interface |
| NOVAtime Enterprise Web Services Integration (NEWS) | TBD | **Will discuss further upon completion of New World ogos.Net ERP Implementation |

| Hardware | Quantity | Comments |
|---|----------|--|
| NT6500II-FP Terminal/POE with Mounting Back Box | 0 | This is an approximate amount and the actual number is to be determined |
| NT6500-HI Terminal/POE with Mounting Back Box | 15 | This is an approximate amount and the actual number is to be determined. Scott County will provide a test badge to verify compatibility with current Access Badges. |
| NT450-HI/POE | 15 | This is an approximate amount and the actual number is to be determined. Scott County will provide a test badge to verify compatibility with current Access Badges. |
| NT-450-FP | 10 | This is an approximate amount and the actual number is to be determined |
| NT6000P2/WI-FI Mobile Data Collection Terminal | 0 | This is an approximate amount and the actual number is to be determined. This unit will utilize Wireless Communication only, Cellular functionality is not included in this model. |
| | | |
| | | |
| | | |

| Maintenance Contract | Selected Coverage / Plan |
|----------------------|---|
| Software | Per Annual Software Support and STAR Terms and Agreements |
| Hardware | N/A |

Implementation Services:

This scope covers all required Professional Services done on your behalf by any member of NOVAtime, including phone calls, documentation, and travel time.



1.3 Objectives

This section expands of the justification points outlined in Section 1.1. Project objectives typically include budget, schedule, and quality measurements (i.e. reduce errors by 'x%', etc.)

This Statement of Work shall achieve the following specific objectives, for example:

| Objective |
|--|
| Support ERP with Novatime data two-way interface |
| Distribute time and attendance administrative functionality to super users |
| Increase functionality by tracking comp time and shift differential |
| |
| |
| |
| |

Formatted Table

2 Deliverables

Project Deliverables:

The following is a list of the summary-level, sub-tasks / products whose completion and satisfactory delivery marks the completion of the project:

- *SurePath Project SOW* – to be developed and maintained by Scott County and Longley Systems Project Managers
- Project Schedule detailing the project timeline, activities, and resource assignments
- Change and Quality Control Management
- Planning, Coordination, and Performance of Training Requirements
- Installed, configured, and certified NOVAtime 4000 software
- Data Migration and NOVAtime Companion testing
- Installed and configured Data Collection Terminals
- Functional interface(s) as defined within this document

Project Fiscal Milestones:

| Milestone | Percentage | Comments |
|-------------------------------|---|---|
| Contract/Project Initiation | 50% of total proposed project amount | To be provided to Longley System no later than 12/30/2012 to take advantage of the "free Software Upgrade" program. |
| Installation of NOVAtime 4000 | Remaining Implementation Monies | Upon successful installation, configuration and data migration test |
| Data Collection Terminals | Remaining Data Collection Terminal Monies | Upon delivery of Data Collection Terminals. To obtain the highest discount rate all DCT must be ordered at the same time. Subsequent Data Collections Terminals may not be at the same discount rate depending on the quantity being ordered. |
| Phase 1 | 20% of remaining Configuration and Training | Upon completion of NOVAtime 4000 Administrator Training |
| Phase 2 | 30% of remaining Configuration and Training | Upon completion of Department Overview Sessions |
| Phase 3 | 30% of remaining Configuration and Training | Upon completion of Departmental Configuration and Training sessions |
| Project Completion | 20% of remaining | Upon completion of all Departmental Training and acceptance by Scott |



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[NOVAtime 4000-STAR Upgrade\Scott County]

| | | |
|--|----------------------------|---|
| | Configuration and Training | County Project Manager that the implementation is complete. |
|--|----------------------------|---|

3 Schedule

The following table estimates the project tasks, duration, deliverables, and estimated resources and fees.

| Phase | Key Deliverables | Start Date | End Date |
|--|---|------------|------------|
| Planning | Statement of Work | 12/05/2012 | 12/20/2012 |
| Product Order | Order/Receive License and Data Collection Terminals | 12/21/2012 | 01/15/2013 |
| Build/Prepare STAR Servers | None, Scott County Responsibility | 1/2/2013 | 1/14/2013 |
| Configure STAR Servers | NOVAtime Solutions to Install NOVAtime 4000 | 01/15/2013 | 01/15/2013 |
| Data Collection Terminal Delivery | Deliver Data Collection Terminals | 1/15/2013 | |
| Testing | LSI migrates NOVAtime 3000 Data to NOVAtime 4000-STAR, install and test Companion | 01/15/2013 | 01/30/2013 |
| Deployment/Live Application | LSI migrates NOVAtime 3000 Data to NOVAtime 4000-STAR. Install and configure Companion | 1/30/2013 | 1/30/2013 |
| Administrator Training (Phase 1) | Provide Introduction and familiarization to Administrators | 1/30/2013 | 1/31/2013 |
| Departmental Configuration and Training (Phase 2 &3) | Install Data Collection Terminals, provide discovery documents, configure and train Departmental Users. Specific Dates to be determined | 2/4/2013 | 4/30/2013 |
| Review & Summary | Post Implementation Meeting to identify success and completion of upgrade | 4/30/2013 | 4/30/2013 |
| Support Transition | Support Transition Meeting | 4/30/2013 | 4/30/2013 |

Longley Systems shall maintain a single project schedule from which various project reports shall be produced.

- Deliverables must be provided on the dates specified.



- Changes to the delivery date must have prior approval by the Scott County Project Manager.
- All deliverables must be submitted in a format approved by the Scott County Project Manager.
- If the deliverable cannot be provided within the scheduled time frame, Longley Systems must contact the Scott County Project Manager and highlight the delay and the proposed revised schedule.
- The revised schedule must consider the impact on related tasks and the overall project.
- The revised schedule must be approved by the Scott County Project Manager before placed in effect.

Proposed Training, Configuration, and Implementation Plan:

It is the intention of Longley Systems, Inc to provide Scott County with thorough training on use of the NOVAtime4000 Workforce Management Solution in an effort to accomplish the following stated goals:

- 1) Increase capability with current existing features
- 2) Efficiently utilize and understand added features and functionality related to the software upgrade
- 3) Tailor clearly defined training sessions specific to individual departments
- 4) Create department specific "Super-Users" to better manage employees within their department

In order to accomplish the above listed items Longley Systems, Inc will provide training in three phases.

Phase 1: NOVAtime Administrator Familiarization and Training

All current and potential NOVAtime Administrators' will be required to attend a (2) day training session which will consist of familiarization of the new features and functionality, review existing processes; identify underutilized features and functionality, and introduction and familiarization with the new Data Collection Terminals to the county with a broad scope.

Phase 2: Departmental Overview

Scott County Department Heads or designees will attend a ½ day training session to be familiarized with the enhanced features and functionality of the NOVAtime 4000 and new Data Collection Terminals. At least one NOVAtime Administrator and/or the Scott County Project Manager should be in attendance at these meetings.

Phase 3: Departmental Configuration and Training

Scott County Department Heads, or designees, will attend departmental sessions (length and scope will be unique to each department) to review current process and challenges; identify features and functionality to improve efficiency and effectiveness of the system for each department. During this session Longley Systems, may configure the system based on the questions, suggestions and requirements put forth by the Department Head, or designee, or, will confer with the appropriate Scott County representative prior to making any configuration changes. One goal of this session will be to designate a Departmental "Super User".

Upon completion of the configuration of each department, departmental "End Users" will attend training sessions (length and scope will be unique to each department). This training session will consist of a thorough explanation of the usage of the new enhancements at configured based on the Departmental configuration, and the benefit of each added feature. Departmental "Super User" shall be in attendance for these sessions.

[Scott County]LSI DOC SOW_SCOTT COUNTY NOVATIME 4000 UPGRADE_v2_update_changes accepted by
LSI_12142012.docx_2
[NOVAtime 4000 Upgrade]



4 Project Status and Expectations

4.1 Project Status Reports

- Longley Systems Project Manager and the Scott County Project Manager will meet weekly on Thursday to discuss the progress of the implementation. This meeting shall cover all work performed during the week and identify the work to be performed during the subsequent week, to identify any problems encountered or still outstanding.

4.2 Longley Systems Requirements and Expectations

- Scott County will designate a NOVAtime Project Manager to work with Longley Systems' Project Manager to ensure the project is progressing as outlined in this document and to identify and resolve any potential or defined issues.
- Scott County will designate, at a minimum, (2) NOVAtime Administrators who will become the resident "experts" and act as the liaisons between Scott County "End Users" and Longley Systems' Project Manager, Implementation Coordinator, and Support Representatives
- The Scott County Project Manager will provide system access in accordance with company policies, standards, regulations, and rules of conduct.
- The Scott County Project Manager will provide the appropriate procedures, guidelines, standards, reference materials, and technical documentation.
- The Scott County Project Manager will provide access to the appropriate personnel (i.e. management, technical, subject matter expertise, etc.) necessary to fulfill the contract requirements.
- Scott County will ensure personnel required to attend configuration and training sessions are informed of their dates, location, and distribution of discovery and/or training handouts.

5 Sensitive and Proprietary Information

- Longley Systems shall return all information assets no longer required to complete project tasks to a designated Scott County representative.
- Sensitive or proprietary Scott County information shall NOT be removed, copied, or otherwise replicated from the Scott County's site or domain without the approval of the Scott County.
- Project deliverables and associated documentation generated by Longley Systems during the project are the property of the Scott County and must be submitted to the Scott County for evaluation, classification, and disposition.
- Use of the Scott County's network, email, and communications shall be considered sensitive and must be appropriately protected. It is Longley Systems' responsibility to ensure that project documentation is not shared, exchanged or shown to unauthorized personnel.
- Project documentation - hard and soft copies – is the property of Scott County. All project documentation will be given to the Scott County during and at the end of the contract.
- Longley Systems will release no information without written permission from Scott County. Any request for information relating to this contract presented to Longley Systems must be submitted to the Scott County Project Manager for a response. .
- Scott County shall not disclose information marked by Longley Systems as 'CONFIDENTIAL' to any 3rd party outside of this agreement.
- Longley Systems will inform Scott County of any security breaches of Longley resources which could jeopardize Scott County information.



6 Acceptance and Authorization

In order for your Workforce Management Solution to operate at maximum efficiency the functionality of the software must be consistent with the expectations of both the front and back end user to be served. It is thus necessary for LSI to work in conjunction with Scott County to ascertain a clearly defined set of desired outcomes and develop the most effective means to achieve those ends.

LSI utilizes the SurePath methodology, allowing our company to establish any inefficiency inherent with the current method used, set clear outcomes to better achieve the desired results and finally present solutions that are both effective and simple in scope. We are aware that Workforce Management is a focal point for all organizations and strive to present our clients with individually tailored solutions depending upon their specific needs.

This Statement of Work is meant to represent that dedication and create those mutual expectations. As a result it is open to discussion prior to signing and LSI encourages an open dialogue regarding any potential point of contention herein.

Change management process

Any change to this Statement of Work following the date of signature below will require that a **Change Request Form** be completed through the cooperation of both LSI and Scott County prior to its inclusion as an amendment to, and revision of, this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

Scott County

Longley Systems, Inc

Company Name

Company Name

Full name

Full name

Title

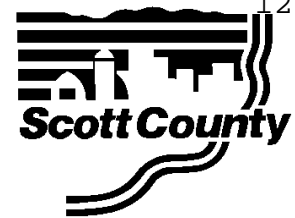
Title

Signature

Signature

Date

Date



INFORMATION TECHNOLOGY

400 West Fourth Street
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669
www.scottcountyiowa.com

December 12, 2012

To: Dee F. Bruemmer, County Administrator
From: Matt Hirst, Information Technology Director
Subject: Approval of Fiber Installation for the County General Store Relocation

Scott County Information Technology is finalizing negotiations of an Indefeasible Rights of Use (IRU) with the Iowa Communications Network (ICN) for a fiber exchange in order to support the move of the Treasurer's Office County General Store (CGS) location.

The details of this agreement are:

- Scott County will contract and pay for the installation of fiber from 46th and Welcome Way to the new CGS location in the amount of \$73,808.80
- ICN will pay for the right to use Scott County fiber on the Ripley path to Scott Emergency Communications Center (SECC)
- ICN will pay for the right to use Scott County fiber on the Eastern path to SECC
- ICN will pay for the right to use Scott County fiber on the SECC to the new CGS store location path
- ICN will pay for the right to terminate fiber at the Court House from a to be built path from State of Iowa offices at 6th and Main
- ICN costs will equal Scott County's investment in the new fiber install from 46th and Welcome Way to the new CGS location.

Advantages of this agreement include:

- Elimination of the need to install a wireless network link from SECC to the CGS
- Local Area Network (LAN) performance at CGS Wide Area Network (WAN) location
- Enhancement of relationship between Scott County and ICN
- Elimination of ICN leased line costs for State of Iowa in support of State Offices located at County facilities
- Elimination of County leased line costs in support of the CGS

It is recommended that the Board authorize the County Administrator to sign an IRU with the ICN as detailed above. Additionally, Scott County IT has requested and received a quote for the purchase and installation of fiber from CDB Underground in the amount of \$73,808.80. It is recommended that the Board approve this quote for the purchase and installation of fiber contingent upon a signed IRU with the ICN. Monies are available in the electronic equipment fund to initially pay for this project until reimbursed by the ICN.

The quote summary from CDB Underground for this fiber project is attached.

Enc. (1)

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

December 20, 2012

APPROVING FIBER INSTALLATION FOR COUNTY GENERAL STORE RELOCATION

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

Section 1. The authority of the County Administrator to sign an Indefeasible Rights of Use agreement with the Iowa Communications Network and the approval of purchase of fiber installation to the County General Store from CDB Underground in the amount \$73,808.80 is hereby approved.

Section 2. This resolution shall take effect immediately.

11030 136th. St.
 Davenport, IA 52804
 Phone 563-381-2194
 Fax 563-381-2195



Estimate

| | |
|------------|--------------|
| DATE | ESTIMATE NO. |
| 12/11/2012 | 477 |

| |
|---|
| NAME / ADDRESS |
| Scott County of Iowa 400 West Fourth Street Davenport, Ia 52801 |

| | | |
|-----------------|----------------|-----------------|
| P.O. NO. | PROJECT | JOB NAME |
| | | |

| DESCRIPTION | QTY | TOTAL |
|--|-------|-----------|
| PROJECT: WELCOME WAY & 46th STREET TO NEW DOT GENERAL STORE | | |
| DIRECTIONAL BORE 1-2" HDPE (CDB TO PROVIDE 2" ORANGE 13.5 DUCT) | 6,626 | 46,382.00 |
| SET HANDHOLES (CDB TO PROVIDE AND PLACE 24"X36"X30" WITH 6" OF CLEAN ROCK FOR DRAINAGE) | 8 | 6,400.00 |
| 72ct DIELECTRIC FIBER OPTIC CABLE (CDB TO PROVIDE) | 7,700 | 6,160.00 |
| PULL FIBER (72ct FIBER) | 7,426 | 5,940.80 |
| CITY OF DAVENPORT EXCAVATION PERMIT (CDB TO ACQUIRE) | 1 | 6,426.00 |
| FIBER SPLICING (CDB TO DUE A MID-SHEATH SPLICE AT 46th & WELCOME WAY INVOLVING 8 FIBERS,TERMINATE 12 FIBERS AT THE PANEL IN THE GENERAL STORE.CDB TO PROVIDED END TO END TESTING.) | 1 | 2,500.00 |

| | |
|--------------|--------------------|
| TOTAL | \$73,808.80 |
|--------------|--------------------|

SIGNATURE _____

HUMAN RESOURCES DEPARTMENT

600 West Fourth Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8767 Fax: (563) 328-3285
www.scottcountyiowa.com



Date: December 14, 2012
To: Board of Supervisors
From: Mary J. Thee, Human Resources Director/Asst. County Administrator
Subject: Addendum to NEOGOV agreement

The Human Resources Department would like to expand its current agreement with NEOGOV. The County currently uses NEOGOV as our vendor for online applications and recruitment services. We have received a proposal from NEOGOV to use their system for Performance Appraisals and On Boarding. Our current contract with SuccessFactors has expired and our intent is to conclude our business with them in the coming months. The move to NEOGOV will allow the County more flexibility customizing performance appraisals to the particular job. It will reduce HR staff time in loading and launching new appraisals to employees and supervisors. Additionally it will provide easier navigation through the system. As we already use a NEOGOV product there will only need to be one interface into the ERP system. The cost of the system is \$16,575 annually with one time costs of \$4,500. The remainder of the fiscal year will include the one time costs and half of the annual costs for a total of \$12,787.50. By taking advantage of the current offer the County will save \$2,645 annually and \$3,500 in the one time set up costs.

We have discussed the matter with the Department Heads and feel that this system will best serve the County going forward.

Cc: Dee Bruemmer, County Administrator
Matt Hirst, IT Director

Addendum

EXHIBIT A – ORDER FORM

Customer:

Bill To:

| | |
|--|--|
| Scott County (IA) Mary Thee HR Director mthee@scottcountyiowa.com (563) 326-8767 | |
|--|--|

| | | | |
|--------------------------------|-------------------|----------------------|------------------|
| Quote Date: | <u>12/12/2012</u> | Revision: | <u>1</u> |
| Valid From: | <u>12/12/2012</u> | Order Number: | |
| Valid To: | 12/31/2012 | Initial Term: | <u>12 Months</u> |
| Requested Service Date: | <u>TBD</u> | | |

Order Summary

| Item | Annual Recurring Price ¹ | One-time Price ¹ |
|----------------------------|---------------------------------------|-------------------------------------|
| 1.0 Performance Evaluation | | |
| 1.1 License Subscription | \$12,220.00 \$10,625.00 | |
| 1.2 Provisioning | | \$2,500.00 |
| 1.3 On-line User Training | | \$2,500.00 |
| Sub Total | \$10,625.00 | \$2,500.00 |
| 2.0 On Boarding | | |
| 2.1 License Subscription | \$7,000.00 \$5,950.00 | |
| 2.2 Provisioning | | \$1,500.00 \$1,000.00 |
| 2.3 On-line User Training | | \$1,500.00 \$1,000.00 |
| Sub Total | \$5,950.00 | \$2,000.00 |

| Included with License | | |
|--|----------|--|
| Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT | Included | |
| Product Upgrades to Licensed Software | Included | |

Addendum

Order Detail

1.0 NEOGOV Performance Evaluation (PE)

1.1 PE Subscription License

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Team Grouping
- Goal Library
- Shareable Competency Content
- Goal Copying
- Ability to Re-use Goals
- Org Charts
- Archiving Forms
- Uploading Content
- Development Goals
- Configurable Workflow
- Ability to Design Custom Forms
- Form Templates
- Configurable Rating Scales
- Batch Form Creation
- Goal Alignment
- Goal Hierarchy
- Writing Assistant –Shared Content

2.0 NEOGOV On Boarding (ON)

2.1 ON Subscription License

The annual license for the NEOGOV On Boarding Software includes the following:

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Notes & Attachments
- Task Manager
- Employee data upload for employees involved in the onboarding process (e.g. HR, IT, Payroll)
- Ability to Design Custom Forms
- Unlimited Custom Forms

Additionally, during the term of the subscription, the Customer will be provided:

Product Upgrades to Licensed Software

Agencies receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months

1.2 PE & ON Provisioning

The following activities are conducted as part of the NEOGOV PE & ON implementation

- Assign a NEOGOV project implementation specialist
- Conduct project kick off conference call to provide an overview of the system, review implementation plan, and discuss deliverables timeline, project roles and assignments
- Establish your agency's performance evaluation and on boarding production environment
- Provide import of existing employee data into the system (PE Only)

1.3 PE & ON Training

Training is a one-time cost and includes the following:

Addendum

- Unlimited online training with on-demand, self-running tutorials
- Access to monthly conference calls with PE users
- Access to the online NEOGOV Community, a discussion forum to network with other users and provide answers to your PE questions
- Customer Support shall be provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter “NEOGOV”) agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

One hundred percent (100%) of the pro rated annual license price is payable within thirty (30) days of execution of this Order Form and Service Agreement. (\$8,287.50) Subsequent renewal terms shall be invoiced at \$16,575.00

Software Provisioning

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$3,500.00)

Training

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (\$1,000.00)

- (3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.
- (4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

| <u>Customer</u> | <u>NEOGOV, Inc.</u> |
|-------------------|------------------------------|
| Signature: _____ | Signature: _____ |
| Print Name: _____ | Print Name: Scott Letourneau |
| Title: _____ | Title: President |
| Date: _____ | Date: _____ |

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

December 20, 2012

APPROVING AGREEMENT FOR
EMPLOYEE PERFORMANCE APPRAISAL SYSTEM

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

Section 1. That the addendum to the current contract with from NEOGOV system in the amount of \$12,787.50 (for the remainder of FY13) for a web-based employee performance appraisal system is hereby accepted and approved.

Section 2. That the Director of Information Technology is hereby authorized to sign said contract on behalf of the Board.

Section 3. This resolution shall take effect immediately.