

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
September 14 - 18, 2020

Tuesday, September 15, 2020

Committee of the Whole - 8:00 am
ON-LINE/VIRTUAL MEETING

_____ PUBLIC NOTICE is hereby given that the Tuesday Scott County Board of Supervisors Committee of the Whole meeting will be held virtually.

_____ **The public may join this meetings by phone/computer/app by using the information below. Contact 563-326-8702 with any questions.

Join the September 15th 8:00 AM Committee of the Whole by dialing:
1-408-418-9388 Access Code: 146 933 7645 Pass Code: 4567

Or you may join via Webex go to www.webex.com join meeting

Access Code: 146 933 7645 Pass Code: 4567

_____ 1. Roll Call: Maxwell, Beck, Knobbe, Croken, Kinzer

_____ 2. Public Comment.

Facilities & Economic Development

_____ 3. Contract for Secondary Roads Hot Mix Asphalt (HMA) transverse joint repairs on 240th St. from 180th Ave to 210th Ave. (Item 3)

_____ 4. Public Hearing on an application from property owner Duane Mumm to rezone 0.31 acres, more or less, from Agricultural-Preservation District (A-P) to Commercial and Light Industrial District (C-2) located at 29640 Allens Grove Road in Allens Grove Township. Public Hearing to be held Thursday, September 17, 2020 at 5:00 during the Board Meeting. (Item 4)

_____ 5. Public Hearing on an application from property owner Bradley Meyer DBA Paul Meyer Chemicals, Incorporated to rezone 7.26 acres, more or less, from Agricultural-Preservation District (A-P) to Agricultural Commercial Service Floating District (ACS-F) located at 8495 New Liberty Road in Hickory Grove Township. Public Hearing to be held Thursday, September 17, 2020 at 5:00 during the Board Meeting. (Item 5)

_____ 6. Preliminary Plat for Ryan Dolan DBA Edgebrooke Homes for a residential subdivision known as Field's Edge Addition of an existing seven 7.7 acre parcel, more or less, and a 1.2 acre parcel, more or less, into eight (8) residential lots and one (1) outlot located on the east side of Criswell Avenue and north of 183rd Street in Pleasant Valley Township. (Item 6)

- ___ 7. Purchase of property located at 902 W. 4th St. from RDB, LC. (Item 7)
- ___ 8. Earnest money for potential real estate acquisition. (Item 8)

Human Resources

- ___ 9. Request to fill multi-service clerk vacancy in the Recorder's Office. (Item 9)
- ___ 10. Staff appointments. (Item 10)

Health & Community Services

- ___ 11. Fiscal Year 2021 contractual agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County for prevention services. (Item 11)
- ___ 12. Tax suspension requests. (Item 12)

Finance & Intergovernmental

- ___ 13. Designation of Drop Box as Accessory of Auditor's Office. (Item 13)
- ___ 14. Application for a grant from the Federal HAVA Cares Act Funds Program to support the 2020 Scott County General Election. (Item 14)
- ___ 15. City of Bettendorf tax abatement request. (Item 15)
- ___ 16. Judicial Dialog Maintenance and Support. (Item 16)
- ___ 17. Board appointments for Benefited Fire District #3 and Building Board of Appeals. (Item 17)

Other Items of Interest

- ___ 18. Virtual meeting progress update.
- ___ 19. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, September 17, 2020

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

Public Hearing

- _____ 1. Public Hearing relative to an application from property owner Duane Mumm to rezone 0.31 acres, more or less, from Agricultural-Preservation District (A-P) to Commercial and Light Industrial District (C-2) in Allens Grove Township.
- _____ 2. Public Hearing relative to an application from property owner Bradley Meyer DBA Paul Meyer Chemicals, Incorporated to rezone 7.26 acres, more or less, from Agricultural-Preservation District (A-P) to Agricultural Commercial Service Floating District in Hickory Grove Township.

Instructions for Unmuting Phone Line during Board Meeting teleconference

Telephones lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or *6 on their phone.

Connect via Computer or application:

Host: www.webex.com Meeting number: **146 933 7645** Password: **4567**

Link to meeting (click): [Scott County Board of Supervisor Meeting 09-15-20 8:00 AM](#)

Full Link:

<https://scottcountyiowa.webex.com/scottcountyiowa/onstage/g.php?MTID=ee596628d7b1331e10d3071e9b18cfe0c>

Connect via telephone:

1-408-418-9388 Meeting number: **146 933 7645** Password: **4567**

Telephone / Cell Phones Connections:

Telephones lines will be placed on mute during the meeting. Participants may unmute their line using the mute icon or *6 on their phone.

Participants may “raise their hand” but using *3.



When called upon for comments by the Board,


1. A user must have his or her own device unmuted.
2. The user may then unmute his or her conference line by keying * 6


Computer / Application Connections:

If connected via web application or computer, the user should look for the microphone symbol and click to mark it as clear, not red.

You can mute yourself so that everyone can concentrate on what's being discussed.

While you're on a call or in a meeting, select  at the bottom of the meeting window. You'll know it's working when the button turns red, .

If you want to unmute yourself, select . Others can hear you when the button turns gray.

When you're muted and move away from the call controls, the mute button moves to the center of your screen and fades in color  to indicate that you're still muted.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.gov
WEB SITE - www.scottcountyiowa.gov



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: Hot Mix Asphalt (HMA) Pavement Transverse Joint Repair Maintenance Project

DATE: September 8, 2020

The Scott County Secondary Roads Department requested quotes for repairing faulted transverse HMA pavement joints on 240th Street (F45) between 180th Avenue and 210th Avenue. The existing transverse joints are separated and depressed, severely affecting the quality of ride. The wide joints allow water and salt to easily infiltrate into the road base causing further deterioration.

Quotes were solicited from four contractors that perform HMA pavement maintenance services. There are several different methods and products used for repairing faulted transverse joints. The contractors were asked to evaluate the road and provide a quote for the type of repair they recommend and can perform. Each contractor quoted a different product to be used.

The following quotes were received:

<u>Contractor</u>	<u>Cost</u>	<u>Product</u>
Bargen Incorporated, Mountain Lake, MN:	\$46,625.00	(Maxwell – Gap-Mastic)
Denco Highway Construction Corp., Mingo, IA:	\$16,890.50	(CSS-1H Emulsion Slurry Leveling)
Manatts, Inc., Camanche, IA:	\$38,610.00	(Crafco – Mastic One)
Pate Asphalt Systems, Marion, IA:	NO BID	

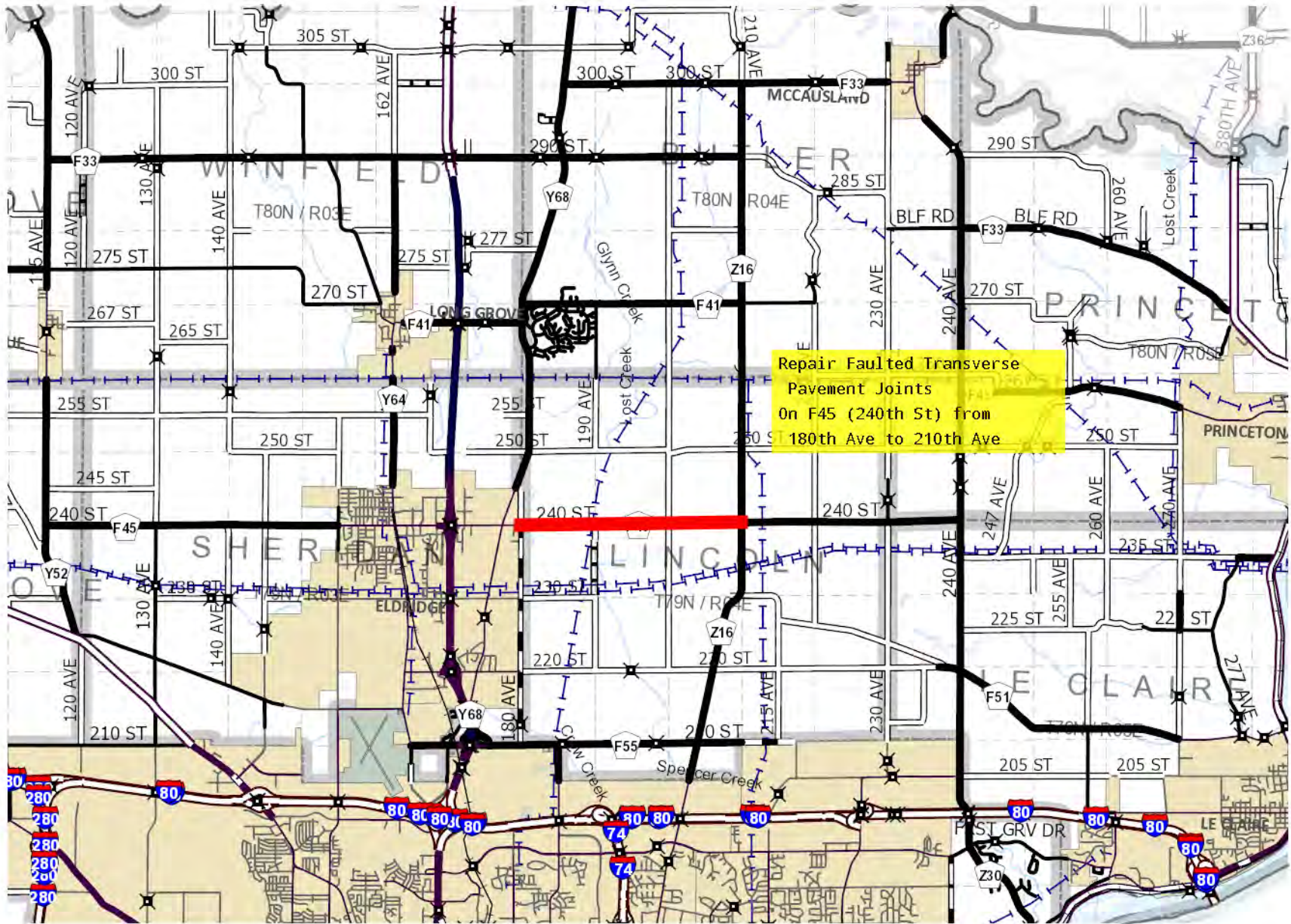
I recommend entering into a contract with Bargen Incorporated contingent on the unit prices submitted in their quote. The product they recommend is a rubberized hot pour patching material that is designed to repair wide cracks and depressed broken-up areas in HMA pavement surfaces. The cracks will be cleaned of debris, sprayed with a tack coat, and sealed with the hot pour patching material. We have used all of the quoted products for similar repairs on our roads and the product proposed by Bargen Incorporated is performing the best.

The final cost will be based on actual quantities placed. We have approximately \$325,000 remaining in our FY2021 budget for HMA pavement maintenance. Included with this memo is a project location map.

F45 Transverse Joint Repair Project

Scott - ICEASB Easy Map

2:05 PM, Thu, Sep 3, 2020



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

September 17, 2020

AWARD OF CONTRACT FOR SCOTT COUNTY SECONDARY ROADS HMA TRANSVERSE
JOINT REPAIRS ON 240TH STEET FROM 180TH AVENUE TO 210TH AVENUE

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

Section 1. That the contract for HMA Transverse Joint Repairs
on 240th Street from 180th Avenue to 210th Avenue be
awarded to Bargen Incorporated contingent on the
submitted unit prices.

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

Section 3. That this resolution shall take effect
immediately.

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Taylor Beswick, Planning & Development Specialist

Date: September 8, 2020

Re: Discussion of Public Hearing and presentation of Planning and Zoning Commission's recommendation on the application of Duane Mumm to rezone a 0.31 acre tract, more or less, from "Agriculture-Preservation District (A-P)" to "Commercial and Light Industrial District (C-2)" legally described part of the SE¼NW¼ of Section 18 in Allens Grove Township ([Parcel# 021819008](#)).

On September 1, 2020, the Planning and Zoning Commission unanimously recommended approval of this rezoning in accordance with staff's recommendation. Even though the property is currently zoned Ag-Preservation (A-P). The rezoning application states that the purpose of the rezoning is to allow the current lot containing one (1) warehouse to be sold with its existing use. The area to be rezoned is not shown on the Future Land Use Map, but the request does not propose any land use change. The warehouse has existed on the lot since 1960. The property is not currently served by either public sewer or water service, and therefore any development must comply, or continue to comply, with State and County health regulations for private wells and on-site wastewater treatment. Given the lack of sewer and water facilities, the applicant states the only reasonable use of the property with the existing warehouse is for storage – a permitted use in the C-2 zoning district.

The applicant was present at the Commission's public hearing to answer any questions from the Commission. No members of the public spoke for or against the request. The Commission discussed the fact that even though this property was zoned A-P it was an existing commercial property that had no ag use and it was in an area where adjacent land to the southeast was zoned C-2.

The Commission determined that the request met a preponderance of the criteria of the land use policies so that the property can be divided to create a separate lot for each existing residence.

PLANNING COMMISSION RECOMMENDATION: To approve the request to rezone this property from Agricultural-Preservation (A-P) to Commercial and Light Industrial District (C-2) based on its compliance with a preponderance of the criteria of the Revised Land-Use Policies

Vote: All Ayes (4-0)



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



Applicant: Duane Mumm

Request: Rezone a 0.31 acre parcel from Agricultural Preservation (A-P) to Commercial Light Industrial (C-2)

Address: 29640 Allens Grove Road, Dixon

Legal Description: 0.31 acre parcel, located in Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18, in Allens Grove Township.

General Location: Approximately $\frac{1}{4}$ mile southeast of the incorporated city limits of the City of Dixon along Allens Grove Road.

Existing Zoning: Agricultural-Preservation (A-P)

Proposed Zoning: Commercial Light Industrial (C-2)

Surrounding Zoning:

- North:** Agricultural-General (A-G)
- South:** Agricultural-Preservation (A-P)
- East:** Commercial Light Industrial (C-2)
- West:** Agricultural-Preservation (A-P)

GENERAL COMMENTS: This request is to rezone a 0.31 acre parcel of land from Agricultural-Preservation (A-P) to Commercial Light Industrial (C-2). The rezoning application states that the purpose of the rezoning is to allow the current lot containing one (1) warehouse to be sold with its existing use.

STAFF REVIEW: Staff has reviewed this request for its adherence to the Scott County Zoning Ordinance and to the Scott County Land Use Policies. Any proposed changes in zoning in the rural unincorporated area of the county should comply with a preponderance of the applicable Scott County Land Use Policies:

Is the development in compliance with the adopted Future Land Use Map?

The area to be rezoned is not shown on the Future Land Use Map, but the request does not propose any land use change. The warehouse has existed on the lot since 1960.

Is the development on marginal or poor agricultural land?

Containing one (1) warehouse, none of the area to be rezoned is currently in agricultural production which would limit the applicability of this criteria.



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



Does the proposed development have access to adequately-constructed, paved roads?

The area to be rezoned has frontage along Allens Grove Road, an adequately-constructed, paved County road.

Does the proposed development have adequate provision for public or private sewer and water services?

The property is not currently served by either public sewer or water service, and therefore any development must comply, or continue to comply, with State and County health regulations for private wells and on-site wastewater treatment. Given the lack of sewer and water facilities, the applicant states the only reasonable use of the property with the existing warehouse is for storage – a permitted use in the C-2 zoning district. The County Health Department did not have any comments or concerns regarding the proposal.

Is the area near existing employment centers, commercial areas and does not encourage urban sprawl?

The area to be rezoned is near the city limits of Dixon. In addition, the area to be rezoned is adjacent to six (6) parcels, encompassing 7 acres, and located in the C-2 Zoning District. Since the proposal is not changing the existing land use, as stated above, it would not be seen as encouraging urban sprawl.

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

The intent of the Scott County land use policies is not only to limit or prevent the conversion of prime agricultural land for development, but also to prevent the incursion of non-farming neighbors into agricultural areas. The area to be rezoned is near other commercial light industrial, residential, and industrial land use, and thus would cause little added disruption to existing agricultural activities.

Does the area have stable environmental resources?

The area to be rezoned is generally flat and approval of this rezoning will not result in any additional development.

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

The rezoning would not be inconsistent with the general vicinity's land use patterns and would not require buffering.

Is there a recognized need for such development?

Again, approval of this rezoning will not result in any additional commercial development.



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



Public Comment & Department Review

Staff has mailed notification to the adjacent property owners within five hundred feet (500') of this property of this hearing. A sign has also been placed on the property stating the date and time this request would be heard by the Planning and Zoning Commission. Staff has not, as of yet, received any calls or comments on this request.

Staff has also notified the County Engineer, County Health Department, Scott County soil conservationist, Bi-State Regional Commission, and the City of Dixon for review and comment. Bi-State Regional Commission submitted a review of the request, which generally described it as an appropriate zoning change.

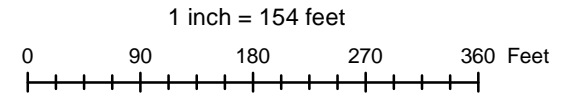
RECOMMENDATION: Staff recommends that the rezoning of this property from Agricultural-Preservation (A-P) to Commercial Light Industrial (C-2) be approved based on its compliance with a preponderance of the criteria of the Revised Land-Use Policies.

Submitted by:
Taylor Beswick, Planning & Development Specialist
August 27, 2020



Location/Aerial - Mumm "A-P" to "C-2" Rezoning Request

Scott County, Iowa



Mumm Property

Parcels

MUMM
DUANE A

SIEMSEN
RICHARD A

PEWE
GILBERT JR

WOLFE
CHARLES L

SHRINERS
HOSPITAL FOR
CRIPPLED

ALLENS
GROVE RD

WOLFE
CHARLES L

WILKINS
DOROTHY T

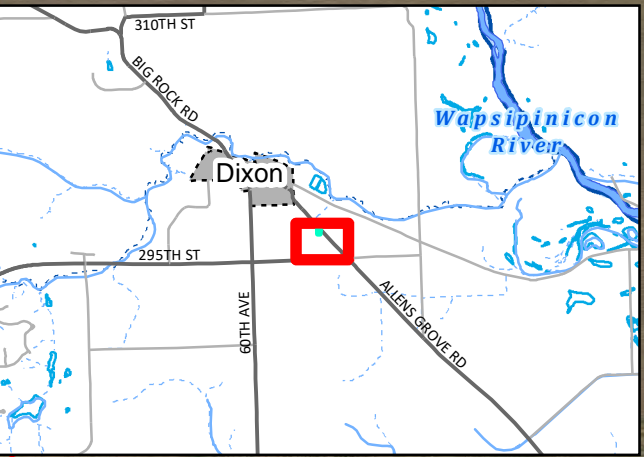
SCHABILION
MICHAEL K

ECONO-METHODS
ENGINEERING INC

ECONO-METHODS
ENGINEERING INC

ECONO-METHODS
ENGINEERING INC

RV



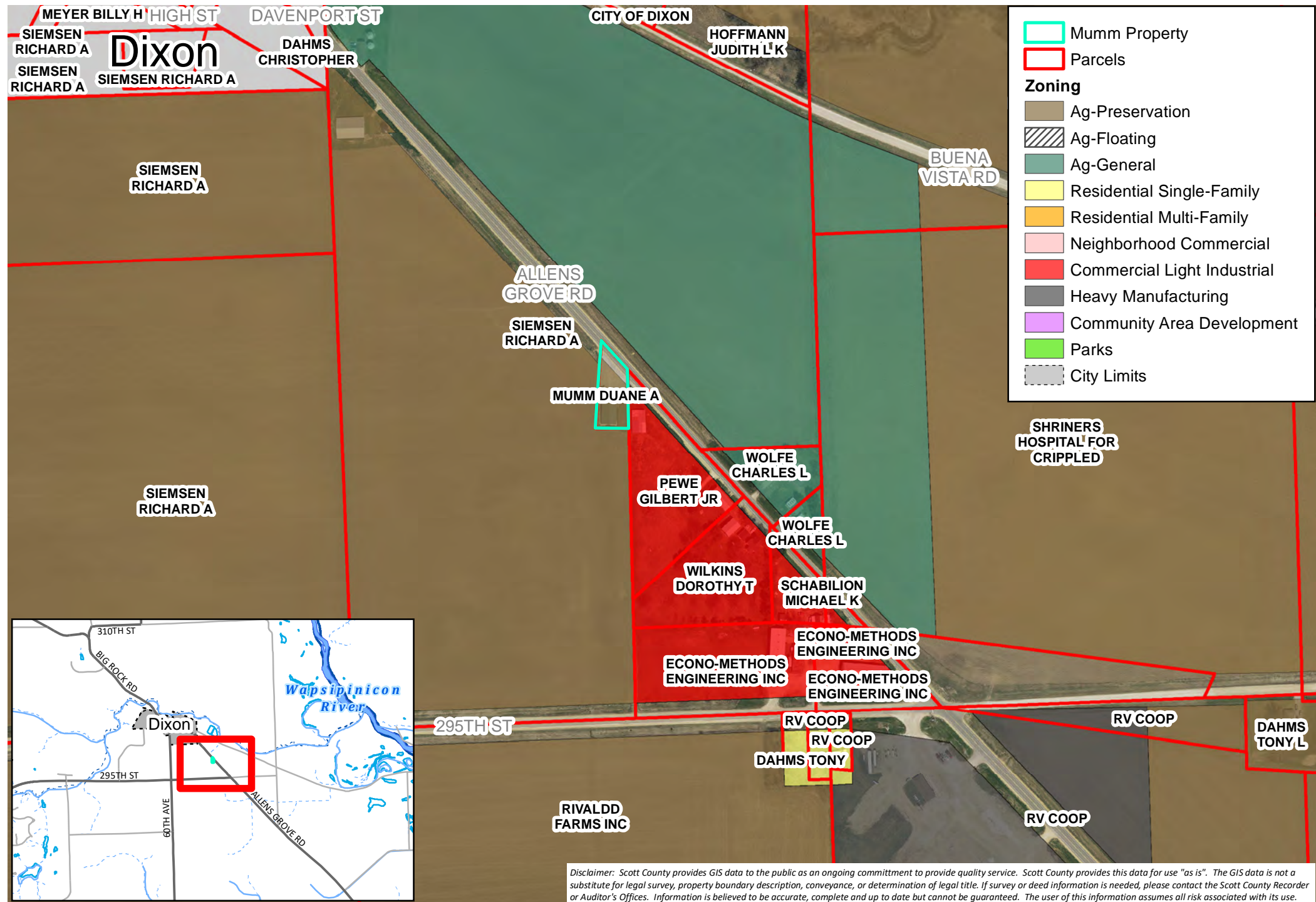
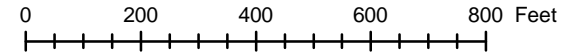
Disclaimer: Scott County provides GIS data to the public as an ongoing commitment to provide quality service. Scott County provides this data for use "as is". The GIS data is not a substitute for legal survey, property boundary description, conveyance, or determination of legal title. If survey or deed information is needed, please contact the Scott County Recorder or Auditor's Offices. Information is believed to be accurate, complete and up to date but cannot be guaranteed. The user of this information assumes all risk associated with its use.



Current Zoning - Mumm "A-P" to "C-2" Rezoning Request

Scott County, Iowa

1 inch = 334 feet

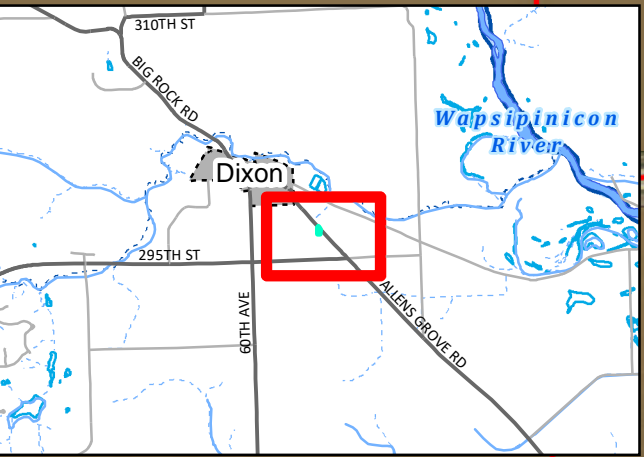


Mumm Property

Parcels

Zoning

- Ag-Preservation
- Ag-Floating
- Ag-General
- Residential Single-Family
- Residential Multi-Family
- Neighborhood Commercial
- Commercial Light Industrial
- Heavy Manufacturing
- Community Area Development
- Parks
- City Limits



Disclaimer: Scott County provides GIS data to the public as an ongoing commitment to provide quality service. Scott County provides this data for use "as is". The GIS data is not a substitute for legal survey, property boundary description, conveyance, or determination of legal title. If survey or deed information is needed, please contact the Scott County Recorder or Auditor's Offices. Information is believed to be accurate, complete and up to date but cannot be guaranteed. The user of this information assumes all risk associated with its use.

Site Photo 1 / 4 : Looking South onto Property



Site Photo 2 / 4 : South East on Allens Grove Rd



Site Photo 3 / 4 : North West on Allens Grove Rd



Site Photo 4 / 4 : East Across Allens Grove Rd



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Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Taylor Beswick, Planning & Development Specialist

Date: September 8, 2020

Re: Discussion of Public Hearing and presentation of Planning and Zoning Commission's recommendation on the application of Bradley Meyer DBA Paul Meyer Chemical, Inc. to rezone a 7.26 acre tract, more or less, from "Agriculture-Preservation District (A-P)" to "Agricultural Commercial Service Floating District (ACS-F)" legally described part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16 in Hickory Grove Township ([Parcel# 921635003](#))..

On September 1, 2020, the Planning and Zoning Commission unanimously recommended approval of this rezoning in accordance with staff's recommendation, with four (4) conditions. The area requested for rezoning is currently zoned A-P, located to the south of a 7.41 acre parcel, zoned ACS-F. This is the current location of Paul Meyer Chemicals, Incorporated. The applicant states the rezoning would allow the business to expand their property 750 feet to the south and construct a dry fertilizer storage building. The proposed 80' X 120' foot storage structure will be located in the northeast area of the area to be rezoned.

The Area requested to be rezoned is a tract of land currently part of a 57.7 acre parcel containing tilled agriculture land. Upon approval of the rezoning, the tract of land will be procured through administratively approved Boundary Line Adjustment (BAS) with a Plat of Survey in accordance with the Scott County Subdivision Ordinance.

The applicant was present at the Commission's public hearing to answer any questions from the Commission. One neighbor, Lee Friederichs (8815 New Liberty Road), spoke at the hearing with concerns of increased light-spillage from the expansion of the business. He is not opposed to the expansion as long as any new lighting does not illuminate adjacent properties.

The Commission determined that the request met a preponderance of the criteria of the land use policies so that the property can be divided to create a separate lot for each existing residence.

PLANNING & DEVELOPMENT

600 West Fourth Street

Davenport, Iowa 52801-1106

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Timothy Huey
Director

PLANNING COMMISSION RECOMMENDATION: To approve the request to rezone this property from Agricultural-Preservation (A-P) to Agricultural Commercial Service Floating District (ACS-F) based on its compliance with a preponderance of the criteria of the Revised Land-Use Policies with the following four (4) conditions:

1. All changes to the site plan be approved by Scott County Planning & Development Department;
2. All building plans be submitted and approved by the Scott County Planning & Development Department;
3. All State requirements be met for the storage of dry fertilizer; and
4. Any lighting for the expansion of the business limit light-spillage on neighboring properties.

Vote: All Ayes (4-0)



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



- Applicant:** Bradley Meyer DBA Paul Meyer Chemical, Inc.
- Request:** Rezone 7.26 acres from Agricultural Preservation (A-P) to Agricultural Commercial Service Floating District (ACS-F)
- Address:** 8495 New Liberty Road, Walcott
- Legal Description:** Part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16 in Hickory Grove Township ([Parcel# 921635003](#))
- General Location:** Approximately $\frac{1}{2}$ mile west of the incorporated city limits of the City of Maysville along New Liberty Road. Area requested to be rezoned is a 7.26 acre tract of land, more or less, proposed to be purchased from Paul Meyer Revocable Trust. The tract of land is located to the south of the current business at 8495 New Liberty Road, Walcott and is currently part of a 57.7 acre parcel containing tilled agriculture land.
- Existing Zoning:** Agricultural-Preservation (A-P)
- Proposed Zoning:** Agricultural Commercial Service Floating District (ACS-F)
- Surrounding Zoning:**
- North:** Agricultural Commercial Service Floating District (ACS-F)
 - South:** Agricultural-Preservation (A-P)
 - East:** Agricultural-Preservation (A-P)
 - West:** Agricultural-Preservation (A-P)

GENERAL COMMENTS: This request is to rezone 7.26 acres from Agricultural Preservation (A-P) to Agricultural Commercial Service Floating District (ACS-F). The area requested for rezoning is adjacent to a 7.41 acre parcel, zoned ACS-F and the location of Paul Meyer Chemicals, Incorporated. The applicant states the rezoning would allow the business to expand their property 750 feet to the south and construct a dry fertilizer storage building. The proposed 80' X 120' foot storage structure will be located in the northeast area of the area to be rezoned.

The Area requested to be rezoned is a tract of land located to the south of the current business at 8495 New Liberty Road, Walcott and is currently part of a 57.7 acre parcel containing tilled agriculture land. Upon approval of the rezoning, the tract of land will be procured through administratively approved Boundary Line Adjustment (BAS) with a Plat of Survey in accordance with the Scott County Subdivision Ordinance.

The A-P zoning District is not intending for commercial or industrial uses, except as



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



provided through the provision for overlay districts (floating district). The “ACS-F” Agriculture Commercial Service Floating District is intended and designed to serve the agriculture community by allowing agriculture commercial service development to locate in certain unincorporated areas. The site plan approval will occur in conjunction with the rezoning review and approval. The standards, criteria and conditions of approval will be applied, as deemed appropriate and applicable, during the rezoning review and approval process.

STAFF REVIEW: Staff has reviewed this request for its adherence to the Scott County Zoning Ordinance and to the Scott County Land Use Policies. Any proposed changes in zoning in the rural unincorporated area of the county should comply with a preponderance of the applicable Scott County Land Use Policies:

Is the development in compliance with the adopted Future Land Use Map?

The area to be rezoned is not shown on the Future Land Use Map.

Is the development on marginal or poor agricultural land?

The area to be rezoned is currently in agricultural production. The CSR rating ranges from 70 to 90.

Does the proposed development have access to adequately-constructed, paved roads?

The area to be rezoned is adjacent to the current business, Paul Meyer Chemical, Inc., and has frontage along New Liberty Road, an adequately-constructed, paved County road.

Does the proposed development have adequate provision for public or private sewer and water services?

The property to be rezoned will serve as an expansion to the current business which currently has well and septic. The Health Department requires the placement of the storage building at least 100 feet from the water well and that the storage building have a separate septic system if it is to have any plumbing systems.

Is the area near existing employment centers, commercial areas and does not encourage urban sprawl?

The area to be rezoned is near the city limits of Maysville. In addition, the area to be rezoned is adjacent to 7.7 acre parcel zoned ACS-F containing Paul Meyer Chemical, Inc.



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



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

The intent of the Scott County land use policies is not only to limit or prevent the conversion of prime agricultural land for development, but also to prevent the incursion of non-farming neighbors into agricultural areas. The area to be rezoned is near other commercial light industrial land use, and thus would cause little added disruption to existing agricultural activities.

Does the area have stable environmental resources?

The area to be rezoned is generally flat and approval of this rezoning will only result in the development of a storage structure.

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

The original site plan review in 1993 for Paul Meyer Chemical deemed the site to be sufficiently buffered from other less intensive land uses. The property to be rezoned and the current business site are surrounded by tilled agricultural land. No development has occurred in the vicinity of the property in the past 25 years.

Is there a recognized need for such development?

Paul Meyer Chemical, Inc. has been successful over the years and sees the need to expand their local storage of dry fertilizer on-site. Currently, fertilizer is transported directly to the field.

Criteria for Land to be Rezoned “ACS-F”

The proposed facility shall be defined as including the buildings, improvements, maneuvering and parking area, and storage area which are graveled or paved. The facility must be located on a tract of ground where the main entrance to the facility is on or within 660 feet of a paved public road.

The business currently has an entrance that meets this criteria.

The entrance to the facility must have at least 1,000 feet line of sight in both directions on the public road. The County Engineer will approve the location of the main entrance in accordance with the Iowa Department of Transportation standards and specifics and Appendix I of the Scott County Subdivision Ordinance.

The business currently has an entrance that meets this criteria.



PLANNING & ZONING COMMISSION
STAFF REPORT
September 1, 2020



The separation spacing between the facility and any property line shall be at least 50 feet. The separation spacing to the closest neighbor's home and accessory buildings shall be at least 400 feet at time of application. The separation spacing to a residential zoning district shall be at least 400 feet.

The proposed storage structure on the development site is setback at least 50 feet from all property lines. The nearest neighbor's home and accessory building is located to the west at 8397 New Liberty Road and is approximately 925 feet away from the development site. The nearest residential zoning district is located within the City of Maysville and is spaced ½ mile from the development site.

The facility must not be located in a designated 100-year floodplain or within 200 feet of any river, stream, creek, pond, or lake or 400 feet of another environmentally sensitive area, park, or preserve.

The development site is not located in a designated floodplain and is approximately 1,600 feet to the north of from Hickory Creek.

The minimum lot size shall be one (1) acre.

The proposed site is 7.26 acres, surpassing this criteria.

Facility shall be surrounded by an adequate security system to deny public access to potentially hazardous areas.

The applicant is proposing to secure the site lockable sliding doors.

Advertising signs shall not be larger than 100 square feet.

The applicant is proposing an expansion of a business located adjacent to the development site and is not adding additional signs.

Underground storage shall not be allowed on site.

The applicant is proposing a above-ground storage structure for fertilizer.

Public Comment & Department Review

Staff has mailed notification to the adjacent property owners within five hundred feet (500') of this property of this hearing. A sign has also been placed on the property stating the date and time this request would be heard by the Planning and Zoning Commission. Staff has not, as of yet, received any calls or comments on this request.

Staff has also notified the County Engineer, County Health Department, Scott County soil conservationist, Bi-State Regional Commission, and the City of Maysville for review and comment. Bi-State Regional Commission submitted a review of the request, which



PLANNING & ZONING COMMISSION

STAFF REPORT

September 1, 2020



generally described it as an appropriate zoning change. One public comment was received from a neighbor concerned with the additional lighting for the proposed storage facility.

RECOMMENDATION: Staff recommends that the rezoning of this property from Agricultural-Preservation (A-P) to Agricultural Commercial Service Floating District (ACS-F) be approved based on its compliance with a preponderance of the criteria of the Revised Land-Use Policies with the following conditions:

1. All changes to the site plan be approved by Scott County Planning & Development Department;
2. All building plans be submitted and approved by the Scott County Planning & Development Department; and
3. All State requirements be met for the storage of dry fertilizer.

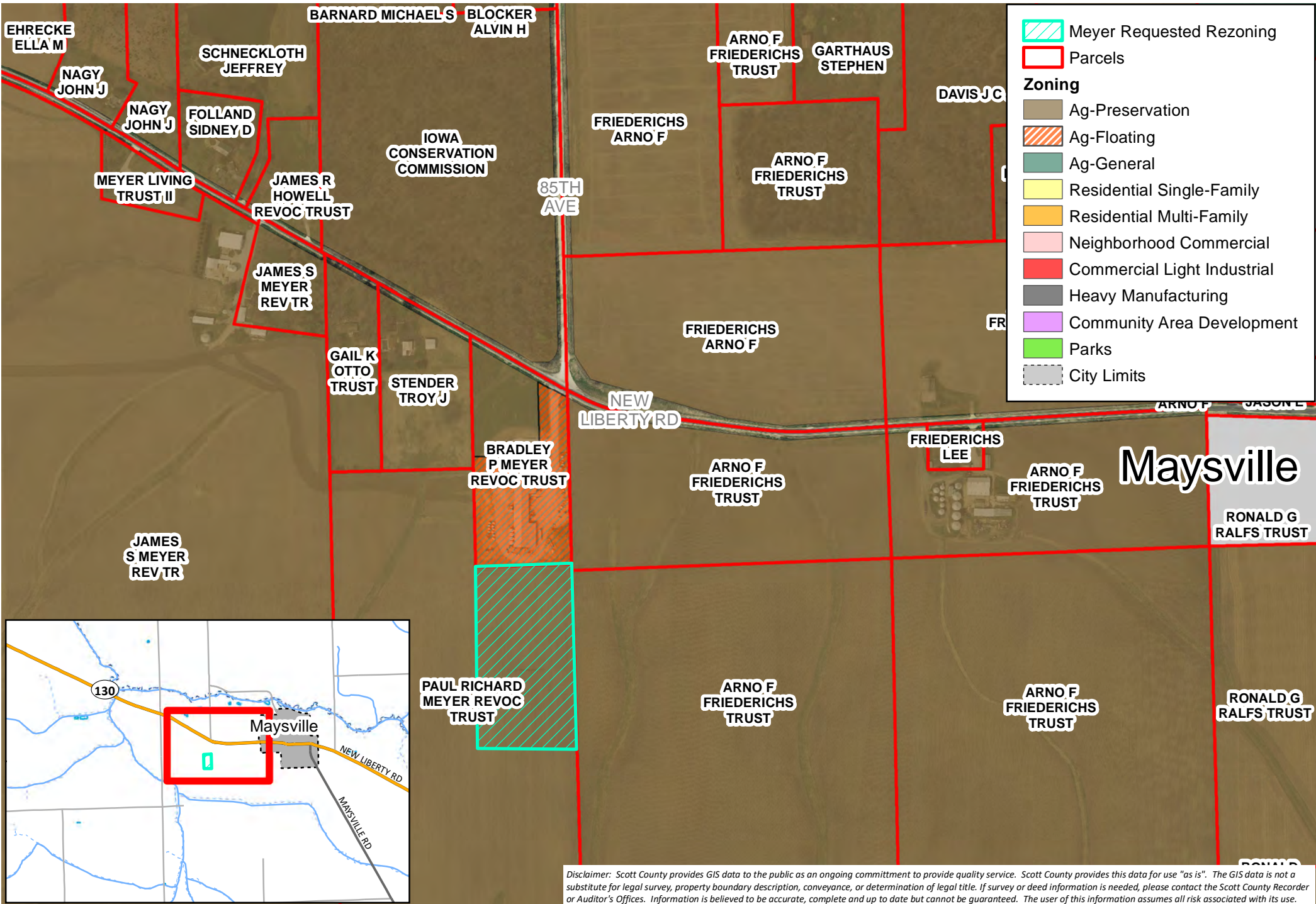
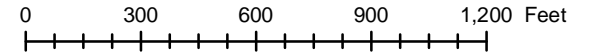
Submitted by:
Taylor Beswick, Planning & Development Specialist
August 28, 2020



Current Zoning - Meyer Chemical "A-P" to "ACS-F" Rezoning Request

Scott County, Iowa

1 inch = 500 feet



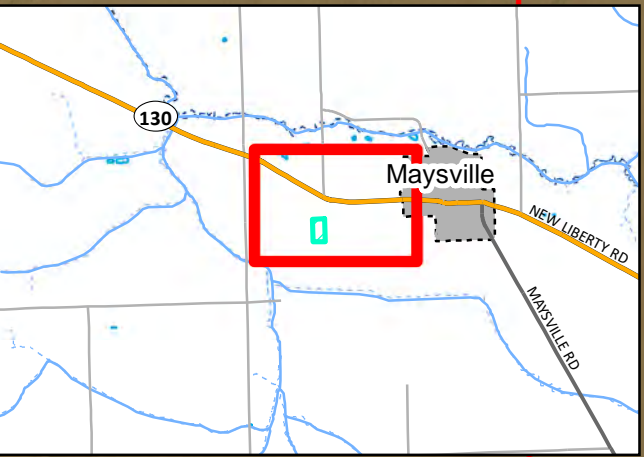
Meyer Requested Rezoning

Parcels

Zoning

- Ag-Preservation
- Ag-Floating
- Ag-General
- Residential Single-Family
- Residential Multi-Family
- Neighborhood Commercial
- Commercial Light Industrial
- Heavy Manufacturing
- Community Area Development
- Parks
- City Limits

Maysville



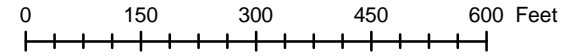
Disclaimer: Scott County provides GIS data to the public as an ongoing commitment to provide quality service. Scott County provides this data for use "as is". The GIS data is not a substitute for legal survey, property boundary description, conveyance, or determination of legal title. If survey or deed information is needed, please contact the Scott County Recorder or Auditor's Offices. Information is believed to be accurate, complete and up to date but cannot be guaranteed. The user of this information assumes all risk associated with its use.



Location/Aerial - Meyer Chemical "A-P" to "ACS-F" Rezoning Request

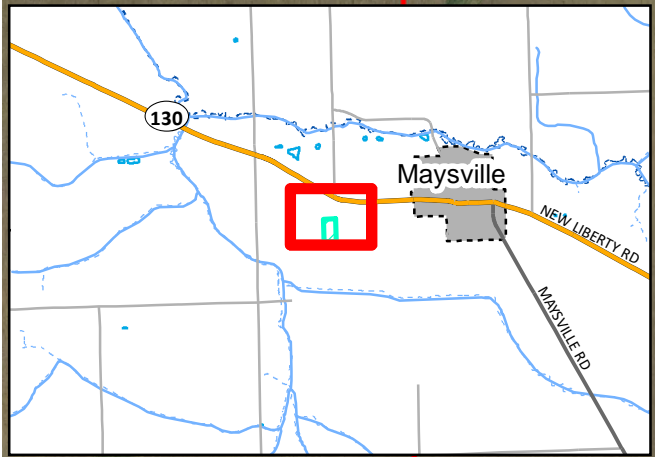
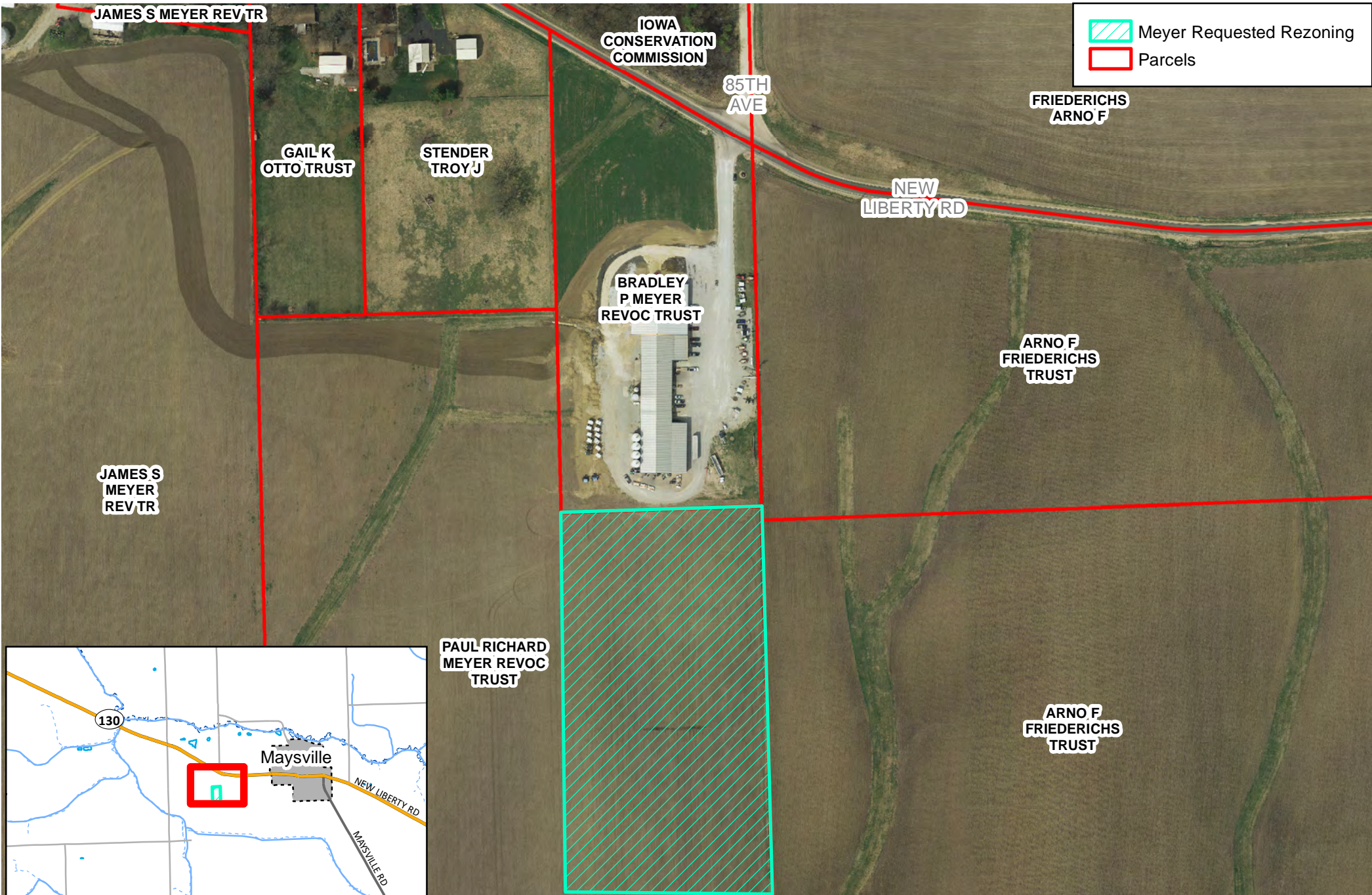
Scott County, Iowa

1 inch = 250 feet



 Meyer Requested Rezoning

 Parcels



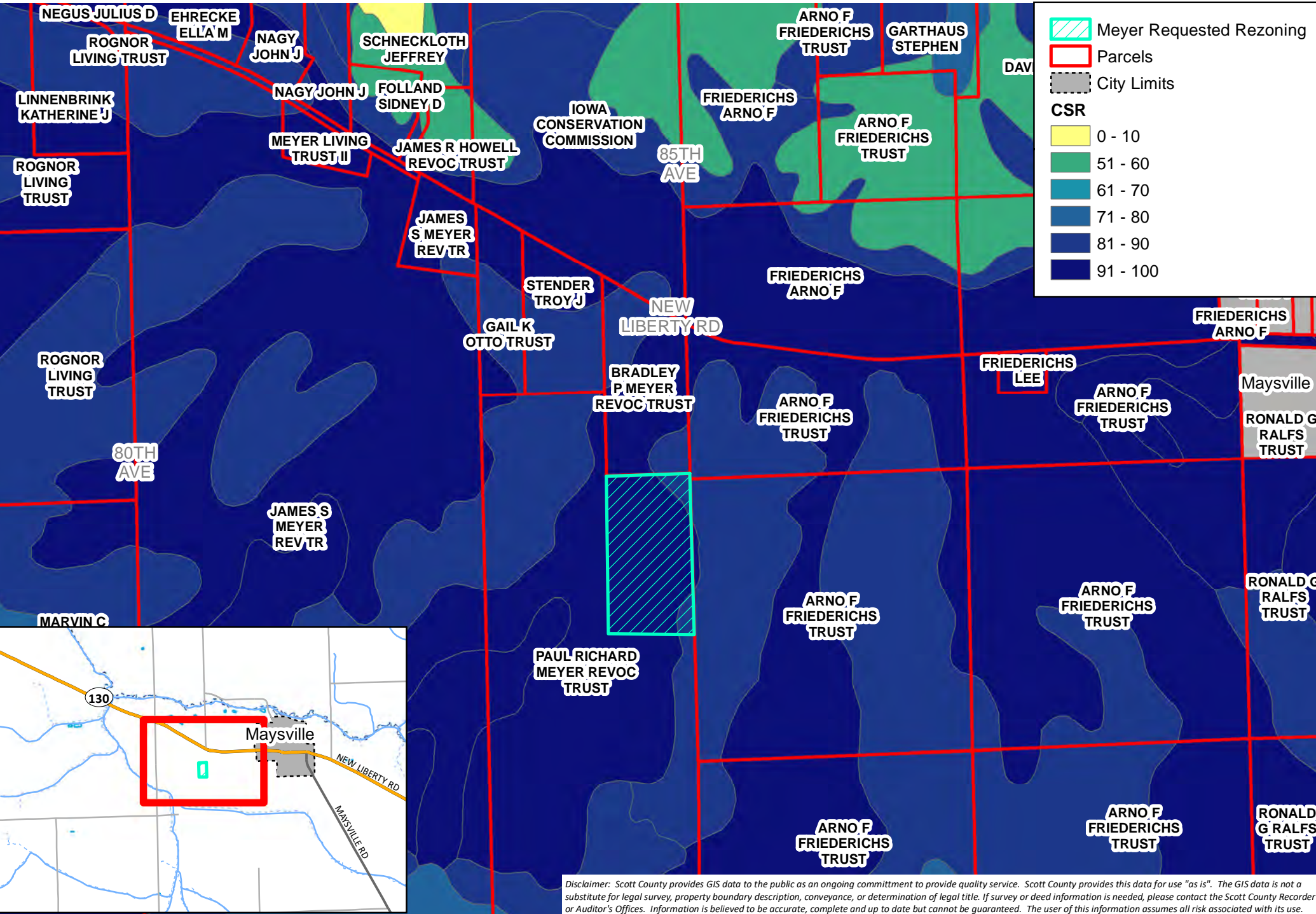
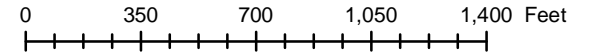
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CSR - Meyer Chemical "A-P" to "ACS-F" Rezoning Request

Scott County, Iowa

1 inch = 583 feet



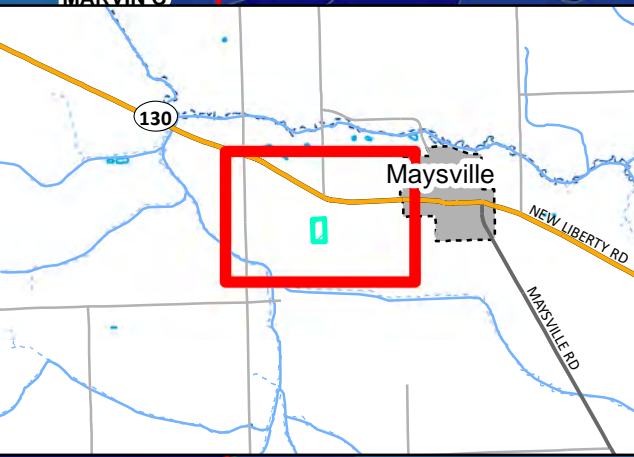
Meyer Requested Rezoning

Parcels

City Limits

CSR

- 0 - 10
- 51 - 60
- 61 - 70
- 71 - 80
- 81 - 90
- 91 - 100



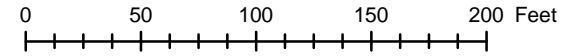
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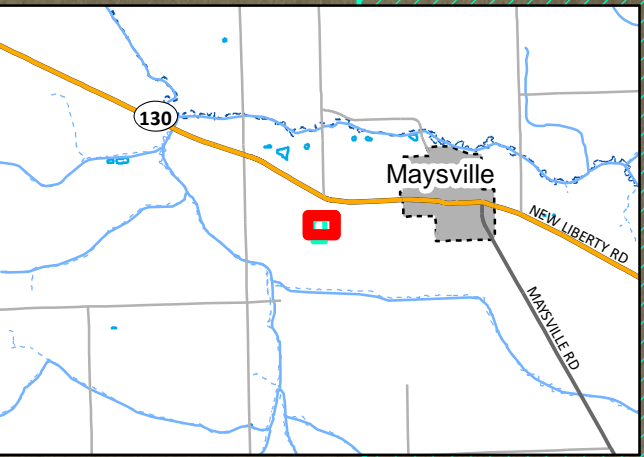
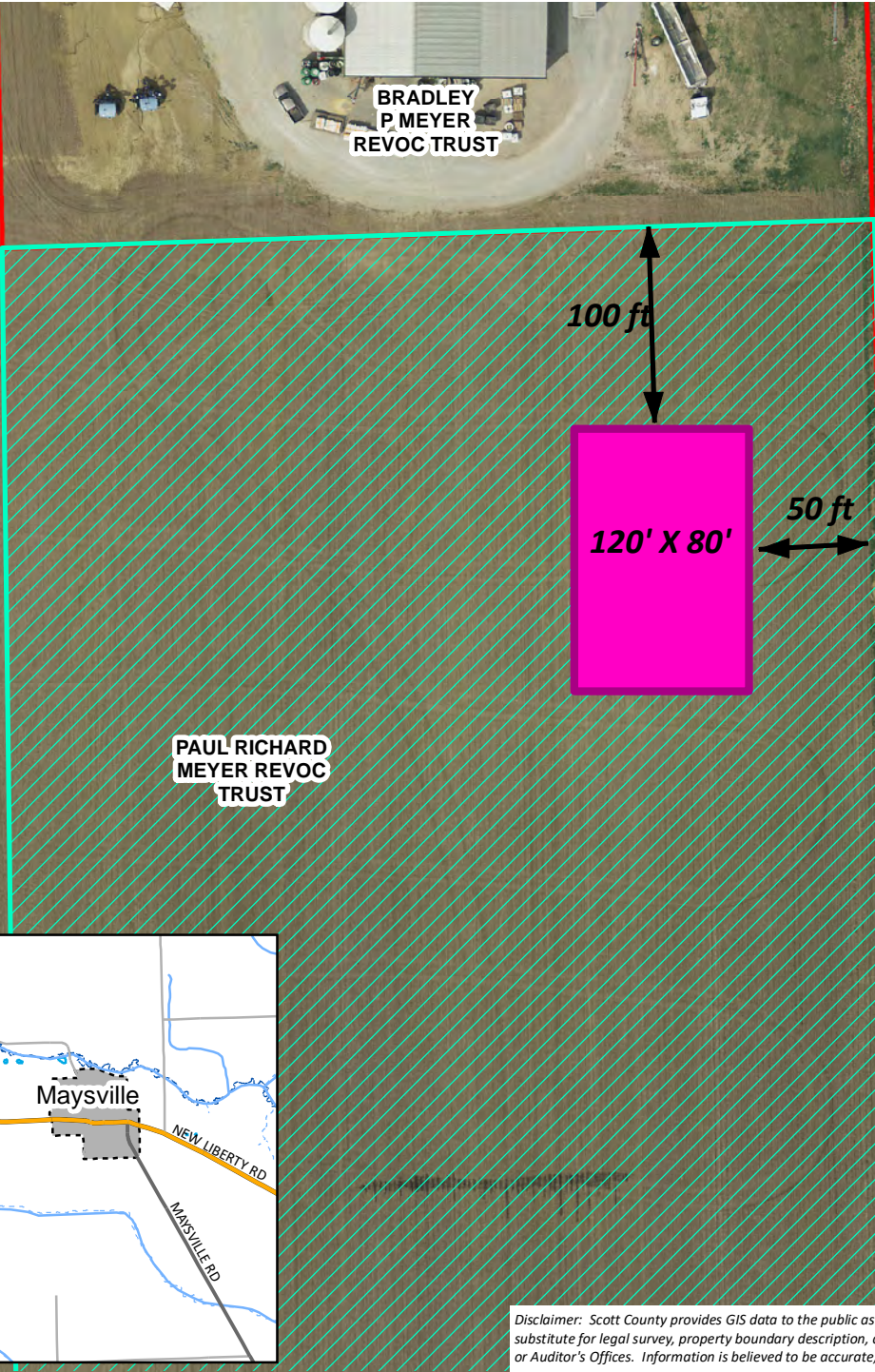
Site Plan - Meyer Chemical "A-P" to "ACS-F" Rezoning Request

Scott County, Iowa

1 inch = 83 feet



- Proposed_Structure
- Meyer Requested Rezoning
- Parcels



Disclaimer: Scott County provides GIS data to the public as an ongoing commitment to provide quality service. Scott County provides this data for use "as is". The GIS data is not a substitute for legal survey, property boundary description, conveyance, or determination of legal title. If survey or deed information is needed, please contact the Scott County Recorder or Auditor's Offices. Information is believed to be accurate, complete and up to date but cannot be guaranteed. The user of this information assumes all risk associated with its use.

Site Photo 1 / 4 : West at Current Business



Site Photo 2 / 4 : South at Proposed Development Site



Site Photo 3 / 4 : North Along East Property Line



Site Photo 4 / 4 : East onto North Liberty Rd



PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Taylor Beswick, Planning and Development Specialist

Date: September 8, 2020

Re: Planning and Zoning Commission recommendation to approve the Preliminary Plat of Field's Edge Addition, an eight (8) lot residential Major Subdivision located in part of SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Pleasant Valley Township.

This Preliminary Plat for Field's Edge Addition was submitted for the September 1, 2020 Planning and Zoning Commission meeting. This is a resubmission by the applicant Ryan Dolan DBA Edgebrooke Homes. On July 7th the Planning and Zoning Commission voted 4-1 to recommend denial without prejudice due to concerns with the lack of erosion control. On July 23rd in accordance with the Planning and Zoning Commission's recommendation, the Board of Supervisors voted unanimously to deny the Preliminary Plat of Field's Edge Addition.

At the July 7th Planning and Zoning Commission meeting, the Planning Commission recommended the Board deny the Preliminary Plat without prejudice to allow an erosion control plan to be prepared by a professional engineer and for those temporary erosion control measures to be put in place prior to this Preliminary Plat being resubmitted to the Planning Commission. This was due to the previously expressed concerns from neighboring property owners with erosion and sediment runoff from areas on the property that had been graded and filled by the applicant.

Included with the resubmittal of the Preliminary Plat for Field's Edge Addition is a Stormwater Pollution Prevention Plan, an Erosion Control Plan, and Erosion Control Plan details. These plans have been distributed to the Commissioners and County Departments for review.

Staff has visited the development site recently and observed silt fencing installed at the site. Also of note, significant grading is currently occurring on 40-plus acres of property proposed for a single-family residential development in the City of Bettendorf. This property is located directly west of the Field's Edge Development, across Criswell Street, and drains into the same unnamed water source as the Field's Edge Addition development.

The County Engineer has reviewed the Stormwater Prevention Plan and the Erosion Control Plan and notes the Erosion Control Plan requires the contractor to inspect the erosion control devices on a weekly basis and after each rainfall. The County Engineer is requesting that copies of the contractor erosion reports be submitted to her office on a weekly basis.

The County Engineer also notes the temporary turnaround is not acceptable as shown on the Preliminary Plat. The hammerhead design is acceptable, but requires a hard surface. Gravel is not acceptable.

No members of the public spoke for or against the application during the meeting. No additional comments have been received at this time from the other departments, agencies, or the public. The applicant was present at the Commission's public hearing to answer any questions from the Commission.

PLANNING COMMISSION RECOMMENDATION: **The Planning Commission recommends approval of the Preliminary Plat of Field's Edge Addition with the following seven (7) conditions:**

- 1. The private covenants include provisions for the ownership and maintenance of the proposed outlet;**
- 2. The private covenants include provision for road maintenance of the private road;**
- 3. The private covenants include provision for road maintenance of the shared private driveway between owners of lot 3 and lot 4;**
- 4. The County Engineer review and approve all street construction plans following preliminary plat approval and prior to construction;**
- 5. The applicant submit weekly erosion control performance reports to the County Engineer;**
- 6. The temporary hammerhead turnaround be constructed with an approved hard surface; and**
- 7. The applicant and staff examine the possibility of including in the private covenants, a condition waiving the right to protest annexation into the City of Bettendorf.**

Vote: (4-0)

PLANNING & DEVELOPMENT

600 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyia.com

Office: (563) 326-8643 Fax: (563) 326-8257



To: Planning & Zoning Commission

From: Taylor Beswick, Planning & Development Specialist

Date: August 27, 2020

Re: Staff Review and Recommendation for the Resubmittal of the Preliminary Plat of Field's Edge Addition

Ryan Dolan DBA Edgebrooke Homes has resubmitted a Preliminary Plat for a Major Subdivision known as Field's Edge Addition. On July 7th the Planning and Zoning Commission voted 4-1 to recommend denial without prejudice due to concerns with the lack of erosion control. On July 23rd in accordance with the Planning and Zoning Commission's recommendation, the Board of Supervisors voted unanimously to deny the Preliminary Plat of Field's Edge Addition.

Included with the resubmittal of the Preliminary Plat for Field's Edge Addition is a Stormwater Pollution Prevention Plan, an Erosion Control Plan, and Erosion Control Plan details. These plans have been distributed to the Commissioners and County Departments for review.

Staff has visited the development site recently and observed silt fencing installed at the site. Also of note, significant grading is currently occurring on 40-plus acres of property proposed for a single-family residential development in the City of Bettendorf. This property is located directly west of the Field's Edge Development, across Criswell Street, and drains into the same unnamed water source as the Field's Edge Addition development.

The County Engineer has reviewed the Stormwater Prevention Plan and the Erosion Control Plan and notes the Erosion Control Plan requires the contractor to inspect the erosion control devices on a weekly basis and after each rainfall. The County Engineer is requesting that copies of the contractor erosion reports be submitted to her office on a weekly basis.

The County Engineer also notes the temporary turnaround is not acceptable as shown on the Preliminary Plat. The hammerhead design is acceptable, but requires a hard surface. Gravel is not acceptable.

No additional comments have been received at this time from the other departments, agencies, or the public.

PLANNING & DEVELOPMENT

600 West Fourth Street

Davenport, Iowa 52801-1106

E-mail: planning@scottcountyiowa.com

Office: (563) 326-8643

Fax: (563) 326-8257



RECOMMENDATION: Staff recommends that the Preliminary Plat of Field's Edge Addition be approved with the following six (6) conditions:

1. The private covenants include provisions for the ownership and maintenance of the proposed outlot;
2. The private covenants include provision for road maintenance of the private road;
3. The private covenants include provision for road maintenance of the shared private driveway between owners of lot 3 and lot 4;
4. The County Engineer review and approve all street construction plans following preliminary plat approval and prior to construction;
5. The applicant submit weekly erosion control performance reports to the County Engineer; and
6. The temporary hammerhead turnaround be constructed with an approved hard surface.

Submitted by:
Taylor Beswick,
August 27, 2020

Site Photo 1 / 3 : Silt Fencing Along South Property



Field's Edge Addition Preliminary Plat Site Photos - 09/01/2020 P&Z Meeting

Site Photo 2 / 3 : Grading at Bettendorf R-1 Site



Site Photo 3 / 3 : Grading at Bettendorf R-1 Site



PRELIMINARY PLAT OF FIELDS EDGE ADDITION SCOTT COUNTY, IOWA

BEING PART OF THE NORTHWEST QUARTER OF SECTION 7
TOWNSHIP 78 NORTH, RANGE 5 EAST OF THE 5th P.M.

LEGAL DESCRIPTION

Part of the Northwest Quarter of Section 7, Township 78 North, Range 5 East of the 5th P.M., Scott County, Iowa, being more particularly described as follows:
Commencing at the southwest corner of the Northwest Quarter of said Section 7, said point being the POINT OF BEGINNING of the tract of land hereinafter described.
thence North 02°-01'-05" West 403.00 feet along the west line of the Northwest Quarter of said Section 7;
thence North 88°-00'-10" East 237.95 feet;
thence North 01°-59'-50" West 147.00 feet;
thence North 88°-00'-10" East 384.00 feet;
thence South 02°-04'-45" East 410.25 feet;
thence North 87°-28'-45" East 703.50 feet;
thence South 01°-58'-55" East 64.22 feet;
thence South 42°-49'-45" West 104.43 feet to a point on the south line of the Northwest Quarter of said Section 7;
thence South 87°-38'-25" West 1252.24 feet along the south line of the Northwest Quarter of said Section 7 to the point of beginning.
Containing 9.17 acres, more or less.

OWNER - DEVELOPER

EDGEBROOKE HOMES LLC
P.O. BOX 944
BETTENDORF, IOWA 52722
PHONE NO: (563) 449 - 2061
ATTN: RYAN DOLAN

LEANN WINGER
SHERRY SCOTT
(ZONED R-1 COUNTY)

GENERAL NOTES

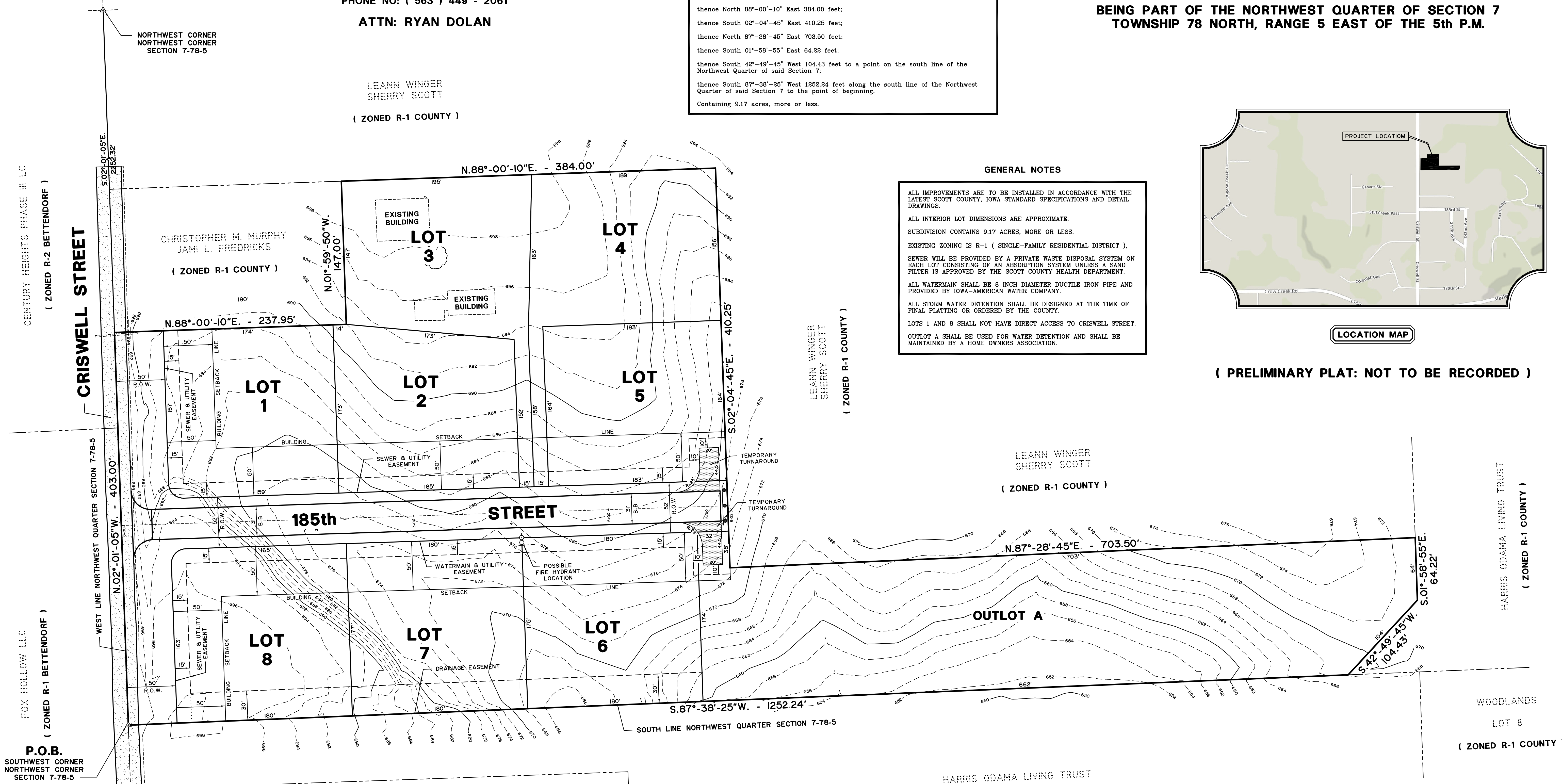
ALL IMPROVEMENTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST SCOTT COUNTY, IOWA STANDARD SPECIFICATIONS AND DETAIL DRAWINGS.
ALL INTERIOR LOT DIMENSIONS ARE APPROXIMATE.
SUBDIVISION CONTAINS 9.17 ACRES, MORE OR LESS.
EXISTING ZONING IS R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT).
SEWER WILL BE PROVIDED BY A PRIVATE WASTE DISPOSAL SYSTEM ON EACH LOT CONSISTING OF AN ABSORPTION SYSTEM UNLESS A SAND FILTER IS APPROVED BY THE SCOTT COUNTY HEALTH DEPARTMENT.
ALL WATERMAIN SHALL BE 8 INCH DIAMETER DUCTILE IRON PIPE AND PROVIDED BY IOWA-AMERICAN WATER COMPANY.
ALL STORM WATER DETENTION SHALL BE DESIGNED AT THE TIME OF FINAL PLATTING OR ORDERED BY THE COUNTY.
LOTS 1 AND 8 SHALL NOT HAVE DIRECT ACCESS TO CRISWELL STREET.
OUTLOT A SHALL BE USED FOR WATER DETENTION AND SHALL BE MAINTAINED BY A HOME OWNERS ASSOCIATION.



LOCATION MAP

(PRELIMINARY PLAT: NOT TO BE RECORDED)

50
0 10 25 50
(SCALE : 1" = 50')
(APRIL 22, 2020)
(REVISED APRIL 28, 2020)
(SCOTT COUNTY COMMENTS)
(REVISED MAY 11, 2020)
(CITY OF BETTENDORF COMMENTS)
(REVISED MAY 29, 2020)
(SCOTT COUNTY COMMENTS)



LOT AREAS		
NO.	SQUARE FEET,±	ACRES,±
1	30,000	0.7
2	30,170	0.7
3	32,555	0.7
4	32,635	0.7
5	30,000	0.7
6	31,425	0.7
7	31,700	0.7
8	31,930	0.7
-	-	-
A	99,170	2.3

SURVEYOR
DAVID L. MEYER
KLINGNER & ASSOCIATES, P.C.
4111 EAST 60th STREET
DAVENPORT, IOWA 52807

PREPARED BY
KLINGNER & ASSOCIATES, P.C.
4111 EAST 60th STREET
DAVENPORT, IOWA 52807
PHONE NUMBER: (563) 359 - 1348

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

September 17, 2020

APPROVING THE PRELIMINARY PLAT OF FIELDS EDGE ADDITION

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

Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 17th day of September, 2020 considered the Preliminary Plat of Field's Edge Addition, a nine (9) lot residential subdivision, in part of the SW¹/₄NW¹/₄ of Section 7, 78 North, Range 5 East of the 5th Principal Meridian (Pleasant Valley Township), Scott County, Iowa, and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the preliminary plat of said subdivision with the conditions that:

1. The private covenants include provisions for the ownership and maintenance of the proposed outlot;
2. The private covenants include provision for road maintenance of the private road;
3. The private covenants include provision for road maintenance of the shared private driveway between owners of lot 3 and lot 4;
4. The County Engineer review and approve all street construction plans following preliminary plat approval and prior to construction;
5. The applicant submit weekly erosion control performance reports to the County Engineer;
6. The temporary hammerhead turnaround be constructed with an approved hard surface; and
7. The applicant and staff examine the possibility of including in the private covenants, a condition waiving the right to protest annexation into the City of Bettendorf.

Section 2. This resolution shall take effect immediately.



Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyiowa.gov

(563) 326-8738 Voice (563) 328-3245 Fax

September 4, 2020

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, FMP
Director, Facility and Support Services

Subj: Property Acquisition

At the direction of the Board, you informed me to begin the property acquisition process. As you know, Scott County has no property inventory available that would be suitable for any future building projects.

Several needs have been discussed over the last several years and in order to best position ourselves should we be able to move forward in the future, I was instructed to begin the property search proactively at this time.

David Farmer and I were able to negotiate a purchase agreement in the amount of \$325,000.00 for the property offered for sale at 902 West 4th Street.

The agreement has contingencies allowing us to perform environmental testing and depending on those results review and approve site development cost estimates. It also has a contingency for Board approval. Any issues related to these contingencies allow us to cancel the purchase agreement.

We also included in our offer the right of first refusal on other parcels on the block that the same owner may, in the future, at decide to sell.

I recommend approval of acquisition of this property. If the Board approves the purchase agreement we will move forward with the phase 1 environmental testing.

Also included by the seller in the purchase agreement is a close by date no earlier than December 12, 2020 and no later than December 31, 2020.

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

PURCHASE AGREEMENT FOR COMMERCIAL REAL ESTATE

This Purchase Agreement for Commercial Real Estate (“Agreement”) is entered into on this 1st day of September, 2020, between **RDB, L.C.** (“Seller”), and **SCOTT COUNTY, IOWA** (“Purchaser”). In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. TERMS

Purchaser agrees to purchase from the Seller and the Seller agrees to sell to Purchaser the real estate and any improvement thereon, and legally known as: Lots 1-6 and vacated alley way containing approximately 1.64 Acres of land and a +/-2,730 square foot building (SEE ATTACHMENT A) of Scott and the State of Iowa (the “subject property”), for the sum of **\$325,000.00** to be paid as follows:

X A.) Cash Payment of **\$325,000.00** shall be paid at time of closing, or

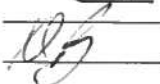
X B.) Purchaser shall have the option of matching other competitive offers upon evidence of said higher offer.

2. EVIDENCE OF TITLE

Within Fifteen (15) days, Seller shall deliver (A) X an abstract of title demonstrating merchantable title of record in Seller and certified to a current date by an abstractor (for Iowa) or (B). _____ a Commitment of Title Insurance issued by a title insurance company regularly doing business in the County where the subject property is located, committing the company to issue an owner’s policy in the usual form insuring merchantable title to the property for an amount equal to the purchase price (for Illinois). If title evidence discloses exceptions other than those permitted under the rules for examination for abstracts of title adopted by the local County Bar Association, Purchaser or Purchaser attorney shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, Purchaser shall be entitled to a refund of the earnest money. The title to be conveyed shall be by Warranty Deed to Purchaser and free and clear of all liens and encumbrances not herein specifically waived or assumed by Purchaser.

INITIAL:

DS
JS



3. CONVEYANCE OF TITLE AND DOCUMENTS OF SALE

The parties agree to execute any transfer declarations or other documents required by the state, county or municipality in which the subject property is located, as well as any documents required by the title insurance company in order to issue title insurance.

Seller shall within five (5) business days of full acceptance of this Agreement deliver all documents pertinent to the real estate including survey(s), phase I environmental inspection, building plans, site plans, etc.

4. POSSESSION AND CLOSING

Possession On Closing: Seller shall deliver possession of the subject property to Purchaser concurrently with the closing of this transaction which shall be held on or about thirty (30) days upon completion and release of all due diligence contained herein, however in no such instance shall it be before December 11, 2020 or later than December 31, 2020.

5. PRORATIONS AND ADJUSTMENTS


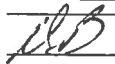
The following items shall be prorated at closing as of the date of delivery of possession:

A. Prorations

- (1) Real estate taxes, based on the most recent tax information available, which, in the absence of fraud, shall be final;
- (2) Rent, if any, (with transfer in full of any security/damage deposit);
- (3) Interest on any assumed indebtedness;
- (4) Insurance premiums if policy assigned to Purchaser;
- (5) Other income and operation expenses, if any;
- (6) Special assessments, if any.

B. Adjustments

Utility charges shall be adjusted by the parties by appropriate meter readings at or about the time of delivery and surrender of possession.

INITIAL 


6. ASSESSMENTS

Seller shall pay all special assessments, which are a lien on the subject property as of the date of closing. Seller acknowledges that prior to the execution of this Agreement Seller has no knowledge of or no notice has been received from any municipal authority concerning improvements which could result in a special assessment on the subject property. Tap on fees, if any, which exist for sanitary sewer and water service to the subject property shall be paid by Purchaser.

7. CONDITION OF SUBJECT PROPERTY

The parties agree that the purchase price reflects the condition of the subject property and Purchaser acknowledges that the real estate and improvements thereof have been inspected, and Purchaser is acquainted with the condition thereof and accepts the same in (check one of the following):

X (A). "As Is" condition.

(B). "As Is" condition except Seller warrants that the heating and air conditioning systems, plumbing and electrical systems, and all other mechanical equipment included as part of the purchase price, will be in working order as of date of possession, with the following exceptions: none.

Purchaser shall be permitted to make an inspection of the property prior to possession or closing, whichever is sooner, in order to determine whether any change in the condition of the property has occurred. Seller agrees to deliver the property in the same condition as exists as of the date of this Agreement.

8. FIXTURES AND PERSONAL PROPERTY

All personal property and fixtures presently installed or that integrally belongs to the subject property, whether attached or detached, including but not limited to brackets and fixtures, all carpeting, electric light fixtures, bathroom fixtures and accessories, telephone lines, storm doors, awnings, outside television equipment, window treatments, heating and cooling units and attached equipment and all shrubs and trees shall be left by Seller in or upon said subject property as they are as of the date of this Agreement, and shall be deemed a part of the subject property and title thereto shall pass to Purchaser at closing except the following: none.

INITIAL: DS
DS

9.

CONSTRUCTION LIEN

Seller warrants that all work and labor performed and all materials and improvements furnished to the property have been, or will be, paid in full and all releases incident thereto obtained at closing.

10.

DEFAULT

If Purchaser fails to make any payment or to perform any obligation imposed upon Purchaser by this Agreement, Seller may serve written notice of default upon Purchaser and if such specified default is not corrected within ten (10) days thereafter, Seller, subject to the terms of any listing agreement, may accept the earnest money and any additional down payment as damages or may pursue any available legal remedy including specific performance.

In the event Seller fails to perform any obligation imposed upon Seller by this Agreement, Purchaser may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, earnest money and any additional down payment deposit shall be refunded to Purchaser without prejudicing the Purchaser's right to any available legal remedy including specific performance. In the event of default, the defaulting party shall be liable to the other party for reasonable attorney fees, expenses incurred by reason of default, and the real estate brokerage fee.

11.

CASUALTY CLAUSE

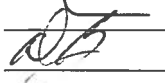
Seller shall bear the risk of loss and damage to the subject property prior to closing or possession, whichever first occurs. In the event all or a material part of the subject property is damaged or destroyed prior to closing or possession, whichever first occurs, this contract shall terminate and be of no further force and effect, unless the subject property can be restored to its present condition on or before the closing date. Seller shall keep adequate insurance, including fire and other extended coverage, on improvements on the subject property until title has passed to Purchaser or possession is delivered to Purchaser, whichever first occurs. Purchaser shall be responsible for insurance coverage upon taking title to or possession of the subject property, whichever occurs first.

12.

EXPENSES OF TRANSFER

a. Seller shall pay:

- i. Cost of owner's title policy or continued abstract of title.
- ii. Revenue stamps and recording of any releases.

INITIAL ^{DS} JS


iii. Brokerage commission.

b. Purchaser shall pay:

i. Recording fee for deed and mortgage

13. REPRESENTATIONS OF SELLER – HAZARDOUS WASTE

Seller hereby represents to Purchaser that, to the best of Seller's knowledge, the subject property is not contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, county, local or regional authority or which is known to pose a hazard to health and safety and that Seller has not used the subject property as a landfill or dumpsite, or for storage of hazardous substances, or has not otherwise done anything to contaminate the subject property with hazardous wastes or substances. Seller warrants that the subject property is not subject to any local, state or federal judicial or administrative action, investigation or order, as the case may be, regarding wells or underground storage tanks, solid waste disposal sites, or hazardous wastes or substances.


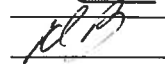
At Purchasers cost and within Thirty (30) days of execution of this Agreement, Purchaser shall be permitted to conduct any environmental tests it deems necessary for the purpose of discovering the existence of any hazardous waste or substances. Should such environmental testing reveal the presence of any hazardous wastes or substances, Purchaser may, at its option, terminate this Agreement.

Purchaser shall be allowed to extend their Hazardous Waste Due Diligence period by an Forty-Five (45) days to conduct a Phase II environmental inspection should Purchaser's environmental engineer make such recommendation. Purchaser reserves the right to terminate this Agreement after the receipt of the Phase II environmental inspection results do not meet Purchaser's standards to their sole and absolute discretion.

Notwithstanding the above, the parties may agree by amendment and modification of this Agreement, to terms necessary to remedy any environmental condition discovered and then proceed with performance of this Agreement. Purchaser agrees, at its cost and without undue delay, to restore the subject property to its original condition should it proceed with the environmental testing contemplated herein.

14. LEASES

Seller shall not enter into any new leases or agree to extend any existing leases without Purchaser's prior written consent.

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15.

DUE DILIGENCE

This Agreement is contingent on (i.) Review and approval of all site development costs to Purchaser's sole satisfaction; and (ii.) approval of the Scott County Board of Supervisors. Purchaser shall have thirty (30) days after full acceptance of the Agreement to complete the aforementioned Due Diligence items. Purchaser shall provide Notice to Seller in writing that their Due Diligence items are acceptable. This Agreement shall be null and void in the event that the aforementioned Due Diligence items do not meet Purchaser's standards to their sole and absolute discretion. Purchaser shall have the unrestricted access to the property to conduct their Due Diligence.

16.

NOTICES

All notices required hereunder shall be in writing and shall be served upon the parties at the addresses designated herein by personal service, certified mail (return receipt requested), or Federal Express or other overnight mail.

In Process

Seller:

Daniel Burke
RDB, L.C.
936 W 4th Street
Davenport, IA 52802

Copy to:

Purchaser:

Scott County
C/O Tammy Speidel
600 W 4th Street
Davenport, IA 52801

Copy to:

Mike Gorsline
Vollersten, Britt & Gorsline, PC
5119 Utica Ridge Road
Davenport, IA 52807


17.

GENERAL CONDITIONS

This Agreement shall be binding upon the parties and their successors and assigns. Time is of the essence of this Agreement. This Agreement shall be governed by and enforced in accordance with the laws of the state in which the subject property is located. This Agreement contains the entire agreement of the parties and no representations, warranties, or agreements have been made by either party as set forth herein. No modification, waiver, or amendment of the Agreement shall be effective unless made in writing and signed by the parties. All representations, warranties and covenants made by the parties shall survive closing. Paragraph

INITIAL

DS



headings are for the convenience of reference and shall not limit or affect the meaning of the Agreement.

18. LEGAL ASSISTANCE

The Seller and Purchaser are aware that when fully executed, this is a legally binding agreement for the sale and purchase of real estate and that in order to protect their respective interests, Seller and Purchaser are advised to consult legal counsel before this Agreement is signed.

19. RIGHT OF FIRST REFUSAL

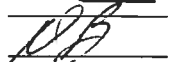
Purchaser shall require an on-going Right Of First Refusal [ROFR] to purchase the Yellow shaded area on Exhibit A attached hereto currently in control by Seller [RDB, LC / Burke] more specifically defined as the balance of Parcel G0062-01A (including vacated alleyway), Parcel G0063-01, Parcel G0063-02, Parcel G0063-11, Parcel G0063-12, Parcel G0063-13, Parcel G0063-14, Parcel G0063-15 and Parcel G0062-01B. Seller shall give written notice and furnish a copy of the contemplated purchase and sales agreement to Purchaser that they are accepting from a bonafide 3rd party, hereinafter [3rd Party]. Purchaser shall have fifteen (15) business days to accept or reject the terms that Seller is willing to sell the property to the 3rd Party. A transfer of ownership to another wholly-owned entity or family member by Seller shall not trigger the ROFR, however in these instances the ROFR shall continue on with the "new" entity. Purchaser shall be allowed to record the ROFR with the Scott County Recorder's Office. Purchaser shall be allowed a reasonable amount of time to close on the property and expenses of transfer shall be paid as per the terms of this Agreement. Transfer of the property shall be by a warranty deed.

20. BROKER REPRESENTATIONS

It is understood that no representation made by the Broker or Salesperson in the negotiation of this Agreement are being relied upon unless incorporated herein in writing. Broker and Salesperson make no representations or warranties, either express or implied, as to the physical or mechanical condition of the subject property, either real or personal.

21. BROKERS AS AGENTS

Parties acknowledge that agency disclosures have been made and signed prior to signing of this purchase agreement. The Broker, the Broker's agents, employees, and associates must respond to all questions of the parties accurately and honestly and must disclose all material defects about which they have knowledge, but are not required to discover hidden defects in the subject property or give advice on matters outside the scope of their real estate licenses.

INITIAL: DS


22.

AGENCY

Seller and Purchaser acknowledge that Ted Rebitzer & Andy Doyle with QC Iowa Realty is/are representing Purchaser. Jeff Miller with Newmark Knight Frank is representing Seller.

20. ACCEPTANCE BY SELLER

Until accepted by Seller, this document constitutes an offer by Purchaser on the terms stated above. This Offer shall expire on September 2, 2020 at 2:00 PM, CST. If not accepted by such date, it shall become null and void and all payments hereunder shall be refunded to Buyer.

Executed by Purchaser:

9/1/2020

Date

DocuSigned by:
Jammy Spidel
05585E47E6B6440
Purchaser

Executed by Seller:

9.1.20

Date

Sam Budke
Seller

In Process

INITIAL: ^{DS} JS
JS

Attachment A

Subject Property Generally Highlighted in **RED**
Right of First Refusal Property Generally Highlighted in *Yellow*

DEVELOPMENT LAND OFFERING

902 W. 4TH STREET | DAVENPORT, IA



INITIAL: ^{DS} JS
JS

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

September 17, 2020

A RESOLUTION APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT
902 WEST FOURTH STREET DAVENPORT, IOWA FROM RDB, LC IN THE
AMOUNT OF \$325,000.00.

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

- Section 1. That the purchase of real estate, commonly known as 902 West Fourth Street Lots 1-6 and vacated alley way from RDB, LC in the amount of \$325,000.00 is hereby approved.
- Section 2. That the Facility and Support Services Director is hereby authorized to sign documents for the legal closing on the purchase of the above property is hereby approved.
- Section 3. This resolution shall take effect immediately.

Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyiaowa.com

(563) 326-8738 Voice (563) 328-3245 Fax



September 4, 2020

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, FMP
Director, Facility and Support Services

Subj: Property Acquisition

Mahesh.

This memo requests authorization for earnest money for a potential purchase of property as discussed in closed session.

I will be available at the next board meeting to answer any questions you or the board may have.

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

September 17, 2020

A RESOLUTION APPROVING EARNEST MONEY FOR A POTENTIAL REAL ESTATE
ACQUISITION IN THE AMOUNT OF \$20,000.

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

- Section 1. That earnest money for the purpose of potential real estate acquisition in the amount of \$20,000.00 is hereby approved.
- Section 2. That the Facility and Support Services Director is hereby authorized to purchase real estate on behalf of the Board of Supervisors.
- Section 3. This resolution shall take effect immediately.

**OFFICE OF THE COUNTY RECORDER
600 West Fourth St
Davenport, Iowa 52801-1030**

(563) 326-8621

rvargas@scottcountyiaowa.com



To: Mary Thee
Assistant County Administrator
Human Resources Director

From: Rita Vargas
Recorder

Subj: Multi-Service Clerk vacancies

As you are aware, there is currently 1.5 vacant Multi-Service Clerk positions in the Recorder's office. Our most recent vacancy is due to a retirement which was effective September 1, 2020. Per our discussion with the Board on July 23, 2020 we have agreed to postpone filling the half time position. Pursuant to recent Board direction, I am preparing this memo to address the need for the position and the impact that would result from not filling the position.

The Multi-Service Clerk position is crucial to our ability to provide essential core services to the public. This position works in all three of our core departments; Real Estate Recording, Vital Records, and DNR Licensing and Titling. All three of these services are mandated by the state. General daily activities for this position include;

- Answers and screen phone calls; provides information or redirects call to appropriate parties; greets walk-in visitor's responds to inquiries and provides directions as needed.
- Assists customers with filling out and completing paperwork; collects, reviews, and processes documents and forms; collect payments for fees.
- Files documents and maintains accurate physical and electronic filing systems.
- Receives, sorts, and distributes mail; maintains a log of all incoming certified or traceable mail.

Over the past few years, we have seen an increase in workload in our Recording and Vital Records sub-departments as outlined below. Our DNR Licensing department has remained fairly consistent with the typical increases during boat renewal years.

	FY18	FY19	FY20
Total Number of Documents Recorded	34,681	32,537	38,141
Total Number of Vital Records Requests	16,176	16,416	17,759

Not filling this position would have a detrimental impact on our ability provide efficient service for these core functions to the public. Not filling these vacancies would result in 34% reduction in our Multi-Service Clerk staff, and therefore negatively impact the service we can provide to the public.

Item #10
9/15/2020

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

September 17, 2020

APPROVAL OF STAFF APPOINTMENTS

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

Section 1. The hiring of Megan Higgins for the position of Senior Office Assistant in the Sheriff's Office at the entry level rate.

Section 2. The hiring of Susan Laures for the position of Pioneer Village Site Coordinator in the Conservation department at the entry level rate.

Section 3. The hiring of Patricia Hinnners for the position of Multi Service Clerk in the Recorder's Office at the entry level rate.



Scott County Health Department

600 W. 4th Street | Davenport, IA 52801-1030 | P. 563-326-8618 | F. 563-326-8774
health@scottcountyiowa.com | www.scottcountyiowa.com/health

September 8, 2020

To: Mahesh Sharma, County Administrator

From: Edward Rivers, Director

RE: FY21 County Agreement with the Center for Alcohol & Drug Services, Inc. for Prevention Services

The County Agreement with the Center for Alcohol & Drug Services, Inc. (CADS) that was brought to the Board of Supervisors for signature in June 2020 did not include the dollars that the Board provides to CADS for Prevention Services. At that time, the County Substance Abuse Prevention Contract from the Iowa Department of Public Health had not been received.

Since that time, the Contract has been received and signed, and a subcontract with CADS has been developed and approved by the Iowa Department of Public Health, as required by the Contract. This Contract includes the \$30,000 of County Dollars that leverage the \$10,000 from the Iowa Department of Public Health.

I would ask that the Subcontract be placed on the September 15, 2020 Committee of the Whole Agenda for review and discussion.

BOARD OF SUPERVISORS

Administrative Center
600 West 4th Street
Davenport, Iowa 52801
Office: 563-326-8749
Fax: 563-328-3285
E-mail: board@scottcountyiowa.com
www.scottcountyiowa.com



CONTRACT #: 64048-38A-CADS21

PROJECT TITLE: County Substance Abuse Prevention Services

PROJECT PERIOD: July 1, 2020 through June 30, 2021

CONTRACT AMOUNT: \$40,000

CONTRACT PERIOD: July 1, 2020 through June 30, 2021

FUNDING SOURCE:

COUNTY: \$30,000.00
STATE: \$10,000.00

CONTRACT ADMINISTRATOR INFORMATION:

NAME/TITLE: Dennis Duke, President
PHONE: 563-322-2667
FAX: 563-336-8826
E-MAIL: dennis.duke@unitypoint.org

CONTRACTOR: Center for Alcohol & Drug Services, Inc.
1523 S. Fairmount
Davenport, IA 52802

The Contractor agrees to perform the work and to provide the services described in the Special Conditions for the consideration stated herein and all other contract provisions for the County Substance Abuse Prevention funding. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, Iowa Department of Public Health General Conditions, Iowa Department of Public Health Request for Proposal and Scott County’s Application.

The Contractor has reviewed and agrees to the General Conditions effective July 1, 2019 as posted on the Iowa Department of Public Health’s Web site under *Funding Opportunities*: www.idph.state.ia.us, attached, or as available by contacting Amy Thoreson at (563) 326-8618 ext. 8833. The contractor specifies no changes have been made to the Special Conditions or Iowa Department of Public Health General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the County:

For and on behalf of the Contractor:

By: _____
Tony Knobbe, Chair
Scott County Board of Supervisors

By _____
Dennis Duke, President
Center for Alcohol & Drug Services, Inc.

Date: _____

Date: _____

Special Conditions for Contract # 64048-38A-CADS21

Article I- Identification of Parties:

This contract is entered into by and between the Scott County Board of Supervisors hereinafter referred to as the COUNTY and the Center for Alcohol & Drug Services, Inc. hereinafter referred to as the CONTRACTOR. The CONTRACTOR is a licensed and accredited substance abuse agency located in Scott, County, Iowa. The Iowa Department of Public Health is referred to as the STATE.

Article II - Designation of Authorized County Official:

Tony Knobbe, Chairman of the Scott County Board of Supervisors, is the Authorized County Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized County Official. Negotiations concerning this contract should be referred to Edward Rivers at (563) 326-8618.

Article III - Designation of Contract Administrator:

Dennis Duke has been designated by the CONTRACTOR to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to Dennis Duke at (563) 322-2667.

Article IV-Key Personnel for Project Implementation

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

County Personnel

Name	Title	E-mail address
Tony Knobbe	Chairman	board@scottcountyiowa.gov
Edward Rivers	Health Director	health@scottcountyiowa.gov
Amy Thoreson	Deputy Health Director	amy.thoreson@scottcountyiowa.gov
Teri Arnold	Grant Accounting Specialist	teri.arnold@scottcountyiowa.gov

Contractor Personnel

Name	Title	E-mail address
Dennis Duke	President	dennis.duke@unitypoint.org
Paula LeVasseur	Outpatient Services SUD & PG Manager	paula.levasseur@unitypoint.org
Jill Westhoff	Director of Financial Operations	jill.westhoff@unitypoint.org
Melinda Lenhard	Grants & Contracts Specialist	melinda.lenhard@unitypoint.org

The Contractor shall notify the COUNTY within ten (10) days of any change of Contract Administrator or Key Personnel.

Article V - Statement of Contract Purpose:

To provide substance abuse prevention services in Scott County not currently being funded by any other state or federal funds.

Article VI - Description of Work and Services:

In compliance with the COUNTY and STATE approved work/action plan for FY2021 (Attachment 1), the CONTRACTOR shall provide substance abuse prevention and related services that are not currently funded by any other state or federal funds and that will include only:

- Substance Abuse Education Services;
- Substance Abuse Prevention Services;
- Substance Abuse Referral Services; and/or
- Substance Abuse Post-treatment Services.

All services must adhere to Culturally and Linguistically Appropriate Service Standards (CLAS) by providing appropriate content and language (including reading level and translation) that are equitable to reach all populations.

NOTE: These funds may not be used for out-of-state travel, out-of-state speakers, promotional items, t-shirts, banners, incentives, subscriptions, dues or certification costs. No meals for project participants other than light refreshments such as non-alcoholic beverages, vegetables, crackers/chips, etc.

Article VII – Performance Measure

CONTRACTOR shall meet the FY2021 work plan goals and objectives as submitted and approved by the COUNTY and STATE.

A disincentive totaling five percent (5%) of the state contractual amount shall be withheld from the second quarterly claim (due February 8, 2021). The monies will be released upon confirmation by Iowa Department of Public Health Staff that the goals and objectives were met as submitted in the final report (due July 28, 2021).

Article VIII - Reports:

The CONTRACTOR shall prepare and submit the following reports to the COUNTY on forms provided by the COUNTY:

Report	Date Due
Semi-Annual Progress Report	January 25, 2021
Quarterly Expenditure Workbook	July-September 2020 expenses due October 30, 2020
	October-December 2020 expenses due January 29, 2021
	January-March 2021 expenses due April 30, 2021
	April-June 2020 (Final) expenses due July 28, 2021
Year End Report	July 28, 2021

* All reports should be signed by key personnel using non-black ink.

Reports shall be sent to:

Scott County Health Department

600 West 4th Street
Davenport, Iowa 52801-1030
E-mail: health@scottcountyiowa.gov

Article IX - Budget:

Category	STATE Budget	COUNTY Budget
Salary/Benefits	\$10,000.00	\$30,000.00

The CONTRACTOR shall receive written approval from the COUNTY prior to spending the final three (3) percent of total funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The CONTRACTOR shall complete and submit a claim for services rendered in accordance with this Contract. The Invoice/Claim shall be submitted quarterly to the COUNTY according to the timelines identified and within 35 days of the 3-months expenditures.

The COUNTY and STATE shall verify the CONTRACTOR's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The STATE may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claim Submission: Notwithstanding the timeframes above and absent:
 - a. Longer timeframes established in federal law, or
 - b. The express written consent of the STATE,

the CONTRACTOR shall submit all claims to COUNTY by July 28, 2021 for all service performed in the preceding STATE and COUNTY fiscal year (ends June 30).

The STATE will not automatically pay end of fiscal year claims that are considered untimely. If the CONTRACTOR seeks payment for end of state fiscal year claim(s) submitted after July 28th, the CONTRACTOR may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted to COUNTY. COUNTY will submit the request to STATE. STATE may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted by COUNTY to STATE Appeal Board in accordance with instructions for consideration.

3. The COUNTY and STATE shall pay all approved invoices/claims in arrears. The COUNTY and STATE may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

4. The COUNTY and STATE provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The COUNTY and STATE will not reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.
 - a. Instate maximum allowable amounts for food are \$12.00/breakfast, \$15.00/lunch, and \$29.00/dinner; lodging maximum \$98.00 plus taxes per night and mileage maximum of \$.39 per mile.
6. The COUNTY and STATE will reimburse the CONTRACTOR for expenditures at a rate not to exceed the percentage that the contract amount represents the total budget (excluding soft match).
7. Final payment may be withheld until all contractually required reports have been received and accepted by the STATE. At the end of the contract period, unobligated contract amount funds shall revert to the COUNTY and STATE.
8. Warrants (payments) for services provided under this contract will be made payable to the CONTRACTOR and mailed to the CONTRACTOR at the CONTRACTOR Legal Address as listed on the contract face page.

Article XI – Additional Conditions

1. As a condition of the contract, the CONTRACTOR shall assure linkage with the local board of health. The CONTRACTOR will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such Federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
3. The disbursement of funds under this contract is contingent upon the continued availability of COUNTY and STATE funds.
4. Any use of the STATE'S name, logo, or other identifier must have prior written approval from the STATE.
5. All work plan revisions must be approved by the COUNTY prior to implementation. Requests for Description of Work or Services revisions must be received by the COUNTY on or before April 22, 2021.
6. CONTRACTOR shall allow COUNTY, STATE, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the CONTRACTOR pertinent to this contract.
7. The parties to this agreement shall attempt to mediate disputes which arise under this agreement by engaging in mediation with a mutually-agreed upon mediator. Each party shall bear 50% of the costs

of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code section 679A.19.

8. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CADS and providing minimum coverage of \$1 million. A copy of the certificate of insurance shall be on file in the Office of the County Administrator.
9. Indemnification: Each party hereto shall indemnify, defend, protect, hold harmless and release the other, their officers, agents and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party.
10. CADS shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapping conditions or religious affiliation.
11. None of the funds provided through this Contract shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

FY2021 Work Plan

Goal 1 To increase perception of harm related to use and misuse of alcohol. Baseline measure: 77% of all grades perceived moderate (16%) to great risk (61%), Iowa Youth Survey 2018,C9.

Objective 1	Activities
<p>By June 30, 2021, conduct presentations to a minimum of 550 individuals/community members with 75% of 550 participants increasing or maintaining their perception of harm related to use and misuse of alcohol.</p>	<ul style="list-style-type: none"> a. Present at school meetings, where parents are present, to provide information on alcohol issues. b. Through school events (school registration, conferences, sporting events, or open house), staff will inform the public on science-based or community-based prevention programs. c. Participate in community health fairs, as requested, for local employers, agencies and businesses to provide information on alcohol issues. d. Conduct one-time presentations to community groups such as city councils, board of health, county planning councils, businesses, social service agencies, and service clubs about substance abuse and the potential risk and consequences. e. Through community meetings (school administrators, business professionals, Town halls, etc.), staff will inform the public on science-based or community-based prevention programs.

Goal 2: To reduce 30 day use of marijuana. Baseline measure: 5% of Scott County students in grades 6,8 and 11 report marijuana use in the past 30 days, Iowa Youth Survey 2018, B40.

Objective 2	Activities
<p>Conduct skill building sessions with youth of high risk and indicated populations. By June 30, 2021, 75% of 150 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use.</p>	<ul style="list-style-type: none"> a. Meet with youth at an intermediate or high school in Scott County, not already engaged through IPN grant, to conduct the model program, Aggression Replacement Training-ART. b. Conduct pre/post tests with each cycle of ART. c. Conduct at least 10 skill-building sessions regarding prevention of high risk behaviors and marijuana use with representatives of other community agencies such as, but not limited to, Scott County Juvenile Court Services, Family Resources and other youth serving organizations. d. Meet bi-weekly with indicated population within Scott County to facilitate skill building sessions and educate on harm related to marijuana use.

**IOWA DEPARTMENT OF PUBLIC HEALTH
GENERAL CONDITIONS
Effective 07.01.2019**

1. General

a. This is an integrated contract between the Department and the Contractor which consists of the specifications, terms, and conditions of all solicitation documents issued by the Department, the Contractor's proposal, the Special Conditions, these General Conditions, and any written amendments made in accordance with the provisions herein. In the event of a conflict between or among the provisions of the Contract Documents, the governing language shall be from the Contract Document listed first in the following list: (1) Written amendment mutually executed by the parties; (2) Special Conditions; (3) General Conditions; (4) Request for Proposal (RFP) or other solicitation document; and (5) Contractor's proposal.

b. The Contractor shall provide the necessary facilities, materials, services, and qualified personnel to satisfactorily perform and provide all the work and services set forth in this contract. The Contractor shall provide Deliverables that comply with and conform to the Specifications. The contract budget shall be the basis for the Contractor's expenditure of the contract amount.

2. Definitions

a. "Contract" means the collective documentation memorializing the terms of the agreement between the Department and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Conditions, the RFP or other solicitation document, Contractor's approved proposal, these General Conditions, any Special Contract Attachments and Amendments, and all other attachments and amendments to the Contract Declarations & Execution Page(s).

b. "Contractor" means the organization or individual contracting with the Department.

c. "Department" means the Iowa Department of Public Health.

d. "Deliverables" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

e. "Records" means all of the documents, papers, sound recordings or other material, regardless of physical form or characteristics and including electronic records, made, produced, executed or received pursuant to law in connection with the transaction of official business of state government.

f. "Related party transaction" means a contractual arrangement for the provision of services with an employee, consultant, or member of a governing body of the Contractor who has a family, business, or other tie to the service to be provided.

g. "Special Conditions" means the Contract attachment entitled "Special Conditions" that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Conditions. If there is a conflict between the General Conditions and the Special Conditions, the Special Conditions shall prevail.

h. "Specifications" means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP or other solicitation document, and the Proposal. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

- i. "State" means the State of Iowa.

3. Accounts and Records

a. The Contractor shall maintain accurate, current, and complete records of the financial activity of this contract, including records which adequately identify the source and application of funds. Cash contributions made by the Contractor and third party in-kind (property or service) contributions shall be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income and third-party reimbursements.

b. The Contractor shall maintain accounting records supported by source documentation including but not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract award documents.

c. The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits.

d. The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating their program.

e. The Contractor shall retain all accounting and financial records, programmatic records, supporting documents, statistical records and other records reasonably considered as pertinent to the contract, for a period of five (5) years from the day the Contractor submits its final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. Client records which are non-medical must be maintained for a period of five (5) years.

f. The Contractor shall retain all medical records for a period of six (6) years from the day the Contractor submits its final expenditure report; or in the case of a minor patient or client, for a period of one (1) year after the patient or client attains the age of majority, whichever is later.

g. The Contractor shall maintain the confidentiality of all records of the project in accordance with state and federal laws, rules, and regulations, and the terms of section 9 of these general conditions.

4. Equipment

a. Definition of Equipment. Any item costing \$5,000 or more and having an anticipated life of one year or more.

b. Title and Disposition. Title to equipment purchased in whole or in part with Department funds resides with the Department. Upon contract expiration or termination the Department reserves the right to transfer title to the equipment to the State, the Contractor, or another contractor. The Contractor must receive written approval from the Department before disposing of any equipment during the contract period.

c. Records. The Contractor shall maintain inventory control records and maintenance procedures for all equipment purchased in whole or in part with Department funds or obtained from state surplus or the Department. Equipment records shall include the following for each item: state tag number (or Contractor inventory number if no state tag has been assigned); description; physical location; name of the contract purchased under; percentage of total cost of item paid for by Department funds; and, if available, vendor name, manufacturer's serial number, purchase price, date of acquisition, date of disposition, disposition price, and type of disposition.

d. Control System. A control system (including an annual physical inventory) shall be implemented to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated, fully documented, and reported to the Department. The Contractor shall also report suspected theft to local law enforcement. Where the Contractor is authorized to sell the equipment, sale procedures shall provide for competition to the extent practicable and result in the highest possible disposition price.

5. Procurement Standards and Subcontracting

a. Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

b. Subcontracting. None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Department except for subcontracts under \$2000. To obtain approval, the Contractor shall submit to the Department the proposed contract or written agreement between the parties. The proposed contract or agreement shall contain:

- (1) A list of the work and services to be performed by the subcontractor.
- (2) The contract policies and requirements.
- (3) Provision for the Department, the Contractor, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- (4) The amount of the subcontract.
- (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
- (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
- (7) Period of performance.
- (8) Any additional subcontract conditions.

c. Any subcontract or other written agreement shall not affect the Contractor's overall responsibility and accountability to the Department for the overall direction of the project.

d. If during the course of the subcontract period the Contractor or subcontractor wishes to change or revise the subcontract, prior written approval from the Department is required.

e. The Contractor shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

f. The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists.

6. Program Income

a. Program income means gross income earned by the Contractor from sources other than the Department that is directly generated by a contract-supported activity or is earned as a result of the contract agreement. It includes, but is not limited to, income in the form of fees for services performed during the contract or subcontract period, proceeds from the sale of tangible personal or real property or equipment, usage or rental fees, and patent or copyright royalties.

b. Program income may be retained by the Contractor and shall be used for the program in accordance with the conditions of the contract unless the Special Conditions of the contract specify otherwise. Program income may be used to meet the cost sharing or matching requirement of the contract.

c. When prior year refunds or rebates result from the expenditure of Department provided funds, they shall be returned to the Department in the same proportion that the Department funds are to the project's total income or income related to any subcontract, as appropriate.

d. Cash advances, whether permanent or in the form of working capital, must be maintained in interest bearing accounts. Interest earned by the Contractor on cash advances shall be allocated by the Contractor to the program for which the cash advance was received. All interest earned on cash advances shall be remitted to the Department on a quarterly basis, or more frequently if requested by the Department. Interest amounts up to \$250 per contract period in the aggregate for **all** federal funded programs may be retained by the Contractor for administrative expenses only.

7. Non-Supplanting Requirement

Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.

8. Publications, Copyrights and Rights in Data, and Patents

a. Publications. The Contractor shall not publish the results of contract activity without prior written approval by the Department. Such publication (written, visual, or audio) shall contain an acknowledgment of Department contract support. A copy of any such publication shall be furnished to the Department at no cost.

b. Rights in Data. Records and data provided by or collected on behalf of the Department pursuant to this contract shall remain the property of the Department at all times.

c. Ownership and Assignment of Other Deliverables. Contractor agrees that the State and Department shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Department all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Department shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Department and the payment of such royalties or other compensation as the Department deems appropriate. Unless otherwise requested by Department, upon completion or termination of this Contract, Contractor will immediately turn over to Department all Deliverables not previously

delivered to Department, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Department. To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

c. Patents. If any patentable invention is developed by an employee of the Contractor in the course of employment related to this contract, such invention shall be reported to the Department. The Department shall be entitled to a share, proportionate to Department funding, of rights to said invention, including title to and license rights under any patent application or patent which may be issued.

d. Use of Department identifiers. Any use of the Department's name, logo, or other identifying information must have prior written approval from the Department.

9. Release of Information and Confidentiality of Records and Data

a. Release of Contract Information to the Department. The Contractor agrees to provide to the Department, upon request, all records related to the contract including, but not limited to, client records, statistical information, data, board and other administrative records, and financial records, including budget, accounting activities, financial statements, and the annual audit in accordance with Code of Federal Regulations, Title 45.

b. Confidentiality of Client Records. The Contractor's policies and procedures shall provide that records regarding the identity, diagnosis, prognosis, and services provided to any client in connection with the performance of the contract are confidential and that such records shall be disclosed only under the circumstances expressly authorized under state or federal confidentiality laws, rules or regulations. The Contractor shall maintain all identifiable and personal indicators related to records and data as strictly confidential and shall not use or release such records or data for any purpose unless authorized by the contract. The Contractor may not link the data provided by the Department or collected by the Contractor with any other datasets without prior written permission from the Department.

c. Security of Client Files and Data. The Contractor's employees, agents, and subcontractors shall be allowed access to confidential records only as necessary for the performance of their duties related to the contract and in accordance with the policies and procedures of the custodian of the records. The Contractor shall maintain policies and procedures for safeguarding the confidentiality of such data, and may be liable civilly or criminally under state or federal confidentiality laws, rules or regulations for the unauthorized release of such information.

d. Unauthorized Disclosure. The Contractor shall maintain the confidentiality of all records related to this contract in accordance with state and federal laws and regulations. The Contractor shall protect from unauthorized disclosure all confidential records and data, including but not limited to the names and other identifying information of persons receiving services pursuant to this contract, except for statistical information not identifying any client. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract. The Contractor shall promptly transmit to the Department all requests for disclosure of such identifying information to anyone other than the Department and the Contractor shall not disseminate such information without prior written authorization from the Department. For purposes of this paragraph, the term "identifying" shall include, but not be limited to, name, identifying number, symbol, or other identifier particularly assigned to the individual. The Contractor shall immediately report to the Department any unauthorized disclosure of confidential information. The Contractor's obligations under this section shall survive termination of this contract.

e. The Contractor's obligations under this section of the Contract shall survive termination or expiration of this Contract.

10. Confidentiality, IT Standards and Security

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

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

Current state information technology standards are accessible online at. <https://ocio.iowa.gov/home/standards>

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

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

c. The Contractor shall immediately report to the Department any such breach of security. In the event of a breach of this section or any breach of security as described herein, the Department may terminate this Agreement

immediately without penalty or liability to the Department and the State and without affording Contractor any opportunity to cure.

11. Conflict of Interest

a. The provisions of Iowa Code Chapter 68B shall apply to this agreement. In the event a conflict of interest is proven to the Department, the Department shall terminate the contract, and the Contractor shall be liable for any excess costs to the Department as a result of contract default.

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

c. The Contractor shall report any related party transaction to the Department. Written approval from the Department shall be required prior to such transaction.

d. The Contractor represents and warrants that no relationship exists or will exist during the Contract period between the Contractor and the Department that is a conflict of interest. No employee, officer, or agent of the Contractor or a subcontractor shall participate in the selection, award, or administration of a contract or subcontract if a conflict of interest exists.

12. Private Consultation

Employees of the Contractor whose salaries are paid by Department funds shall not engage in private consultation during the hours that are paid for by Department funds.

13. Qualifications of Staff

The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.

14. Insurance

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Department shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable. Unless otherwise requested by the Department in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

15. Audit or Examination of Records

a. Contractors that expend \$750,000 or more in a fiscal year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Single Audits must be completed and the data collection

form and reporting package must be submitted electronically to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. The contractor shall submit to the Department one (1) copy of the separate letter to management addressing non-material findings, if provided by the auditor.

b. Contractors that are independently audited but not required to submit the audit report per the criteria above, Article 15.a. shall submit one (1) copy of the audit report to the Department within thirty (30) working days of its issuance, unless specific exemption is granted in writing by the Department. To be submitted with the audit is a copy of the separate letter to management addressing non-material findings, if provided by the auditor

c. The Department may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Department within thirty (30) working days of its issuance, unless specific exemption is granted in writing by the Department. The Contractor shall submit with the audit report a copy of the separate letter to management addressing non-material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

d. The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Department. When the Department has agreed in writing to pay for the required audit services, the Department reserves the right to refuse payment for audit services which do not meet Federal or State requirements.

e. The Department may require a pre-award survey by the State Auditor for contractors.

f. The Contractor agrees that the Department, Auditor of the State or any authorized representative of the State, and where Federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States Government, shall have access to, and the right to examine, audit, excerpt and transcribe any pertinent books, documents, paper, and records of the Contractor related to order, invoices, payments or other documentation pertaining to this contract.

g. The Contractor agrees that the Department or its authorized representatives may have access to medical records and quality assurance materials for purposes of an independent audit of quality assurance and quality of care.

h. The Contractor shall not charge the Department a fee to audit, inspect or examine Contractor's records.

16. Contract Performance

a. The Department reserves the sole right to monitor Contractor performance through site visits, reports, or other means deemed necessary by the Department. The Contractor agrees that the Department may conduct site visits to review contract compliance, assess management controls, assess relevant services and activities, and provide technical assistance. The Contractor agrees to ensure the cooperation of the Contractor's employees, agents, and board members in such efforts and provide all requested information to the Department in the manner determined by the Department.

b. Following each site visit or review of requested information, the Department may submit a written report to the Contractor which identifies the findings. A Corrective Action Plan with a timetable to address any deficiencies or problems noted in the report may be requested. The Corrective Action Plan shall be submitted to the Department for approval within the timelines outlined in the written report. The Contractor agrees to implement the plan after it is approved by the Department. Failure to do so may result in suspension or termination of the contract.

17. Availability of Funds

The disbursement of funds under this contract is contingent upon the continued availability of federal, state, or private funds to the Department.

18. Withholding of Support

a. With five (5) working days written notice, the Department may temporarily withhold payment of Department funds. The Contractor may be required to submit a corrective action plan for approval by the Department. Reasons for withholding payment of funds may include, but are not limited to:

(1) Delinquency in submitting required reports.

(2) Failure to show satisfactory progress in achieving the objectives of the project or failure to meet the terms and conditions of the contract.

(3) Failure to provide adequate management of contract funds or equipment.

(4) Failure of any Deliverable to meet or conform to any applicable Specifications.

b. Temporary withholding of funds does not constitute just cause for the Contractor to interrupt services to clients or to otherwise cease work under this Contract. No interest shall accrue or be paid to the Contractor on any amounts withheld or retained by the Department under this Contract.

19. Suspension

a. When, as determined by the Department, a Contractor has materially failed to comply with the terms and conditions of the contract, the Department may suspend the contract, in whole or in part, upon written notice. The notice of suspension shall state the reason(s) for the suspension, any corrective action required, and the effective date.

b. The Department shall have the right to suspend the contract without penalty by providing ten (10) days written notice to the Contractor if any of the following conditions exist:

i. The 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 Contract or to operate as required and to fulfill its obligations under this Contract; or

ii. Adequate funds are de-appropriated, reduced, or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;

iii. The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;

iv. The Department's duties are substantially modified.

c. A suspension shall be in effect until the Contractor has provided evidence satisfactory to the Department that corrective action has been or will be taken, until the contract is terminated; or until sufficient funding is reallocated to the Department, as determined by the Department in its sole discretion.

d. Obligations incurred by the Contractor during the suspension period shall not be allowed unless expressly authorized in the notice of suspension or otherwise expressly approved by the Department. Necessary costs which the Contractor could not reasonably avoid during the suspension shall be allowed only if the Contractor had a prior obligation for those expenses.

20. Termination

a. This Contract may be terminated by the Contractor upon sixty (60) days advance written notice only for the failure of the Department to comply with any material term, condition, or provision of this Contract, including but not limited to the failure to make timely payment for work performed on the Deliverables. In this event, the Contractor shall deliver to the Department written notice specifying the nature of the Department's default. The Department shall have the sixty day notice period to correct the problem that resulted in the default notice.

b. This Contract may be terminated effective immediately by either party when circumstances beyond the control of the Department or the Contractor make continuation of this contract impossible.

c. This Contract may be terminated solely by the Department for any of the following reasons:

(1) Default by the Contractor. The failure of the Contractor to comply with any material term, condition, or provision of this contract shall constitute a default by the Contractor. In this event, the Department shall deliver to the Contractor written notice specifying the nature of the Contractor's default. The Department's notice shall also include any penalties due for late or unsatisfactory performance. The Department may make termination of the contract effective immediately. If the notice of default sent by the Department does not indicate that the contract shall be terminated effective immediately, the Contractor shall have ten (10) days after receipt of such notice to correct the problem which resulted in the default notice and to submit payment for the fine imposed. The Department may thereafter issue a notice of immediate termination if the default is not corrected to the satisfaction of the Department or payment of the proposed fine is not received within the ten-day period.

(2) The Convenience of the Department. The Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor whenever, for any reason, the Department shall determine that such termination is in the best interest of the State. In this event, the Department shall issue a termination notice to the Contractor at least ten (10) days prior to the effective termination date. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract up to and including the date of termination.

(3) Bankruptcy or Insolvency. Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

i. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

i. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;

ii. Making an assignment for the benefit of creditors;

iii. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or

iv. Taking any action to authorize any of the foregoing.

(4) Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, the Department shall have the right to terminate this contract without penalty by providing ten (10) days written notice to the Contractor if any of the following conditions exist:

i. The 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 Contract or to operate as required and to fulfill its obligations under this Contract; or

ii. Adequate funds are de-appropriated, reduced, or not allocated or available or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;

iii. The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;

iv. The Department's duties are substantially modified.

(5) Conflict of interest. In the event that the Contractor is proven to have a conflict of interest, as defined in section 11 of this contract, the Department shall immediately terminate this contract.

d. In addition, the Department may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

i. Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or other solicitation document or the Proposal that is false, deceptive, or materially incorrect or incomplete;

ii. Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

iii. Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;

iv. Contractor terminates or suspends its business;

v. Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

vi. Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;

vii. The Department determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Department or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;

viii. Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret or ;

ix. Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy.

e. In the event of termination, the Contractor shall be reimbursed by the Department only for those allowable costs incurred or encumbered up to and including the termination date, subject to the continued availability of funds to the Department. Upon receipt of notice of termination the Contractor shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and shall furnish a report within thirty (30) days of the date of notice of termination describing the status of all work under the contract. The Contractor shall also immediately cease using and return to the Department any personal property, equipment, or materials provided by the Department to the Contractor and shall immediately return to the Department any payments made by the Department for services that were not rendered by the Contractor.

f. In the event of termination, the Contractor agrees to deliver such information and items which are due as of the date of termination, including but not limited to partially completed plans, drawings, data, documents, surveys, maps, reports, and models. The Contractor shall ensure a smooth transition of services to clients, regardless of whether this contract terminates prior to or upon the expiration date of the contract. If the Contractor fails to ensure a smooth transition of services to clients, the Department may, at its sole discretion, place the Contractor on its list of contractors barred from entering into any contract with the Department and immediately terminate all other existing contracts between the Department and the Contractor. The Contractor shall cooperate in good faith with the Department and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider. The Contractor shall immediately return to the Department any payments made by the Department for Deliverables that were not rendered or provided by Contractor. The Contractor shall immediately deliver to the Department any and all Deliverables for which the Department has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

g. Should this contract be terminated under subsection 20(c)(1) ("Default by the Contractor") or subsection 20(c)(3) ("Bankruptcy or Insolvency" of the Contractor), or should the Contractor fail to ensure a smooth transition of services to clients as required by subsection 20(f), the Department may, at its sole discretion, place the Contractor on its list of contractors barred from entering into any contract with the Department. Such placement may be permanent or for an indefinite period of time with no possibility of reinstatement for a fixed period of time, at the sole discretion of the Department. The Department may also, at its sole discretion, immediately terminate all contracts between the Department and Contractor if the Contractor is placed on the barred list of contractors.

h. The Department shall not be liable for the following costs or expenses: unemployment compensation; the payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates; any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract; any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract; any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

i. The Department reserves all administrative, contractual and legal remedies which are available in the event that the Contractor violates or breaches the terms of this contract.

j. In the event that Contractor owes the Department or the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Department may, in its sole discretion, set off any such sum against: (1) any sum invoiced by, or owed to, Contractor under this Contract, or (2) any sum or amount owed by the State to Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

k. The Department's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Department, and the Department shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

21. Recovery of funds

If the Department or any state or federal agency determines that the Contractor has been reimbursed for any cost that is unallowable, unallocable, or unreasonable under this contract, the Contractor shall repay those funds within thirty (30) business days of receiving written notice from the Department. The Department may additionally withhold any payment under this contract if the Contractor fails to repay those funds by the established deadline. The Contractor's obligation to repay funds survives the termination of this contract.

22. Indemnification

The Contractor and its successors and assignees agree to indemnify and hold harmless the State of Iowa and the Department and its officers, employees, agents, and volunteers from any and all liabilities, damages, settlements, judgments, costs and expenses, including the reasonable value of time spent by the Attorney General's Office and the costs and expenses and reasonable attorney fees of other counsel required to defend the Department or the State of Iowa, related to or arising from any of the following:

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

23. Changes of Key Personnel

The Contractor's personnel specified by name and title in Article IV of the Special Conditions are considered to be essential to the work or services being performed. If, for any reason, substitution or elimination of a specified individual becomes necessary, the Contractor shall provide written notification to the Department. Such written notification shall include the successor's name and title. The Contractor shall notify the Department in writing within ten (10) working days of any change of key personnel. A copy of the resume for a director hired during the course of the contract shall also be sent to the Department within ten (10) working days from the date of hire.

24. Assignment

a. This contract shall not be assigned, transferred, or conveyed in whole or in part by the Contractor to any third party or parties without written approval in advance by the Department. The Department reserves the right to not contract with a new contractor.

b. A written agreement with the Contractor to relinquish all rights to the project, and a written agreement with the new contractor to accept all the terms and conditions of the contract shall be submitted to and approved in writing by the Department prior to the date of transfer.

25. Changes in Location

The Department shall be notified of any change in office or service location from that shown in the contract at least ten (10) working days prior to such change

26. Changes in Service

Changes in the services to be provided by the Contractor as outlined in the contract require prior written approval by the Department. Discontinuation of any service may result in a decrease in the contract amount or termination of the contract.

27. Warranties

a. Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (a) this Contract specifically denominates the Contractor's promise as a warranty; or (b) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

b. The Contractor represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Department hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Department hereunder or under any license agreement related hereto without violating any rights of any third party; (ii) Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Department herein; and (iii) the Department shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

c. The Contractor represents and warrants that: (i) the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and (ii) the Department's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Department in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Department's request and at the Contractor's sole expense: (i) procure for the Department the right or license to continue to use the Deliverable at issue; (ii) replace

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

d. The Contractor represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Special Terms. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) business days of receiving notice of such Deficiencies or failures from the Department or within such other period as the Department specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Department's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Department shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Department with questions, problems and concerns about the Deliverables, to inform the Department promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Department, and provide the Department with all necessary materials with respect to such repaired or corrected Deliverable.

e. The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Department notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Department, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Department any fees or compensation paid to Contractor for the unsatisfactory services.

f. The Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

g. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Department will not have any obligations with respect thereto.

28. Contract Administration

a. Invalidity. If any provision of this contract is in conflict with any state or federal law or shall be declared to be invalid by any state or federal court of record, such invalidity shall affect only such portions as are declared invalid or in conflict with the law. Any remaining portion shall continue to be in effect.

b. Status of Contractor. The Contractor shall at all times be deemed an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency, Department, or division of the state. The Contractor shall be responsible for all its withholding taxes, social security, unemployment, worker's compensation and other taxes and shall hold the Department harmless for any claims for same. If the Contractor is a non-profit organization or affiliated with a government organization, the Contractor shall file all required state and federal reports to maintain such status.

c. Compliance with the law.

- i. The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, or rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, executive orders, and orders when performing the work and services under this Contract, including without limitation the following: all laws applicable to the prevention of discrimination in employment (including Iowa Code section 19B.7 and chapter 216), all laws applicable to the nondiscriminatory provision of services or benefits, all laws applicable to accessibility of facilities, and all laws applicable to the use of targeted small businesses as subcontractors or suppliers.
- ii. The Contractor, its employees, agents, and subcontractors shall also comply with all federal, state, and local laws regarding permits and licenses that may be required to carry out the work and services to be performed under this Contract.
- iii. The Contractor may be required to submit its affirmative action plan, containing goals and time specifications and accessibility plans and policies, to the State to comply with the requirements of 11 IAC chapter 121.
- iv. In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.
- v. The Contractor agrees that compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the Department of Administrative Services prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor, its successors, and assignees. Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the Department may cancel, terminate, or suspend, in whole or in part, this Contract. The Department may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law.
- vi. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables. Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

d. Not a Joint Venture. Nothing in this contract shall be construed as creating or constituting the relationship of a partnership or joint venture between the parties hereto. Each party shall be deemed to be an independent contractor acting toward the mutual benefits expected to be derived herefrom. No party, unless

otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this contract.

e. Joint Entity. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this contract, and for any default of such activities and obligations.

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

g. Waiver. Except as specifically provided for in a written waiver signed by duly authorized representatives of the Department and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

h. Headings or Captions. The section and subsection headings or captions are for identification purposes only and do not limit or construe the contents of the sections and subsections.

i. Supersedes former Contracts. This contract supersedes all prior contracts between the Department and the Contractor for work and services provided in connection with this contract.

j. Counterparts. The parties agree that this contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

k. Amendments. This agreement may be amended in writing by mutual consent of the parties. All amendments to this agreement must be fully executed by the parties.

l. Integration. This agreement represents the entire agreement between the parties and none of the parties are relying on any representation that may have been made which is not included in this agreement.

m. Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. The party seeking to exercise this provision shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

n. Obligations beyond contract term. This contract shall remain in full force and effect to the end of the specified term or until terminated or cancelled pursuant to this contract. All obligations of the Department and the Contractor incurred or existing under this contract as of the date of expiration, termination or cancellation shall survive the termination, expiration, or conclusion of this contract.

o. Authorization. Each signatory to this Contract or subsequent Contract amendments represents and warrants to the other parties that:

i. The signatory has the right, power, and authority to enter into this agreement and to bind the party represented by the signatory to this agreement

ii. The party has the right, power, and authority to perform its obligations under the agreement;

iii. The party has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this agreement and this agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

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

q. Public Records. The laws of the State require procurement records to be made public unless otherwise provided by law.

r. Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.

s. Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Department liable in any manner for the resulting changes. The Department shall use best efforts to provide thirty (30) days written notice to the Contractor of any legislative change. During the thirty (30) day time period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative changes. Nothing in this subsection shall affect or impair the Department's right to terminate the Contract pursuant to the termination provisions.

t. Right to Address Board of Directors or Other Managing Entity. The Department reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding Contract performance, expenditures, or any other issue as deemed appropriate by the Department.

29. Contractor's Certification regarding Suspension and Debarment

The Contractor certifies pursuant to 31 CFR part 19 that neither it nor its principles are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal Department or agency. The Contractor further agrees to comply with the regulations implementing executive order 12549 regarding debarment and suspension.

30. Contractor's Certification regarding Lobbying

The Contractor certifies that:

a. No Federal appropriated funds or Other funds originating as Federal funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- i. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code of Federal Regulations. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

b. No State appropriated funds or Other funds originating as State appropriated funds shall be used for the compensation of a lobbyist. For purposes of this section, "lobbyist" means the same as defined in Iowa Code Section 68B.2; however, "lobbyist" does not include a person employed by a state agency of the executive branch of state government who represents the agency relative to the passage, defeat, approval, or modification of legislation that is being considered by the general assembly.

c. The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

31. Contractor's Certification regarding Brokering

The Contractor certifies that no person or selling agency has been employed or retained to solicit and secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained by the Contractor for the purpose of securing business. For breach or violation of this certification, the Department shall have the right to terminate this contract without liability, or in its discretion, to deduct from the contract price or to otherwise recover the full amount of such commission, percentage, brokerage, or contingency.

32. Contractor's Certification regarding a Drug Free Workplace

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations. The Contractor is required to report any conviction of employees under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. A report of a conviction shall be made to the Department within five (5) working days after the conviction.

33. Contractor's Certification Regarding Environmental Tobacco Smoke

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the

imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

b. The Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

c. The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$ 1000 per day.

34. Tobacco Free Environment

The Contractor agrees that it will not allow smoking or tobacco use within any portion of any indoor facility it leases, rents, or owns, and over which it has the authority to establish policy. The Contractor agrees that it shall comply with Iowa's Smokefree Air Act, contained at Iowa Code chapter 142D.

35. Compliance with Iowa Code chapter 8F.

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

36. Compliance with Federal Funding Accountability and Transparency Act

If the Contract is subject to the provisions of 2 CFR Chapter 1 Part 170, the Contractor certifies it will comply with the requirements of this Act. The Contractor shall forward any required documentation, including but not limited to certifications to the Department.

37. Enhancement of Contractor Employee Whistleblower Protections

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

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

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

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

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

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

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

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

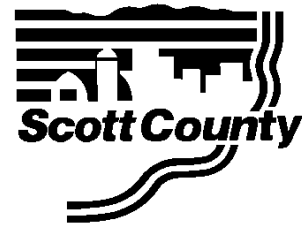
September 17, 2020

APPROVAL OF FY2021 CONTRACTUAL AGREEMENT BETWEEN THE CENTER FOR
ALCOHOL & DRUG SERVICES, INC. (CADS) AND SCOTT COUNTY

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

- Section 1. That the FY2021 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County for reimbursement for prevention services on a quarterly basis to include a detailed accounting of actual expenses is hereby approved in the amount of \$40,000.
- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



Item #12
9/15/2020

(563) 326-8723 Fax (563) 326-8730

September 8, 2020

To: Mahesh Sharma, County Administrator

From: Lori A. Elam, Community Services Director

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

John & Pamela Jones
124 South 9th Street
LeClaire, IA 52753

Suspend: 2019 property taxes due in September 2020 and March 2021 in the amount of \$2356.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

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

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

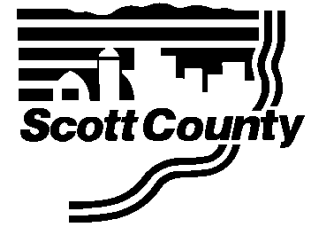
September 17, 2020

SUSPENDING THE 2019 PROPERTY TAXES DUE SEPTEMBER 2020 AND MARCH 2021 FOR JOHN AND PAMELA JONES, 124 SOUTH 9TH STREET, LECLAIRE, IOWA, IN THE AMOUNT OF \$2356.00.

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

- Section 1. The 2019 property taxes due is September 2020 and March 2021 for John and Pamela Jones, 124 South 9th Street, LeClaire, Iowa in the amount of \$2356.00 are hereby suspended.
- Section 2. The County Treasurer is hereby directed to suspend the collection of the above stated taxes and utility fees thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 8, 2020

To: Mahesh Sharma, County Administrator
From: Lori A. Elam, Community Services Director
Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have the property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Twyla Hagberg
3111 Orchard Avenue
Davenport, IA 52802

Suspend: The 2019 property taxes due in September 2020 and March 2021 in the amount of \$602.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS
September 17, 2020

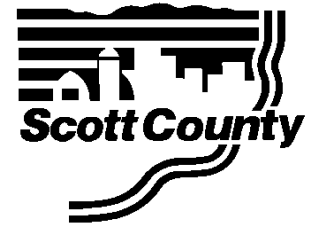
**SUSPENDING THE 2019 PROPERTY TAXES DUE IN SEPTEMBER 2020 AND MARCH 2021 FOR
TWYLA HAGBERG, 3111 ORCHARD AVENUE, DAVENPORT, IOWA IN THE AMOUNT OF \$602.00.**

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

- Section 1. The 2019 property taxes due in September 2020 and March 2021 for Twyla Hagberg, 3111 Orchard Avenue, Davenport, Iowa in the amount of \$602.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 8, 2020

To: Mahesh Sharma, County Administrator
From: Lori A. Elam, Community Services Director
Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Cyrus Sarvestaney
2114 Gaines Street
Davenport, IA 52804

Suspend: 2019 property taxes due September 2020 and March 2021 and Special Assessments in the amount of \$1246.00 and \$346.26 including interest.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

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

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

September 17, 2020

SUSPENDING THE 2019 PROPERTY TAXES AND SPECIAL ASSESSMENTS FOR CYRUS SARVESTANEY, 2114 GAINES STREET, DAVENPORT, IOWA, IN THE AMOUNT OF \$1246.00 AND SPECIAL ASSESSMENTS RECEIPT NUMBERS 141554 \$87.22, 146310 \$87.22, 152801 \$82.55, AND 160205 \$89.27 INCLUDING INTEREST.

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

- Section 1. The 2019 property taxes and special assessments due September 2020 and March 2021 for Cyrus Sarvestaney, 2114 Gaines Street., Davenport, Iowa, in the amount of \$1246.00 and \$346.26 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated property taxes and special assessments thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.



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

To: Scott County Board of Supervisors
From: Roxanna Moritz, Scott County Auditor
RE: Designation of Drop Box as Accessory of Auditor's Office

There has been a lot of public discussion about the use of drop boxes for receipt of ballots in the upcoming General Election. Drop boxes were used in many counties during the June Primary Election and the Secretary of State approve the purchase of drop boxes with CARES money. Then during a video training session it seemed that the Secretary's Office viewed the use of drop boxes as not allowed by law. After further review the Secretary issued new guidance on the use of drop boxes. In short, they are allowed but restricted in location and must be subject to control by the county auditor. The Official Guidance: No-Contact Ballot Delivery is attached to this memo.

Scott County has a multi-use drop box located at the Administrative Center which could be used for the receipt of ballots pursuant to the Official Guidance if the Auditor's Office were in control of the box and only Auditor staff had access to the box. (See Guidance Section 2) There is an existing video security camera which can be accessed by the Auditor's Office for after-hours security. (See Guidance Sections 3 & 4) The box is fastened to a stationary surface. (See Guidance Section 5) The drop box is locked. (See Guidance Section 6)

The proposed resolution would transfer control of the drop box to the Auditor's Office and only Auditor staff would access the box. All keys to the box would be transferred to the Auditor's Office and Auditor staff would separate out ballots and other documents meant for the Auditor's Office and give all other documents to Facility and Support Services (FSS) for distribution to appropriate departments and offices. These provisions would meet Guidance Sections 6 and 7. The arrangement would run through November 4, 2020 when the keys and control would return to FSS.

My staff will develop a log system to meet Guidance Sections 8 and 9. We already enter each ballot received into the I-VOTERS system on the day we receive and we can put ballots received via the drop box into the system in separate daily batches.



OFFICE OF THE IOWA SECRETARY OF STATE

September 2, 2020

Official Guidance: No-Contact Ballot Delivery

Iowa Code §§ 53.8 and 53.17 provide Iowa voters with 4 ways in which their voted absentee ballot can be returned to the correct County Auditor's Office:

1. The voter may return their voted ballot via the USPS
2. The voter's designee may return the voted ballot via USPS
3. The voter may personally deliver their voted ballot to the County Auditor's Office
4. The voter's designee may personally deliver the voted ballot to the County Auditor's Office

Recognizing that some voters may desire to personally deliver their voted ballot to their County Auditor's Office in a no-contact manner, the Secretary of State's Office is issuing the following official guidance related to no-contact ballot delivery systems for voted absentee ballots:

1. The County Auditor's Office is the location where voters may receive services pursuant to Iowa Code §§48A.17, 50.20, 53.10 and 53.18.
2. A County Auditor may develop a no-contact ballot delivery system option located at their office, as defined above, or on county owned and maintained property directly surrounding the building where their office is located.
 - It is recommended that the no-contact ballot delivery system be limited to the collection of election materials.
 - If the no-contact ballot delivery system is a multi-use system, only the County Auditor or individuals employed by the County Auditor shall have access.
3. County Auditors must take all reasonable and necessary steps to ensure the accessibility and security of the no-contact ballot delivery system.
 - Such security measures may include placing the system within the regular sight of the County Auditor or their staff, monitoring the system with a video security system, or establishing some other type of monitoring system.
 - A video security surveillance system may include existing systems in the building where the County Auditor's Office is located.
 - If utilized, the video security surveillance system should create a recording, which can be reviewed by the County Auditor and law enforcement in the event misconduct occurs.

4. The no-contact ballot delivery system shall be available when the County Auditor's Office is open and staffed. If the no-contact ballot delivery system is available to voters during hours when the County Auditor's Office is closed, the County Auditor must take all steps necessary to ensure that the system is always secure and monitored.
5. The no-contact ballot delivery system shall be securely fastened to a stationary surface or to an immovable object.
6. The no-contact ballot delivery systems shall be secured by a lock and may include a tamper-evident seal. Only the County Auditor or individuals employed by the County Auditor shall have access to the keys and/or combination of the lock.
7. Materials delivered via the no-contact ballot delivery system shall be retrieved by the County Auditor or an individual employed by the County Auditor in an expeditious manner, but not less than once per 24-hour period.
8. The County Auditor's Office shall maintain a log of each time election materials are retrieved from the no-contact ballot delivery system, including date, time and the staff member who retrieved the materials.
9. On Election Day, the no-contact ballot delivery system shall be emptied at the time polls close. A record shall be kept, including the date, time and staff member who retrieved the materials, to memorialize that absentee ballots were delivered timely. Any ballots retrieved at the time polls close shall be immediately delivered to the Absentee and Special Voters Precinct Board for review and tabulation.
10. All elections materials received via a no-contact ballot delivery system shall be processed in the same manner as election materials delivered directly to an individual employed by the County Auditor's Office in a traditional hand to hand delivery.

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

September 17, 2020

DESIGNATION OF ADMINISTRATIVE CENTER DROP BOX AS A COUNTY
PROVIDED ACCESSORY OF THE SCOTT COUNTY AUDITOR'S OFFICE.

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

- Section 1. The designation of the Administrative Center exterior drop box as a County provided assessor of the Scott County Auditor's office.
- Section 2. That the exterior drop box may continue to be utilized as a drop off location for other departments and office located on the Scott County campus.
- Section 3. That this designation shall expire on November 4, 2020.
- Section 4. This resolution shall take effect immediately.

Item #14
9/15/2020

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



TO: Mahesh Sharma
FROM: Roxanna Moritz
SUBJECT: Application Grant for HAVA Cares Act Funds
DATE: 09/10/2020

I would like to apply for the HAVA Cares Act Funds to help administer the 2020 General Election. The amount of grant for Scott County would be \$48,400.00. I would need Board approval and Chairman Knobbe to sign the grant application.

If you or the Board of Supervisors has any questions about the assessment I will be available at the September 15, 2020 committee of the whole meeting.



HAVA CARES Subgrant Checklist

APPLICATIONS DUE ON OR BEFORE FRIDAY, SEPTEMBER 11, 2020 @ 5PM CT

Through the federal CARES Act funds were allocated to be used to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle. These funds will be distributed to the counties based on the number of home precincts and the absentee and special voters precinct.

In order to apply to receive these subgrant funds, you must complete the following documents and send them to havacares@sos.iowa.gov on or before Friday, September 11, 2020 at 5 PM CT.



- County Request Letter**
Use the provided template to provide more information on how your county intends to utilize the subgrant funds and the impact COVID-19 has had on your county's administration of the November 3 General Election.
- W-9**
In speaking with our Accounting Department, we will need a new W-9 form for each county. You will need to fill this out even if you just completed one for the Primary. Having new documents helps process the funding through the Department of Administrative Services.
- DAS EFT Authorization**
If you would like to receive your funds electronically, you will need to fill out this form. If you do not fill out this form, you will receive a paper check. I highly, highly recommend filling out this form. You will need to fill this out even if you just completed one for the Primary. Having new documents helps process the funding through the Department of Administrative Services.
- Standard Certification**
Required by the Federal Election Assistance Commission in order to receive federal funds. The County Auditor will need to sign and return this form even if one was completed for the Primary Election subgrant program.
- Grant Agreement**
Must be signed by County Auditor and the Chairperson of the Board of Supervisors. If your Board of Supervisors needs to meet in order for this form to be signed, and they are unable to meet prior to September 11, please contact havacares@sos.iowa.gov immediately.



Iowa Secretary of State Vote Safe Iowa Initiative Subgrant Guidelines



The purpose of these grant guidelines is to set forth the requirements that must be met by each county seeking use of Help America Vote Act (HAVA) funding in order to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.

Through the federal CARES Act funds were allocated to be used to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle. These funds will be distributed to the counties based on the number of home precincts and the absentee and special voters precinct. The guidelines and stipulations set forth below must be followed. You cannot supplant state or county funds with federal funds. All funding and expenditures will be subject to state and federal audits.

Submission of County Grant Application

*The grant application must be completed and returned to the Division of Elections with appropriate signatures on or before **Friday, September 11, 2020 at 5PM**. A form letter that counties must utilize will be supplied by the Secretary of State's Office. Counties will be required to provide a summary of how they intend to utilize the grant funds. Additionally, counties will need to provide information on how voting in their county has been impacted by the COVID-19 pandemic.*

Please see the provided checklist for additional information regarding what must be submitted.

Grant Final Report

Reports are due within 10 days following the General election. While these reporting timelines are tight, they are necessary for the Secretary of State's Office to remain in compliance with the requirement to file a report with the EAC 20 days following these elections.

Reports must be filed on the form prescribed by the Secretary.

Allowable and Reasonable Costs

To be allowable under a grant, costs must be necessary, reasonable and allocable to the grant. In the case of this subgrant program, costs must be new or increased expenditures that are directly attributable to your county's response to the COVID-19 pandemic and its impact on federal elections held in 2020.

Allowable Costs

An allowable cost is one that is necessary and reasonable for the proper and efficient performance and administration of the activities funded under the grant. Allowable costs under this subgrant program are defined on the next page.

Reasonable Costs

Finally, the cost is considered reasonable if, by its nature and amount, it does not exceed what a prudent person would pay under the circumstances. It can be based on frequency of use, actual cost for the products, and other relevant factors. Any expenditures in response to COVID-19 would require the same analysis as other costs. [See 2 CFR 200.405.](#)

Return of Unexpended Funds

All funds that are unexpended must be returned to the Secretary of State's Office by November 30, 2020.



Iowa Secretary of State Vote Safe Iowa Initiative Subgrant Guidelines



Use of Grant Funds

Grant funds must be used for one or more of the following activities:

Personal Protective Equipment (PPE) –

Purchase items such as fabric masks (or materials such as bandanas and rubber bands), gloves, hand sanitizer, cleaning supplies, and plexiglass shields for use by both voters and election officials. The funds can also be used to purchase storage containers to store and transport PPE to polling places.

Polling Place Supplies –

Purchase items such as secrecy folders and pens that are necessary in order to prevent reuse by voters, and signs to encourage social distancing and inform voters about additional steps that are being taken in the Auditor's Office and at the polling place to help stop the spread of COVID-19. The funds can also be used to purchase a system that would allow voters who wish to vote curbside to notify Precinct Election Officials inside the polling place of their presence. Physical security expenditures, including the purchase of cages, is allowable if they are now necessary due to a change in polling place locations or setups due to COVID-19.

Polling place supplies includes supplies for your Absentee and Special Voters Precinct. Allowable costs for your ASVP include envelope stuffing and opening equipment and additional and/or high-speed ballot tabulators.

Training Materials and Programs –

Train elections officials, poll workers, and election volunteers on best practices for maintaining hygienic standards necessary to help combat the spread of COVID-19.

Disinfecting Polling Places –

Arrange for the disinfecting of polling places before, during and after election day.

Costs Incurred to Secure Privately Owned Buildings for Polling Places –

In light of COVID-19, entering into contracts with privately owned buildings may be necessary in order to secure space for a polling place on election day. Because some privately owned building may have either increased the fee for renting space, or be charging a fee for the first time, funds can be used to cover either the increased or new cost associated with securing privately owned buildings for use on election day.

Staffing Needs –

Resources to meet an unanticipated increased demand for absentee ballots are allowable costs. These funds may be utilized to hire temporary staff or to pay overtime for existing staff, so long as this is a new expenditure. Allowable costs **would not** include those that are currently paid by the county who are not taking on new and/or additional responsibilities in response to COVID-19. Another example of how funds may be used is to increase PEO pay or hire more PEOs in response to COVID-19.

Example: If you normally hire two temporary employees to help during the general election season, but in response to COVID-19 you are now hiring four temporary employees, you can reimburse for the cost of the two additional temporary employees.

Postage for Mailed Absentee Ballots –

An increase in postage required under Iowa Code §53.8(1)(a) can be reimbursed using subgrant funds. If you wish to use subgrant funds for this purpose, please **contact the Secretary of State's Office** so we can work with you to apply the formula we have discussed with the federal Election Assistance Commission. The amount a county can reimburse will vary from county to county, and therefore we will need to help you with the calculation.

If a county would like to utilize funds for an expenditure not listed above, they shall contact the Secretary of State's Office to gain advance and written approval.

To: US Election Assistance Commission

Standard Certifications

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.

- B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Violates a prohibition in paragraph A of this award term; or
 - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)”.
- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
 - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is –
 - 1. Associated with performance under this award; or
 - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
- III. Provisions applicable to any recipient.
 - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.
- IV. Definitions. For purposes of this award term:
 - A. “Employee” means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

C. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
2. Includes:
 - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102

Printed Name

Title

Organization

Signature

Date



Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement



County Name: _____
Contract Number: _____
Grant Award Amount: _____
CFDA No.: _____
County DUNS Number: _____

1. **Parties:** This agreement is between _____ County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.
2. **Purpose:** Pursuant to the CARES Act and the Help America Vote Act, the Iowa Secretary of State's Office has received funding via the Election Assistance Commission (hereinafter referred to as the "EAC") "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle." The County has applied for and been awarded grant funds, not to exceed the amount set forth above, for the purpose of preventing, preparing for, and responding to coronavirus for the November 3, 2020 General Election.
3. **Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties. The County shall remit all unexpended funds by **November 30, 2020**.
4. **Project Activity and Reimbursement of Costs:** All expenditures must meet the guidelines laid out in the "Application Guidelines" document. The County may reimburse themselves for expenditures outlined in the "Application Guidelines" that occurred on or after January 20, 2020.
5. **Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the

Secretary of State, Auditors of State or their representatives, or representatives of the Federal Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

6. **Reporting Requirement:** The County shall provide a final expenditure report to the Secretary, on a form prescribed by the Secretary, no later than Friday, November 13, 2020 at 5:00 p.m.

7. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:

HAVA – Title II, Part 2 and Title III [42 USC §§ 15421 – 15425, 15481 – 15485];

The Voting Rights Act of 1965 [42 USC § 1973 et seq];

The Voting Accessibility for the Elderly & Handicapped Act [42 USC § 1973 ee et seq];

The Uniformed and Overseas Citizens Absentee Voting Act [42 USC § 1973 ff et seq];

The National Voter Registration Act of 1993 [42 USC § 1973 gg et seq];

The Americans with Disabilities Act of 1990 [42 USC § 12101 et seq]; and

The Rehabilitation Act of 1973 [29 USC § 701 et seq].

8. **Default:** Noncompliance with the terms of this Agreement shall be grounds for cancellation of the grant award and recapture of funds provided to the County. The County agrees to return to the Iowa Secretary of State, within 45 days of written request from the Secretary, all funds received which are not supported upon audit or other Federal or State review of the documentation maintained by the County.

9. **Execution:** This agreement becomes effective when approved by both parties.

County of _____

Date _____

Chairperson, Board of Supervisors

County Auditor

Heidi Burhans
Director of Elections
Iowa Secretary of State Office

Date

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 17, 2020

APPROVAL OF AN APPLICATION FOR A GRANT FROM THE
FEDERAL CARES ACT FUNDS

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

- Section 1. That the Board hereby approves the application for a grant from the Federal HAVA Cares Act Funds Program in the Auditor's Office to support the 2020 Scott County General Election in the amount of \$48,400.00.
- Section 2. That, if accepted, the Board approves receipt of such funding.
- Section 3. That the Chair is approved to sign such application.
- Section 4. This resolution shall take effect immediately.

INFORMATION TECHNOLOGY

400 West Fourth Street
Davenport, Iowa 52801-1104

Ph: (563) 328-4100 Fax: (563) 326-8669

www.scottcountyiowa.com



September 08, 2020

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

Judicial Dialog software license maintenance and support is due for renewal. Judicial Dialog is the case management application utilized by the Attorney's Office.

The Scott County Attorney's office handles over 5,000 cases annually and archives upwards of 150,000 cases using the Judicial Dialog application.

The quote summary from Judicial Dialog Systems is as follows:

<u>Product</u>	<u>Total</u>
Judicial Dialog	\$ 19,392.73
- ICCU Interface	\$ 1,914.42
- HOX Interface	\$ 1,914.42
- ICIS Interface	\$ 3,500.00
Total	\$ 26,721.57

It is recommended that the Board approve the bid from Judicial Dialog Systems in the amount of \$26,721.57.

The Judicial Dialog maintenance and support contract provides Information Technology the ability to obtain the latest updates and patches to the software as well software support 24x7 on behalf of the Attorney's Office. The result is a more functional and dependable computing environment for the Attorney's Office.

Budget dollars are available in the Information Technology Department operational budget to fund the costs of this contract.

Notes:

- Judicial Dialog license maintenance and support costs were \$26,721.57 in FY'19.

Cc: Mike Walton, County Attorney
Kathy Walsh, Attorney's Office Administrator

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

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 17, 2020

JUDICIAL DIALOG MAINTENANCE AND SUPPORT

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

Section 1. The purchase of Judicial Dialog maintenance and support in the amount of \$26,721.57 is hereby approved.

Section 2. This resolution shall take effect immediately.

MIKE FENNELLY
SCOTT COUNTY TREASURER

600 W 4th Street
Davenport, Iowa 52801-1003

www.scottcountyiowa.gov
www.iowatreasurers.org

Item #16
9/15/2020



MOTOR VEHICLE DIVISION
Scott County Administrative Center (563) 326-8664

PROPERTY TAX DIVISION
Scott County Administrative Center (563) 326-8670

COUNTY GENERAL STORE
902 West Kimberly Road, Suite 6D
Davenport, Iowa 52806
(563) 386-AUTO (2886)

To: Scott County Board of Supervisors

From: MikeFennelly, Scott County Treasurer

Subject: Request to abate taxes

Date: September 9, 2020

The City of Bettendorf has requested the abatement of taxes for the following parcels:

Parcel	Address	Amount
8420231B8	1129 Crestview Cr	\$ 764.00
84285111204	1738 Grant St	\$ 3,348.00
84285111104	1730 Grant St	\$ 6,644.00
Total		\$ 10,756.00

Attached is the requests from the City of Bettendorf.

I am requesting these abatements of the identified taxes pursuant to statute 445.63.

Barb Vance
Scott County Treasurer
600 W. 4th St.
Davenport, IA 52801-1030

August 25, 2020

Re: Abatement of taxes for 2019

Dear Barb:

The following parcels have taxes owing for the 2019 tax year. These parcels are exempt from taxation pursuant to Iowa Code Section 427.1(2) and the City of Bettendorf respectfully requests that the taxes be abated by the Board of Supervisors.

8420231B8

84285111204

84285111104



Lori Uloa
Manager of Accounting
563.344.4048

SCOTT COUNTY TREASURER
MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003
 (563) 326-8670

2019 PROPERTY TAX STATEMENT

SCOTT COUNTY TREASURER

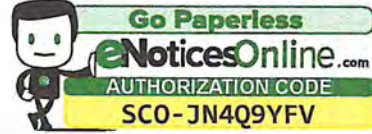
Parcel Number: 8420231B8 Tax District: BEB
 BETTENDORF BETTENDORF
 Property Address: 1129 CRESTVIEW CR
 Acres: 0.191
 Class: R
 Legal Description: HAWTHORNE HILLS 1ST ADD Lot: 118
 HAWTHORNE HILLS 1ST ADD

PAY ONLINE AT
www.iowatreasurers.org



Flood buyout

9531*37**G50**0.9525**1/2*****AUTO5-DIGIT 52722
 CITY OF BETTENDORF IOWA
 1609 STATE ST
 BETTENDORF IA 52722-4937



SCOTT COUNTY TAX BILL for SEPTEMBER 2020 and MARCH 2021. Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE.
 Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021. Your check payment may or will be processed as an electronic fund transfer. Your original check will not be returned by your financial institution. Funds may be debited from your account on the same day the payment is received. Any payments made in person require a scheduled appointment at www.scottcountyiowa.com/treasurer.

VALUATIONS AND TAXES:

	This Year		Last Year	
	Assessed	Taxable	Assessed	Taxable
Land:	28,650	15,779	28,650	16,307
Buildings:	0	0	0	0
Dwelling:	13,400	7,380	86,640	49,314
Less Military Credit:		0		1852
NET TAXABLE VALUE:	42,050	23,159	115,290	63,769
Value Times Levy Rate of:	32.9508700		32.8128200	
EQUALS GROSS TAX OF:	\$763.11		\$2,092.44	
Less Credits of:				
Homestead:	\$0.00		\$159.14	
Bus Prop Tax Credit Fund:	\$0.00		\$0.00	
Low Income/Elderly Credit:	\$0.00		\$0.00	
Ag Land Credit:	\$0.00		\$0.00	
Family Farm Credit:	\$0.00		\$0.00	
Prepaid Tax:	\$0.00		\$0.00	
NET ANNUAL TAXES:	\$764.00	\$1,934.00		
Ag Dwelling Tax:	\$0.00	\$0.00	Emergency Management Dollars:	

TAX DUE:

Other taxes unpaid: NO
 Special Assessments due: NO
 Drainage due: NO
 Tax sale certificate: NO

Due: CITY OF BETTENDORF IOWA

Contract:

SCOTT COUNTY TREASURER
 MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003
 (563) 326-8670

Receipt #
623738

DUE Sept 1, 2020 **\$382.00** DUE March 1, 2021 **\$382.00**
 Date Paid: _____ Date Paid: _____
 Check #: _____ Check #: _____

Retain the upper portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

Include this STUB with March 2021 payment.

YOU MAY PAY ONLINE AT: www.iowatreasurers.org

Receipt #
623738

2019 CT



Taxpayer ID #:
 Dist: BEB
 Parcel: 8420231B8



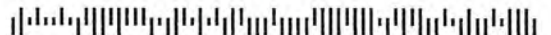
TAX DUE: Mar 1, 2021
 TAX DELQ: Apr 1, 2021

MAR 1, 2021

\$382.00

Taxpayer(s):

CITY OF BETTENDORF IOWA
 1609 STATE ST
 BETTENDORF IA 52722-4937



SCOTT COUNTY TREASURER
 MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003

Include this STUB with September 2020 payment.

YOU MAY PAY ONLINE AT: www.iowatreasurers.org

Receipt #
623738

2019 CT



Taxpayer ID #:
 Dist: BEB
 Parcel: 8420231B8



TAX DUE: Sept 1, 2020 or Full Year
 TAX DELQ: Oct 1, 2020

FULL YEAR

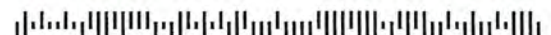
\$764.00

SEPT 1, 2020

\$382.00

Taxpayer(s):

CITY OF BETTENDORF IOWA
 1609 STATE ST
 BETTENDORF IA 52722-4937



SCOTT COUNTY TREASURER
 MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003



**SCOTT COUNTY TREASURER
MIKE FENNELLY**
600 W 4TH ST
DAVENPORT, IA 52801-1003
(563) 326-8670

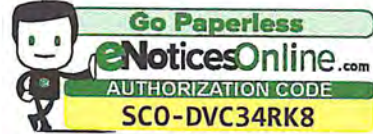
2019 PROPERTY TAX STATEMENT

SCOTT COUNTY TREASURER
Parcel Number: 84285111104 Tax District: BEBS
BETTENDORF BETTENDORF DTSMID
Property Address: 1730 GRANT ST
Acres: 0.160
Class: C *New parking lot*
Legal Description: BETTENDORF IMP. CO. Lot: 011 Block: 004
BETTENDORF IMP. CO.

PAY ONLINE AT
www.iowatreasurers.org



9532*37**G50**1.4325**3/6*****AUTO5-DIGIT 52722
CITY OF BETTENDORF IOWA
1609 STATE ST
BETTENDORF IA 52722-4937



SCOTT COUNTY TAX BILL for SEPTEMBER 2020 and MARCH 2021. Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE.
Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021. Your check payment may or will be processed as an electronic fund transfer. Your original check will not be returned by your financial institution. Funds may be debited from your account on the same day the payment is received. Any payments made in person require a scheduled appointment at www.scottcountyiowa.com/treasurer.

VALUATIONS AND TAXES:

	This Year		Last Year	
	Assessed	Taxable	Assessed	Taxable
Land:	36,750	33,075	36,750	33,075
Buildings:	170,010	153,009	170,010	153,009
Dwelling:	0	0	0	0
Less Military Credit:		0		0
NET TAXABLE VALUE:	206,760	186,084	206,760	186,084
Value Times Levy Rate of:		35.7008700		32.8128200
EQUALS GROSS TAX OF:		\$6,643.36		\$6,105.94
Less Credits of:				
Homestead:		\$0.00		\$0.00
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag Land Credit:		\$0.00		\$0.00
Family Farm Credit:		\$0.00		\$0.00
Prepaid Tax:		\$0.00		\$0.00
NET ANNUAL TAXES:		\$6,644.00		\$6,106.00
Ag Dwelling Tax:		\$0.00		\$0.00

TAX DUE:

A Other taxes unpaid: NO
X Special Assessments due: NO
Drainage due: NO
Tax sale certificate: NO
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Deed: CITY OF BETTENDORF IOWA

Contract:

SCOTT COUNTY TREASURER
MIKE FENNELLY
600 W 4TH ST
DAVENPORT, IA 52801-1003
(563) 326-8670

Receipt #
660959

DUE Sept 1, 2020 **\$3,322.00** DUE March 1, 2021 **\$3,322.00**
Date Paid: _____ Date Paid: _____
Check #: _____ Check #: _____

Retain the upper portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

Include this STUB with March 2021 payment.

YOU MAY PAY ONLINE AT: www.iowatreasurers.org

Receipt #
660959

2019 CT



Taxpayer ID #: _____
Dist: BEBS
Parcel: 84285111104



TAX DUE: Mar 1, 2021
TAX DELQ: Apr 1, 2021

MAR 1, 2021

\$3,322.00

Taxpayer(s):

CITY OF BETTENDORF IOWA
1609 STATE ST
BETTENDORF IA 52722-4937

SCOTT COUNTY TREASURER
MIKE FENNELLY
600 W 4TH ST
DAVENPORT, IA 52801-1003

Include this STUB with September 2020 payment.

YOU MAY PAY ONLINE AT: www.iowatreasurers.org

Receipt #
660959

2019 CT



Taxpayer ID #: _____
Dist: BEBS
Parcel: 84285111104



TAX DUE: Sept 1, 2020 or Full Year
TAX DELQ: Oct 1, 2020

FULL YEAR

\$6,644.00

SEPT 1, 2020

\$3,322.00

Taxpayer(s):

CITY OF BETTENDORF IOWA
1609 STATE ST
BETTENDORF IA 52722-4937

SCOTT COUNTY TREASURER
MIKE FENNELLY
600 W 4TH ST
DAVENPORT, IA 52801-1003



SCOTT COUNTY TREASURER
MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003
 (563) 326-8670

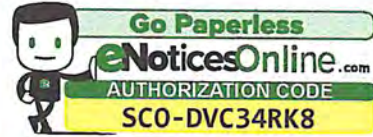
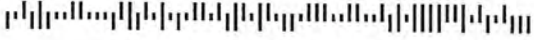
2019 PROPERTY TAX STATEMENT

SCOTT COUNTY TREASURER
 Parcel Number: 84285111204 Tax District: BEBS
 BETTENDORF BETTENDORF DTSMID
 Property Address: 1738 GRANT ST
 Acres: 0.170
 Class: C *New parcel Kinglot*
 Legal Description: BETTENDORF IMP. CO. Lot: 012 Block: 004
 BETTENDORF IMP. CO. LOT 12 BLK 4 EX PT FOR RD

PAY ONLINE AT
www.iowatreasurers.org



9533*37**G50**0.43**1/2*****AUTO5-DIGIT 52722
 CITY OF BETTENDORF IOWA
 1609 STATE ST
 BETTENDORF IA 52722-4937



SCOTT COUNTY TAX BILL for SEPTEMBER 2020 and MARCH 2021. Please keep it in a safe place. Send the correct stubs along with your check for payment. If your taxes are paid by your Bank in Escrow, this is for your information only. SEE REVERSE SIDE.
 Based on January 1, 2019 valuations. Taxes for July 1, 2019 through June 30, 2020. Payable September 2020 and March 2021. Your check payment may or will be processed as an electronic fund transfer. Your original check will not be returned by your financial institution. Funds may be debited from your account on the same day the payment is received. Any payments made in person require a scheduled appointment at www.scottcountyiowa.com/treasurer.

VALUATIONS AND TAXES:

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	This Year		Last Year	
	Assessed	Taxable	Assessed	Taxable
Land:	45,000	40,500	45,000	40,500
Buildings:	59,230	53,307	59,230	53,307
Dwelling:	0	0	0	0
Less Military Credit:		0		0
NET TAXABLE VALUE:	104,230	93,807	104,230	93,807
Value Times Levy Rate of:		35.7008700		32.8128200
EQUALS GROSS TAX OF:		\$3,348.99		\$3,078.07
Less Credits of:				
Homestead:		\$0.00		\$0.00
Bus Prop Tax Credit Fund:		\$0.00		\$0.00
Low Income/Elderly Credit:		\$0.00		\$0.00
Ag Land Credit:		\$0.00		\$0.00
Family Farm Credit:		\$0.00		\$0.00
Prepaid Tax:		\$0.00-		\$0.00
NET ANNUAL TAXES:		\$3,348.00		\$3,078.00
Ag Dwelling Tax:		\$0.00		\$0.00

TAX DUE:

A Other taxes unpaid: NO
X Special Assessments due: NO
 Drainage due: NO
 Tax sale certificate: NO
 Deed: CITY OF BETTENDORF IOWA

Contract:

Emergency Management Dollars:

SCOTT COUNTY TREASURER
 MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003
 (563) 326-8670

Receipt # 609849

DUE Sept 1, 2020 **\$1,674.00** DUE March 1, 2021 **\$1,674.00**
 Date Paid: _____ Date Paid: _____
 Check #: _____ Check #: _____

Retain the upper portion for your records. Enter the date paid and your check number for your information. Keep in a safe place.

Include this STUB with March 2021 payment.

YOU MAY PAY ONLINE AT: www.iowatreasurers.org

Receipt #
609849

2019 CT



Taxpayer ID #:
 Dist: BEBS
 Parcel: 84285111204



TAX DUE: Mar 1, 2021
 TAX DELQ: Apr 1, 2021

MAR 1, 2021

\$1,674.00

Taxpayer(s):

CITY OF BETTENDORF IOWA
 1609 STATE ST
 BETTENDORF IA 52722-4937

SCOTT COUNTY TREASURER
 MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003

Include this STUB with September 2020 payment.

YOU MAY PAY ONLINE AT: www.iowatreasurers.org

Receipt #
609849

2019 CT



Taxpayer ID #:
 Dist: BEBS
 Parcel: 84285111204



TAX DUE: Sept 1, 2020 or Full Year
 TAX DELQ: Oct 1, 2020

FULL YEAR

\$3,348.00

SEPT 1, 2020

\$1,674.00

Taxpayer(s):

CITY OF BETTENDORF IOWA
 1609 STATE ST
 BETTENDORF IA 52722-4937

SCOTT COUNTY TREASURER
 MIKE FENNELLY
 600 W 4TH ST
 DAVENPORT, IA 52801-1003



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

SCOTT COUNTY AUDITOR

RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS

September 17, 2020

**APPROVAL OF THE ABATEMENT OF DELINQUENT PROPERTY TAXES AS
RECOMMENDED BY THE SCOTT COUNTY TREASURER AND IN ACCORDANCE
WITH IOWA CODE CHAPTER 445.63**

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

- Section 1. Iowa Code Section 445.63 states that when taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes are owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.
- Section 2. The City of Bettendorf has requested the abatement of the current 2019 taxes for parcel 8420231B8, address 1129 Crestview Cr. in the amount of \$764.00, parcel 84285111204, address 1738 Grant St. in the amount of \$3,348.00, and parcel 84285111104, address 1730 Grant St. in the amount of \$6,644.00.
- Section 3. The County Treasurer is hereby directed to strike the amount of property taxes due on these City of Bettendorf parcels in accordance with Iowa Code Section 445.63.
- 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

September 17, 2020

APPROVAL OF APPOINTMENT OF SCOTT HAYCRAFT TO THE
BENEFITED FIRE DISTRICT #3

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

Section 1. That the appointment of Scott Haycraft, Eldridge, Iowa, to the Benefited Fire District #3 for an unexpired three (3) year term expiring on April 1, 2021 is hereby approved.

Section 2. 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

September 17, 2020

APPROVAL OF APPOINTMENT OF SHELIE KIRBY TO THE
BENEFITED FIRE DISTRICT #3

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

Section 1. That the appointment of Shelie Kirby, Rural Davenport, Iowa, to the Benefited Fire District #3 for a three (3) year term expiring on April 1, 2023 is hereby approved.

Section 2. 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

September 17, 2020

APPROVAL OF APPOINTMENT OF SARA SOMSKY TO THE
BUILDING BOARD OF APPEALS

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

- Section 1. That the appointment of Sara Somsky, Eldridge, to the Building Board of Appeals for a (5) year term expiring on December 31, 2024 is hereby approved.
- Section 2. This resolution shall take effect immediately.