

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
July 22 - 26, 2019

Tuesday, July 23, 2019

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

- ___ 1. Roll Call: Beck, Knobbe, Croken, Kinzer, Maxwell

Facilities & Economic Development

- ___ 2. Presentation on Scott County Secondary Roads - Road Area Service Reclassification Program.
- ___ 3. Updating weight limit restrictions on certain bridges on Scott County secondary roads. (Item 3)
- ___ 4. Informational Presentation on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) proposed updates and 90-day appeal process. (Item 4)

Human Resources

- ___ 5. Long term disability insurance coverage. (Item 5)
- ___ 6. Staff appointments. (Item 6)
- ___ 7. Temporary increase of 2.0 FTE Bailiff's for Administrative Building Security. (Item 7)

Finance & Intergovernmental

- ___ 8. Accepting award of the Iowa Edward Byrne Justice Assistance Grant (JAG) through the Governor's Office of Drug Control Policy in the Sheriff's Office. (Item 8)
- ___ 9. License and Services agreement for software for the Sheriff's Office. (Item 9)
- ___ 10. Backup Software Maintenance and Support. (Item 10)
- ___ 11. IT Research and Advisory Membership. (Item 11)
- ___ 12. Davenport City Assessor and Scott County Assessor recommended action on Business Property Tax credit applications. (Item 12)
- ___ 13. 2019 Homestead, Military Tax Credit, and Disabled Veterans Homestead Applications recommended for allowance and disallowance by the Davenport City Assessor and the Scott County Assessor Offices. (Item 13)

- ___ 14. Setting of a public hearing for Thursday, August 8, 2019 at 5:00 p.m. for an amendment to the County's current FY20 Budget. (Item 14)
- ___ 15. Authorizing and approving a Loan Agreement, providing for the issuance of General Obligation Communications and Refunding Bonds, Series 2019 and directing the levy of taxes to pay the same. (Item 15)

Other Items of Interest

- ___ 16. Update on Parkview rental ordinance
- ___ 17. Beer/liquor license renewal for Wapsi Willy.
- ___ 18. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, July 25, 2019

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

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
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, P.E.
County Engineer

SUBJ: Resolution Approving Bridge Postings

DATE: July 16, 2019

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.

It has been determined that twenty 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.

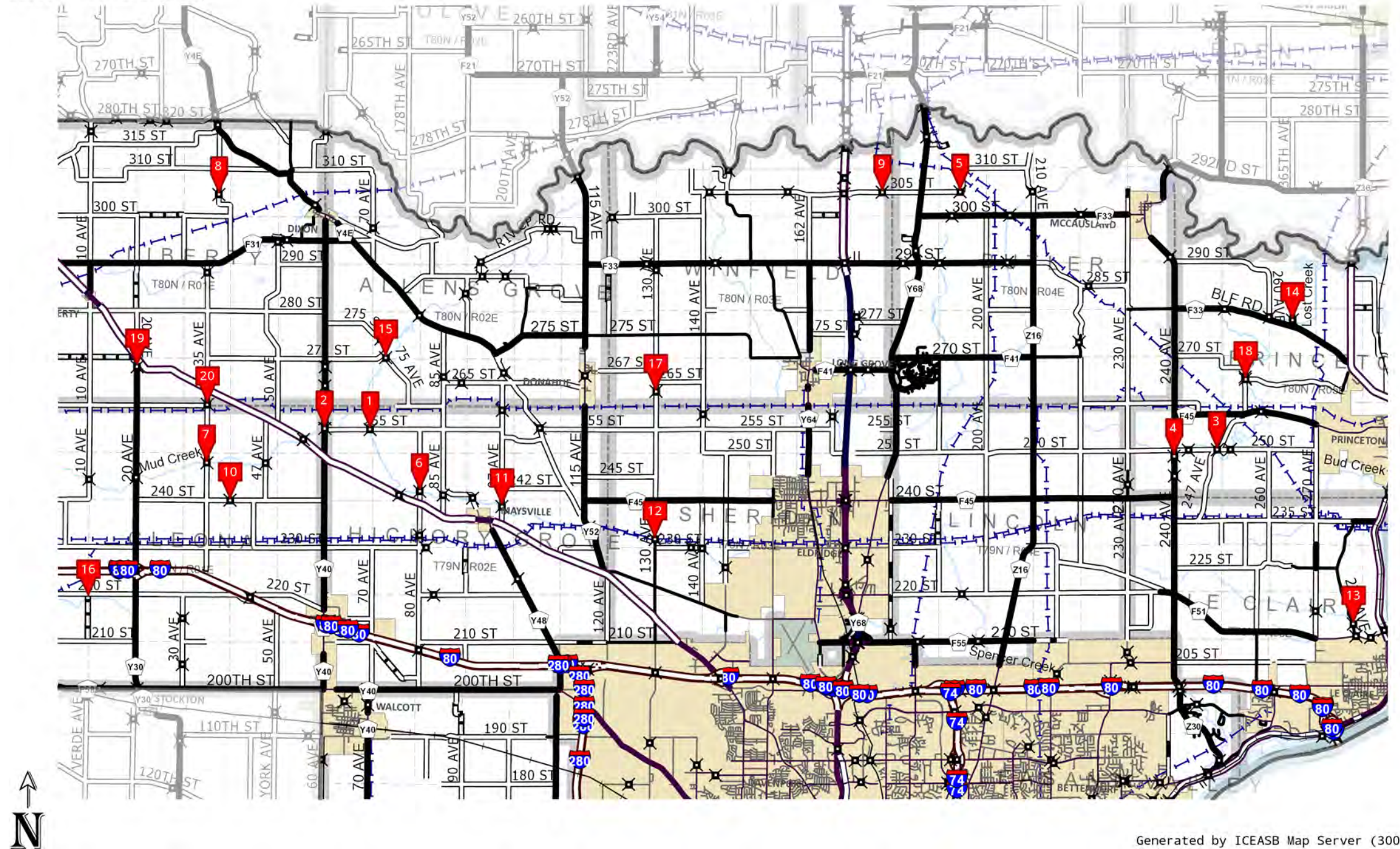
In 2018, the Iowa State Legislature amended Iowa Code Section 321.463, Subsection 9 to allow construction vehicles transporting materials or equipment on local roads to operate under the maximum gross weight table for primary highways. Calhoun-Burns & Associates has reviewed our bridges in regards to this increased weight allowance and twelve bridges now require load limit restrictions due to this increased weight allowance. These heavier loads are allowed without requiring a permit, which in turn required our bridges to be analyzed for the heavier loads and subsequently posted with weight restrictions where necessary.

Six of the bridges are scheduled for replacement in our Five – Year Program.

Bridge Postings - 2019

Scott - ICEASB Easy Map

9:48 AM, Tue, Jul 16, 2019



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

JULY 25, 2019

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 inadequate for two-lane legal loads at allowable operating stress:

County Bridge Number	FHWA Number	Feature Crossed	Location	Load Limit
6 Hickory Grove	302500	Hickory Creek	79-02-06	28,40,40
6E Hickory Grove	302480	Mud Creek	79-02-06	28,40,40
7 Princeton	302910	Lost Creek	79-05-07	13,16,16
7F Princeton	302940	Lost Creek	79-05-07	28,40,40
8A Butler	303590	Glynn Creek	80-04-08	One Truck on Bridge
9B Hickory Grove	302510	Hickory Creek	79-02-09	28,40,40
10 Cleona	302370	Mud Creek	79-01-10	28,40,40
10E Liberty	303081	Tributary to Walnut Creek	80-01-10	28,40,40
12 Winfield	303451	Tributary to Wapsipinicon River	80-03-12	28,40,40
15 Cleona	302410	Tributary to Mud Creek	79-01-15	28,40,40
15A Hickory Grove	302550	Hickory Creek	79-02-15	28,40,40
17C Sheridan	302670	Hickory Creek	79-03-17	One Truck on Bridge
27H LeClaire	302990	McCarty Creek	79-05-27	22,30,30
28K Princeton	303730	Lost Creek	80-05-28	26,40,40
29D Allens Grove	303331	Mud Creek	80-02-29	28,40,40
29E Cleona	N/A	Big Elkhorn Creek	79-01-29	20,32,38
32C Winfield	303561	Tributary to Mud Creek	80-03-32	28,40,40
32H Princeton	303760	Lost Creek	80-05-32	28,40,40
33H Liberty	303170	Tributary to Mud Creek	80-01-33	24,40,40
34I Liberty	303180	Tributary to Mud Creek	80-01-34	20,30,30

Section 4. That vehicle and load limits are established and that signs be erected advising of the permissible maximum weights on the bridges listed.

Section 5. This resolution shall take effect immediately.

PLANNING & DEVELOPMENT

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



Timothy Huey,
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: July 16, 2019

Re: Federal Emergency Management Agency (FEMA) 90-Day Appeal Period for Proposed Revisions to the Flood Insurance Rate Map (FIRM) for Scott County

On June 28, 2019, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided Scott County with notice that the 90-day appeal period for the revised Flood Insurance Rate Map (FIRM) of Unincorporated Scott County. The proposed flood hazard determinations included in the FIRM, once finalized, will become the basis for the floodplain management measures that Scott County must adopt to remain qualified for participation in the National Flood Insurance Program (NFIP).

On October 5, 2018, FEMA provided Scott County with Preliminary copies of the revised FIRM and Flood Insurance Study (FIS) report for Scott County. FEMA has posted digital copies of these revised FIRM and FIS report materials to the following website: <http://www.fema.gov/preliminaryfloodhazarddata>. The Preliminary revised FIRM and FIS report include proposed flood hazard information for certain locations in the Unincorporated Areas of Scott County, Iowa. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

FEMA has published a notice of the proposed flood hazard determinations in the *Federal Register* and published a public notification concerning the appeal process (explained below) in the *North Scott Press* on July 3, 2019, and July 10, 2019. FEMA also published a separate notice of flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website (www.fema.gov/plan/prevent/fhm/bfe).

The 90-day appeal period started on July 10th and ends on October 8th. During this period any owner or lessee of real property in Scott County who believes his or her property rights will be adversely affected by the proposed FIRM update may appeal to Scott County, through the Planning and Development Department. The sole basis for such appeals is possession of knowledge or technical information indicating that the proposed flood hazard determinations are incorrect. Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) sets the 90-day period of appeals and provides an explicit process of notification and appeals for flood hazard determinations.

This is the fifth iteration of a FEMA FIRM update Scott County has gone through since 1978. Included as enclosures are the Scott County Adopted (Current) Flood Hazard Map, the Scott County Preliminary (Proposed) Flood Hazard Map, an overlay comparison of both maps, one landowner notification letter example, and a copy of the FEMA notice.

The Planning and Development Department with assistance from the GIS Department plan to hold an open house style public informational session to answer questions regarding Flood Insurance Rate Maps (FIRM) and flood insurance requirements. In addition, affected property owners who have been identified will receive a Flood Insurance Rate Map (FIRM) Proposed Changes Map and letter (example included as enclosure). After the appeal process and the Flood Insurance Rate Map (FIRM) is finalized by FEMA, the new map will need to go to the Planning and Zoning Commission for recommendation and then Board of Supervisors for action as a Zoning Amendment to Scott County's Flood Zoning Overlay District.



Federal Emergency Management Agency
Washington, D.C. 20472

June 26, 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
APPEAL START

Mr. Tony Knobbe
Chairman, Scott County Board of Supervisors
600 West 4th Street
Davenport, Iowa 52801

Case No.: 17-07-0052S
Community: Scott County, Iowa
(Unincorporated Areas)
Community No.: 190239

Dear Mr. Knobbe:

On October 5, 2018, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) provided your community with Preliminary copies of the revised Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Scott County, Iowa and Incorporated Areas. FEMA has posted digital copies of these revised FIRM and FIS report materials to the following Website: <http://www.fema.gov/preliminaryfloodhazarddata>. The Preliminary revised FIRM and FIS report include proposed flood hazard information for certain locations in the Unincorporated Areas of Scott County, Iowa. The proposed flood hazard information may include addition or modification of Special Flood Hazard Areas, the areas that would be inundated by the base (1-percent-annual-chance) flood; base flood elevations or depths; zone designations; or regulatory floodways.

We have published a notice of the proposed flood hazard determinations in the *Federal Register* and will publish a public notification concerning the appeal process (explained below) in the *North Scott Press* on or about July 3, 2019, and July 10, 2019. We will also publish a separate notice of the flood hazard determinations on the "Flood Hazard Determinations on the Web" portion of the FEMA Website (www.fema.gov/plan/prevent/fhm/bfe). We have enclosed copies of the notice published in the *Federal Register* and the newspaper notice for your information.

These proposed flood hazard determinations, if finalized, will become the basis for the floodplain management measures that your community must adopt or show evidence of having in effect to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). However, before any new or modified flood hazard information is effective for floodplain management purposes, FEMA will provide community officials and citizens an opportunity to appeal the proposed flood hazard information presented on the Preliminary revised FIRM and FIS report posted to the above-referenced Website.

Section 110 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) is intended to ensure an equitable balancing of all interests involved in the setting of flood hazard determinations. The legislation provides for an explicit process of notification and appeals for your community and for private persons prior to this office making the flood hazard determinations final. The appeal procedure is outlined below for your information and in the enclosed document titled *Criteria for Appeals of Flood Insurance Rate Maps*.

During the 90-day appeal period following the second publication of the public notification in the above-named newspaper, any owner or lessee of real property in your community who believes his or her property rights will be adversely affected by the proposed flood hazard determinations may appeal to you, or to an agency that you publicly designate. It is important to note, however, that the sole basis for such appeals is the possession of knowledge or information indicating that the proposed flood hazard

determinations are scientifically or technically incorrect. The appeal data must be submitted to FEMA during the 90-day appeal period. Only appeals of the proposed flood hazard determinations supported by scientific or technical data can be considered before FEMA makes its final flood hazard determination at the end of the 90-day appeal period. Note that the 90-day appeal period is statutory and cannot be extended. However, FEMA also will consider comments and inquiries regarding data other than the proposed flood hazard determinations (e.g., incorrect street names, typographical errors, omissions) that are submitted during the appeal period, and will incorporate any appropriate changes to the revised FIRM and FIS report before they become effective.

If your community cannot submit scientific or technical data before the end of the 90-day appeal period, you may nevertheless submit data at any time. If warranted, FEMA will revise the FIRM and FIS report after the effective date. This means that the revised FIRM would be issued with the flood hazard information presently indicated, and flood insurance purchase requirements would be enforced accordingly, until such time as a revision could be made.

Any interested party who wishes to appeal should present the data that tend to negate or contradict our findings to you, or to an agency that you publicly delegate, in such form as you may specify. We ask that you review and consolidate any appeal data you may receive and issue a written opinion stating whether the evidence provided is sufficient to justify an official appeal by your community in its own name or on behalf of the interested parties. Whether or not your community decides to appeal, you must send copies of individual appeals and supporting data, if any, to:

FEMA Region VII
Attn: Teri Ann Mayer
11224 Holmes Road
Kansas City, Missouri 64131-3626
(816) 810-1403
Teri.Mayer@fema.dhs.gov

If we do not receive an appeal or other formal comment from your community in its own name within 90 days of the second date of public notification, we will consolidate and review on their own merits such appeal data and comments from individuals that you may forward to us, and we will make such modifications to the proposed flood hazard information presented on the revised FIRM and in the revised FIS report as may be appropriate. If your community decides to appeal in its own name, all individuals' appeal data must be consolidated into one appeal by you, because, in this event, we are required to deal only with the local government as representative of all local interests. We will send our final decision in writing to you, and we will send copies to the community floodplain administrator, each individual appellant, and the State NFIP Coordinator.

All appeal submittals will be resolved by consultation with officials of the local government involved, by an administrative hearing, or by submission of the conflicting data to an independent scientific body or appropriate Federal agency for advice. Use of a Scientific Resolution Panel (SRP) is also available to your community in support of the appeal resolution process when conflicting scientific or technical data are submitted during the appeal period. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. An SRP is an option after FEMA and community officials have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Please refer to the enclosed "Scientific Resolution Panels" fact sheet for additional information on this resource available to your community.

FEMA will make the reports and other information used in making the final determination available for public inspection. Until the conflict of data is resolved and the revised FIRM becomes effective, flood insurance available within your community will continue to be available under the effective NFIP map, and no person shall be denied the right to purchase the applicable level of insurance at chargeable rates.

The decision by your community to appeal, or a copy of its decision not to appeal, should be filed with this office no later than 90 days following the second publication of the flood hazard determination notice in the above-named newspaper. Your community may find it appropriate to call further attention to the proposed flood hazard determinations and to the appeal procedure by using a press release or other public notice.

If warranted by substantive changes, during the appeal period we will send you Revised Preliminary copies of the revised FIRM and FIS report. At the end of the 90-day appeal period and following the resolution of any appeals and comments, we will send you a Letter of Final Determination, which will finalize the flood hazard information presented on the revised FIRM and FIS report and will establish an effective date.

If you have any questions regarding the proposed flood hazard determinations, revised FIRM panels, or revised FIS report for your community, please contact Ms. Teri Ann Mayer by mail at the address listed above, by telephone at (816) 283-7004, or by e-mail at Teri.Mayer@fema.dhs.gov. If you have general questions about mapping issues, please call our FEMA Map Information eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or e-mail our FMIX staff at FEMAMapSpecialist@riskmapcdis.com.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosures:

Newspaper Notice
Proposed Flood Hazard Determinations *Federal Register* Notice
Criteria for Appeals of Flood Insurance Rate Maps
“Scientific Resolution Panels” Fact Sheet

cc: Community Map Repository

Mr. Timothy Huey, Director of Planning and Development, Scott County Iowa
Ms. Teri Ann Mayer, Risk Analysis Acting Branch Chief, FEMA Region VII
Mr. Bill Cappuccio, State NFIP Coordinator
Mr. Scott A. Ralston, P.E., CFM, CTP Program Manager, Iowa Department of Natural Resources
Mr. Jason Schneider, FEMA Region VII RSC

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Proposed Flood Hazard Determinations for Scott County, Iowa and Incorporated Areas

The Department of Homeland Security's Federal Emergency Management Agency has issued a preliminary Flood Insurance Rate Map (FIRM), and where applicable, Flood Insurance Study (FIS) report, reflecting proposed flood hazard determinations within Scott County, Iowa and Incorporated Areas. These flood hazard determinations may include the addition or modification of Base Flood Elevations, base flood depths, Special Flood Hazard Area boundaries or zone designations, or the regulatory floodway. Technical information or comments are solicited on the proposed flood hazard determinations shown on the preliminary FIRM and/or FIS report for Scott County, Iowa and Incorporated Areas. These flood hazard determinations are the basis for the floodplain management measures that your community is required to either adopt or show evidence of being already in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program. However, before these determinations are effective for floodplain management purposes, you will be provided an opportunity to appeal the proposed information. For information on the statutory 90-day period provided for appeals, as well as a complete listing of the communities affected and the locations where copies of the FIRM are available for review, please visit FEMA's website at www.fema.gov/plan/prevent/fhm/bfe, or call the FEMA Map Information eXchange (FMIX) toll free at 1-877-FEMA MAP (1-877-336-2627).

Community	Community map repository address
Unincorporated Areas of Mayes County	Mayes County Courthouse, 1 Court Place, Suite 140, Pryor, OK 74361.
Ottawa County, Oklahoma and Incorporated Areas Docket No.: FEMA-B-1819	
City of Commerce	City Hall, 618 Commerce Street, Commerce, OK 74339.
City of Miami	Civic Center, 129 5th Avenue Northwest, Miami, OK 74355.
Town of Afton	Town Hall, 201 Southwest 1st Street, Afton, OK 74331.
Town of Fairland	City Hall, 28 North Main Street, Fairland, OK 74343.
Town of North Miami	City Hall, 309 Pine Street, North Miami, OK 74358.
Town of Quapaw	City Hall, 410 South Main Street, Quapaw, OK 74363.
Town of Wyandotte	City Hall, 212 South Main Street, Wyandotte, OK 74370.
Unincorporated Areas of Ottawa County	Ottawa County Courthouse Annex, 123 East Central Boulevard, Suite 103, Miami, OK 74354.
Wyandotte Nation	Tribal Administration, 64700 East Highway 60, Wyandotte, OK 74370.

[FR Doc. 2019-10396 Filed 5-17-19; 8:45 am]

BILLING CODE 9110-12-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA-2019-0002; Internal Agency Docket No. FEMA-B-1925]

Proposed Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, DHS.

ACTION: Notice.

SUMMARY: Comments are requested on proposed flood hazard determinations, which may include additions or modifications of any Base Flood Elevation (BFE), base flood depth, Special Flood Hazard Area (SFHA) boundary or zone designation, or regulatory floodway on the Flood Insurance Rate Maps (FIRMs), and where applicable, in the supporting Flood Insurance Study (FIS) reports for the communities listed in the table below. The purpose of this notice is to seek general information and comment regarding the preliminary FIRM, and where applicable, the FIS report that the Federal Emergency Management Agency (FEMA) has provided to the affected communities. The FIRM and FIS report are the basis of the floodplain management measures that the community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP). In addition, the FIRM and FIS report, once effective, will be used by insurance agents and others to calculate appropriate flood insurance premium rates for new buildings and the contents of those buildings.

DATES: Comments are to be submitted on or before August 19, 2019.

ADDRESSES: The Preliminary FIRM, and where applicable, the FIS report for each community are available for inspection at both the online location <https://www.fema.gov/preliminaryfloodhazarddata> and the respective Community Map Repository address listed in the tables below. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

You may submit comments, identified by Docket No. FEMA-B-1925, to Rick Sacibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacibit@fema.dhs.gov.

FOR FURTHER INFORMATION CONTACT: Rick Sacibit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacibit@fema.dhs.gov; or visit the FEMA Map Information eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: FEMA proposes to make flood hazard determinations for each community listed below, in accordance with section 110 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4104, and 44 CFR 67.4(a).

These proposed flood hazard determinations, together with the floodplain management criteria required by 44 CFR 60.3, are the minimum that are required. They should not be construed to mean that the community must change any existing ordinances that are more stringent in their floodplain management requirements.

The community may at any time enact stricter requirements of its own or pursuant to policies established by other Federal, State, or regional entities. These flood hazard determinations are used to meet the floodplain management requirements of the NFIP and are used to calculate the appropriate flood insurance premium rates for new buildings built after the FIRM and FIS report become effective.

The communities affected by the flood hazard determinations are provided in the tables below. Any request for reconsideration of the revised flood hazard information shown on the Preliminary FIRM and FIS report that satisfies the data requirements outlined in 44 CFR 67.6(b) is considered an appeal. Comments unrelated to the flood hazard determinations also will be considered before the FIRM and FIS report become effective.

Use of a Scientific Resolution Panel (SRP) is available to communities in support of the appeal resolution process. SRPs are independent panels of experts in hydrology, hydraulics, and other pertinent sciences established to review conflicting scientific and technical data and provide recommendations for resolution. Use of the SRP only may be exercised after FEMA and local communities have been engaged in a collaborative consultation process for at least 60 days without a mutually acceptable resolution of an appeal. Additional information regarding the SRP process can be found online at https://www.floodsrp.org/pdfs/srp_overview.pdf.

The watersheds and/or communities affected are listed in the tables below. The Preliminary FIRM, and where applicable, FIS report for each community are available for inspection at both the online location <https://www.fema.gov/preliminaryfloodhazarddata> and the respective Community Map Repository address listed in the tables. For communities with multiple

ongoing Preliminary studies, the studies can be identified by the unique project number and Preliminary FIRM date listed in the tables. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

(Catalog of Federal Domestic Assistance No. 97.022, "Flood Insurance.")

Michael M. Grimm,
Assistant Administrator for Risk Management, Department of Homeland Security, Federal Emergency Management Agency.

Community	Community map repository address
Johnson County, Indiana and Incorporated Areas Project: 17-05-0798S Preliminary Date: January 8, 2019	
City of Greenwood	City of Greenwood City Center, Planning Department, 300 South Madison Avenue, Greenwood, IN 46142.
Harrison County, Iowa and Incorporated Areas Project: 17-07-0407S Preliminary Date: January 11, 2019	
City of Dunlap	City Hall, 716 Iowa Avenue, Dunlap, IA 51529.
City of Little Sioux	Harrison County Engineer's Building, 301 North 6th Avenue, Logan, IA 51546.
City of Logan	City Hall, 108 West 4th Street, Logan, IA 51546.
City of Missouri Valley	City Hall, 223 East Erie Street, Missouri Valley, IA 51555.
City of Modale	City Hall, 310 East Palmer Street, Modale, IA 51556.
City of Mondamin	City Hall, 120 South Main Street, Mondamin, IA 51557.
City of Persia	City Hall, 117 Main Street, Persia, IA 51563.
City of Pisgah	Harrison County Engineer's Building, 301 North 6th Avenue, Logan, IA 51546.
City of Woodbine	City Hall, 517 Walker Street, Woodbine, IA 51579.
Unincorporated Areas of Harrison County	Harrison County Engineer's Building, 301 North 6th Avenue, Logan, IA 51546.
Scott County, Iowa and Incorporated Areas Project: 17-07-0052S Preliminary Date: October 5, 2018	
City of Bettendorf	City Hall, 1609 State Street, Bettendorf, IA 52722.
City of Blue Grass	City Hall, 114 North Mississippi Street, Blue Grass, IA 52726.
City of Buffalo	City Hall, 329 Dodge Street, Buffalo, IA 52728.
City of Davenport	City Hall, 226 West 4th Street, Davenport, IA 52801.
City of Dixon	City Hall, 610 Davenport Street, Dixon, IA 52745.
City of Donahue	City Hall, 106 1st Avenue, Donahue, IA 52746.
City of Eldridge	City Hall, 305 North 3rd Street, Eldridge, IA 52748.
City of Le Claire	City Hall, 325 Wisconsin Street, Le Claire, IA 52753.
City of Long Grove	City Hall, 104 South 1st Street, Long Grove, IA 52756.
City of McCausland	City Hall, 305 North Salina Street, McCausland, IA 52758.
City of Panorama Park	City Hall, 120 Short Street, Panorama Park, IA 52722.
City of Princeton	City Hall, 311 3rd Street, Princeton, IA 52768.
City of Riverdale	City Hall, 110 Manor Drive, Riverdale, IA 52722.
City of Walcott	City Hall, 128 West Lincoln Street, Walcott, IA 52773.
Unincorporated Areas of Scott County	Scott County Courthouse, 600 West 4th Street, Davenport, IA 52801.
Reno County, Kansas and Incorporated Areas Project: 10-07-0016S Preliminary Date: March 1, 2019	
City of Hutchinson	City Hall, 125 East Avenue B, Hutchinson, KS 67501.
City of Nickerson	City Hall, 15 North Nickerson Street, Nickerson, KS 67561.
City of South Hutchinson	City Hall, 2 South Main Street, South Hutchinson, KS 67505.
City of Willowbrook	Reno County Courthouse, 206 West 1st Avenue, Hutchinson, KS 67501.
Unincorporated Areas of Reno County	Reno County Courthouse, 206 West 1st Avenue, Hutchinson, KS 67501.
Marshall County, Minnesota and Incorporated Areas Project: 15-05-0583S Preliminary Date: February 28, 2018	
City of Alvarado	City Hall, 155 Marshall Street, Alvarado, MN 56710.
City of Argyle	City Hall, 701 Pacific Avenue, Argyle, MN 56713.
City of Oslo	City Hall, 107 Third Avenue East, Oslo, MN 56744.
Unincorporated Areas of Marshall County	Marshall County Courthouse, 208 East Colvin Avenue, Warren, MN 56762.
Wilkin County, Minnesota and Incorporated Areas Project: 18-05-0006S Preliminary Date: December 28, 2018	
City of Breckenridge	City Hall, 420 Nebraska Avenue, Breckenridge, MN 56520.

Community	Community map repository address
City of Doran Unincorporated Areas of Wilkin County	City Hall, 1106 Fourth Street, Doran, MN 56522. Wilkin County Courthouse, 300 Fifth Street South, Breckenridge, MN 56520.
Richland County, North Dakota and Incorporated Areas Project: 18-05-0006S Preliminary Date: December 28, 2018	
City of Wahpeton	City Hall, 1900 Fourth Street North, Wahpeton, ND 58075.
Township of Center	Board of Center Township, 17915 84th Street Southeast, Wahpeton, ND 58075.
Township of Dwight	Board of Dwight Township, 17660 County Road 10, Wahpeton, ND 58075.
Township of Fairmount	Board of Fairmount Township, 9480 Highway 127, Fairmount, ND 58030.
Township of Summit	Board of Summit Township, 8945 179th Avenue Southeast, Fairmount, ND 58030.
Unincorporated Areas of Richland County	Richland County Courthouse, 418 Second Avenue North, Wahpeton, ND 58075.

[FR Doc. 2019-10393 Filed 5-17-19; 8:45 am]
BILLING CODE 9110-12-P

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

[Docket ID FEMA-2019-0002; Internal Agency Docket No. FEMA-B-1931]

Changes in Flood Hazard Determinations

AGENCY: Federal Emergency Management Agency, DHS.
ACTION: Notice.

SUMMARY: This notice lists communities where the addition or modification of Base Flood Elevations (BFEs), base flood depths, Special Flood Hazard Area (SFHA) boundaries or zone designations, or the regulatory floodway (hereinafter referred to as flood hazard determinations), as shown on the Flood Insurance Rate Maps (FIRMs), and where applicable, in the supporting Flood Insurance Study (FIS) reports, prepared by the Federal Emergency Management Agency (FEMA) for each community, is appropriate because of new scientific or technical data. The FIRM, and where applicable, portions of the FIS report, have been revised to reflect these flood hazard determinations through issuance of a Letter of Map Revision (LOMR), in accordance with Federal Regulations. The LOMR will be used by insurance agents and others to calculate appropriate flood insurance premium rates for new buildings and the contents of those buildings. For rating purposes, the currently effective community number is shown in the table below and must be used for all new policies and renewals.

DATES: These flood hazard determinations will be finalized on the dates listed in the table below and revise the FIRM panels and FIS report in effect prior to this determination for the listed communities.

From the date of the second publication of notification of these changes in a newspaper of local circulation, any person has 90 days in which to request through the community that the Deputy Associate Administrator for Insurance and Mitigation reconsider the changes. The flood hazard determination information may be changed during the 90-day period.

ADDRESSES: The affected communities are listed in the table below. Revised flood hazard information for each community is available for inspection at both the online location and the respective community map repository address listed in the table below. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA Map Service Center at <https://msc.fema.gov> for comparison.

Submit comments and/or appeals to the Chief Executive Officer of the community as listed in the table below.
FOR FURTHER INFORMATION CONTACT: Rick Sacbabit, Chief, Engineering Services Branch, Federal Insurance and Mitigation Administration, FEMA, 400 C Street SW, Washington, DC 20472, (202) 646-7659, or (email) patrick.sacbabit@fema.dhs.gov; or visit the FEMA Map Information eXchange (FMIX) online at https://www.floodmaps.fema.gov/fhm/fmx_main.html.

SUPPLEMENTARY INFORMATION: The specific flood hazard determinations are not described for each community in this notice. However, the online

location and local community map repository address where the flood hazard determination information is available for inspection is provided.

Any request for reconsideration of flood hazard determinations must be submitted to the Chief Executive Officer of the community as listed in the table below.

The modifications are made pursuant to section 201 of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4105, and are in accordance with the National Flood Insurance Act of 1968, 42 U.S.C. 4001 *et seq.*, and with 44 CFR part 65.

The FIRM and FIS report are the basis of the floodplain management measures that the community is required either to adopt or to show evidence of having in effect in order to qualify or remain qualified for participation in the National Flood Insurance Program (NFIP).

These flood hazard determinations, together with the floodplain management criteria required by 44 CFR 60.3, are the minimum that are required. They should not be construed to mean that the community must change any existing ordinances that are more stringent in their floodplain management requirements. The community may at any time enact stricter requirements of its own or pursuant to policies established by other Federal, State, or regional entities. The flood hazard determinations are in accordance with 44 CFR 65.4.

The affected communities are listed in the following table. Flood hazard determination information for each community is available for inspection at both the online location and the respective community map repository address listed in the table below. Additionally, the current effective FIRM and FIS report for each community are accessible online through the FEMA

Criteria for Appeals of Flood Insurance Rate Maps

November 30, 2011



FEMA

This document outlines the criteria for appealing proposed changes in flood hazard information on Flood Insurance Rate Maps (FIRMs) during the appeal period. The Department of Homeland Security's Federal Emergency Management Agency (FEMA) applies rigorous standards in developing and updating flood hazard information and provides communities with an opportunity to review the updated flood hazard information presented on new or revised FIRMs before they become final.

1. Background

The regulatory requirements related to appeals are found in Part 67 of the National Flood Insurance Program (NFIP) regulations. Additional FEMA procedural details are provided in Procedure Memorandum No. 57, *Expanded Appeals Process*, dated November 30, 2011. Detailed information on appeals can also be found in *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps—A Guide for Community Officials* and FEMA's *Document Control Procedures Manual*. All referenced documents are accessible through the "Guidance Documents and Other Published Resources" webpage, located at: http://www.fema.gov/plan/prevent/fhm/frm_docs.shtm.

As outlined in these documents, an appeal period is provided for all new or modified flood hazard information shown on a FIRM, including additions or modifications of any Base (1-percent-annual-chance) Flood Elevation (BFE), base flood depth, Special Flood Hazard Area (SFHA) boundary or zone designation, or regulatory floodway. SFHAs are areas subject to inundation by the base (1-percent-annual-chance) flood and include the following SFHA zone designations: A, AO, AH, A1-A30, AE, A99, AR, AR/A1-A30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-V30, VE, and V. Therefore, a statutory 90-day appeal period is required when a flood study, Physical Map Revision (PMR), or Letter of Map Revision (LOMR) is proposed in which:

- New BFEs or base flood depths are proposed or currently effective BFEs or base flood depths are modified;
- New SFHAs are proposed or the boundaries of currently effective SFHAs are modified;
- New SFHA zone designations are proposed or currently effective SFHA zone designations are modified; and
- New regulatory floodways are proposed or the boundaries of currently effective floodways are modified.

Clarification on the necessity for an appeal period is provided for certain specific circumstances outlined below:

- Edge matching of effective floodplain boundaries or information. This usually occurs in first-time countywide flood mapping projects when effective BFEs, base flood depths,

SFHAs, or floodways are extended to an adjacent community that previously had differing or no BFEs, base flood depths, SFHAs, or floodways shown on their effective FIRM in order to fix a map panel to map panel mismatch. In these instances, **an appeal period is required** because BFEs, base flood depths, SFHAs, or floodways are changing or being shown for the first time in the area.

- Redelineation of effective floodplain boundaries. This occurs when an effective SFHA boundary is redrawn on the FIRM using new or updated topography to more accurately represent the risk of flooding. In these instances **an appeal period is required** because the SFHA boundary is changing. However, the appeal period will only apply to the updated SFHA boundary delineations, not the methodology used to originally establish BFEs/flood depths (since this will not have changed).
- Revisions to SFHA zone designations. A revision to an SFHA zone designation may occur with or without a BFE and/or boundary change. For example, when a Zone VE floodplain is changed to a Zone AE designation to reflect the updated location of a Primary Frontal Dune (PFD), the BFE and SFHA boundary may not necessarily change. For any change in SFHA zone designation, including the *removal* of an SFHA designation from a FIRM, **an appeal period is required.**
- Regulatory floodway boundaries. When the effective floodway boundary is redrawn on the FIRM to more accurately represent the extent of the encroachment, **an appeal period is required.**
- MT-1 cases. When the SFHA or floodway boundary is amended due to the issuance of a Letter of Map Amendment (LOMA), Letter of Map Revision based on Fill (LOMR-F), Letter of Map Revision – Floodway, or other MT-1 case, **an appeal period is not required.**
- Annexation of effective floodplain boundaries. When a new or revised FIRM shows new community boundaries which include effective BFEs, base flood depths, SFHAs, or floodways, **an appeal period is not required**, provided no BFE, base flood depth, SFHA, or floodway changes apply.

However, in cases where the flood hazard information in the annexed area has never received due process (for example, if the area is shown for information only on all FIRMs depicting the area), **an appeal period is required.**

- Reissuance of effective LOMRs: When a LOMR is reissued after not being incorporated into a revised FIRM, **an appeal period is not required.**

- Updates that do not impact flood hazard data: When flood studies, PMRs, or LOMRs result in changes to FIRMs that do not impact BFEs, base flood depths, SFHAs, or floodways, an appeal period is not required.
- Datum Conversions: An appeal period is not required specifically for a datum conversion (e.g., a conversion from NGVD 29 to NAVD 88).

1.1. Additional Procedures for LOMRs

Beginning with LOMRs issued on or after December 1, 2011, the following procedures will apply:

In order to provide sufficient due process rights for changes due to LOMRs, any LOMR in a compliant community that requires an appeal period will become effective 120 days from the second newspaper publication date, following FEMA's current policy. This allows time to collect appeals, as well as provides for newspaper publication schedule conflicts. LOMRs in non-compliant communities or in communities that require adoption of the LOMR will become effective following the six month compliance period.

Evidence of public notice or property owner notification of the changes due to a LOMR will continue to be requested during the review of the LOMR request. This will help to ensure that the affected population is aware of the flood hazard changes in the area and the resultant LOMR. However, evidence of property owner acceptance of the changes due to a LOMR will no longer be requested. Because all LOMRs that require an appeal period will become effective 120 days from the second newspaper publication date, the receipt of such acceptance will have no effect on the effective date of the LOMR; therefore, there is no need for the requester to pursue acceptance.

2. Appeal Eligibility Requirements

Areas that are eligible for appeal include:

- Areas showing new or revised BFEs or base flood depths
- Areas showing new or revised SFHA boundaries (including both increases and decreases in the extent of the SFHA)
- Areas where there is a change in SFHA zone designation
- Areas showing new or revised regulatory floodway boundaries (including both increases and decreases in the extent of the regulatory floodway).

The area of concern must be within the scope of the new or modified BFEs, base flood depths, SFHA boundaries, SFHA zone designations, and/or regulatory floodway boundary changes and

be supported by scientific and/or technical data. The criteria for data submittals are outlined in Title 44, Chapter 1, Code of Federal Regulations, Section 67.6(b) and in this document.

The statutory 90-day appeal period cannot be extended. FEMA may provide an additional 30 days for a community after the 90-day appeal period has ended to submit supporting and clarifying data for an appeal received during the appeal period. No appeals will be accepted after the 90-day appeal period.

Challenges that do not relate to new or modified BFEs, base flood depths, SFHA boundaries, SFHA zone designations, or floodways are not considered appeals. Challenges received by FEMA during the appeal period that do not address these items will be considered comments. Comments include, but are not limited to the following:

- The impacts of changes that have occurred in the floodplain that should have previously been submitted to FEMA in accordance with 44 Code of Federal Regulations, Section 65.3;
- Corporate limit revisions;
- Road name errors and revisions;
- Requests that changes effected by a LOMA, LOMR-F, or LOMR be incorporated;
- Base map errors; and
- Other possible omissions or potential improvements to the mapping.

Any significant problems identified by community officials or residents (at formal meetings or otherwise) will be addressed appropriately.

3. Supporting Data and Documentation Required for Appeals

The BFEs and base flood depths presented in Flood Insurance Study (FIS) reports and shown on FIRMs are typically the result of coastal, hydrologic and hydraulic engineering methodologies. Floodway configurations, generally developed as part of the hydraulic analyses, are adopted by communities as a regulatory tool for floodplain management and are delineated on FIRMs along with SFHAs.

Because numerous methodologies have been developed for estimating flood discharges and flood elevations/depths, and other flood hazard information under a variety of conditions, FEMA contractors, mapping partners, and others whose data and documentation FEMA approves and uses, such as communities, regional entities and State agencies participating in the Cooperating Technical Partners (CTP) Program, use their professional judgment in selecting methodologies that are appropriate for the conditions along a particular segment of a particular flooding source.

For FEMA contracted flood studies and PMRs the approach to be used will usually be discussed with community officials at the beginning of the flood study or PMR mapping process.

Because the methodologies are the result of attempts to reduce complex physical processes to mathematical models, the methodologies include simplifying assumptions. Usually, the methodologies are used with data developed specifically for the flood study, PMR, or LOMR. Therefore, the results of the methodologies are affected by the amount of data collected and the precision of any measurements made.

Because of the judgments and assumptions that must be made and the limits imposed by cost considerations, the correctness of the BFEs, base flood depths and other flood hazard information is often a matter of degree, rather than absolute. For that reason, appellants who contend that the BFEs, base flood depths, or other flood hazard information is incorrect because better methodologies could have been used, better assumptions could have been made, or better data could have been used, must provide alternative analyses that incorporate such methodologies, assumptions, or data and that quantify their effect on the BFEs, base flood depths or other flood hazard information. FEMA will review the alternative analyses and determine whether they are superior to those used for the flood study, PMR, or LOMR and whether changes to the FIS report and/or FIRM, or LOMR are warranted as a result.

Unless appeals are based on indisputable mathematical or measurement errors or the effects of natural physical changes that have occurred in the floodplain, they must be accompanied by all data that FEMA needs to revise the preliminary version of the FIS report and FIRMs. Therefore, appellants should be prepared to perform coastal, hydrologic and hydraulic analyses, to plot new and/or revised Flood Profiles, and to delineate revised SFHA zone and regulatory floodway boundaries as necessary.

An appeal must be based on data that show the new or modified BFEs, base flood depths, SFHA boundaries, SFHA zone designations, or floodways to be scientifically or technically incorrect. All analyses and data submitted by appellants must be certified by a Registered Professional Engineer or Licensed Land Surveyor, as appropriate. The data and documentation that must be submitted in support of the various types of appeals are discussed in the subsections that follow.

3.1. Appealing BFEs, Base Flood Depths, SFHA Zone Designations, or Regulatory Floodways

Scientifically incorrect BFEs, base flood depths, SFHA zone designations, or regulatory floodways:

Proposed BFEs, base flood depths, SFHA zone designations, or regulatory floodways are said to be scientifically incorrect if the methodology used in the determination of the BFEs,

base flood depths, SFHA zone designations, or regulatory floodways is inappropriate or incorrect, or if the assumptions made as part of the methodology are inappropriate or incorrect. An appeal that is based on the proposed BFEs, base flood depths, SFHA zone designations, or regulatory floodways being scientifically incorrect would, therefore, contend that the use of a different methodology or different assumptions would produce more accurate results. A list of National Flood Insurance Program-accepted hydrologic, hydraulic and coastal models is available on FEMA's website at http://www.fema.gov/plan/prevent/fhm/en_modl.shtm. To show that an inappropriate or incorrect coastal, hydraulic or hydrologic methodology has been used, an appellant must submit the following data, as applicable:

- New hydrologic analysis based on alternative methodology and if applicable, updated hydraulic/floodway or coastal analyses based on the updated discharge values;
- New hydraulic/floodway analysis based on alternative methodology and original flood discharge values (if the appeal does not involve the hydrologic analysis);
- New coastal analyses based on alternative methodology and original stillwater elevations (if the appeal does not involve the hydrologic analysis);
- Explanation for superiority of alternative methodology;
- As applicable, revised Summary of Discharges Table, Flood Profiles, Transect Data Table, Summary of Stillwater Elevations Table, and Floodway Data Table (FDT); and
- Revised SFHA zone boundaries and, if applicable, regulatory floodway boundary delineations.

Technically Incorrect BFEs, Base Flood Depths, SFHA Zone Designations, or Regulatory Floodways:

The proposed BFEs, base flood depths, SFHA zone designation or regulatory floodways are said to be technically incorrect if at least one of the following is true.

- **The methodology was not applied correctly.**
 - To show that a hydrologic methodology was not applied correctly, an appellant must submit the following:
 - New hydrologic analysis in which the original methodology has been applied differently;
 - Explanation for superiority of new application;
 - New hydraulic/floodway or coastal analysis based on flood discharge values from new hydrologic analysis;

- Revised Summary of Discharges Table and/or Flood Profiles and, if applicable, FDT; and
 - Revised SFHA zone boundary and, if applicable, regulatory floodway boundary delineations.
 - To show that a hydraulic methodology was not applied correctly, an appellant must submit the following information. *(Please note that an appeal to a floodway configuration cannot be solely based on surcharge values.)*
 - New hydraulic/floodway analysis, based on original flood discharge values, in which the original methodology has been applied differently;
 - As applicable, revised Flood Profiles, FDT and other FIS report tables as needed; and
 - Revised SFHA zone boundary and, if applicable, regulatory floodway boundary delineations.
 - To show that a coastal methodology was not applied correctly, an appellant must submit the following:
 - New coastal analysis, based on the original stillwater elevations, in which the original methodology has been applied differently;
 - Revised SFHA zone boundary and, all applicable FIS report tables, including the Transect Data Table.
- **The methodology was based on insufficient or poor-quality data.**
 - To show that insufficient or poor-quality hydrologic data were used, an appellant must submit the following:
 - Data believed to be better than those used in original hydrologic analysis;
 - Documentation for source of data;
 - Explanation for improvement resulting from use of new data;
 - New hydrologic analysis based on better data;
 - New hydraulic/floodway or coastal analysis based on flood discharge values resulting from new hydrologic analysis;
 - Revised Summary of Discharges Table, Flood Profiles and, if applicable, FDT; and
 - Revised SFHA zone boundary and, if applicable, regulatory floodway boundary delineations.
 - To show that insufficient or poor-quality hydraulic data were used, an appellant must submit the following:

- Data believed to be better than those used in original hydraulic analysis;
 - Documentation for source of new data;
 - Explanation for improvement resulting from use of new data;
 - New hydraulic analysis based on better data and original flood discharge values;
 - Revised Flood Profiles and, if applicable, FDT; and
 - Revised SFHA zone boundary and, if applicable, regulatory floodway boundary delineations.
 - To show that insufficient or poor-quality coastal analysis data were used, an appellant must submit the following:
 - Data believed to be better than those used in original coastal analysis;
 - Documentation for source of new data;
 - Explanation for improvement resulting from use of new data;
 - New coastal analysis based on better data and original stillwater elevation values; and
 - Revised SFHA zone boundary and, all applicable FIS report tables, including the Transect Data Table.
- **The application of the methodology included indisputable mathematical or measurement errors.**
 - To show that a mathematical error was made, an appellant must identify the error. FEMA will perform any required calculations and make the necessary changes to the FIS report and FIRM.
 - To show that a measurement error (e.g., an incorrect surveyed elevation used in the flood study, PMR, or LOMR) was made, appellants must identify the error and provide the correct measurement. Any new survey data provided must be certified by a Registered Professional Engineer or Licensed Land Surveyor. FEMA will perform any required calculations and make the necessary changes to the FIS report and FIRM.
- **The methodology did not account for the effects of natural physical changes that have occurred in the floodplain.**
 - For appeals based on the effects of natural physical changes that have occurred in the base floodplain, appellants must identify the changes that have occurred and provide the data FEMA needs to perform a revised analysis. The data may include new stream channel and floodplain cross sections or coastal transects.

3.2. Appeals to SFHA Boundaries

The supporting data required for changes to SFHA zone boundaries will vary, depending on whether the boundaries are for flooding sources studied by detailed methods or flooding sources studied by approximate methods, as discussed below.

Flooding sources studied by detailed methods

Usually, detailed SFHA zone boundaries are delineated using topographic data and the BFEs and base flood depths resulting from the hydraulic analysis performed for the flood study, PMR, or LOMR. If topographic data are more detailed than those used by FEMA or show more recent topographic conditions, appellants should submit that data and the revised SFHA zone boundaries for FEMA to incorporate into the affected map panels. All maps and other supporting data submitted must be certified by a Registered Professional Engineer or a Licensed Land Surveyor and must reflect existing conditions. Maps or data prepared by an authoritative source, such as the U.S. Army Corps of Engineers, U.S. Geological Survey, U.S. Bureau of Reclamation, or a State department of highways and transportation, are acceptable without certification as long as the sources and dates of the maps are identified. For further information on submittals involving topographic data, please refer to the section below *Additional Guidance on Appeal Submittals Involving Topographic Data*.

Flooding Sources Studied by Approximate Methods

Usually, where BFEs or base flood depths are not available, flood zone boundaries are delineated with the best available data, including flood maps published by other Federal agencies, information on past floods, and simplified hydrologic and hydraulic analyses. If more detailed data or analyses are submitted, FEMA will use them to update the flood hazard information shown on the affected map panels. Such data and analyses may include the following:

- Published flood maps that are more recent or more detailed than those used by FEMA;
- Analyses that are more detailed than those performed by FEMA or that are based on more detailed data than those used by FEMA;
- Topographic data and resulting updated SFHA boundaries.

For further information on submittals involving topographic data, please refer to the section below *Additional Guidance on Appeal Submittals Involving Topographic Data*.

Please note that, when applicable, appeals related to the *methodology* used to develop an approximate flood zone boundary must follow the guidelines established for appeals to BFEs, base flood depths, SFHA zone designations, or regulatory floodways under Section 3.1 above. However, since flood profiles, FDTs, Summary of Discharges Tables, Transect

Data Tables, and Summary of Stillwater Elevations Tables are not developed in support of approximate floodplain boundaries, these data will not need to be submitted for appeals to flooding sources studied by approximate methods.

All submitted data and analyses must be certified by a Registered Professional Engineer or a Licensed Land Surveyor. Maps prepared by an authoritative source, such as the U.S. Army Corps of Engineers, U.S. Geological Survey, U.S. Bureau of Reclamation, or a State department of highways and transportation, are acceptable without certification as long as the sources and dates of the maps are identified.

Additional Guidance on Appeal Submittals Involving Topographic Data

For appeal submittals that involve topographic data, the following additional guidelines must be followed:

- The data must be more detailed/accurate, and/or reflect more recent topographic conditions, and be in a digital Geographic Information System (GIS) format preferably;
- The appeal submittal must clearly state which flooding sources are being appealed based on the updated topographic data;
- Updated SFHA boundary delineations that reflect the submitted topographic data for each appealed flooding source must also be provided, preferably in digital GIS format;
- All topographic data submitted must adhere to FEMA's current data capture standards for such data;
- If necessary, a data sharing agreement must be provided.

4. Appeal Period Procedures

Appeals and comments must be resolved by following the procedures below:

- Acknowledgement by FEMA of the receipt of an appeal in writing, ensuring that acknowledged appeals include ALL of the criteria discussed above.
- Acknowledge the receipt of comments. This can be done either in writing, by FEMA, or through a documented phone conversation between the mapping partner and the community that submitted the comments. At a minimum FEMA must notify the community in writing that it did not receive any appeals. This can be done by separate correspondence or by the inclusion of language in the Letter of Final Determination (LFD).

- FEMA or the mapping partner will evaluate any scientific or technical data submitted for compliance with existing mapping statuses, regulations, or Guidelines and Standards.
- FEMA or the mapping partner will request any additional scientific or technical data required to properly review the appeal or comment.
- FEMA or the mapping partner will make a recommendation to FEMA on the resolution of the appeal or comment.
- FEMA or the mapping partner will prepare a draft appeal resolution letter (if all the criteria for an appeal are met).
- The assigned mapping partner shall dispatch the signed FEMA appeal resolution letter and if warranted, Revised Preliminary copies of the FIRM and FIS report to the community CEO and floodplain administrator and all appellants. All correspondence must be prepared and issued on FEMA Headquarters or FEMA Regional letterhead.
- FEMA provides a comment period of 30 days following the date the appeal or comment resolution letter is issued. Any comments received during the 30 day comment period must be addressed and resolved before proceeding with the LFD. Extensions to this 30 day period can only be granted with FEMA Headquarters approval.

5. General Technical Guidance

Detailed guidance on the supporting documentation that must be submitted in support of an appeal can be found in *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps—A Guide for Community Officials*.

Unless appeals are based on the use of alternative models or methodologies, the hydrologic and hydraulic analyses that appellants submit must be performed with the models used for the flood study, PMR, or LOMR. Generally, when appellants are required to submit hydrologic or hydraulic analyses, those analyses must be performed for the same recurrence interval floods as those performed for the flood study, PMR, or LOMR. The vertical datum used in any data submitted must match the datum used in the preliminary FIS report and FIRM. Further, SFHA boundaries are to be shown on a topographic map (preferably, in digital form) whose scale and contour interval are sufficient to provide reasonable accuracy.

New flooding information cannot be added to a FIRM in such a way as to create mismatches with the flooding information shown for unrevised areas. Therefore, in performing new analyses and developing revised flooding information, appellants must tie the new BFEs, base flood

depths, SFHA boundaries, SFHA zone designations, and/or regulatory floodway boundaries into those shown on the maps for areas not affected by the appeal.

All analyses and data submitted by appellants, including those that show mathematical or measurement errors must be certified by a Registered Professional Engineer or Licensed Land Surveyor, as appropriate.

6. Scientific Resolution Panel (SRP)

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on FIRMs is built collaboratively using the best science available.

When changes to the FIRMs are met with conflicting technical and scientific data, an independent third party review of the information may be needed to ensure the FIRMs are updated correctly. The SRP serves as the independent third party. To be eligible for an SRP, an appeal must include supporting information or data to substantiate that the BFEs, base flood depths, SFHA boundaries, SFHA zone designations, or floodways proposed by FEMA are scientifically or technically incorrect. An SRP request is an option only after FEMA and a local community have been engaged in a collaborative consultation process for at least 60 days without a mutually-acceptable resolution of an appeal.

OVERVIEW

SCIENTIFIC RESOLUTION PANELS

The Federal Emergency Management Agency (FEMA), through its flood hazard mapping program, Risk MAP (Risk Mapping, Assessment, and Planning), identifies flood hazards, assesses flood risks, and partners with states, tribes and local communities to provide accurate flood hazard and risk data to guide them in taking effective mitigation actions. The resulting National Flood Insurance Program (NFIP) maps provide the basis for community floodplain management regulations and flood insurance requirements.

What is a Scientific Resolution Panel?

FEMA's Scientific Resolution Panel (SRP) process reinforces FEMA's commitment to work with communities to ensure the flood hazard data depicted on Flood Insurance Rate Maps (FIRMs) are developed collaboratively, using the best science available.

Flood hazards are constantly changing, and FEMA updates FIRMs through several methods to reflect those changes. When proposed changes to a FIRM are met with conflicting technical and/or scientific data during a regulatory appeal period, an independent third-party review of the information may be appropriate. An SRP serves as an independent third party.

The SRP process benefits both FEMA and the community:

- ▶ It offers a neutral review process by independent third parties.
- ▶ It confirms FEMA's commitment to using the best science for the purpose of accurately depicting flood hazards on flood maps.
- ▶ It provides an additional opportunity for resolving community appeals involving conflicting technical and/or scientific data.

While FEMA had previously established an SRP process, the Biggert-Waters Flood Insurance Reform Act of 2012 formally established a statutory SRP process. The *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*, which incorporates the legislative requirements for the SRP, is available at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

For Additional Information

For more information on appeals, see the FEMA document *Appeals, Revisions, and Amendments to National Flood Insurance Program Maps: A Guide for Community Officials* at www.fema.gov/media-library/assets/documents/17930

Part 67 of the NFIP regulations, which pertains to appeals, is available at <http://www.fema.gov/guidance-documents-other-published-resources>

FEMA's Guidelines and Standards for Flood Risk Analysis and Mapping webpage includes the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping*: www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping

Templates and Other Resources: www.fema.gov/media-library/assets/documents/32786?id=7577

Other Important Links:

- NIBS Scientific Review Panel website: www.floodsrp.org/
- Risk MAP: www.fema.gov/risk-mapping-assessment-and-planning-risk-map
- Information on Recent and Upcoming Map Changes: www.fema.gov/status-map-change-requests
- Flood Insurance: www.floodsmart.gov

RISK MAPPING, ASSESSMENT, AND PLANNING PROGRAM (RISK MAP)

The Federal Emergency Management Agency's Risk MAP Program delivers quality data that increases public awareness and leads to a better understanding of risk and property. Risk MAP is a nationwide program that works in collaboration with state, tribal, and local communities using best available science, FEMA's updated standards, and expert analyses to identify, risk and promote mitigation actions, resulting in safer, more resilient communities.

Who Can Request an SRP?

A community, tribe, or other political entity with the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction can request that FEMA use an SRP when conflicting technical and/or scientific data have been presented. For additional information, review the *Appeal and Comment Processing Guidance for Flood Risk Analysis and Mapping* at www.fema.gov/guidelines-and-standards-flood-risk-analysis-and-mapping.

When Can Communities Request an SRP?

A community can request an SRP if the following requirements have been met:

- ▶ It has not yet received a Letter of Final Determination (LFD) from FEMA.
- ▶ Conflicting technical and/or scientific data, submitted during the 90-day appeal period, resulted in different flood hazards than those proposed by FEMA.
- ▶ At least 60 days of community consultation with FEMA (but no more than 120 days) have taken place.

Additionally, a community that receives a FEMA-issued resolution letter and has not previously exercised the SRP process will have 30 days from the issuance of the letter to request an SRP.

Independent Panel Sponsor

The SRP process is managed by the National Institute for Building Sciences (NIBS), a non-profit organization independent of FEMA. NIBS will administer the SRPs, ensuring that proper guidelines and procedures are employed and maintaining a cadre of experts from which panel members are selected.

Panel Member Selection

Five panelists are convened for each appeal brought to the SRP request. Panel members are technical experts in surface water hydrology, hydraulics, coastal engineering, and other engineering and scientific fields that relate to the creation of FIRMs and Flood Insurance Studies (FIS) throughout the United States.

Based on the technical challenges associated with each request, NIBS develops a list of potential members with relevant expertise, from its cadre of experts. NIBS also checks that those listed are available to serve, do not reside in the state from which the appeal or data were filed, and have no personal or professional interest in its findings for the flood risk project.

NIBS provides the list to the community and FEMA to select the panel members. The community selects at least the simple majority (three), and FEMA selects the remaining panel members from the short list of cadre members, based on the technical challenges of the appeal or data submittal.

The Process

To request a review by an SRP, the community's Chief Executive Officer or designee completes an SRP Request Form and submits it to FEMA during the time periods outlined above. Once FEMA confirms that the situation and the conflicting technical and/or scientific data are eligible for an SRP, it forwards the SRP Request Form to NIBS, which will initiate the panel selection process and develop a list of potential members.

Once the panel is convened, panel members are provided with a summary of the issue, FEMA's data, and the data the community submitted during the 90-day appeal period. Panel members review the data and, on a point-by-point basis, deliberate and make a decision based on the scientific and/or technical challenges.

If the community feels it is necessary to make an oral presentation in support of its request, it must include a justification on the SRP Request Form.

Resolution

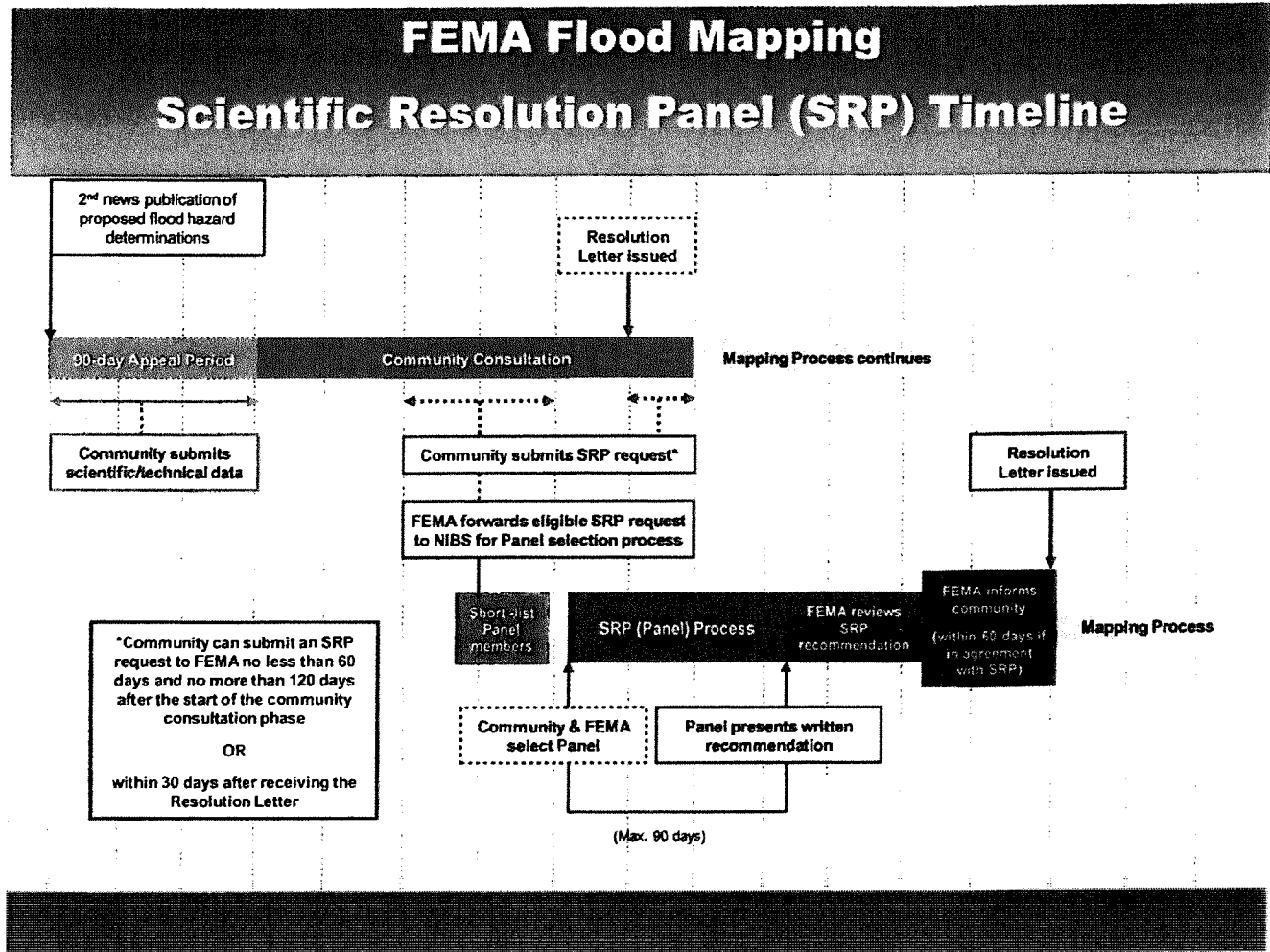
The panel must present its written report to the community and FEMA within 90 days of being convened, and that report will be used by the FEMA Administrator for making the final determination. A panel determination must be in favor of either FEMA or the community on each distinct element of the dispute, and the panel may not offer any alternative determination as a resolution. In the case of a dispute submitted by the community on behalf of an owner or lessee of real property in the community, the panel determination must be in favor of either FEMA, the community, or the owner/lessee on each distinct element of the dispute.

If changes to the maps are recommended in the panel's determination, and FEMA elects to implement the panel's determination, FEMA will incorporate the changes into a revised Preliminary FIRM and, if appropriate, FIS report. The revised products will be available to the community for review, with a resolution letter, before FEMA issues an LFD.

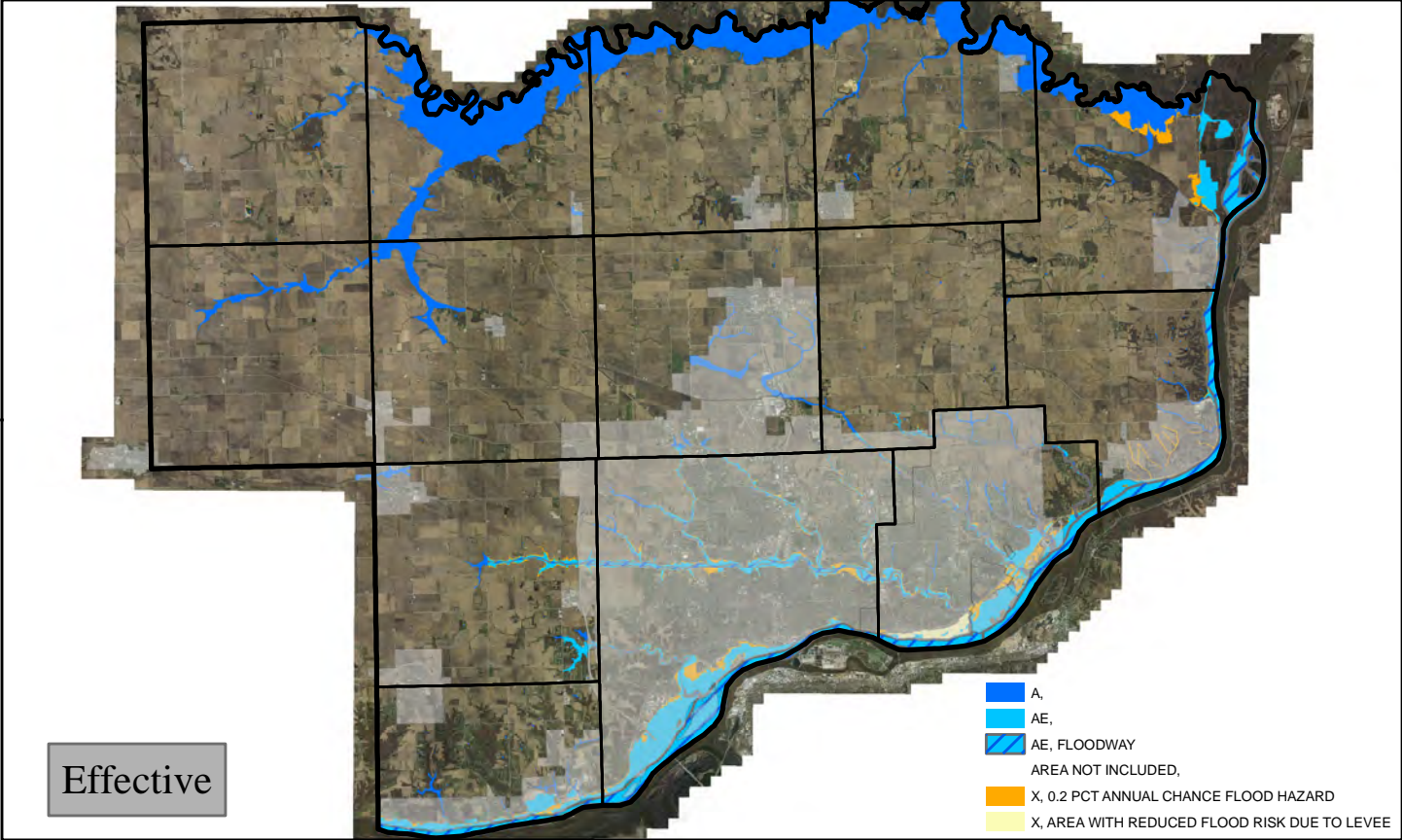
Once the SRP provides its determination and FEMA issues its resolution letter to implement the recommendations, the SRP recommendations are binding on all appellants and not subject to judicial review.

If the FEMA Administrator elects not to accept the panel's findings, the Administrator will issue a written justification within 60 days of receiving the report from the SRP. Under these circumstances, the appellants maintain their right to appeal FEMA's final determination to the appropriate Federal District Court.

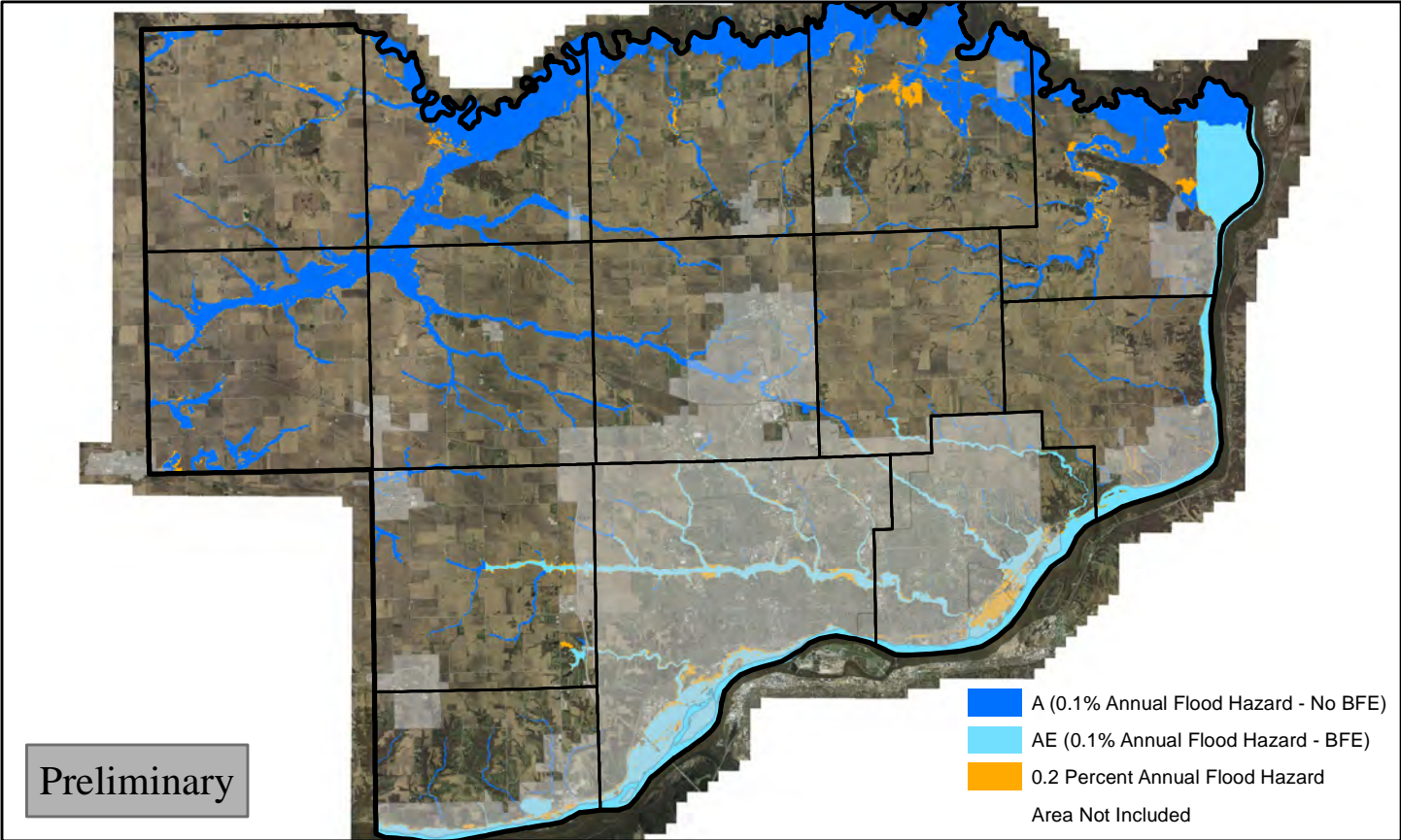
Figure 1: SRP Timeline



Preliminary vs Effective Flood Insurance Rate Map

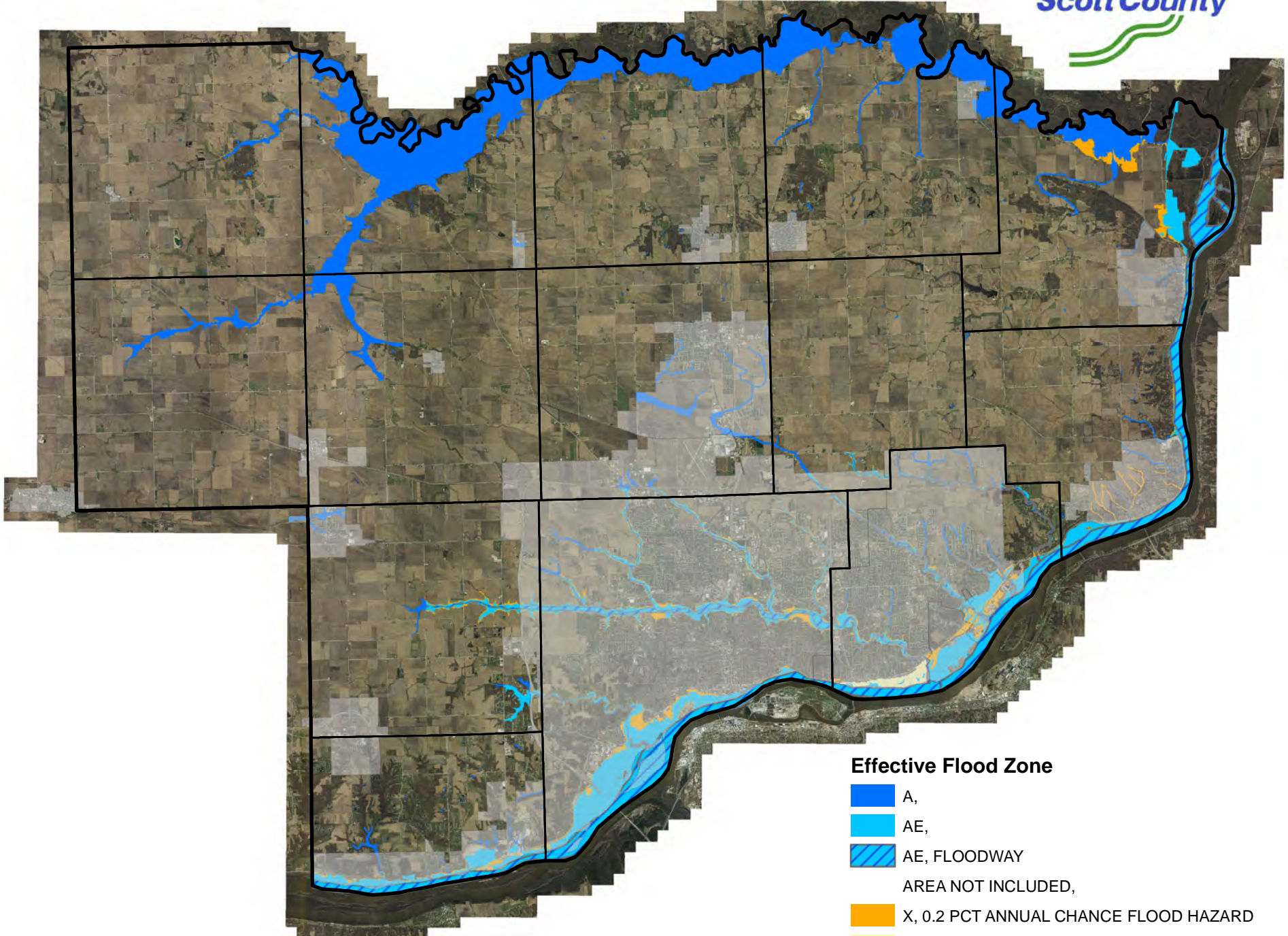


Effective









Preliminary

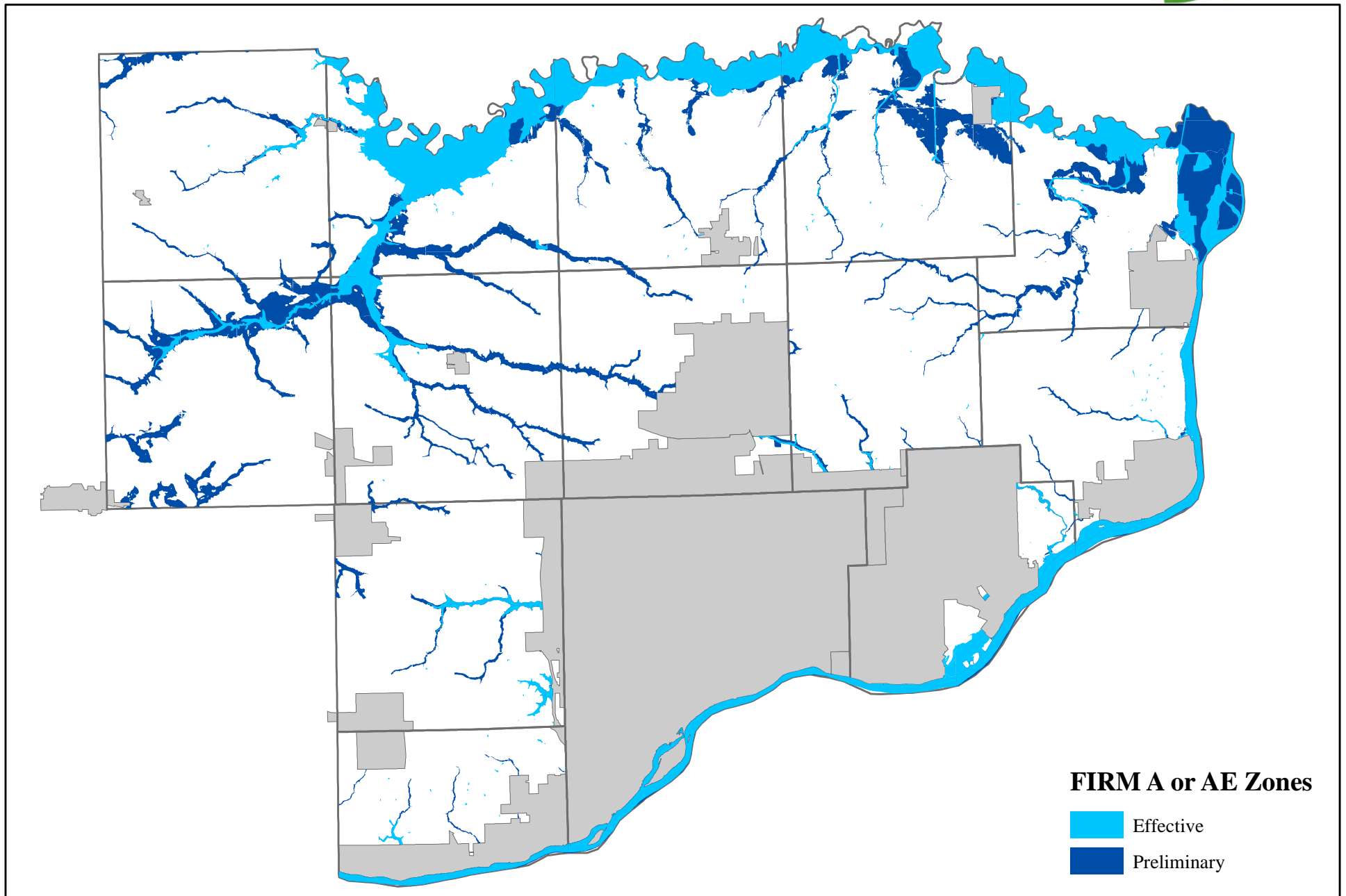
Effective Flood Insurance Rate Map



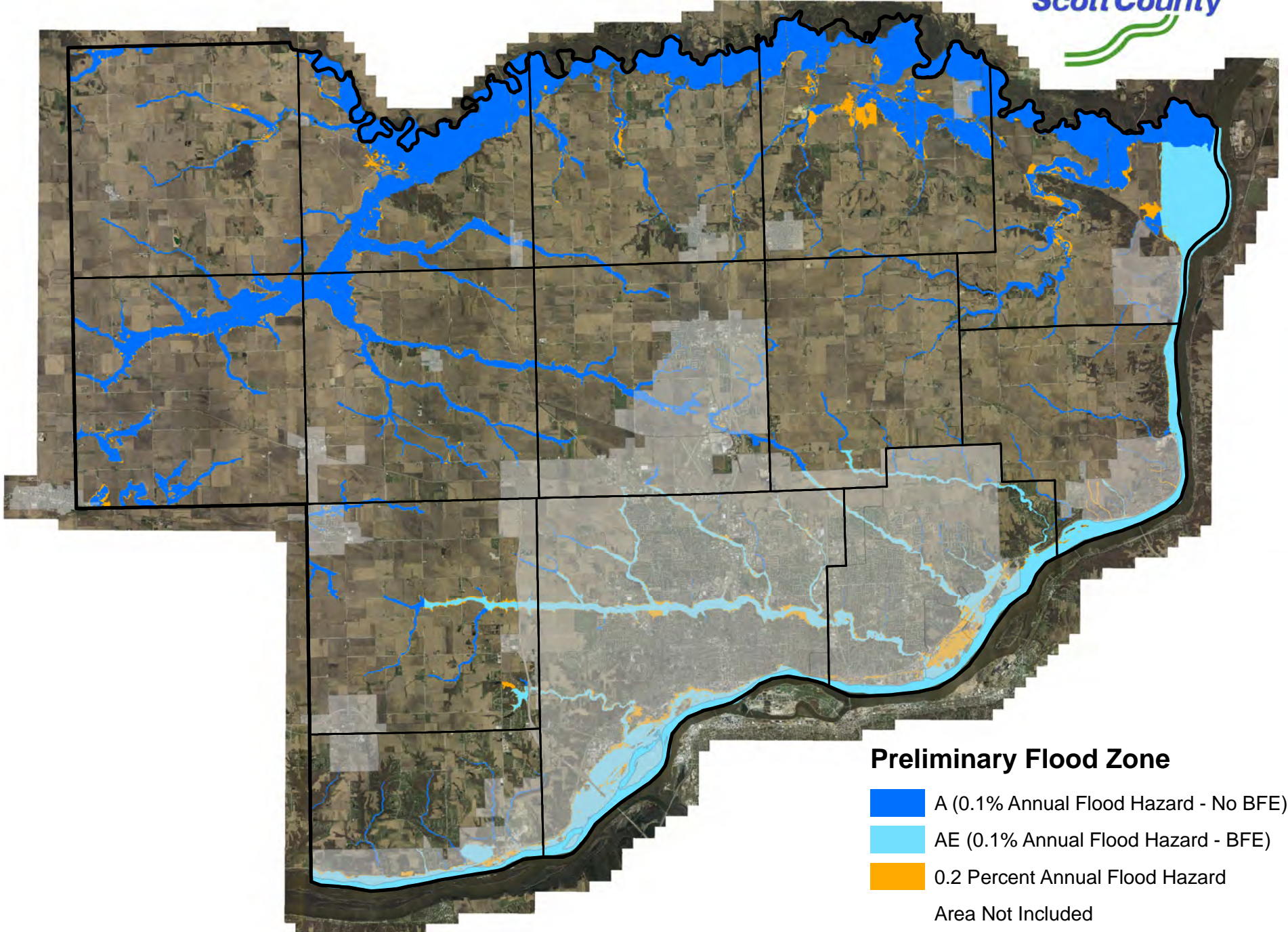
Effective Flood Zone

-  A,
-  AE,
-  AE, FLOODWAY
-  AREA NOT INCLUDED,
-  X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
-  X, AREA WITH REDUCED FLOOD RISK DUE TO LEVEE

Flood Insurance Rate Map Changes



Preliminary Flood Insurance Rate Map



HUMAN RESOURCES DEPARTMENT
600 W. 4TH Street
Davenport, IA 52801

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



Date: July 16, 2019

To: Mahesh Sharma, County Administrator

From: Mary J. Thee, Human Resources Director/Asst. County Administrator

Subject: LTD Insurance Recommendation

In 2009 the County joined a consortium for bidding our life and long term disability (LTD) coverage. The consortium has allowed us to receive deeper discounts on our coverages. Our LTD coverage expires September 1, 2019. Our broker, National Insurance Services has again bid our LTD coverage. They are recommending a three year agreement with Madison National Life at a minor rate decrease of .001%, but locking the rate in for three years.

Cc: David Farmer, Budget & Administrative Services Director
Andrea Ahmann, Benefits Specialist

July 9, 2019

Mary Thee
 Human Resources Director
 Scott County Iowa
 600 W 4th Street
 Davenport, IA 52801

RE: Long-Term Disability Insurance Renewal

Dear Mary:

Scott County's Long-Term Disability Insurance policy renews on September 1, 2019. I am pleased to inform you that Madison National Life Insurance Company, Inc. has offered a rate decrease. Your current and renewal rates are below:

Current Rate	Renewal Rate as of September 1, 2019
.233% (.00233) of covered payroll	.222% (.00222) of covered payroll

The renewal rate is guaranteed for 3 years until September 1, 2022.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf. Please sign below as your acceptance of this renewal.

Sincerely,



Megan McKown
 Account Representative

cc: Tim Kearns

The September 1, 2019 renewal of Group Long-Term Disability Insurance as outlined above is accepted.

 Signature & Title

 Date

Corporate Headquarters
 250 South Executive Drive
 Suite 300
 Brookfield, WI 53005

Indiana Office
 9100 Meridian Square
 50 East 91st Street
 Suite 315
 Indianapolis, IN 46240

Michigan Offices
 310 East Michigan Avenue
 Suite 503
 Kalamazoo, MI 49007

43120 Utica Road
 Suite 400
 Sterling Heights, MI 48314

120 East Liberty
 Suite 220
 Ann Arbor, MI 48104

Minnesota Office
 14852 Scenic Heights Road
 Suite 210
 Eden Prairie, MN 55344

Nebraska Office
 9202 West Dodge Road
 Suite 302
 Omaha, NE 68114

Pennsylvania Office
 375 Southpointe Blvd
 Suite 220
 Canonsburg, PA 15317

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

July 25, 2019

APPROVAL OF THREE YEAR AGREEMENT WITH MADISON NATIONAL LIFE FOR
LONG TERM DISABILITY INSURANCE COVERAGE

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

Section 1. That the proposal from Madison National Life for three year long term disability insurance coverage for staff is hereby accepted and approved.

Section 2. That the Human Resources Director is hereby authorized to sign the life insurance contracts for services on behalf of the Board.

Section 3. This resolution shall take effect immediately.

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

July 25, 2019

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Hope Hammitt for the position of Deputy Sheriff in the Sheriff's Office at the entry level rate.

Section 2. The hiring of Brent Kilburg for the position of Deputy Sheriff in the Sheriff's Office at the entry level rate.

Section 3. The hiring of Alex Gries for the position of Deputy Sheriff in the Sheriff's Office at the entry level rate.

Section 4. The hiring of Michael Salter for the position of Sex Offender Registry Specialist in the Sheriff's Office at the entry level rate.

TIM LANE
Scott County Sheriff

Item #7
7/23/19

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: July 25, 2019

Memo To: Board of Supervisors

From: Sheriff Lane

REF: Temporary Increase of 2.0 FTE Bailiffs for Administrative Building Security

Due to the increased number of adult and juvenile transports, the bailiffs have been unable to staff the Administrative Center at the current rate of 12.4 FTE. There have been several incidents in the Administrative building recently which have required security. The Sheriff's Office would like to request a temporary overfill of 2.0 FTE, which has been determined to be necessary to staff a shortage of bailiffs making it possible to provide the necessary security for the courts and the Administrative Center. Bailiffs are currently being supplemented by deputy sheriffs to provide the needed security to the courthouse and courtrooms which is the reason for the 2.0 FTE request.

2.0 FTE would be covered by two full time employees with benefits of which we have a current list of applicants for. There is no request for a budget change as a result of this request. The cost is to be absorbed by the Sheriff's Office salary budget as a whole. The Sheriff's Office typically underspends the salary budget each year due to turnover and unfilled positions. In FY18 the Sheriff's Office underspent the salary budget by over \$293,000 and in FY19 it was over \$238,000 with both years having positions overfilled. In FY19 there was a temporary overfill of the bailiff position during the elevator project.

Thank you.

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

July 25, 2019

APPROVAL OF THE TEMPORARY INCREASE OF 2.0 FTE BAILIFFS FOR
ADMINISTRATIVE BUILDING SECURITY IN THE SHERIFF'S OFFICE.

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

Section 1. That the Board hereby approves the temporary increase of 2.0 FTE
bailiffs for security in the Administrative Building.

Section 2. This resolution shall take effect immediately.

TIM LANE
Scott County Sheriff

Item #8
7/23/19

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: July 25, 2019

Memo To: Board of Supervisors

From: Sheriff Lane

REF: Iowa Byrne Justice Assistance Grant (JAG) Program – Office of Drug Control Policy (ODCP)

Attached is the annual Iowa Byrne Justice Assistance Grant contract for fiscal year 2020. This grant reimburses the partial salary for one Scott County deputy sheriff and one Bettendorf police officer in the Scott County Special Operations Task Force. This year's grant award is \$60,590 with a match amount of \$20,197, a slight decrease from FY2019 of \$928.00. The benefits paid by Scott County and the City of Bettendorf are used as the matching funds for this grant.

In August, an application will be presented to the Board to apply for the annual federal Byrne Justice Assistance Grant, and these funds will be used to offset the additional salary for the Scott County deputy sheriff, the Bettendorf police officer, the additional benefits not used as match for this ODCP grant and the salary and benefits of the second Scott County deputy sheriff assigned to the Scott County Special Operations Task Force. The fiscal year for the federal Byrne Justice Assistance grant is from October 1, 2019 through September 30, 2020.

I can make myself available for questions.

Thank you.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Scott County 400 W. 4th St Davenport, Iowa 52801-1104	Grant #17-JAG- 299244 Grant Period: July 1, 2019 - June 30, 2020 Federal: \$60,590 Match: \$20,197 Total: \$80,787	
ODCP Contact: Dennis Wiggins 515/725-0311		
Legal Applicant: Tony Knobbe	Program Director: Tim Lane E-mail: sheriff@scottcountyiowa.com	
<i>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.</i>		
SPECIAL CONDITIONS		
Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.		
Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.		
In witness wherefore, the parties hereto have executed this grant the day and year specified below.		
SIGNATURES/DATES		
_____ Legal Applicant/Date	_____ Program Director/Date	_____ ODCP Administrator/Date

Iowa Governor's Office of Drug Control Policy
CERTIFIED ASSURANCES

NON-SUPLANTING

The grantee assures that Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for project activities.

MATCHING FUNDS

The grantee assures that matching funds required to pay the non-Federal portion of the cost of each program and project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for criminal justice activities by the recipients of grant funds and shall be provided on a project-by-project basis.

RECORD KEEPING

The grantee assures that fund accounting, auditing, monitoring, evaluation procedures, and such records as the Governor's Office of Drug Control Policy shall require, shall be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

REPORTING

The grantee assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the Governor's Office of Drug Control Policy may reasonably require to administer the program.

FINANCIAL AND ADMINISTRATIVE GUIDE

The grantee assures that it will comply with the provisions of the Office of Justice Programs' "Financial and Administrative Guide for Grants. <http://ojp.gov/financialguide/DOJ/index.htm>

COMPLIANCE WITH FEDERAL PROCEDURES

The grantee assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information Systems; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.

DUNS/SAM Registration:

The grantee assures that it will register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The recipient shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

Recipient Integrity and Performance

The grantee assures that it will comply with any and all applicable requirements regarding reporting of

information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

CERTIFICATION

I certify that the program in this application meets all the requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; that all the information presented is correct; and the application will comply with the provisions of the Act and all other Federal laws, regulations, and guidelines. By appropriate language incorporated in each subcontract or other document under which funds are to be disbursed, the undersigned shall assure the applicable conditions above apply to all recipients of assistance.

Signature - Project Director

Signature - Legal Applicant

Date

Date

CIVIL RIGHTS REQUIREMENTS INFORMATION

1. Civil Rights Contact Person: Mary Thee

2. Title/Address: Assistant County Administrator/Human Resources Director

600 West Fourth Street

Davenport, Iowa 52801

3. Telephone Number: 563-326-8740

4. Number of persons employed by the agency responsible for administering this grant:
450

Iowa Governor's Office of Drug Control Policy
US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, participants' responsibilities. The regulations were published as Part VIII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON FOLLOWING PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, such prospective participant shall attach an explanation to this proposal.

Tony Knobbe, Board Chair

Name and Title of Authorized Representative

Signature

Date

Scott County

Name of Organization

600 West Fourth Street, Davenport, Iowa 52801

Address of Organization

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 CFR Part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of Performance: The grantees shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (street address, City, County, State, zip code):

600 W 4th St, Davenport, IA 52801

400 W 4th St, Davenport, IA 52801

Scott County

Organization Name

Tony Knobbe, Board Chair

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Forms are available from the Governor's Office of Drug Control Policy.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Scott County, 600 W 4th St, Davenport, IA 52801

Tony Knobbe

Name and Address of Organization

Name of Authorized Individual

Signature and Date

Equal Employment Opportunity Plan Certification Form Instructions

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete either Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; or it received an award under \$25,000; or it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; and (2) have fifty or more employees; and (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, and (2) have fifty or more employees, and (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, submit to the OCR for review, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D Recipients that (1) receive a single award over \$500,000; and (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. The document must have the following title: EEOP Certification. If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

OMB Approval No. 1121-0340 Expiration Date: 12/31/15 Public Reporting Burden Statement Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Iowa Governor's Office of Drug Control Policy

D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

Sub-Recipient Agency Name/Address	Sub-Recipient DUNS Number

If additional space in necessary, please duplicate this page.

Revised 06/17/2019

IOWA GOVERNOR'S OFFICE OF DRUG CONTROL POLICY

STANDARD GRANT CONDITIONS

Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the Governor's Office of Drug Control Policy involving federal or state funding.

1. General.

These standard grant conditions, unless otherwise stated herein, apply to the following grant programs administered in Iowa by the Governor's Office of Drug Control Policy (ODCP): Byrne Justice Assistance Grant; Methamphetamine Hot Spots; Residential Substance Abuse Treatment; Byrne Discretionary; Second Chance; Drug Court; Post-conviction Testing of DNA Evidence to Exonerate the Innocent; Project Safe Neighborhoods; John R. Justice; Drug Free Communities; Anti-Heroin Task Force; Comprehensive Opioid Abuse Program; Paul Coverdell Forensic Science; and any other Grant administered by the ODCP involving Federal or State funding.

The Grantee shall provide the necessary facilities, materials, services, and qualified personnel to perform and/or provide all the services set forth in the approved application and the letter of notification for the grant amount. The grant budget will be a basis for the Grantee's expenditure of the grant amount. Acceptance of the terms and conditions of the grant is indicated by the applicants' signatures on the grant contract, attached certification, and by requesting and expending grant funds.

The Grantee shall abide by all applicable Federal, State, and local laws, rules and regulations. The Grantee shall comply with all applicable U.S. Department of Justice Grant Award Special Conditions which govern subrecipients/subgrantees. The Certified Assurances and forms signed and or submitted via www.iowagrants.gov by the Grantee in making application for grant funds are incorporated herein.

2. Definitions.

- a. "Deliverable" means any good, product, service, work, work product, item, material or property created, developed, produced, delivered, performed or provided by or on behalf of Grantee in connection with this contract.
- b. "JAG" means the *Federal* Byrne–Justice Assistance Grant program, for which the ODCP is the State Administering Agency in Iowa.
- c. "Grantee" or "Legal Applicant" or "Recipient" means the governmental agency contracting with the Governor's Office of Drug Control Policy
- d. "ODCP" means Governor's Office of Drug Control Policy.

- e. "Program/Project Director" means the person who has been delegated authority to administer the project described in the application.
- f. "Special Conditions" means those conditions applying uniquely to this grant contract as identified on the grant contract page.
- g. "Standard Grant Conditions" means those conditions applying to all ODCP grant contracts.
- h. "State" means the State of Iowa.

3. Accountability for All Grantees.

The Grantee shall promote effectiveness, efficiency, and accountability. The Grantee must serve the public in an ethical and transparent manner, including operating professionally, truthfully, fairly, and with integrity and accountability to uphold public trust.

The ODCP reserves the right to verify the contents of the Grantee's application and any assertions, reporting, attestations, and submissions to the ODCP or any other governmental agency throughout the term of the grant. If the ODCP determines the Grantee has provided false, misleading, or inaccurate information to the ODCP or another governmental agency, grant funds may be withheld, suspended or terminated.

4. Additional Guidance for Nonprofit Organizations.

A nonprofit organization awarded a subcontract pursuant to section 9 must be aware of and comply with applicable law and regulations. The Iowa Nonprofit Principles and Practices for Charitable Nonprofit Excellence Revised 2016 shall be used as a means of educating nonprofit organizations about the laws and regulations with which they must comply and to provide guidance about good operational practices and ethical conduct. This publication may be accessed at <https://inrc.law.uiowa.edu/sites/inrc.law.uiowa.edu/files/pp-2016ed-web.pdf>

The purpose of the Iowa Principles and Practices for Charitable Nonprofit Excellence is to promote good management practices, ethical conduct, and public accountability for Iowa charitable nonprofit organizations as they perform their crucial community services. The Principles and Practices are not regulatory. While many of the Principles and Practices will be helpful to all nonprofits, they are specifically written for 501(c)(3) organizations. The Iowa Principles and Practices for Charitable Nonprofit Excellence are intended to be primarily an educational process designed to improve efficiency and accountability. It is recognized that implementation will take different forms and occur at different levels, given the resources of the nonprofits.

5. Accounts and Records.

- a. The Grantee shall comply with pertinent state and Federal laws, and the provisions of the Office of Justice Program's (OJP) Financial Guide:
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- b. The Grantee shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. The Grantee shall maintain separate records for each Federal grant or program. Cash or matching contributions made by the Grantee shall be

verifiable from the Grantee's records. These records shall contain information pertaining to contract amount, authorizations, obligations, unobligated balances, assets, liabilities, expenditures, and program income.

- c. The Grantee shall maintain effective control and accountability for all assets, including current and accurate equipment inventory records. The Grantee shall adequately safeguard all such assets and property and assure that it is used solely for authorized purposes. Accounting records shall be supported by source documentation such as canceled checks, paid bills, receipts, payrolls, contract award documents, etc.
- d. The Grantee, in making project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the ODCP.
- e. The Grantee shall maintain a sufficient recordkeeping system to provide statistical data for the purpose of planning, monitoring, and evaluating their program.
- f. The Grantee shall retain all pertinent records and books of accounts related to this contract for a period of three (3) years following the closure of the Grantee's most recent audit report. In the event of litigation, negotiation or audit findings, the records shall be retained until all issues arising from such actions have been resolved or until the end of the regular three-year period, whichever is later.

6. Cash/In-Kind Match (If required and included in the approved budget).

Grant application materials will specify the level and conditions of match required for each grant program. If cash or in-kind match is required, the match will be identified in the grant contract signed by the grantee as well as in the approved budget. If "cash" match is included in the approved budget, the Grantee must be able to demonstrate that the match is from a new appropriation, or from existing resources which were not intended for the stated program purpose

The Grantee shall maintain records clearly showing the source, the amount, and the timing of all match contributions. The following may be used as cash match:

- a. Local and State appropriations;
- b. Funds contributed from private sources;
- c. Federal funds from the following sources:
 - 1.) Housing and Community Development Act of 1974;
 - 2.) Appalachian Regional Development Act;
 - 3.) General Revenue Sharing;
- d. Existing resources (as long as the existing funds were used in areas other than the stated program purpose);
- e. Salaries of existing personnel who are transferred to grant activities (if the original positions are filled with new personnel);
- f. Asset forfeiture funds resulting from State or Federal court action per applicable state and Federal guidelines;
- g. Program income and the related interest earned on that program income generated from projects may be used as match provided it is identified and approved prior to making an award;

- h. Funds appropriated by Congress for the activities of any agency of a Tribal government or the Bureau of Indian Affairs performing law enforcement functions on Tribal lands; and
- i. Funds otherwise authorized by law.

All funds designated as match are restricted to the same use as grant program funds. The matching share must be obligated by the end of the period for which Federal funds have been made available for obligation under an approved program or project. The Grantee must submit a written plan for expenditure of matching funds if requested by the ODCP.

7. Non-Supplanting Requirement.

Federal funds must be used to supplement existing funds for program activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

8. Program Income.

“Program income” means gross income earned by the Grantee during the grant period as a direct result of the grant award. Direct result is defined as a specific act or set of activities that are directly attributable to grant funds and which are directly related to the goals and objectives of the project.

Program income shall be accounted for and used for any purpose that furthers the broad objectives of the legislation under which the award was made.

Program income earnings and expenditures must be reported with claims for reimbursement and must be used in accordance with the provisions of 2 CFR Part 200, Uniform Administrative Requirements.

9. Subcontracting.

None of the activities or funds of this grant shall be subcontracted to another organization or individual without specific prior approval by the ODCP, with the exception of subcontracts under \$1,000. To obtain ODCP approval, the Grantee shall submit the proposed contract or written agreement between the parties. The contract or agreement must contain a list of the activities to be performed by the subcontractor, and the contract policies and requirements. All grant related certifications and conditions agreed upon by the applicant agency shall be passed on to subcontracting agencies. Subcontractors shall complete the Standard Grant Condition Certification.

Open and free competition is required unless specific advanced approval is obtained to use a noncompetitive approach in contracting for a good or service.

10. Property and Equipment.

- a. Iowa Administrative Code, Chapter 110 and [Section III, 3.7 of OJP's Financial Guide](#) prescribe property rules and regulations.

- b. The Grantee shall develop procedures to assure competitive acquisition of approved purchases.
- c. Definition of Equipment: Any item costing \$5,000 or more and having an anticipated useful life of more than one year. Chairs, tables, files and movable partitions costing less than \$5,000 shall be accounted for in aggregate. All other items of equipment shall be accounted for individually.

The above definition identifies a minimum list of items, which must be considered as equipment. The Grantee's accounting system may include other items of equipment as well.

- d. The Grantee shall maintain property records, inventory control, and maintenance procedures for all non-expendable property purchased all or in part with grant funds. An inventory report form must be completed and submitted with the last project report to the ODCP. Procedures for managing equipment (including replacement, whether acquired in whole or in part with project funds), will, at a minimum, contain records, which include the following:
 - 1.) Description of the property;
 - 2.) Serial number or other identification number;
 - 3.) Source of the property;
 - 4.) Identification of who holds the title;
 - 5.) Acquisition date;
 - 6.) Cost of the property;
 - 7.) Location of the property; and
 - 8.) Disposition data including the date of disposal and sale price.
- e. Title of Property: Notwithstanding any other provision of law, title to all expendable and nonexpendable property purchased with grant funds made available under the Grant Program shall vest in the agency that purchased the property, if it certifies to the ODCP that it will use the property for the purposes outlined in the grant application. If such certification is not made, title to the property shall vest in the State of Iowa, which shall seek to have the property used for program related purposes elsewhere in the state prior to using it or disposing of it in any other manner.
- f. Use of Property: The Grantee may use property acquired in whole or in part with Federal funds for the authorized purpose of the original grant as long as needed whether or not the program or project continues to be supported by Federal funds.

11. Computer Systems.

No federal funding may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this subsection limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

12. Travel.

Travel specifically identified in the grant application and approved budget is approved for reimbursement by the ODCP. Out of state training and travel not identified and approved in the application and grant budget requires approval by the ODCP prior to reimbursement. Requests for out-of-state training and travel must be submitted to the ODCP in writing.

The Grantee shall follow its own written policy for allowable travel costs. In the event a reasonable and prudent policy does not exist, State of Iowa approval rates will apply to subrecipient travel costs. State rates are available by contacting the ODCP.

13. Payments.

Expenditure reports must be submitted monthly. Expenditure reimbursement shall be made on program cash expenditures included in the grant budget and upon the receipt and acceptance by the ODCP of a properly completed and authorized expenditure report and supporting documentation. Reimbursement must be requested within 23 days after the end of the period for which payment is being requested. Payments may be adjusted to correct disallowance's resulting from audit or contract review. Reimbursement may be withheld if a grantee is delinquent in program reporting or if the grantee fails to meet any contract condition.

14. Reporting.

Form to be Used:

- a. Claim for Reimbursement - Completed online at www.iowagrants.gov

- b. Quarterly Progress Reports - Completed online at www.iowagrants.gov

- c. Inventory Report Form
Equipment purchased all or in part with grant funds must be listed on the inventory report form. (See property.) Due to the ODCP 30 days after the grant period.

- d. Annual Audit Report
If agencies are exempt from audit requirements, the Grantee must keep records that are available for review or audit by appropriate officials including the Federal agency, the State agency, and the US Government Accountability Office (GAO).

Due Date:

Due by the 23rd day of **each** month, following expenditures.

Due Date:

October 23rd
January 23rd
April 23rd
July 23rd

Due Date

July 31st

Due Date

For July 1st through June 30th
audit is due by March 31st

15. Awards to private agencies - accounting system audit requirement.

These organizations must have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds. This audit must be conducted in accordance

with the Government Auditing Standards (December 2011 Revision), as found on the GAO website. The purpose of this audit is to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the award. Audits must be conducted no less frequently than every 2 years. The dollar threshold applies as established for audit reports in OMB Circular A-133, as amended.

16. Audits:

Subrecipients of Federal funds are required to permit access to their records and financial statements as necessary to comply with Title 2 CFR Part 200, Subpart F Audit Requirements and Code of Iowa, Chapter 11, Audit of Counties, Cities and School Districts.

Non-Federal entities that expend \$750,000 or more in Federal funds (from all sources including pass-through subawards) in the State fiscal year (July 1 - June 30) shall have a single organization-wide audit conducted in accordance with the provisions of Title 2 CFR Part 200, Subpart F.

Non-Federal entities that expend less than \$750,000 in Federal awards in a fiscal year are exempt from audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass-through entity, and General Accounting Office (GAO).

A management letter must be submitted with the audit report. Grantee audit reports must be submitted no later than nine (9) months after the close of each fiscal year during the term of the award. Grantees shall comply with any audit resolution activities as directed by the ODCP.

Audit costs for audits not required or performed in accordance with Title 2 CFR Part 200, Subpart F are not allowable. If the grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

17. Monitoring/Evaluation.

The ODCP reserves the right to monitor the Grantee's performance through site visits, reports, or other means deemed necessary by the ODCP. The Grantee agrees that the ODCP may conduct site visits to review grant compliance, assess management controls, assess the applicable activities or strategies, and provide technical assistance. In addition, the Grantee shall provide any data or information required for the purposes of monitoring and program evaluation. Such evaluation may be conducted by the ODCP or other appropriate agencies. The Grantee shall ensure the cooperation of the Grantee's employees, agents, and board members in such efforts.

Following each site visit or review the ODCP may submit a written report to the Grantee, which will identify the findings. A corrective action plan with a timetable to address any deficiencies or problems noted in the report may be requested by the ODCP. The corrective action plan shall be submitted to the ODCP for the approval within the timeline outlined in

the written report. The Grantee shall carry out the plan after it is approved by the ODCP. Failure to do so may result in suspension or termination of funding.

18. Changes in the Program.

- a. **Changes in Service:** Changes in types of services provided by the Grantee as agreed to in the application and award require **prior approval** by the ODCP. Discontinuation or modification of a service without prior approval may result in a decrease in the grant amount or termination of the grant.
- b. **Changes in Location:** The Grantee shall notify the ODCP of any change in office or service location (relocation, addition, or deletion) from that shown in the application within 72 hours of such change.
- c. **Changes in Program Director or Other Personnel:** When there is a change in the program director or any other personnel supported by the grant from that shown on the application, the ODCP must be notified. The Grantee is responsible for replacement, and written notification to the ODCP of each action within 72 hours.
- d. **Change in Legal Applicant/Grantee:** This grant shall not be assigned, transferred, or conveyed in whole or in part by the Grantee to any third party or parties without prior written approval from the ODCP. A change in legal applicant is the process whereby the legal and administrative responsibility for administering the grant is transferred from one legal entity to another. A change of Grantee must be approved in advance by the ODCP. The ODCP reserves the right to not contract with a new Grantee. A written agreement of the original Grantee to relinquish all rights to the project; and, a written agreement of the new Grantee to accept all the terms and conditions of the contract must be submitted to and approved by the ODCP prior to the date of transfer.
- e. **Change in Budget:** Due to the fact that budget line item amounts are only estimates of budget expenditure, funds may be reallocated among budget line items. Budget revision requests must be submitted, and approved by, the ODCP prior to the revised expenditure of funds. The ODCP will not reimburse funds for unapproved expenditures. Budget revisions may be requested, via iowagrants.gov, by the legal applicant and/or the legal applicant's authorized designee (e.g. the Program/Project Director), who must certify that the change in budget does not constitute a change in the goals and objectives of the program.

19. Copyrights.

The U.S. Department of Justice and the State of Iowa, ODCP reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: a) the copyright in any work developed under a grant, or contract under a grant or subgrant; and b) any rights of copyright to which Grantee or contractor purchases ownership with grant support.

20. Federal Funds Acknowledgment.

Program directors are encouraged to make the results and accomplishments of their activities available to the public. Prior ODCP approval is not needed for publishing the results of an activity under a grant project; however, an acknowledgment of State/Federal support must be made. The Grantee shall, when issuing statements, press releases, and other documents describing the grant project, clearly state: a) the percentage of the total

cost of the project which was or will be financed with Federal and State funds; and b) the dollar amount of Federal and State funds for the project.

Any publication (written, visual, or sound), whether published at the Grantee's or government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No._____, awarded by the U. S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Governor's Office of Drug Control Policy."

21. Release of Information and Confidentiality of Records.

- a. Release of Public Grant Information: The Grantee is required to make available all records, papers and other documents kept by the Grantee relating to the receipt and disposition of any funds, if requested by any member of the public. All such records shall be available except when access to the records is limited by Federal or State confidentiality regulations. The intended use of such information will not be a criterion for release.
- b. Confidentiality of Records: The Grantee shall maintain the confidentiality of all confidential records related to this grant in accordance with Federal and State laws. Privacy rights of parents and students apply to this program. Grantee policies and procedures shall provide that records of the identity, diagnosis, prognosis, or treatment of any client which are maintained in connection with the performance of the grant be kept confidential and be used only for the purposes and under the circumstances expressly authorized under the Federal confidentiality regulations 42 CFR part 2 "Confidentiality of Alcohol and Drug Abuse Patient Records" and the Code of Iowa, Chapter 22.7. The Grantee shall comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 CFR part 22 that are applicable to the collection, use, and revelation of data or information.

22. Conflict of Interest.

The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

23. Report Misuses of Funds.

The Grantee must promptly refer to the ODCP any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subcontract for services.

24. Restrictions and certifications regarding non-disclosure agreements and related matters.

No Grantee or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- 1) In accepting this award, the Grantee--
 - a) represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b) certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Drug Free Workplace.

Each Grantee receiving an award from the Governor's Office of Drug Control Policy shall certify that it will maintain a drug-free workplace, or in the case of a Grantee, who is an individual, certify to the agency that his or her conduct of award activity will be drug-free. If a Grantee makes a false certification, the Grantee is subject to suspension, termination, and debarment. In order to comply with the Drug Free Workplace Act of 1988, Grantees are required to report any conviction of their employees under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. A report of a conviction must be made to the ODCP within ten (10) days of receiving notices of such conviction.

26. Americans With Disabilities Act.

The Grantee shall comply with Subtitle A, title II of the Americans with Disabilities Act (ADA), 42 U.S.C. 12131-12134, and Department of Justice implementing regulation, 28 CFR Part 35.

27. Immigration and Naturalization Service.

The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.

28. Limited English Proficiency.

“Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.”

Assistance for Spanish speaking people may be available through the Iowa Division of Latino Affairs at <http://www.latinoaffairs.iowa.gov> or 515-281-4080. Local interpreters and translators may be available through the Iowa Interpreters and Translators Association at <https://www.iitanet.org>.

29. Nondiscrimination/Equal Employment Opportunity Program.

- a. All grant recipients, including contractors, will comply with any applicable Federal nondiscrimination requirements, which may include the following: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3789d); Victim of Crime Act (42 U.S.C. 10604(e)); Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. 5672(b)); Civil Rights Act of 1964 (42 U.S.C. 2000d); Rehabilitation Act of 1973 (29 U.S.C. 794); Americans with Disabilities Act of 1990 (42 U.S.C. 12131-34); Education Amendments of 1972 (20 U.S.C. 1681, 1683, 1685-86); Age Discrimination Act of 1975 (42 U.S.C. 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); Violence Against Women Reauthorization Act of 2013; and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations).
- b. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the Grantee will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the Iowa Governor’s Office of Drug Control Policy (ODCP).
- c. The Grantee will provide an Equal Employment Opportunity Plan (EEOP) to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), if required to submit one. Otherwise, it will provide a certification to the OCR and the ODCP that it has a current EEOP on file, if required to maintain one. Grantee agencies receiving less than \$25,000; grantee agencies with less than 50 employees, regardless of the amount of the award; and non-profit organizations, Indian Tribes, and medical and education institutions, are exempt from the EEOP requirement, but the grantee is required to submit a certification form to the OCR to claim the exemption. A copy of the certification form shall also be submitted to the ODCP.

Information about civil rights obligations of grantees can be found at www.ojp.usdoj.gov/ocr .

- d. In accordance with Federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All grant recipients, including contractors, will also comply with the Iowa Civil Rights Act. The Iowa Civil Rights Act, (IAC Ch 216), prohibits discrimination in employment because of a person's: Race, Creed, Color, Sex, Age, National Origin, Gender Identity, Sexual Orientation, Disability, or Religion.

- e. Grant recipients, if required, must make available, upon request, its Affirmative Action Program containing goals and time specifications.
- f. This contract may be suspended or terminated, in whole or in part, in the event of the Grant recipient's noncompliance with this section and the recipient may be declared ineligible for further contracts with the ODCP. Additionally, the ODCP may take further action by imposing other sanctions or invoking other remedies as provided by the Iowa Civil Rights Act of 1965 or as otherwise provided by law.
- g. The U.S. Department of Justice, Office of Civil Rights issued an advisory document for grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Grantee should consult local counsel in reviewing their employment practices. If warranted, the Grantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans.

30. Findings of Discrimination.

The Grantee assures that in the event a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, disability, age, sexual orientation, gender identity, or sex against a recipient of funds, the Grantee will promptly forward a copy of the finding to the Governor's Office of Drug Control Policy.

31. Equal Treatment for Faith Based Organizations.

The Grantee shall comply with the applicable requirements of 28 C.F.R. Part 38, governing "Equal Treatment for Faith Based Organizations". The Equal Treatment Regulation provides in part that grant awards may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Grant recipients may still engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and participation in such activities by individuals

receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded through grant funding are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

32. Lobbying Restrictions.

The Grantee agrees that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract or grant, and the Grantee receives Federal funds exceeding \$100,000, the Grantee shall complete and submit standard [Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions <https://www.gsa.gov/forms-library/disclosure-lobbying-activities>
- c. The Grantee shall require that the language of this certification be included in any subcontracts and that all contractors shall certify and disclose accordingly. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

33. Sanctuary Jurisdiction.

(Byrne JAG & PSN Grantees Only) Grantee will comply with the provisions of 8 U.S.C §1373 and 1644 which addresses the exchange of information regarding citizenship and immigration status among Federal, State, and local government entities and officials from "prohibit[ing] or in any way restrict[ing]" government officials or entities from sending to, or receiving from, Federal immigration officers information concerning an individual's citizenship or immigration status. Certain grantees/subgrantees may also be required to complete a U.S. DOJ certification.

The following provisions apply to the recipient of this award, if the recipient is a unit of local government, and also apply to any local-government subrecipient of this award at any tier

- a. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that agents of the United States acting under color of Federal law in fact are given access to a local-government (or local-government-contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals' right to be or remain in the United States.

- b. A local ordinance, -rule, -regulation, -policy, or -practice (or an applicable State statute, -rule, -regulation, - policy, or -practice) must be in place that is designed to ensure that, when a local-government (or local-government contracted) correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and - as early as practicable.

34. Sanctuary Jurisdiction (Iowa Code).

The Grantee shall comply with the provisions of Iowa Code chapter 27A, which applies to the enforcement of immigration laws. Grantees who are found to be in non-compliance with Iowa Code 27A are ineligible to receive funds through the ODCP. Rules governing the determination of non-compliance and the reinstatement of eligibility are provided in Iowa Administrative code 541 chapter 13.

35. Liability.

- a. If any provision contained herein is in conflict with any State or Federal law or shall be declared to be invalid by any court of record of this State, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the court shall continue to be in effect.
- b. The ODCP reserves all administrative, contractual and legal remedies, which are available in the event that the Grantee violates or breaches the terms of this contract.

36. Drug Task Force.

Officers funded by the Office of Drug Control Policy who encounter minors who as a direct or indirect result of the presence and or the use of any illegal drug are at risk of exposure, abuse, or neglect shall at a minimum report the encounter to the Department of Human Services. Task forces are strongly encouraged to participate in a Drug Endangered Children program designed to identify and protect the wellbeing of these youth.

37. Drug Task Force Training.

Each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When registering for the training, participants should use the preauthorization code **QX6S4**

38. Use of Force Training Metrics.

(Byrne JAG Grantees Only) Law enforcement agencies receiving director or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that

officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

39. NEPA Clandestine Methamphetamine Laboratories.

This condition facilitates compliance with the provision of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, “meth lab operations”]. No Federal monies from this award may be obligated to support meth lab operations unless the grant recipient implements this condition.

The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental, health and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grant recipient for any OJP funded meth lab operations:

- a. The grant recipient shall comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.
- b. Grant recipients shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure the adverse environmental, health, and safety impacts in the Assessment are mitigated in a manner consistent with the requirements of this condition.
- c. Grant recipients shall monitor grant funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee’s Mitigation Plan.

Methamphetamine Mitigation Conditions

Where applicable, grant recipients shall:

- a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
- b. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
- c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
- d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;

- e. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
- f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
- g. Monitor the transport, disposal and recycling components of subparagraphs number "e" and "f" immediately above in order to ensure proper compliance;
- h. Have in place and implement a written agreement with the responsible State environmental agency. This agreement must provide that the responsible State environmental agency agrees to: (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory; and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the State environmental agency and in accordance with existing State and Federal requirements;
- i. Have in place and implement a written agreement with the responsible State or local service agencies to properly respond to any minor, as defined by State law, at the site. This agreement must ensure immediate response by qualified persons who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up tests, examinations, or health care made necessary as a result of methamphetamine toxicity; and
- j. Report all clandestine lab responses to the Iowa Division of Narcotics Enforcement using EPIC report form #143. Assistance in completing this form is available by calling 515/281-9054.

40. DUNS/SAM Registration.

Grant recipient shall register and provide the Governor's Office of Drug Control Policy a Data Universal Number System (DUNS) number. The Grantee shall maintain a current registration with the System for Award Management (SAM) for the duration of the grant project period.

41. Recipient Integrity and Performance.

The Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) this award. Under certain circumstances, recipients of federal grant funds are required to report information about such proceedings, through the Federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the Federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient

Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

42. Disclosure of “High Risk” Designation by Federal Agency.

The Grantee shall disclose to the Office of Drug Control Policy any designation of “high risk” by any Federal grant-making agency currently or at any time during the course of the period of performance under the award. For purposes of this disclosure, high risk includes any status under which a Federal awarding agency provides additional oversight due to the Grantee’s past performance, or other programmatic or financial concerns with the Grantee.

43. Breach of Personally Identifiable Information.

The Grantee (including other participating agency supported by the award) must have written procedures in place to respond in the event of an actual or imminent "breach" if it (or participating agency)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Grantee’s breach procedures must include a requirement to report actual or imminent breach of PII to the Office of Drug Control Policy no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach. The ODCP will in turn report the breach to the appropriate Federal agency.

44. Withholding of Support, Suspension, and Termination.

- a. **Withholding of Support:** With ten (10) days written notice, the ODCP may temporarily withhold payment of funds until a corrective action plan has been submitted by Grantee and approved by the ODCP. Reasons may include, but are not limited to the following:
 - 1.) Delinquency in submitting required reports;
 - 2.) Failure to provide adequate management of the funds;
 - 3.) Failure to show satisfactory progress in achieving the objectives of the program or failure to meet the terms and conditions of the contract; and
 - 4.) Failure to regularly coordinate the activities and services with other local providers funded by the ODCP. Temporary withholding of funds does not constitute just cause for the Grantee to interrupt services to clients.
- b. **Suspension:** When, as determined by the ODCP, a Grantee has materially failed to comply with the terms and conditions of the grant, the ODCP may, with ten (10) days written notice to Grantee, suspend the grant. Only necessary and proper costs that the ODCP agrees could not have reasonably been avoided during the period of suspension will be paid by the ODCP. Suspension shall remain in effect until the Grantee has shown to the satisfaction of the ODCP that corrective action has been or will be taken, or until the ODCP terminates the grant.
- c. **Termination:**
 1. **Termination for Cause:** The ODCP may terminate a grant in whole or in part any time before the date of completion if the ODCP determines that the Grantee has failed in a material way to comply with the terms and conditions of the grant. To terminate a grant, the ODCP must send written notice to the Grantee stating the date and reasons for the termination. Payments to the

Grantee will be only for services provided or purchases authorized up to the date of termination. Recovery of funds by the ODCP shall be made in accordance with the terms and conditions of this grant.

2. Termination on Other Grounds: In addition to termination for cause, the ODCP grants may be terminated in whole or in part as follows:

- a By the ODCP with the consent of the Grantee. Both parties agree on the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- b By the Grantee. Sixty (60) days written notice to the ODCP is required. Such notice shall set forth the reason for such termination. Termination of part of the grant is subject to Section 17 entitled "Changes in the Program."
- c By the ODCP due to the lack of adequate funds to support the grant. Should this contract terminate prior to the expiration date as set forth in the grant cover page, the Grantee agrees to deliver such information and items which are due as of the date of termination.
- d By the ODCP in whole or in part without the payment of any penalty or incurring any further obligation to the Grantee whenever the ODCP determines that such termination is in the best interests of the State. In this event, the ODCP shall issue a termination notice to the Grantee at least ten (10) days prior to the effective termination date. Following termination upon notice, the Grantee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination.
- e In addition, the ODCP may terminate this contract effective immediately without penalty and without advance notice for any of the following reasons:
 - i. The Grantee furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or **other solicitation document** that is false, deceptive, or materially incorrect or incomplete;
 - ii. **The Grantee** or any of **its** officers, directors, employees, agents, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
 - iii. The Grantee terminates or suspends its business;
 - iv. The **Grantee** has failed to comply with any applicable international, Federal, State (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
 - v. The **ODCP** determines or believes the **Grantee** has engaged in conduct that: (a) has or may expose the **ODCP** or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;

- vi. **The Grantee** infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or **the Grantee** misappropriates or allegedly misappropriates a trade secret or ;
 - vii. **The Grantee** fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.
- d In the event of termination, the Grantee shall be reimbursed by the ODCP only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the ODCP. Upon receipt of notice of termination the Grantee shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Grantee shall also immediately cease using and return to the ODCP any personal property, equipment, or materials provided by the ODCP to the Grantee and shall immediately return to the ODCP any payments made by the ODCP for services that were not rendered by the Grantee.
- e In the event of termination, the Grantee agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, and reports. The Grantee shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Grantee fails to ensure a smooth transition of services to clients, the ODCP may, at its sole discretion, place the Grantee on its list of contractors barred from entering into any contract with the ODCP and immediately terminate all other existing contracts between the ODCP and the Grantee. The Grantee shall cooperate in good faith with the ODCP and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement provider.
- f. The ODCP shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Grantee in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Grantee may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- g The ODCP reserves all administrative, contractual and legal remedies which are available in the event that the Grantee violates or breaches the terms of this contract.

45. Indemnification.

The Grantee and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the ODCP and its officers, employees, agents, and volunteers from any

and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the ODCP or the State of Iowa, related to or arising from any of the following:

- a. Any violation of this contract.
- b. Any negligent, intentional, or wrongful act or omission of the Grantee, its officers, employees, agents, board members, contractors or subcontractors, or any other person in connection with this project.
- c. Any infringement of any patent, trademark, trade dress, trade secret, copyright, or other intellectual property right.
- d. The Grantee's performance or attempted performance of this contract.
- e. Any failure by the Grantee to comply with all Federal, State, and local laws and regulations.
- f. Any failure by the Grantee to make all reports, payments, and withholdings required by Federal and State law with respect to social security, employee income, and other taxes, fees, or costs required by the Grantee to conduct business in the State of Iowa.
- g. The death, bodily injury or damage to property of any enrollee, agent, employee, business invitee or business visitor of the Grantee or any of its subcontractors.
- h. Any failure by the Grantee to adhere to the confidentiality provisions of this contract.

46. Warranties.

- a. The Grantee represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Grantee; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the ODCP hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the ODCP hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Grantee has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the ODCP herein; and (iii) the ODCP shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.
- b. The Grantee represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the ODCP's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Grantee further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Grantee shall inform the ODCP in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely

to arise, then Grantee shall, at the ODCP's request and at the Grantee's sole expense: (i) procure for the ODCP the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the ODCP all fees, charges and any other amounts paid by the ODCP with respect to such Deliverable. In addition, Grantee agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Grantee in this section. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the ODCP and shall survive termination of this Contract.

- c. The Grantee represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications.
- d. The Grantee represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the ODCP notifies Grantee of any services performed in violation of this standard, Grantee shall re-perform the services at no cost to the ODCP, such that the services are rendered in the above-specified manner, or if the Grantee is unable to perform the services as warranted, Grantee shall reimburse the ODCP any fees or compensation paid to Grantee for the unsatisfactory services.
- e. The Grantee represents and warrants that the Deliverables will comply with any applicable Federal, State, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

47. Status of Grantee.

The Grantee shall at all times be deemed an independent contractor. The Grantee, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency or department of the State. The Grantee shall be responsible for withholding all taxes and shall hold the ODCP harmless for any claims for the same.

48. Choice of Law and Forum.

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the ODCP or the State of Iowa.

49. Immunity from Liability.

Every person who is a party to the Contract is hereby notified and agrees that the State, the ODCP, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or subcontractors' activities involving third parties and arising from the Contract.

50. Compliance with Iowa Code chapter 8F.

If the Contract is subject to the provisions of Iowa Code chapter 8F, the Grantee certifies it will comply with the requirements of the Iowa Code chapter 8F. The Grantee shall forward any compliance documentation, including but not limited to certifications, and any compliance documentation received from subcontractors by the Grantee to the ODCP.

51. Enhancement of Contractor Employee Whistleblower Protections.

41 U.S.C. 4712 states, "employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblowing protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of a law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A member of Congress, or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,

- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of the “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections” is in effect for all grants, contracts, subgrants, and subcontracts.

52. Ownership of Deliverables.

Ownership and Assignment of Other Deliverables. The Grantee agrees that the State and the ODCP shall become the sole and exclusive owners of all Deliverables. Grantee hereby irrevocably assigns, transfers and conveys to the State and the ODCP all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Grantee represents and warrants that the State and the ODCP shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Grantee or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Grantee. The Grantee (and Grantee’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the ODCP and the payment of such royalties or other compensation as the ODCP deems appropriate. Unless otherwise requested by ODCP, upon completion or termination of this Contract, Grantee will immediately turn over to ODCP all Deliverables not previously delivered to the ODCP, and no copies thereof shall be retained by Grantee or its employees, agents, subcontractors or affiliates, without the prior written consent of the ODCP. To the extent any of Grantee’s rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Grantee hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to the Deliverables.

53. Confidentiality, IT Standards, and Security.

a. The Grantee will comply with and adhere to the following the ODCP and State information technology standards and provide training to Grantee’s employees and subcontractors concerning such standards, procedures and protocols as applicable.

1. Data Backup Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of the ODCP required services.
2. Data Stewardship Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.

3. Interconnectivity Standard: Applicable to Grantees which utilize data systems to process, store, transmit or monitor information essential to the performance of ODCP required services.
4. Laptop Data Protection Standard: Applicable to Grantees which utilize laptops to process, store, transmit or monitor data essential to the performance of the ODCP required services or connects to state owned or managed network.
5. Removable Storage Encryption Standard: Applicable to Grantees which utilize removable storage devices to process, store, transmit or monitor information essential to the performance of the ODCP required services.
6. Web Application Security Standard: Applicable to Grantees which develop, manage or utilize state resources including but not limited to websites, data systems, desktop applications and web based services.
7. Website Accessibility Standard: Applicable to Grantees which develop and maintain ODCP web pages.

Current state information technology standards are accessible online at.

<https://ocio.iowa.gov/home/standards>

b. The Grantee will take all precautions and actions necessary to: (i) prevent unauthorized access to the ODCP's and the State's systems, networks, computers, property, records, data, and information; and (ii) ensure that all of the ODCP's and the State's documentation, electronic files, data, and systems are developed, used, and maintained in a secure manner, protecting their confidentiality, integrity and availability. Grantee agrees that it will not copy, reproduce, transmit, or remove any ODCP (or State) information or data without the prior written consent of the ODCP. Grantee agrees that it shall be liable for any damages, losses, and expenses suffered or incurred by the ODCP or the State as a result of: (a) any breach of this section, or (b) any breaches of security (including those described below) that are caused by any action or omission of Grantee or Grantee's employees, agents and subcontractors. Breaches of security include, but are not limited to:

- 1 Disclosure of confidential or sensitive information;
- 2 Unauthorized access to ODCP or State systems;
- 3 Illegal technology transfer;
- 4 Sabotage or destruction of ODCP or State information or information systems;
- 5 Compromise or denial of ODCP or State information or information systems;
- 6 Damage to or loss of ODCP or State information or information systems; and
- 7 Theft.

c. The Grantee shall immediately report to the ODCP any such breach of security. In the event of a breach of this section or any breach of security as described herein, the ODCP may terminate this Agreement immediately without penalty or liability to the ODCP and the State and without affording Grantee any opportunity to cure.

54. Qualifications of Staff.

The Grantee shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Grantee, are properly licensed, certified or accredited as required under applicable Federal and State law and the

Iowa Administrative Code. The Grantee shall provide standards for service providers who are not otherwise licensed, certified or accredited under Federal or State law or the Iowa Administrative Code.

Revised 06/17/19

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Legal Applicant & Program/Project Director

On behalf of, (*agency*) Scott County I have read, understand, and agree to abide by the

Standard Grant Conditions for the Iowa/Governor's Office of Drug Control Policy Grant Program.

Tony Knobbe, Board Chair

(Legal Applicant – Print or Type)

(Signature Legal Applicant) (Date)

Tim Lane, Sheriff

(Program/Project Director – Print or Type)

(Signature Program/Project Director) (Date)

Iowa Governor's Office of Drug Control Policy
STANDARD GRANT CONDITIONS CERTIFICATION
Contract Services (If Applicable)

_____ (*contracting agency*) has entered into an agreement with
_____ (*Legal Applicant*) to provide services through a grant provided by
the Office of Drug Control Policy. The applicant agency has provided a copy of the standard grant
conditions. I have read, understand, and agree to abide by the Standard Grant Conditions for the
Iowa/Governor's Office of Drug Control Policy Grant Program.

(Signature Contracting Agency)

(Date)

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 25, 2019

APPROVAL OF THE GRANT AWARD OF \$60,590 FROM THE IOWA BYRNE
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM THROUGH THE GOVERNOR'S
OFFICE OF DRUG CONTROL POLICY IN THE SHERIFF'S OFFICE

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

- Section 1. That the Board hereby approves the grant award of \$60,590 from the Iowa Byrne Justice Assistance Grant (JAG) Program through the Governor's Office of Drug Control Policy for the Scott County Special Operations Task Force.
- Section 2. That the Chair is approved to sign such award contract and special conditions.
- Section 3. This resolution shall take effect immediately.

TIM LANE
Scott County Sheriff

Item #9
7/23/19

SHAWN ROTH
Chief Deputy Sheriff



BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

Date: July 23, 2019
Memo To: Board of Supervisors
From: Sheriff Lane
REF: Tyler License and Services Agreement

Enclosed is the license and services agreement from Tyler Technologies. The Tyler Technologies software was approved in the 2020 capital budget to purchase a replacement of the existing, in-house civil system. Softcode is a Tyler public safety solution that will integrate with the current records system used by all law enforcement agencies in Scott County.

Softcode eliminates the redundancy of entering information into the current civil system that is already available in the New World records system, updated information is shared with all agencies in the New World records system real-time and we are eliminating the need for handwritten receipts due to Softcode's own internal accounting system. We will also be able to implement bar coding of papers to reduce time for deputies when serving papers and for staff when closing out papers.

The cost of the software for licensing and services is \$93,546.00, with a first year annual maintenance fee of \$5,841 and every year following, the annual maintenance fee will be \$11,683. The original quote from Tyler did not include the annual maintenance fee, so we are requesting \$4,387.00 above the budgeted amount in the 2020 capital budget.

Assistant County Attorney Rob Cusack has reviewed the Tyler agreement and finds it sufficiently drafted to accomplish its intended purpose and is not in contravention of State law. The agreement has been forwarded to IT for their review.



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means Scott County Sheriff’s Office.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.



- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software, for the number of licenses identified in the Investment Summary, for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may use the licenses on an unlimited number of your computers and/or computer stations. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual, and will become irrevocable upon payment in full, but we may suspend those rights if you do not comply with the terms of this Agreement, and you do not correct that non-compliance within fifteen (15) days of our notice of that non-compliance or such other commercially reasonable timeframe to which we may agree.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary.



Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a

reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products. You agree that it is your responsibility to ensure that you have satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sublicense it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, and you do not rectify that failure within a commercially reasonable timeframe after we have notified you of it, then we may demand immediate full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the forty-five (45) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees will be subject to the dispute resolution process.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you as well as a commercially reasonable timeframe within which to perform the version upgrade; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will defend, indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY**



IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Upon your written request, within a commercially reasonable timeframe after the Effective Date, we will provide you with a certificate of insurance identifying you as a certificate holder. You may also request to be added as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. That additional insured status will be reflected on the certificate of insurance we provide you at your request after the Effective Date. We agree that our insurance will be primary on claims for which we are responsible. Copies of our insurance policies are only available in the event of a disputed or litigated claim.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within forty-five (45) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within forty-five (45) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, we will proceed to

non-binding mediation before a single mediator jointly selected by us. If we are unable to resolve the dispute through mediation, then either of us may assert our respective rights and remedies under this Agreement in an arbitration under the Commercial Rules of the American Arbitration Association then in effect. A list of ten (10) arbitrators will be received from the American Arbitration Association. Each party will strike names until there is one arbitrator who will conduct said arbitration. The arbitration will proceed in your state of domicile. The decision of the arbitrator will be final and binding on the parties, and any award or decision of the arbitrator may be enforced in a federal or state court of competent jurisdiction in your domicile. Nothing in this section shall prevent you or us from seeking necessary injunctive relief from a federal or state court of competent jurisdiction in your domicile during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Either you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party.

If you receive a disclosure request under the open records laws or similar public disclosure laws governing this Agreement, or a subpoena or legal discovery request, that includes a request or order to produce our confidential information, you agree to give us prompt notice thereof. We reserve the right to protect our confidential information to the maximum extent permissible under applicable law, including but not limited to the filing of a request for a protective order.

- 18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 19. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. Without limiting the terms of the Dispute Resolution provision set forth in Section I(3), we agree that the state and federal courts in or serving your location shall have jurisdiction, as appropriate, over a dispute under this Agreement.
- 20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: County and State Specific Maintenance and Support Services
	Schedule 2: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Scott County Sheriff's Office

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

Address for Notices:

Scott County Sheriff's Office
400 W 4th St
Davenport, IA 52801-1104
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Date: 6/10/2019
 Quote Expiration: 1/2/2019
 Quote Name: IA Scott County Sheriff-NW-SoftCode
 Quote Number: 2018-25142-2
 Quote Description:

Sales Quotation For
 Scott County Sheriff
 400 W 4th St
 Davenport , IA 52801-1104
 Phone: 5633268754

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Softcode					
Softcode CivilServe Civil Process System (4)	\$39,880	0	\$0	\$39,880	\$8,375
Softcode CivilMobile Client License (access from the field) (6)	\$15,750	0	\$0	\$15,750	\$3,308
<i>Sub-Total:</i>	<i>\$55,630</i>		<i>\$0</i>	<i>\$55,630</i>	<i>\$11,683</i>
<i>Less Discount:</i>	<i>\$0</i>		<i>\$0</i>	<i>\$0</i>	<i>\$5,842</i>
TOTAL:	\$55,630	0	\$0	\$55,630	\$5,841

Services

Description	Quantity	Unit Price	Discount	Total
Softcode Business Analysis and Process Planning	1	\$4,080	\$0	\$4,080
Softcode Configuration and Deployment	1	\$4,368	\$0	\$4,368
Softcode Personalization & Report Customization	1	\$7,280	\$0	\$7,280
Softcode Project Management	1	\$13,056	\$0	\$13,056
Softcode Site Visit	1	\$1,632	\$0	\$1,632
Softcode Training	1	\$7,500	\$0	\$7,500
TOTAL:				\$37,916



Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$55,630	\$11,683
Total Annual Fees		\$0
Total Tyler Services	\$37,916	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$3,370	
Summary Total	\$96,916	\$11,683

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Softcode				
Softcode CivilServe Civil Process System	\$39,880	\$0	\$39,880	\$8,375
Softcode CivilMobile Client License (access from the field)	\$15,750	\$0	\$15,750	\$3,308
<i>Sub-Total:</i>	<i>\$55,630</i>	<i>\$0</i>	<i>\$55,630</i>	<i>\$11,683</i>
Total:	\$55,630	\$0	\$55,630	\$11,683

Assumptions and Notes

Scott County Sheriff's Office Proposal



Proposal Valid for 180 Days

Project Assumptions

Project Management, Schedule, etc.

The project management services included in this proposal assume the project duration and project manager dedication listed on the Professional Services cost summary.

Data Conversion

Data conversion is not included as part of this quote.

Equipment

The Client will provide all servers, hardware, workstations, and peripheral equipment including scanners, barcode readers and printers. Server operating system, database licenses, and other Third Party Software required to run applications will be provided by the County

Client is responsible for ensuring that all hardware meets minimum hardware and software requirements provided by Tyler.

CivilQuery Single site configuration included. Additional sites may require additional configuration services.

Implementation Assumptions

Configuration, Training, and Go-Live Assistance

This proposal includes a specific amount of training time. Training will be performed in a classroom setting using facilities and equipment provided by client such that each participant can have hands-on access to a computer workstation during training. Training classes will have no more than 10 participants per instructor. Training is conducted during normal business hours.

Training days include an amount of time for on-site go-live assistance. Additional on-site training and assistance can be purchased at Tyler's then current rate.

GIS Connector

GIS Connector will require specific web services to be provided through your existing GIS system as well as a civil process layer to define zone/area assignments.

Terms

- License Payment terms: 100% of licensed software invoiced upon availability to download.

- Professional Services will be invoiced based on the following milestones:

Site Visit	10%
Installation of Software	10%
Delivery of Training Database	40%
Completion of Training	30%
Commencement of Operational Use	10%

- Initial Maintenance & Support invoiced at contract execution.





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced upon the day we make the Tyler Software available for you to download.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived for six months from the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services. Implementation and other professional services (including training) are billed and invoiced on a fixed fee basis in accordance with the following milestones, at the rates set forth in the Investment Summary.

Site visit	10%
Software installation	10%
Delivery of training database	40%
Training completed	30%
Use of Tyler Software in live production	10%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary include travel expenses for the scope of services quoted. Travel expenses for any additional scope will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. To the extent we are invoicing you for travel expenses, copies of receipts

will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are



governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.



Exhibit C Maintenance and Support Agreement

We will provide 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 Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date (unless another date is listed in the Investment Summary), 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, unless the parties mutually agree to some other notice period. 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 Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. 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.
 - 2.1 Your annual Maintenance and Support Fees may be further increased by agreement of both parties with respect to (a) maintenance and support of specific custom enhancements requested by you. You will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fees without affecting your entitlement to receive the remainder of any Version Release in which such enhancement is offered.
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 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;
 - 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) along with the appropriate documentation 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. When you log a Defect according to the Support Call Process, you must provide initially, or supplement within a commercially reasonable timeframe, enough information that allows us to confirm and/or recreate the Defect. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use an industry standard third-party secure unattended connectivity tool, such as Bomgar. 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. You acknowledge that, if you require us to use some remote connection tool or method other than those described herein, our ability to provide maintenance and support services as set forth herein and in the Support Call Process may be limited, and we will be relieved of any commitments to the extent our inability to provide our maintenance and support services is impacted by your connection requirements.

4.1 You agree to establish an internal help desk or its equivalent with subject matter experts who are knowledgeable of the Licensed Software, your infrastructure, and business processes. You agree to filter issues through your internal help desk to eliminate any non-application related issues prior to notification to Tyler of such Defect, including, but not limited to your infrastructure, user training, custom configurations, business processes, and data problems not caused by the Licensed Software. Any technical or other issue for which you request services, but which is not a Documented Defect, shall be treated as a request for other services.

5. Hardware and Other Systems. If you are a self-hosted customer and, 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, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; 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 attached to this Exhibit C at Schedule 1.



**Exhibit C
Schedule 1**

County and State Specific Maintenance and Support Services

Our county and state customers receive, as part of the annual maintenance and support services, the following additional services:

1. Access to an online Learning Management System for end users to connect to remotely and to receive ongoing training (or training for new end users). We make commercially reasonable efforts for such training to be on then-current releases of the Tyler Software and to address all commercially available applications of the Tyler Software.
2. For county customers, we also make available legislative change support.
 - 3.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.
 - 3.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.
 - 3.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees paid by all our customers within your state during that term.
 - 3.4 You are responsible for any fees in excess of the applicable limits under Section 3.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum per Section C(3) of the Agreement.
 - 3.5 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.



**Exhibit C
Schedule 2
Support Call Process – C&J**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (2) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation and other information including support contact information.
- (2) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (3) Program Updates – where development activity is made available for client consumption
- (4) Tyler University - online training courses on Tyler products

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

We will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each



month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority level which corresponds to the client’s needs and deadlines. Tyler and the client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technologies' software support consists of four types of personnel:

- (1) Application Support Representatives: responsible for responding & resolving incidents
- (2) Application Support Engineers: development staff responsible for providing technical assistance to the support representatives
- (3) Support Managers: responsible for the management of support teams
- (4) Support Account Managers: responsible for day to day account management.

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to your Support Account Manager. Your Support Account Manager will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of your database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to your system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

We will make commercially reasonable efforts to minimize the need for you to rely on Third Party Software or Third Party Hardware in order to operate the Tyler Software. To the any such Third Party Product is required, you are responsible for purchasing, installing and configuring all Third Party Hardware and Third Party Software at your expense. We will make available a list of Third Party Software that will be required to load a new release of the Tyler Software, if any, as well as list of Third Party Software components that have been certified as compatible with the Tyler Software.

We will have no liability for defects in the Third Party Hardware or Third Party Software. You are responsible for ensuring that you have current maintenance agreements with any Developers from whom you expect to receive maintenance and/or support on Third Party Software or Third Party Hardware.



Exhibit E Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

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

July 25, 2019

APPROVAL OF THE LICENSE AND SERVICES AGREEMENT WITH TYLER
TECHNOLOGIES FOR THE CIVIL SYSTEM SOFTWARE IN THE SHERIFF'S
OFFICE AT THE COST OF \$99,387.00.

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

- Section 1. That the Board hereby approves the license and services agreement with Tyler Technologies for the new civil system in the Sheriff's Office for \$99,387.00.
- Section 2. That the Sheriff is approved to sign the agreement.
- Section 3. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

400 West Fourth Street
 Davenport, Iowa 52801-1104
 Ph: (563) 328-4100
 www.scottcountyiowa.com



July 15, 2019

To: Mahesh Sharma, County Administrator
 From: Matt Hirst, Information Technology Director
 Subject: Backup Software Maintenance and Support

CommVault backup software license maintenance and support is due for renewal. CommVault is the software implemented by Information Technology to backup data at Scott County and SECC.

The bid summary is as follows:

<u>Vendor</u>	<u>Total</u>
ComSource	19,530.83
Kelyn	21,149.14
PCMG	21,360.00
Insight Public Sector	21,454.34
Bal's LLC	21,943.92
vCloud Tech	22,058.93

It is recommended that the Board approve the bid from ComSource in the amount of \$19,530.83.

The CommVault proposal provides Information Technology the ability to obtain the latest updates and patches to the software as well the support necessary to better utilize the data backup storage solution. The result is a more functional and dependable backup environment.

This contract was awarded to ComSource in the amount of \$18,119.60 last year. Budget dollars are available in the Information Technology Department operational budget to fund this contract.

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

July 25, 2019

APPROVING PURCHASE OF BACKUP SOFTWARE MAINTENANCE AND SUPPORT

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

Section 1. The purchase of CommVault backup software maintenance and support from ComSource in the amount of \$19,530.83 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 #11

7/23/19

July 15, 2019

To: Mahesh Sharma, County Administrator
From: Matt Hirst, Information Technology Director
Subject: IT Research and Advisory Membership

Scott County Information Technology has received a proposal for IT research and advisory membership services from InfoTech Research Group.

The proposal from InfoTech will provide Scott County IT one (1) year access to InfoTech IT research content and advisors.

The research and advisory membership from InfoTech includes:

- Guided technology implementations
- Technology purchase optimization
- Technology strategy and leadership best-practice toolkits
- Technology management and governance best-practice toolkits
- Vendor evaluations
- Application evaluations
- Applications and infrastructure best-practice toolkits.


It is recommended that the Board authorize the IT Director to sign a service agreement with the InfoTech Research Group as detailed in the attached proposal in the amount of \$18,600. Monies are available in the IT department budget to pay for this service.

Scott County IT has used technology advisory services for many years. Last year the service agreement with InfoTech Research Group cost \$12,000

The proposal from InfoTech Research Group for these services is attached.

Enc. (1)

Scott County Iowa
Service Proposal



Kristy Nicholson
Member Services Director
knicholson@infotech.com
1-888-670-8889 ext.3352
28/06/2019

Hi Matt,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at Scott County Iowa.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at Scott County Iowa. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Kristy Nicholson
Member Services Director
knicholson@infotech.com
1-888-670-8889 ext.3352

Info-Tech Research Group

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

Infotech.com

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP

Service Start Date: 21/07/2019

Contact: Matt Hirst

Scott County Iowa

Product	Description	Quantity	Subtotal	Discount	Total
Premium Seat	Premium access to Industry and Technology coverage, Advisory level access to Subject matter experts, full access to diagnostics	1.00	\$18,600.00	\$0.00	\$18,600.00
Team Seat	Full Web Research Access with selective diagnostic and contract review	9.00	\$21,600.00	\$21,600.00	\$0.00
Total Discounts:					\$21,600.00
Total:					\$18,600.00

All items stated on this document are in USD.

Payment terms: payable upon receipt of Invoice

Consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select & schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. Terms of Use are available at: <http://www.infotech.com/terms>. If there is a conflict between these terms of use and any purchase order terms and conditions, these terms of use shall prevail. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated above by the service start and end date, subject to an annual increase in the fee of 5%.

This proposal has a definite expiry date of 21/07/2019.

Please return this signed Service Agreement to Info-Tech by DocuSign, email knicholson@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this service agreement and in accordance with the terms of use.

Agreed Contract Term:

ONE-YEAR TERM

TWO-YEAR TERM

THREE-YEAR TERM

If you are tax exempt, please provide tax exemption certificate.

Name _____

Signature _____

Title _____

Date _____

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

July 25, 2019

APPROVING IT RESEARCH AND ADVISORY MEMBERSHIP

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

Section 1. The authority of the IT Director to sign a service agreement with
InfoTech Research Group in the amount \$18,600 is hereby approved.

Section 2. This resolution shall take effect immediately.

ROXANNA MORITZ C.E.R.A.
AUDITOR & COMMISSIONER OF ELECTIONS
600 W. 4TH Street
Davenport, Iowa 52801
Ph: (563) 326-8631 Fax: (563) 326-8601
Cell: (563) 370-3915
www.scottcountyiowa.com



July 15, 2019

To: Scott County Board of Supervisors
From: Roxanna Moritz, Scott County Auditor
RE: Assessors' Recommended Action on Business Property Tax Credit Applications

Pursuant to Iowa Code section 426C.3 my office is forwarding to you the recommendations of the Scott County Assessor and the Davenport City Assessor for allowance and disallowance of business property tax credit applications for the 2019 assessment year. The applications are physically stored in the respective Assessor's office and can be reviewed during regular business hours.

The Scott County Assessor received 115 new applications (involving 159 parcels), and is recommending disallowance for three applications and allowance for all other applications. The Davenport City Assessor received 179 new applications (involving 258 parcels) and is recommending allowance for all applications. Letters from each assessor and copies of the applications recommended for disallowance are included with this memorandum.

Pursuant to Iowa Code section 426C.6 if the board of supervisors disallows a claim for credit under section 426C.3, the board of supervisors shall send written notice, by mail, to the claimant at the claimant's last known address. The notice shall state the reasons for disallowing the claim for the credit.

DAVENPORT CITY ASSESSOR'S OFFICE

SCOTT COUNTY ADMINISTRATIVE CENTER

July 11, 2019

Roxanna Moritz
Scott County Auditor

RE: 426C Business Property Tax Credit Applications

Our office has processed and reviewed the Business Property Tax Credit applications that were submitted to our office for **2019** assessment year. We received 179 **new** applications requesting credits for 258 parcels. We are recommending approval of all of the applications we received. I have attached a list with parcel number, owner name and unit number.

All applications are available to view in our office. If you have any questions regarding this matter, please feel free to contact me.

Thank you,



Nick Van Camp, Assessor
Davenport City Assessor's Office

Enc

ParcelCredit Search Results

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Parcel Number	Owner Name	Effective Year	Credit Unit Nu	Property Class
G0023-09	SPEARS MARTHA L	2019	0001	C
J0040-11	MUNCHIE'S LLC	2019	0002	C
L0007-39	PERSONAL MARKETING RESEARCH INC	2019	0003	C
O2114-01	SUN MART PROPERTIES LLC	2019	0004	C
M1508-16B	REALTY INCOME PROPERTIES 17 LLC	2019	0005	C
O1623C04	REALTY INCOME PROPERTIES 17 LLC	2019	0005	C
S3223-06	MURRAY MARK A	2019	0006	C
X1221-26B	GOLDERMANN JENNIFER A	2019	0007	C
X1221-26C	GOLDERMANN JENNIFER A	2019	0007	C
E0035-07	LINDSAY PARK BOAT CLUB INC	2019	0008	C
N1816B16	WINTER'S HOLLOW LLC	2019	0009	C
N0855-01	STRIP CENTER ON UTICA LLC	2019	0010	C
P1301-22D	QCR HOLDINGS INC	2019	0011	C
W0407A02A	COLLINS HOLDINGS LLC	2019	0012	C
W0407A03A	COLLINS HOLDINGS LLC	2019	0012	C
W0407A03B	COLLINS HOLDINGS LLC	2019	0012	C
G0006-05	KJTLJ LLC	2019	0013	C
G0006-06A	KJTLJ LLC	2019	0013	C
K0011-31	RYAN PAUL	2019	0014	C
L0005-19	RDF LLC	2019	0015	C
G0024-22A	REDBAND PROPERTIES LLC	2019	0016	C
G0024-22B	REDBAND PROPERTIES LLC	2019	0016	C
N0735-07B	KHB HOLDINGS LLC	2019	0017	C
P1301A17A	TS BUSINESS GROUP LLC	2019	0018	C
20535-06B	1924 COMENTIZ DRIVE LLC	2019	0019	I
20535-02C	1924 COMENTIZ DRIVE LLC	2019	0020	C
T2057-16B	QC FAMILY DENTAL LLC	2019	0021	C
V3207-05A	RRL LLC	2019	0022	C
V3207-05B	RRL LLC	2019	0022	C
V3207-14	RRL LLC	2019	0022	C
V3207-15	RRL LLC	2019	0022	C
W0407A01B	CATHY M FULLER REVOC TRUST	2019	0023	C
B0058-39	DODGE BRIGID	2019	0024	C
L0001-10	CASTLE PAMELA J	2019	0025	C
L0013-16	LE CONG T	2019	0026	C
L0013-17	LE CONG T	2019	0026	C
M1508-17A	EIG KIMBERLY WEST LLC	2019	0027	C
M1508-34	EIG KIMBERLY WEST LLC	2019	0027	C
N1709-02	NIKI BELL LLC	2019	0028	C
P1301-03	RYDER JON S II	2019	0029	C
P1301-04	RYDER JON S II	2019	0029	C
Y0817-02K	ROYCE DAVENPORT LLC	2019	0030	C
H0063-33	BATTEN JAMES V	2019	0031	C
L0016A18	RY HOLDINGS LLC	2019	0032	C

Parcel Number	Owner Name	Effective Year	Credit Unit Nu	Property Class
P1310A04	E & W PROPERTIES SERIES ONE LLC	2019	0033	C
W0405B03	IRON MAN LEASING LLC	2019	0034	C
W3351-02B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-05C	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-13B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-14B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-15B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-16B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-17B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-18B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-19B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-20B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-21B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-22B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-23B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-24B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-25B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-26B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-27B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-28B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-29B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-30B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-31B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-32B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-33B	SILVER CREEK COMMONS LLC	2019	0035	C
W3351-35B	SILVER CREEK COMMONS LLC	2019	0035	C
Y0917-12M	JBNN HOLDINGS LLC	2019	0036	C
H0057-18	ALMANZA RODRIGUEZ PROPERTIES LLC	2019	0037	C
W3355-09	TAT2 SPORTS LLC	2019	0038	C
X1201-01A	NORTH BRADY REAL ESTATE LLC	2019	0039	C
A0057-25A	THE GROWING TREE INC	2019	0040	C
E0031-35	PEGASUS 62 IOWA LLC	2019	0041	C
G0025-28	FARRAJ AHMAD R	2019	0042	C
L0001-05	JOSES TIRES #2 LLC	2019	0043	C
O2103-03	CULVER DANIEL	2019	0044	C
P1309A08	CRONK DAVID W	2019	0045	C
X1221-25D	LINDSEY DUANE C	2019	0046	C
M1510C12A	IDC RE HOLDINGS LLC	2019	0047	C
P1301-10A	ORA LLC	2019	0048	C
P1316-19	FIREWORK LEASING LLC	2019	0049	C
V3207-09	IMPERIAL INVESTMENTS-RE LLC	2019	0050	C
V3237-01	BT BRIDGE LC	2019	0051	C
T2435-03	XL DEVELOPMENT LLC	2019	0052	C
X0255-43A	SPETH PROPERTIES LLC	2019	0053	C

ParcelCredit Search Results

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Parcel Number	Owner Name	Effective Year	Credit Unit Nu	Property Class
X0255-44A	SPETH PROPERTIES LLC	2019	0053	C
X3553-10A	323 HOLDINGS LLC	2019	0054	C
X1221-26I	BELLE LA VIE PROPERTIES LLC	2019	0055	C
Y0717-09A	SENNE PROPERTY INVESTMENTS IA LLC SERIES TEN	2019	0056	C
J0045-09	VRANA VINCENT D	2019	0057	C
G0010-51B	1606 BRADY ASSOC LP	2019	0058	C
G0010-29	LK DIVERSIFIED INC	2019	0059	C
G0010-42	LK DIVERSIFIED INC	2019	0059	C
X3539-18	KIDZ III LLC	2019	0060	I
X3539-19	KIDZ III LLC	2019	0060	I
G0049-06	KPH PROPertes LLC	2019	0061	C
G0049-07A	KPH PROPertes LLC	2019	0061	C
G0049-09	KPH PROPertes LLC	2019	0061	C
G0049-13	KPH PROPertes LLC	2019	0062	C
C0063-22	J & S REAL ESTATE HOLDINGS LLC	2019	0063	C
E0030-39A	BEFFEL BLDG LLC	2019	0064	C
F0002-02B	GURU NANAK FOOD MART INC	2019	0065	C
J0059-03D	GJ INVESTMENTS LLC	2019	0066	C
K0020-04	JENSEN KARL K	2019	0067	C
K0020-05	JENSEN KARL K	2019	0067	C
L0001-22	NGUYEN VAN CONG	2019	0068	C
L0006-30	FSN PROPERTIES LLC	2019	0069	C
L0003-06	BAEZA ADRIAN CARRILLO	2019	0070	C
N0737-16	2519 E 53RD ST- JS LLC	2019	0071	C
N0853-02M	UTICA CROSSING LLC	2019	0072	C
N1715-06	AMARA HOTEL DAVENPORT LLC	2019	0073	C
O2107-01	TNT DEVELOPMENT LLC	2019	0074	C
O2107B15	SFN REAL ESTATE LLC	2019	0075	C
O2107B16	SFN REAL ESTATE LLC	2019	0075	C
P1209-11	ISENBERG ROBERT C	2019	0075	C
P1308-07A	UNIVERSITY OF IOWA COMMUNITY CREDIT	2019	0076	C
P1312C01A	RIVER LLC	2019	0077	C
P1313A12	SHALOM PROPERTIES LLC	2019	0078	I
20535-18C	KOLB DREW C	2019	0079	C
U1723-30A	RINA PROPERTIES LLC	2019	0080	C
W0439-01A	NEW TKG-STORAGEMART PARTNERS PORTFOLIO LLC	2019	0081	C
W0439-01B	NEW TKG-STORAGEMART PARTNERS PORTFOLIO LLC	2019	0081	C
X0203-06	KGRD GREEN BAY LLC	2019	0082	C
Y0719-01D	TM & AC3 LLC	2019	0083	C
L0016A28B	RANZOW LLC	2019	0084	C
G0055-19	GOLD PLASMA LLC	2019	0085	C
G0055-20	GOLD PLASMA LLC	2019	0085	C

ParcelCredit Search Results

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Parcel Number	Owner Name	Effective Year	Credit Unit Nu	Property Class
G0055-49	GOLD PLASMA LLC	2019	0085	C
F0006-20A	PAY PHONES UNLIMITED INC	2019	0086	C
G0055-16	VZ PROPERTIES LLC	2019	0087	C
G0055-17	VZ PROPERTIES LLC	2019	0087	C
J0008-09	NICELY SCOTT A	2019	0088	C
J0008-10	NICELY SCOTT A	2019	0088	C
J0047-04	NICELY SCOTT A	2019	0088	C
J0048-08B	NICELY SCOTT A	2019	0088	C
J0049-01	NICELY SCOTT A	2019	0089	C
L0015-15	MATTISON HOLDINGS LLC	2019	0090	C
L0015-16	MATTISON HOLDINGS LLC	2019	0090	C
L0015-17	MATTISON HOLDINGS LLC	2019	0090	C
L0015-18	MATTISON HOLDINGS LLC	2019	0090	C
L0015-20	MATTISON HOLDINGS LLC	2019	0090	C
K0045-03	ZINSLI JAMES L	2019	0091	C
V0649-01B	SNIDER'S WEST KIMBERLY IRREV TRUST	2019	0092	C
H0006-47A	QUAD CITY IA RUPPEL LLC	2019	0093	C
H0006-48	QUAD CITY IA RUPPEL LLC	2019	0093	C
R0528-01C	GLEN E GIERKE MARITAL TRUST	2019	0094	C
E0035-04	MHS COOPERATIVE INC	2019	0095	C
J0040-09	SJM PROPERTIES LLC	2019	0096	C
J0040-061	SJM PROPERTIES LLC	2019	0097	C
U0951-04A	MATZEN JENTZ	2019	0098	C
W2839A11	KRAFT HEINZ FOODS COMPANY	2019	0099	I
E0030-27	WISOR PROPERTIES LLC	2019	0100	C
E0030-30A	WISOR PROPERTIES LLC	2019	0100	C
E0030-31	WISOR PROPERTIES LLC	2019	0100	C
F0054-06D	MARINE SPECIALTIES	2019	0101	C
I0002B01L	MISSISSIPPI VALLEY FAIR INC	2019	0102	C
J0042-02	BRP II LLC	2019	0103	C
J0054-30	BRP II LLC	2019	0104	C
J0054-31	BRP II LLC	2019	0104	C
L0015-08	FRANCO MANUEL	2019	0105	C
L0016A13B	MARIE H BECHTEL CHARITABLE TRIST	2019	0106	C
N0712A01	WCT INVESTMENTS LLC-DAVENPORT SERIES	2019	0107	C
N0712A02	WCT INVESTMENTS LLC-DAVENPORT SERIES	2019	0107	C
N0712A03	WCT INVESTMENTS LLC-DAVENPORT SERIES	2019	0107	C
N0712A04	WCT INVESTMENTS LLC-DAVENPORT SERIES	2019	0107	C
N0712A05	WCT INVESTMENTS LLC-DAVENPORT SERIES	2019	0107	C
N0833-01K	BETHANY ENTERPRISES INC	2019	0108	C
P1214-02	METRO FIBERNET LLC	2019	0109	C
W2733-03	STERILITE CORPORATION	2019	0110	I
Y0817-02J	SHRI KRISHNA INC	2019	0111	C
D0044-04	KJTLJ LLC	2019	0112	C

ParcelCredit Search Results

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Parcel Number	Owner Name	Effective Year	Credit Unit Nu	Property Class
G0025-34	MIDWEST PROPERTY HOLDINGS LLC	2019	0113	C
J0041-05A	MATAR ABDALHADI	2019	0114	C
L0006-23C	3RD & RIPLEY LLC	2019	0115	C
L0006-23D	3RD & RIPLEY LLC	2019	0115	C
N0853-03A	SAIBABA REAL ESTATE LLC	2019	0116	C
N0855-02A	SAIBABA REAL ESTATE LLC	2019	0116	C
N0855-100	SOPHIE VENTURES LLC	2019	0117	C
N0855-110	SOPHIE VENTURES LLC	2019	0117	C
N0855-120	SOPHIE VENTURES LLC	2019	0117	C
N0855-130	SOPHIE VENTURES LLC	2019	0117	C
P1309A06	DHCU COMMUNITY CREDIT UNION	2019	0118	C
P1415-11	LAW BUILDING CO LLP	2019	0119	C
T2053-01B	JL REAL ESTATE HOLDINGS LLC	2019	0120	C
W3333-05G	C F J PROPERTIES	2019	0121	C
X1107A01	LOFFREDO GARDENS INC	2019	0122	C
X1107AOLA	LOFFREDO GARDENS INC	2019	0122	C
X1201-07B	JANET L TRISSEL REVOC TRUST	2019	0123	C
Y0817-01A	DEERE HARVESTER CREDIT UNION	2019	0124	C
Y0821-02	WARRIOR ENTERPRISES LLC	2019	0125	C
X1223-01	OGS LLC	2019	0126	C
L0010-34B	CBI BANK & TRUST	2019	0127	C
N0855-03E	BEST PLACE IN TOWN LLC	2019	0128	C
P1216-01A	MCBY HOLDINGS LLC	2019	0129	C
X1221-26E	NEILSON CARMAN M	2019	0130	C
X1221-26F	MCNEILL BEVERLY R	2019	0130	C
J0053-42C	RIPPLE AND FRENELL AUTO SALES INC	2019	0131	C
L0010-33D	RIVER MUSIC EXPERIENCE	2019	0132	C
N2902B15	SENNE PROPERTY INVESTMENTS IA LLC	2019	0133	C
P1306-02C	MAR-CHAR ENTERPRISES INC	2019	0134	C
T1739-16	DC & YS INC	2019	0135	C
W3305-01C	DEERE & COMPANY	2019	0136	C
Y0723-02E	COSTCO WHOLESALE CORPORATION	2019	0137	C
A0059-41	BARTON LIVING TRUST	2019	0138	C
A0059-01	BARTON LIVING TRUST	2019	0139	C
A0059-03	BARTON LIVING TRUST	2019	0139	C
G0027-15T	BOLTON WILLIAM C	2019	0140	C
L0012-11	LUXURY HOLDINGS INC	2019	0141	C
L0015-01A	BASTOLA REAL ESTATE LLC	2019	0142	C
L0016-19A	BASTOLA REAL ESTATE LLC	2019	0142	C
L0014-05A	SARA MINI MART INC	2019	0143	C
N0709A01	53RD LUXURY LLC	2019	0144	C
N1810-51A	MAY RONALD A	2019	0145	C
O2105-07	WBI REAL ESTATE LLC	2019	0146	C
R0507-27A	ACTION AUTO REPAIR & TOWING LLC	2019	0147	C

ParcelCredit Search Results

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Parcel Number	Owner Name	Effective Year	Credit Unit Nu	Property Class
X1123-28	IPE1031 REV307 LLC	2019	0148	C
P1214-10	KEVIN J HUPP REVOC TRUST	2019	0149	C
Y0817-03H	LEVERAGED HOLDINGS LLC	2019	0150	C
X1221-07C	TURN-KEY PROPERTIES DAVENPORT LLC	2019	0151	C
N1815-06I	TURN-KEY PROPERTIES OF DAVENPORT LLC	2019	0152	C
N1815-06J	TURN-KEY PROPERTIES OF DAVENPORT LLC	2019	0152	C
C0017-41	HEINRICY BRANDI	2019	0153	C
J0059-03	WALLACE DANIEL P	2019	0154	C
N0849-01A	FURN USA IA LLC	2019	0155	C
G0054-37	RICHARD I VESOLE 401K PROFIT SHARING PLAN	2019	0156	C
G0054-38	RICHARD I VESOLE 401K PROFIT SHARING PLAN	2019	0156	C
G0054-39	RICHARD I VESOLE 401K PROFIT SHARING PLAN	2019	0156	C
O2103-05B	CENTENO HUGO	2019	0157	C
N0839-10A	LEVERAGED HOLDINGS LLC	2019	0158	C
L0006-17E	GFR LLC	2019	0159	C
L0006-18	GFR LLC	2019	0159	C
20519-05A	ALBROS REALTY COMPANY INC	2019	0160	C
Y0823-02	PEDIATRIC OFFICES LLC	2019	0161	C
Z0001-19M	UNITE PRIVATE NETWORKS LLC	2019	0162	C
L0022-02	CITY OF DAVENPORT	2019	0163	C
P1405-07A	TF DAVENPORT IA LLC	2019	0164	C
K0051-13	RIVER BEND STORAGE LLC	2019	0165	C
O2103-04	LOVE OF STYLE LLC	2019	0166	C
X0205-03A	C & S PROPERTIES II LC	2019	0167	C
G0056-17A	BRADY MIDCENTURY LLC	2019	0168	C
G0056-07B	BRADY MIDCENTURY LLC	2019	0169	C
J0059-02	LEGACY COMPANIES	2019	0170	I
L0014-21	CEDILLO GERALD	2019	0171	C
L0014-31	NEWMAN'S ARCADE & AMUSEMENT LLC	2019	0172	C
L0014-32	NEWMAN'S ARCADE & AMUSEMENT LLC	2019	0172	C
L0014-33	NEWMAN'S ARCADE & AMUSEMENT LLC	2019	0172	C
N0710A03	ED SPEER CONSTRUCTION INC	2019	0173	C
N0710AOLA	ED SPEER CONSTRUCTION INC	2019	0173	C
N0709A02	SHEILA M SPEER LIVING TRUST	2019	0174	C
R0902-03A	POTTER THEODORE	2019	0175	I
Y0823-03B	SHEILA M SPEER LIVING TRUST	2019	0176	C
Y0823-OLA	SHEILA M SPEER LIVING TRUST	2019	0176	C
Y0817-02L	OGAD PROPERTIES LLC	2019	0177	C
Y0901B01	MCCARTHY IMPROVEMENT CO	2019	0178	C
H0056-42	SAM FOOD LLC	2019	0179	C

OFFICE OF THE COUNTY ASSESSOR

600 West 4th Street
Davenport, Iowa 52801-1030



Office: (563) 326-8635
Fax: (563) 328-3218
www.scottcountyiowa.com

TOM MCMANUS
Assessor

JOHN KELLY
Deputy Assessor

July 12, 2019

TO: Scott County Auditor, Roxanna Moritz

RE: 2019 Business Property Tax Credit Application Iowa Code 426C.3

Our office has completed a current list of the businesses within Scott County (excluding Davenport) who have filed for business property tax credit for the 2019 assessment year. There have been 115 new applications for credits to apply to 159 parcels.

Our office received 3 applications on Residential parcels which are ineligible for the credit. Attached is the applications for disallowance.

All applications are available to view in our office. If you have and questions regarding this matter, please contact me or Beth Haney @ ext 8636.

Thank you,

Tom McManus,
Scott County Assessor

PARCEL #	OWNERSHIP AND "DOING BUSINESS AS"	CLASS	YEAR	2019 UNIT #
850433501	SENNE PROPERTY INVESTMENTS IA LLC SERIES SIX	C	2019	5001
850433228	SENNE PROPERTY INVESTMENTS IA LLC SERIES SIX	C	2019	5001
842403808	BRUCE A SOUKUP REVOCABLE TRUST	C	2019	5002
842403809	BRUCE A SOUKUP REVOCABLE TRUST	C	2019	5002
931155315--2	HAYCRAFT DAVID A & JANET R	C	2019	5003
823653301	HTC REAL ESTATE LLC	C	2019	5004
020749013	DOROTHY A GIBSON REVOCABLE TRUST	C	2019	5005
842860007	KGRD GREEN BAY LLC	DC	2019	5006
842723801	KGRD GREEN BAY LLC	C	2019	5007
931155207--2	C: MMW HOLDINGS LLC	C	2019	5008
84285911002	FROW IRENE E	C	2019	5009
9311632041	102 N 1ST STREET LLC	C	2019	5010
950243104031	PRINCETON CHICKEN COUPE STORAGE LLC	C	2019	5011
95024310303	PRINCETON CHICKEN COUPE STORAGE LLC	C	2019	5011
842617022	MARK L BRENNY REVOCABLE LIVING TRUST	C	2019	5012
953560903081	JO ANN MCNURLIN FAMILY TRUST	DC	2019	5013
931150905142	LIVINGSTON PROPERTIES LLC	C	2019	5014
842339016	QUAD A PROPERTIES LLC	I	2019	5015
842737007--1	CONTRACT: FOURA LLC	DC	2019	5016
851803201	GUHIN'S HOLDINGS LLC	C	2019	5017
842863214061	KGRD GREEN BAY LLC	C	2019	5018
953505107081	Jiya FOODMART INC	C	2019	5019
842005702	J & L RICHARD PROPERTIES LLC	C	2019	5020
850339102	AKN LECLAIRE LLC	C	2019	5021
843403101	ROBERT L TAYLOR REVOCABLE TRUST	C	2019	5022
8421193321	IOA PROPERTIES LLC	C	2019	5023
842751004	SIVYER STEEL CASTINGS LLC	I	2019	5024
843403101	SIVYER STEEL CASTINGS LLC	I	2019	5024
842751002	SIVYER STEEL CASTINGS LLC	I	2019	5025
842751005	SIVYER STEEL CASTINGS LLC	I	2019	5025
03350390401	GREEN KEVIN D; GREEN ROBIN R	C	2019	5026
842353002	ALUMINUM COMPANY OF AMERICA/ARCONIC	C	2019	5027
842651001	ALUMINUM COMPANY OF AMERICA/ARCONIC	C	2019	5028
8426350041	ALCOA INC/ARCONIC	I	2019	5029
8426370011	ALUMINUM COMPANY OF AMERICA/ARCONIC	I	2019	5030
842449001	ALUMINUM COMPANY OF AMERICA/ARCONIC	I	2019	5031
842607001	ALUMINUM COMPANY OF AMERICA/ARCONIC	I	2019	5031
842639001	ALUMINUM COMPANY OF AMERICA/ARCONIC	I	2019	5031
842649001	ALUMINUM COMPANY OF AMERICA/ARCONIC	I	2019	5031
842635002	ALCOA INC/ARCONIC	I	2019	5032
842635003	ALCOA INC/ARCONIC	I	2019	5032
851803202	GIAMMETTA DOMENIC	C	2019	5033
841351901	BETTINDUSTRIAL LLC	C	2019	5034
84240330A	BETTINDUSTRIAL LLC	C	2019	5034
842403806	BETTINDUSTRIAL LLC	C	2019	5034

842403807	BETTINDUSTRIAL LLC	C	2019	5034
84240380A	BETTINDUSTRIAL LLC	C	2019	5034
84240380B	BETTINDUSTRIAL LLC	C	2019	5034
842403810	BETTINDUSTRIAL LLC	C	2019	5034
8420403811	BETTINDUSTRIAL LLC	C	2019	5034
842403812	BETTINDUSTRIAL LLC	C	2019	5034
842403813	BETTINDUSTRIAL LLC	C	2019	5034
842403902	BETTINDUSTRIAL LLC	C	2019	5034
842403903	BETTINDUSTRIAL LLC	C	2019	5034
842119305	ARO PROPERTIES LLC	C	2019	5035
820661001	J & J STORAGE FACILITY LLC	C	2019	5036
84285110410	SCHROEDER DENISE NELSON	C	2019	5037
8231350051	E & O PROPERTIES INC	C	2019	5038
84210360A	C & H GROUP LLC	C	2019	5039
850206902091	1948 DEGREES INVESTMENTS LLC	C	2019	5040
841339003	ALTER TRADING CORPORATION	C	2019	5041
932449202	DISCOVERY LEARNING CENTER LLC	C	2019	5042
842203101	FIRST EQUITY MANAGEMENT LC	C	2019	5043
842203102	FIRST EQUITY MANAGEMENT LC	C	2019	5043
923019701	STERLING PARTNERS I LLC	C	2019	5044
842601008	ALUMINUM COMPANY OF AMERICA/ARCONIC	C	2019	5045
842203801	J & K INVESTMENT COMPANY LLC	C	2019	5046
842203802	J & K INVESTMENT COMPANY LLC	C	2019	5046
842403801	BETTINDUSTRIAL LLC	C	2019	5047
842403802	BETTINDUSTRIAL LLC	C	2019	5047
822503001--M	UNITE PRIVATE NETWORKS LLC	C	2019	5048
842403901	RON'S TOY BOX TOO LLC	C	2019	5049
841737702	SPRUCE HILL HOSPITALITY LLC	C	2019	5050
840203204	FORREST GROVE HOSPITALITY LLC	C	2019	5051
84286410907	DT BETTENDORF LLC	C	2019	5052
720608101	BELVILLE JOSHUA D	C	2019	5053
840203201	MIDDLE & 80 LLC	C	2019	5054
840203202	MIDDLE & 80 LLC	C	2019	5054
840203203	MIDDLE & 80 LLC	C	2019	5054
840203205	MIDDLE & 80 LLC	C	2019	5054
840203206	MIDDLE & 80 LLC	C	2019	5055
840203208	MIDDLE & 80 LLC	C	2019	5055
840203105	MIDDLE & 80 LLC	C	2019	5056
840203106	MIDDLE & 80 LLC	C	2019	5056
840203107	MIDDLE & 80 LLC	C	2019	5056
84153710LA1	JCO STORAGE LLC	C	2019	5057
851803302	FOUR SEASONS HOLDINGS LLC	C	2019	5058
841405801	WYNDHAM TOWN CENTER LLC	C	2019	5059
720501201	TOWNE & COUNTRY MANOR DEVELOPMENT CORP	C	2019	5060
953537302	SHACKELFORD PATRICK & CHRISTINA	C	2019	5061
842403301	GRD DEVELOPMENT LLC	C	2019	5062
820621502	BURT ENTERPRISES LLC	C	2019	5063

851803301	AV8 LLC	C	2019	5064
943653002--S	MAGIC MEDIA INC - BILLBOARD	C	2019	5065
950205007	DGPRIA001 LLC	C	2019	5066
0431011B11	APEX CARWASHES LLC	C	2019	5067
943639003	CLAUSSEN PEGGY L	C	2019	5068
720503201	ARK UNDERGROUND LLC	C	2019	5069
9311553112	BAINTER PROPERTIES LLC	I	2019	5070
842205108	PAULI KEITH E	C	2019	5071
931151201	WANG STEVE C & DINAH H	C	2019	5072
823157101041	HAINES AMBER D	C	2019	5073
85180140LZ	ETHODD PROPERTIES LLC	C	2019	5074
851801402	ETHODD PROPERTIES LLC	C	2019	5075
8427392281	MANATTS INC	C	2019	5076
841721201--L	SBA CENTRAL ACQUISITION 2015 LLC	C	2019	5077
841737703	KWIK TRIP INC	C	2019	5078
8415535011	KWIK TRIP INC	C	2019	5079
840203207	KWIK TRIP INC	C	2019	5080
820605201	FERRIS ENTERPRISE CO	I	2019	5081
820605202	FERRIS ENTERPRISE CO	I	2019	5081
7206071021	SPECIAL NEEDS TRUST FBO JASON COUSSENS	C	2019	5082
912523102	ROSEROCK HOLDINGS LLC	C	2019	5083
842849106071	DT BETTENDORF LLC	DC	2019	5084
850321102	PREMIER LECLAIRE IA LLC	C	2019	5085
84210360B	D: STEPHENSON M E & MARGARET DUNCAN SHAWN	C:	2019	5086
842203610	GEIFMAN FOOD STORES INC	C	2019	5087
8413511003	JJZ DEVELOPMENT LLC	C	2019	5088
8413511004	JJZ DEVELOPMENT LLC	C	2019	5088
8413511005	JJZ DEVELOPMENT LLC	C	2019	5088
8413511006	JJZ DEVELOPMENT LLC	C	2019	5088
8413511007	JJZ DEVELOPMENT LLC	C	2019	5088
8413511010	JJZ DEVELOPMENT LLC	C	2019	5089
8413511011	JJZ DEVELOPMENT LLC	C	2019	5089
8413511012	JJZ DEVELOPMENT LLC	C	2019	5089
842203702	KRE LLC	C	2019	5090
842751201	JCO STORAGE LLC	C	2019	5091
842751202	JCO STORAGE LLC	C	2019	5091
842723803	KGRD GREEN BAY LLC CRAFT LOVE DIY WORKSHOP	C	2019	5092
842723802	KGRD GREEN BAY LLC - IOSSI WINDOWS & SIDING	C	2019	5093
8428580091	CAROL A BOWE LLC	I	2019	5094
953560904081	C: GSV RIVER RENTALS LLC	DC	2019	5095
953553901051	C: GSV RIVER RENTALS LLC	C	2019	5096
84286210711	ISENBERGER DUANE G & ISENBERGER TAMMIE A	C	2019	5097
841737704	CDCQC LLC	C	2019	5098
841753004	CDCQC LLC	C	2019	5098
841737705	CDCQC LLC	C	2019	5098
823149001--M	UNITE PRIVATE NETWORKS LLC	C	2019	5099

8413511013	MORRIS BARRY	C	2019	5100
840937012	UNIVERSITY OF IOWA COMMUNITY CREDIT UNION	C	2019	5101
841555602	UNIVERSITY OF IOWA COMMUNITY CREDIT UNION	C	2019	5102
7214550031	LINWOOD MINING AND MINERALS CORP	I	2019	5103
721305004	LINWOOD MINING & MINERALS CORP	C	2019	5104
721305005	LINWOOD MINING & MINERALS CORP	C	2019	5105
721321002	LINWOOD MINING & MINERALS CORP	C	2019	5105
71321001	LINWOOD MINING & MINERALS CORP	C	2019	5105
721333003	LINWOOD STONE PRODUCTS CO	C	2019	5106
721303001	LINWOOD STONE PRODUCTS CO	C	2019	5106
721319001	LINWOOD STONE PRODUCTS CO	C	2019	5106
721317001	LINWOOD STONE PRODUCTS CO	C	2019	5106
721251001	LINWOOD STONE PRODUCTS CO	C	2019	5106
721337001	LINWOOD STONE PRODUCTS CO	C	2019	5106
95353720204	RLLC LLC	C	2019	5107
8502061030A1	C: KYDEC PROPERTIES LLC	DC	2019	5108
041252124105	CLAUSSEN KEITH	C	2019	5109
04125212210	CLAUSSEN TRUST FBO KEITH R CLAUSSEN	C	2019	5110
841737115--12	UTICA RIDGE PROPERTY LLC	C	2019	5111
841737701	CDCQC LLC	C	2019	5112
841737706	CDCQC LLC	C	2019	5112

RECEIVED



OCT 02 2018

Application for Business Property Tax Credit

SCOTT COUNTY ASSESSOR

Iowa Code Chapter 426C.3

Initial Application Reapplication By Owner Only

This application must be received by the city or county assessor where the property is located by July 1. An application received after July 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.Iowa-Assessors.org

Applicant Contact Information PLEASE PRINT Name: KLINDT HARVEY A (Deed) || KLINDT CAROL E (Deed) || KLINDT DAVID A (Deed) || KLINDT SARA M (Deed) Mailing Address: Phone: 5633268635 Email: assessor@scottcountyiowa.com

Date: 09/28/2018 City/County Assessing Jurisdiction: Scott County / City of Davenport, Iowa Owner's Name: KLINDT HARVEY A (Deed) || KLINDT CAROL E (Deed) || KLINDT DAVID A (Deed) || KLINDT SARA M (Deed) Parcel Number(s): 942751006 Property Address: 21410 210TH ST, SCOTT COUNTY

I certify that this parcel, or property unit, as defined in Iowa Code section 426C.1, is classified and taxed as commercial, industrial, or railway property under chapter 434. I certify that the property is not rented or leased to low-income individuals or families as authorized by section 42 of the Internal Revenue Code.

I certify that the property/property unit indicated above is not a mobile home park, manufactured home community, land-leased community, or assisted living facility, as those terms are defined in section 441.21, subsection 13, or property primarily used or intended for human habitation containing three or more separate dwelling units and not eligible for the credit.

I certify the property unit identified above is eligible for the credit.

Signed: 9/28/2018

Written notification must be given to the assessor if this property unit ceases to qualify for the credit.

Office Use Only: Assessment Year Applicable: 2019

Assessor or Authorized Representative: I recommend that the application be: Allowed Disallowed Signed: [Signature] Date: 10/2/18 Parcel is Residential

Board of Supervisors Allowed Disallowed Date:

County # Year of Application Unit # # of Parcels Sequence

RECEIVED

APR 16 2019



SCOTT COUNTY ASSESSOR

Application for Business Property Tax Credit

Iowa Code Chapter 426C.3

Initial Application Reapplication By Owner Only

This application must be received by the city or county assessor where the property is located by July 1. An application received after July 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.Iowa-Assessors.org

Applicant Contact Information PLEASE PRINT Name: G&M PROPERTY INVESTMENTS LLC (Deed) Mailing Address: 315 Woolf Ave, Iowa City, IA 52246 Phone: 319-358-8980 Email: gmvanbeek@gmail.com

Date: 04/16/2019 City/County Assessing Jurisdiction: Scott County / City of Davenport, Iowa Owner's Name: G&M PROPERTY INVESTMENTS LLC (Deed) Parcel Number(s): 841651413 Property Address: 3316 SOUTH HAMPTON DR, BETTENDORF

I certify that this parcel, or property unit, as defined in Iowa Code section 426C.1, is classified and taxed as commercial, industrial, or railway property under chapter 434. I certify that the property is not rented or leased to low-income individuals or families as authorized by section 42 of the Internal Revenue Code.

I certify that the property/property unit indicated above is not a mobile home park, manufactured home community, land-leased community, or assisted living facility, as those terms are defined in section 441.21, subsection 13, or property primarily used or intended for human habitation containing three or more separate dwelling units and not eligible for the credit.

I certify the property unit identified above is eligible for the credit.

[Signature]

Signed: 4/16/2019

Written notification must be given to the assessor if this property unit ceases to qualify for the credit.

Office Use Only: Assessment Year Applicable: _____

Assessor or Authorized Representative:

I recommend that the application be: Allowed Disallowed

Signed: _____ Date: _____

Board of Supervisors

Allowed Disallowed

Date: _____

County # Year of Application Unit # # of Parcels Sequence

54-024a (03/06/17)

Property Residential Does Not Qualify.

1005

RECEIVED



MAY 09 2019

SCOTT COUNTY ASSESSOR

Application for Business Property Tax Credit

Iowa Code Section 426C.3

Initial Application

Reapplication By Owner Only

This application must be received by the city or county assessor where the property is located by July 1. An application received after July 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.Iowa-Assessors.org.

Applicant/Owner Contact Information - Please Print

Name: Kwik Trip Inc, a Wisconsin Corporation

Mailing Address: 11210 Oak St. Ladrosse WI 54603

Phone (608): 793-5467 eMail: afritsch@kwiktrip.com

Date: 5/3/19 City/County Assessing Jurisdiction: Scott

Owner's Name: Kwik Trip Inc, a Wisconsin Corporation

Parcel Numbers (attach additional sheets if necessary):

850339002 850339008

Property Address: 934 Eagle Ridge Rd Le Claire IA 52753

I certify that this parcel, or property unit, as defined in Iowa Code section 426C.1, is classified and taxed as commercial, industrial, or railway property under chapter 434. I certify that the property is not rented or leased to low-income individuals or families as authorized by section 42 of the Internal Revenue Code.

I certify that the property/property unit indicated above is not a mobile home park, manufactured home community, land-leased community, or assisted living facility, as those terms are defined in section 441.21, subsection 13, or property primarily used or intended for human habitation containing three or more separate dwelling units and not eligible for the credit.

I certify the property unit identified above is eligible for the credit.

Signature: [Signature] Title: President, CFO of Kwik Trip Date: 5/3/19

Written notification must be given to the assessor if this property unit ceases to qualify for the credit.

Office Use Only: Assessment Year Applicable: 2019

Assessor or Authorized Representative:

I recommend that the application be: allowed: disallowed:

Signed: [Signature] Date: 5/9/19

Board of Supervisors: allowed: disallowed: Date:

County #: Year of Application: Unit #:

of Parcels: Sequence:

* Lots Residential For 2019

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

July 25, 2019

APPROVING THE ASSESSMENT YEAR 2019 BUSINESS PROPERTY TAX CREDIT APPLICATIONS AS RECOMMENDED FOR ALLOWANCE AND DISALLOWANCE BY THE SCOTT COUNTY ASSESSOR AND THE DAVENPORT CITY ASSESSOR

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

Section 1. The assessment year 2019 Business Property Tax Credit Applications as recommended for allowance by the Scott County Assessor (totaling 115 new applications) and the Davenport City Assessor (totaling 179 new applications) and as filed in the respective Assessor's Offices are hereby allowed.

Section 2. The assessment year 2019 Business Property Tax Credit Application as recommended for disallowance by the Scott County Assessor (three applications) and as filed in the Scott County Assessor's Office are hereby disallowed.

Section 3. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1030

Ph: (563) 326-8702 Fax: (563) 328-3285

www.scottcountyiowa.com



July 16, 2019

TO Mahesh Sharma, County Administrator

FROM: David Farmer, Budget & Administrative Services Director

SUBJ: Recommended Allowances/Disallowance of the 2019 Homestead Tax Credits and Military Exemptions & Disabled Veterans Homestead Tax Credit Applications

State law requires the Board of Supervisors each year approve to allow or disallow Homestead Tax Credits, Military Exemptions and Disabled Veterans Homestead Tax Credit Applications as recommended by the Assessor's offices to the County Auditor.

The County Assessor is recommending allowance of all applications, and the Davenport City Assessor is recommending allowance of all but two Disabled Veterans Homestead Applications and two Homestead Applications. Information is attached.

cc: Tom McManus, Scott County Assessor
Nick VanCamp, Davenport City Assessor
Ann Wegener, Accounting Specialist, Treasurer's Office
Wes Rostenbach, Accounting & Tax Manager, Auditor's Office

ROXANNA MORITZ C.E.R.A.
AUDITOR & COMMISSIONER OF ELECTIONS
600 W. 4TH Street
Davenport, Iowa 52801
Ph: (563) 326-8631 Fax: (563) 326-8601
Cell: (563) 370-3915
www.scottcountyiowa.com



July 15, 2019

To: Scott County Board of Supervisors
From: Roxanna Moritz, Scott County Auditor
RE: Assessors' Recommended Action of Homestead Credits, Disabled Veterans Homestead Credits and Military Exemptions

Pursuant to Iowa Code Section 425.3 my office is forwarding to you the recommendations of the Scott County Assessor and the Davenport City Assessor for allowance and disallowance of homestead credit applications. Also, pursuant to Iowa Code Section 426A.14 my office is forwarding to you the recommendations of the Scott County Assessor and the Davenport City Assessor for allowance and disallowance of military service tax exemptions and tax credits.

The applications are physically stored in the respective Assessor's office. The Scott County Assessor is recommending that all applications be allowed. The Davenport City Assessor is recommending that two applications for disabled veteran homestead tax credit be disallowed, that two homestead applications be disallowed, and that all other applications be allowed. Letters from each assessor and copies of the applications recommended for disallowance are included with this memorandum.

Pursuant to Iowa Code Section 425.3 (for homesteads) and 426A.14 (for military exemptions) if the Board disallows a claim the Board is required to send written notice to the claimant that the claim has been disallowed and the reason(s) for the disallowance.

OFFICE OF THE COUNTY ASSESSOR

600 West 4th Street
Davenport, Iowa 52801-1030



Office: (563) 326-8635
Fax: (563) 328-3218
www.scottcountyiowa.com

TOM MCMANUS
Assessor

JOHN KELLY
Deputy Assessor

July 11, 2019

TO: Scott County Auditor
Scott County Board of Supervisors

RE: Homestead Credit, Disabled Veterans Homestead Credit & Military Exemption Applications

Our office has completed a current list of those persons within Scott County who have filed for homestead tax credits, disabled veteran homestead tax credits and the military service property tax exemptions for the 2019 assessment year.

Per Iowa Administrative Code 701.80 the assessor may not refuse to accept an application but can recommend for its disallowance.

Based upon our continuing audit of the filings, I am requesting that the Board of Supervisors pass a resolution allowing all credits and exemptions.

The entire 2019 list of credits and exemptions will be kept in this office.

Thank you,

Tom McManus, Assessor
Scott County Assessor's Office

DAVENPORT CITY ASSESSOR'S OFFICE

SCOTT COUNTY ADMINISTRATIVE CENTER

July 11, 2019

Roxanna Moritz
Scott County Auditor
Scott County Administrative Center
Davenport, Iowa 52801

RE: Homestead Tax Credit Applications – 1154 New Applications
Military Exemption Applications – 151 New Applications
Disabled Veterans Homestead Tax Credit Applications – 33 New Applications

The above referenced applications for 2019 are on file in the Davenport City Assessor's Office and are also stored in the County's Tyler Tax V.X Application File.

There are currently 138 Disabled Veterans Homestead Tax Credit Applications on file of which 33 are 2019 applications. Of those 138 applications, 127 will not have a tax bill to pay and the other 11 will have minimal taxes because their land is over the allowed ½ acre.

In accordance with Iowa Code Chapter 425.3, the assessor shall submit in writing the reasons for the recommendation to the county auditor. The county auditor shall forward the claims to the board of supervisors.

We recommend allowance of all 2019 applications listed above.

We recommend disallowance of these two Disabled Veterans Homestead Applications:

- | | | |
|--------------|---------------------------------|----------------------|
| 1) D0012-05A | 2443 Arbor Drive | Regina K. Draper |
| 2) T1733-02 | 4955 W. 39 th Street | Hallie M. Westercamp |

Both of these veterans are paid at the 100% rate but neither qualifies because they are not considered totally and permanently disabled. They are each receiving a regular Homestead Tax Credit and Military Tax Exemption.

We also recommend disallowance of the following two homestead applications:

- | | | |
|-------------|-------------------------|-----------------|
| 1) W0318-41 | 7104 Volquardsen Avenue | Paul A. Tomkins |
|-------------|-------------------------|-----------------|

Applied online and email stated that they reside in Florida

- | | | |
|-------------|------------------|-----------------|
| 2) N1813A15 | 3427 Forest Road | Steve C. Caudle |
|-------------|------------------|-----------------|

Applied online and has homestead on another property and will not respond to inquiries regarding ownership or residency.

I am attaching copies of the four applications which we would like you to disallow for 2019. If you need further clarification, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Nick Van Camp". The signature is written in a cursive, slightly slanted style.

Nick Van Camp
Davenport City Assessor

Enc
cc: Scott County Board of Supervisors



Denied for 2019
Not Permanent

Clear Form

Application for Disabled Veteran Homestead Tax Credit Iowa Code Section 425.15

This application must be filed with your city or county assessor by July 1 of the assessment year. Upon the filing and allowance of the claim, the claim is allowed on that homestead for successive years without further filing as long as the person qualifies for the homestead credit and qualifies as one of the four categories of 'owner' under Iowa Code section 425.15. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.iowa-Assessors.org

Applicant Contact Information - Please Print

Name: Regina K. Draper
Phone: (816) 516-8465 Email: rkd65@yahoo.com
Jurisdiction: Scott Country Taxing District: DAD

I, Regina K. Draper swear or affirm that I am the owner of the following homestead property described legally as: Parcel D0012-05A

Address: 2443 Arbor Drive, Davenport, Iowa 52803

Select one eligibility requirement below and attach a copy of the letter from U.S. Department of Veteran Affairs indicating applicant meets eligibility requirements pursuant to Iowa Code Section 425.15.

- I am a veteran who acquired the property under the provision of United States code 38 U.S.C §21.801, §21.802 OR 38 U.S.C §2101, §2102.
- I am a veteran as defined in Iowa Code Section 35.1. **Select one of the two boxes below:**
 And I have a permanent service connected disability rating of 100%.
 And I have a permanent and total disability rating based on individual unemployment paid at the 100% disability rate.
- I am a former member of the National Guard of any state who otherwise meets the service requirements of Iowa Code section 35.1 subsection 2, paragraph "b", subsection (2) or (7), with a service-connected disability rating of one hundred percent.
Select one of the two boxes below:
 And I have a permanent service connected disability rating of 100%.
 And I have a permanent and total disability rating based on individual unemployment paid at the 100% disability rate.
- I am a surviving spouse or child who is receiving dependency and indemnity compensation (DIC) pursuant to 38 U.S.C §1301 et seg.

I have not and will not claim during this calendar year, a military service tax exemption on any property located in Iowa.

Note: Any person making a false claim for credit or any persons who together act with fraudulent intent to obtain this credit shall be guilty of a fraudulent practice.

Date property was acquired: 04/08/2011 Method acquired: Deed: Contract: Other:

I certify that a smoke detector meeting the requirement of Iowa Code section 100.18
Check one: has been installed OR will be installed within thirty days of the filing of this application.
Applicant Signature: Regina K. Draper Date: 24 June 18

Written notification must be provided to the assessor if the circumstances change and result in a taxpayer being ineligible for the credit, or conveyance of this property, or its discontinued use as your homestead.

Assessor Use Only: I recommend that this application be allowed ___ disallowed ___ Date: _____

Parcel #: _____ Assessor or Authorized Representative: _____

Board of Supervisors Use Only: Credit Allowed: _____ Disallowed: _____

Representative of the Board of Supervisors: _____ Date: _____

1/7



Denied for 2019 - Not Permanent

Clear Form

Application for Disabled Veteran Homestead Tax Credit Iowa Code Section 425.15

This application must be filed with your city or county assessor by July 1 of the assessment year. Upon the filing and allowance of the claim, the claim is allowed on that homestead for successive years without further filing as long as the person qualifies for the homestead credit and qualifies as one of the four categories of 'owner' under Iowa Code section 425.15. Contact information for all assessors can be found at the Iowa State Association of Assessors website www.Iowa-Assessors.org

Applicant Contact Information - Please Print

Name: Hallie M. Westercamp
Phone: (563) 650-5870
Email: halliethornton@yahoo.com
Jurisdiction: Taxing District:

I Hallie M. Westercamp swear or affirm that I am the owner of the following homestead property described legally as: Lot 6&11, Sec 17, Twnshp 78N, Rng 3E, BK 58, PG 559, Scott County, Iowa, APN :T1733-02

Address: 4955 W 39th St. Davenport, IA. 52806

Select one eligibility requirement below and attach a copy of the letter from U.S. Department of Veteran Affairs indicating applicant meets eligibility requirements pursuant to Iowa Code Section 425.15.

- I am a veteran who acquired the property under the provision of United States code 38 U.S.C §21.801, §21.802 OR 38 U.S.C §2101, §2102.
I am a veteran as defined in Iowa Code Section 35.1. Select one of the two boxes below:
And I have a permanent service connected disability rating of 100%.
And I have a permanent and total disability rating based on individual unemployability paid at the 100% disability rate.
I am a former member of the National Guard of any state who otherwise meets the service requirements of Iowa Code section 35.1 subsection 2, paragraph "b", subsection (2) or (7), with a service-connected disability rating of one hundred percent.
Select one of the two boxes below:
And I have a permanent service connected disability rating of 100%.
And I have a permanent and total disability rating based on individual unemployability paid at the 100% disability rate.
I am a surviving spouse or child who is receiving dependency and indemnity compensation (DIC) pursuant to 38 U.S.C §1301 et seg.

I have not and will not claim during this calendar year, a military service tax exemption on any property located in Iowa.

Note: Any person making a false claim for credit or any persons who together act with fraudulent intent to obtain this credit shall be guilty of a fraudulent practice.

Date property was acquired: 11/01/2014 Method acquired: Deed: Contract: Other: 14-28156

I certify that a smoke detector meeting the requirement of Iowa Code section 100.18

Check one: has been installed OR will be installed within thirty days of the filing of this application.

Applicant Signature: Hallie Westercamp Date: 02/12/2019

Written notification must be provided to the assessor if the circumstances change and result in a taxpayer being ineligible for the credit, or conveyance of this property, or its discontinued use as your homestead.

Assessor Use Only: I recommend that this application be allowed disallowed Date:

Parcel #: Assessor or Authorized Representative:

Board of Supervisors Use Only: Credit Allowed: Disallowed:

Representative of the Board of Supervisors: Date:

2019

Deny for 2019 -

To the Assessor's Office of Scott County / City of Davenport, Iowa



Application for Homestead Tax Credit

Iowa Code Chapter 425

Florida Resident

This application must be filed or mailed to your city or county assessor by July 1 of the year in which the credit is first claimed. It must be postmarked by July 1. Upon filing and allowance of the claim, the claim is allowed on that homestead for successive years without further filing as long as the person qualifies for the homestead credit. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.Iowa-Assessors.org

Applicant Contact Information
PLEASE PRINT

Name: TOMKINS PAULA A (Deed) Phone: Email:

Owner's Name: TOMKINS PAULA A (Deed)

Property Address of Homestead: 7104 VOLQUARSEN AV, DAVENPORT

Mailing Address (if different than above): _____

Legal Description (optional): REPLAT RIDGEVIEW PARK

I became the owner of the homestead on: 12/12/2017 by deed by contract by inheritance other

Evidence of ownership on file as shown in Book/Page or Instrument No. 2017-34136

I began to occupy this homestead on this date: 12/12/2017 and will occupy the dwelling house, in good faith, on July 1 and for at least six months during that calendar year, or I am confined in a nursing home, extended-care facility, or hospital and the homestead is maintained and not leased or rented, or I am on active duty in the military.

I declare residency in Iowa for purposes of income taxation and that no other application for homestead credit has been filed on other property.

Previous Address 324 13th Avenue, Silvis, IL 61282

Do you still own the previous address? Yes No If Yes, is the property for sale rent?
Was this property part of a distribution made pursuant to Iowa Code chapter 598 (Dissolution of Marriage)? Yes No

Paula A Tomkins Date: 8/28/2018

I certify that a smoke detector or smoke detectors meeting the requirements of Iowa Code section 100.18 and 661 Iowa Administrative Code chapter 210:

has been installed **OR** will be installed within 30 days of the filing of this application

This homestead contains a fuel-fired heater or appliance, a fireplace, or an attached garage: Yes No

If Yes, I certify that a carbon monoxide alarm meeting the requirements of Iowa Code section 100.18:

has been installed **OR** will be installed within 30 days of filing this application

Paula A Tomkins Date: 8/28/2018

Written notification must be given to the assessor upon conveyance of this property or its discontinued use as your homestead.

Assessor or Authorized Representative
Parcel Number: W0318-41

I recommend that the application be:

Allowed
 Disallowed

Signed: *Kathleen Lavery* Date: 8-29-18

Board of Supervisors

Allowed Disallowed Date: _____

Signed: _____

Disallow for 2019 - will not respond to questions about homestead on H0064-20

To the Assessor's Office of Scott County / City of Davenport, Iowa



Application for Homestead Tax Credit

Iowa Code Chapter 425

This application must be filed or mailed to your city or county assessor by July 1 of the year in which the credit is first claimed. It must be postmarked by July 1. Upon filing and allowance of the claim, the claim is allowed on that homestead for successive years without further filing as long as the person qualifies for the homestead credit. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.Iowa-Assessors.org

Applicant Contact Information PLEASE PRINT

Name: CAUDLE STEVE C (Deed) Phone: 5635059717 Email: sccjr10@yahoo.com

Owner's Name: CAUDLE STEVE C (Deed)

Property Address of Homestead: 3427 FOREST RD, DAVENPORT

Mailing Address (if different than above): _____

Legal Description (optional): PEETERS' 22ND ADD

I became the owner of the homestead on: 6/15/2018 by deed by contract by inheritance other

Evidence of ownership on file as shown in Book/Page or Instrument No. 2018-15770

I began to occupy this homestead on this date: 6/15/2018 and will occupy the dwelling house, in good faith, on July 1 and for at least six months during that calendar year, or I am confined in a nursing home, extended-care facility, or hospital and the homestead is maintained and not leased or rented, or I am on active duty in the military.

I declare residency in Iowa for purposes of income taxation and that no other application for homestead credit has been filed on other property.

Previous Address 2139 West 5th Street Davenport, IA 52802 H0064-21 - STEVEN C JR SOLD 6/21/18

Do you still own the previous address? Yes No If Yes, is the property for sale rent?

Was this property part of a distribution made pursuant to Iowa Code chapter 598 (Dissolution of Marriage)? Yes No

Steve Caudle Date: 4/26/2019

I certify that a smoke detector or smoke detectors meeting the requirements of Iowa Code section 100.18 and 661 Iowa Administrative Code chapter 210:

has been installed OR will be installed within 30 days of the filing of this application

This homestead contains a fuel-fired heater or appliance, a fireplace, or an attached garage: Yes No

If Yes, I certify that a carbon monoxide alarm meeting the requirements of Iowa Code section 100.18:

has been installed OR will be installed within 30 days of filing this application

Steve Caudle Date: 4/26/2019

Written notification must be given to the assessor upon conveyance of this property or its discontinued use as your homestead.

Assessor or Authorized Representative

Parcel Number: N1813A15

I recommend that the application be:

Allowed
 Disallowed

Signed: _____ Date: _____

Board of Supervisors

Allowed Disallowed

Date: _____

Signed: _____

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

July 25, 2019

APPROVING THE 2019 HOMESTEAD TAX CREDIT AND MILITARY EXEMPTION
APPLICATIONS AS RECOMMENDED FOR ALLOWANCE AND DISALLOWANCE BY
THE DAVENPORT CITY ASSESSOR AND THE SCOTT COUNTY ASSESSOR

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

Section 1. All 2019 Homestead Property Tax Credit and Military Property Tax Exemption Applications as recommended for allowance by the Davenport City Assessor and Scott County Assessor and as filed in the respective Assessor's Offices are hereby approved.

Section 2. The two 2019 Disabled Veterans Homestead Property Tax Credit Applications recommended for disallowance by the Davenport City Assessor are hereby disallowed. The two 2019 homestead applications recommended for disallowance by the Davenport City Assessor are hereby disallowed.

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.scottcountyiowa.com



July 16, 2019

TO: Mahesh Sharma, County Administrator

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

RE: FY20 Budget Amendment

On August 8, 2019, the County will present its official public hearing on the 2020 Budget Amendment. This budget amendment is to recognize the issuance of debt for the SECC 911 radio project, the use of proceeds to be paid to SECC and to refund the 2009 A Build America Bonds General Obligation Bonds. The Budget Amendment will be presented in the County's two official newspapers on July 24, 2019. The amendment is scheduled to be approved August 8, 2019.

The proposed amendment form is attached, however to meet the publication deadline it was submitted to the newspapers on July 17, 2019.

COUNTY NAME: Scott	NOTICE OF PUBLIC HEARING AMENDMENT OF CURRENT COUNTY BUDGET	CO NO: 82
-------------------------------------	--	----------------------------

The County Board of Supervisors will conduct a public hearing on the proposed amendment to the current County budget as follows:

Meeting Date: August 8, 2019	Meeting Time: 5:00 PM	Meeting Location: 600 West Fourth Street, Davenport, IA
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At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, the proposed amendment. An approved budget amendment is required in order to permit increases in any class of expenditures as last certified or last amended.

County Telephone No.:	For Fiscal Year Ending: 6/30/2020
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Iowa Department of Management Form 653 A-R Sheet 1 of 2 (Publish) (revised 05/01/14)	Total Budget as Certified or Last Amended	Proposed Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES			
Taxes Levied on Property	1 56,084,819	0	56,084,819
Less: Uncollected Delinquent Taxes - Levy Year	2 12,619	0	12,619
Less: Credits to Taxpayers	3 2,321,650	0	2,321,650
Net Current Property Taxes	4 53,750,550	0	53,750,550
Delinquent Property Tax Revenue	5 12,619	0	12,619
Penalties, Interest & Costs on Taxes	6 590,000	0	590,000
Other County Taxes/TIF Tax Revenues	7 7,195,284	0	7,195,284
Intergovernmental	8 12,187,023	0	12,187,023
Licenses & Permits	9 832,645	0	832,645
Charges for Service	10 6,413,272	0	6,413,272
Use of Money & Property	11 1,029,099	0	1,029,099
Miscellaneous	12 1,032,496	0	1,032,496
Subtotal Revenues	13 83,042,988	0	83,042,988
Other Financing Sources:			
General Long-Term Debt Proceeds	14 0	14,562,592	14,562,592
Operating Transfers In	15 15,928,447	0	15,928,447
Proceeds of Fixed Asset Sales	16 210,000	0	210,000
Total Revenues & Other Sources	17 99,181,435	14,562,592	113,744,027
EXPENDITURES & OTHER FINANCING USES			
Operating:			
Public Safety & Legal Services	18 34,289,553	0	34,289,553
Physical Health & Social Services	19 6,398,499	0	6,398,499
Mental Health, ID & DD	20 5,396,295	0	5,396,295
County Environment & Education	21 5,422,061	0	5,422,061
Roads & Transportation	22 7,378,600	0	7,378,600
Government Services to Residents	23 2,665,913	0	2,665,913
Administration	24 12,840,617	0	12,840,617
Nonprogram Current	25 0	0	0
Debt Service	26 3,402,239	6,345,897	9,748,136
Capital Projects	27 11,777,170	11,816,695	23,593,865
Subtotal Expenditures	28 89,570,947	18,162,592	107,733,539
Other Financing Uses:			
Operating Transfers Out	29 15,928,447	0	15,928,447
Refunded Debt/Payments to Escrow	30 0	0	0
Total Expenditures & Other Uses	31 105,499,394	18,162,592	123,661,986
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32 (6,317,959)	(3,600,000)	(9,917,959)
Beginning Fund Balance - July 1,	33 36,357,975	0	36,357,975
Increase (Decrease) in Reserves (GAAP Budgeting)	34 0	0	0
Fund Balance - Nonspendable	35 187,308	0	187,308
Fund Balance - Restricted	36 14,900,734	(3,600,000)	11,300,734
Fund Balance - Committed	37 0	0	0
Fund Balance - Assigned	38 4,937,734	0	4,937,734
Fund Balance - Unassigned	39 10,014,240	0	10,014,240
Total Ending Fund Balance - June 30,	40 30,040,016	(3,600,000)	26,440,016

Explanation of changes:

To appropriate proceeds for SECC 911 radio project and to refund the 2009A debt service.

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

July 25, 2019

APPROVING THE SETTING OF A PUBLIC HEARING ON AN AMENDMENT TO THE
COUNTY'S CURRENT FY20 BUDGET

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

Section 1. A public hearing date on an amendment to the County's current FY20 Budget is set for Thursday, August 8, 2019 at 5:00 p.m.

Section 2. The County Auditor is hereby directed to publish notice of said amendment as required by law.

Section 3. This resolution shall take effect immediately.

ISSUANCE OF GENERAL OBLIGATION
COMMUNICATIONS AND REFUNDING
BONDS, SERIES 2019

429256-32

Davenport, Iowa

July 25, 2019

The Board of Supervisors of Scott County, Iowa, met on the above date, at _____ o'clock
____.m. at _____, Davenport, Iowa.

The meeting was called to order by the Chairperson, and the roll was called showing the
following Supervisors present and absent:

Present: _____

Absent: _____.

It was reported that, on July 11, 2019, the Board of Supervisors had approved the sale of the
County's \$12,680,000 General Obligation Communications and Refunding Bonds, Series 2019, and
that it was now necessary for the Board to adopt a resolution authorizing the issuance of those Bonds.

Supervisor _____ introduced the following resolution, related to issuance of
the County's General Obligation Communications and Refunding Bonds, Series 2019, and moved its
adoption, seconded by Supervisor _____. After due consideration and discussion, the
Chairperson put the question upon the adoption of said resolution, and the roll being called, the
following Supervisors voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.

• • Other Business • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

RESOLUTION NO. _____

Resolution authorizing and approving a Loan Agreement, providing for the issuance of General Obligation Communications and Refunding Bonds, Series 2019 and directing the levy of taxes to pay the same

WHEREAS, the Board of Supervisors (the “Board”) of Scott County, Iowa (the “County”), previously issued its Taxable General Obligation Emergency Service Communication Bonds, Series 2009A (Build America Bonds-Direct Pay) (the “Series 2009A Bonds”); and

WHEREAS, in the resolution authorizing the issuance of the Series 2009A Bonds, the County reserved the right to call for prepayment prior to maturity any or all of the Series 2009A Bonds maturing on and after June 1, 2020 on June 1, 2019 or any date thereafter (the “Callable 2009A Bonds”); and

WHEREAS, the Board has also heretofore proposed to enter into one or more loan agreements (the “Loan Agreement”) and issue not to exceed \$19,300,000 general obligation communications and refunding bonds, in one or more series, pursuant to the provisions of Section 331.402, Section 331.441(2)(b)(6) and (17) and Section 331.443 of the Code of Iowa, for the purpose of (1) refunding all or a portion of the Callable 2009A Bonds, (2) paying the cost of acquiring, constructing, improving and equipping a global peace officer and other emergency services communication system for multiple jurisdictions, including without limitation radio equipment, towers, antennas, transmission lines, DC power plant, alarm systems and other equipment and infrastructure necessary for the system (the “Project”), and (3) paying related costs of issuance, and has published notice and held a hearing on the proposal; and

WHEREAS, the Board has determined to offer for sale General Obligation Communications and Refunding Bonds, Series 2019, in an amount not to exceed \$12,680,000 (the “Bonds”); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the County’s obligation under the Loan Agreement were received and canvassed on behalf of the County and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of BOK Financial Securities, Inc., Dallas, Texas (the “Purchaser”) is determined to be the best, such bid proposing the lowest interest cost to the County; and

WHEREAS, the Purchaser has executed a certain Official Bid Form/Sale Agreement (the “Sale Agreement”) with respect to the Loan Agreement and the Bonds, and the Board has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds or have to repeat all purposes including refunding;

NOW, THEREFORE, Be It Resolved by the Board of Supervisors of Scott County, Iowa, as follows:

Section 1. The County shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the Board, providing for a loan to the County in the principal amount of \$12,680,000, for the purposes set forth in the preamble hereof.

The Chairperson of the Board and County Auditor are hereby authorized and directed to sign the Loan Agreement on behalf of the County, and the Loan Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the County under the Loan Agreement, in the total aggregate principal amount of \$12,680,000, to be dated the date of delivery, in the denomination of \$5,000 each, or any integral multiple thereof, maturing annually on June 1 in each of the years, in the respective principal amounts and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2020	\$ 900,000	5.000%	2025	\$2,180,000	5.000%
2021	\$1,740,000	5.000%	2026	\$1,185,000	5.000%
2022	\$1,835,000	5.000%	2027	\$ 845,000	5.000%
2023	\$1,920,000	5.000%	2028	\$ 55,000	5.000%
2024	\$2,020,000	5.000%			

Section 3. UMB Bank, n.a., is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent”. The County shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the Board; the Chairperson and County Auditor are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the County; and the Registrar/Paying Agent Agreement is hereby approved.

The Bonds are not subject to optional redemption.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2019. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the County with the official manual or facsimile signature of the Chairperson of the Board and attested with the official manual or facsimile signature of the County Auditor, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the County kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the County upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the County determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the County will discontinue the book-entry system with DTC. If the County does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the County will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the County identifies a qualified securities depository to replace DTC, the County will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interest in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the County to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The County will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the County, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the County to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the County to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA

STATE OF IOWA

SCOTT COUNTY

GENERAL OBLIGATION COMMUNICATIONS AND REFUNDING BOND, SERIES 2019

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____ %	June 1, _____	August 12, 2019	

Scott County (the "County"), Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, NY

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2019, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the County at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Communications and Refunding Bonds, Series 2019 (the "Bonds"), issued in the aggregate principal amount of \$12,680,000 by the County to evidence its obligation under a certain Loan Agreement, dated as of August 12, 2019 (the "Loan Agreement").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 331.402(3) and 331.443 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the County Board of Supervisors authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan

Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds are not subject to optional redemption.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the County in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The County, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the County, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the County for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the County, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, Scott County, Iowa, by its Board of Supervisors, has caused this Bond to be executed with the duly authorized facsimile signature of its Chairperson and attested with the duly authorized facsimile signature of its County Auditor, all as of August 12, 2019.

SCOTT COUNTY, IOWA

By (DO NOT SIGN)
Chairperson, Board of Supervisors

Attest:

(DO NOT SIGN)
County Auditor

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, N.A.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration, authentication and delivery to or upon the direction of the Purchaser, upon receipt of the loan proceeds (the "Proceeds"), and all action heretofore taken in connection with the Loan Agreement and the sale of the Bonds is hereby ratified and confirmed in all respects.

The Proceeds shall be used to pay costs of issuance, refund the Callable 2009A Bonds, and pay Project costs, as set forth in the County's closing and tax certificate. The County shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the County in each of the years while the Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the County the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$2,329,000;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$2,337,000;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$2,330,250;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$2,334,250;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$2,393,250;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$1,289,250;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$890,000; and

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$57,750.

The County has appropriated sufficient amounts for the payment of debt service on December 1, 2019 and June 1, 2020.

Section 8. A certified copy of this resolution shall be filed with the County Auditor, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the

tax levy for Debt Service Fund purposes of the County and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the County and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the County which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and, if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the County's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current available funds of the County in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the County that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the County covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The Bonds are not "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the County will execute and deliver a Continuing Disclosure Certificate pursuant to which the County will undertake to comply with the Rule. The County covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the County are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Chairperson of the Board of Supervisors and the County Auditor (or their acting designees) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 25, 2019.

Chairperson, Board of Supervisors

Attest:

County Auditor

STATE OF IOWA

SS:

SCOTT COUNTY

I, the undersigned, County Auditor of Scott County, do hereby certify that as such Auditor I have in my possession or have access to the complete records of the County and of its Board of Supervisors and officers and that I have carefully compared the transcript hereto attached with those records and that the transcript hereto attached is a true, correct and complete copy of all the records in relation to the issuance of General Obligation Communications and Refunding Bonds, Series 2019 of the County evidencing the County's obligation under a Loan Agreement and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Supervisors to enter into the Loan Agreement, to issue the Bonds or to levy taxes to pay the principal of and interest on the Bonds.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2020, and subsequent years as provided in the resolution

WITNESS MY HAND this _____ day of July, 2019.

County Auditor