PLANNING & DEVELOPMENT

500 West Fourth Street Davenport, Iowa 52801-1106

E-mail: planning@scottcountyiowa.com

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Timothy Huey Director

To:

Dee F. Bruemmer, County Administrator

From: Scott County TIF Review Committee

Date: November 2, 2010

Re:

City of Walcott proposed expansion of the its Urban Renewal Area and City of Bettendorf's proposed Tax Increment Financing for expansion of an industrial development for Bowe Machine located at 2527 State Street.

The City of Walcott and the City of Bettendorf have both notified Scott County of an opportunity to consult on the proposed TIF plans for each city. The City of Walcott proposes the expansion of Urban Renewal Area to allow the use of TIF to fund the City's cost share of a joint city/county road and bridge improvement project. The City of Bettendorf proposes the use of TIF as an industrial development incentive for the expansion of a business at 2527 State Street in the City of Bettendorf. The meeting for the City of Bettendorf is Friday, November 5th at 10 AM, and the meeting for the City of Walcott is Monday, November 8th at 10:00 AM.

The City of Bettendorf is proposing the use of tax increment financing as a economic development incentive for the expansion of Bowe manufacturing; a local machine shop specializing in the manufacture of blades for such things as automobile shredders. There are currently 60 employees and this expansion is expected to add five jobs. Bowe Manufacture has been located in Bettendorf for over 35 years. The expansion of an additional 7,000 square feet of space will have a minimum assessment of \$500K, which would generate an increment payment of \$12,500 annually. The incentive will offer the increment rebate for a total of five years with payments not to exceed a total amount of \$62,500. This appears to be of the scope and nature of the use of TIF that the Board has supported in the past. It is for a limited duration and total payment amount and offered as an incentive for the expansion of facilities and the creation of quality jobs

The City of Walcott is proposing to expand its Urban Renewal Area to include the right of way where a joint city county road and bridge improvement is planned. The proposed increment to be used is generated by both increases in valuation at the Iowa 80 Truck Stop area and the development of facilities for Ossian Inc. The TIF Review Committee has concerns with the equity of using TIF funds for the City's match in a joint road project since a portion of that increment is generated from the County's portion of the property tax levy. This in effect increases the County's portion of participation in this joint project.

We have attached the information provided by both cities and a draft of a letter to each city for the Board's consideration..

Xc: TIF Review Committee



128 W. Lincoln Street - P.O. Box 247 - Walcott, IA 52773

Phone: 563-284-6571 Fax: 563-284-6984

DATE:

October 22, 2010

TO:

Board of Supervisors, Scott County

Superintendent, Davenport Community School District President, Eastern Iowa Community College District

FROM:

City Council

City of Walcott, Iowa

RE:

Consolidated Walcott Urban Renewal Area Amendment

The City of Walcott is in the process of expanding an urban renewal area, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for November 8, 2010, at two o'clock p.m. at the Walcott City Hall in Walcott. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City Council will also hold a public hearing on this urban renewal plan amendment at six o'clock p.m. on November 15, 2010, and a copy of the notice of hearing is enclosed for your information.

Please call our City Clerk at (563) 284-6571, if you have questions.

Enclosure

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED CONSOLIDATED WALCOTT URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at six o'clock p.m., at the Walcott City Hall, Walcott, Iowa, on the 15th day of November, 2010, there will be conducted a public hearing on the question of designating an expanded Consolidated Walcott Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, by adding and including all the property described as follows:

All of the right-of-way of Blue Grass Road commencing at its intersection with Walcott Road/200th Street on the north and terminating at the Southernmost City Limit on the south.

The subject matter of the public hearing will also include a proposed amendment to the urban renewal plan for the Consolidated Walcott Urban Renewal Area covering the area identified above, pursuant to Chapter 403, Code of Iowa, a copy of which amendment is on file for public inspection in the office of the City Clerk.

The proposed amendment to the urban renewal plan brings the property described above under the plan and makes it subject to the provisions of the plan.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Lisa Rickertsen City Clerk

CITY OF WALCOTT, IOWA

URBAN RENEWAL PLAN AMENDMENT CONSOLIDATED WALCOTT URBAN RENEWAL AREA

November, 2010

The Urban Renewal Plan (the "Plan") for the Consolidated Walcott Urban Renewal Area (the "Urban Renewal Area") is being amended for the purpose of increasing the size of the Area by adding certain real property (the "November 2010 Addition") thereto.

- 1) Addition of Property. The real property (the "Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added as the November 2010 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Urban Renewal Plan for the Urban Renewal Area.
- **2) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:

Outstanding general obligation debt of the City:

Proposed debt to be incurred in area to be added to Urban Renewal Area:

\$\frac{\$6,221,738}{\$3,174,770}\$

area to be added \$\$100,000

October 25, 2010

Thomas Coley Scott Community College 2400 Belmont Road Bettendorf, IA 52722

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

Mr. Tim Huey Planning Director 500 West Fourth Street Davenport, IA 52801-1106

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

SUBJECT: A proposed Tax Increment Financing District for Bowe Machine Company at 2527 State Street, Bettendorf

Dear Taxing Entities:

One of the City of Bettendorf's top goals in its efforts to encourage economic development and increase the tax base is "to encourage development and expansion of industrial facilities" such as the industrial development at 2527 State Street, Bettendorf, lowa.

An industrial building expansion is anticipated for this site consisting of a 7,000 square foot addition. Industrial development and expansion in Bettendorf and throughout the State of Iowa, in the City's opinion, have become drastically reduced. With the use of the TIF incentive, the City may be in a position to address this problem on a local basis. The City anticipates a request for a six year, 100% TIF rebate with the total amount rebated not to exceed \$62,500.

The total project is anticipated to increase the tax base from the current \$621,590 to the new value of \$1,121,590 and will be completed by December 30, 2011. The developer, its assigns, or successors in interest, will agree to retain the project as an "industrially" taxed property for the time frame beginning January 1, 2012 through December 31, 2022 insuring that the property may not be converted to any other use or be taxed at a lower rate.

Prior to offering any such financial incentives, the city desires to seek your input about this project. Therefore, an Opportunity to Consult will be held on **November 5**, 2010 at 10:00 a.m. in the Economic Development Office of Bettendorf City Hall at 1609 State Street. Please feel free to contact me at 344-4060 at any time should you have any questions concerning this project.

Sincerely,

Steve Van Dyke

Economic Development Director

Steve Van Dyke

Enclosures

NOTICE OF OPPORTUNITY TO CONSULT

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

Date: November 5, 2010

Time: 10:00 am

Place: Bettendorf City Hall

Economic Development Office

1609 State Street Bettendorf, Iowa 52722

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

PROJECT

7,000 square foot industrial building expansion.

ESTIMATE OF COST

Total Project

\$500,000

TAXES PRESENTLY BEING GENERATED FROM SITE

Total Current Value

\$ 621,590

Annual Taxes at Current Rate

21,920

TAXES ESTIMATED TO BE GENERATED FROM NEW DEVELOPMENT ONLY

New Building Value

\$ 500,000

Estimated annual taxes at current rate \$

\$ 12,500

FISCAL IMPACT OF THE DIVISION OF REVENUE FROM PROPOSED DEVELOPMENT

Property tax base will be increased and <u>new taxes</u> totaling \$34,420 per year will be generated when development is complete.

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

Scott County:

. Minimal

Bettendorf Community School District:

None (industrial)

Scott Community College:

Minimal (possible industrial/technical training)

ESTIMATED DURATION OF DIVERSION OF REVENUE

6 years

ESTIMATED REVENUE AVAILABLE TO EACH TAXING ENTITY AFTER 6 YEARS IF PROJECT SUCCEEDS:

TOTAL	\$34,420
Others	1 % \$ 344
E.I.C.C.D.	2 % \$ 688
Scott County	14 % \$ 4,819
Bettendorf Community School District	45 % \$15,489
City of Bettendorf	38 % \$13,080

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (the "City"), and Bowe Machine Company, (the "Developer"), as of the _______, 2010.

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Developer Obligations. The Developer will undertake a Project, consisting of, but not limited to, construction of a 7,000 square foot building expansion (more or less) for an industrial use as allowed in a "I-2" General Industrial District on the property described above and by this reference made a part thereof the "Property". The building expansion is herein referred to as the "Project". Prior to the construction of the Project, the Developer shall submit to the City copies of all plans and engineering documents related to the Project as customarily required under existing City Ordinances. The City may request reasonable changes to such plans and documents to insure compilance with existing applicable City Ordinances and engineering requirements. The Project shall consist of a building expansion having approximately 7,000 gross square feet (more or less) located at 2527 State Street. The added value to the parcel as a result of the Project shall, by agreement of the Parties, add a minimum of \$500,000 to the assessed valuation established January 1, 2010 as \$621,590. The Project shall commence promptly upon City approval of plans and issuance of a building permit, and Developer shall diligently prosecute construction to be completed prior to the end of calendar year 2011.

The Developer will agree to a minimum assessed value for the Project of \$500,000 for the time frame beginning January 1, 2012 through December 31, 2022 (except for limited exceptions provided for in the Minimum Assessment Agreement), provided that City timely approves the site plan and building permit and that construction is substantially completed by December 31, 2011 (the "Completion Date"). During such time, the Developer, its assigns, or successors in interest, and all tenants of the building expansion agree not to seek to reduce the

assessment of the building expansion to below \$500,000, unless one of the stated exceptions in the Minimum Assessment Agreement occurs. Said Minimum Assessment Agreement must be filed with the Scott County Recorder's Office **before** December, 31, 2010.

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

The Payments shall be made solely and only from incremental property taxes received by the City from the Scott County Treasurer, which are attributable to the improvements made to the property as called for herein. In any one year the maximum payout shall not exceed \$12,500. The Payments to the Developer are subject to the timely payment of property taxes by the Developer or other owners of the Property, and to the satisfactory completion of the Improvements.

- **Section 3.** Term. Taxes to be rebated under this agreement shall be those incremental taxes accruing on the property by virtue of the newly constructed building expansion beginning with calendar year 2011 and continuing for a maximum of 6 years thereafter, or until a maximum of \$62,500 in incremental tax revenue has been rebated to the Developer, whichever first occurs.
- **Section 4. Assignment.** This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby agrees and consents that the Developer's right to receive the Payments hereunder may be assigned by the Developer to a private lender, as security, or to another entity which is controlled by the Developer, without further action or approval on the part of the City. In the event that Developer sells the Property subject to the minimum assessment agreement as herein required, the Developer may without any further consent of the City assign its rights to remaining payments. The City agrees, further, not to unreasonably withhold its permission upon receipt of a request from the Developer for assignment of all or any portion of its rights and obligations hereunder to any other party and to either approve or deny such request within sixty (60) days after receipt of such request by the City Council.
- **Section 5. Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
- **Section 6. Governing Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with the laws of the State of Iowa.
- **Section 7. Dispute Resolution.** All disputes, controversies and questions directly or indirectly arising under, out of, in connection with or in relation to this Agreement or its' subject matter, including without limitation, all disputes, controversies and questions relating to validity, negotiation, interpretation, construction, performance, termination and enforcement of the Agreement, shall be resolved finally and conclusively in accordance with this section, which shall be the sole and exclusive procedure for the resolution of any dispute.

The parties shall attempt in good faith to resolve any dispute promptly by negotiation. If the matter has not been resolved within twenty (20) days after a party's request for negotiation ("Negotiation Period"), either party may initiate arbitration as provided herein.

<u>Initiation of Arbitration</u>. If the dispute is not resolved during the Negotiation Period, any unresolved dispute, controversy or claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (each a "<u>Dispute</u>" and collectively, the "<u>Disputes</u>") shall be settled by binding arbitration. The expedited procedures of the Commercial Arbitration Rules ("<u>Commercial Rules</u>") of the American Arbitration Association ("<u>AAA</u>") in effect on the date that the arbitration is initiated as provided herein shall govern the procedure for the arbitration, except to the extent modified by the provisions of this Section 8. The arbitration shall be initiated by sending to the other party and the AAA a written demand for arbitration that complies with the requirements of the Commercial Rules (the "<u>Arbitration Demand</u>") and by requesting from the AAA a list of qualified arbitrators (the "Arbitrator List") meeting the requirements of the following paragraph. The AAA shall not administer the arbitration and shall only provide the list of qualified arbitrators and appoint one or more arbitrators under the circumstances set forth herein. Each party to the arbitration shall be responsible to pay an equal share of the fees

payable to the AAA in connection with the arbitration, subject to the right to recover such fees as a cost or expense incurred in connection with the Dispute as otherwise provided in this Section 8. If a party fails to pay its share of such fees within the time required by the AAA, any other party may advance such share and recover it from the party failing to pay it, together with interest at the annual rate of 18%. The party advancing such share shall be entitled to have an immediate award entered by the arbitrator, once appointed, for the full amount of such party's payment with interest thereon and attorneys fees and expenses incurred in connection therewith.

Appointment of Arbitrator. The arbitration shall be conducted by a single arbitrator selected by the parties from the Arbitrator List or, if they cannot agree on that arbitrator, by the appointment of an arbitrator by the AAA. The parties agree that the arbitrator selected by the parties or the AAA must be a person with extensive knowledge in the subject matter of the Dispute(s) and at least five (5) years of experience in arbitrating substantially similar issue(s) as those described in the Arbitration Demand and submitted to arbitration hereunder.

<u>Location of Arbitration</u>. The arbitration, including the rendering of the award, shall take place in Bettendorf, Iowa.

Arbitrator's Award. Any award rendered by the arbitrator may be entered as a judgment or order and confirmed or enforced by either party in the division of the United States District Court located in the Southern District of Iowa which includes Bettendorf, Iowa. If either party brings or appeals any judicial action to vacate or modify any award rendered pursuant to arbitration or opposes the confirmation of such award and the party bringing or appealing such action or opposing confirmation of such award does not prevail, such party will pay all of the costs and expenses (including, without limitation, court costs and attorney fees) incurred by the other party in defending such action. Additionally, if either party brings any action for judicial relief (other than injunctive relief) in the first instance without pursuing arbitration prior thereto, the party bringing such action will be liable for and will immediately pay to the other party all of the other party's costs and expenses (including, without limitation, court costs and attorney fees) to stay or dismiss such judicial action and/or remove it to arbitration. The arbitrator may only grant a remedy or relief that is within the scope of this Agreement, including, but not limited to, any limitations on remedies imposed by other provisions of this Agreement. The arbitrator shall not award punitive or exemplary damages, and each party to this Agreement waives their respective right to recover punitive or exemplary damages under any circumstances. In making an award, the arbitrator shall apply and follow the laws of the State of Iowa applicable to contracts and to the extent applicable, the Federal Arbitration Act, found at 9 USC 61, et. seq. (the "Federal Arbitration Act"), which shall supersede any state laws governing arbitration of Disputes; provided, however, that the procedural rules in the Commercial Rules and the evidentiary and discovery rules set forth in the following subsections of this Section 8 shall be applied notwithstanding state or federal law to the contrary. The prevailing party in an arbitrated Dispute shall be entitled to recover as a part of any award the costs and expenses (including without limitation reasonable attorneys' fees) incurred by such party in connection with the arbitrated Dispute.

Discovery. Except as hereafter provided, discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause. The parties shall comply with the requirements of Federal Rule of Civil Procedure 26(a)(1)(A), (B) and (C); Federal Rule of Civil Procedure 26(a)(2)(A) and (B); and Federal Rule of Civil Procedure 26(a)(3)(A), (B) and (C) within sixty (60) days after the date of the Arbitration Demand. Any party failing to comply with such requirements shall be subject to sanctions as provided in Federal Rule of Civil Procedure 37(b)(2)(A), (B), (C) and the final unlettered paragraph thereof; Federal Rule of Civil Procedure 37(c)(1); and Federal Rule of Civil Procedure 37(d); provided, however, that the arbitrator may permit a party to have one additional period of up to thirty (30) days to cure any such failure. The arbitrator shall permit, as a matter of right, the depositions of the parties and any expert witnesses to be taken. The arbitrator shall not allow more than one (1) set of interrogatories limited in number to no more than thirty (30), including subparts thereof. The arbitrator shall have the right to enter protective orders under Federal Rule of Civil Procedure 26(c)(2), (3), (4), (5), (6), (7) and (8). The parties shall supplement responses to discovery permitted in this subsection under the circumstances described in Federal Rule of Civil Procedure 26(e). Discovery requests and responses, including objections, shall be signed in the manner described in Federal Rule of Civil Procedure 26(g) and the certification described in Federal Rule of Civil Procedure 26(g)(2) and penalties described in Federal Rule of Civil Procedure 26(g)(3) shall apply to each signature. The arbitrator shall enforce the discovery provisions set forth in this subsection.

<u>Evidence</u>. The formal rules of evidence shall not be applicable to the arbitration. Any relevant evidence, including hearsay to the extent it is determined by the arbitrator to be reliable, may be admitted by the

arbitrator if it is the sort evidence upon which responsible persons are accustomed to rely in the conduct of serious business affairs, regardless of the admissibility of such evidence in a court of law.

<u>Time Limits</u>. The award shall be made by the arbitrator on or before thirty (30) days after final submission of all matters, or within such extended time, not exceeding an additional thirty (30) days (sixty (60) days total) as the arbitrator may determine is necessary.

<u>Form of Award</u>. The arbitrator shall render the award in writing, which shall set forth in detail the reasons for such award. The arbitrator shall sign and date the award and serve upon each party a signed copy of the award.

Section 8. NOTICE. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

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

To Bowe Machine Company:
Attn: Mr. Simon Bowe
2527 State Street
Bettendorf, IA 52722
Office Phone (563) 355-4777

- **Section 9. ENTIRE AGREEMENT.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and supercede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. All Exhibits attached hereto are hereby incorporated into and made a part of this Agreement.
- **Section 10. AMENDMENTS.** No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the parties. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provision shall remain in full force and effect.
- **Section 11. SEVERABILITY.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if for any reason a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.
- **Section 12. CONSTRUCTION.** The titles or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, as such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.
- Section 13. WAIVER OF JURY TRIAL. EACH OF THE DEVELOPER AND THE CITY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT THAT IS NOT OTHERWISE REQUIRED TO BE SUBMITTED TO ARBITRATION IN ACCORDANCE WITH SECTION 8 OF THIS AGREEMENT.

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

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

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

·
Ву:
Its: Mayor
Althoration of layer
Attested by:
By:
Its City Clerk
·
Bowe Machine Company
Bv:
Its: President

CITY OF BETTENDORF, IOWA

BOARD OF SUPERVISORS

600 West Fourth Street Davenport, Iowa 52801-1030

Office: (563) 326-8749 Fax: (563) 328-3285

E-Mail: board@scottcountyiowa.com



CHRIS GALLIN, Chair LARRY MINARD, Vice-Chair WILLIAM P. CUSACK JIM HANCOCK TOM SUNDERBRUCH

November 9, 2010

Mayor Michael Freemire Bettendorf City Council Members Bettendorf City Hall 1609 State Street Bettendorf, IA 52722

RE: City of Bettendorf's proposed creation of a Tax Increment Financing (TIF) District for Bowe Manufacturing at 2527 State Street..

Dear Mayor Freemire and Council Members:

Thank you for the opportunity to comment on the proposed creation of a tax increment financing (TIF) district for the expansion of Bowe Manufacturing facilities located at 2527 State Street. The Scott County Board of Supervisors has reviewed the information provided our TIF Review Committee by your Director of Economic Development. The Board supports the use of TIF as an economic development incentive for the expansion of existing businesses and the creation of quality, primary jobs that are deemed to add real value to the Quad Cities economy and provide new employment opportunities.

It is the Board's understanding that the TIF payments will only be for five years and total no more than \$62,500. The relatively short duration of the TIF District also adds merit to this proposal.

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

Sincerely,

Chris Gallin, Chair Scott County Board of Supervisors

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

BOARD OF SUPERVISORS

600 West Fourth Street Davenport, Iowa 52801-1030

Office: (563) 326-8749 Fax: (563) 328-3285

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CHRIS GALLIN, Chair LARRY MINARD, Vice-Chair WILLIAM P. CUSACK JIM HANCOCK TOM SUNDERBRUCH

November 9, 2010

Mayor Jim Couper Walcott City Council Members Walcott City Hall 128 West Lincoln PO Box 247 Walcott, IA 52773

RE: Ci

City of Walcott's proposed expansion to its Urban Renewal Area to include the right of way of Blue Grass Road in the City of Walcott

Dear Mayor Couper:

Thank you for the opportunity to comment on the proposed expansion of Walcott's Urban Renewal Area to include the right of way for Blue Grass Road. The Scott County Board of Supervisors has reviewed the information provided to our TIF Review Committee by your City Clerk Lisa Rickertsen. The Board has concerns with the City proposing to use TIF payments to fund the City's portion of a joint city county road and bridge improvement project. This is because a portion of all TIF funds are generated from the County's portion of the total property tax levy which are diverted to use in the City's Urban Renewal Areas through TIF. The use of such funding for the city's share of this project in effect increases the County's share and reduces the City's portion.

It is the Board's understanding that the City of Walcott proposes to use up to \$100,000 of TIF income to help finance the City's share of this planned road and bridge improvement project. The Board would support a more equitable source of funding for the city's share of this project or for the City rebate to County an amount equal to the County's share of the TIF payments.

The Scott County Board of Supervisors would appreciate the City of Walcott's consideration of the Board's concerns on the use of TIF for this project.

Sincerely,

Chris Gallin, Chair Scott County Board of Supervisors

CC:

Scott County Board of Supervisors

Dee F. Bruemmer, Scott County Administrator