

**PLANNING & DEVELOPMENT**

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Timothy Huey  
Director

To: Mahesh Sharma, County Administrator

From: Scott County TIF Review Committee

Date: April 25, 2017

**Re: City of Bettendorf's proposed Development Agreement for the Tax Increment Financing Plan for the regional sports facility, AKA Bettplex, at Middle Road and I-80.**

The City of Bettendorf has notified Scott County of an Opportunity to Consult on the approval of a Tax Increment Financing Plan for the proposed regional sports complex and adjacent commercial development. The Urban Renewal Area was recently re-created in the four quadrants of the I-80 interchange at Middle Road. The proposed plan is for the use of Tax Increment Financing for indoor/outdoor sports complex and adjacent hotel and retail development.

The project involves the development of a \$45M Indoor/Outdoor Regional Sports Complex on 79 acres and another \$12M in hotel and commercial development on the adjacent 33 acres. The City of Bettendorf would also extend \$5.5M in public infrastructure to support this development and perhaps facilitate development in the other three quadrants of this interchange. Additionally the City would offer \$1.9M Economic Development Grant to the developer at the onset of the project. Both the City infrastructure costs and the ED Grant would be at the City's expense and not supported by TIF revenue.

The proposed TIF Plan would both fund a \$4.9 Capital Loan that would be made to the developer upfront and after that debt was retired with TIF revenue, the additional TIF revenue over the twenty (20) year lifetime of the TIF District would be rebated to the developer. The development agreement also requires a minimum assessed value of commercial development on the adjacent 33 acres of \$4M as of 2019, \$8M as of 2020, and \$12M as of 2021. The TIF revenue from the commercial development would also help retire the loan debt and then the remaining TIF revenue generated would also be rebated to the developer. Over the 20 year lifetime of the TIF District both areas could be expected to generate total TIF revenue of between \$20-\$30M.

The Opportunity to Consult meeting was held on Friday April 21, 2017. The Public Hearing on this project is scheduled for Tuesday, May 2<sup>nd</sup> by the Bettendorf City Council. Following discussion on this TIF at the Board's Committee of the Whole, staff will prepare a response letter for the Board's consideration at its regular meeting on May 18th.

The information received from the City of Bettendorf is included with this memo.



79 Acre Indoor/Outdoor Sports Complex  
and Family Entertainment Center – (\$45 million)  
33 Acre Commercial Development – (\$12 million)

**Total Investment of \$57 million**



# History

A sports complex has been on City Council's agenda for several years. Both staff and City Council have been looking for a private investor during that time. In late 2016, Doug Kratz approached City officials with an idea for a sports complex. Doug's foresight matched the City's vision and conversations began.



# Two Project Phases

## ▶ BettPlex Site

- Indoor/outdoor sport facilities & family entertainment center
- Operational by August 1, 2018

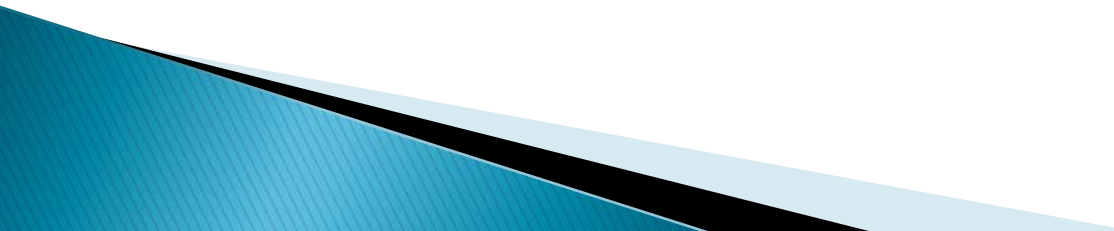
## ▶ Commercial Site

- Commercial strip center, convenience store & hotel
- Hotel construction commences by January 1, 2021

# City Commitments to the Project

- ▶ \$4.9 million TIF supported Economic Development Grant financed by Capital Loan Notes
- ▶ \$3,870,000 infrastructure improvements, which include adding sanitary sewer and stormwater improvements, entry roads, improvements to Middle/Forest Grove and asphalt access walkways
- ▶ \$1.9 million Economic Development Grants – paid in two installments
- ▶ \$600,000 for 10 acre land purchase

# Developer Commitments to the Project

- ▶ Minimum Assessment Agreements on both project areas
  - ▶ \$5.00 per night hotel room fee
  - ▶ If hotel permit has not been pulled by January 1, 2021, \$1.9 million grant will be repaid to City over ten years
  - ▶ Personal guarantee on first three years of Capital Loan Note payments
- 

# TIF Terms

## ▶ BettPlex Site

- 20 year 100% TIF will be used to pay back \$4.9 million economic development grant
- From January 1, 2019 through January 1, 2039
- Minimum assessment of \$22 million (may change)

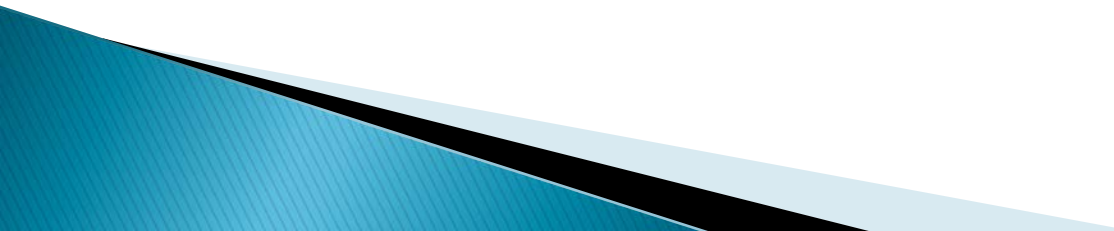
## ▶ Commercial Project

- 20 year 100% TIF rebate to developer
- From January 1, 2019 through January 1, 2039
- Minimum assessment of \$4 million in 2019, \$8 million in 2020, \$12 million in 2021 and beyond

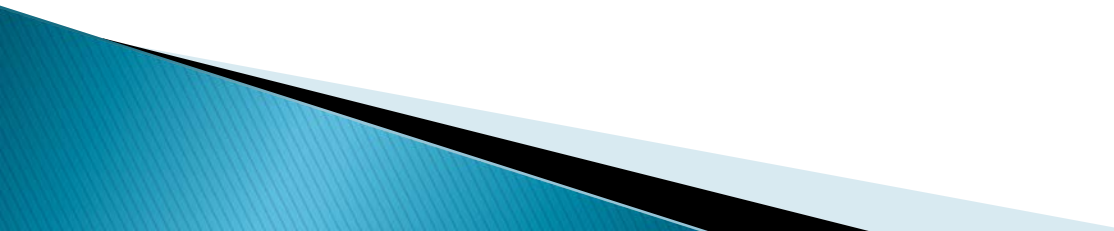


# City Benefits Over 20 Years

- ▶ \$5 debt levy – on \$30 million estimated value = Over 20 years City receives \$2.7 million.
- ▶ \$5 Room Fee for 100 hotel rooms with average of 60% occupancy = Over 20 years City receives approximately \$2.2 million.
- ▶ Increased Sales Tax estimated on 100 hotel room only = City receives \$600,000 over 20 years.
- ▶ Increased Hotel/Motel Tax on 100 hotel rooms, \$90/room @ 60% occupancy = City receives approximately \$2.8 million over 20 years.
- ▶ \$12 million commercial commitment from retail, restaurants, hotels and entertainment, generates \$1,080,000 from \$5 debt levy over 20 years.

- ▶ The BettPlex will be the anchor development spurring additional growth around the I-80/Middle Road Corridor.
  - ▶ As the City considered extending significant incentives to the project, we took steps to be assured our costs would be recovered through the development agreement. Without considering additional future growth, The BettPlex project as detailed in the development agreement provides a net benefit to the City of \$2.95 million over the term of the financing.
  - ▶ The development agreement provides the developer **significant incentives** in exchange for his acceptance of **significant risk** associated with being the first, anchor project at the site.
- 

# Bond Issuances

- ▶ Not to exceed \$3,250,000 GO Urban Renewal Bonds
  - ▶ Not to exceed \$2,250,000 Taxable Urban Renewal Tax Increment Revenue Annual Appropriation Bonds
  - ▶ Not to exceed \$4,900,000 Taxable Urban Renewal Tax Increment Revenue Annual Appropriation Capital Loan Notes
- 

**QUESTIONS???**



## **DEVELOPMENT AGREEMENT**

This Development Agreement (“Agreement”) is entered into as of May \_\_\_\_, 2017 among the CITY OF BETTENDORF, IOWA, an Iowa Municipal Corporation (“City”); THE BETTPLEX, LLC, a Minnesota limited liability company (“BettPlex”); and MIDDLE & 80, LLC, an Iowa limited liability company (“Middle & 80”) (BettPlex and Middle & 80 are collectively the “Developers”).

### **RECITALS**

**WHEREAS**, BettPlex owns certain property more specifically described on Exhibit “A” attached hereto (the “Property”), which is located within the I-80 Urban Renewal Area. BettPlex intends to construct an indoor/outdoor sports complex and family entertainment center on approximately 79 acres (the “BettPlex Project”), and Middle & 80 intends to develop an adjacent commercial development to be developed by Middle & 80 (the “Middle & 80 Project” and collectively with the BettPlex Project the “Projects”); and

**WHEREAS**, the Projects will provide jobs, serve as a quality of life amenity and will assist with job attraction and retention for the Quad Cities region; and

**WHEREAS**, the obligations to develop the Property as provided herein furthers the objectives of the Urban Renewal Plan to provide recreational, tourism, cultural, and educational opportunities and to achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities and strengthening the tax base within the Urban Renewal Project Area, and to preserve and create an environment which will protect the health, safety and general welfare of City residents; and

**WHEREAS**, the economic development incentives for the development of the improvements are provided by the City to Developers pursuant to the Urban Renewal Law and Chapter 15A of the Code of Iowa, and Developers’ obligations under this Agreement to construct the improvements will generate the following public gains and benefits: (i) it will advance the improvement and development of the Project Area in accordance with the Urban Renewal Plan; (ii) it will encourage further private investment in the surrounding area; and, (iii) it will further the City’s efforts to retain and create job opportunities within the Project Area which might otherwise be lost; and

**WHEREAS**, City believes that the development of the property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of City and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of the applicable state and local laws and requirements under which the project has been undertaken, and warrants the provision of the economic assistance set forth in this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

## **I. BettPlex Obligations.**

### **A. Sports Complex and Family Entertainment Center:**

1. BettPlex agrees to construct the BettPlex Project at a cost of approximately \$45,000,000 on approximately 79 acres as shown on the preliminary site plan attached hereto as Exhibit "B" (the "Site Plan"). The BettPlex Project will include a six-acre indoor facility consisting of a full-size synthetic turf soccer field, hardwood basketball/volleyball courts, sand volleyball courts, batting cages, family entertainment center, personal training, physical therapy, food, beverage and retail space. The outdoor complex will include synthetic turf soccer and baseball/softballs fields with lighting for nighttime activities, walking paths and parking. Construction of the project shall commence on or about June 1, 2017. The BettPlex Project shall be completed and operational by August 1, 2018.

### **B. Commercial Development Sites:**

1. Middle & 80 or its affiliate(s) and/or assignee(s) shall develop and construct the Middle & 80 Project immediately to the east of the BettPlex Project to support the BettPlex Project. The Middle & 80 Project shall be located on approximately 33 acres of commercial land as shown on the Site Plan. Middle & 80 will commence the first phase of commercial construction on or before July 1, 2018. The first phase of construction is anticipated to include a commercial strip center, convenience store, and hotel.

2. In exchange for the incentives being provided by the City, Middle & 80 agrees to impose a \$5.00 per room per night fee to be charged on each sold hotel room to be assessed in the same manner as the existing hotel/motel tax. Proceeds from this fee shall be paid to the City on a quarterly basis. The City agrees that this \$5.00 charge shall also be required of any additional hotel properties that are developed within the I-80 Urban Renewal Area that receive incentives from the City.

3. Additional commercial projects are anticipated within the overall Middle & 80 Project area. These improvements shall be included in the tax increment available for rebate to Middle & 80.

## **II. City Obligations.**

### **A. Infrastructure Improvements:**

1. City agrees to construct certain Infrastructure Improvements to support the BettPlex Project. The City's contribution towards the Infrastructure Improvements shall not exceed \$3,870,000 overall, with expenses being initially estimated as follows:

a. Entry roads to sports complex (grading, gravel base, concrete curb & gutter, asphalt paving & lighting): the City shall provide the engineering, let the project and manage the

construction of the four entry roads from Middle Road and Forest Grove Road into the complex facility. The cost of this work is estimated to be \$500,000.

b. Asphalt access walk: the City shall provide the engineering, let the project and manage the construction of an asphalt access walk anticipated to connect multiple areas of the complex. The cost of this work is estimated to be \$310,000.

c. Middle Road and Forest Grove Drive improvements (widening, turn lanes, potential traffic signals): the City shall provide the engineering, let the project and manage the construction of the roadway improvements that are determined to be necessary to accommodate the projected traffic for the site. The cost of this work is estimated to be \$1,150,000.

d. Off-site sanitary sewer main and manholes: the City shall provide the engineering, let the project and manage the construction of the off-site sanitary sewer improvements that are necessary to provide sanitary sewer to the site. The cost of this work is estimated to be \$700,000.

e. On-site sanitary sewer gravity main, manholes and laterals: the City shall provide the engineering, let the project and manage the construction of the on-site sanitary sewer improvements needed to support the sports complex facility. The cost of this work is estimated to be \$210,000.

f. On-site storm sewer improvements: the City shall provide the engineering of the on-site storm sewer improvements needed to support the sports complex facility. The cost of this work is estimated to be \$1,000,000.

2. In the event the individual components of the Infrastructure Improvements, identified above, result in total expenses greater than or less than the estimated amounts, such estimates and work to be performed may be adjusted within the overall cap of \$3,870,000. City and Developers agree that the Developers may work out an acceptable scope of work and have input on materials and construction methods with the assistance of the Project's engineer to bring the overall Infrastructure Improvements within the allotted budget and to allow for the maximum scope of work to be completed with the allotted budget. The improvements shall be constructed during the 2017 construction season, with an anticipated project completion date of December 31, 2017. Construction timelines are estimated and weather dependent.

**B. \$4,900,000 TIF-Supported Economic Development Grant:**

1. City agrees to make an economic development grant to BettPlex in support of the BettPlex Project in the amount of \$4,900,000 (the "TIF Supported Grant"). This TIF Supported Grant shall be made after BettPlex has closed on the Property and has received building permits for the BettPlex Project.

2. This grant shall be in the form of Taxable Urban Renewal Tax Increment Revenue Annual Appropriation Capital Loan Notes ("Notes") of sufficient amount to meet the applicable obligations contained herein. Interest for said Notes shall be as established at competitive bid or

pursuant to a loan agreement and private negotiated sale. Interest and principal shall be paid from the incremental property tax generated solely by the BettPlex Project.

3. BettPlex agrees that a minimum assessment agreement on the BettPlex Project 79-acre site shall be in effect for the life of such Notes which produces sufficient increment to cover the principal and interest payments on said Notes. Should the interest on the Notes be adjusted periodically, the minimum assessment agreement shall likewise be adjusted to cover the revised payments on the Notes. BettPlex shall make a payment in lieu of taxes or adjust the minimal assessment, or both if there is a shortfall of the incremental property taxes.

C. Land Purchase:

1. The City agrees to purchase a ten-acre parcel from Developer as shown on the Site Plan. The land shall be purchased at a per acre price of \$60,000 for a total acquisition cost of \$600,000. The land purchase shall occur on or before June 30, 2017. Developer shall be responsible for the prorated property taxes for the property up to and including the date of sale as is standard in Scott County. Developer shall provide City with a Warranty Deed and abstract of title for the property.

2. At Closing, the City shall provide the Developer with a right of first refusal to repurchase the 10-acre parcel sold to the City hereunder, if the City desires to sell all or a portion of the property to a third party. This right of first refusal shall expire on December 31, 2020. In addition, the City shall provide the Developer with an option to repurchase all of the 10-acre parcel sold to the City hereunder upon the same terms and conditions as the sale to the City. The option to repurchase shall expire on December 31, 2027. Alternatively, the right of first refusal and option to repurchase shall expire at such time as the City proceeds with plans to develop the property for its own use.

3. At Closing, the City and BettPlex shall enter into a cross-parking agreement providing for cross-parking easements. The cross-parking agreement would terminate in the event the City sells its property to a third party or proceeds with plans to develop the property for its own use. Any easement grants made by the City shall be subject to public notice and hearing as required by Iowa Code Section 364.7.

D. \$1,900,000 Economic Development Grant:

1. City agrees to make an economic development grant to BettPlex in support of the BettPlex Project in the amount of \$1,900,000. This grant shall be made in two installments. First, \$500,000 shall be paid to Developer or Developer's escrow agent on or before July 31, 2017, to facilitate the acquisition of a portion of the property for the Project. Second, \$1,400,000 shall be paid to Developer or Developer's escrow agent at the time the building permit is issued for the BettPlex Project. Developer may delay acceptance of all or any part of the \$1,400,000 economic development grant until after January 1, 2018. This \$1,900,000 grant shall be subject to the repayment penalty outlined in paragraph III.B.4. below.



### **III. Economic Development Payments.**

#### **A. The BettPlex Project:**

1. The parties agree that the tax incremental revenues (“TIF Revenue”) generated by the BettPlex Project shall be applied first to pay the principal and interest on any Capital Loan Notes described in Section II.B., above.

2. For the purposes of this Agreement, the TIF Revenue derived from the BettPlex Project shall mean only the taxes available for division by the City under the Urban Renewal Law in excess of the base year assessment. The base year assessment shall be established on January 1, 2018.

3. The TIF Revenue payments shall be made on December 1<sup>st</sup> and June 1<sup>st</sup> of each fiscal year, commencing with the fiscal year of tax payments arising from the January 1, 2019, tax assessment and continuing for a period of twenty (20) years of taxes (through the 2039 assessment year).

4. BettPlex agrees to execute an agreement for the BettPlex Project which sets a minimum assessment value in an amount to support the payment of the Capital Loan Notes and adjusted from time to time to provide sufficient TIF Revenue to repay such Notes (the “BettPlex Minimum Assessment Agreement”). The BettPlex Minimum Assessment Agreement shall be in full force and effect for the duration of the TIF payments and/or Rebates on the BettPlex Project and shall run with the land.

5. City agrees that after payment of the Capital Loan Notes referred to in Section II.B, above, all TIF Revenues from the BettPlex Project shall be paid to BettPlex as a TIF Rebate for the applicable 20-year period as provided herein (through the 2039 assessment year).

6. BettPlex’s owner shall agree to provide a personal guarantee for the interest payments due on the Capital Loan Notes for the first three (3) years after their issuance, until the TIF revenue payments commence, payable on the first interest payment date after the issuance of the Notes and continuing for three (3) years, after which the personal guarantee shall terminate.

#### **B. Commercial Development Sites:**

1. The City agrees to make tax increment rebate payments (“TIF Rebates”) to Middle & 80 or its escrow agent in support of the Middle & 80 Project as shown on the Site Plan. The TIF Rebates shall be paid only from the tax incremental revenues derived from the Middle & 80 Project for the term of this Agreement, pursuant to Chapters 15A and 403 of the Code of Iowa.

2. For the purposes of this Agreement, the TIF revenue derived from the Middle & 80 Project shall mean only the taxes available for division by the City under the Urban Renewal Law in excess of the base year assessment. The base year assessment shall be established as the total assessment as it exists on January 1, 2018.

3. The TIF Rebates shall be made on December 1<sup>st</sup> and June 1<sup>st</sup> of each fiscal year, commencing with the fiscal year of tax payments arising from the January 1, 2019 tax assessment and continuing for a period of twenty (20) years of taxes (through the 2039 assessment year).

4. In the event that no building permit has been issued for the construction of an 80 to 100-room hotel on or before January 1, 2021, the Developer agrees to repay the \$1,900,000 Economic Development Grant back to the City. The grant shall be repaid over a period of 10 years, with ten equal payments being made annually on July 1 of each year. The first \$190,000 payment shall be made on July 1, 2021.

5. The TIF Rebate payments under this section are subject to the timely payment of property taxes.

6. Middle & 80 agrees to execute an agreement for the Middle & 80 Project which sets the minimum assessed value at an amount of \$4,000,000 effective as of January 1, 2019; \$8,000,000 as of January 1, 2020; and \$12,000,000 as of January 1, 2021 (the “ Middle & 80 Minimum Assessment Agreement”). The Middle & 80 Minimum Assessment Agreement shall be in full force and effect for the duration of the TIF Rebates on the Middle & 80 Project and shall run with the land.

#### **IV. Term of Agreement.**

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

#### **V. Right of Non-Appropriation.**

Notwithstanding anything in this Agreement to the contrary, the obligation of the City to pay any installment of the TIF Revenue or TIF Rebate payments from the pledged tax increment revenues described in Section III 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 Revenue or TIF Rebate payments 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 to Developer in the next fiscal year under this Agreement.

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 Revenue or TIF Rebate payments described in Section III hereto for the payment in full of the installments on the tax increment revenues 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 Revenue or TIF Rebate payments 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.

#### **VI. Assignment.**

This Agreement may not be amended without the express permission of the other party. However, the City hereby gives its permission that the Developer's right to receive the TIF Payment or TIF Rebates hereunder may be assigned by the Developer to an affiliate(s), assignee(s) or lender(s) without further action on the part of the City.

#### **VII. Successors and Assigns.**

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

#### **VIII. 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.

#### **IX. 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.

**IN WITNESS WHEREOF**, 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.

**THE BETTPLEX LLC**

By: \_\_\_\_\_  
Douglas M. Kratz, its Manager

**MIDDLE & 80, LLC**

By: \_\_\_\_\_  
Douglas M. Kratz, its Manager

By: \_\_\_\_\_  
Kevin Koellner, its Manager

STATE OF IOWA            )  
  ) ss:  
COUNTY OF SCOTT        )

This instrument was acknowledged before me on May \_\_, 2017, by Douglas M. Kratz as Authorized Representative of **The BettPlex, LLC**, an Iowa limited liability company, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

STATE OF IOWA            )  
  ) ss:  
COUNTY OF SCOTT        )

This instrument was acknowledged before me on May \_\_, 2017, by Douglas M. Kratz and Kevin Koellner as Authorized Representatives of **Middle & 80, LLC**, an Iowa limited liability company, on behalf of whom the instrument was executed.

\_\_\_\_\_  
Notary Public in the State of Iowa



**CITY OF BETTENDORF**

By: \_\_\_\_\_  
Robert Gallagher, its Mayor

Attested by:

By: \_\_\_\_\_  
Decker Ploehn, its City Clerk

STATE OF IOWA            )  
  ) ss:  
COUNTY OF SCOTT        )

On this \_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared ROBERT GALLAGHER and DECKER PLOEHN, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Bettendorf, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Bettendorf, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Resolution No. 17-\_\_\_\_\_ of City Council on the \_\_\_ day of \_\_\_\_\_, 2017, and that ROBERT GALLAGHER and DECKER PLOEHN acknowledged the execution of the instrument to be the voluntary act and deed of City of Bettendorf, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

**EXHIBIT "A"**  
**Legal Descriptions**

VenHorst Property (Acquired March 31, 2017):

The East Half of the Northwest Quarter of Section 2, Township 78 North, Range 4 East of the 5<sup>th</sup> P.M., in Scott County, Iowa, excepting 10 acres lying along the East side of said ½ Quarter section extending the whole length thereof, and excepting public road.

Excepting that portion thereof conveyed to Marvin F.P. Springer and Mary A. Springer, husband and wife, by Warranty Deeds dated July 16, 1962, July 21, 1962 and July 22, 1962, and recorded respectively in Book 264 of Deeds at pages 26, 27 and 28, records of the Office of the Recorder of Scott County, Iowa.

Also excepting therefrom that portion thereof conveyed to the State of Iowa by Warranty Deed dated July 20, 1962, and recorded in Book 266 of Deeds at page 325, records of the Office of the Recorder of Scott County, Iowa.

Panther Property:

The West one-half of the Northeast Quarter of Section 2, Township 78 North, Range 4 East of the 5<sup>th</sup> P.M., Scott County, Iowa, and also 10 acres having an equal width and extending the whole length along the East side of the East one-half of the Northwest Quarter of Section 2, Township 78 North, Range 4 East of the 5<sup>th</sup> P.M., Scott County, Iowa, subject to existing highways and further subject to existing highways and road easements.

**EXHIBIT "B"**  
**Site Plan**

**URBAN RENEWAL PLAN**

**for the**

**I-80**

**URBAN RENEWAL AREA**

**CITY OF BETTENDORF, IOWA**

**April 4, 2017**

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**Urban Renewal Plan  
For  
I-80 Urban Renewal Area  
City of Bettendorf, Iowa**

**A. INTRODUCTION**

This Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the I-80 Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Bettendorf. The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial and industrial development.

In order to achieve this objective, Bettendorf (the “City”) intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

**B. DESCRIPTION OF THE URBAN RENEWAL AREA**

The I-80 Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B.

The City reserves the right to modify the boundaries of the Area at some future date.

**C. AREA DESIGNATION**

With the adoption of this Plan, the City of Bettendorf will designate this Urban Renewal Area as an area that is appropriate for the promotion of economic development (commercial and industrial).

**D. BASE VALUE**

If the I-80 Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted and debt is certified prior to December 1, 2017, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2016 will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area.

**E. DEVELOPMENT PLAN/ZONING**

Bettendorf has a general plan for the physical development of the City as a whole outlined in the Premiering Bettendorf Comprehensive Plan adopted October 6, 2015. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the Premiering Bettendorf Comprehensive Plan.

The Urban Renewal Area is zoned R-1, A-1, C-3, I-2 and PUD. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

## **F. PLAN OBJECTIVES**

Renewal activities are designed to provide opportunities, incentives, and sites for new and existing economic development within the Area. More specific objectives for the development, redevelopment and rehabilitation within the I-80 Urban Renewal Area are as follows:

1. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
2. To plan for and provide sufficient land for commercial and industrial development in a manner that is efficient from the standpoint of providing municipal services.
3. To provide for the installation of public works and facilities including, but not limited to, water, sanitary sewer and other public improvements, which contribute to the revitalization of the area and to the sound development of the entire City.
4. To encourage commercial and industrial growth and expansion through governmental policies which make it economically feasible to do business.
5. To provide a more marketable and attractive investment climate through the use of various federal, state and local incentives.
6. To stimulate, through public action and commitment, private investment in new and existing commercial and/or industrial development.
7. To improve the conditions and opportunities for economic development (commercial and industrial).
8. To help develop a sound economic base that will serve as the foundation for future growth and development.
9. To improve recreational, tourism, cultural, and educational opportunities.



10. To enhance the Bettendorf community by fostering an entrepreneurial climate, diversifying the local economy, encouraging opportunities for new businesses, and supporting retention of existing businesses.

### **G. TYPES OF RENEWAL ACTIVITIES**

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include:

- New rehabilitated, converted, or expanded industrial uses within the Area.
- New, rehabilitated, converted, or expanded commercial uses within the Area.

General development activities in the I-80 Urban Renewal Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure including but not limited to streets, curb and gutter, street lighting, water, sanitary sewer, public utilities or other facilities in connection with urban renewal projects.
3. To make loans, forgivable loans, grants, tax rebate payments or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To acquire or dispose of property.
6. To provide for the construction of specific site improvements such as grading and site preparation activities, access roads and parking, fencing, utility connections, and related activities.
7. To acquire property through a variety of means (purchase, lease, option, etc.) and to hold, clear, or prepare the property for redevelopment.
8. To undertake the demolition and clearance of existing development.
9. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Bettendorf.



Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

**H. ELIGIBLE URBAN RENEWAL PROJECT(S)**

**1. Public Improvements**

<b>Urban Renewal Project Description</b>	<b>Estimated Time Period</b>	<b>Estimated Cost To Be Reimbursed By Tax Increment Financing</b>	<b>Rationale (why economic development is promoted)</b>
Entry roads to sports complex (grading, rock base, curb & gutter, concrete paving & lighting)	2017-2018	\$500,000	These improvements will provide the necessary infrastructure to access and develop the site. The complex will provide jobs, and act as a quality of life amenity which will assist with talent retention and attraction to the region.
Asphalt access walk	2017-2018	\$310,000	Same as above.
Off-site sewer main & manholes	2017-2018	\$700,000	Same as above.
On-site sewer gravity main, manholes & laterals.	2017-2018	\$210,000	Same as above.
On-site sanitary sewer pump station	2017-2018	\$250,000	Same as above.
On-site sanitary sewer force main	2017-2018	\$130,000	Same as above.
On-site storm sewer improvements	2017-2018	\$1,000,000	Same as above.
<b>Total estimated costs to be reimbursed by tax increment financing for infrastructure identified above to support sports complex project:</b>		<b>\$3,100,000</b>	
Recreation and park development	2017-2027	The use of TIF dollars is not contemplated for this public improvement. The City may utilize urban renewal powers to bond for the estimated \$12,000,000 in	Project will act as a quality of life amenity which will assist with talent retention and attraction to the region.

		improvements for the park development.	
--	--	--	--

Note: It may be that the above costs will be reduced by the application of state and/or federal grants or programs; cost-sharing agreements with other entities; or other available sources of funds.

**2. Tax Rebate or other Development Agreements**

**A. *Pending Development Agreement for construction of Sportsplex:*** A developer plans to construct a regional indoor/outdoor Sports Complex at an expense of roughly \$50,000,000. The development project will include a six acre indoor facility, consisting of a turf soccer field, hardwood basketball/volleyball courts, sand volleyball, tiki lounge, restaurant/retail, batting cages, fun center, bowling lanes, physical therapy, etc. The outdoor complex will include parking, walking paths, synthetic turf baseball fields and turf soccer fields, all with field lighting for night-time activities. Construction of the project is anticipated to begin in 2017 with completion by 2018 or 2019. The parties anticipate agreeing to a Minimum Assessment Agreement which would require the completed project to be assessed at no less than \$27,000,000. City expects to support the project by constructing public improvements such as roadways, and storm and sanitary sewers, anticipated to cost approximately \$3,100,000 and described in detail above. The City also plans to acquire property from the developer in the Area for approximately \$2,000,000 to be used for future development projects. Finally, the City plans to approve an economic development grant in support of the project in an amount estimated to be \$4,900,000, a portion of which may be financed by the tax increment financing generated by the project. The total investment by the City is estimated to be \$10,000,000.

**B. *Development Agreements:*** The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$10,000,000.

**3. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning**

Project	Date	Estimated cost
Fees and costs	Undetermined	<b>\$100,000</b>



**I. FINANCIAL DATA**

1.	July 1, 2016 constitutional debt limit:	\$174,343,212
2.	Current outstanding general obligation debt:	\$112,000,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	<p style="text-align: right;">\$32,100,000</p> <p>This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.</p>

**J. AGREEMENT TO INCLUDE AGRICULTURAL LAND**

Because some of the land being added to the I-80 Urban Renewal Area contains land that is defined as “agricultural land” by Iowa Code Section 403.17(3), the City and agricultural land owners have entered into agreements in which the agricultural land owners agree to allow the City to include real property defined as “Agricultural Land” in the Urban Renewal Area. Copies of the agreements are attached as Exhibit C. The original signed agreements are on file at the City Clerk’s office.

**K. URBAN RENEWAL FINANCING**

The City of Bettendorf intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City of Bettendorf has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for

the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City. Tax increments may be used to abate General Obligation Bonds or Notes, secure Tax Increment Revenue Obligations, or fund direct incentives, for projects in furtherance of this Plan.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Bettendorf. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other urban renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Areas. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

**L. PROPERTY ACQUISITION/DISPOSITION**

If property acquisition/disposition by the City becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.



### **M. RELOCATION**

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

### **N. STATE AND LOCAL REQUIREMENTS**

All provisions necessary to conform to state and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

### **O. URBAN RENEWAL PLAN AMENDMENTS**

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

### **P. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the property included within the I-80 Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, shall continue for the maximum period allowed by law.

It is also anticipated that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In this case, each separate TIF ordinance may have a separate base and separate sunset.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Urban Renewal Plan shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

### **Q. REPEALER AND SEVERABILITY CLAUSE**

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

## EXHIBIT A

### LEGAL DESCRIPTION OF AREA

The I-80 Urban Renewal Area is described as follows:

COMMENCING AT THE POINT OF BEGINNING, DESCRIBED AS THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5<sup>TH</sup> P.M.;

THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 2 TO THE SOUTH RIGHT OF WAY LINE OF FOREST GROVE DRIVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF FOREST GROVE DRIVE TO THE CENTERLINE OF SPRING CREEK DRIVE, SAID DRIVE BEING LOCATED IN HUNTINGTON MEADOWS FIRST ADDITION TO THE CITY OF BETTENDORF;

THENCE NORTH ALONG THE SOUTHERLY EXTENSION OF THE EAST LINE OF FOREST GROVE PARK ADDITION AND ALONG SAID EAST LINE TO THE NORTHEASTERLY CORNER OF SAID FOREST GROVE PARK ADDITION;

THENCE WEST ALONG THE NORTH LINE OF SAID FOREST GROVE PARK ADDITION TO A POINT, SAID POINT BEING ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SPENCER HOLLOW FIRST ADDITION OUTLOT D;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION, THRU SAID WEST LINE OF SAID OUTLOT D AND ALONG THE NORTHERLY EXTENSION OF SAID OUTLOT D TO A POINT ON THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 2010-00005515, AT THE SCOTT COUNTY IOWA RECORDERS OFFICE, RECORDED ON MARCH 1, 2010, SAID PARCEL ALSO KNOWN BY PARCEL ID #840105001;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL ID #840105001 TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE EASTERLY ALONG THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DOCUMENT 2011-00036619, AT THE SCOTT COUNTY IOWA RECORDERS OFFICE, RECORDED ON DECEMBER 22, 2011, SAID PARCEL ALSO KNOWN BY PARCEL ID #840107004;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID PARCEL ID #840107004 TO THE NORTHEASTERLY CORNER OF SAID PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF INTERSTATE 80;

THENCE WESTERLY ALONG THE NORTHERN LINE OF SAID PARCEL #840107004, SAID LINE ALSO BEING THE SOUTHERLY LINE OF INTERSTATE 80, TO THE NORTHWESTERLY CORNER OF SAID PARCEL;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL #840105001, SAID LINE ALSO BEING THE SOUTHERLY LINE OF INTERSTATE 80, TO A POINT ON THE EXTENSION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5<sup>TH</sup> P.M.;

THENCE ALONG SAID EAST LINE OF SAID SOUTHWEST QUARTER EXTENDED, NORTHERLY TO THE NORTH RIGHT OF WAY LINE OF INDIANA AVENUE;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID INDIANA AVENUE TO THE WEST LINE OF SECTION 35, TOWNSHIP 79 NORTH, RANGE 4 EAST OF THE 5<sup>TH</sup> P.M.;

THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 35 TO THE SOUTHWEST CORNER OF SAID SECTION 35;

THENCE WESTERLY ALONG THE NORTH LINE OF SECTION 2, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5<sup>TH</sup> P.M. TO THE POINT OF BEGINNING;

EXCEPTING PARCELS 840103002, 840117001AD, 840201001, 840217005, 943633004, 943635004, 943651001, 943635001AD AND 943635003AD.

The I-80 Urban Renewal Area also includes the full right-of-way of all roads and streets within, adjacent to, or bordering the Area.

The Parcel Numbers include:

840107004  
840105001  
840103001  
8401210031  
840121201  
8401190021  
943537003  
840117002  
840223001  
840207001  
840101001  
840119003  
840205001  
840221001AD  
840203002  
840203001  
840219002  
840217004AD  
9435530021  
943553004AD  
943537002  
943535001  
943551001  
943533005  
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943439003  
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943555001  
943649003  
943633007  
943539006

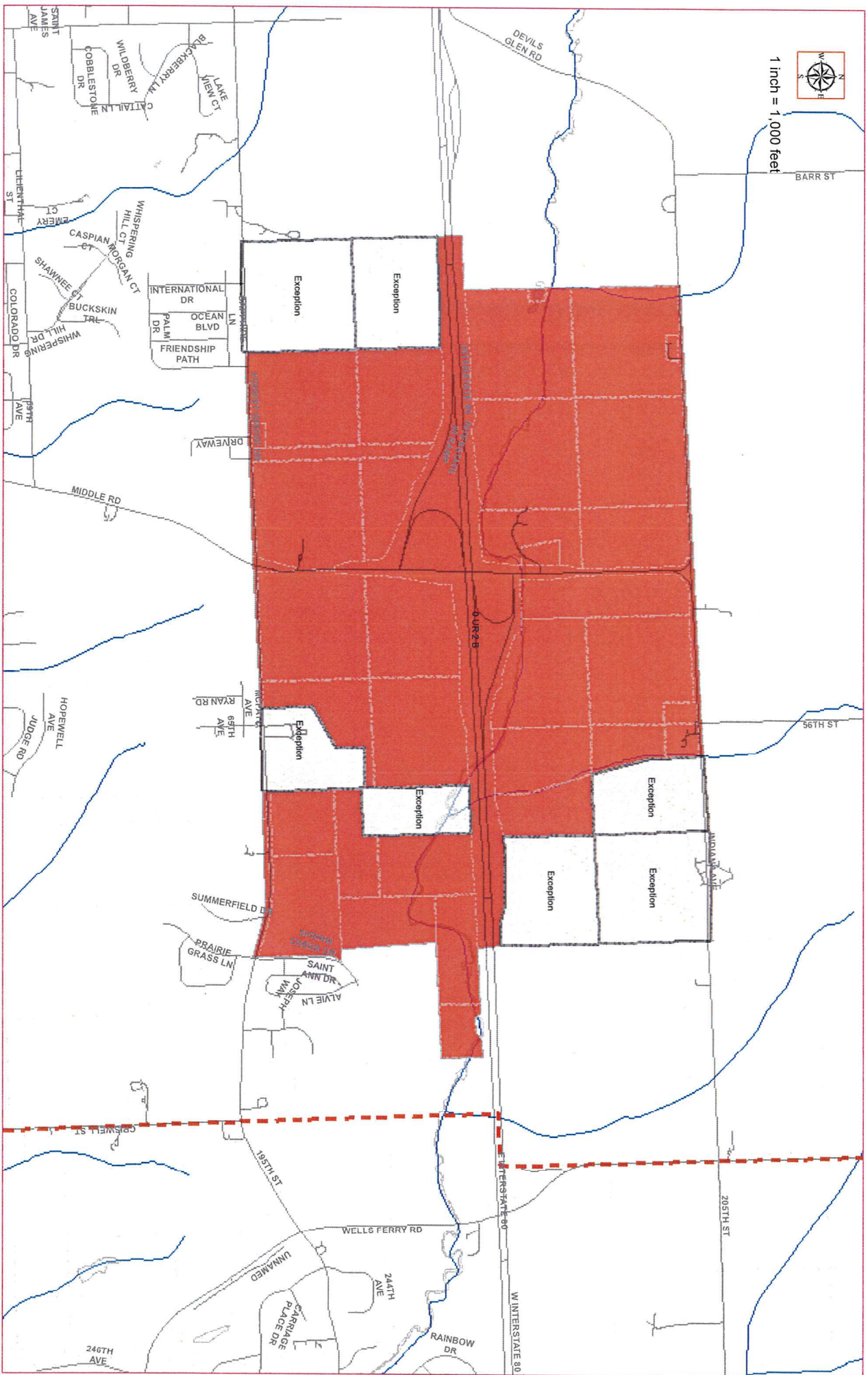
943633008  
9435331011  
840219001



Exhibit B  
Area Map



1 inch = 1,000 feet



Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exception

Exhibit C  
Agreements to Include Agricultural Land

AGREEMENT TO INCLUDE AGRICULTURAL LAND  
IN THE I-80 URBAN RENEWAL AREA

WHEREAS, the City of Bettendorf, Iowa, (the "City") has proposed to establish the I-80 Urban Renewal Area (the "Urban Renewal Area" or "Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Bettendorf, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 31<sup>st</sup> day of March, 2017.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land Owner:

Date: 03.31.2017

840203001 & 840219002

Signature: *Michael L. Sampson*

Print Name: Michael L. Sampson

Witness: *Patricia A. Zimmer*  
Patricia A. Zimmer



AGREEMENT TO INCLUDE AGRICULTURAL LAND  
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WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

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2. The Agricultural Land Owner hereby agrees that the City of Bettendorf, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 24<sup>th</sup> day of March, 2017.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land Owner: 943553004AD,  
943537002, 943535001, 943551001

Date: 3/25/2017

Signature: James A. Criswell

Print Name: James A. Criswell Trust

Witness: Jody H. Criswell

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WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.

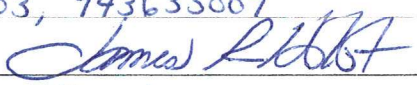
2. The Agricultural Land Owner hereby agrees that the City of Bettendorf, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.

3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

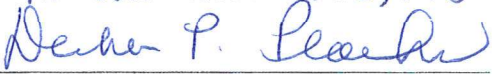
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

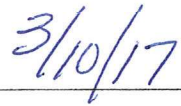
Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land  
Owner: 943539005, 943555001,

943649003, 943633007  
Signature: 

Print Name: JIM HOLST

MEADOW CREST FARMS, LTD  
Witness: 

Date: 

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IN THE I-80 URBAN RENEWAL AREA

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WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

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2. The Agricultural Land Owner hereby agrees that the City of Bettendorf, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 21<sup>ST</sup> day of FEBRUARY, 2017.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land

Owner: 840105001, 840103001, 943537003,

8401210031, 840121200, 8401190021

Signature: R.S. Gallagher

Print Name: ROBERT GALLAGHER JR.  
CITY OF BETTENDORF

Witness: Debra P. Seader

Date: 2/21/17



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3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 9 day of March, 2017.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land  
Owner: 840117002, 840223001,

840207001, 840101001

Signature: 

Print Name: BEN VAN RAALTE  
SCHOOL HOUSE ROAD, LC

Witness: 

Date: 3/9/2017



AGREEMENT TO INCLUDE AGRICULTURAL LAND  
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WHEREAS, the City of Bettendorf, Iowa, (the "City") has proposed to establish the I-80 Urban Renewal Area (the "Urban Renewal Area" or "Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Bettendorf, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 23<sup>rd</sup> Day of March, 2017.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land Owner: 840119003

Date: 3-28-17

Signature: 

Print Name: James R. Spelhaug, Superintendent

Pleasant Valley Community School District

Witness: 

AGREEMENT TO INCLUDE AGRICULTURAL LAND  
IN THE I-80 URBAN RENEWAL AREA

WHEREAS, the City of Bettendorf, Iowa, (the "City") has proposed to establish the I-80 Urban Renewal Area (the "Urban Renewal Area" or "Area"), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Area will include certain property which is owned by the Agricultural Land Owner listed below; and

WHEREAS, Section 403.17(3) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of "agricultural land," until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that all or a portion of the property within the Area and owned by the Agricultural Land Owner meets the definition of "agricultural land" in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property contained within the Urban Renewal Area.
2. The Agricultural Land Owner hereby agrees that the City of Bettendorf, Iowa, may include the portion of the property owned by the Agricultural Land Owner in the Urban Renewal Area.
3. The Agricultural Land Owner further authorizes the governing body of the City of Bettendorf, Iowa, to pass any resolution or ordinance necessary to designate said property as an Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this 22<sup>ND</sup> day of FEBRUARY, 2017.

Name of Agricultural Land Owner: (signed by Agricultural Land Owner or person authorized to sign on Agricultural Land Owner's behalf)

Parcels owned by Land  
Owner: 840205001, 840221001AD

Date: 2/22/17

Signature: Mike Panther

Print Name: MIKE PANTHER

Witness: Decker P. Peard



**BUILD TO SUIT  
BETTPLEX**

INDOOR ATHLETIC FACILITIES

BETTENDORF, IOWA

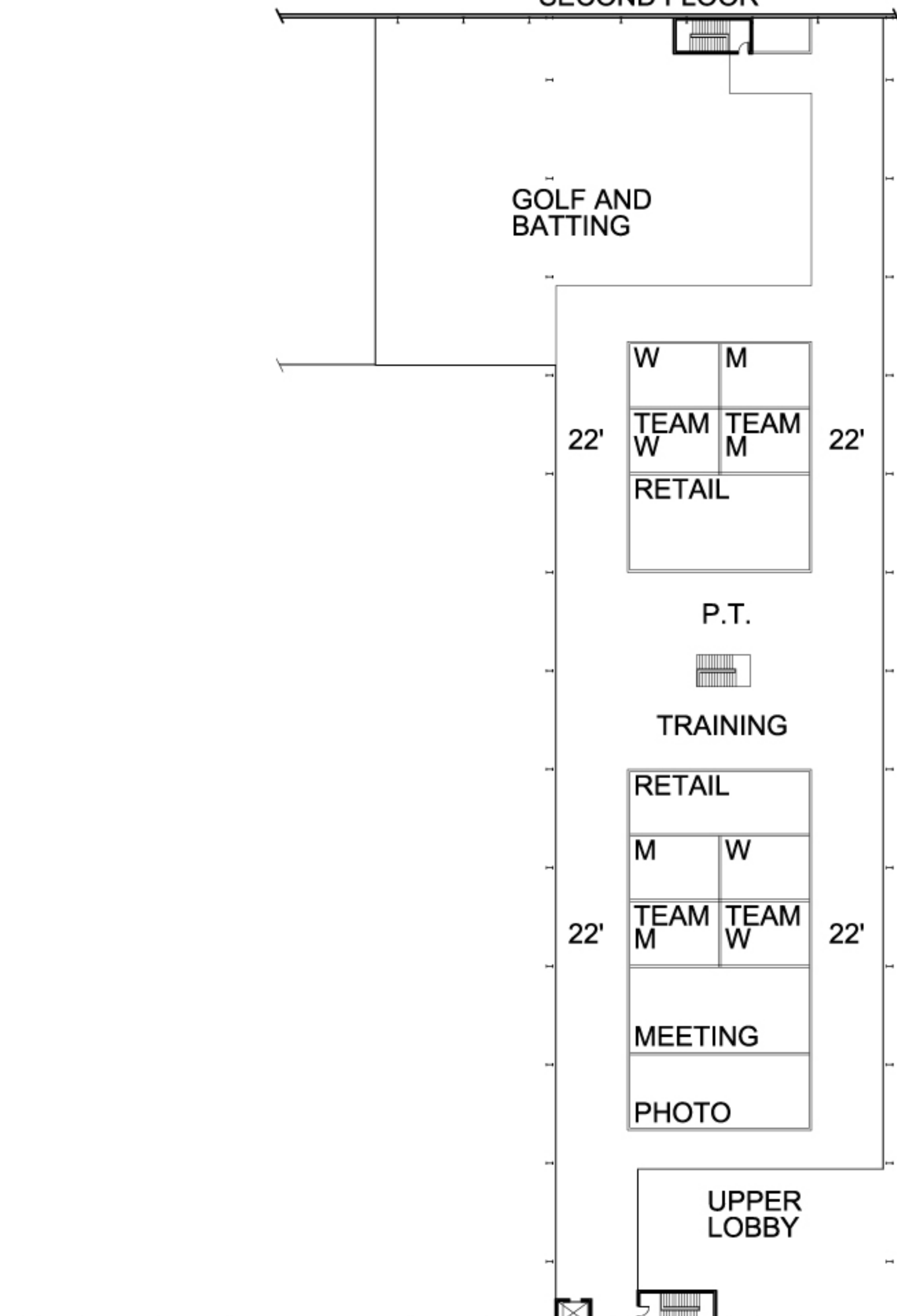
NO.	DESCRIPTION	DATE
1	PRELIMINARY	02.15.2017

**SCHEMATIC PLAN**

PROJECT: 2016-122D

**A 1.00**

100x400= 40,000  
+55x107= 5,885  
TOTAL= 45,885  
SECOND FLOOR



UPPER  
FAMILY ENTERTAINMENT CENTER  
BOWLING / FOOD AND BEVERAGE / BANQUET  
21,000 S.F.

OPEN TO  
BELOW  
10,500 S.F.

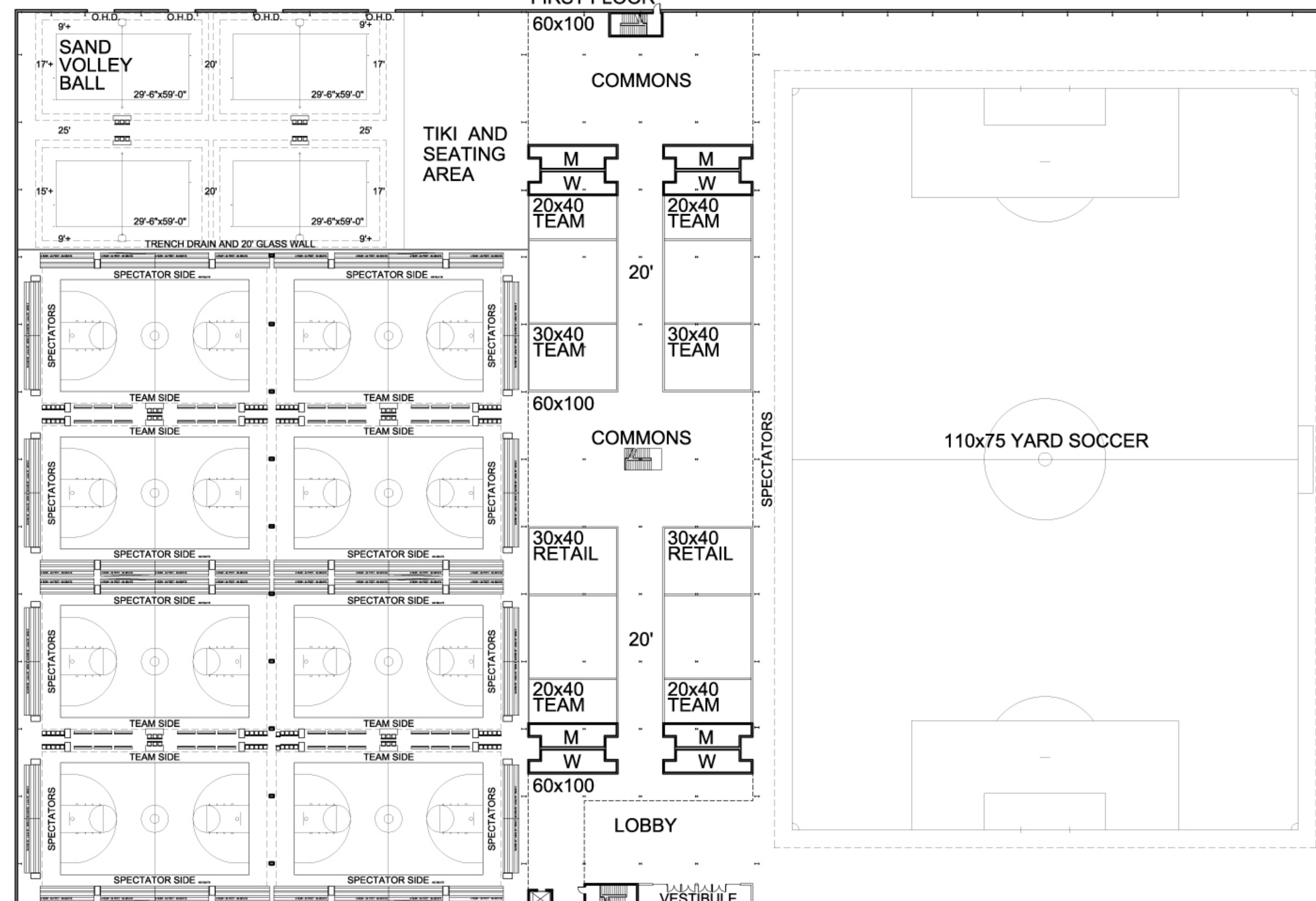
100x210=21,000  
SECOND FLOOR

**SECOND FLOOR  
SCHEMATIC PLAN**

SCALE: 1" = 30'-0"



100x400=40,000  
260x400=104,000  
FIRST FLOOR



228x400=91,200  
8 H.S. COURTS  
84'X50' ea.  
PORTABLE BLEACHERS  
SHOWN

150x210=31,500  
FIRST FLOOR

**FIRST FLOOR  
SCHEMATIC PLAN**

SCALE: 1" = 30'-0"





# BETTENDORF FAMILY SPORTSPLEX LLC



NO.	REVISIONS DESCRIPTION	DATE

**Missman, Inc.**  
Professional Engineers & Land Surveyors  
Rock Island, IL • Bettendorf, IA • Charles, IL  
(319) 785-7444 • (319) 343-0200 • (319) 893-5400 • (319) 748-5543  
www.missman.com

BETTENDORF FAMILY SPORTSPLEX  
BETTENDORF, IOWA  
SITE PLAN

Missman Project No. C16L052A  
File Name: C16L052A.DWG  
© COPYRIGHT 2017 ALL RIGHTS RESERVED  
Field Book No: #####  
Drawn By: MHM  
Checked By: JLH  
Date: 02/15/17

C-1  
Sheet 1 of 1

#PARKING STALLS : 1,835



**BOARD OF SUPERVISORS**

600 West Fourth Street  
Davenport, Iowa 52801-1030

Office: (563) 326-8749

E-Mail: board@scottcountyiowa.com



CAROL EARNHARDT, Chair  
TONY KNOBBE, Vice-Chair  
KEN BECK  
DIANE HOLST  
BRINSON L. KINZER

May 18, 2017 **DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT**

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) Plan and Development Agreement for BettPlex, a regional indoor/outdoor sports facility and adjacent commercial development at the Middle Road and I-80 interchange.**

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 development of BettPlex, a regional indoor/outdoor sports facility and adjacent commercial development. 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 an economic development incentive to make such a regional attraction feasible. Such a facility would attract sporting events and visitors to the Quad Cities area and help grow our tourism economy. However the Board has concerns with the uncapped nature of the TIF Plan that would continue to rebate the TIF revenue from the sports complex after the debt for the Economic Development grant was retired.

The Board does not support the use of TIF as an economic development incentive for hotel, retail, or commercial service sector businesses that compete with other existing businesses for the same Quad Cities Area markets. The Board would also note that the proposed rebate of TIF revenues generated from the 33-acre commercial development is uncapped and open-ended as to the amount of revenue to be rebated. It is only limited by the 20 year maximum lifetime of the TIF. The Board has always encouraged TIF rebates to be for the least amount and the shortest length of time necessary to make a project feasible.

The Scott County Board of Supervisors appreciates its opportunity to comment on this TIF Plan and is excited by the prospect of this new sports complex development along a highly visible entrance to the Quad City area. Such a venue as the proposed BettPlex sports complex has been identified for many years as an unmet need in the Quad Cities and the Board is delighted to have this facility located in Scott County. The Board 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,

Carol Earnhardt, Chair  
Scott County Board of Supervisors

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