

SCOTT COUNTY BOARD OF SUPERVISORS
COMMITTEE OF THE WHOLE/BOARD MEETING



AGENDA

THURSDAY, APRIL 16, 2020
BOARD ROOM 1ST FLOOR ADMINISTRATIVE CENTER
CALL-IN INFORMATION: **1-408-418-9388
Access code 624-879-587
5:00 P.M.

PUBLIC NOTICE is hereby given that the Scott County Board of Supervisors meeting will be held by electronic telephone conference with the call originating from the Scott County Administrative Center with MINIMAL public access in an effort to mitigate the spread of COVID-19. The public will be allowed into the Scott County Administrative Center Board Room at 4:45 P.M. **The public may join the meeting by phone by 1-408-418-9388 and entering the access code 624-879-587. Please place your phone on mute until you are called upon from the Chairman. The electronic meeting is allowed by Iowa Code Section 21.8(1)(b) as it is necessary to provide direction from the Board for several time-sensitive issues listed on the agenda.

Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

Pledge of Allegiance

Approval of Minutes:

April 2, 2020 Committee of the Whole and Board Meeting combined.

Moved by _____ Second by _____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

Facilities & Economic Development:

1. Professional design services for four intersection road improvements.

_____ 1. Resolution approving the contract for professional design services to perform preliminary and final design of four intersection road improvements in Scott County Project No. L-821-73-82 on U.S. Highway 61 and 112th Avenue.

Moved by _____ Second by _____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

2. Bridge Funding Agreements for a concrete slab bridge on 20th Avenue over Mud Creek in Cleona Township, and a concrete slab bridge on 20th Avenue over a Tributary to Mud Creek in Liberty Township.

____ 2a. Resolution for an agreement for the use of federal aid funds for Bridge Replacement projects BRS-CHBP-C082(60) in Cleona Township and BRS-CHBP-C082(63) in Liberty Township.

Moved by ____ Second by ____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

____ 2b. Resolution approving a 28E Intergovernmental agreement between Scott County, Cedar County, and the City of Bettendorf for Bridge Replacement Projects.

Moved by ____ Second by ____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

3. Purchase of one used van for the Sheriff's Office.

____ 3. Resolution approving the award of bid for the purchase of one used van for the Sheriff's Office from Hiland Toyota in the amount of \$19,273.77.

Moved by ____ Second by ____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

4. Demolition contract for the Hazard Mitigation Grant project for the demolition of residential structures on property in the Wapsipicon River 100 year floodplain.

____ 4. Resolution approving the bid and awarding the contract for the demolition of the residential structures at 31379 Scott Park Road to Holst Trucking and Excavating, Inc. in the total amount of \$10,200.00.

Moved by ____ Second by ____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

Human Resources:

5. Staff appointments.

____ 5. Resolution approving staff appointments.

Moved by ____ Second by ____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

6. Over-hire full-time deputy due to retirement.

____ 6. Resolution approving the temporary over-hire of a 1.0 full time equivalent (FTE) Deputy Sheriff due to a retirement.

Moved by ____ Second by ____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

Finance & Intergovernmental:

7. Debt Reissuance for Ridgecrest.

_____7. Resolution fixing a date for a hearing on the proposed amendments to revenue bonds and certain documents related to the issuance of such revenue bonds for May 14, 2020 at 5:00 p.m. during the Board Meeting.

Moved by _____ Second by _____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

8. Memorandum of agreement with WellSpire.

_____8. Resolution authorizing the execution of a Memorandum of Agreement with WellSpire, LLC, and fixing a date for a hearing on the proposed issuance of conduit revenue bonds for May 14, 2020 at 5:00 p.m. during the Board Meeting.

Moved by _____ Second by _____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

9. Update on COVID-19 related to finances/grants. (no action)

10. Approval of accounts payable.

_____10. Resolution approving warrants in the amount of \$1,325,132.53 and purchasing card transactions in the amount of \$136,074.20.

Moved by _____ Second by _____ Roll Call: Kinzer, Maxwell, Beck, Knobbe, Croken

Other Items of Interest:

11. Other items

_____Adjourned

Moved by _____ Second by _____

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
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WEB SITE - www.scottcountyiowa.com



ANGELA K. KERSTEN, P.E.
County Engineer

ELLIOTT R. PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Senior Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Professional Design Services

DATE: April 7, 2020

Our department, the Sheriff's Department, and the Iowa Department of Transportation are concerned with the safety of the U.S. Highway 61 and 112th Avenue intersection. There have been several crashes at this intersection over the past several years. The intersection is two-way stop controlled with stop signs on 112th Avenue. Many of the crashes reported at this intersection have involved vehicles turning left onto U.S. Highway 61. Since U.S. Highway 61 has a 55 mph speed limit, the crashes are typically serious in nature, and have resulted in injuries to the vehicle occupants.

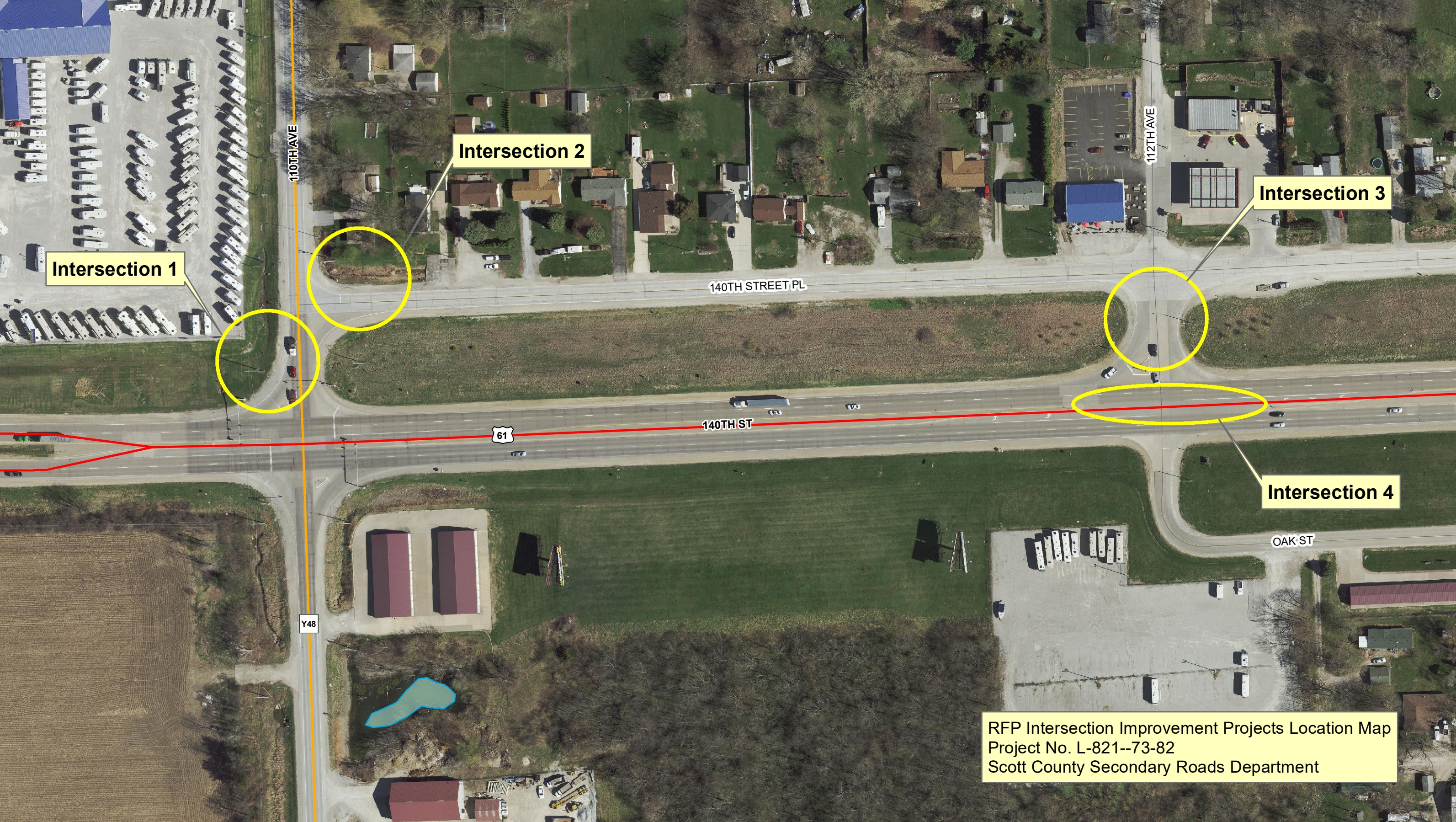
A Traffic and Safety Study was performed to identify potential improvements that could be made to this intersection. In order to fully understand the characteristics of the 112th Avenue intersection, the adjacent intersections of 110th Avenue and 115th Avenue/118th Street were also evaluated. Project L-821--73-82 will incorporate safety recommendations from the study at the intersections of 110th Avenue and 112th Avenue. We are also working with Planning and Development and Kwik Star regarding the possibility of installing a traffic signal at the 115th Avenue/118th Street intersection with U.S. Highway 61.

We requested proposals from five qualified engineering firms to provide professional design services pertaining to the preliminary and final design of four intersection improvement projects that are in FY2021 of our construction program. Project No. L-821--73-82 includes improvements that will be made at U.S. Highway 61 and 110th Avenue, 140th Street Place and 110th Avenue, 112th Avenue and U.S. Highway 61, and the median area on U.S. Highway 61 at 112th Avenue. Please see the attached project location map.

We received proposals from three consultants. The consultants were evaluated on their experience and expertise with similar projects, the experience of their proposed project team and key members, the overall quality of their sample deliverable documents, their ability to perform work within the given time-frame, and fees.

We are recommending that IIW, P.C., of Davenport, be selected to perform the professional design services for preliminary and final design of project L-821--73-82. The contract estimate is \$22,100 for preliminary and final design. This firm has recently performed design work utilizing Iowa Department of Transportation standards and specifications for our department and this type of design work is a core component of their services. IIW was founded in 1982, is employee-owned since 1999, and is well known and respected as a roadway and bridge design consultant.

The fee to perform this work is included in our FY2020 budget. We are recommending that Scott County enter into an agreement with, IIW, P.C., to perform this work.



Intersection 1

Intersection 2

Intersection 3

Intersection 4

RFP Intersection Improvement Projects Location Map
Project No. L-821--73-82
Scott County Secondary Roads Department

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

April 16, 2020

APPROVAL OF THE CONTRACT FOR PROFESSIONAL DESIGN SERVICES TO
PERFORM PRELIMINARY AND FINAL DESIGN OF FOUR INTERSECTION ROAD
IMPROVEMENT DESIGNS: PROJECT NO. L-821--73-82

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

Section 1. That Scott County enters into a contract with
IIW, P.C., for professional design services
to perform preliminary and final design of four
intersection road improvement designs:
Project No. L-821--73-82

Section 2. That the County Engineer be authorized to sign
the contract document on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

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

ELLIOTT PENNOCK, E.I.T.
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Angie Kersten, P.E.
County Engineer

SUBJ: Bridge Replacement Projects

DATE: April 7, 2020

These resolutions are to approve the federal funding agreement between Scott County and the Iowa Department of Transportation (IaDOT) and a 28E Agreement between Scott County, Cedar County, and the City of Bettendorf for bridge replacement projects. In August of 2019, the State of Iowa was awarded \$33,442,000 through the Federal Highway Administration Competitive Highway Bridge Program (CHBP) grant to replace 77 bridges. Scott County was awarded a portion of this federal funding to be used toward the cost of replacing two structurally deficient bridges detailed below:

Project No. BRS-CHBP-C082(60)--GB-82 (9 Cleona) is a 100' x 30.5' Continuous Concrete Slab Bridge replacement of an existing 100' X 28' Concrete Slab Bridge built in 1968 on Y30 (20th Avenue) over Mud Creek in Cleona Township.

Project No. BRS-CHBP-C082(63)--GB-82 (33H Liberty) is a 70' x 30.5' Continuous Concrete Slab Bridge replacement of an existing 24' X 28' Concrete Slab Bridge built in 1962 on Y30 (20th Avenue) over a Tributary to Mud Creek in Liberty Township.

These projects are in FY2021 of our Five-Year Construction Program. Construction project costs will be paid by the IaDOT out of our county highway bridge program funding account with partial reimbursement of federal-aid funding through the grant. I recommend entering into an agreement with the IaDOT for financing with federal funds.

The grant stipulates that bridge replacement projects will be bundled together based on location and type of replacement. Through a collaborative process, it was determined to bundle two of Scott County's projects with a Cedar County project and a City of Bettendorf project. I recommend that we enter into a 28E Agreement with Cedar County and the City of Bettendorf to tie our projects together and comply with the grant requirements.

Included with this memo are the agreements and a project location map.

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a Competitive Highway Bridge Program (CHBP) Project**

Recipient: Scott County

Project No: BRS-CHBP-C082(60)--GB-82
BRS-CHBP-C082(63)--GB-82

Iowa DOT Agreement No: 6-20-CHBP-009

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between Scott County, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Recipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Competitive Highway Bridge Program (CHBP) funding was made available by Division L of the Consolidated Appropriations Act, 2018, which appropriated \$225 million to be awarded by the United States Department of Transportation for a competitive highway bridge program. Federal funds are available for replacement or rehabilitation of specific bridges, which were included in the grant application and made a part of Iowa's \$33,442,000 Grant Award. The highway bridge replacement or rehabilitation projects included in the grant application demonstrate cost savings by the bundling of multiple highway bridge projects. Federal-aid Swap Highway Bridge Program (HBP) funds are also available, under 761 Iowa Administrative Code (IAC) Chapter 161.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide Competitive Highway Bridge Program funding to the Recipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact persons will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Kent L. Ellis. The Recipient's contact person shall be the County Engineer, Angela Kersten.
3. The Recipient shall be responsible for the project development, construction inspection, and completion of the following bridge projects:
 - A. FHWA Structure Number: 302360 in Scott County
 - B. Location: 20th Avenue over Mud Creek
 - C. Project number: BRS-CHBP-C082(60)--GB-82
 - D. Preliminary Estimated Total Cost: \$450,000and;
 - E. FHWA Structure Number: 303170 in Scott County
 - F. Location: 20th Avenue over Tributary to Mud Creek
 - G. Project number: BRS-CHBP-C082(63)--GB-82
 - H. Preliminary Estimated Total Cost: \$350,000

4. The Recipient shall “bundle” or “tie” the above listed projects to the following project(s) via the Iowa DOT’s Contracts and Specifications Bureau’s letting process:
 - A. FHWA Structure Number: 000665 in City of Bettendorf
 - B. Location: Indiana Avenue over Tributary to Spencer Creek
 - C. Project number: BRM-CHBP-0587(638)--NB-82
 - D. Preliminary Estimated Total Cost: \$848,000and;
 - E. FHWA Structure Number: 018450 in Cedar County
 - F. Location: F44 (290th Street) over Wapsinonoc Creek
 - G. Project number: BRS-CHBP-C016(109)--GB-16
 - H. Preliminary Estimated Total Cost: \$850,000
- F. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a “touchdown point” determined by the Department. Within the eligible project construction limits, eligible project activities will be limited to construction.
- G. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, and fees or interest associated with bonds or loans are not eligible.
- H. 80% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from CHBP funds up to a maximum of \$245,790 for (60) and \$191,170 for (63), which is 55% of the construction cost estimate at the time of grant application submittal. The Recipient shall receive reimbursement for costs of authorized and approved eligible project activities from CHBP funds, but at no time will the CHBP reimbursed amount exceed \$245,790 for (60) and \$191,170 for (63).
- I. The remaining eligible construction projects costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap HBP Funds, made available through the Federal-aid Swap HBP Funds outlined in 761 IAC Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
- J. The Recipient shall pay for all project costs not reimbursed with CHBP funds or Federal-aid Swap HBP funds.
- K. The Recipient shall let the project for bids through the Department.
- L. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
- M. It is the intent of both parties that no third party beneficiaries be created by this agreement.
- N. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the Department.
- O. The project(s) shall be let to contract by September 30, 2021. If not, this agreement shall become null and void. The project shall be paid in full by September 30, 2026, or the amount not paid will be de-obligated.
- P. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this

agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement 6-20-CHBP-009 as of the date shown opposite its signature below.

County Signature Block

This agreement 6-20-CHBP-009 was approved by official action of the Scott County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

**IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration**

By _____ Date _____, 20_____
Nicole Moore, P.E.
Deputy Director, Local Systems

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the Recipient shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The Recipient agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. To the extent allowable by law, the Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the Recipient will pay initial project costs and request reimbursement from the Department, the Recipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Recipient shall not report this project on its SEFA.
- f. The Recipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Recipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The Recipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the

matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Before beginning any work for which Federal funding reimbursement will be requested, the Recipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Recipient shall submit a written request for FHWA authorization to the Department. After reviewing the Recipient's request, the Department will forward the request to the FHWA for authorization and obligation of Federal funds. The Department will notify the Recipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with Federal funds.
- c. Upon receiving FHWA Authorization, the Recipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there are no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the recipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of fund can be adjusted or other options can be explored.

3. Federal Participation in Work Performed by Recipient Employees.

- a. If Federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Recipient, the Recipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.
- b. If Federal reimbursement will be requested for construction performed by employees of the Recipient, the Recipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Recipient desires to claim indirect costs associated with work performed by its employees, the Recipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost rate proposal shall be certified by the FHWA or the Federal agency providing the largest amount of Federal funds to the Recipient. If approved, the approved indirect cost rate shall be incorporated by means of an amendment to this agreement.

4. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Recipient requests Federal funds for consultant services, the Recipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Recipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is Federally funded, and if right-of-way acquisition or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay to the Department the amount of Federal funds reimbursed to the Recipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include planning or other activities that are not intended to lead to a construction project. Examples include planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Recipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Recipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions, 4.030, Environmental Data Sheet Instructions, 4.020, NEPA Class of Action, and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Recipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.
- c. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the procedures in I.M. 4.130, 404 Permit Process, 4.140, Storm Water Permits, 4.190, Highway Improvements in the Vicinity of Airports or Heliports, and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the Recipient, and all subcontracts, in connection with this project that exceed \$100,000, the Recipient shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the Recipient shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

6. Right-of-Way, Railroads and Utilities.

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no Federal funds are used for right-of-way activities. The Recipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal funding for right-of-way acquisition, the Recipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is Federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the Federal funds were authorized, the Recipient shall repay the amount of Federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain

agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

- d. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal funding reimbursement. The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.
- e. If the Recipient desires Federal reimbursement for utility costs, it shall submit a request for FHWA Authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Recipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to Department.
- c. For projects that are let locally by the Recipient, the Recipient shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.
- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice the Iowa DOT has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Recipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.
- f. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the Federal funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
 - 1) in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - 2) refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the Recipient.

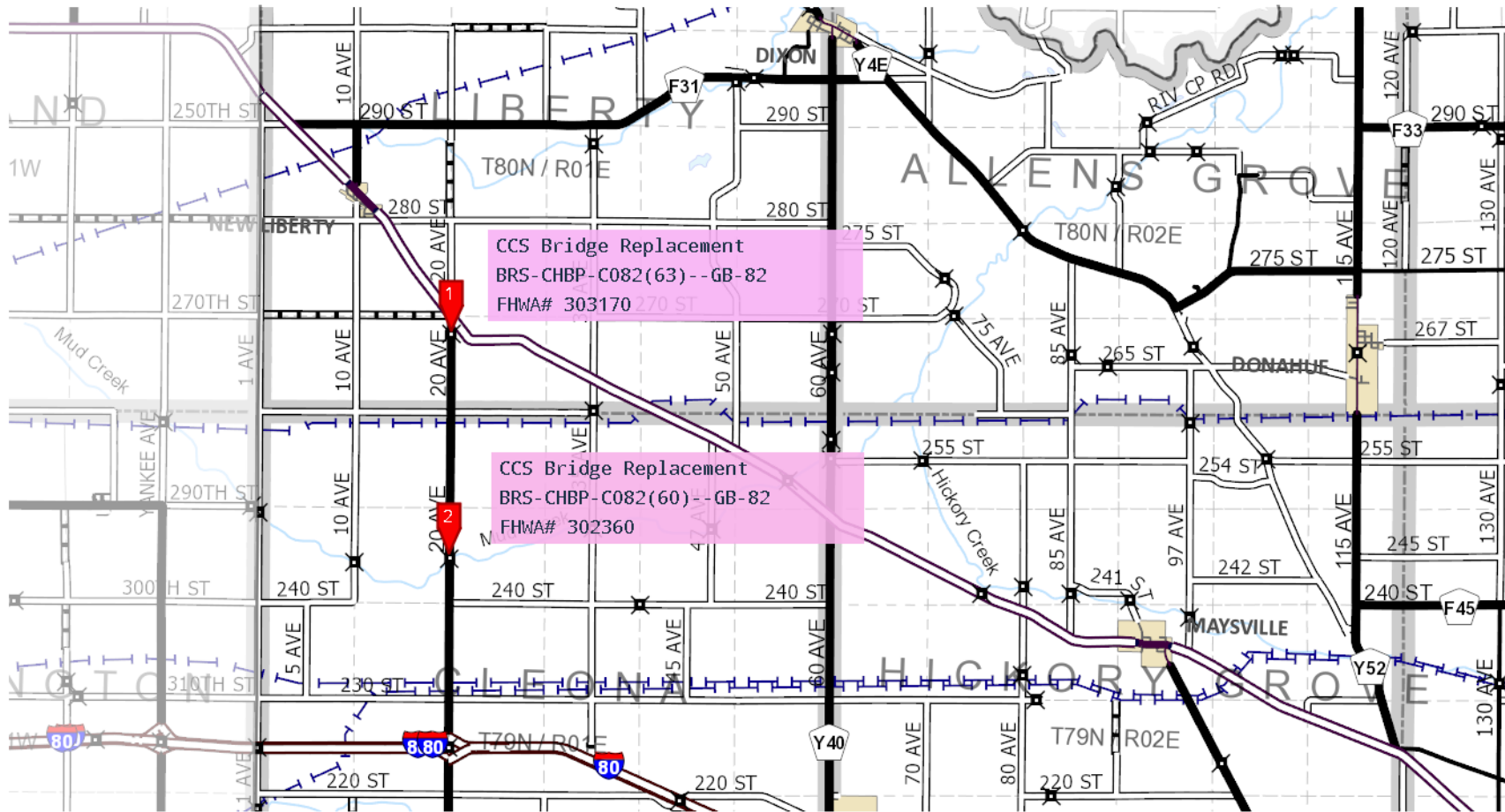
10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal fund, reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving federal fund on future projects until the Recipient has demonstrated responsible management of federal funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make these materials available at all reasonable times for inspection by the Department, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the Recipient if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the Department will notify the Recipient of the record retention date.
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.

33H Liberty and 9 Cleona Bridge Replacement Location Map

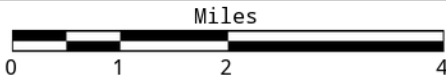
8:13 AM, Tue, Apr 7, 2020

Scott - ICEASB Easy Map



Feature Key

- | | | | | |
|-------------|------------|-----------|-----------------|----------------|
| Earth | Gravel | Seal Coat | County Pavement | State Pavement |
| Divided Hwy | Water | City | Township | Railroad |
| Bridge | County Hwy | State Hwy | US Hwy | |



**Cooperative Agreement
for a Competitive Highway Bridge Program (CHBP) Project**

This is an agreement between the City of Bettendorf, Iowa; Cedar County, Iowa; and Scott County, Iowa. Iowa Code Section 28E provides for the ability for state and local agencies to enter into cooperative agreements with each other for the purpose of efficient use of their powers.

The Competitive Highway Bridge Program (CHBP) funding was made available by Division L of the Consolidated Appropriations Act, 2018, which appropriated \$225 million to be awarded by the United States Department of Transportation for a competitive highway bridge program. Federal funds are available for replacement or rehabilitation of specific bridges, which were included in the grant application and made a part of Iowa's \$33,442,000 Grant Award. Federal-aid Swap Highway Bridge Program (HBP) funds are also available, under 761 Iowa Administrative Code (IAC) Chapter 161.

Each party has entered into a Federal-aid Agreement with the Iowa Department of Transportation (DOT) for the below projects. The parties further agree as follows:

1. The Contracting Authority for the below listed projects will be Scott County. The Contracting Authority shall be responsible for contract administration between the Contracting Authority and the Prime Contractor.
2. Each bridge owner shall be responsible for the project development, construction inspection, and completion of final paperwork for their bridge project:
 - A. City of Bettendorf, Iowa
 - B. FHWA Structure Number: 000665 in City of Bettendorf
 - C. Location: Indiana Avenue over Tributary to Spencer Creek
 - D. Project number: BRM-CHBP-0587(638)--NB-82
 - E. Preliminary Estimated Total Cost: \$848,000
3. Each bridge owner shall be responsible for the project development, construction inspection, and completion of final paperwork for their bridge project:
 - A. Cedar County, Iowa
 - B. FHWA Structure Number: 018450 in Cedar County
 - C. Location: F44 (290th Street) over Wapsinonoc Creek
 - D. Project number: BRS-CHBP-C016(109)--GB-16
 - E. Preliminary Estimated Total Cost: \$850,000
4. Each bridge owner shall be responsible for the project development, construction inspection, and completion of final paperwork for their bridge project:
 - A. Scott County, Iowa
 - B. FHWA Structure Number: 302360 in Scott County
 - C. Location: 20th Avenue over Mud Creek
 - D. Project number: BRS-CHBP-C082(60)--GB-82
 - E. Preliminary Estimated Total Cost: \$450,000

and;

F. FHWA Structure Number: 303170 in Scott County

G. Location: 20th Avenue over Tributary to Mud Creek

H. Project number: BRS-CHBP-C082(63)--GB-82

I. Preliminary Estimated Total Cost: \$350,000

5. Each bridge owner shall pay for all projects costs initially. After payment is made to the Prime Contractor, the bridge owner shall make a request for reimbursement. Upon review and approval by Scott County, the Contracting Authority, a request for reimbursement shall be made to the Iowa DOT. Upon approval by the Iowa DOT, reimbursement shall be made to the bridge owner. All costs not reimbursed with CHBP funds or Federal-aid Swap HBP funds shall be paid for by each respective bridge owner. Any change orders during construction shall be approved by the bridge owner and the Contracting Authority.
6. The above listed projects shall be "bundled" or "tied" via the Iowa DOT's Contracts and Specifications Bureau's letting process. The project(s) shall be let to contract by September 30, 2021. If not, this agreement shall become null and void. The project shall be paid in full by September 30, 2026, or the amount not paid will be de-obligated.
7. After the bid letting, all parties agree to discuss the bids and take action to either award a contract to the low bidder or reject all bids within 30 days of the letting date. The Contracting Authority shall then follow the Iowa DOT process to accept the low bid or reject all bids.

IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

City Signature Block

By _____ Date _____, 20____

Title of city official

I, _____, certify that I am the City Clerk of Bettendorf, and that _____, who signed said Agreement for and on behalf of the city was duly authorized to execute the same by virtue of a formal resolution duly passed and adopted by the city on the _____ day of _____, 20_____.

Signed _____ Date _____, 20____

City Clerk of Bettendorf, Iowa

County Signature Block

This agreement was approved by official action of the Cedar County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

County Signature Block

This agreement was approved by official action of the Scott County Board of Supervisors in official session on the _____ day of _____, 20_____.

County Auditor

Chair, County Board of Supervisors

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

April 16, 2020

APPROVAL OF AGREEMENT FOR USE OF FEDERAL AID FUNDS FOR BRIDGE
REPLACEMENT PROJECTS BRS-CHBP-C082(60)--GB-82
AND BRS-CHBP-C082(63)--GB-82

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

Section 1. That the agreement between Scott County and the Iowa
Department of Transportation for Bridge Replacement
Projects BRS-CHBP-C082(60)--GB-82 and
BRS-CHBP-C082(63)--GB-82 be approved.

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

Section 3. That this resolution shall take effect
immediately.

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

April 16, 2020

APPROVAL OF 28E INTERGOVERNMENTAL AGREEMENT BETWEEN SCOTT
COUNTY, IOWA, CEDAR COUNTY, IOWA, AND THE CITY OF BETTENDORF,
IOWA, FOR CONSTRUCTION OF BRIDGE REPLACEMENT PROJECTS BRS-CHBP-
C082(60)--GB-82, BRS-CHBP-C082(63)--GB-82, BRM-CHBP-0587(638)--
NB-82, and BRS-CHBP-C016(109)--GB-16

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

Section 1. That the 28E Intergovernmental Agreement between
Scott County, Iowa, Cedar County, Iowa, and the City of
Bettendorf, Iowa, for construction of Bridge Replacement
Projects BRS-CHBP-C082(60)--GB-82, BRS-CHBP-C082(63)--GB-
82, BRM-CHBP-0587(638)--NB-82, and BRS-CHBP-C016(109)--GB-
16 be approved.

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

Section 3. That this resolution shall take effect
immediately.

Item #3
4/16/2020

OFFICE OF THE SCOTT COUNTY FLEET MANAGER

950 East Blackhawk Trail
Eldridge, Iowa 52748

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



April 14, 2020

TO: Mahesh Sharma, County Administrator
FROM: Barbara Pardie, Fleet Manager
SUBJ: Approval of Purchase of One Used Van for the Sheriff's Office

The Sheriff's Office is in need of unmarked vehicle for an insurance replacement. The 2017 Chrysler Pacifica van was involved in an incident. It was driven into high water and flooded out. The vehicle is a total loss.

I performed an internet search of available used vans located in the Quad City area. A used replacement has been located at Hiland Toyota in Moline, Illinois. It is a 2017 Chrysler Pacifica Van for a cost of \$19,273.77. This include the vehicle purchase price of \$18,975.00 and the documentation fee of \$298.77. This particular vehicle has a clean title, 27,354 miles on it, and the remaining warranty will transfer.

My recommendation is that the Board approve the purchase of \$19,273.77. I will attend the next Committee of the Whole meeting to discuss this purchase and to answer any questions you or the Board may have.

CC: Sheriff Tim Lane
Shawn Roth
Angie Kersten
Rhonda Oostenryk

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

April 16, 2020

A RESOLUTION APPROVING THE AWARD OF BID FOR THE
PURCHASE OF ONE USED VAN FOR THE SHERIFF'S OFFICE

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

- Section 1. That the bid for one 2017 Chrysler Pacifica Van for the Sheriff's Office is approved and hereby awarded to Hiland Toyota of Moline, Illinois in the amount of \$19,273.77.
- Section 2. This resolution shall take effect immediately.

PLANNING & DEVELOPMENT

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



Item #4
4/16/2020

Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: April 14, 2020

Re: Approval of bid and awarding of demolition contract for the 404 Hazard Mitigation Grant project for the demolition of residential structures on property located at 31379 Scott Park Road which is located in the Wapsipinicon River 100 year floodplain.

The deadline for sealed bids was 3 PM Monday April 13, 2020. The bids received were as follows:

Holst Trucking and Excavating, Inc.	\$10,200.00
Hyperion Construction LLC.	\$11,550.00
G & H Construction, Inc.	\$17,325.00

I recommend entering into a contract with Holst Trucking and Excavating, Inc., in the amount of \$10,200.00 contingent on documentation of compliance with Davis-Bacon Act requirements.

As previously stated, the Iowa Homeland Security and Emergency Management Division (HSEMD) approved the Request for Bids for the demolition of the property that was prepared by Planning Staff with the deadline for submission of bids being April 13, 2020. Under the terms of the grant Scott County will be reimbursed 100% for the cost of demolition.

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

April 16, 2020

A RESOLUTION APPROVING THE BID AND AWARDING THE CONTRACT FOR THE DEMOLITION OF THE RESIDENTIAL STRUCTURES AT 31379 SCOTT PARK ROAD TO HOLST TRUCKING AND EXCAVATING. INC. IN THE TOTAL AMOUNT OF \$10,200.00.

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

- Section 1. That bid for the demolition, removal and disposal of residential structures on the §404 HMGP Acquisition property located at 31379 Scott Park Road is accepted and the contract is awarded to Holst Trucking and Excavating. Inc. in the amount of \$10,200.00.
- Section 2. This bid is awarded contingent on proper documentation demonstrating compliance with the Davis Bacon Act being submitted.
- Section 3. That the Scott County Planning and Development Director is hereby authorized to execute the contract documents on behalf of the Scott County Board of Supervisors.
- Section 4. 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

April 16, 2020

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Joseph Veith for the position of Corrections Officer in the Sheriff's Office at the entry level rate.

Section 2. The hiring of Morgan Dunn for the position of Corrections Officer in the Sheriff's Office at the entry level rate.

Section 3. The hiring of Chris Cortez for the position of Corrections Officer in the Sheriff's Office at the entry level rate.

Section 4. The hiring of Brittany Wall for the position of Public Health Nurse in the Health Department at the entry level rate.

Section 5. The hiring of Julia Lotta for the position of Public Health Nurse in the Health Department at the entry level rate.

TIM LANE
Scott County Sheriff

Item #6
4/16/2020

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: April 14, 2020

Memo To: Board of Supervisors

From: Sheriff Lane

REF: Over-Hire Full-Time Deputy due to Retirement

Due to the upcoming retirement of a full-time deputy sheriff on May 7, 2020, I am requesting to over-hire for this vacancy from April 24th until May 7th. This over-hire will allow the new deputy sheriff a slot in the Iowa Law Enforcement Academy beginning on April 27, 2020. The Sheriff's Office is not asking for any adjustment to our current budget to accommodate this over hire.

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

April 16, 2020

APPROVAL OF THE OVER-HIRE OF 1.0 FTE DEPUTY SHERIFF DUE TO A
RETIREMENT

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

Section 1. That the Board hereby approves the temporary over-hire of 1.0 FTE

Deputy Sheriff from April 24, 2020 through May 7, 2020.

Section 2. This resolution shall take effect immediately.

March 26, 2020

Board of Supervisors
Scott County, Iowa
600 W. 4th Street
Davenport, Iowa 52801

Re: Reissuance of Conduit Bond Issue – Ridgecrest Village

Dear Board of Supervisors:

This letter is related to the request by Christian Retirement Homes, Inc. d/b/a Ridgecrest Village (the “Borrower”) that Scott County, Iowa (the “County”) approve certain amendments to the documents relating to the previous issuance by the County of its Revenue Refunding Bond (Ridgecrest Village Project), Series 2016 (the “Original Bond”), which amendments will result in the reissuance of the Original Bond (as reissued, the “Reissued Bond”). The amendments are requested in order change the interest rate on and extend the maturity of the Original Bond.

The Original Bond was issued by the County and sold to Cedar Rapids Bank and Trust Company (the “Lender”). The proceeds of the sale of the Original Bond were loaned to the Borrower pursuant to the Loan Agreement dated as of November 1, 2016 (the “Loan Agreement”) in which the Borrower agreed to repay the Original Bond. Upon the reissuance of the Original Bond and making amendments to the documents related to the Original Bond, the Borrower will continue to agree to repay the Reissued Bond.

As with the original Bond, the Reissued Bond does NOT count against the County’s constitutional debt limit. The Reissued Bond is payable solely and only out of payments made by the Borrower under the Loan Agreement and the County would not be called upon to pay the Reissued Bond.

The County is authorized by Section 265 of the Internal Revenue Code (the “Code”) to issue up to \$10,000,000 of “bank qualified” obligations in each calendar year (the “\$10,000,000 BQ Limit”). The Reissued Bond will not count against the County’s \$10,000,000 BQ Limit for any calendar year.

Because the Reissued Bond will extend the maturity of the Original Bond, the County will need to hold a public hearing prior to authorizing the issuance of the Reissued Bond. We will prepare all proceedings related to the Reissued Bond and the amendments to the documents relating to the Original Bond. After the hearing is held,

Page 2

the County will have the authority to issue the Bonds, and we will provide the necessary resolution to complete the amendments.

I hope this information will be useful as the County considers assisting the Borrower in the amendments to and reissuance of the Original Bond. Please contact me (515-699-3273) if you have any questions or if there is any further information we can supply at this time. Thank you for your consideration of this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cristina Kuhn".

cc: Mahesh Sharma
David Farmer

Resolution Setting Date for Hearing

Davenport, Iowa

April 16, 2020

The Board of Supervisors of Scott County, Iowa, met telephonically in regular session on the above date at 5:00 p.m. The Board is conducting this meeting telephonically due to federal and state government recommendations in response to COVID-19 pandemic conditions, and Governor Reynolds' Proclamation of Disaster Emergency dated March 19, 2020, and a telephone conference number was included in the posted agenda of this public meeting. The meeting was called to order and there were present the Chair of the Board of Supervisors and the following named Supervisors:

The meeting was called to order and there were present the Chairperson and the following named Board Members:

Present: _____

Absent: _____

••• Other Business•••

Matters were discussed regarding amending certain agreements relative to certain revenue bonds issued for the benefit of Christian Retirement Homes, Inc. d/b/a Ridgecrest Village, pursuant to Chapter 419 of the Iowa Code. Whereupon, Board Member _____ introduced the following resolution and moved its adoption, seconded by Board Member _____; and after due consideration thereof by the Board, the Chairperson put the question upon the motion and the roll being called, the following named members of the Board voted:

Ayes: _____

Nays: _____

Ridgecrest/Set Date

Abstain: _____

Whereupon, the Chairperson declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION _____

Resolution fixing a date for a hearing on the proposed amendments to revenue bonds and certain documents related to the issuance of such revenue bonds.

WHEREAS, the County of Scott, State of Iowa (the “Issuer”), is a County authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the “Act”), to issue revenue bonds or notes for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”) and to refund any bonds or notes issued pursuant to the Act; and

WHEREAS, at the request by Christian Retirement Homes, Inc. d/b/a Ridgecrest Village (the “Borrower”), a Tax Exempt Organization, the Issuer issued its Revenue Refunding Bond (Ridgecrest Village Project), Series 2016, in an original aggregate principal amount of \$13,175,000 (the “Bond”) pursuant to the Act and loaned the proceeds thereof to the Borrower pursuant to the Loan Agreement dated as of November 1, 2016 (the “Original Loan Agreement”) between the Issuer and the Borrower for the purpose of: (i) refunding the Issuer’s outstanding Revenue Refunding Bonds (Ridgecrest Village), Series 2006, originally issued in the principal amount of \$13,820,000 (the “Prior Bonds”), the proceeds of which were used to (a) refund the Issuer’s previous issues of \$11,500,000 Revenue Bonds (Ridgecrest Village Project), Series 2000A and \$2,500,000 Revenue Bonds (Ridgecrest Village Project), Series 2000B, Extendable Rate Adjustment SecuritiesSM (EXTRASSM), (b) fund a debt service reserve fund for the Prior Bonds, and (c) pay costs of issuance and certain other costs associated with the issuance of the Prior Bonds; (ii) funding a debt service reserve fund for the Bond; and (iii) paying costs of issuance and certain other costs associated with the issuance of the Bond; and

WHEREAS, in order to secure repayment of the Bond and to provide for the issuance of the Bond, the Issuer, the Borrower and Cedar Rapids Bank and Trust Company (the “Lender”) entered into the Fifth Amendment to Loan Agreement, Mortgage and Security Agreement among the Issuer, the Borrower and the Lender (the “Fifth Amendment to Mortgage”) amending and supplementing the Loan Agreement, Mortgage and Security Agreement dated as of October 15, 1993 (the “Original Mortgage”) as previously amended and supplemented by the First Amendment to Loan Agreement, Mortgage and Security Agreement dated as of September 1, 2000 (the “First Amendment to Mortgage”), the Second Amendment to Loan Agreement, Mortgage and Security Agreement dated as of November 1, 2004 (the “Second Amendment to Mortgage”), the Third Amendment to Loan Agreement, Mortgage and Security Agreement dated as of September 1, 2006 (the “Third Amendment to Mortgage”), and the Fourth Amendment to Loan Agreement, Mortgage and Security

Agreement dated as of December 1, 2015 (the “Fourth Amendment to Mortgage,” and together with the First Amendment to Mortgage, the Second Amendment to Mortgage, the Third Amendment to Mortgage, the Fifth Amendment to Mortgage and the Original Mortgage, the “Mortgage”), to subject the Borrower’s facilities and the real estate relating thereto to the lien of the Mortgage and to provide for the issuance of the Bond (as defined in the Loan Agreement); and

WHEREAS, the Borrower has requested that the Issuer approve certain amendments to the Bond, the Loan Agreement and the Fifth Amendment to Mortgage in order to increase the interest rate and extend the maturity of the Bond (collectively, the “Amendments”); and

WHEREAS, before the Amendments may be entered into, it is necessary to conduct a public hearing on the proposal to enter into the Amendments, all as required and provided for by Section 147(f) of the Internal Revenue Code; and

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of the Issuer, as follows:

Section 1. This Board shall meet on the 14th day of May, 2020, at the Scott County Administrative Center, Davenport, Iowa, at 5:00 p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal to enter into the Amendments referred to in the preamble hereof.

Section 2. The County Administrator or his designee is hereby directed to give notice of intention to enter into the Amendments, setting forth the purpose thereof, the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation within the Issuer. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ENTER INTO CERTAIN
AMENDMENTS TO REVENUE REFUNDING BOND
(RIDGECREST VILLAGE PROJECT), SERIES 2016
AND CERTAIN AGREEMENTS RELATING THERETO

The Board of Supervisors of Scott County, Iowa, (the “Issuer”) will meet on the 14th day of May, 2020, at **5:00 p.m.**, at the Scott County Administrative Center, 600 West 4th Street, Davenport, Iowa 52801, for the purpose of conducting a public hearing on the proposal to amend its Revenue Refunding Bond (Ridgecrest Village Project), Series 2016 issued in the original principal amount of \$13,175,000 and currently outstanding in the principal amount of approximately \$11,000,000 (the “Bond”) the proceeds of which were loaned to Christian Retirement Homes, Inc. d/b/a Ridgecrest Village (the “Borrower”) and to enter into certain amendments to agreements pursuant to which the Bond was issued. The Bond was originally issued for the purpose of: (i) refunding the Issuer’s outstanding Revenue Refunding Bonds (Ridgecrest Village), Series 2006, originally issued in the principal amount of \$13,820,000 (the “Prior Bonds”), the proceeds of which were used to (a) refund the Issuer’s previous issues of \$11,500,000 Revenue Bonds (Ridgecrest Village Project), Series 2000A and \$2,500,000 Revenue Bonds (Ridgecrest Village Project), Series 2000B, Extendable Rate Adjustment SecuritiesSM (EXTRASSM) the proceeds of which were used to finance and refinance the Borrower’s facilities located at 4130 Northwest Boulevard, Davenport, Iowa, (b) fund a debt service reserve fund for the Prior Bonds, and (c) pay costs of issuance and certain other costs associated with the issuance of the Prior Bonds; (ii) funding a debt service reserve fund for the Bond; and (iii) paying costs of issuance and certain other costs associated with the issuance of the Bond.

The Bond, as amended, is a limited obligation and does not constitute a general obligation of the Issuer nor is it payable in any manner by taxation, but the Bond is payable solely and only from amounts received by the Issuer under a Loan Agreement between the Issuer and the Borrower, the obligations of which are sufficient to pay the principal of and interest and redemption premium, if any, on the Bond as and when the same shall become due.

At the time and place, oral or written objections from any resident or property owner of the Issuer may be presented. At such meeting or any adjournment thereof, the Issuer shall adopt a resolution determining whether or not to proceed with the amendments to the Bond. Written comments may also be submitted to the Issuer at the Scott County Administrative Center, Attn: Scott County Board of Supervisors, 600 West 4th Street, Davenport, Iowa 52801. Written comments must be received by the above hearing date.

By order of the Board of Supervisors of Scott County, Iowa.

Ridgecrest/Set Date

Section 5. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 16, 2020.

Chairperson

Attest:

County Auditor

••• Other Business •••

On motion and vote, the meeting adjourned.

Ridgecrest/Set Date

STATE OF IOWA

SS:

COUNTY OF SCOTT

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Auditor of the aforementioned County and that as such I have in my possession or have access to the complete official records of said County and of its Board of Supervisors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid official records and that said transcript hereto attached is a true, correct and complete copy of all of the official records showing the action taken by the Board of Supervisors of said County to set a public hearing date as set forth therein.

WITNESS my hand and the seal of said County hereto affixed this ____ day of April, 2020.

County Auditor

(Seal)

Ridgecrest/Set Date

STATE OF IOWA

SS:

COUNTY OF SCOTT

I, the undersigned, County Administrator of the aforementioned County, do hereby certify that I caused a notice of which the printed slip annexed to the publisher's affidavit hereto attached, is a true and complete copy, to be published in _____, a legal newspaper, printed wholly in the English language, published in said County and of general circulation in such County as evidenced by the said affidavit.

WITNESS my hand and the seal of the aforementioned County hereto affixed this _____ day of April, 2020.

County Administrator

(Seal)

(PLEASE NOTE: This certificate must be dated as of or subsequent to the actual date of publication of the notice.)

March 12, 2020

Board of Supervisors
Scott County, Iowa
600 W. 4th Street
Davenport, Iowa 52801

Re: Conduit Bond Issue – WellSpire, LLC

Dear Board of Supervisors:

This letter is related to the request by WellSpire, LLC (the “Borrower”) that Scott County, Iowa (the “County”) undertake the issuance of tax exempt bonds or notes (the “Bonds”) for the purpose of financing a portion of the costs of constructing, equipping and furnishing facilities of a senior living campus consisting of approximately 100 independent living apartments, 32 assisted living suites and a 40 bed nursing facility (the “Project”) to be located at the southwest corner of the intersection of 53rd Avenue and Middle Road, Bettendorf, Iowa. The Project is a joint venture undertaking of Genesis Health System and WesleyLife. Borrower seeks to borrow a total amount of \$43,000,000 for the Project, and the Cities of Princeton, LeClaire and Riverdale have collectively issued or will issue \$40,000,000 for the Project as discussed more fully herein. The Borrower is requesting the County to issue the Bonds in the amount of \$3,000,000 for the Project. The purpose of this letter is to outline the authority and the procedures relating to the issuance of such Bonds by the County. The Borrower seeks to close the financing in May 2020.

The County is authorized by Chapter 419 of the Code of Iowa to issue the Bonds and loan the proceeds thereof to the Borrower to finance a portion of the costs of the Project. Bonds issued under Chapter 419 of the Code of Iowa by cities and counties in the State of Iowa are common methods of obtaining federally tax-exempt financing for projects like the Project. Because the interest on such Bonds is exempt from federal income taxes, the Borrower will be able to borrow the money at lower interest rates than would be available with a conventional taxable loan. The County is authorized to issue such Bonds for facilities located within the County and anywhere within 8 miles of the boundaries of the County.

Bonds issued by the County pursuant to Chapter 419 are commonly referred to as “conduit” bonds because the County acts as a conduit between the purchasers of the Bonds and the Borrower. The Bonds are issued by the County and sold to purchasers of the Bonds, usually one or more banks. The proceeds of the sale of the Bonds are

then loaned to the Borrower pursuant to a Loan Agreement in which the Borrower agrees to repay the Bonds. Once the County issues the Bonds, the County steps out of the picture and the payments made by the Borrower under the Loan Agreement are made directly to the purchasers. The County would have no accounting or processing responsibilities with respect to payments by the Borrower under the Loan Agreement or to the purchasers of the Bonds.

The Bonds do NOT count against the County's constitutional debt limit. As provided in Section 419.3 of the Iowa Code, the Bonds would never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and would not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers. The Bonds would be payable solely and only out of payments made by the Borrower under the Loan Agreement and the County would not be called upon to pay the Bonds from any County funds. These limitations are in Section 419.3 of the Iowa Code and will be plainly stated on the face of the Bonds.

The County is authorized by Section 265 of the Internal Revenue Code (the "Code") to issue up to \$10,000,000 of "bank qualified" obligations in each calendar year (the "\$10,000,000 BQ Limit"). The Bonds requested by the Borrower will use up \$3,000,000 of the County's \$10,000,000 BQ Limit for calendar year 2020. After the issuance of the Bonds, the County can issue up to \$7,000,000 "bank qualified" bonds in 2020. Please note that the issuance of the Bonds on behalf of the Borrower in calendar year 2020 will not limit the ability of the County to issue up to \$10,000,000 "bank qualified" bonds in any future calendar year. The County will get a new \$10,000,000 BQ Limit on January 1, 2021 for the 2021 calendar year and on January 1 of each subsequent year.

The ability of the Borrower to receive "bank qualified" status for the Bonds will also lower the interest rate on the Bonds and result in substantial interest costs savings to the Borrower. Because of the size of the Project, the Borrower asked and the Cities of Princeton, LeClaire and Riverdale each issued \$10,000,000 principal amount of bank qualified bonds for the Project in 2019, and the Borrower has asked and the City of Princeton has agreed to issue \$9,000,000 principal amount of bank qualified bonds for the Project in 2020. The City of Princeton has already held the public hearing and has agreed to issue conduit bonds for the Project in 2020, and closing is planned for the beginning of April, 2020.

We will prepare all proceedings related to the transaction, including initially a Resolution approving a Memorandum of Agreement with the Borrower and setting a public hearing date on the proposal to issue the Bonds. The Memorandum of Agreement will set forth certain understandings between the County and the Borrower

with respect to the Bonds, including the obligation of the Borrower to reimburse the County for any of its costs related to the issuance of the Bonds (i.e. for publications, mailings, etc.) and to pay any issuer fee charged by the County. The notice of hearing must be published at least fifteen days prior to the hearing date. We will coordinate publication of the notice as necessary.

After the hearing is held, the County will have the authority to issue the Bonds, and we will provide an Authorizing Resolution for adoption by the Board of Supervisors, along with all the necessary Bond documents. Once the Authorizing Resolution is adopted, a closing date will be scheduled for the Bonds. Prior to the closing date, we will make arrangements for the Chairperson of the Board of Supervisors and County Auditor to sign the loan agreement, the Bonds and the related Bond documents.

The following is a summary of the key points addressed in this letter:

1. Under Iowa law, conduit bonds are NOT a debt of the County.
2. Under Iowa law, the County has NO liability or responsibility to repay the conduit bonds; the Borrower is solely responsible to pay the purchasers under the bond documents.
3. No County funds or tax dollars are used to pay the conduit bonds. The issuance of the conduit bonds is an economic development tool that does not require a monetary contribution of the County, but does use a portion of the County's BQ capacity for calendar year 2020.
4. The County is not responsible for any ongoing monitoring or collection of payments; the Borrower repays the purchasers directly.
5. The Borrower is making this request to obtain a lower interest rate on the loan to finance the Project.
6. The Borrower is responsible for paying the County for any direct costs incurred by the County, such as costs for copying, postage or publication of notices, related to the issuance of the conduit bonds. Some issuers charge an issuer fee in addition to reimbursement for costs. A typical fee charged by cities and counties is 10 basis points (.10%) of the par amount of the conduit bonds issued (which would be \$3,000 in this case for a \$3,000,000 issuance); however, the County has not charged a fee in the past.

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I hope this information will be useful as the County considers assisting the Borrower in obtaining tax exempt financing for the Project. Please contact me (515-699-3273) if you have any questions or if there is any further information we can supply at this time. Thank you for your consideration of this matter.

Sincerely,



Cristina Kuhn

cc: Mahesh Sharma
David Farmer

Memorandum of Agreement and Setting Date for
Hearing

Scott County, Iowa

April 16, 2020

The Board of Supervisors of Scott County, Iowa, met telephonically in regular session on the above date at 5:00 p.m. The Board is conducting this meeting telephonically due to federal and state government recommendations in response to COVID-19 pandemic conditions, and Governor Reynolds' Proclamation of Disaster Emergency dated March 19, 2020, and a telephone conference number was included in the posted agenda of this public meeting. The meeting was called to order and there were present the Chair of the Board of Supervisors and the following named Supervisors:

Present: _____

Absent: _____.

Other Business

Matters were discussed relative to a financing pursuant to Chapter 419 of the Iowa Code. Whereupon, Supervisor _____ introduced the following resolution and moved its adoption, seconded by Supervisor _____; and after due consideration thereof by the Board, the Chair put the question upon the motion and the roll being called, the following named members of the Board voted:

Ayes: _____

Nays: _____.

Whereupon, the Chair declared the said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. _____

A Resolution authorizing the execution of a Memorandum of Agreement with WellSpire, LLC, and fixing a date for a hearing on the proposed issuance of revenue bonds or notes pursuant to Chapter 419 of the Iowa Code.

WHEREAS, the County of Scott, State of Iowa (the “Issuer”), is a county and political subdivision of the State of Iowa authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the “Act”), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”) and to refund any bonds issued pursuant to the Act and any existing indebtedness relating to such facilities and paying costs of issuance associated therewith; and

WHEREAS, the Issuer has been requested by WellSpire, LLC or an affiliate thereof (the “Borrower”), a Tax Exempt Organization, to issue its revenue bonds or notes in an aggregate principal amount not to exceed \$3,000,000 (the “Bonds”) for the purpose of providing funds to the Borrower (a) to finance a portion of the costs of constructing, equipping and furnishing facilities of a senior living campus consisting of approximately 100 independent living apartments, 32 assisted living suites and a 40 bed nursing facility, including the retirement of any existing indebtedness related thereto (the “Project”) to be located at the intersection of 53rd Avenue and Middle Road, Bettendorf, Iowa and (b) to pay costs of issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower pursuant to a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to provide for a portion of the financing the Project and paying for costs of issuance; and

WHEREAS, the Bonds, if issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the Loan Agreement; and

WHEREAS, a Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto, has been presented to the Issuer under the terms of which the Issuer agrees, subject to the provisions of such Agreement, to pursue proceedings necessary under the Act to issue the Bonds for such purpose and the Memorandum of Agreement does not legally commit the Issuer to issue the Bonds;

NOW, THEREFORE, IT IS RESOLVED by the Board of Supervisors of the Issuer, as follows:

Section 1. The Memorandum of Agreement in the form and with the contents set forth in Exhibit A attached hereto is hereby approved, and the Chair is hereby authorized to execute said Memorandum of Agreement and the County Auditor is hereby authorized to attest

the same and to affix the seal of the Issuer thereto; said Memorandum of Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 2. Officials of the Issuer are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of the Memorandum of Agreement. The final decision whether to issue the Bonds and the final amount of the Bonds shall be subject to further action by this Board of Supervisors.

Section 3. This Board shall meet on the 14th day of May, 2020, at Administrative Center in Davenport, Iowa, at 5:00 p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal to issue the Bonds referred to in the preamble hereof.

Section 4. The County Auditor is hereby directed to give notice of intention to issue the Bonds, setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation within the Issuer. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE REVENUE BONDS OR NOTES

The Board of Supervisors of Scott County, Iowa, (the “Issuer”) will meet on the 14th day of May, 2020, at 5:00 p.m., at the Administrative Center, 600 W. 4th Street, Davenport, Iowa 52801, for the purpose of conducting a public hearing on the proposal to issue revenue bonds or notes, of the Issuer in the aggregate principal amount not to exceed \$3,000,000 (the “Bonds”) and to loan said amount to WellSpire, LLC or an affiliate thereof (the “Borrower”), for the purpose of providing funds to the Borrower (a) to finance a portion of the costs of constructing, equipping and furnishing facilities of a senior living campus consisting of approximately 100 independent living apartments, 32 assisted living suites and a 40 bed nursing facility, including the retirement of any existing indebtedness related thereto (the “Project”) to be located at the intersection of 53rd Avenue and Middle Road, Bettendorf, Iowa and (b) to pay costs of issuance of the Bonds. The Project will be owned by the Borrower.

The Bonds, when issued, will be limited obligations and will not constitute general obligations of the Issuer nor will they be payable in any manner by taxation, but the Bonds will be payable solely and only from amounts received by the Issuer pursuant to a Loan Agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due.

At the time and place, oral or written objections from any resident or property owner of the Issuer may be presented. At such meeting or any adjournment thereof, the Issuer shall adopt a resolution determining whether or not to proceed with the issuance of the Bonds. Written comments may also be submitted to the Issuer at 600 W. 4th Street, Davenport, Iowa 52801. Written comments must be received by the above hearing date.

By order of the Board of Supervisors of Scott County, Iowa.

County Auditor

Section 5. On the basis of representations of the Borrower, the Issuer declares (a) that the Borrower intends to undertake the Project; (b) that other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution (or other qualifying reimbursement resolution), or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the Borrower and no expenditures will be made by the Borrower until after the date of this Resolution (or other qualifying reimbursement resolution); and (c) that the Borrower reasonably expects to reimburse the expenditures made for costs of the Project out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 6. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 16, 2020.

Chair

Attest:

County Auditor

Other Business

On motion and vote, the meeting adjourned.

STATE OF IOWA
COUNTY OF SCOTT

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting County Auditor of the aforementioned County and that as such I have in my possession or have access to the complete official records of said County and of its Board and officers; and that I have carefully compared the transcript hereto attached with the aforesaid official records and that said transcript hereto attached is a true, correct and complete copy of all of the official records showing the action taken by the Board of Supervisors of said County to authorize the execution of a Memorandum of Agreement by and between WellSpire, LLC and said County and to set a public hearing date as set forth therein.

WITNESS my hand and the seal of said County hereto affixed this _____ day of _____, 2020.

County Auditor

(Seal)

STATE OF IOWA
COUNTY OF SCOTT

SS:

I, the undersigned, County Auditor of the aforementioned County, do hereby certify that I caused a notice of which the printed slip annexed to the publisher's affidavit hereto attached, is a true and complete copy, to be published in the _____, a legal newspaper, printed wholly in the English language, published in said County and of general circulation in such County as evidenced by the said affidavit.

WITNESS my hand and the seal of the aforementioned County hereto affixed this ____ day of _____, 2020.0

County Auditor

(Seal)

(PLEASE NOTE: This certificate must be dated as of or subsequent to the actual date of publication of the notice.)

EXHIBIT A
MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is between Scott County, Iowa (the “Issuer”) and WellSpire, LLC (the “Borrower”).

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in the execution of this Agreement are the following:

(a) The Issuer is authorized by Chapter 419 of the Code of Iowa, as amended (the “Act”) to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”), refunding any bonds issued pursuant to the Act and any existing indebtedness relating to such facilities, and paying costs of issuance associated therewith.

(b) The Borrower, a Tax Exempt Organization, wishes to obtain satisfactory assurance from the Issuer that, subject to the public hearing required by the Act and Section 147(f) of the Code, and to due compliance with all requirements of law and the obtaining of all necessary consents and approvals and to the happening of all acts conditions and things required to exist, happen or be performed precedent to and in connection therewith in due time, form and manner as required by law, such bonds or notes will be issued by the Issuer in a principal amount not to exceed \$3,000,000 (the “Bonds”) for the purpose of providing funds to the Borrower (a) to finance a portion of the costs of constructing, equipping and furnishing facilities of a senior living campus consisting of approximately 100 independent living apartments, 32 assisted living suites and a 40 bed nursing facility, including any existing indebtedness related thereto (the “Project”) to be located at the intersection of 53rd Avenue and Middle Road, Bettendorf, Iowa and (b) to pay costs of issuance of the Bonds.

2. Undertakings on the Part of the Issuer.

(a) The Issuer will begin the proceedings necessary to authorize the issuance of the Bonds in an aggregate principal amount not to exceed \$3,000,000.

(b) Subject to due compliance with all requirements of law, including the provisions of and the public hearing required by the Act, it will cooperate with the Borrower in the issuance and sale of such Bonds, and the proceeds from the issuance of such Bonds shall be loaned to the Borrower upon such terms sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds, as and when the same shall become due all as shall be authorized by law and mutually satisfactory to the Borrower and the Issuer.

(c) The Issuer shall determine when, in what amount, and if the Bonds may be issued without causing the Issuer to lose its qualification as a “qualified small issuer” within the meaning of Section 265(b)(3)(C) of the Code.

3. Undertakings on the Part of the Borrower.

(a) It will use all reasonable efforts to cooperate with the Issuer and comply with the Act and all other provisions of law relating to financing the Project and the issuance and sale of such Bonds.

(b) It will enter into a Loan Agreement with the Issuer under the terms of which it will obligate itself to pay to the Issuer sums sufficient to pay the principal of and interest and redemption premium, if any, on such Bonds as and when the same shall become due and payable, such instrument to contain other provisions required by law and such other provisions as shall be mutually acceptable to the Issuer and the Borrower.

(c) It will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertaking or as it may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments on the part of the Issuer and the Borrower herein are subject to the condition that on or before one year from the date hereof (or such other date as shall be mutually agreed to) the Issuer and the Borrower shall have agreed to mutually acceptable terms relating to the issuance and sale of such Bonds, and mutually acceptable terms and conditions of the documents and proceedings referred to in paragraphs 2 and 3 hereof.

(b) The Borrower agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur at its request arising from the execution of this Agreement and the performance by the Issuer of its obligation hereunder, including, but not limited to, legal fees, printing and publication costs and filing fees arising from the execution of this Agreement and the performance, or preparation to perform by the Issuer of

its obligations hereunder, done at the request of the Borrower, whether or not such Bonds are issued.

(c) All commitments of the Issuer hereunder are further subject to the conditions that the Issuer, and its elected and appointed officials, shall in no event incur any liability for any act or omission hereunder, and that such Bonds described herein shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers.

The execution of this Memorandum of Agreement by the Issuer is not intended to nor does it create a binding commitment on the part of the Issuer to proceed with the issuance of the Bonds. It is further understood that the issuance of the Bonds is subject to further review by the Board of Supervisors of the Issuer and compliance with all provisions of the Act, including the holding of a public hearing with respect thereto.

(d) Preparation of all resolutions, agreements, instruments, certificates, or other documents in final form for adoption and execution shall be the sole responsibility of Bond Counsel.

(e) In the event Sections 145 and 146 of the Code restrict the aggregate principal amount of Bonds for Tax-Exempt Organizations which the Issuer may issue in any calendar year, the Issuer may, in its discretion, rescind its commitments under Paragraph 2 hereof, without liability on the part of the Issuer.

Dated as of the 16th day of April, 2020.

SCOTT COUNTY, IOWA

By: _____
Chair of the Board of Supervisors

Attest:

County Auditor

WELLSPIRE, LLC

By: _____
Authorized Representative

**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

April 16, 2020

**APPROVAL OF WARRANTS IN THE AMOUNT OF \$1,325,132.53 AND
PURCHASING CARD TRANSACTIONS IN THE AMOUNT OF \$136,074.20**

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

- Section 1. The Scott County Board of Supervisors approves for payment all warrants numbered 304714 through 304928 and 304931 through 304932 as submitted and prepared for payment by the County Auditor, in the total amount of \$1,325,132.53.
- Section 2. The Board of Supervisors approves for payment to Wells Fargo Bank all purchase card program transactions as submitted to the County Auditor for review in the amount of \$136,074.20.
- Section 3. This resolution shall take effect immediately.