

**TENTATIVE AGENDA**  
**SCOTT COUNTY BOARD OF SUPERVISORS**  
**August 11 - 15, 2014**

**Tuesday, August 12, 2014**

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

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

**Facilities & Economic Development**

- \_\_\_ 2. 28E Agreement with Long Grove, Iowa for the HMA Project, resurfacing on county road 162nd Ave and 1st Street in the City of Long Grove from W. Oak Street to F33. (Item 2)
- \_\_\_ 3. Quotes for slurry leveling and seal coat work for pavement preservation on Scott County Roads. (Item 3)
- \_\_\_ 4. Discussion of Bettendorf's request for a Bowe Manufacturing Tax Increment Financing District. (Item 4)
- \_\_\_ 5. Final Plat approval of Randy Luett Subdivision. (Item 5)

**Human Resources**

- \_\_\_ 6. Settlement of Bailiff Collective Bargaining Agreement. (Item 6)

**Finance & Intergovernmental**

- \_\_\_ 7. FY15 Crime coverage insurance costs. (Item 7)
- \_\_\_ 8. Website upgrade project. (Item 8)

**Other Items of Interest**

- \_\_\_ 9. Recognizing September 1, 2014 as Labor Day in our community. (Item 9)
- \_\_\_ 10. Beer/liquor license renewal for Valley Inn.
- \_\_\_ 11. Auditor Office Reorganization (ADDED)

\_\_\_\_ 11. Adjourned.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Ayes  
Nays

**Thursday, August 14, 2014**

**Regular Board Meeting - 5:00 pm  
Board Room, 1st Floor, Administrative Center**

**SCOTT COUNTY ENGINEER'S OFFICE**

500 West Fourth Street  
Davenport, Iowa 52801-1106

(563) 326-8640  
FAX – (563) 326-8257  
E-MAIL - engineer@scottcountyiowa.com  
WEB SITE - www.scottcountyiowa.com



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**JON R. BURGSTRUM, P.E.**  
**County Engineer**

**ANGELA K. KERSTEN, P. E.**  
**Assistant County Engineer**

**BECKY WILKISON**  
Administrative Assistant

**MEMO**

**TO:** Dee F. Bruemmer  
County Administrator

**FROM:** Jon Burgstrum  
County Engineer

**SUBJ:** 28E Agreement with Long Grove, Iowa.

**DATE:** August 14, 2014

A resolution approving a 28E Agreement between Scott County and the City of Long Grove for the HMA Project L-615. This agreement is for resurfacing on county road 162<sup>nd</sup> Av and 1<sup>st</sup> Street in the City of Long Grove from W Oak Street to F33.

The FY 2015 budgeted amount for this project is \$300,000.00. The contract price is \$299,667.15. The county portion of the contract will be \$223,073.16. The City of Long Grove's portion of the contract will be \$76,593.99. Mathy Construction, Onalaska, WI, has been approved for this project.

The agreement states that Long Grove will pay based on the actual costs for the project and will reimburse the County when the final numbers have been audited and confirmed by us and the Contractor.

Intergovernmental Agreement  
For  
HMA Paving Project L-615  
on  
County Road 162<sup>nd</sup> Ave and 1<sup>st</sup> St in the City of Long Grove

This Agreement is made by and between Scott County, Iowa, a political subdivision of the State of Iowa, acting through its Board of Supervisors, hereinafter referred to as "County" and the incorporated City of Long Grove acting by and through its City Council, hereinafter referred to as the "City."

In the interest of intergovernmental cooperation and in the interest of economy, this agreement is being made to delineate the construction work to be done by the County and the reimbursement procedure for the City. This agreement between the County and the City is made under chapter 28E of the Code of Iowa.

Whereas: It is proposed to pave 162<sup>nd</sup> Ave in Scott County and

Whereas: 162<sup>nd</sup> Ave is known as 1st Street within the City Limits of Long Grove and

Whereas: The contract price for this project is \$299,667.15 and

Whereas: 2965 lineal feet of the project is within the City of Long Grove and

Whereas: The City desires that the County contract for the above mentioned construction and desires making agreement with the County for reimbursement of their portion of this project, and

Whereas: Section 28E of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by another public agency of the State of Iowa.

NOW, THEREFORE, BE IT RESOLVED that the following be stipulated and agreed upon between the parties hereto, as follows:

1. That this agreement shall commence on the date that both parties sign this agreement and shall continue until the project is completed and is approved by all agencies involved and the City has reimbursed the County for all cost incurred.
2. The County will act as the contracting authority and will have the complete authority to administer this project in compliance with approved State "Secondary Road Plan" procedures. The County will further keep all records, perform construction inspections, make all project decisions and have work executed in compliance with plans and specifications.
3. The County will be responsible for all inspection, and managerial costs of this project.
4. All associated actual construction costs of the project shall be presented to the City upon completion of the project. The City will

reimburse the County upon receipt of the construction costs for the City portion of the project. Installments will be allowed for up to 3 years.

5. The City and County agree to hold harmless and indemnify each other against all liabilities, judgments, cost and expense which in any way come against the County or City as a result of this agreement.
6. This agreement shall be binding upon the City and the County and shall not be terminated until final settlement of the financial conditions and payment as set forth above.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 2014 by the

Scott County Board of Supervisors

\_\_\_\_\_  
Chair

Attested by \_\_\_\_\_

Scott County Auditor

The City of Long Grove

\_\_\_\_\_  
Mayor

Attested by \_\_\_\_\_

Long Grove City Clerk

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

August 14, 2014

APPROVAL OF 28E AGREEMENT BETWEEN SCOTT COUNTY, IOWA AND THE CITY OF LONG GROVE, IOWA FOR THE HMA PAVING PROJECT L-615 IN SCOTT COUNTY.

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

Section 1. That the 28E Agreement between Scott County, Iowa and City of Long Grove, Iowa for the HMA Paving Project L-615 in Scott County, Iowa be approved.

Section 2. That the Chairman be authorized to sign the Agreement on behalf of the Board.

Section 3. That this resolution shall take effect immediately.

**SCOTT COUNTY ENGINEER'S OFFICE**

500 West Fourth Street  
Davenport, Iowa 52801-1106

(563) 326-8640  
FAX – (563) 326-8257  
E-MAIL - engineer@scottcountyia.com  
WEB SITE - www.scottcountyia.com



JON R. BURGSTRUM, P.E.  
County Engineer

BECKY WILKISON  
Administrative Assistant

**MEMO**

TO: Dee F. Bruemmer  
County Administrator

FROM: Jon Burgstrum, P.E.  
County Engineer

SUBJ: Approval of Seal Coat & Slurry Leveling Quotes

DATE: August 12, 2014

Resolution accepting prices for Slurry Leveling and Seal Coat maintenance work. It is time to reapply slurry leveling and Seal Coat to three road sections that were previously done in 2006 and 2007. The road sections are; the Cadda Road northwest of Long Grove, LeClaire Road East of Eldridge, and Well Ferry Road south of Argo.

We received two quotes for Slurry Leveling. Each quote was for a different process unique to the vendor.

Bargen Inc. Mountain Lake MN	\$140,679.50 For Cadda Road and LeClaire Road Only
Fort Dodge Asphalt Co. Fort Dodge, IA	\$40,980.00 For all Three Roads

We received one quote for Seal Coat.

Tri City Blacktop, Inc. Bettendorf, IA	\$205,254.80
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This Seal Coat process is one of many used for pavement preservation. The previous application has lasted over 8 years and even though the prices are much higher than the first time, it is still a very cost effective method of preserving and protecting our roadways. This work will be done as maintenance and the cost will be under the asphalt maintenance line items in our budget. Final price will be based on actual quantities used.

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

August 14, 2014

AUTHORIZATION FOR COUNTY ENGINEER TO SIGN THE PROPOSALS FROM FORT DODGE ASPHALT FOR SLURRY LEVELING AND TRI CITY BLACKTOP FOR SEAL COAT WORK IN SCOTT COUNTY.

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

SECTION 1. That the County Engineer be authorized  
to sign the proposal with Fort Dodge Asphalt and TriCity  
Blacktop for Pavement Preservation work to be done in Scott  
County.

SECTION 2. That this resolution shall take effect immediately.



**PLANNING & DEVELOPMENT**

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



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Timothy Huey  
Director

To: Scott County Board of Supervisors

From: Scott County TIF Review Committee

Date: August 5, 2014

**Re: City of Bettendorf's proposed TIF District for 31,000 square foot expansion to Bowe Manufacturing facility at 2321 State Street.**

The City of Bettendorf notified Scott County of an opportunity to consult that is scheduled for, Friday, August 8, at 10:00 AM regarding a specific TIF Plan for an existing urban renewal district. The City is proposing the use of tax increment financing generated by the development of a 31,000 square foot addition to the Bowe Manufacturing facility. The TIF funds would rebate the taxes generated by the expansion for five years. Previously, in 2010, the City of Bettendorf approved a TIF rebate at a different location for this same company for a new 6,000 square foot building which totaled \$62,500 over five years.

The assessed valuation and property taxes generated by the existing property are:

Current property assessed value	\$1,121,570
Current taxes paid	\$ 38,808

The proposed project is anticipated to result in:

Future Assessed Value of expansion	\$3,500,000
Estimate of future taxes on expansion	\$ 121,105
Estimated duration of TIF	5 years
Estimate of Annual TIF payment	\$ 87,500
Total TIF payments over 5 years	\$ 437,500

The development agreement the City has with the developer states that the TIF payment will be based on a 31,000 square foot expansion added on to the existing building on the property. The company will sign a minimum assessment agreement for a total value of \$4.6M. The \$38,808 in taxes paid on the existing property will continue to go to the taxing entities.

The TIF Review Committee does not see any need to attend next Friday morning's meeting. This appears to be the type of TIF that we have recommended the Board support in the past. The Board sent a letter of support for the previous 2010 TIF proposal for Bowe Manufacturing. We have attached a copy the information provided by the City and a draft of a letter of support for the project.



1609 State Street • Bettendorf, Iowa 52722-4937 • (563) 344-4000

JUL 29 2014

July 28, 2014

Dr. Teresa Paper, President  
Scott Community College  
500 Belmont Road  
Bettendorf, IA 52722

Dee Bruemmer, Administrator  
Scott County Bicentennial Building  
600 West Fourth Street  
Davenport, IA 52801-1030

Tim Huey  
Planning Director  
500 West Fourth Street  
Davenport, IA 52801

Dr. Theron J. Schutte, Superintendent  
Bettendorf Community School District  
P.O. Box 1150  
Bettendorf, IA 52722

SUBJECT: A proposed Tax Increment Financing District for Bowe Machine Company at 2321 State Street, Bettendorf

Dear Taxing Entities:

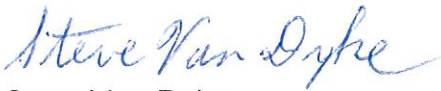
One of the City of Bettendorf's top goals in its efforts to promote economic development and increase the tax base is "to encourage development and expansion of industrial facilities" such as the industrial development at 2321 State Street, Bettendorf, Iowa.

An industrial building expansion is anticipated for this site consisting of a 31,000 square foot addition. Industrial development and expansion in Bettendorf has been less than optimal. With the use of the TIF incentive, the City may be in a position to address this problem on a local basis. The City anticipates a request for a five year, 100% TIF rebate with the total amount rebated not to exceed \$437,500.

The total project is anticipated to increase the tax base from the current \$1,121,570 by the new value of \$3,500,000 and will be completed by December 30, 2014. The developer, its assigns, or successors in interest, will agree to retain the project as an "industrially" taxed property for the time frame beginning January 1, 2015 through December 31, 2019 insuring that the property may not be converted to any other use or be taxed at a lower rate.

Prior to offering any such financial incentives, the city desires to seek your input about this project. Therefore, an Opportunity to Consult will be held on **August 8, 2014** at 10:00 a.m. in the Economic Development Office of Bettendorf City Hall at 1609 State Street. Please feel free to contact me at 344-4060 at any time should you have any questions concerning this project.

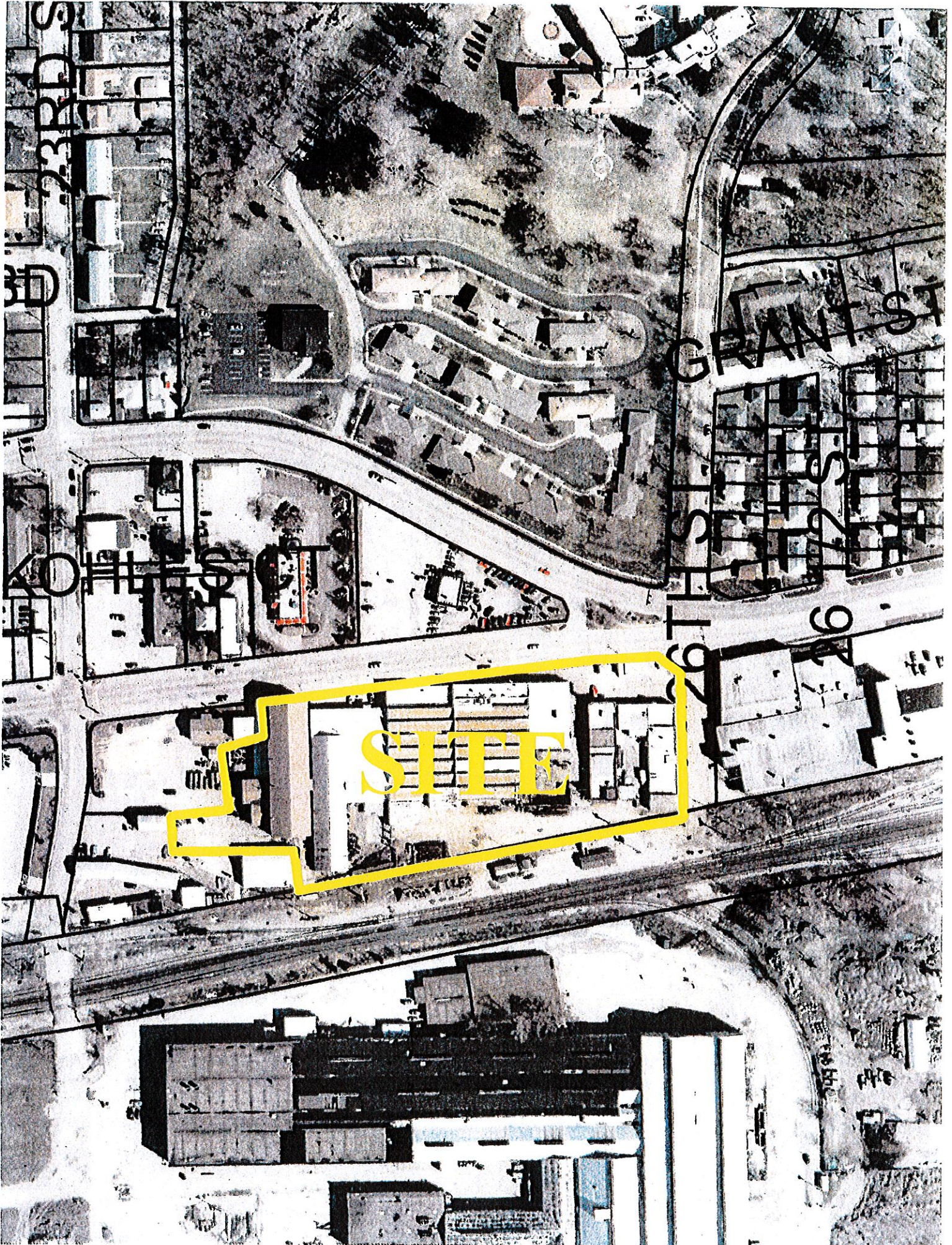
Sincerely,

A handwritten signature in blue ink that reads "Steve Van Dyke". The signature is written in a cursive style with a long, sweeping underline.

Steve Van Dyke  
Economic Development Director

Enclosures







## NOTICE OF OPPORTUNITY TO CONSULT

You are hereby notified that the City of Bettendorf is beginning the process to establish the Bowe Machine Company Tax Increment Financing (TIF) District. A meeting time and place has been established as follows so that you may discuss this matter should you so desire:

**Date:** August 8, 2014  
**Time:** 10:00 am  
**Place:** Bettendorf City Hall  
Economic Development Office  
1609 State Street  
Bettendorf, Iowa 52722

Should you be unavailable to meet at the above noted time and place, please contact Steve Van Dyke at 344-4060 at your earliest convenience in order to arrange for a meeting prior to that date and time. The following table summarizes the differences between the present taxes generated from the site and taxes anticipated to be generated upon completion of the development and also the length of time anticipated for the diversion of taxes for the TIF financing.

### PROJECT

31,000 square foot industrial building expansion.

### ESTIMATE OF COST

Total Project \$3,500,000

### TAXES PRESENTLY BEING GENERATED FROM SITE

Total Current Value \$ 1,121,570  
Annual Taxes at Current Rate \$ 38,808

### TAXES ESTIMATED TO BE GENERATED FROM NEW DEVELOPMENT ONLY

New Building Value \$ 3,500,000  
Estimated annual taxes at current rate \$ 121,105

### FISCAL IMPACT OF THE DIVISION OF REVENUE FROM PROPOSED DEVELOPMENT

Property tax base will be increased and new taxes totaling \$159,913 per year will be generated when development is complete.

### ESTIMATED SERVICES FROM TAXING ENTITY WILL BE EXPECTED TO PROVIDE THE TIF AREA

Scott County:	Minimal
Bettendorf Community School District:	None (industrial)
Scott Community College:	Minimal (possible industrial/technical training)

### ESTIMATED DURATION OF DIVERSION OF REVENUE

5 years

### ESTIMATED REVENUE AVAILABLE TO EACH TAXING ENTITY AFTER 5 YEARS IF PROJECT SUCCEEDS:

City of Bettendorf	38 %	\$60,767
Bettendorf Community School District	45 %	\$71,961
Scott County	14 %	\$22,388
E.I.C.C.D.	2 %	\$ 3,198
Others	1 %	\$ 1,599
<b>TOTAL</b>		<b>\$159,913</b>

## MINIMUM ASSESSMENT AGREEMENT

Owner of Property: Bowe Machine Company of Bettendorf, Iowa

Legal Description of Property: (see attached "Exhibit A")

Parcel Number if known: 8428580091

Effective start date: January 1, 2015

Effective End Date: December 31, 2019

Agreed upon minimum valuation: \$3,500,000

This minimum valuation applies to: all structures and land including an approximate 31,000 square building addition to be substantially completed by December 31, 2014.

### Recitals:

1. The Owner of the property listed above has entered into a Development Agreement with the City of Bettendorf. The Development Agreement has been approved by Resolution \_\_\_\_\_.

2. The Development Agreement calls for a Tax Increment Financing District, which has been enacted by the City of Bettendorf by Ordinance \_\_\_\_\_.

3. The Owner and City have agreed to enter into this minimum assessment agreement, to provide a funding mechanism for City obligations under the Development Agreement.

4. That for the time this Minimum Assessment Agreement is in effect, the Owner and any tenants or lessees of Owner, and any and all assigns, purchasers, heirs, or subsequent owners hereby waive any and all challenges to the minimum assessment agreed hereto, except as provided in Section 5 below, reserving the right to challenge assessments in excess of the minimum established by this Agreement.

5. Exceptions. The Owner and any tenants or lessees of Owner, and any and all assigns, purchasers, heirs, or subsequent owners reserve the right to challenge the minimum assessed valuation of the building when, on December 15 of any year of this agreement, the building, due to act of God, is uninhabitable or cannot be used for productive purpose. If such condition exists on December 15, Owner shall notify the Scott County Tax Assessor of the problem, and the Assessor may reduce the valuation for the following year and the Owner may challenge any assessment made by the Assessor. Upon repair of the building, this Agreement shall again be in force, and shall be extended on a year for year basis, for each year this Agreement is suspended pursuant this section.

6. That for the time this Minimum Assessment Agreement is in effect, the Owner and any tenants or lessees of Owner, and any and all assigns, purchasers, heirs, or subsequent owners hereby agree not to seek or accept any property tax waiver, abatement, or deferral which otherwise may be available to Owner under law related to the portion of the property covered by this Minimum Assessment Agreement.

7. That upon the expiration of the Minimum Assessment Agreement as established above, this Agreement shall be of no further force and effect.

8. That the signatures below is intended to bind the Owner and the party signatories hereto shall rely on the signatures to represent that the Owner has taken all necessary steps to bind itself to this Agreement.

**PROPERTY OWNER:**

Dated this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Print name and Title below signature)

State of Iowa  
County of Scott

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_,  
2014 by \_\_\_\_\_ as \_\_\_\_\_ (corporate officer)  
For: Bowe Machine Company, owner

\_\_\_\_\_  
Notary Public

**CITY OF BETTENDORF, IOWA:**

Dated this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

For: City of Bettendorf  
1609 State Street, Bettendorf, Iowa 52722



State of Iowa  
Scott County

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me, a Notary Public in and for the State of Iowa personally appeared Robert Gallagher and Decker Ploehn, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Bettendorf, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the organization, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. \_\_\_\_\_ passed by the City Council on the August 19<sup>th</sup> day of August, 2014, and that Robert Gallagher and Decker Ploehn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public

### **SCOTT COUNTY, IOWA ASSESSOR:**

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to the building improvements upon completion shall not be less than \$3,500,000.

This does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a

public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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For: County Assessor

**END OF DOCUMENT**

## **DEVELOPMENT AGREEMENT**

This Agreement is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (the "City"), and Bowe Machine Company, (the "Developer"), as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

### **RECITALS**

**WHEREAS**, the Developer owns certain property, more specifically described as "Exhibit A", currently zoned as "I-2" General Industrial District, which is located within the Urban Renewal Area #1, and upon which the Developer intends to expand its industrial facility; and

**WHEREAS**, the City desires to encourage development and expansion of industrial facilities in said Urban Renewal Area; and

**WHEREAS**, the Project (as defined below) will enable the Developer to expand within the City of Bettendorf rather than seeking sites outside of the City of Bettendorf; and

**WHEREAS**, business retention is a high priority goal for the City of Bettendorf; and

**WHEREAS**, development within Urban Renewal Area #1 has not occurred at a rate desired by the City of Bettendorf; and

**WHEREAS**, under Chapter 15A of the State Code, the City is required to determine that a public purpose will reasonably be accomplished and the City Council so FINDS that jobs will be preserved and expanded and tax base increased as a result of the agreement signed herein; and

**WHEREAS**, under Chapter 403 of the State Code, the City may enter into development agreements to assist and retain local industries to strengthen and revitalize the economy of the State of Iowa and the City of Bettendorf; and

**WHEREAS**, Chapters 15A and 403 of the Code of Iowa authorize cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. Developer Obligations.** The Developer will undertake a Project, consisting of, but not limited to, construction of a 31,000 square foot building expansion (more or less) for an industrial use as allowed in an "I-2" General Industrial District on the property described above and by this reference made a part thereof the "Property". The building expansion is herein referred to as the "Project". Prior to the construction of the Project, the Developer shall submit to the City copies of all plans and engineering documents related to the Project as customarily required under existing City Ordinances. The City may request reasonable changes to such plans and documents to insure compliance with City Ordinances and engineering requirements.

The Project shall consist of a building expansion having approximately 31,000 gross square feet (more or less) located at 2321 State Street. The added value to the parcel as a result of the Project shall, by agreement of the Parties, add a minimum of \$3,500,000 to the assessed valuation established January 1, 2014 as \$1,121,570. The Project shall commence promptly upon City approval of plans and issuance of a building permit. Developer shall diligently prosecute construction to be completed prior to the end of calendar year 2014.

The Developer agrees to a minimum assessed value for the Project of \$3,500,000 for the time frame beginning January 1, 2015 through December 31, 2019 (except for limited exceptions provided for in the Minimum Assessment Agreement). During such time, the Developer, its assigns, or successors in interest, and all tenants of the building expansion agree not to seek to reduce the assessment of the building expansion to below \$3,500,000,

unless one of the stated exceptions in the Minimum Assessment Agreement occurs. Said Minimum Assessment Agreement must be filed with the Scott County Recorder's Office **before** December, 31, 2014.

**Section 2. Economic Development Payments.** In recognition of the Developer's commitment set out herein, the City agrees to make economic development tax increment payments (the "Payments") to the Developer in each fiscal year during the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa, in an amount equal to that portion of the property taxes derived from this Project.

The Payments shall be made solely and only from incremental property taxes received by the City from the Scott County Treasurer, which are attributable to the improvements made to the property as called for herein. In any one year the maximum payout shall not exceed \$87,500. The Payments to the Developer are subject to the timely payment of property taxes by the Developer or other owners of the Property, and to the satisfactory completion of the Improvements.

**Section 3. Term.** Taxes to be rebated under this agreement shall be those incremental taxes accruing on the property by virtue of the newly constructed building expansion beginning with calendar year 2015 and continuing for a maximum of 5 years thereafter, or until a maximum of \$437,500 in incremental tax revenue has been rebated to the Developer, whichever first occurs.

**Section 4. Right of Non-Appropriation.** Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the Rebate from the Pledged Tax Increment Revenues described in Section 2 hereto shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring the City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year from the Pledged Tax Increment Revenues described in Section 2 hereto for the payment in full of the installments on the Rebate due and payable in that fiscal year, then the City shall have no further obligation to the Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose.

The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to pay future installments on the Rebate shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

**Section 5. Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby agrees and consents that the Developer's right to receive the Payments hereunder may be assigned by the Developer to a private lender, as security, or to another entity which is controlled by the Developer, without further action or approval on the part of the City. In the event that Developer sells the Property subject to the minimum assessment agreement as herein required, the Developer may without any further consent of the City assign its rights to remaining payments. The City agrees, further, not to unreasonably withhold its permission upon receipt of a request from the Developer for assignment of all or any portion of its rights and obligations hereunder to any other party and to either approve or deny such request within sixty (60) days after receipt of such request by the City Council.

**Section 6. Covenant with the Land.** This Agreement shall run with the land and shall be binding upon the Developer, its successors and assigns.

**Section 7. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.

**Section 8. Jury Trial Waiver.** The parties hereto, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury in any litigation based on or arising out of this agreement or instrument, or any related instrument or agreement, or any of the transactions contemplated hereby or any course of conduct, dealing, statements, whether oral or written, or action of any party hereto. No party shall seek to consolidate by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by all parties.

**Section 9. Notice.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

**To the City of Bettendorf:  
Mr. Decker Ploehn  
City Administrator  
1609 State Street  
Bettendorf, Iowa 52722**

**To Bowe Machine Company:  
Mr. Simon Bowe  
2321 State Street  
Bettendorf, IA 52722  
Office Phone (563) 355-4777**

**Section 10. Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and supercede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. All Exhibits attached hereto are hereby incorporated into and made a part of this Agreement.

**Section 11. Amendments.** No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provision shall remain in full force and effect.

**Section 12. Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if for any reason a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

**Section 13. Construction.** The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, as such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

**Section 14. Unavoidable Delays:** Any delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment necessary for construction and installation of the Project, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City) are "Unavoidable Delays". Time lost as a result of Unavoidable Delays shall be added to extend the December 31, 2011 deadline by the number of days equal to the number of days lost as a result of Unavoidable Delays.

**Section 15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one (1) such counterpart.

The City and the Developer have caused this agreement to be signed, and the City's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

**CITY OF BETTENDORF, IOWA**

By: \_\_\_\_\_  
Its: Mayor

Attested by:

By: \_\_\_\_\_  
Its City Clerk

**Bowe Machine Company**

By: \_\_\_\_\_  
Its: President

## NOTICE OF OPPORTUNITY TO CONSULT

You are hereby notified that the City of Bettendorf is beginning the process to establish the Bowe Machine Company Tax Increment Financing (TIF) District. A meeting time and place has been established as follows so that you may discuss this matter should you so desire:

**Date:** August 8, 2014  
**Time:** 10:00 am  
**Place:** Bettendorf City Hall  
Economic Development Office  
1609 State Street  
Bettendorf, Iowa 52722

Should you be unavailable to meet at the above noted time and place, please contact Steve Van Dyke at 344-4060 at your earliest convenience in order to arrange for a meeting prior to that date and time. The following table summarizes the differences between the present taxes generated from the site and taxes anticipated to be generated upon completion of the development and also the length of time anticipated for the diversion of taxes for the TIF financing.

### PROJECT

31,000 square foot industrial building expansion.

### ESTIMATE OF COST

Total Project	\$3,500,000
---------------	-------------

### TAXES PRESENTLY BEING GENERATED FROM SITE

Total Current Value	\$ 1,121,570
Annual Taxes at Current Rate	\$ 38,808

### TAXES ESTIMATED TO BE GENERATED FROM NEW DEVELOPMENT ONLY

New Building Value	\$ 3,500,000
Estimated annual taxes at current rate	\$ 121,105

### FISCAL IMPACT OF THE DIVISION OF REVENUE FROM PROPOSED DEVELOPMENT

Property tax base will be increased with total taxes of \$159,913 per year when the development is complete.

### ESTIMATED SERVICES FROM TAXING ENTITY WILL BE EXPECTED TO PROVIDE THE TIF AREA

Scott County:	Minimal
Bettendorf Community School District:	None (industrial)
Scott Community College:	Minimal (possible industrial/technical training)

### ESTIMATED DURATION OF DIVERSION OF REVENUE

5 years

### ESTIMATED REVENUE AVAILABLE TO EACH TAXING ENTITY AFTER 5 YEARS IF PROJECT SUCCEEDS:

City of Bettendorf	38 %	\$60,767
Bettendorf Community School District	45 %	\$71,961
Scott County	14 %	\$22,388
E.I.C.C.D.	2 %	\$ 3,198
Others	1 %	\$ 1,599
<b>TOTAL</b>		<b>\$159,913</b>

**BOARD OF SUPERVISORS**

600 West Fourth Street  
Davenport, Iowa 52801-1030

Office: (563) 326-8749  
Fax: (563) 328-3285  
E-Mail: board@scottcountyiowa.com



LARRY MINARD, Chair  
JIM HANCOCK, Vice-Chair  
WILLIAM P. CUSACK  
CAROL T. EARNHARDT  
TOM SUNDERBRUCH

August 14, 2014

Mayor Robert Gallagher, Jr.  
Bettendorf City Council Members  
Bettendorf City Hall  
1609 State Street  
Bettendorf, IA 52722

RE: City of Bettendorf's proposed creation of a Tax Increment Financing (TIF) District for Bowe Manufacturing at 2321 State Street.

Dear Mayor Gallagher and Council Members:

Thank you for the opportunity to comment on the proposed creation of a tax increment financing (TIF) district for the expansion of Bowe Manufacturing facilities located at 2321 State Street. The Scott County Board of Supervisors has reviewed the information provided our TIF Review Committee by your Director of Economic Development. The Board supports the use of TIF as an economic development incentive for this significant expansion of a valued existing business. This project adds real value to the Quad Cities economy and hopefully can provide new employment opportunities.

It is the Board's understanding that the TIF payments will only be for five years and total no more than \$437,500. The relatively short duration of the TIF District also adds merit to this proposal.

The Scott County Board of Supervisors appreciates the continuing spirit of cooperation with the City of Bettendorf on economic development projects and we look forward to working with you in the future.

Sincerely,

Larry Minard, Chairman  
Scott County Board of Supervisors

cc: Scott County Board of Supervisors  
Dee F. Bruemmer, Scott County Administrator  
Decker Ploehn, Bettendorf City Administrator



**PLANNING & DEVELOPMENT**

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



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Timothy Huey  
Director

To: Dee F. Bruemmer, County Administrator  
From: Brian McDonough, Planning & Development Specialist  
Date: August 5, 2014  
**Re: Presentation of the Planning and Zoning Commission's recommendation regarding the Final Plat of Randy Luett Subdivision, a minor subdivision plat located in Part of the NW¼ NW¼ of Section 21, Lincoln Township.**

At their June 3, 2014 meeting, the Scott County Planning and Zoning Commission recommended approval, by a 4-1 vote, of the combination Sketch Plan and Final Plat of Randy Luett Subdivision. The recommendation for approval was in accordance with staff's recommendation, including two (2) additional conditions. The first condition required that a covenant be filed with the Plat restricting Lot 2 to agricultural use. The second condition required that all platting documents be submitted prior to final consideration by the Board of Supervisors. At the time of this memo, all platting documents have been submitted, including the restrictive covenant for Lot 2.

Approval of this Final Plat allows an existing approximately 7.39 acre parcel, originally created as a farmstead split, to be further subdivided into two (2) new parcels. The new Lot 1 (~ 1.92 acres) will contain a newly constructed farmhouse at 22859 200<sup>th</sup> Avenue, while Lot 2 (~ 5.48) will encompass the remaining balance of land including existing agricultural buildings. The applicant is a farmer exempt from County zoning and building codes under state law. However, the exemption does not apply to land subdivision requirements. The applicant is seeking approval of this minor plat for estate planning and mortgage purposes in order to facilitate the location of the new farmhouse on a smaller, separately described parcel. The property is zoned Agricultural-Preservation (A-P). Both lots may be transferred separately in the future, but only Lot 1 will retain a residential development right. The Agricultural-Preservation (A-P) zoning classification of the property, reinforced by the required restrictive covenant, precludes any residential development right on Lot 2. Subdivision review is required due to the creation of a third parcel out of the original 40 acre tract of land. New subdivisions which create additional development rights are not traditionally approved on agriculturally zoned land in the County. However, this request comes to the Board with a recommendation for approval because only one additional parcel is being created, and it will be restricted to agricultural use. Had the applicant owned the remaining farmland in this 40 acre aliquot part, then this identical proposal would be approved administratively with a plat of survey, and no subdivision review or approval required.

The applicant, Randy Luett, was present at the Planning Commission meeting and spoke in favor of the request. No other members of the public were present. Commissioner Gary Mehrens voted to recommend denial of the request, citing his consistent stance in opposition to any new subdivisions in agriculturally zoned areas of the County.



PLANNING & ZONING COMMISSION

STAFF REPORT

JUNE 3, 2014



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**Applicant:** Randy Luett

**Request:** Sketch Plan/Final Plat – Minor Subdivision Plat

**Legal Description:** Part of the NW¼ NW¼ of Section 21, Lincoln Township

**General Location:** 22859 200<sup>th</sup> Avenue

**Existing Zoning:** Agricultural-Preservation (A-P)

**Surrounding Zoning:**

- North:** Agricultural-Preservation (A-P)
- South:** Agricultural-Preservation (A-P)
- East:** Agricultural-Preservation (A-P)
- West:** Agricultural-Preservation (A-P)

**GENERAL COMMENTS:** This plat would subdivide an existing approximately 7.39 acre farmstead split parcel into two (2) new parcels. Proposed Lot 1 is approximately 1.915 acres in size and would contain the existing farmhouse at 22859 200<sup>th</sup> Avenue. Proposed Lot 2 is approximately 5.475 acres in size and would include the remaining balance of land and farm outbuildings associated with the current property. Subdivision review and approval is required because this constitutes the third split from the original 40 acre aliquot part (NW¼ NW¼ of Section 21, Lincoln Township). The applicant was recently granted Ag exempt status for the property, which frees the property owner from zoning and building code compliance under state law. The existing farmhouse has been demolished and replaced. The new farmhouse is in the same location as the previous residence and is still addressed as 22859 200<sup>th</sup> Avenue. A previous detached garage has been demolished as the new farmhouse has a new, attached garage. The property owner has also constructed a new Ag building in the area of proposed Lot 2 that replaces two (2) previous Ag buildings in the same location. The original 7.39 acre farmstead split parcel was created by the previous owner in 2006, and was approved administratively through a plat of survey. The surrounding farmland is not owned by the applicant.

**STAFF REVIEW:** Staff has reviewed the plat for compliance with the requirements of *Chapter 9: Subdivision Ordinance* and *Chapter 6: Zoning Ordinance* of Scott County Code. This subdivision is classified as a minor plat because it proposes creating less than five (5) lots and does not involve the extension of any new streets or other public services. For minor subdivision plats, an applicant may combine the sketch plan and final plat phases into a single step for the Planning and Zoning Commission's review and recommendation.

Upon review by staff, both Lot 1 and Lot 2 meet the minimum requirements for platting. The following are the minimum lot requirements in the County's A-P zoning district:



PLANNING & ZONING COMMISSION

STAFF REPORT

JUNE 3, 2014



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**Overall Size:** 30,000 ft<sup>2</sup> / 0.69 acres

**Street Frontage:** 20 feet

**Lot Width:** 130 feet

**Lot Depth:** 100 feet

Following approval of this subdivision each lot may be separately transferred. The applicant has no intention of selling either lot, but is requesting the subdivision for mortgage and estate planning purposes. In accordance with the County's Ag preservation land use policies the Zoning Ordinance does not allow new homes on Ag zoned properties. Therefore, Lot 2 would not have a residential development right for a house. Lot 1 would retain a development right due to the existing residence on the property. In the future, the house on Lot 1 could be replaced. As stated previously, the applicant intends to retain ownership of both lots. If however, at some future point in time, the lots fall under separate ownership, the new owner of Lot 2 would need to make accommodations for access. A new driveway entrance, approved by the Scott County Secondary Roads Department, or a recorded access easement affording the owner use of the existing driveway contained on Lot 1 would be necessary at that time.

Staff has notified neighboring property owners within 500 feet of this request, and has not received any comments to date. The County Health Department and County Engineer have also been notified and have reviewed the request; neither had any comments or concerns.

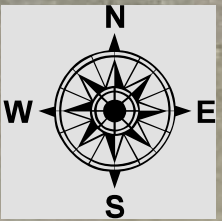
**RECOMMENDATION:** In accordance with the Land Use Objectives and Policies contained in the County's Comprehensive Plan, subdivisions in Ag zoned areas of the County are not historically approved or often considered. However, this request meets the minimum definition of a subdivision, and therefore must proceed through the subdivision review and approval process, even though it does not create any new residential development right. Similar requests have been approved in the past. In staff's opinion, minor subdivision requests for agricultural estate planning purposes, and which do not compromise the intent or purpose of the Comprehensive Plan or Zoning and Subdivisions Ordinances, should be viewed favorably.

Staff recommends approval of this request due to its conformity with the Scott County Zoning and Subdivision Ordinances, and its compliance with the spirit and intent of the Comprehensive Plan.

Approval is subject to the following conditions:

1. A covenant restricting Lot 2 to Ag related use only shall be signed by the owner and Scott County Planning Director, and filed and recorded with the plat.
2. All required platting documents, including the restrictive covenant required by the first condition, shall be submitted prior to final plat approval by the Board of Supervisors.

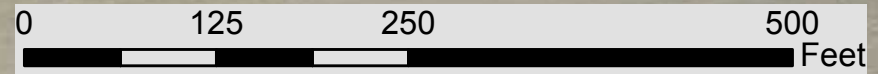
Submitted by:  
Planning Staff, May 29, 2014



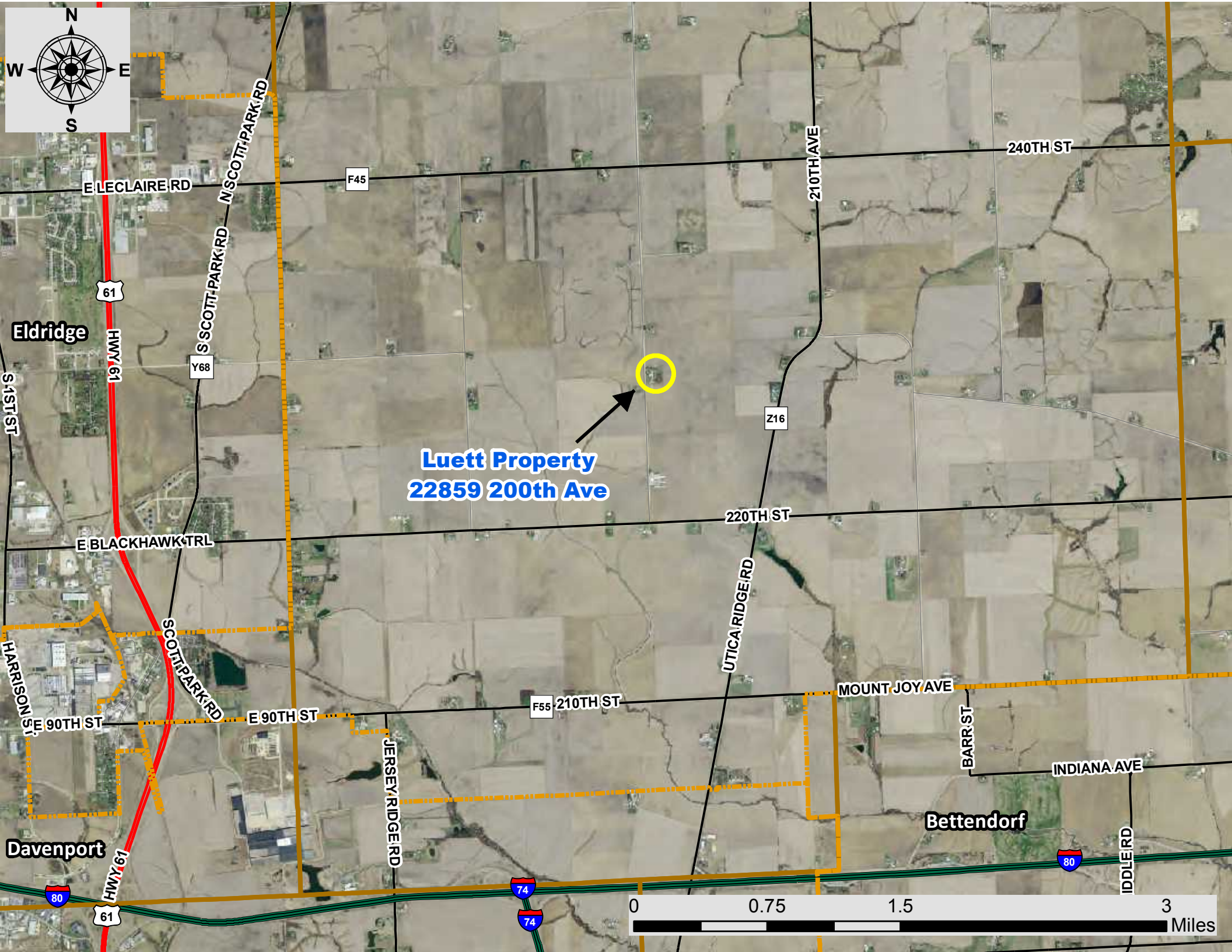
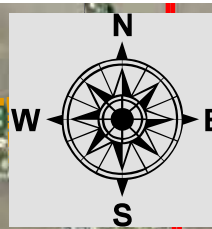
22859

200TH AVE

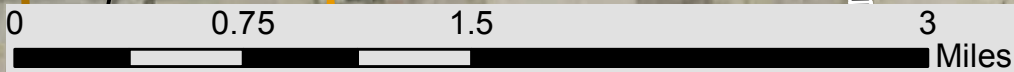
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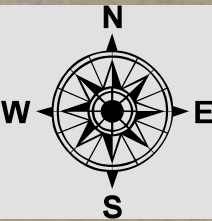


**Luett Property**  
**22859 200th Ave**





# Proposed Luett Subdivision

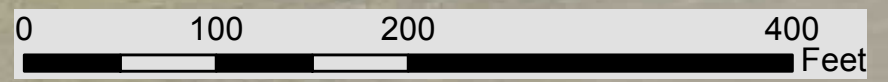


200TH AVE

**Lot 1**

22859

**Lot 2**



**CERTIFICATE OF APPROVAL BY SCOTT COUNTY**

I, Larry Minard, Chairman of the Scott County Board of Supervisors, do hereby certify that said Board adopted a Resolution on August 14, 2014 in which it approved the Final Plat of **Randy Luett Subdivision** as follows:

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

**Section 1.** As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has, on this 14th day of August 2014, considered the Final Plat known as **Randy Luett Subdivision**. Said Plat is a subdivision being Part of the NW¼ NW¼ of Section 21 in Township 79 North, Range 4 East of the 5th Principal Meridian (Lincoln Township), Scott County, Iowa. The Scott County Board of Supervisors, having found said Plat to be in substantial compliance with the provisions of Chapter 354, Code of Iowa and the Scott County Subdivision and Zoning Ordinances, does hereby approve the Final Plat of **Randy Luett Subdivision**.

**Section 2.** The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

**Section 3.** This Resolution shall take effect immediately.

Signed this 14<sup>th</sup> day of August, 2014

SCOTT COUNTY, IOWA

BY: \_\_\_\_\_

Larry Minard, Chairman

ATTESTED BY: \_\_\_\_\_

Roxanna Moritz, Auditor

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**  
**August 14, 2014**

**APPROVING THE FINAL PLAT OF RANDY LUETT SUBDIVISION**

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

- Section 1.** As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has, on this 14th day of August 2014, considered the Final Plat known as **Randy Luett Subdivision**. Said Plat is a subdivision being Part of the NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 21 in Township 79 North, Range 4 East of the 5th Principal Meridian (Lincoln Township), Scott County, Iowa. The Scott County Board of Supervisors, having found said Plat to be in substantial compliance with the provisions of Chapter 354, Code of Iowa and the Scott County Subdivision and Zoning Ordinances, does hereby approve the Final Plat of **Randy Luett Subdivision**.
- Section 2.** The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.
- Section 3.** This Resolution shall take effect immediately.



**HUMAN RESOURCES DEPARTMENT**

600 West Fourth Street  
Davenport, Iowa 52801-1030

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



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Date: August 4, 2014  
To: Board of Supervisors  
From: Mary J. Thee, Human Resources Director/Asst. County Administrator  
Subject: Settlement of Bailiff Collective Bargaining Agreement

We were able to negotiate a one year agreement with the Bailiff Union. The economic package is for a 2% general wage increase effective July 1, 2014. Additionally we increased the insurance premiums in the agreement for individuals not participating in the Healthy Lifestyles program and a \$50 increase in their uniform allowance.

If you have additional questions about the terms of the agreement or would like a copy of the final agreement, please let me know.

Cc: Dee Bruemmer, County Administrator

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

August 14, 2014

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT BETWEEN SCOTT  
COUNTY AND SCOTT COUNTY BAILIFF ASSOCIATION

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

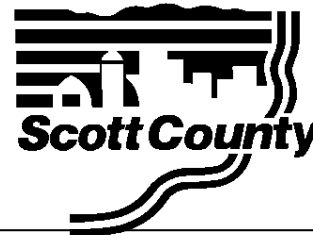
Section 1. That the terms of the agreement reached between representatives of Scott County and the Scott County Bailiff Association is hereby approved. That the agreement shall be in effect July 1, 2014 through June 30, 2015

Section 2. This resolution shall take effect immediately.

**RISK MANAGEMENT**

400 West 4<sup>th</sup> Street  
Davenport, Iowa 52801-1004

(563) 326-8293 Fax (319) 328-3763



July 18, 2014

TO: Dee F. Bruemmer, Administrator

FROM: Rhonda S. Oostenryk, Risk Manager

SUBJECT: Approval of Fiscal Year 2015 Crime Coverage Insurance Costs

Attached please find the recommendation and summary for the FY 15 Crime Coverage insurance program costs as prepared by Arthur J Gallagher Risk Management Services (aka Trissel Graham & Toole).

There are two options for renewal which are outlined in the attached memo.

It is recommended that the Board authorize Option #2 renewal for Crime Coverage Insurance at their next Board meeting. Myself and Dan Curran from Arthur J Gallagher Risk Management Services (aka Trissel Graham & Toole) can be present at the Board's next meeting to answer any additional questions the Board may have concerning these recommendations. Please let me know if you want us to be present at the BOS meeting on Tuesday July 29, 2014.

Attachment: Dan Curran FY 15 Crime Coverage Insurance Program renewal recommendation memo



Arthur J. Gallagher & Co.

July 18, 2014

Ms. Rhonda Oostenryk  
Scott County  
600 W. 4<sup>th</sup> St.  
Davenport, IA 52801

SUBJECT: Scott County Crime Insurance  
Renewal Effective August 16, 2014

Dear Rhonda:

Arthur J. Gallagher Risk Management Services, Inc. (a/k/a Trissel, Graham & Toole) recommends the continuation of the current insurance program outlined on the attached Schedule of Insurance for the Employee Dishonesty coverage that is being provided. The coverages could be renewed on the same basis, limits and deductibles as last year. The premium increase over last year's cost of \$5,000 is basically due to the 13% increase in the employee count that was shown on the application.

Also attached is a second option which we do recommend that adds to the insurance policy coverage for computer crime and funds transfer fraud. For an additional premium of \$618 the policy would also include coverage for computer fraud in the amount of \$1,000,000 and computer programmer electronic data restoration expense is automatically included with a limit of \$100,000. Also, the policy would then include funds transfer coverage with a limit of \$1,000,000 to the policy. The deductibles would be \$10,000 as on your current policy.

Rhonda, if you have any questions on this I would be more than happy to visit with you. Thank you for working with us.

Sincerely,

  
Daniel P. Curran

cc: Robert Karll  
Todd Boyer

Arthur J. Gallagher Risk Management Services, Inc.  
220 Emerson Place, Suite 200  
Davenport, IA 52801-1699

p 563.322.3521  
f 563.322.1046  
ajg.com

Option #1

Travelers Casualty and Surety Company of America  
**QUOTE OPTION #1**

**CRIME COVERAGES:**

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
<b>A - Fidelity</b> 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	1,000,000 See Endorsement Not Covered Not Covered	10,000	<b>F - Computer Crime</b> 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	Not Covered Not Covered	
<b>B - Forgery or Alteration</b>	Not Covered		<b>G - Funds Transfer Fraud</b>	Not Covered	
<b>C - On Premises</b>	Not Covered		<b>H - Personal Accounts Protection</b> 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
<b>D - In Transit</b>	Not Covered		<b>I - Claim Expense</b>	\$5,000	\$0
<b>E - Money Orders and Counterfeit Money</b>	Not Covered				

Insured's Premises Covered: Worldwide, except

**TOTAL ANNUAL PREMIUM - \$5,571.00**

(Other term options listed below, if available)

**LIMIT DETAIL:**

Crime Policy Aggregate Limit of Insurance: N/A

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$5,571.00	\$0.00	\$0.00	\$5,571.00	\$5,571.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 1:**

CRI-2001-0109 Crime Declarations Page  
 CRI-3001-0109 Crime Policy Form

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 1:**

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement  
 CRI-5016-0613 Iowa Cancellation or Termination Endorsement  
 CRI-7125-0109 Government Entity Crime Endorsement  
 CRI-7126-0109 Government Entity Crime Endorsement - Faithful Performance of Duty

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 1:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Managements response to discrepancies found on audit.

**COMMISSION: 15.00%**

Option #2

Travelers Casualty and Surety Company of America

\* QUOTE OPTION #2 \*

**CRIME COVERAGES:**

Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention	Crime Insuring Agreements	Single Loss Limit of Insurance	Single Loss Retention
A - Fidelity 1. Employee Theft 2. ERISA Fidelity 3. Employee Theft of Client Property	1,000,000 See Endorsement Not Covered Not Covered	10,000	F - Computer Crime 1. Computer Fraud 2. Computer Program and Electronic Data Restoration Expense	\$1,000,000 \$100,000	\$10,000 \$0
B - Forgery or Alteration	Not Covered		G - Funds Transfer Fraud	\$1,000,000	\$10,000
C - On Premises	Not Covered		H - Personal Accounts Protection 1. Personal Accounts Forgery or Alteration 2. Identity Fraud Expense Reimbursement	Not Covered Not Covered	
D - In Transit	Not Covered		I - Claim Expense	\$5,000	\$0
E - Money Orders and Counterfeit Money	Not Covered				

Insured's Premises Covered: Worldwide, except

**TOTAL ANNUAL PREMIUM - \$6,189.00**

(Other term options listed below, if available)

**LIMIT DETAIL:**

Crime Policy Aggregate Limit of Insurance: N/A

**PREMIUM DETAIL:**

Term	Payment Type	Premium	Taxes	Surcharges	Total Premium	Total Term Premium
1 Year	Prepaid	\$6,189.00	\$0.00	\$0.00	\$6,189.00	\$6,189.00

**POLICY FORMS APPLICABLE TO QUOTE OPTION # 2:**

CRI-2001-0109 Crime Declarations Page  
CRI-3001-0109 Crime Policy Form

**ENDORSEMENTS APPLICABLE TO QUOTE OPTION # 2:**

ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement  
CRI-5016-0613 Iowa Cancellation or Termination Endorsement  
CRI-7125-0109 Government Entity Crime Endorsement  
CRI-7126-0109 Government Entity Crime Endorsement - Faithful Performance of Duty

**CONTINGENCIES APPLICABLE TO QUOTE OPTION # 2:**

*This quote is contingent on the acceptable underwriting review of the following information prior to the quote expiration date.*

- 1 Managements response to discrepancies found on audit.

**COMMISSION: 15.00%**

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

August 14, 2014

APPROVING CRIME COVERAGE INSURANCE COSTS FOR  
FY 2015

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

Section 1. The purchase of crime coverage insurance at a level of \$1,000,000 including a self-insured retention amount of \$10,000; from Travelers in the annual premium amount of \$6,189 for the 12 month period beginning August 16, 2014 to August 16, 2015 is hereby approved.

Section 2. 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



Item 08  
08-12-14

August 5, 2014

To: Dee F. Bruemmer, County Administrator  
From: Matt Hirst, Information Technology Director  
Subject: Approval of Website Upgrade Project Contract Negotiation

The Board has identified website improvement as a goal as part of its strategic planning efforts. The overarching goals of website improvement are better communication and a simpler, easier to navigate site.

A Selection Team was formed comprised of Dee Bruemmer, Mary Thee, Ray Weiser, Mitch Tollerud, and me to solicit proposals for this project. We recommend the selection of Taoti Creative to provide professional services to assist Scott County with a website upgrade project.

Selection criteria used to evaluate the RFP responses included experience, quality of the response, alignment with stated RFP objectives, and price. References were checked for Taoti Creative and found to be favorable. Taoti Creative, Interpersonal Frequency, Ameex, and Nerdery were initially selected based upon the above criteria for interviews.

The results of the RFP responses for professional services for the website upgrade project are as follows:

	<b>Professional Services Costs</b>	<b>Interviewed</b>	<b>RFP Rankings</b>
1) Ameex	\$25,130	Yes	3
2) Ardent	\$35,245	No	
3) Civic Plus	\$35,047	No	
4) Duo Consulting	\$100,000	No	
5) Interpersonal Frequency	\$84,600	Yes	2
6) IT Trailblazers	\$38,668	No	
7) Nerdery	\$24,708	Yes	4
8) Taoti Creative	\$59,400	Yes	1



It is recommended the Board authorize the Selection Team to negotiate a contract and statement of work for professional services for a web update project with Taoti Creative not to exceed \$70,000 and for the County Administrator to sign the negotiated contract on behalf of the Board.

Budget dollars are allocated in the CIP budget to pay for this project.

Encl: 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

August 14, 2014

APPROVING WEBSITE UPGRADE PROJECT CONTRACT NEGOTIATION

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

Section 1. The negotiation of a contract and statement of work with Taoti Creative in an amount not to exceed \$70,000 and for the County Administrator to sign these agreements on behalf of the Board of Supervisors is hereby approved.

Section 2. This resolution shall take effect immediately.

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

August 14, 2014

#### RECOGNIZING SEPTEMBER 1, 2014 AS LABOR DAY IN OUR COMMUNITY

**WHEREAS**, the labor force and union members of the United States are well known throughout the world for leadership in their professions and for performing their work with great distinction, intelligence, diligence, and integrity; and

**WHEREAS**, the State of Illinois and State of Iowa skilled workforce helps attract new businesses and industries and retain established employers, thereby strengthening the current and future economies of Illinois and Iowa; and

**WHEREAS**, our cities, villages and counties are committed to effective workforce development, creating gainful job opportunities for our citizens and providing safe, healthy and productive work environments for employees and employers; and

**WHEREAS**, on Labor Day working families and their unions have the opportunity to celebrate all their accomplishments while reflecting on the values they bring to their workplaces; and

**WHEREAS**, on September 5, 1882 the first Labor Day holiday was celebrated, and Congress passed an act on June 28, 1894 declaring the first Monday of September as the Labor Day Holiday.

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

- Section 1. That the Board of Supervisors does hereby recognizes September 1, 2014 as **Labor Day** in our community and call this observance to the attention of all our citizens.
- Section 2. To encourage all of our citizens to observe this day with appropriate programs, ceremonies and activities that acknowledge the contributions of working Americans and their families.
- Section 3. This resolution shall take effect immediately.