

PLANNING & DEVELOPMENT

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



Timothy Huey
Director

To: Scott County Board of Supervisors

From: Scott County TIF Review Committee

Date: August 5, 2014

Re: City of Bettendorf's proposed TIF District for 31,000 square foot expansion to Bowe Manufacturing facility at 2321 State Street.

The City of Bettendorf notified Scott County of an opportunity to consult that is scheduled for, Friday, August 8, at 10:00 AM regarding a specific TIF Plan for an existing urban renewal district. The City is proposing the use of tax increment financing generated by the development of a 31,000 square foot addition to the Bowe Manufacturing facility. The TIF funds would rebate the taxes generated by the expansion for five years. Previously, in 2010, the City of Bettendorf approved a TIF rebate at a different location for this same company for a new 6,000 square foot building which totaled \$62,500 over five years.

The assessed valuation and property taxes generated by the existing property are:

Current property assessed value	\$1,121,570
Current taxes paid	\$ 38,808

The proposed project is anticipated to result in:

Future Assessed Value of expansion	\$3,500,000
Estimate of future taxes on expansion	\$ 121,105
Estimated duration of TIF	5 years
Estimate of Annual TIF payment	\$ 87,500
Total TIF payments over 5 years	\$ 437,500

The development agreement the City has with the developer states that the TIF payment will be based on a 31,000 square foot expansion added on to the existing building on the property. The company will sign a minimum assessment agreement for a total value of \$4.6M. The \$38,808 in taxes paid on the existing property will continue to go to the taxing entities.

The TIF Review Committee does not see any need to attend next Friday morning's meeting. This appears to be the type of TIF that we have recommended the Board support in the past. The Board sent a letter of support for the previous 2010 TIF proposal for Bowe Manufacturing. We have attached a copy the information provided by the City and a draft of a letter of support for the project.



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

JUL 29 2014

July 28, 2014

Dr. Teresa Paper, President
Scott Community College
500 Belmont Road
Bettendorf, IA 52722

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

Tim Huey
Planning Director
500 West Fourth Street
Davenport, IA 52801

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 2321 State Street, Bettendorf

Dear Taxing Entities:

One of the City of Bettendorf's top goals in its efforts to promote economic development and increase the tax base is "to encourage development and expansion of industrial facilities" such as the industrial development at 2321 State Street, Bettendorf, Iowa.

An industrial building expansion is anticipated for this site consisting of a 31,000 square foot addition. Industrial development and expansion in Bettendorf has been less than optimal. 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 five year, 100% TIF rebate with the total amount rebated not to exceed \$437,500.

The total project is anticipated to increase the tax base from the current \$1,121,570 by the new value of \$3,500,000 and will be completed by December 30, 2014. 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, 2015 through December 31, 2019 insuring that the property may not be converted to any other use or be taxed at a lower rate.

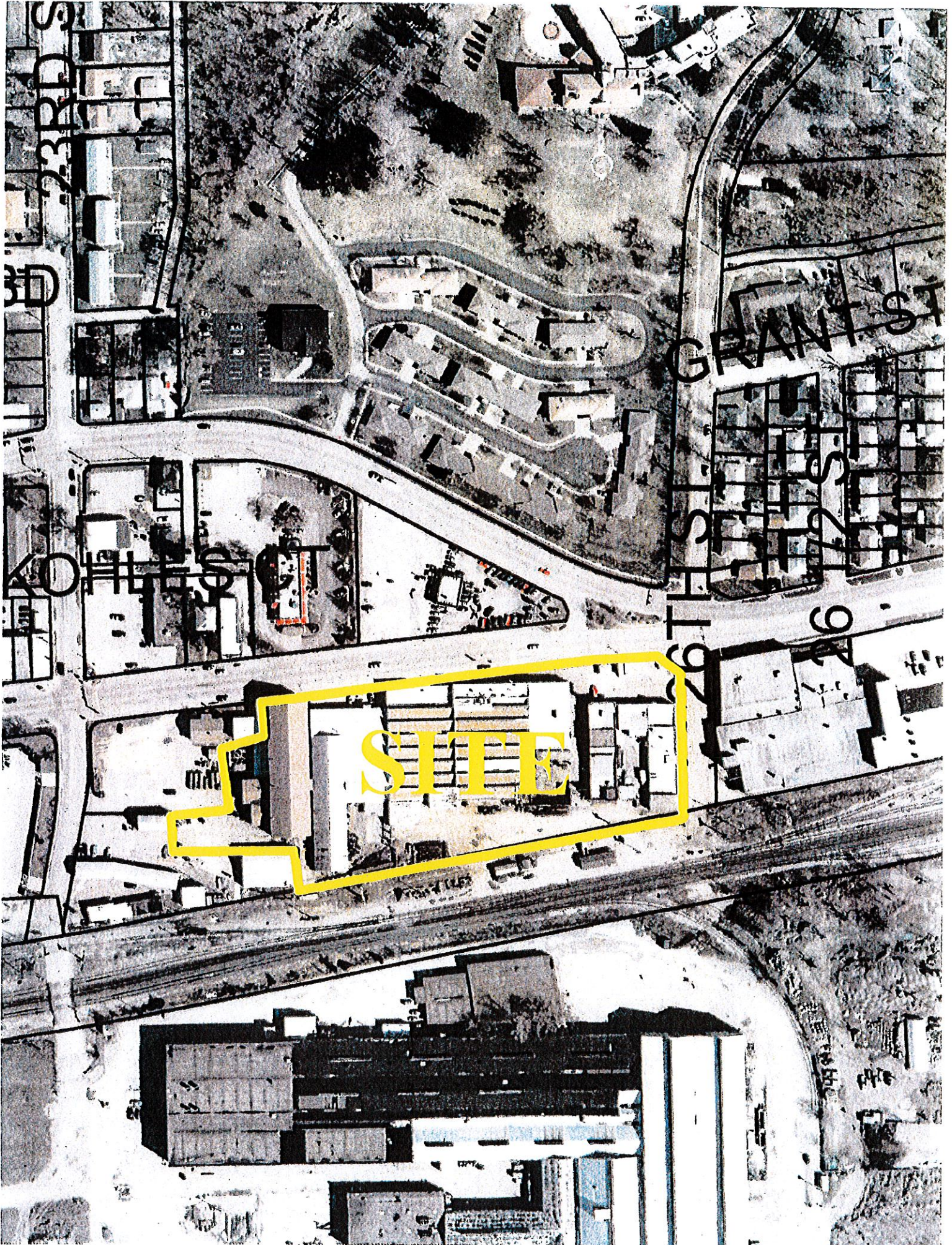
Prior to offering any such financial incentives, the city desires to seek your input about this project. Therefore, an Opportunity to Consult will be held on **August 8, 2014** at 10:00 a.m. in the Economic Development Office of Bettendorf City Hall at 1609 State Street. Please feel free to contact me at 344-4060 at any time should you have any questions concerning this project.

Sincerely,

A handwritten signature in blue ink that reads "Steve Van Dyke". The signature is written in a cursive style with a long, sweeping tail on the "y".

Steve Van Dyke
Economic Development Director

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: August 8, 2014
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 prior to that date and time. 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

31,000 square foot industrial building expansion.

ESTIMATE OF COST

Total Project \$3,500,000

TAXES PRESENTLY BEING GENERATED FROM SITE

Total Current Value \$ 1,121,570
Annual Taxes at Current Rate \$ 38,808

TAXES ESTIMATED TO BE GENERATED FROM NEW DEVELOPMENT ONLY

New Building Value \$ 3,500,000
Estimated annual taxes at current rate \$ 121,105

FISCAL IMPACT OF THE DIVISION OF REVENUE FROM PROPOSED DEVELOPMENT

Property tax base will be increased and new taxes totaling \$159,913 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

5 years

ESTIMATED REVENUE AVAILABLE TO EACH TAXING ENTITY AFTER 5 YEARS IF PROJECT SUCCEEDS:

City of Bettendorf	38 %	\$60,767
Bettendorf Community School District	45 %	\$71,961
Scott County	14 %	\$22,388
E.I.C.C.D.	2 %	\$ 3,198
Others	1 %	\$ 1,599
TOTAL		\$159,913

MINIMUM ASSESSMENT AGREEMENT

Owner of Property: Bowe Machine Company of Bettendorf, Iowa

Legal Description of Property: (see attached "Exhibit A")

Parcel Number if known: 8428580091

Effective start date: January 1, 2015

Effective End Date: December 31, 2019

Agreed upon minimum valuation: \$3,500,000

This minimum valuation applies to: all structures and land including an approximate 31,000 square building addition to be substantially completed by December 31, 2014.

Recitals:

1. The Owner of the property listed above has entered into a Development Agreement with the City of Bettendorf. The Development Agreement has been approved by Resolution _____.

2. The Development Agreement calls for a Tax Increment Financing District, which has been enacted by the City of Bettendorf by Ordinance _____.

3. The Owner and City have agreed to enter into this minimum assessment agreement, to provide a funding mechanism for City obligations under the Development Agreement.

4. That for the time this Minimum Assessment Agreement is in effect, the Owner and any tenants or lessees of Owner, and any and all assigns, purchasers, heirs, or subsequent owners hereby waive any and all challenges to the minimum assessment agreed hereto, except as provided in Section 5 below, reserving the right to challenge assessments in excess of the minimum established by this Agreement.

5. Exceptions. The Owner and any tenants or lessees of Owner, and any and all assigns, purchasers, heirs, or subsequent owners reserve the right to challenge the minimum assessed valuation of the building when, on December 15 of any year of this agreement, the building, due to act of God, is uninhabitable or cannot be used for productive purpose. If such condition exists on December 15, Owner shall notify the Scott County Tax Assessor of the problem, and the Assessor may reduce the valuation for the following year and the Owner may challenge any assessment made by the Assessor. Upon repair of the building, this Agreement shall again be in force, and shall be extended on a year for year basis, for each year this Agreement is suspended pursuant this section.

6. That for the time this Minimum Assessment Agreement is in effect, the Owner and any tenants or lessees of Owner, and any and all assigns, purchasers, heirs, or subsequent owners hereby agree not to seek or accept any property tax waiver, abatement, or deferral which otherwise may be available to Owner under law related to the portion of the property covered by this Minimum Assessment Agreement.

7. That upon the expiration of the Minimum Assessment Agreement as established above, this Agreement shall be of no further force and effect.

8. That the signatures below is intended to bind the Owner and the party signatories hereto shall rely on the signatures to represent that the Owner has taken all necessary steps to bind itself to this Agreement.

PROPERTY OWNER:

Dated this ___ day of _____, 2014.

(Print name and Title below signature)

State of Iowa
County of Scott

This instrument was acknowledged before me on the ___ day of _____,
2014 by _____ as _____ (corporate officer)
For: Bowe Machine Company, owner

Notary Public

CITY OF BETTENDORF, IOWA:

Dated this ___ day of _____, 2014.

Mayor

City Clerk

For: City of Bettendorf
1609 State Street, Bettendorf, Iowa 52722

State of Iowa
Scott County

On this _____ day of _____, 2014, before me, a Notary Public in and for the State of Iowa personally appeared Robert Gallagher and Decker Ploehn, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Bettendorf, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the organization, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution No. _____ passed by the City Council on the August 19th day of August, 2014, and that Robert Gallagher and Decker Ploehn acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

SCOTT COUNTY, IOWA ASSESSOR:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to the building improvements upon completion shall not be less than \$3,500,000.

This does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a

public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

Dated this _____ day of _____, 2014.

For: County Assessor

END OF DOCUMENT

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 ____ day of _____, 2014.

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 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 31,000 square foot building expansion (more or less) for an industrial use as allowed in an "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 compliance with City Ordinances and engineering requirements.

The Project shall consist of a building expansion having approximately 31,000 gross square feet (more or less) located at 2321 State Street. The added value to the parcel as a result of the Project shall, by agreement of the Parties, add a minimum of \$3,500,000 to the assessed valuation established January 1, 2014 as \$1,121,570. The Project shall commence promptly upon City approval of plans and issuance of a building permit. Developer shall diligently prosecute construction to be completed prior to the end of calendar year 2014.

The Developer agrees to a minimum assessed value for the Project of \$3,500,000 for the time frame beginning January 1, 2015 through December 31, 2019 (except for limited exceptions provided for in the Minimum Assessment Agreement). 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 \$3,500,000,

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, 2014.

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 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 \$87,500. 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 2015 and continuing for a maximum of 5 years thereafter, or until a maximum of \$437,500 in incremental tax revenue has been rebated to the Developer, whichever first occurs.

Section 4. Right of Non-Appropriation. Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the Rebate from the Pledged Tax Increment Revenues described in Section 2 hereto shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of the City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring the City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year from the Pledged Tax Increment Revenues described in Section 2 hereto for the payment in full of the installments on the Rebate due and payable in that fiscal year, then the City shall have no further obligation to the Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose.

The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to pay future installments on the Rebate shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

Section 5. 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 6. Covenant with the Land. This Agreement shall run with the land and shall be binding upon the Developer, its successors and assigns.

Section 7. 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 8. Jury Trial Waiver. The parties hereto, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury in any litigation based on or arising out of this agreement or instrument, or any related instrument or agreement, or any of the transactions contemplated hereby or any course of conduct, dealing, statements, whether oral or written, or action of any party hereto. No party shall seek to consolidate by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by any party hereto except by a written instrument executed by all parties.

Section 9. 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:
Mr. Simon Bowe
2321 State Street
Bettendorf, IA 52722
Office Phone (563) 355-4777**

Section 10. 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 11. 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 12. 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 13. 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 14. Unavoidable Delays: 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.

CITY OF BETTENDORF, IOWA

By: _____
Its: Mayor

Attested by:

By: _____
Its City Clerk

Bowe Machine Company

By: _____
Its: President

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: August 8, 2014
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 prior to that date and time. 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

31,000 square foot industrial building expansion.

ESTIMATE OF COST

Total Project \$3,500,000

TAXES PRESENTLY BEING GENERATED FROM SITE

Total Current Value \$ 1,121,570
Annual Taxes at Current Rate \$ 38,808

TAXES ESTIMATED TO BE GENERATED FROM NEW DEVELOPMENT ONLY

New Building Value \$ 3,500,000
Estimated annual taxes at current rate \$ 121,105

FISCAL IMPACT OF THE DIVISION OF REVENUE FROM PROPOSED DEVELOPMENT

Property tax base will be increased with total taxes of \$159,913 per year when the 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

5 years

ESTIMATED REVENUE AVAILABLE TO EACH TAXING ENTITY AFTER 5 YEARS IF PROJECT SUCCEEDS:

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Others	1 %	\$ 1,599
TOTAL		\$159,913

BOARD OF SUPERVISORS

600 West Fourth Street
Davenport, Iowa 52801-1030

Office: (563) 326-8749
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LARRY MINARD, Chair
JIM HANCOCK, Vice-Chair
WILLIAM P. CUSACK
CAROL T. EARNHARDT
TOM SUNDERBRUCH

August 14, 2014

Mayor Robert Gallagher, Jr.
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 2321 State Street.

Dear Mayor Gallagher 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 2321 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 this significant expansion of a valued existing business. This project adds real value to the Quad Cities economy and hopefully can 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 \$437,500. 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,

Larry Minard, Chairman
Scott County Board of Supervisors

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