

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
November 14 - 18, 2016

Tuesday, November 15, 2016

Special Board Meeting - 8:00 am
Board Room, 1st Floor, Administrative Center

___ 1. Roll Call: Hancock, Earnhardt, Kinzer, Sunderbruch, Holst

___ 2. Canvass of Votes.

Moved by _____ Seconded by _____
Ayes
Nays

___ 3. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

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

___ 1. Roll Call: Hancock, Earnhardt, Kinzer, Sunderbruch, Holst

Presentation

___ 2. Visit from Chief Judge Marlita Greve, Kathy Gaylord, District Court Administrator, Julie Carlin, Clerk of Court, and Brian McKenrick, Assistant District Court Administrator to update the Board on Judicial Branch matters and acknowledge efforts and support from the County regarding the remodel..... 8:00 a.m.

Facilities & Economic Development

___ 3. Equipment purchase for 2016 Road Widener. (Item 3)

___ 4. Bridge postings - weight restrictions on various county bridges. (Item 4)

___ 5. First of two readings of the request of Mike Coffman to rezone a 1.57-acre portion of Scott County Parcel #952705003, deed holder Paul Schwarz, from "Agricultural-General (A-G)" to "Single-Family Residential (R-1)," described as Part of the NW ¼ of the NE ¼ of Section 27 of LeClaire Township. (Item 5)

- ___ 6. First of two readings of the request of Paul and Marijo Anderson to rezone 350 acres, more or less, from Agricultural-Preservation (A-P) to Agricultural-General (A-G), described as Part of the NW¼SW¼ and SW¼SW¼ of Section 11 and SW¼ of Section 10, and the SE¼NE¼ and SW¼NE¼ of Section 10 and part of NW¼NE¼ of Princeton Township. (Item 6)
- ___ 7. Discussion of the City of Bettendorf's proposed TIF District for the redevelopment of the Twin Bridges Motor Inn property in downtown Bettendorf. (Item 7)

Human Resources

- ___ 8. Staff appointments. (Item 8)
- ___ 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. Discussion of pending litigation pursuant to Iowa Code Section 21.5(1)(c). - CLOSED SESSION

Finance & Intergovernmental

- ___ 11. Purchase of six patrol vehicles and one set of service manuals with wiring diagrams. (Item 11)
- ___ 12. Renewal of support agreement for ERP Software. (Item 12)

Other Items of Interest

- ___ 13. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, November 17, 2016

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

Friday, November 18, 2016

**Special Committee of the Whole - 8:00 am
Conf. Room 638, 6th Flr, Administrative Center Joint Meeting w/ Veteran Affairs Commission**

- ___ 1. Roll Call: Hancock, Earnhardt, Kinzer, Sunderbruch, Holst
- ___ 2. Annual Joint Meeting with Veteran Affairs Commission.
- ___ 3. Other items of interest.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.com
WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

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

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Equipment Purchase for 2016 Road Widener

DATE: November 17, 2016

A resolution approving the purchase of a 2016 Road Widener, single side FH Model with shoulder material dispensing attachment. The purchase price is as follows:

ROAD WIDENER

Star Equipment LTD Cedar Rapids, IA	\$22,066.50 (only bid received)
--	---------------------------------

This is the shouldering machine that we saw on 100th Ave when we were touring the County in August. We feel that this machine will significantly reduce the time it takes to shoulder the areas that have developed an edge rut. I have included a picture showing how low the rock can settle. This drop off can be dangerous to the traveling public if they drop a wheel off the edge. Pulling back to the paved surface can throw them into oncoming traffic. We can also use this machine for the widening projects, like 100th Ave, we have scheduled in our five year plan. We will also be able to add paved shoulders to our roads as the budget allows. The total spent on equipment so far this fiscal year is \$619,134.00 The FY2017 budget for equipment is \$695,000.00. I recommend the purchase of this piece of equipment, the 2016 Road Widener from Star Equipment.

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Assistant County Engineer

TARA YOUNGERS
Administrative Assistant



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

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 17, 2016

AUTHORIZATION TO PURCHASE A 2016 ROAD WIDENER.

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

Section 1. That the purchase of an 2016 Road Widener from Star Equipment, Cedar Rapids, IA in the amount of \$22,066.50 be approved.

Section 2. That this resolution shall take effect immediately.

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TARA YOUNGERS
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MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum, P.E.
County Engineer

SUBJ: Resolution Approving Bridge Postings

DATE: November 7, 2016

This resolution is in regards to updating weight limit restrictions of certain bridges on the secondary road system.

The Board of Supervisors is empowered under the Code of Iowa to prohibit the operation of vehicles or impose limitations as to the weight of vehicles on designated highways or highway structures under their jurisdiction. Our bridges are inspected in accordance with the National Bridge Inspection Standards. These inspections are performed in part by our consultant Calhoun – Burns & Associates and in part by county staff.

During the past year, two posted bridges have been replaced and therefore no longer require load limit restrictions.

It has been determined that four bridges require posting of load limit restrictions. The Iowa Department of Transportation Enforcement Branch will not write citations for violations of bridge postings unless a resolution has been passed by the Board authorizing the restrictions. The attached resolution also gives local law enforcement and the County Attorney a defensible position while prosecuting violators.

We presently have four posted bridges in the county. All four bridges are scheduled for replacement in our Five – Year Program.

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

 SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

NOVEMBER 17, 2016

APPROVAL OF WEIGHT RESTRICTIONS ON VARIOUS COUNTY BRIDGES

BE IT RESOLVED by the Scott County Board of Supervisors

Section 1. The Scott County Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to weight thereof on designated highways or highway structures under their jurisdiction.

Section 2. The County Engineer has completed or has caused to be completed the Structure Inventory and Appraisal of certain Scott County Bridges, in accordance with the National Bridge Inspection Standards and has determined that the status of certain bridges should change.

Section 3. The County Engineer has determined that the following Scott County Bridges are now adequate for legal loads at allowable operating limits:

County Bridge Number	FHWA Number	Feature Crossed	Location	Previous Load Limit	Load Limit Now
3D Hickory Grove	302471	Tributary to Mud Creek	79-02-03	11,16,16	Legal
20 Sheridan	302681	Hickory Creek	79-03-20	23,35,35	Legal

Section 4. The County Engineer has determined that the following Scott County Bridges are inadequate for two-lane legal loads at allowable operating stress:

County Bridge Number	FHWA Number	Feature Crossed	Location	Load Limit
6B Liberty	303070	Tributary to Rock Creek	80-01-06	21,31,40
7 Princeton	302910	Lost Creek	79-05-07	20,23,23
33B Allens Grove	303380	Tributary to Mud Creek	80-02-33	14,21,21
27H LeClaire	302990	McCarty Creek	79-05-27	22,30,30

Section 5. That vehicle and load limits are established and that signs be erected advising of the permissible maximum weights on the bridges listed.

Section 6. That vehicle, load limits and signs be removed advising of permissible maximum weights on the bridges listed.

Section 7. This resolution shall take effect immediately.

PLANNING & DEVELOPMENT

500 West Fourth Street
Davenport, Iowa 52801-1106
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Office: (563) 326-8643 Fax: (563) 326-8257



Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: November 8, 2016

Re: Approval of the first of two readings of an ordinance to rezone a 1.57-acre portion of Scott County Parcel #952705003, deed holder Paul Schwarz, from “Agricultural-General (A-G)” to “Single-Family Residential (R-1),” described as Part of the NW¼ of the NE¼ of Section 27 of LeClaire Township.

The Board of Supervisors held a public hearing on this rezoning on November 3rd. The Planning Commission had unanimously recommended approval of the rezoning in accordance with staff’s recommendation based on their determination that the request met a preponderance of the criteria of the land use policies. Even though the parcel was determined to have prime ag soils, it did meet a preponderance of other criteria such as having access and frontage on a hardsurfaced county maintained road, and being adjacent to other property that was zoned R-1. Additionally the property is currently zoned A-G, the designated holding zone until appropriate development is proposed and is shown on the Future Land Use Map as an area appropriate for residential development.

The applicant’s representative, Dan Schneckloth, was present at the Board’s public hearing to answer any questions and to from the Board of Supervisors. He said the storm water runoff problems that began when the current property owners took ownership would be addressed by Mr. Coffman by changing farming techniques.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the request to rezone 1.57 acres (more or less) from Agricultural-General (A-G) to Single-Family Residential (R-1) based on its compliance with a preponderance of the criteria of the Revised Land-Use Policies as enumerated in the Planning Staff Report. Vote 6-0

Prepared by: Scott County Planning and Development, 500 West Fourth Street, Davenport Iowa

SCOTT COUNTY ORDINANCE NO. 16-_____

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 1.57 ACRES IN SECTION 27, LECLAIRE TOWNSHIP FROM AGRICULTURAL-GENERAL (A-G) TO SINGLE-FAMILY RESIDENTIAL (R-1) , ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY IOWA:

Section 1. In accordance with Section 6-31 Scott County Code, the following described unit of real estate is hereby rezoned from Agricultural-General (A-G), to Single-Family Residential (R-1) to-wit:

Part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 79 North, Range 5 East of the 5th Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of said Section 27 then West 520 feet to the Centerline of County Road 277th Avenue, thence NNW along said centerline 350 feet to the Point of Beginning, thence WSW, perpendicular to said Centerline, 275 feet, thence NNW parallel to said Centerline 250 feet, thence ENE, perpendicular to said centerline, 275 feet, thence SSE along said Centerline 250 feet to the Point of Beginning. The above described Tract contains 1.57 acres, more or less.

Section 2. This ordinance changing the above described land to Single-Family Residential (R-1) is approved as recommended by the Planning and Zoning Commission.

Section 3. The County Auditor is directed to record this ordinance in the County Recorder's Office.

Section 4. Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 5. Repealer. All ordinances or part of ordinances in conflict with the provisions of the Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

Approved this _____ day of _____ 2016.

Jim Hancock, Chairman
Scott County Board of Supervisors

Roxanna Moritz, County Auditor

PLANNING & DEVELOPMENT

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Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: November 8, 2016

Re: Approval of the first of two readings of an ordinance to rezone 350 acres, more or less, from Agricultural-Preservation (A-P) to Agricultural-General (A-G), described as Part of the NW¹/₄SW¹/₄ and SW¹/₄SW¹/₄ of Section 11 and SW¹/₄ of Section 10, and the SE¹/₄NE¹/₄ and SW¹/₄NE¹/₄ of Section 10 and part of NW¹/₄NE¹/₄ of Section 10 all in Princeton Township.

The Board of Supervisors held a public hearing on this rezoning on November 3rd. The Planning Commission had recommended approval of the rezoning in accordance with staff's recommendation based on their determination that the request met a preponderance of the criteria of the land use policies. The Planning Commission noted that this rezoning would not allow any non-agricultural development of this property and that it was an intermediate step to allow future consideration of a rezoning to allow such development.

The applicant, Marijo Anderson, was present at the Board's public hearing to answer any questions and to request approval from the Board of Supervisors. She said that they have no specific plans at this time for the development of this property but they want to be ready if an opportunity presents itself. She also said they would be willing to consider or request annexation into the City of Princeton if that was determined to be the best option for the future development of the property.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommended approval of the request to rezone 350 acres (more or less) from Agricultural-Preservation (A-P) to Agricultural-General (A-G) based on its compliance with a preponderance of the criteria of the Revised Land-Use Policies as enumerated in the Planning Staff Report. Vote 5-1 (Schneklath dissenting)

Prepared by: Scott County Planning and Development, 500 West Fourth Street, Davenport Iowa

SCOTT COUNTY ORDINANCE NO. 16-_____

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 350 ACRES IN SECTION 10 & 11, PRINCETON TOWNSHIP FROM AGRICULTURAL-PRESERVATION TO AGRICULTURAL-GENERAL (A-G), ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY IOWA:

Section 1. In accordance with Section 6-31 Scott County Code, the following described unit of real estate is hereby rezoned from Agricultural-Preservation (A-P) to Agricultural-General (A-G) to-wit:

Part of the West Half of Section 10 and the West Half of the Southwest Quarter of Section 11, Township 79 North, Range 5 East of the 5th Principal Meridian, more particularly described as follows:

The West Thirty Acres of the Northwest Quarter of the Northeast Quarter, the South Half of the Northeast Quarter, and the Southeast Quarter all in Section 10 and the West Half of the Southwest Quarter in Section 11, Township 79 North, Range 5 East of the 5th Principal Meridian. The above described Tract contains 350 acres, more or less.

Section 2. This ordinance changing the above described land to Agricultural-General (A-G) is approved as recommended by the Planning and Zoning Commission.

Section 3. The County Auditor is directed to record this ordinance in the County Recorder's Office.

Section 4. Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 5. Repealer. All ordinances or part of ordinances in conflict with the provisions of the Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

Approved this _____ day of _____ 2016.

Jim Hancock, Chairman
Scott County Board of Supervisors

Roxanna Moritz, County Auditor

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Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Scott County TIF Review Committee

Date: November 8, 2016

Re: City of Bettendorf's proposed creation of a TIF District for the demolition of the Twin Bridges Motor Inn and the redevelopment of the site with market rate multi-family rental units.

The City of Bettendorf views this property as a seriously 'challenged' property in its current state. The City has been seeking the redevelopment of this site since it was identified in its Downtown Master Plan as a 'catalyst site'. The City has determined it to be a nuisance property with public health concerns, structural concerns, life/safety concerns and as a seriously blighted area. For these reasons the City is offering this TIF plan as a substantial incentive package based on the property in question, and knowing that no other developer has expressed interest in redevelopment of the property. The City also states that the incentive is offered due to the assumed risk on the part of the developer, and because, as the initial blighted property to be redeveloped, it is expected to help rejuvenate the downtown. The City of Bettendorf has determined this property to be a public nuisance with over 600 police and fire calls in the past calendar year. The property, therefore as stated above, is considered by the City to be a severely blighted property.

The TIF Review Committee submitted some additional questions on the property to the City:

1. Is the total Assessed Value of the Project expected to be \$22M? CONSTRUCTION COST OF \$22M. MINIMUM ASSESSMENT SET AT \$15M. AFTER TALKING WITH TOM MCMANUS, WE BELIEVE THE ASSESSOR WILL SET A MUCH HIGHER VALUE THAN \$15M. THE \$15M ASSESSED VALUE IS HELPING THE DEVELOPER SECURE LOCAL FINANCING.
2. What would be the Base Valuation for the project? WHILE WE ARE NOT SETTING A BASE IN THIS AGREEMENT, WE ARE ASSUMING IT'LL BE THE ASSESSED VALUE AS OF JANUARY 1, 2017. (ROUGHLY \$785K)
3. How much would the annual increment payment expected to be? THAT'LL BE DETERMINED BY THE ASSESSED VALUE, BUT IF IT IS THE MINIMUM ASSESSED VALUE, THE ANNUAL PAYMENT WILL BE AROUND \$375K.
4. You describe this as "multi-family commercial development" is this all market rate residential rental units or is there some retail/office component to the development? ALL MARKET RATE. THERE WILL BE ONE UNIT OF RETAIL/RESTAURANT, (APPROXIMATELY 3,000 SQUARE FEET). TARGETED AT MILLENIALS AND WORKING CLASS, THE DEVELOPER CONTEMPLATES 135 TOTAL UNITS, AND HIS PROFORMA SUGGEST 95% OCCUPANCY IN THE FIRST YEAR.

Page two
City of Bettendorf's TIF proposal
November 8, 2016

5. This would appear to be a TIF offered as an economic incentive to eliminate this blighted property? THAT IS 100% CORRECT. THIS PROPERTY HAS BEEN DETERMINED TO BE A PUBLIC NUISANCE WITH OVER 600 POLICE AND FIRE CALLS THIS CALENDAR YEAR. IT IS A SEVERLY BLIGHTED PROPERTY THAT HAS BEEN IDENTIFIED AS A 'CATALYST SITE' FOR REDEVELOPMENT.

The TIF Review Committee would consider the use of a TIF incentive in this current proposal as a method to reverse the obvious blight of this site and a proposal the Board of Supervisors should consider supporting. Even though it is a "residential" development it is not a detached single family residential development on a greenfield site but rather the redevelopment of a seriously blighted site for a commercial multi-family development.

The TIF Review Committee will draft a letter for the Board's consideration.



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

October 27, 2016

Dear Taxing Entities,

One of the City of Bettendorf's top goals in an effort to encourage economic development and increase the tax base is "to encourage the redevelopment of underutilized or blighted property", such as the property located at 221 – 15th Street in Bettendorf, Iowa, (commonly known as The Twin Bridges Motor Inn).

Today, the property is in very poor condition, and is considered a public nuisance due to the number of health and public safety issues that have arisen. The City of Bettendorf and Scott County respond to over 300 police, fire, nuisance, public health or safety calls at this site annually! This property sits in Bettendorf's Downtown, at a location that is targeted for redevelopment, and at the base of the new Interstate 74 Bridge. This property is one of the true catalyst sites to spur economic revitalization in Downtown Bettendorf. Twin Bridges Associates, LP and their general partner Frank Levy, have approached the City of Bettendorf requesting a full 20 year TIF, and a \$750,000 Forgivable Economic Development Loan, to support the redevelopment of this property, which would start immediately with the demolition of the existing building.

The project proposed at this time contemplates a multi-family commercial development in an entirely new, urban designed setting, targeted at attracting young professionals and families to Downtown Bettendorf. This development would feature contemporary building and design standards, while connecting directly to the new Urban Park that is coming as part of the Interstate 74 Bridge Project. It is a conduit to the Mississippi River Trail system and provides tremendous economic growth potential, with a new property valuation anticipated to exceed \$22 Million, making it the second highest valued property in Downtown Bettendorf, with The Isle Casino and Hotel complex being the only property valued higher.

Twin Bridges Associates, LP's plan will be to immediately mitigate any environmental issues, demo the building, grade the site, and break ground on the new development in the spring of 2017. Their incentive, which is a proposed 20 year 100% TIF will come in the form of a rebate that is based on their ability to perform. Additionally, the City of Bettendorf anticipates awarding a \$750,000 Forgivable Economic Development Loan to support this project; as staff and City Council believe in the ability of this project to serve as a tremendous catalyst, and agent of change for greater growth and development in Downtown Bettendorf for years to come.

Prior to committing to a Development Agreement, the City desires to seek your input about this project. Therefore, an Opportunity to Consult will be held on Friday, November 4, 2016 at 10am in the Administrative Offices of Bettendorf City Hall, located at 1609 State Street. If you have thoughts, or cannot make the meeting, please feel free to contact me with any questions. I will be happy to oblige.

Additionally, per Iowa Code, a hard copy of the Resolution setting the date for the Opportunity to Consult, and the proposed Development Agreement will be mailed to each of the taxing entities; and as a courtesy, hard copies will be hand delivered as well.

Thank you!

Jeff Reiter
Economic Development Director
City of Bettendorf

EXHIBIT A

Street Address: 221 – 15th Street

City: Bettendorf

County: Scott

LEGAL DESCRIPTION

Part of the southwest ¼ of the southwest ¼ of Section 28, Township 78 North, Range 4 east of the 5th Prime Meridian, beginning in the south boundary line of said Section 28 at a point 418 ½ feet east of the southwest corner of said Section; thence north 439 ½ feet to the center of the Davenport and LeClaire Road; thence east along the center of road 180 feet more or less to the land of Gustav Kobs' land 439 ½ feet to Section line; thence west 180 feet to the place of beginning, subject to the right of way of the Davenport, Rock Island and Northwestern Railway Company and the Iowa and Illinois Railway Company.

AND

A part of the western ½ of the southwestern ¼ of Section 28, Township 78 North, Range 4 east of the 5th Prime Meridian, more particularly described as follows: Commencing at a point 602.27 feet west of the southeast corner of said west ½ of the southwest ¼ of Section 28; thence west 130 feet; thence north 413.16 feet to the south line of Davenport and LeClaire Road; thence easterly along south line of Davenport and LeClaire Road 130 feet; thence south to the place of beginning, excepting however, that portion of said real estate above described which has heretofore has been sold to the Davenport Clinton and Eastern Railway Company and I. & I. Railway Company and D.R.I. & N.W. Railway Company for right of way; and excepting that tract conveyed to the City of Davenport, Iowa, by Warranty Deed dated October 8, 1958, and recorded in Book 237, Deeds page 206 in the office of the Recorder of Scott County, Iowa.

Exhibit A - Twin Bridges Associates, LP TIF District



RESOLUTION SETTING THE DATES FOR PUBLIC HEARINGS ON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BETTENDORF AND TWIN BRIDGES ASSOCIATES, LP AND ESTABLISHING THE TWIN BRIDGES TAX INCREMENT FINANCING DISTRICT FOR THE PROPERTY LOCATED AT 221 – 15th STREET

WHEREAS, the City of Bettendorf previously established Urban Renewal Area #1, and

WHEREAS, the City of Bettendorf and Twin Bridges Associates, LP have negotiated a Development Agreement for the redevelopment of the property located at 221 – 15th Street and establishing the new Twin Bridges Tax Increment Financing District within Urban Renewal Area #1, and

WHEREAS, an Opportunity to Consult will be held on November 4, 2016, concerning said Development Agreement and related Tax Increment Financing District, and

WHEREAS, the City of Bettendorf desires to receive public input prior to entering into said Development Agreement and establishing the Twin Bridges Tax Increment Financing District, and

WHEREAS, the City Council has determined the public purpose will be accomplished by the creation of new businesses that generate public gains and benefits as mandated by Section 15A of the Code of Iowa.

NOW, THEREFORE IT BE RESOLVED BY THE CITY OF BETTENDORF that November 15, 2016 at 7pm in the Bettendorf City Hall Council Chambers at 1609 State Street is hereby established as the date, time and location for a public hearing for a proposed Development Agreement including a Tax Increment Financing District between the City of Bettendorf and Twin Bridges Associates, LP.

Passed, Approved and Adopted this 1st day of November, 2016.

Mayor Robert Gallagher, Jr.

Attest:

Decker P. Ploehn, City Clerk

**ORDINANCE PROVIDING THAT TAX INCREMENT REVENUES
LEVIED AND COLLECTED EACH YEAR ON PROPERTY LOCATED
WITHIN URBAN RENEWAL AREA #1, IN THE CITY OF
BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, BY AND FOR
THE BENEFIT OF THE STATE OF IOWA, CITY OF BETTENDORF,
COUNTY OF SCOTT, BETTENDORF COMMUNITY SCHOOL
DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A
SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON
LOANS, MONIES ADVANCED TO AND INDEBTEDNESS,
INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY
SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL
REDEVELOPMENT PROJECT.**

WHEREAS, the City Council of the City of Bettendorf, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 36-90, passed and approved on the 4th day of September, 1990, adopted the Bettendorf Urban Renewal Plan (the "Urban Renewal Plan") and has been amended to include an urban renewal area known as Urban Renewal Area #1 (the "Urban Renewal Project Area"), which Urban Renewal Project Area includes the lots and parcels located within the area legally described in "Exhibit A" attached to this ordinance.

WHEREAS, the City Council desires to establish the Twin Bridges Associates, LP Tax Increment Financing District for the division of revenue pursuant to Section 403.19 of the Code of Iowa for the following lots and parcels located within the area legally described in "Exhibit A" (the "TIF District"); and

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Bettendorf, Iowa in the future to finance urban renewal projects within the TIF District carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Bettendorf, Iowa desires to provide for the division of revenue from taxation in the TIF District, as described below, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BETTENDORF, IOWA:

Section 1. That the taxes levied on the taxable property in the TIF District legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Bettendorf, County of Scott, Bettendorf Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in the Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the TIF District, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Bettendorf certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of the Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Bettendorf, Iowa hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Bettendorf, Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the TIF District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant Section 298.2, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the Urban Renewal Project Area without and limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the TIF District exceeds the total assessed value of the taxable property in the TIF District as shown by the assessment role referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the TIF District shall be paid into the funds for the respect taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Bettendorf, Iowa referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the TIF District shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts or ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the TIF District, as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or

application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the TIF District and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED, APPROVED, AND ADOPTED this ____ day of _____,
2016.

Robert Gallagher, Jr., Mayor

ATTEST:

Decker P. Ploehn, City Clerk



COUNCIL LETTER

MEETING DATE: November 1, 2016

REQUESTED BY: Jeff Reiter

ITEM TITLE: Resolution Setting the Dates for Public Hearings on Approving a Development Agreement between the City of Bettendorf and Twin Bridges Associates, LP and Establishing the Twin Bridges Tax Increment Financing District for the Property Located at 221 – 15th Street

EXPLANATION

One of the City of Bettendorf's top goals in an effort to encourage economic development and increase the tax base is "to encourage the redevelopment of underutilized or blighted property", such as the property located at 221 – 15th Street in Bettendorf, Iowa, (commonly known as The Twin Bridges Motor Inn).

The current building located on this site was constructed in 1961 and is in very poor condition. The City has recently conducted code enforcement activities at the property and the building has not been allowed to be fully occupied since August. This property has been identified in the Downtown Master Plan as a possible catalyst site for downtown revitalization and the City Council identified this location as a top priority for redevelopment at its most recent goal-setting session. It is anticipated that this redevelopment project will encourage further private investment in the downtown.

The City has negotiated a Development Agreement with Twin Bridges Partners, LP for the redevelopment of this site. The Developer is committing to build two 5-story apartment buildings with a total of 135 market-rate housing units ranging from micro-studio units to two-bedroom units. The new buildings shall comply with the Downtown Master Plan design standards. The construction cost is estimated to be \$22 million and construction will begin within 120 days of the signing of the Agreement. In exchange, the Agreement calls for a \$750,000 forgivable economic development loan, as well as a 20 year, 100% TIF rebate to the Developer in support of this project.

Prior to offering any such financial incentives, the City desires to seek public input in the form of a public hearing. Therefore, staff recommends setting November 15, 2016 at 7 pm in the City Council Chambers at Bettendorf City Hall, 1609 State Street as the date, time, and place for said public hearing to consider the approval of the Development Agreement as well as the establishment of the Twin Bridges Tax Increment Financing District. Additionally, an opportunity to consult will be held with the affected taxing entities on November 4, 2016. Staff will report the results of that meeting to the Council at the public hearing.

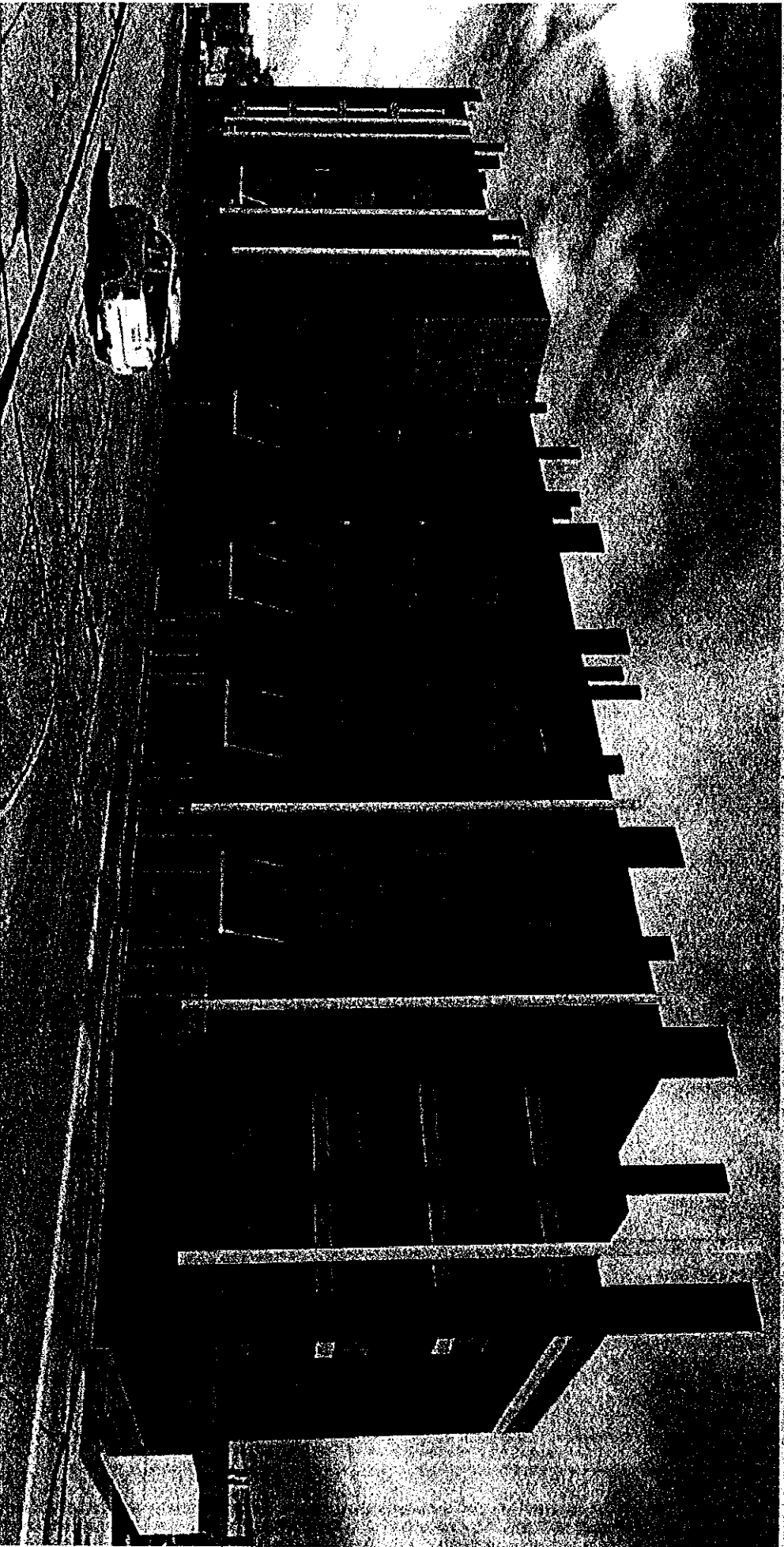
If the matter is not budgeted in the current year, explain why funding is requested and the anticipation:

- TIF Funds generated by the project will be rebated to the Developer.
- The budget contemplates the forgivable loan amount.

List Attachments:

- Concept Plan Submitted by the Developer
- Development Agreement Draft
- Resolution
- Legal Description of Development Site
- Urban Renewal Area #1 Plan

Front Elevation



DEVELOPMENT AGREEMENT

This Development Agreement is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (City), and _____ (Developer), as of the ____ day of _____, 2016.

RECITALS

WHEREAS, Developer owns certain property, more specifically described on Exhibit A attached hereto (Property), which is located within the Urban Renewal Area #1, and upon which the Developer intends to construct a multi-story, 135-unit, workforce housing commercial project (Project) on the Property; and

WHEREAS, the existing building on this site was originally constructed in 1961 and has been operated as an extended stay motel for the last decade, and it is currently in a deteriorated condition; and

WHEREAS, this property has been identified as a potential redevelopment site in the City of Bettendorf's Downtown Master Plan and Streetscape Plan, and downtown redevelopment continues to be a high priority for the Bettendorf City Council; and

WHEREAS, the Project will not occur without financial assistance from the City of Bettendorf; and

WHEREAS, the Developer's obligations to redevelop the Property as provided herein furthers the objectives of the Urban Renewal Plan to provide additional urban infill, employment opportunities and tax base within the Urban Renewal Project Area, and preserve and create an environment which will protect the health, safety and general welfare of City residents; and

WHEREAS, the economic development incentives for the development of the Improvements are provided by the City to Developer pursuant to the Urban Renewal Law and Chapter 15A of the Code of Iowa, and Developer's obligations under this Agreement to construct the Improvements will generate the following public gains and benefits: (i) it will advance the improvement and redevelopment of the Project Area in accordance with the Urban Renewal Plan; (ii) it will encourage further private investment in the surrounding area; and, (iii) it will further the City's efforts to retain and create job opportunities within the Project Area which might otherwise be lost; and

WHEREAS, City believes that the redevelopment of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the Project has been undertaken, and warrant the provision of the economic assistance set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Developer Obligations.

Developer agrees demolish the existing structure on the property and construct two five-story multi-family buildings on the Property which will include a total of 135 housing units. The housing units will range from micro units to two-bedroom units. The Project shall be constructed in substantial

DRAFT

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compliance with the approved Conceptual Development Plan attached hereto as Exhibit B and with such future amendments thereto as may be approved by City.

The Project design and construction shall adhere to design standards contained within the Downtown Master Plan and Streetscape Plan. The Project must further comply with all applicable state and local laws and regulations, including but not limited to the City's Site Plan Regulations, Zoning Ordinance, and Building Code.

Developer shall cause construction of the Project to commence within 120 days of the date of this Agreement, and shall cause such construction to be diligently pursued to completion. The Project shall be substantially completed by December 31, 2018.

Section 2. City Obligations.

City agrees to assist Developer in applying for Workforce Housing Tax Credits for the Project from the Iowa Economic Development Authority. City further agrees that it will vacate Gilbert Street, which runs along the rear of the Property, and transfer that property to Developer by way of Quit Claim Deed. In exchange, Developer agrees to incorporate that property into this Development Project and use it for tenant parking and enhanced streetscapes, as well as to maintain it as a secondary access point to the State Street Fire Station.

Section 3. Economic Development Payments.

A. Forgivable Economic Development Loan.

City shall advance to Developer a Forgivable Economic Development Loan in a principal amount equal to \$750,000. The Forgivable Loan shall be forgiven in full upon satisfactory completion of the Project, as determined by City. If Developer is determined to be in default of this Agreement for failure to timely commence construction of the Project, or for abandoning construction prior to the Project's completion, the City may elect to declare the Forgivable Loan due and payable. In such event, the principal amount of the Forgivable Loan shall be immediately due and payable, and any portion of the Forgivable Loan not repaid within 30 days of such election shall thereafter draw interest at the annual rate of eight percent (8%), until paid, with all payments to be applied first to payment of accrued interest and then to reduction of the principal.

Said Loan shall be secured by the attached Subordinate Mortgage, labeled as Exhibit C, and the attached Promissory Note, labeled as Exhibit D. Both documents shall be filed with the Scott County Recorder's Office.

B. Tax Increment Rebate Payments.

The City agrees to make tax increment rebate payments (TIF Rebate) to Developer in support of this Project. The TIF Rebate shall be paid only from the tax incremental revenues derived from the Project for the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa. For the purposes of this Agreement, the tax incremental revenues derived from the Project shall mean only the taxes available for division by the City under the Urban Renewal Law in excess of the base year assessment for the Property and any Added Land and improvements thereto. January 1, 2018 shall be considered the base year.

Added Land is any vacated right-of-way adjoining the Property which is transferred to the Developer within 9 months of the date of this Agreement for assemblage with the Property.

The TIF Rebates shall be made on December 1st and June 1st of each fiscal year, and shall continue for a period of twenty (20) years of taxes commencing with the January 1, 2019 tax year. Each of the TIF Rebate Payments shall be in an amount equal to 100% of the Project TIF in that fiscal year, subject to the limitation further described below.

In any given year of the TIF Rebate, such Rebate payment shall be limited to that amount which is necessary to provide Developer's investors with their target rate of return on their initial investments. Once that rate of return is achieved for that year, any remaining TIF amount shall return to the City and other appropriate taxing bodies. Developer agrees to provide a financial report to the City by April 15 of each year in which Developer is eligible for a TIF Rebate payment, beginning with April 15, 2019. This report shall include the following information:

- i) A summary of all income and revenues by category received by Twin Bridges Associates, LP from all sources, including but not limited to incidental sales of personal property and fixtures.
- ii) A summary of all expenses by category incurred in the operation, maintenance and leasing of the Property and Improvements.
- iii) A summary of all receipts from the sale or refinancing of any portion of the property.
- iv) The aggregate original equity investment by all the Partners in Twin Bridges Associates, L.P, as reduced from time-to-time by any distributions made in reduction of their original equity investment.
- v) The aggregate amounts and date of advancement and repayment of all loans from the Partners.
- vi) The calculation of the internal rate of return to the limited Partners and the Special Limited Partner on their original equity investment in Twin Bridges Associates, LP cumulative of all prior distributions, for the term from ____ through the prior calendar year for any annual report, and through the December 31st nearest to the date of refinancing or sale for any Interim Report.
- vii) The total cost to Twin Bridges Associates, LP of acquiring the Property and constructing the Project. Such costs shall include accrued interest through the date of completion of the Project. The information required by this sub-paragraph need only be shown in the first Annual Report after completion of the Improvements.

The TIF Rebate payments to the Developer are subject to the timely payment of property taxes by the Developer.

Developer agrees to execute a Minimum Assessment Agreement for the Property in the amount of \$20,000,000. Said Minimum Assessment Agreement shall be in full force and effect for the duration of the TIF Rebates on the Property and shall run with the land. *Yes I think we should*

Comment [k1]: Are we requiring a minimum assessment agreement?

Section 4. Term of Agreement.

The tax increment revenues described in Section 3 above shall accumulate and be available for rebate through the life of the TIF Rebate stream. This Agreement shall terminate once all TIF Rebates have concluded.

Section 5. Right of Non-Appropriation.

Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the TIF Rebate from the Pledged Tax Increment Revenues described in Section 3 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 the City as provided in this section. The City may exercise its right of non-appropriation as to the amount of the TIF Rebates 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 to Developer in the next fiscal year under this Agreement.

In the event the City Council of the City elects to not appropriate sufficient funds in the budget for any future fiscal year from the Pledged TIF Rebate described in Section 3 hereto for the payment in full of the installments on the TIF 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 TIF Rebates 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 6. Assignment.

This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's right to receive the TIF Rebate 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 on the part of the City.

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 7. Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

Section 8. 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 9. 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.

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.

NAME OF DEVELOPER

By:
Its:

STATE OF IOWA)

) ss:

COUNTY OF SCOTT)

This instrument was acknowledged before me on _____, 2016, by _____, as Authorized Representative of _____, an Iowa limited liability company and the general partner of _____, an Iowa limited partnership, on behalf of whom the instrument was executed.

Notary Public in the State of Iowa

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 17, 2016

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Katie Glenn for the position of part-time Clerk II in the Recorder's Office at the entry level rate.

Section 2. The hiring of Bridget Hillyer for the position of Truck Driver/Laborer in the Secondary Roads Department at the entry level rate.

OFFICE OF THE SCOTT COUNTY FLEET MANAGER

950 East Blackhawk Trail
Eldridge, Iowa 52748

Office: (563) 328-4136
Fax: (563) 328-4173
www.scottcountyia.com



November 15, 2016

TO: Mahesh Sharma, County Administrator
FROM: Barbara Branscom, Fleet Manager
SUBJ: Approval of Purchase of Six Police Interceptor, Utility AWD for the Sheriff's Office

The Purchasing Division has solicited bids for Six Police Interceptor, Utility AWD for the Sheriff's Office for the Sheriff's Office. These vehicles are replacement vehicles for the Patrol Division.

Below summarizes the bids that were received:

Police Interceptor, Utility AWD

Dealership	Location	Vehicle Bid	Price per vehicle	Total Purchase
Reynolds Ford	Moline, IL	2017 Ford Police Interceptor, Utility, AWD	\$27,699.14	\$166,548.84
Charles Gabus Ford	Des Moines, IA	2017 Ford Police Interceptor, Utility, AWD	\$27,703.14	\$166,754.84
Clinton Auto Group	Clinton, IA	2017 Ford Police Interceptor, Utility, AWD	\$27,769.14	\$166,976.84
Lindquist Ford	Bettendorf, IA	2017 Ford Police Interceptor, Utility, AWD	\$28,051.00	\$168,742.00
Courtesy Ford	Davenport, IA	2017 Ford Police Interceptor, Utility, AWD	\$28,203.00	\$169,218.00
Barkau Automotive **	Stockton, IL	2017 Dodge Durango SSV AWD	\$27,400.00	\$164,700.00

****Exceptions**

The Sheriff's Office has requested that we purchase six replacement patrol vehicles as per the budgeted FY2017 vehicle replacement plan.

The low bid for the patrol vehicles was Reynolds Ford at \$27,699.14. There was also a bid request for service manuals and wiring diagrams for Fleet Services to perform maintenance. The manuals are a one-time cost of \$354.00

The total of these vehicles plus the manuals is \$166,548.84. The purchase was budgeted for \$175,000.00 in the 2017 fiscal year capital budget.

I will be in attendance at the next Committee of the Whole meeting to discuss this purchase and to answer any questions you or the Board may have.

CC: Sheriff Dennis Conard
David Farmer
Jon Burgstrum

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 17, 2016

A RESOLUTION APPROVING THE AWARD OF BIDS FOR THE PURCHASE OF SIX
POLICE INTERCEPTOR, UTILITY, AWD AND ONE SET OF SERVICE MANUALS
WITH WIRING DIAGRAMS

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

- Section 1. That the bids for six 2017 Ford Police Interceptors, Utility, AWD to be used as patrol vehicles for the Sheriff's Office are approved and hereby awarded to Reynolds Ford, Moline, IL in the amount of \$166,548.84.
- Section 2. That the bids for one set of service manuals with wiring diagrams for 2017 Ford Police Interceptor, Utility, AWD to be used by Fleet Services to perform maintenance are approved and hereby awarded to Reynolds Ford, Moline, IL, in the amount of \$354.00.
- Section 3. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyia.com



November 11, 2016

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, Director of Budget and Administrative Services

SUBJ: Annual Support Agreement New World Software – Tyler Technologies

The County received a new annual support agreement for the upcoming renewal period beginning 1/1/2018 that will apply to the New World ERP software licensed to us by Tyler Technologies. Tyler Technologies merged with New World System on November 16, 2015.

The Tyler-wide practice for maintenance and support terms is to establish one –year yearly agreements which automatically renew on an annual basis. Fees are based on Tyler’s then current rates. The contract may be terminated, effective the last date of the then-current term by providing at least ninety (90) days’ written notice to Tyler Technologies.

Scott County’s contracted rate of Annual Maintenance of \$89,250 remains in effect until December 31, 2017. Tyler Technologies has agreed to carry through the agreement with New World Systems the annual maintenance for January 1, 2018 to December 31, 2018 will not exceed 3% over 2017. Renewals after that period would be at the new market rates.

The agreement has been reviewed by Information Technology and Administration. It is recommended to enter into the revised agreement.

CC:
Matt Hirst, Director Information Technology



840 West Long Lake Road
Troy, MI 48098

P: 248.269.1000

October 18, 2016

Ms. Dee Bruemmer
County Administrator
County of Scott
600 West 4th Street
Davenport, IA 52801

Dear Ms. Bruemmer,

Enclosed is the annual support agreement for the upcoming renewal period beginning **1/1/2018** that will apply to the New World software you have licensed.

You will note that this renewal form is different from the forms you may have received in the past. First, you will see that the agreement is with Tyler Technologies, Inc. As you may know, New World Systems merged into Tyler effective November 16, 2015.

Second, the enclosed form aligns you with the Tyler-wide practice of establishing one-year maintenance and support terms, which automatically renew on an annual basis. Fees are also set for all customers on an annual basis, based on Tyler's then-current rates. In future years, you will receive an invoice from us reflecting your fees, based on those rates. You will not receive a new form to complete and sign.

Now that New World is part of the Tyler family, we are taking this step to simplify the administration of your contract - a change we believe benefits us both. This change does not mean, though, that you are forever bound to a maintenance and support agreement with Tyler. If you choose to, you may terminate the agreement, effective as of the last date of the then-current term, by providing us at least ninety (90) days' notice of your intent to do so.

I ask that you sign and return the form to Dennis Kleinedler, Staff Accountant, Tyler Technologies, Inc., 840 West Long Lake Road, Troy, MI 48098. Please do not hesitate to contact Dennis at 248.269.1000 ext.1372 or dennis.kleinedler@tylertech.com with any questions or concerns. If James is unavailable, or you prefer, you may also contact your Customer Care Manager.

Sincerely,

Abigail Diaz
Vice President &
Associate General Counsel

Enclosure

Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and Client merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: Scott Co., IA

By: _____

By: _____

Name: Abby Diaz

Name: _____

Title: Associate General Counsel

Title: _____

Date: _____

Date: _____



Exhibit 1 Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the applicable invoice. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with



proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
- (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
- (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

November 17, 2016

APPROVING THE ANNUAL SUPPORT AGREEMENT FOR THE RENEWAL PERIOD
BEGINNING JANUARY 1, 2018 FOR NEW WORLD ERP SOFTWARE WITH TYLER
TECHNOLOGY

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

- Section 1. The renewal agreement of one-year increments beginning January 1, 2018 of the maintenance and support terms, which automatically renews on an annual basis at then-current rates and may be terminated with at least ninety days' notice, for New World ERP software is hereby approved.
- Section 2. The County Administrator is hereby authorized to sign the contract document on the behalf of the Board of Supervisors.
- Section 3. This resolution shall take effect immediately.