

## PLANNING & DEVELOPMENT

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Item 09  
07-26-16

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Timothy Huey  
Director

To: Mahesh Sharma, County Administrator

From: Scott County TIF Review Committee

Date: July 20, 2016

**Re: City of Bettendorf's proposed creation of TIF Districts for the demolition Lodge Hotel and redevelopment of the former hotel site at I-74 and Utica Ridge Road.**

In 2014, the City of Bettendorf proposed to create a TIF District in an existing urban renewal district to use tax increment financing generated by the rehabilitation of the Lodge Hotel at I-74 and Utica Ridge Road. The TIF District would have rebated the tax increment revenue on the project for twelve years. It was an incentive offered to allow the existing hotel to be redeveloped. That project never came about and the current plan is for another developer, CDCQC, LLC, to demolish the hotel building completely and redevelop the site for office and commercial/retail uses.

The proposed plan would set a five year timeframe on the development of the site, which likely would be developed in various phases on several separate parcels within the district. Each phase developed within that five year time frame would rebate 100% of the TIF income generated to the developer for ten years. At this time no specific project or uses have been identified. However, under the City's Planned Unit Development regulations, each phase of the development would require separate zoning approval and separate TIF plan approval by the City Council. TIF incentives would not be approved for any portion of the development for residential purposes and only for commercial and office development deemed appropriate by the City Council.

In 2014 the Board sent a letter in support of the hotel rehabilitation project but only in so far as the rebate was to offset extraordinary costs, since the project was for a hotel and generally considered secondary economic development and not primary. The TIF Review Committee has prepared a similar letter for the Board's consideration for the current proposal, that our support is only for a TIF rebate to offset the extraordinary costs of site demolition and preparation and not as an incentive for commercial/retail development.



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

July 6, 2016

Dear Taxing Entities,

One of the City of Bettendorf's top goals in an effort to encourage economic development and increase the tax base is "to encourage the redevelopment of underutilized or blighted property", such as the 10+ acre tract of land located at 900 Spruce Hills Drive in Bettendorf, Iowa, (commonly known as The Lodge). A project existed under former ownership, with a TIF in place, which would support the construction of a new hotel complex. That project never got off the ground, the ownership group let the property fall into a state of blight, and the property was acquired at tax sale by CDCQC, LLC, whose primary investor is Russell Construction.

Today, the property has fallen into a further blighted condition, and is a public nuisance sitting at one of the most visible and highly traveled intersections in the Quad Cities. Additionally, the assessed value of the property will fall in 2017 from \$3.85 million, down to \$785,000, which essentially is the value of the land alone. CDCQC, LLC has approached the City of Bettendorf requesting a full 10 year TIF to support the redevelopment of the tract of land, which would start immediately with the demolition of the existing blighted building. While no project is proposed at this time, this preliminary Development Agreement would contemplate multiple commercial buildings with office, retail, financial and/or mixed use residential being possibilities. CDCQC's plan will be to immediately demo the building, grade and market the site, and have a fully developed corridor within five years, and their incentive, which is a proposed 10 year 100% TIF will come in the form of a rebate that is based on their ability to perform and get the new businesses in place in the new buildings that will be constructed. It is worth noting that every project brought forth as part of this development will be fully vetted by City staff and Council, before awarding TIF support.

Prior to committing to a preliminary Development Agreement, the City desires to seek your input about this project. Therefore, an Opportunity to Consult will be held on Wednesday, July 13, 2016 at 10am in the Administrative Offices of Bettendorf City Hall, located at 1609 State Street. If you have thoughts, or cannot make the meeting, please feel free to contact me with any questions. I will be happy to oblige.

Additionally, per Iowa Code, a hard copy of the Resolution setting the date for the Opportunity to Consult, and the proposed Development Agreement will be mailed to each of the taxing entities; and as a courtesy, hard copies will be hand delivered as well.

Thank you!

A handwritten signature in black ink, appearing to read "J. Reiter", written over a horizontal line.

Jeff Reiter  
Economic Development Director  
City of Bettendorf

RESOLUTION \_\_\_\_\_-16

RESOLUTION SETTING A DATE FOR A PUBLIC HEARING AND  
OPPORTUNITY TO CONSULT TO CONSIDER A  
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BETTENDORF AND  
CDCQC, LLC, FOR REDEVELOPMENT OF 900 SPRUCE HILLS DRIVE

WHEREAS, the City of Bettendorf has identified the redevelopment of The Lodge property as a Top Priority for 2016, and

WHEREAS, The Lodge Hotel is located in the City of Bettendorf's established Urban Renewal Zone #3, and

WHEREAS, CDCQC, LLC. (the developer) has approached the City of Bettendorf with a redevelopment proposal for this property, and

WHEREAS, the Developer and the City of Bettendorf have prepared a proposed Development Agreement which includes a rebate to the Developer in the form of tax increment financing, and

WHEREAS, the City Council has determined the public purpose will be accomplished by the creation of new businesses that generate public gains and benefits as mandated by Section 15A of the Code of Iowa.

NOW, THEREFORE IT BE RESOLVED BY THE CITY OF BETTENDORF:

1. That July 13, 2016 at 10am in the Bettendorf City Hall Administrative Offices is here by established as the date, time and location for an opportunity to consult with the local taxing bodies; and
2. That July 19, 2016 at 7pm in the Bettendorf City Hall Council Chambers at 1609 State Street is hereby established as the date, time and location for a public hearing for a proposed Development Agreement including Tax Increment Financing District between the City of Bettendorf and CDCQC, LLC.

Passed, Approved and Adopted this 5<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Mayor Robert Gallagher, Jr.

Attest:

\_\_\_\_\_  
Decker P. Ploehn, City Clerk

## **DEVELOPMENT AGREEMENT**

This Development Agreement is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (City), and CDCQC, LLC, an Iowa Limited Liability Company (Developer), as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

### **RECITALS**

**WHEREAS**, Developer owns certain property, more specifically described on Exhibit A attached hereto (Property), which is located within the Urban Renewal Area #3, and upon which the Developer intends to construct commercial facilities (Project(s)) on the Property; and

**WHEREAS**, a Development Agreement was approved in April, 2014, between the City of Bettendorf and Spruce Hills Investment Partners, LLC, with the City agreeing to provide tax increment financing (TIF) rebates as support for a proposed development project on this Property; and

**WHEREAS**, Spruce Hills Investment Partners was not able to complete the prior project as proposed and Developer has purchased the Property and intends to construct a new Project or Projects within the site; and

**WHEREAS**, by approving this Agreement, the City hereby terminates the prior Agreement with Spruce Hills Investment Partners and repeals Resolution No. 67-14 and Ordinance No. 11-14; and

**WHEREAS**, the Project(s) will not occur without financial assistance from the City of Bettendorf; and

**WHEREAS**, the parties intend that this Agreement be considered a preliminary Development Agreement with additional, more specific terms being negotiated at the time the Project(s) are presented in final form; 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 attract and retain businesses 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.**

Developer agrees to demolish at its expense any existing buildings that are not intended to be rehabilitated. Demolition shall commence on or before October 1, 2016. Any buildings that remain on the site shall be protected from the elements and maintained in such a manner as to ensure that they do not become a public nuisance. Should demolition not commence within the required timeframe, and be diligently completed, City may pursue any lawful means to enforce demolition of the existing buildings.

Developer shall undertake future development work, consisting of but not limited to the installation of new buildings for commercial or mixed uses, and, if necessary, infrastructure improvements on or adjacent to the Property within existing easements or rights of way. All infrastructure improvements shall comply with City ordinances and engineering requirements.

Developer may subdivide the Property into multiple lots in furtherance of its plans for commercial development or mixed use. Any subdivision of the Property shall require formal platting, with all costs of the replatting being paid by Developer. Platted lots may be retained by Developer, or sold to a third party. Developer anticipates that development of the Property will take 60 months or less.

Developer agrees that any buildings constructed on the Property during the term of this Development Agreement shall adhere to the design and performance standards identified in the MRCOD overlay district or shall be developed under a Planned Unit Development District with design standards being incorporated into the Development Plan submitted under the PUD. The parties recognize that this is a highly visible site with excellent frontage along the I-74 corridor. As such, the parties agree that both the street frontage and the interstate frontage shall be developed in an attractive, consistent manner.

## **Section 2.      Development Restrictions.**

It is anticipated that the final development will incorporate a number of mixed uses, with residential as a possible component of the overall Project. Developer may request that the City's Comprehensive Plan, land use map, and zoning map be amended to allow for such a mixed use development within the Property. Upon receipt of such request, the City agrees to cause the necessary proceedings to be commenced to consider such amendments.

Developer understands that City does not provide incentives for residential developments and if there is a significant residential component as part of the overall development, the TIF Rebate described below may be reduced and additional procedural requirements may need to be followed as required by Chapter 403 of the Iowa Code.

## **Section 3.      Economic Development Payments.**

The City agrees to make tax increment rebate payments (TIF Rebate) to Developer in support of this Project. The TIF Rebate shall be paid only from the tax incremental revenues derived from the Project for the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa. For the purposes of this Agreement, the tax incremental revenues derived from the Project shall mean only the taxes available for division by the City under the Urban Renewal Law in excess of the base year assessment.

Developer shall be entitled to the TIF Rebate that accumulates for the entire Property, regardless of changes in ownership of any individually platted lots. It shall be up to the Developer to determine whether the TIF Rebate shall pass through to the individual lot owners. If the Property is subdivided, each tax parcel may constitute a separate Project and be awarded its own TIF Rebate stream.

The TIF Rebates shall be made on December 1<sup>st</sup> and June 1<sup>st</sup> of each fiscal year, and shall continue for a period of at least ten (10) years of taxes. Developer shall be entitled to receive ten (10) years of full TIF Rebate, plus any partial TIF Rebates that may accumulate during the period within which the Project or Projects are under construction. In any event, a TIF Rebate shall not exceed a maximum of twelve (12) years of payments.

On or about November 1<sup>st</sup> of each year, the Developer shall report to the City the status of payment of all property taxes then due on the Property and certify to the City the development costs associated with the Project(s). On December 1<sup>st</sup> of each year, and based upon the Developer's

certification to the City, the City shall certify said amount to the county auditor pursuant to Iowa Code Section 403.19(6) as debt incurred within the District (as established by the Tax Increment Financing Ordinance).

The TIF Rebate shall begin when Developer provides notice to the City that certification to the county auditor is appropriate. Said notification by Developer shall not occur until all necessary zoning and site plan review processes have been completed. In the event that such notification does not occur, the TIF Rebate, and the ten (10) year window under which those payments can be received, shall automatically begin 60 months from the date of the signing of this Agreement. If this automatic commencement date occurs, Developer shall only be entitled to ten (10) years of TIF Rebate, irrespective of any partial construction years. The TIF Rebates to the Developer are subject to the timely payment of property taxes by the Developer or other owners of the Property.

Developer agrees to execute a Minimum Assessment Agreement for the Property in an amount to be agreed upon when the Project begins construction. The amount of the Minimum Assessment Agreement shall be equivalent to a reasonable assessed value as agreed upon by the City, Developer and Scott County Assessor. Said Minimum Assessment Agreement shall be in full force and effect for the duration of the TIF Rebates on the Property and shall run with the land.

#### **Section 4. Term of Agreement.**

The tax increment revenues described in Section 3 above shall accumulate and be available for rebate through the life of the TIF Rebate stream. This Agreement shall terminate once all TIF Rebates have concluded.

#### **Section 5. Right of Non-Appropriation.**

Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the TIF Rebate from the Pledged Tax Increment Revenues described in Section 3 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 the City as provided in this section. The City may exercise its right of non-appropriation as to the amount of the TIF Rebates 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 an ordinance approved by two thirds (2/3) of the City Council affirmatively declaring the City's election not to appropriate funds otherwise required to be paid in the next fiscal year under the Development Agreement. The vote for non-appropriation shall require three prior separate readings at regularly-scheduled City Council meetings, with no suspension of the rules or shortening the timing of the readings or approvals.

In the event the City Council of the City elects to not appropriate sufficient funds in the budget for any future fiscal year from the Pledged TIF Rebate described in Section 3 hereto for the payment in full of the installments on the TIF 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 TIF Rebates 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 6.      Assignment.**

This Agreement may not be amended or assigned by either party without the express permission of the other party. However, the City hereby gives its permission that the Developer's right to receive the TIF Rebate 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 on the part of the City.

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 7.      Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

**Section 8.      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 9.      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.

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

\_\_\_\_\_  
By:

Its: Mayor

Attested by:

\_\_\_\_\_  
By:

Its: City Clerk

CDCQC, LLC

\_\_\_\_\_  
By:

Its:



EXHIBIT A

Street Address: 900 Spruce Hills Drive

City: Bettendorf

County: Scott

LEGAL DESCRIPTION

Lot 1 in Jumer's Castle Lodge Addition, an addition to the City of Bettendorf, Iowa; in the County of Scott and State of Iowa; Also Lot 2 in Summit Hills Commercial Park Fifth Addition to the City of Bettendorf, Scott County, Iowa; Also, that former highway conveyed by grant from the State of Iowa Recorded March 3, 1993, as document no. 4914-93 Described as follows: To-Wit: Part of the Southeast  $\frac{1}{4}$  of Section 17, Township 78 North, Range 4 east of the 5<sup>th</sup> Principal Meridian, City of Bettendorf, Scott County, Iowa, more particularly described as follows: Beginning at the Southerly most corner of Lot 1, Jumer's Castle Lodge Addition to the City of Bettendorf, Iowa, said point being on the existing right-of-way line of I-74; thence South  $16^{\circ} 32$  minutes 41 seconds west, 15.12 feet (for purposes of this legal description, the Southerly line of said Lot 1 is assuming to bear north  $80^{\circ} 45$  minutes 02 seconds west); thence North  $80^{\circ} 45$  minutes 02 seconds West, 170.06 feet; thence North  $57^{\circ} 06$  minutes 16 seconds West, 79.65 feet; thence North  $50^{\circ} 11$  minutes, 56 seconds West, 124.44 Feet to a point on the existing right-of-way line of I-74; thence South  $57^{\circ} 07$  minutes 02 seconds East 200.04 Feet along said right-of-way line; thence South  $80^{\circ} 45$  minutes 02 seconds East, 168.84 Feet along said right-of-way line to the said point of beginning.

URBAN RENEWAL PLAN  
CITY OF BETTENDORF  
IOWA

April, 1990  
*As Amended*

## URBAN RENEWAL PLAN

The State Code of Iowa authorizes cities to establish urban renewal plans for portions of the city requiring special governmental attention. Such areas may be vacant ground, suitable for economic development or expansion, developed commercial or industrial areas needing an infusion of funds for redevelopment and expansion, and residential areas where focused governmental action can halt and reverse trends of decay or deterioration.

This plan has been prepared to fulfill the requirements of Chapter 403 of the State Code of Iowa. It is intended to establish a basis for an Urban Renewal Area, for the purpose of using eminent domain and/or tax increment financing to promote development and redevelopment.

When considering specific development proposals the provisions of this Plan can be utilized to determine whether the proposed development merits assistance from the City in terms of land assembly, special financing or any type of tax abatement or tax increment mechanisms. If the City finds the proposed project to be complimentary to the plan's goals and objectives, it may approve the use of the various incentive mechanisms to make the project a reality.

This plan is broken into three distinct areas. The area boundaries and the purpose of the districts will be detailed below.

### DISTRICT ONE-Grant and State Street Corridor

Attached hereto and labeled District One is the legal description for District One.

### STATEMENT OF DEVELOPMENT OBJECTIVES

This area composes the downtown area of the city and the site occupied by the former J. I. Case manufacturing plant. With the closure of the J. I. Case plant, many jobs were lost. The Grant and State St. commercial area, suffering from decreased traffic, did not grow. Some decay in this portion of the city can be seen.

Accordingly, it is the intent of the city to strengthen its economy, alleviate and prevent conditions of unemployment, and stimulate the development of the city by the encouragement and assistance of industrial and commercial enterprises within this district.

### POWERS TO ACHIEVE OBJECTIVES

The city may exercise any or all of the following in its attempt to meet the objectives above:

1. Use of federal, state, or city funds, either in combination or singly, to create incentives for location, remodeling, or expansion of enterprises within the district.
2. Acquisition, development or redevelopment, including site clearance, and disposition of real property within the district.
3. Relocation or vacation of public right-of-way or easements within the district.
4. Construction or reconstruction of public improvements.
5. Any other act pursuant to the authority granted by Chapter 403, State Code of Iowa.

### TIME TABLE FOR IMPLEMENTATION OF URBAN RENEWAL PLAN

At least one developer in District One has based his plans for property within the district upon the tax increment financing. No such financing can be arranged until the city develops a plan and a project within the boundaries established by the plan. Accordingly, it is the belief of the city that this plan should be enacted with all deliberate speed. Further, that projects based upon the guidelines established in the plan be developed and implemented.

However, the need for municipal action in all three districts established is important and should be implemented as suitable projects arise. As a practical matter, it is anticipated that the city will see first redevelopment activity in District One, action in District Two as Federal Community Development Block Grants become available, and ongoing activity in District Three.

### RELOCATION PLAN

The City of Bettendorf, if a recipient of federal funds, to aid in economic development projects which cause persons or businesses to be relocated from existing structures within the Urban Renewal areas that are subject to the release of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, will follow the same.

Specifically, the Plan for this District calls for:

1. Development of the District consistent with sound planning principles and the City's Comprehensive Land Use Plan.
2. Increased employment within the District.
3. Harmonious growth consistent with the needs of the City as a whole.
4. Provision for the modification or installation of public improvements necessary to support proposed renewal projects.
5. Stabilize property values by the reduction/elimination of blight and decay within the District.
6. Encourage the use of good architectural and landscape design in the project area.
7. Aid in redevelopment of site to promote quality projects, as necessary.

#### POWERS TO ACHIEVE OBJECTIVES

The City may exercise any or all of the following in its attempt to meet the objectives above:

1. Use of federal, state or city funds, either in combination or singly, to create incentives for locations, remodeling, or expansion of enterprises within the district.
2. Acquisition of land, including payment of relocation costs.
3. Demolition and site clearance.
4. Rehabilitation, development, or redevelopment of existing sites within the district.
5. Disposition of property, including public right-of-way and easements.
6. Construction or reconstruction of public improvements.
7. Any other act pursuant to authority granted by Chapter 403, State Code of Iowa.

All actions taken by the City or any developer pursuant this Plan shall be subject to the Building and Zoning Codes of the City, as well as the Comprehensive Land Use Plan.

## DISTRICT 2-Central City Residential Rehabilitation

Attached hereto and labeled District Two (and broken down further into 2A and 2B) is the legal description for District Two.

### STATEMENT OF DEVELOPMENT OBJECTIVES

The majority of property within District Two is single family residential homes. Most of the houses within the District are smaller, older homes, owned by low income or retired residents of the city. Many homes are showing signs of neglect or decay. It is the intention of the city to secure federal or state monies, and provide a city match of funds when needed, to begin a program of rehabilitation of those homes, stabilizing property values within the city, and increase the number of persons moving into the city by assisting in providing sound housing at affordable prices. Specifically, the plan calls for:

1. Continuing and vigilant enforcement within the District of applicable laws, codes, ordinances and regulations of the City of Bettendorf and the State of Iowa.
2. Application for Community Development Block Grants from the federal and state governments targeting those residences and residents most in need.
3. In conjunction with the above, designing standards to rate applications for such funds as may become available.
4. To establish whatever conditions are appropriate for repayment in the event of non-use or mis-use of granted funds.
5. Upon completion of rehabilitation, each activity must be safe and sound in all physical respects and be refurbished and altered so as to bring the property to a desirable market condition, although the precise rehabilitation specifications will be determined in each instance to meet these goals.

### POWERS TO ACHIEVE OBJECTIVE

1. Construction or reconstruction of public improvements.
2. Acquisition, demolition and related site clearance, and disposition of development property (although it is not anticipated presently that rehabilitation of residential property will require city acquisition).
3. Rehabilitation and conservation of existing housing stock.
4. Vacation and dedication of public rights-of-way and easements.
5. The use of any or all other powers granted by Chapter 403, State Code of Iowa to redevelop, develop, and provide for improved economic conditions and health and welfare of the residents within the district and the City of Bettendorf.

All actions taken by the City or any developer pursuant this Plan shall be subject to the Building and Zoning Codes of the City as well as the Comprehensive Land Use Plan.

### DISTRICT 3-Utica Ridge Development Plan

Attached hereto and labeled District Three is the legal description for District Three.

### STATEMENT OF DEVELOPMENT OBJECTIVES

This area is composed of office buildings, high technology, light industry, and undeveloped ground. It is the intention of the city to foster interest in the district by promoting new business development and expansion of current businesses.

Action by the city within the district will strengthen the overall economy of the city, reduce conditions of unemployment, and stimulate development within the city.

Specifically, this plan for the district calls for:

1. Development of the district consistent with sound planning principles and the City's Comprehensive Land Use Plan.
2. Increased employment within the district.
3. Harmonious growth consistent with the needs of the city as a whole.
4. Provide for the modification or installation of public improvements necessary to support proposed projects.
5. Encourage the use of good architectural and landscape design in the project area.

All action taken by the city or and developer pursuant this Plan shall be subject to the Building or Zoning Codes of the city, as well as the Comprehensive Land Use Plan.

AN ORDINANCE REVISING THE  
TAX INCREMENT FINANCING DISTRICT  
LEGAL DESCRIPTION ESTABLISHED BY ORDINANCE 36-90

Be it enacted by the City Council of the City of Bettendorf, Iowa:

Section One. That Exhibit I of Ordinance 36-90, as amended, entitled "AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE BETTENDORF URBAN RENEWAL PROJECT AREA, IN THE CITY OF BETTENDORF, COUNTY OF SCOTT, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF BETTENDORF, COUNTY OF SCOTT, BETTENDORF COMMUNITY SCHOOL DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID URBAN RENEWAL DEVELOPMENT PROJECT" is hereby deleted and the following substituted therefor:

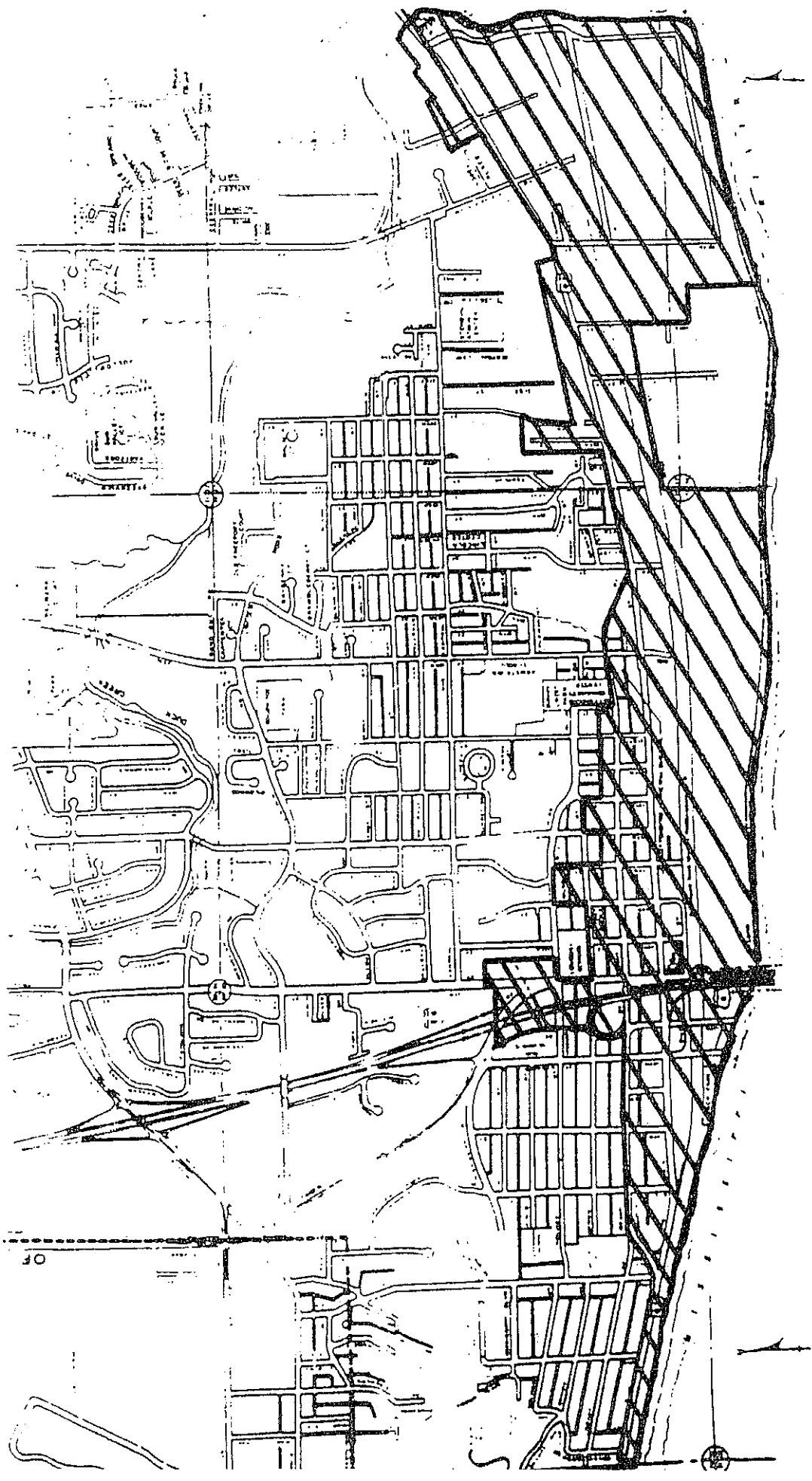
DISTRICT ONE

Commencing at the intersection of the west corporate limits of the City of Bettendorf, Scott County, Iowa and the north R.O.W. of River Drive, which is the point of beginning for the tract herein described; thence easterly along the north R.O.W. of said River Drive to its intersection with the north R.O.W. of Grant Street; thence northeasterly along a curve and easterly along the north R.O.W. of Grant Street to its intersection with the west R.O.W. of 13th Street; thence northerly along the west R.O.W. of 13th Street to its intersection with the centerline of Kimberly Road; thence easterly along the centerline of Kimberly Road to the west R.O.W. of 14th Street; thence north to a point 274.66 feet south of the southerly R.O.W. of Central Avenue; thence east to the east R.O.W. of 14th Street and continuing east 191.78 feet; thence south 95 feet; thence east to the easterly property line of the property described in a deed recorded at the Recorder's Office, Scott County Courthouse as record number 7987-84; thence south along said property line 312.86 feet; thence west 24.1 feet; thence south 222 feet; thence east 9 feet, more or less; thence south to the south R.O.W. of Mississippi Boulevard; thence west to the east R.O.W. of 14th Street; thence south to the north R.O.W. of Brown Street; thence east to the west R.O.W. of 16th Street; thence north to the south R.O.W. of Mississippi Boulevard; thence east to the east R.O.W. of 17th Street; thence south to the south R.O.W. of Brown Street; thence south to the south line of lot 6 of block 4 of Bettendorf Improvement Company; thence east to the east R.O.W. of 18th Street; thence south to the north R.O.W. of Grant Street; thence east to the west R.O.W. of 19th Street; thence north to the north line of lot 16 of block 6 of Bettendorf Improvement Company; thence east to the east R.O.W. of 21st Street; thence south to the north R.O.W. of Grant Street; thence easterly along the north R.O.W. of Grant Street to its intersection with the north R.O.W. of State Street; thence northeasterly along the north R.O.W. of State Street to the west line of Duggleby's



Subdivision; thence north along said west line to a point 401 feet more or less south of the southwest corner of Outlot A, Adams Acres subdivision; thence east 195.53 feet; thence north to the southwest corner of Lot 22, Duggleby's Subdivision; thence east 227.36 feet to a point in the centerline of 30th Street, thence southwesterly along said centerline to the northeast corner of Lot 1, Arias Subdivision; thence south along the east line of said subdivision 419.02 feet to the south line of said subdivision; thence southwest along said south line to the west line of Lot 12 of Duggleby's Subdivision 49.32 feet; thence south along said west line 60 feet to the south line of said lot; thence northeast 334.57 feet along the south line of lot 12 and 11 of said subdivision to the east line of said subdivision; thence south to the northwest corner of Lot #2, Mohr's 3rd Subdivision; thence northeasterly along the north line of said lot #2; thence northerly 50 feet; thence northeasterly 271.5 feet; thence northerly 16.09 feet; thence southeast along the northerly lot line of Lot 1 of McDonnells First Addition a distance of 100.46 feet; thence northeasterly along the northerly line of said lot 348.40 feet more or less to the east line of said lot; thence south along said east line to the north right-of-way of State Street; thence northeasterly along the north right-of-way of State Street to the westerly line of Lot 1, Van Pelts Addition; thence north along said lot line to the northwest corner of said Lot 1; thence east along the northerly property line of said lot to the easterly property line of said lot; thence south along the easterly line of said lot 182.32 feet to the north R.O.W of State Street; thence northeasterly along the north R.O.W of State Street to the southwest corner of Creek Hill Addition; thence north to the northwest corner of lot #3, Creek Hill Addition; thence north 68 degrees 20 feet east 453.93 feet to the northeast corner of Lot #18, Creek Hill Addition; thence south 21 degrees east 10 feet more or less; thence north 51 degrees 3 minutes east 296.55 feet; thence south 21 degrees 19 minutes east to a point 200 feet from the north line of state street; thence northeasterly 280 feet more or less; thence southeasterly 200 feet to the northerly right of way of State Street; thence northeasterly along said R.O.W. to the southwest corner of Creek Hill East Addition; thence north along the westerly line of said addition to the north line of said addition; thence along the north line of said addition to the centerline of Duck Creek; thence southerly along the centerline of Duck Creek to the north meanders of the Mississippi River; thence westerly along the meanders of the Mississippi River to the east line of the Southwest Quarter of Section 29-78-4; thence north along said line to the southerly line of the D.R.I. & N.W. R.Y. R.O.W.; thence westerly along said line to the west corporate limit of the City of Bettendorf; thence north to the P.O.B.; except that portion described as follows:

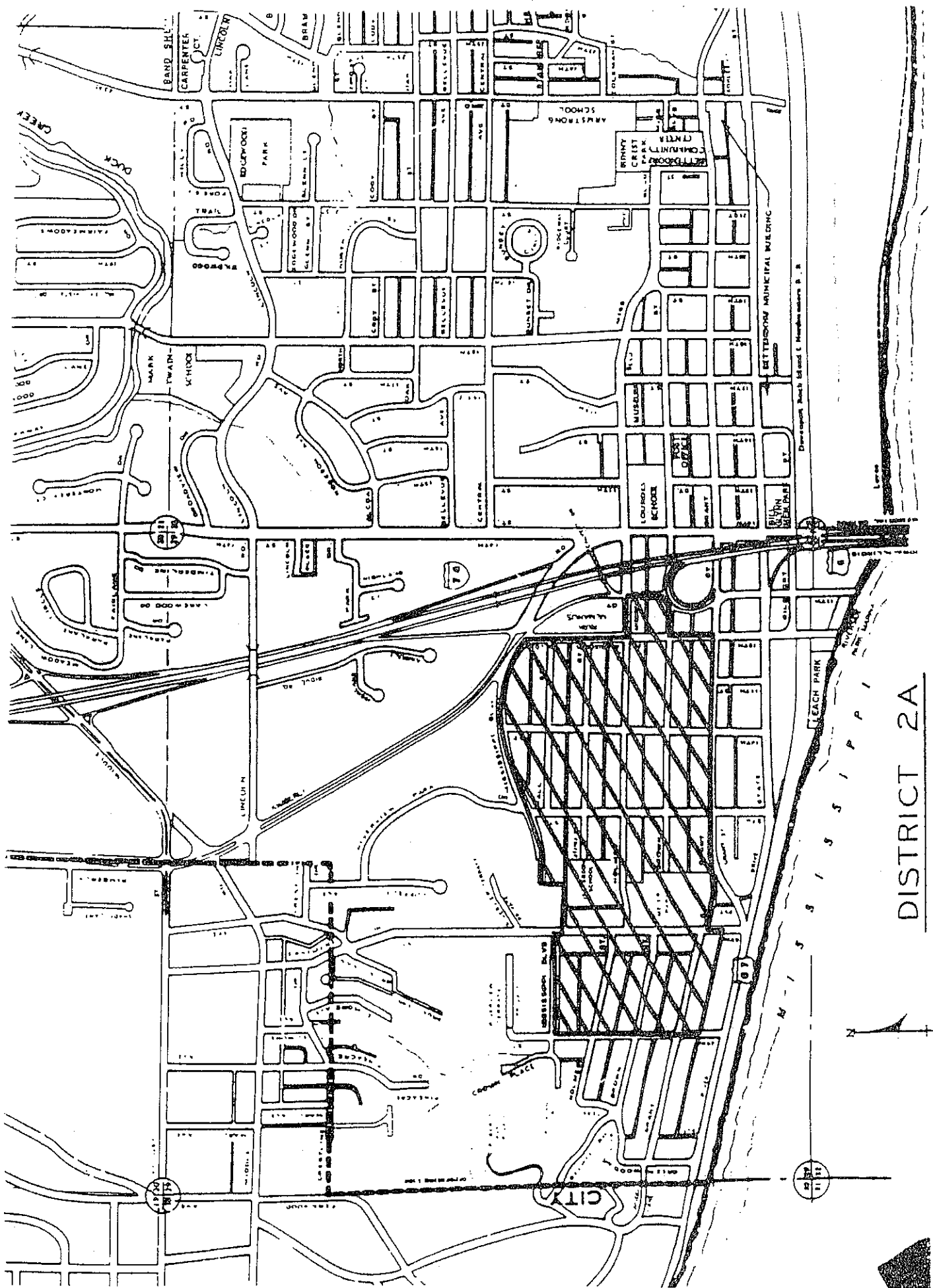
Commencing at the intersection of the south R.O.W of DRI & NW RY and the west R.O.W. of 33rd Street; thence south along the westerly ROW of 33rd street 50.84' to the point of beginning; thence, south 698.46 feet; thence east 250 feet; thence south to the meanders of the Mississippi River; thence westerly along the meanders of the Mississippi River to a point approximately 50 feet east of the west line of Section 34-78-4; thence north to a point 50.54' south of the DRI&NW RY, being the south R.O.W. of Depot Street; thence northeasterly along the south R.O.W. of Depot Street and parallel to the DRI&NW RY to the P.O.B.



DISTRICT 1

## DISTRICT 2A

Commencing at the point of beginning, which is the intersection of the west R.O.W. of 4th Street and the centerline of Mississippi Boulevard; thence east along said centerline to the west R.O.W. of 6th Street; thence south 78'; thence east 334' along the north alley R.O.W. north of Jefferson School; thence north to the centerline of Mississippi Boulevard; thence northeasterly along the centerline of Mississippi Boulevard to the centerline of 12th Street; thence south along the centerline of 12th Street to the south R.O.W. of Holmes Street; thence east along said R.O.W. to the west R.O.W. of 13th Street; thence south to the south R.O.W. of Brown Street; thence west to the west R.O.W. of 12th Street; thence south to the north R.O.W. of Grant Street; thence west along the north R.O.W. of Grant Street and the extension south of Meier Park to the west R.O.W. of 6th Street; thence south to the centerline of the alley between Grant Street and River Drive; thence northwesterly along the alley centerline to the west R.O.W. of 4th Street; thence north to the P.O.B.



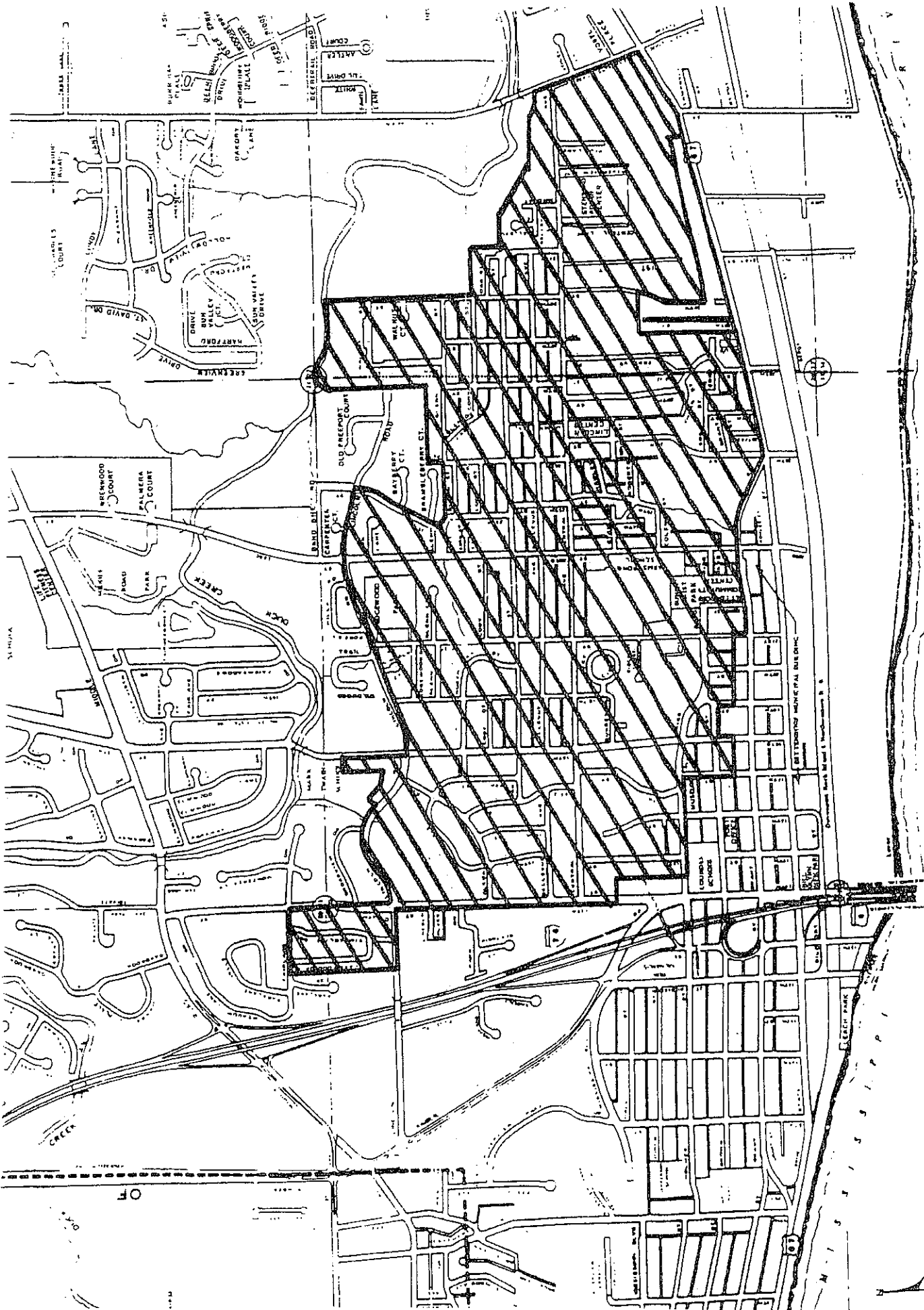
DISTRICT 2A

## DISTRICT 2B

Commencing at a point on the west R.O.W. of 14th Street, which is 300' south of the centerline of Central Avenue and is the P.O.B.; thence west 239.15'; thence south 100'; thence east 14'; thence south 312.8'; thence west 24.1'; thence south 222'; thence east 9'; thence south to the south R.O.W. of Mississippi Boulevard; thence west to the east R.O.W. of 14th Street; thence south to the north R.O.W. of Brown Street; thence east to the west R.O.W. of 16th Street; thence north to the south R.O.W. of Mississippi Boulevard; thence east to the east R.O.W. of 17th Street; thence south to the south R.O.W. of Brown Street; thence south 150'; thence east 712.8' to the east R.O.W. of 19th Street; thence 5.25'; thence east to the east R.O.W. of 21st Street; thence south to the north R.O.W. of Grant Street; thence easterly along the north R.O.W. of Grant Street to its intersection with the north R.O.W. of State Street; thence northeasterly along the north R.O.W. of State Street to a point 150.06' west of the west R.O.W. of 29th Street; thence north 891'; thence east to the east R.O.W. of 29th Street; thence south 25'; thence east 207.36'; thence southwest 122.47'; thence east 20'; thence south 419.02'; thence southwest 49.32'; thence south 60'; northeast 334.57'; thence south to the northwest corner of lot#2, Mohr's 3rd Subdivision; thence northeast along the north line of said lot #2; thence north 50'; thence northeast 271.52'; thence north 16.09'; thence southeast 100.46'; thence northeast 528.42'; thence north 84.72'; thence east 206.48'; thence south 182.32' to the north R.O.W. of State Street; thence northeasterly along the north R.O.W. of State Street to the west R.O.W. of Devils Glen Road; thence north northwesterly along the said west R.O.W. to a point 199.5' north of the north R.O.W. of Central Avenue; thence north 86° 06' west, 252.5'; thence north 42° 10' west, 109.00'; thence south 89° 15' west 386.2'; thence north 62° 55' east 668'; thence north 89° 29' east 200'; thence south 10'; thence east 130'; thence north 275'; thence east along the north line of Siegle's 2nd Addition to the east R.O.W. of 30th Street; thence north along said east R.O.W. to the centerline of Duck Creek; thence westerly along the centerline of Duck Creek to the northwest corner of Section 27-78-4; thence west 99'; thence south to a point 264' north of the north R.O.W. of Glenn Street; thence west 755.50' to the east line of Brambleberry 1st Addition; thence south to the south line of said addition; thence west along the south line of Brambleberry 1st Addition to the east R.O.W. of 25th Street; thence northeasterly along the east R.O.W. of 25th Street to the south R.O.W. of Lincoln Road; thence westerly along said south R.O.W. to the west R.O.W. of 18th Street; thence north along said west R.O.W. approximately 573'; thence west 125'; thence south 395'; thence north 75° 33' 52" wide 111.63'; thence north 46° 34' west 200'; thence south 43° 20' 10" wide 149.39' to the north R.O.W. of Lincoln Road; thence southeasterly along said north R.O.W. to the centerline of 14th Street; thence north along said centerline to the centerline of Fairlane Drive; thence west along said centerline to a point 25' north of the northwest corner of lot #5, Harvey's 4th Timberline Addition;

DISTRICT 2B

thence south along the west line of Harvey's 4th, 2nd and 1st  
Timberline Additions to the south R.O.W. of Lincoln Road; thence  
east along said south R.O.W. to the west R.O.W. of 14th Street;  
thence south along said west R.O.W. of 14th Street to P.O.B.



DISTRICT 2B

### DISTRICT 3

Commencing at the point of beginning which is the intersection of the west R.O.W. of Utica Ridge Road and the corporate limit of the city of Bettendorf, Scott County, Iowa; thence southerly along said west R.O.W. of Utica Ridge Road to its intersection with the centerline of Spruce Hills Drive; the westerly along the centerline of Spruce Hills Drive to the west corporate limits of the city of Bettendorf; thence following the corporate limit line north and east to the P.O.B.



**BOARD OF SUPERVISORS**

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JIM HANCOCK, Chair  
CAROL EARNHARDT, Vice-Chair  
DIANE HOLST  
BRINSON L. KINZER  
TOM SUNDERBRUCH

## Draft Draft Draft

July 26, 2016

Mayor Robert Gallagher, Jr.  
Bettendorf City Council Members  
Bettendorf City Hall  
1609 State Street  
Bettendorf, IA 52722

RE: **City of Bettendorf's proposed Tax Increment Financing (TIF) for CDCQC, LLC on Lots 1 of Jumer's Castle Lodge Addition, Lot 2 Summit Hills Commercial Park 5<sup>th</sup> Addition and other adjacent property located at Spruce Hills Drive, Utica Ridge Road and I-74.**

Dear Mayor Gallagher and Council Members:

Thank you for the opportunity to comment on the proposed creation of the tax increment financing (TIF) plan for the redevelopment of the Lodge Hotel site. The Scott County Board of Supervisors has reviewed the information provided to our TIF Review Committee by Jeff Reiter, Bettendorf Director of Economic Development. The Board supports the use of TIF as tool to offset the extraordinary development costs associated with the demolition of the hotel structure and the redevelopment of this blighted area. The Board has also supported the use of TIF as an economic development incentive for the creation of quality, primary jobs that are deemed to add real value to the Quad Cities economy and provide new employment opportunities. The Board has not supported the use of TIF as an economic development incentive for retail or service sector businesses that compete with other existing businesses for the same Quad Cities Area markets.

The Board understands that the TIF payments will be made to the developer only for taxable valuation developed within the first five (5) years and only for appropriate projects that meet with the approval of the Bettendorf City Council and that the payments will be for a term limited to ten (10) years. As presented, the Board of Supervisors believes this proposed use of TIF is appropriate in so far as it is to rebate to the developer the extraordinary demolition costs involved with redeveloping this site.

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

Sincerely,

Jim Hancock, Chairman  
Scott County Board of Supervisors

cc: Scott County Board of Supervisors  
Mahesh Sharma, Scott County Administrator  
Decker Ploehn, Bettendorf City Administrator