

PLANNING & DEVELOPMENT

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Item #8
10/31/17

Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Scott County TIF Review Committee

Date: October 24, 2017

Re: City of Bettendorf's proposed amended and restated Urban Renewal Plan for downtown Bettendorf and proposed TIF incentives for the Ascentra Credit Union project.

The City of Bettendorf created a downtown Urban Renewal Area and adopted an Urban Renewal Plan in June, 1990. The City has now notified Scott County of an Opportunity to Consult on its proposed amendments to its Urban Renewal Plan. The amended plan includes road improvements to Grant Street, construction of one or more downtown parking structures, installation of underground electrical power lines and other utility and traffic signal improvements. The amended plan also includes a proposed development agreement with Ascentra Credit Union to rebate \$2M in TIF payments over a ten year time span as an economic development incentive for the construction of a new commercial headquarters for the credit union. No other TIF expenditures are identified to be expended with this plan other than the TIF rebate for Ascentra.

Staff does not believe that credit union offices represents the retention and creation of primary jobs that the County supports for the use of TIF. Many of the eligible Urban Renewal Projects identified in the amended plan may be infrastructure improvements to reverse blight and encourage new development that the County has in principle supported in the past.

Staff will seek more details at the Opportunity to Consult meeting in order to draft a letter for the Board's consideration that would state how the amended plan does or doesn't comply with the County's adopted principles for the use of TIF.

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF BETTENDORF, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDED AND RESTATED URBAN
RENEWAL PLAN FOR THE CITY OF BETTENDORF, STATE
OF IOWA


The City of Bettendorf, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on October 25, 2017, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa concerning a proposed Amended and Restated Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amended and Restated Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Bettendorf, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amended and Restated Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 17th day of OCTOBER, 2017.



City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

October 17, 2017

The City Council of the City of Bettendorf, State of Iowa, met in regular session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor Robert S. Gallagher, in the chair, and the following named Council Members:

Greg Adamson; Lisa Brown; Debe LaMar; Scott Naumann; Jerry Sechser; Frank Baden; and Scott Webster

Absent: _____

Vacant: _____

* * * * *

Council Member Adamson then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN IN THE CITY OF BETTENDORF, STATE OF IOWA", and moved that the same be adopted. Council Member Brown seconded the motion to adopt. The roll was called and the vote was,

AYES: Adamson; Brown; LaMar; Naumann; Sechser; Baden;
Webster

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 366-17

RESOLUTION SETTING DATES OF A CONSULTATION
AND A PUBLIC HEARING ON A PROPOSED AMENDED
AND RESTATED URBAN RENEWAL PLAN IN THE CITY OF
BETTENDORF, STATE OF IOWA

WHEREAS, by Resolution No. 176-90, adopted June 19, 1990, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Scott County; and

WHEREAS, this Urban Renewal Area included three distinct areas, referred to as District One, District 2, and District 2A. This Amended and Restated Plan modifies the Plan with respect to District One only, described as:

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-way 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

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 east the west R.O.W. of 14th Street; thence north to a point 300' south of the centerline of Central Avenue; thence west 239.15'; thence south 100'; thence east 14'; thence south 312.86'; 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. 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; 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 172.47'; thence east 20'; thence south 419.02'; thence southwest 49.32'; thence south 60'; northeast 134.57'; 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 southwest corner of Creek Hill Addition; thence north to the northwest corner of lot #3, Creek Hill Addition; thence north 68 20' east, 453.93' to the northeast corner of lot #18, Creek Hill Addition; thence

northeast 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 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 Depot Street and the west R.O.W. of 33rd Street, which point is the point of beginning; thence, south 777.5'; thence east 250';

thence south to the meanders of the Mississippi River; thence westerly along the meanders of the Mississippi River to a point approximately 50' east of the west line of Section 34-78-4; thence north to the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street to the P.O.B.

WHEREAS, City staff has caused there to be prepared a form of Amended and Restated Urban Renewal Plan ("Amended and Restated Plan"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to rename District One as the Downtown Urban Renewal Area, update the objectives and activities for the Area, and add and/or confirm the list of proposed projects to be undertaken therein; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Amended and Restated Plan, as amended; and

WHEREAS, this proposed Amended and Restated Plan adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amended and Restated Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amended and Restated Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amended and Restated Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amended and Restated Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on October 25, 2017, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 10:00 A.M.,

and the Economic Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amended and Restated Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN
THE CITY OF BETTENDORF, STATE OF IOWA AND ALL
AFFECTED TAXING ENTITIES CONCERNING THE
PROPOSED AMENDED AND RESTATED URBAN
RENEWAL PLAN FOR THE CITY OF BETTENDORF, STATE
OF IOWA

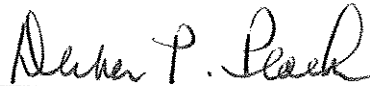
The City of Bettendorf, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 10:00 A.M. on October 25, 2017, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa concerning a proposed Amended and Restated Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Amended and Restated Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Director, or his delegate, as the designated representative of the City of Bettendorf, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amended and Restated Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Dated this 17th day of OCTOBER, 2017.



City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amended and Restated Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on November 21, 2017, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Quad-City Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDED AND RESTATED URBAN
RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE
CITY OF BETTENDORF, STATE OF IOWA

The City Council of the City of Bettendorf, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on November 21, 2017 in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, to consider adoption of a proposed Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan") concerning an Urban Renewal Area in the City of Bettendorf, State of Iowa, legally described as follows:

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-way 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

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 east the west R.O.W. of 14th Street; thence north to a point 300' south of the centerline of Central Avenue; thence west 239.15'; thence south 100'; thence east 14'; thence south 312.86'; 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. 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; 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 419.03'; thence southwest 49.32'; thence south 60'; thence northeast 114.57'; thence south to the northwest corner of lot #2, Mohr's 1st 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 520.42'; 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 southwest corner of Creek Hill Addition; thence north to the northwest corner of lot #3, Creek Hill Addition; thence north 68 20' east, 453.93' to the northeast corner of lot #10, Creek Hill Addition; thence

northeast 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 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 Depot Street and the west R.O.W. of 33rd Street, which point is the point of beginning; thence, south 777.5'; thence east 250';

thence south to the meanders of the Mississippi River; thence westerly along the meanders of the Mississippi River to a point approximately 50' east of the west line of Section 34-78-4; thence north to the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street to the P.O.B.

A copy of the Amended and Restated Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Bettendorf, Iowa.

The City of Bettendorf, State of Iowa is the local public agency which, if such Amended and Restated Plan is approved, shall undertake the urban renewal activities described in such Amended and Restated Plan.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amended and Restated Plan would rename District One as the Downtown Urban Renewal Area, update the objectives and activities for the Area, and add and/or confirm the list of proposed projects to be undertaken therein. The proposed Amended and Restated Plan adds no new land. Other provisions of the Plan not affected by the Amended and Restated Plan would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this 17th day of OCTOBER, 2017.

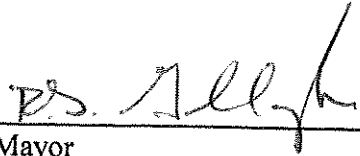


City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

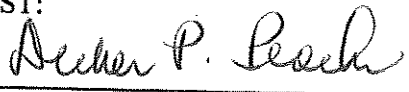
Section 5. That the proposed Amended and Restated Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Amended and Restated Urban Renewal Plan for the Downtown Urban Renewal Area f/k/a District One referred to in the notices for purposes of such consultation and hearing and that a copy of the Amended and Restated Plan shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 17th day of October, 2017.



Mayor

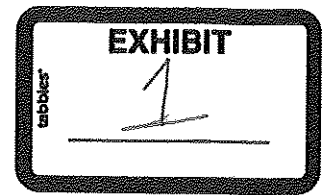
ATTEST:



City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDED AND
RESTATED PLAN LABELED AS
EXHIBIT 1 HERE



**AMENDED AND RESTATED
URBAN RENEWAL PLAN**

for the

**DOWNTOWN URBAN RENEWAL AREA
(f/k/a District One)**

CITY OF BETTENDORF, IOWA

**Original Plan Adopted – June 1990
Amended and Restated Plan Adopted - 2017**

**AMENDED AND RESTATED
URBAN
RENEWAL PLAN
FOR THE
DOWNTOWN URBAN RENEWAL AREA (f/k/a District One)
IN THE
CITY OF BETTENDORF, IOWA**

INTRODUCTION

The Urban Renewal Plan ("Plan" or "Urban Renewal Plan") adopted in 1990 included three distinct areas, referred to therein as District One, District 2, and District 2A. This Amended and Restated Plan modifies the Plan with respect to District One, only. Through this Amended and Restated Plan, the City hereby renames District One as the Downtown Urban Renewal Area ("Area" or "Urban Renewal Area"), and shall, among other things, update the objectives and activities for the Downtown Urban Renewal Area and add and/or confirm the list of proposed projects to be undertaken therein. No land is being added to the Downtown Urban Renewal Area by this Amended and Restated Plan ("Amendment").

Except as modified by this Amended and Restated Plan, the provisions of the original Bettendorf Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amended and Restated Plan shall control.

DESCRIPTION OF AREA

Even though no land is being added by this Amended and Restated Plan, for convenience the legal description of the Downtown Urban Renewal Area (formerly, District One) is set out in Exhibit A and a depiction of the Area is set out in Exhibit B.

AREA DESIGNATION

The Area was originally designated as appropriate for the promotion of economic development (commercial and industrial). The Area continues to be appropriate for the promotion of economic development (commercial and industrial).

BASE VALUE

No change is being made to the boundaries of the Area by this Amendment. The Area has a frozen base value that has already been established and that is not being changed by this Amendment.

DEVELOPMENT PLAN/ZONING

The City of Bettendorf has a general plan for the physical development of the City as a whole outlined in the City of 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 City's Comprehensive Plan.

The Urban Renewal Area is zoned Urban Medium Intensity, Urban High Intensity, Industrial, Public/Semi-Public, and/or Parks and Open Space. This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are 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.

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development (commercial and industrial). The following objectives relate to future land use plans, the need for improved traffic, public transportation, public utilities, and other public improvements within the Area.

More specific objectives for the development, redevelopment and rehabilitation within the 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.

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

General development activities in the 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.
10. To make or have made surveys and plans necessary for the implementation of the Urban Renewal Plan or specific urban renewal projects.
11. 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.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment; and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECT(S) (Amended and Restated Plan)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Bettendorf Urban Renewal Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

1. Public Improvements:

Project	Estimated Project Date	Not to exceed	Rationale
Relocation of a traffic signal and cabinet to support the design character of the development being proposed by Ascentra Credit Union	2017 -2019	\$100,000	Improvements will promote commercial development being proposed by Ascentra Credit Union
Underground utilities along the alley system on the block commonly known as the "Town Square"	2017-2019	\$150,000	Improvements will promote commercial development being proposed by Ascentra Credit Union

Undergrounding of electrical power lines near 14 th Street to 23 rd Street	2017 – 2021	\$900,000	Utility improvements to promote commercial development
Construction of one or more parking structures	2018 – 2022	\$16,000,000	Improvements necessary to promote commercial development
Construction of road, alley, sidewalk, streetscape and traffic improvements from the riverfront to Grant Street between 12 th Street and 23 rd Street	2018 – 2022	\$8,000,000	Improvements necessary to promote commercial development

2. Tax Rebate or other Development Agreements

a. *Development Agreement with Ascentra Credit Union.* The City of Bettendorf is considering a development agreement with Ascentra Credit Union (“Developer”) for a project on a parcel within the Downtown Urban Renewal Area locally referred to as the “Town Square” (“Development Property”). Ascentra Credit Union, an Iowa 501(c)(14) multi-state business, is contemplating constructing a new 36,000 square foot home office commercial building on the Development Property. Upon completion of the commercial building, the assessed value of the Development Property will be no less than \$9,090,000 as set forth in a Minimum Assessment Agreement. Developer would agree to add a minimum of 20 jobs (above and beyond its current employment based in the Area) at the Development Property during the life of the Agreement. The City is contemplating supporting the project through a variety of means, including transferring the Development Property to Ascentra for approximately \$750,000, acquiring Developer’s existing property in the Area for approximately \$1,150,000 and the right to reacquire from Developer for \$1 a portion of the Development Property not used in the project. In addition, the City would relocate a mast arm and traffic signal cabinet to support the design character of the new building, and will underground the utility poles along the alley system on the “Town Square,” as described in the Public Improvements section above. The City would also provide tax increment rebates to Developer based on 100% of the available tax increment derived from the construction of the commercial building for 10 years, but not exceed an aggregate rebate amount of \$2,000,000. Total net cost of incentives is approximately \$2,400,000, plus the cost of the Public Improvements. Actual expenses could change due to a variety of factors, including but not limited to changes in tax levies or rates, changes in tax laws, changes in assessed values, and other factors.

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 \$30 million.

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	Not to exceed \$100,000

FINANCIAL DATA

1.	July 1, 2017 constitutional debt limit:	\$174,794,602
2.	Current outstanding general obligation debt:	\$127,475,256
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amended and Restated Plan) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment 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 (Amended and Restated Plan) as described above will be approximately as stated in the next column:	\$57,650,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

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. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

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 Area for urban renewal projects. 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.

PROPERTY ACQUISITION/DISPOSITION

Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City may enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

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.

URBAN RENEWAL PLAN AMENDMENTS

The 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 the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

The Amended and Restated Plan for the Downtown Urban Renewal Area will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the original Urban Renewal Plan or any prior amendment, resolution, or document, the Urban Renewal Plan, as amended hereby, shall remain in effect until terminated by the City Council and 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 on the Area for the maximum period allowed by law. Because the original Plan was adopted in 1990, before the effective date (January 1, 1995) of the Iowa Code Section 403.17 requirement that the division of revenue be limited to twenty years in areas that are established on the basis of an economic development finding, the division of revenue in the Area has no expiration date or sunset.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the original Plan in conflict with this Amendment are hereby repealed.

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

EXHIBIT A
LEGAL DESCRIPTION OF DOWNTOWN URBAN RENEWAL AREA
(F/K/A DISTRICT ONE)

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-way 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

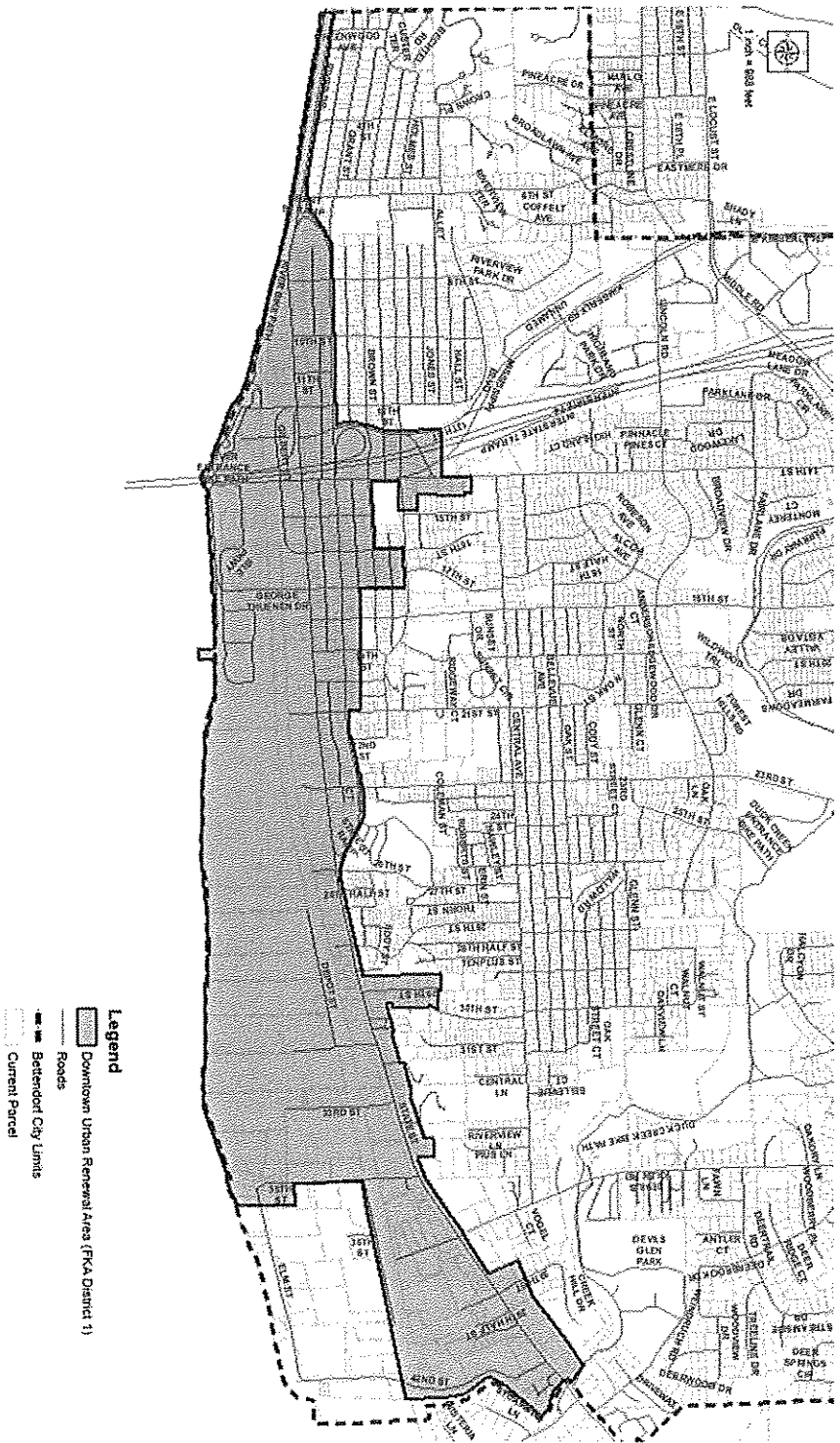
west R.O.W. of 13th Street; thence northerly along the west R.O.W. of 13th Street to its intersection with the centerline of Kimberly Road; thence east the west R.O.W. of 14th Street; thence north to a point 300' south of the centerline of Central Avenue; thence west 239.15'; thence south 100'; thence east 14'; thence south 312.86'; 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. 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; 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 southwest corner of Creek Hill Addition; thence north to the northwest corner of lot #3, Creek Hill Addition; thence north 68 20' east, 453.93' to the northeast corner of lot #18, Creek Hill Addition; thence

northeast 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 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 Depot Street and the west R.O.W. of 33rd Street, which point is the point of beginning; thence, south 777.5'; thence east 250';

thence south to the meanders of the Mississippi River; thence westerly along the meanders of the Mississippi River to a point approximately 50' east of the west line of Section 34-78-4; thence north to the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street to the P.O.B.

EXHIBIT B
MAP OF DOWNTOWN URBAN RENEWAL AREA (F/K/A DISTRICT ONE)



CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

)

I, the undersigned City Clerk of the City of Bettendorf, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17th day of October, 2017.

Acker P. Plesch

City Clerk, City of Bettendorf, State of Iowa



(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDED AND RESTATED URBAN
RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE
CITY OF BETTENDORF, STATE OF IOWA

The City Council of the City of Bettendorf, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on November 21, 2017 in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, to consider adoption of a proposed Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan") concerning an Urban Renewal Area in the City of Bettendorf, State of Iowa, legally described as follows:

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-way 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

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 east the west R.O.W. of 14th Street; thence north to a point 300' south of the centerline of Central Avenue; thence west 239.15'; thence south 100'; thence east 14'; thence south 312.86'; 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. 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; 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'; thence northeast 114.57'; 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 southwest corner of Creek Hill Addition; thence north to the northwest corner of lot #3, Creek Hill Addition; thence north 68 20' east, 453.93' to the northeast corner of lot #10, Creek Hill Addition; thence

northeast 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 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 Depot Street and the west R.O.W. of 33rd Street, which point is the point of beginning; thence, south 777.5'; thence east 250';

thence south to the meanders of the Mississippi River; thence westerly along the meanders of the Mississippi River to a point approximately 50' east of the west line of Section 34-78-4; thence north to the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street; thence northeast along the south R.O.W. of Depot Street to the P.O.B.

A copy of the Amended and Restated Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Bettendorf, Iowa.

The City of Bettendorf, State of Iowa is the local public agency which, if such Amended and Restated Plan is approved, shall undertake the urban renewal activities described in such Amended and Restated Plan.

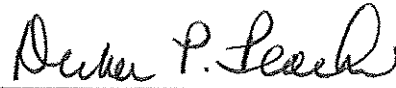
The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amended and Restated Plan would rename District One as the Downtown Urban Renewal Area, update the objectives and activities for the Area, and add and/or confirm the list of proposed projects to be undertaken therein. The proposed Amended and Restated Plan adds no new land. Other provisions of the Plan not affected by the Amended and Restated Plan would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Bettendorf, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this 17th day of OCTOBER, 2017.



City Clerk, City of Bettendorf, State of Iowa

(End of Notice)

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF BETTENDORF IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH ASCENTRA CREDIT
UNION, WHICH INVOLVES THE POTENTIAL TRANSFER
OF LAND TO A MULTI-STATE BUSINESS FOR
DEVELOPMENT OF A HOME OFFICE, AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Bettendorf in the State of Iowa, will hold a public hearing on November 21, 2017, at 7:00 P.M. in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Ascentra Credit Union (the "Developer"), a multi-state business.

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Urban Renewal Area as defined and legally described in the Development Agreement and locally referred to as "Town Square" (the "Development Property"), consisting of the construction of a 36,000 square foot commercial building on the Development Property to be used as Developer's home office, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to construct certain Public Improvements described therein on the Development Property.

The Agreement would further obligate the City to make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$2,000,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$9,090,000.

The Agreement also involves the transfer of land between the parties including the City transferring the Development Property to Developer for \$750,000 while retaining the right to reacquire certain unused portions thereof from the Developer, and Developer transferring its

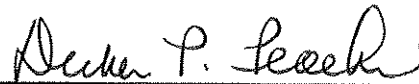
existing property in the Area to the City for \$1,150,000, all subject to the terms and conditions of the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Bettendorf, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Bettendorf in the State of Iowa, as provided by Section 364.6 and 364.7 of the City Code of Iowa.

Dated this 17th day of OCTOBER, 2017.



City Clerk, City of Bettendorf in the State of
Iowa

(End of Notice)

October 17, 2017

The City Council of the City of Bettendorf in the State of Iowa, met in regular session, in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M., on the above date. There were present Mayor Robert S. Gallagher, in the chair, and the following named Council Members:

Greg Adamson; Lisa Brown; Debe LaMar; Scott Naumann; Jerry Sechser; Frank Baden; and Scott Webster

Absent: _____

Vacant: _____

* * * * *

Council Member Adamson then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ASCENTRA CREDIT UNION, WHICH INVOLVES THE POTENTIAL TRANSFER OF LAND TO A MULTI-STATE BUSINESS FOR DEVELOPMENT OF A HOME OFFICE, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Brown seconded the motion to adopt. The roll was called and the vote was,

AYES: Adamson; Brown; LaMar; Naumann; Sechser; Baden;
Webster

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 367-17

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH ASCENTRA CREDIT UNION, WHICH
INVOLVES THE POTENTIAL TRANSFER OF LAND TO A
MULTI-STATE BUSINESS FOR DEVELOPMENT OF A
HOME OFFICE, AND PROVIDING FOR PUBLICATION OF
NOTICE THEREOF

WHEREAS, by Resolution No. 176-90, adopted June 19, 1990, and to be amended by Resolution on November 21, 2017, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Downtown (f/k/a District One) Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Scott County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Ascentra Credit Union (the "Developer"), a multi-state business, in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Urban Renewal Area, as defined and legally described in the Agreement and locally referred to as "Town Square" (the "Development Property") and consisting of the construction of a 36,000 square foot commercial building on the Development Property to be used as Developer's home office, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement contemplates the City will complete certain Public Improvements described therein on the Development Property; and

WHEREAS, the Agreement further proposes that the City will make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$2,000,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$9,090,000; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, the Agreement also involves the transfer of land between the parties including the City transferring the Development Property to Developer for \$750,000 while retaining the right to reacquire certain unused portions thereof from the Developer, and Developer transferring its existing property in the Area to the City for \$1,150,000, all subject to the terms and conditions of the Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6 and 364.7 of the City Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BETTENDORF IN THE STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at 7:00 P.M. on November 21, 2017, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Ascentra Credit Union.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF BETTENDORF IN THE STATE OF IOWA, ON
THE MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH ASCENTRA CREDIT
UNION, WHICH INVOLVES THE POTENTIAL TRANSFER
OF LAND TO A MULTI-STATE BUSINESS FOR
DEVELOPMENT OF A HOME OFFICE, AND THE HEARING
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Bettendorf in the State of Iowa, will hold a public hearing on November 21, 2017, at 7:00 P.M. in the Council Chambers, City Hall, 1609 State Street, Bettendorf, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Ascentra Credit Union (the "Developer"), a multi-state business.

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Downtown Urban Renewal Area as defined and legally described in the Development Agreement and locally referred to as "Town Square" (the "Development Property"), consisting of the construction of a 36,000 square foot commercial building on the Development Property to be used as Developer's home office, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement would further obligate the City to construct certain Public Improvements described therein on the Development Property.

The Agreement would further obligate the City to make up to twenty (20) consecutive semi-annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to the Iowa Code Section 403.19 and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$2,000,000, or the amount accrued under the formula outlined in the proposed Development Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$9,090,000.

The Agreement also involves the transfer of land between the parties including the City transferring the Development Property to Developer for \$750,000 while retaining the right to reacquire certain unused portions thereof from the Developer, and Developer transferring its

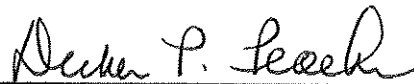
existing property in the Area to the City for \$1,150,000, all subject to the terms and conditions of the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Bettendorf, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Bettendorf in the State of Iowa, as provided by Section 364.6 and 364.7 of the City Code of Iowa.

Dated this 17th day of OCTOBER, 2017.



Debra P. Seebach
City Clerk, City of Bettendorf in the State of
Iowa

(End of Notice)

PASSED AND APPROVED this 17th day of October, 2017.

Res. J. Llyb
Mayor

ATTEST:

Debra P. Leach
City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF SCOTT

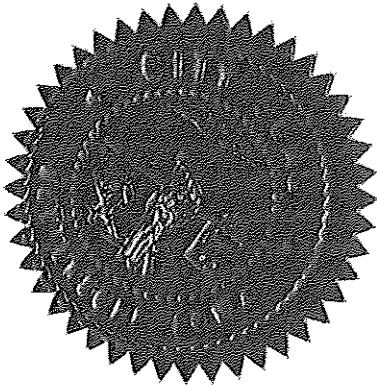
)

I, the undersigned City Clerk of the City of Bettendorf, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17th day of OCTOBER, 2017.

Diana P. Beach

City Clerk, City of Bettendorf, State of Iowa



DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into between the City of Bettendorf, Iowa, an Iowa Municipal Corporation (“City”), and Ascentra Credit Union (f/k/a Alcoa Employees Credit Union), an Iowa 501(c)(14) State Chartered Credit Union (“Ascentra”), as of the ____ day of _____, 2017.

RECITALS

WHEREAS, Ascentra will acquire from the City certain property, more specifically described on Exhibit “A” attached hereto (the “Property”), which is located within the Downtown Urban Renewal Area and upon which Ascentra intends to redevelop a “Project” on the Property; and

WHEREAS, the City will acquire from Ascentra certain property more specifically described on Exhibit “A-1” (the “Ascentra Property”), which is located within the Downtown Urban Renewal Area;

WHEREAS, Ascentra is a multistate business and desires to construct its home office on the Property;

WHEREAS, the Project will not occur without financial assistance from the City of Bettendorf;

WHEREAS, under Chapter 15A of the Iowa 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 the tax base increased as a result of the Agreement signed herein;

WHEREAS, under Chapter 403 of the Iowa 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 Iowa Code 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. Ascentra Obligations.

1.1 Ascentra shall purchase the north parcel of the Property (as specifically identified on Exhibit “A”) from the City for the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00), and the south parcel of the Property (as specifically identified on Exhibit A, and also set forth on Exhibit “A-2”) from the City for the amount of One Dollar (\$1.00). Closing on the purchase of the Property is anticipated to take place by December 31, 2017. Ascentra shall undertake future development work, consisting of but not limited to the construction and development of new buildings for commercial or mixed uses on the Property, 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.

1.2 Ascentra agrees that any buildings constructed on the Property during the term of this Agreement shall adhere to the design and performance standards identified in any governing overlay district with design standards being incorporated into the development plan. The parties recognize that this is a highly visible site and as such, the parties agree that it shall be developed in an attractive, consistent manner, commensurate with the City’s established Downtown Master Plan.

1.3 Ascentra shall develop the Property, subject to obtaining all necessary approvals, as follows: New construction of an office building containing a minimum of Thirty Six Thousand (36,000) square feet, including first floor or grade level commercial use. The Property will initially include a parking lot on that portion of the Property described on Exhibit "A-2" (the "Parking Lot").

1.4 At such time as the City constructs, or causes to be constructed, alternative public parking structure or lot on a parcel directly adjacent to the Property (for clarity, this includes parcels adjacent to the Property, but does not include parcels north of Grant Street), with an equivalent or greater number of no-charge stalls as Ascentra constructed on its Property, upon the City's discretion and agreement of the parties, and upon execution of standard conveyance documents, Ascentra will convey the south parcel of the Property containing the Parking Lot it constructed back to the City for One Dollar (\$1.00). This restriction shall run with the land and conveyance documents will be drafted accordingly. At no time, however, shall Ascentra be required to convey the Parking Lot to the City, except as set forth herein. This conveyance is contingent on the City providing Ascentra with guaranteed usage of sufficient parking stalls without charge in its alternative parking structure or lot for all Ascentra employees primarily officed at the Property.

1.5 Over the term of this Agreement at least twenty (20) new jobs will be created in the City of Bettendorf as a result of the Project.

Section 2. City Obligations.

2.1 In order for the redevelopment of the Property to occur, the City shall grant, transfer and convey the Property to Ascentra by Special Warranty Deed and complete, or cause to be completed, the following work, the same of which is depicted on Exhibit "B", attached hereto and incorporated herein by reference: (a) burial of utility lines currently existing on the Property, at an estimated cost of \$110,000; and, (b) relocation of the mast arm and infrastructure of the traffic signal (including the traffic cabinet and non-mast arm infrastructure) to the northwest corner of 21st and Grant Streets, at an estimated cost of Eighty-Two Thousand Dollars (\$82,000). Said work shall be commenced within 90 days of the execution of this Agreement and diligently pursued to completion, and shall be at the City's sole cost and expense. Ascentra shall be under no obligation to commence or complete the development work until the City has met its obligations hereunder.

2.2 The parties acknowledge that Ascentra may request that the City's Comprehensive Plan, land use map, and zoning map be amended to allow for development within the Property. Any such requests will be received and addressed in accordance with applicable law, including, but not limited to, the Bettendorf City Code.

2.3 The City shall purchase the existing Ascentra Property from Ascentra on an as-is basis for the amount of One Million, One Hundred Fifty Thousand Dollars (\$1,150,000.00). The purchase price of the Ascentra Property shall be paid to Ascentra as follows (a) Seven Hundred Fifty Thousand Dollars (\$750,000.00) on or before June 30, 2018; and (b) additional consideration in the amount of Four Hundred Thousand Dollars (\$400,000) to be paid at the closing on the Ascentra Property, such closing to take place at a time and place agreed upon by the parties. Ascentra shall have thirty (30) days to vacate the Ascentra Property following receipt of the Certificate of Occupancy for the Property and shall grant, transfer, and convey the Ascentra Property to City by Warranty Deed at the closing. Such closing will be contingent on execution of standard real estate conveyance documents.

2.4 For so long as Ascentra's home office is located on the Property, to the fullest extent allowed by law, the City agrees it will not develop the Ascentra Property to incorporate a bank or credit union and no ATM shall be placed on the Ascentra Property without the prior written consent of Ascentra, which such consent shall be given in Ascentra's sole discretion. This restriction shall run with the land.

Section 3. Economic Development Payments.

The City agrees to make tax increment rebate payments (“TIF Rebate”) to Ascentra in support of this Project. The TIF Rebate shall be paid only from the tax incremental revenues derived from the Project, pursuant to this Section 3 and Chapters 15A and 403 of Iowa Code. For the purposes of this Agreement, the tax incremental revenues derived from the Project shall mean only the taxes available for division by the County and remitted to the City under the Urban Renewal Law in excess of the base year assessment for the Property.

Ascentra shall be entitled to the TIF Rebate that accumulates for the entire Property (north and south parcels), regardless of changes in ownership of any individually platted lots until such time as the City reacquires the portion of the Property containing the Parking Lot (as set forth on Exhibit “A-2”), Ascentra shall then be entitled to the TIF Rebate only on the north parcel of the Property. It shall be up to the Ascentra to determine whether the TIF Rebate shall pass through to the individual lot owners on the north parcel

The TIF Rebates shall be made on December 1st and June 1st of each fiscal year, and shall continue for a maximum period of (10) fiscal years of taxes. The mutually agreed upon maximum sum total of TIF to be rebated to Ascentra is Two Million Dollars (\$2,000,000.00) payable in installments over a maximum of a ten (10) year period (for avoidance of doubt, twenty (20) full semi-annual payments). Ascentra acknowledges that each TIF Rebate payment to be paid to Ascentra according to this Section 3 is wholly contingent upon and shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Property. The City makes no assurance that Ascentra will receive TIF Rebates which reach the ten-year aggregate maximum of \$2,000,000.

On or about November 1st of each year, Ascentra 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. On December 1st of each year, and based upon Ascentra’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 obligation of the City to make any TIF Rebate in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement by Ascentra, including, but not limited to, the employment obligations in Section 1.5 of this Agreement and payment of property taxes; and
- b. timely filing by Ascentra of the Annual Certifications required above and the Council's approval thereof.

The TIF Rebate shall begin when Ascentra provides notice to the City that certification to the county auditor is appropriate. Said notification by Ascentra shall not occur until all necessary zoning and site plan review processes have been completed. The TIF Rebates to the Ascentra are subject to the timely payment of property taxes by Ascentra or other owners of the Property.

Pursuant to the terms of Iowa Code section 403.6(19), Ascentra shall execute a Minimum Assessment Agreement for the Property in the amount of Nine Million Ninety Thousand Dollars (\$9,090,000.00) effective upon substantial completion of the Project but in no event later than January 1, 2019. The Minimum Assessment Agreement will contemplate that at such time as the City reacquires the portion of the Property containing the Parking Lot, the minimum assessment of \$9,090,000 shall apply to

the north parcel of the Property. 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.

This Agreement shall terminate the earlier of the date of the 20th semi-annual TIF Rebate is paid or the date the aggregate maximum TIF Rebate amount is reached, unless this Agreement is terminated earlier pursuant to its terms.

Section 5. Right of Non-Appropriation.

The TIF Rebates shall be payable from and secured solely and only by amounts deposited and held in the applicable tax increment revenue fund of the City under Iowa Code 403.19 and derived from the Property. The TIF Rebates shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received by the City under chapter 441.21A and any monies received back by the City under chapter 426C relating to the Business Property Tax Credit shall not be used to pay TIF Rebates to Ascentra.

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 Ascentra 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 Ascentra's right to receive the TIF Rebate hereunder may be assigned by Ascentra to a private lender, as security, or to another entity which is controlled by Ascentra, without further action on the part of the City. The City agrees not to unreasonably withhold its permission upon receipt of a request from Ascentra 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.

Section 10. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11. Entire Agreement.

This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

The City and Ascentra 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.

[Signature Page Follows]

CITY OF BETTENDORF

By:
Its: Mayor

Attested by:

By:
Its: City Clerk

ASCENTRA CREDIT UNION

By:
Its:

EXHIBIT "A"

Legal Description of the "Property"

(to be inserted here)

EXHIBIT "A-1"

Legal Description of the "Ascentra Property"

(to be inserted here)

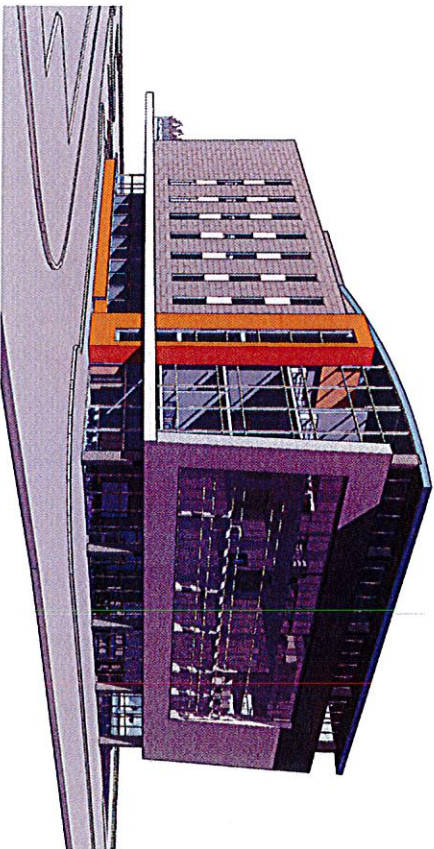
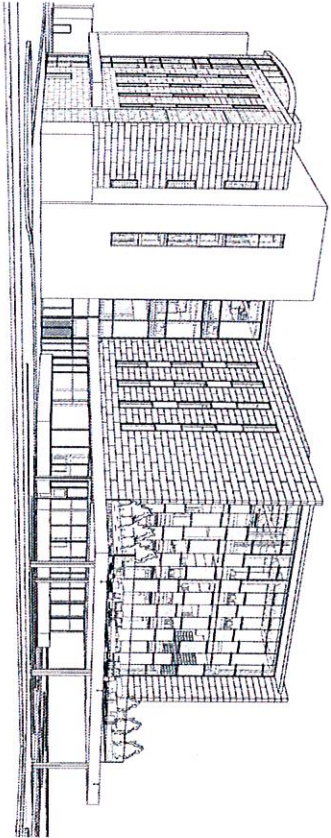
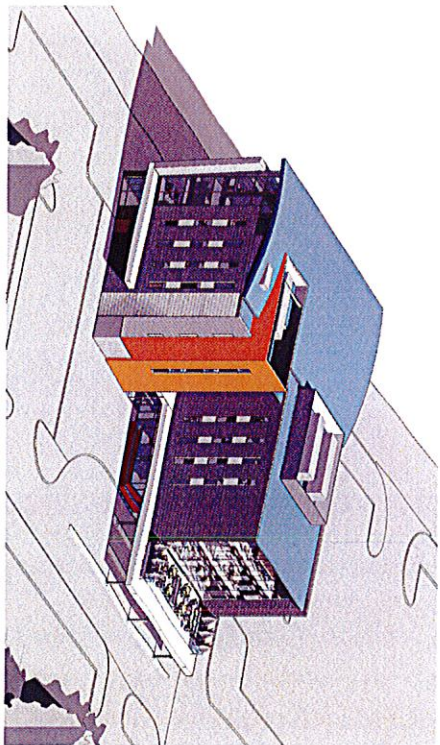
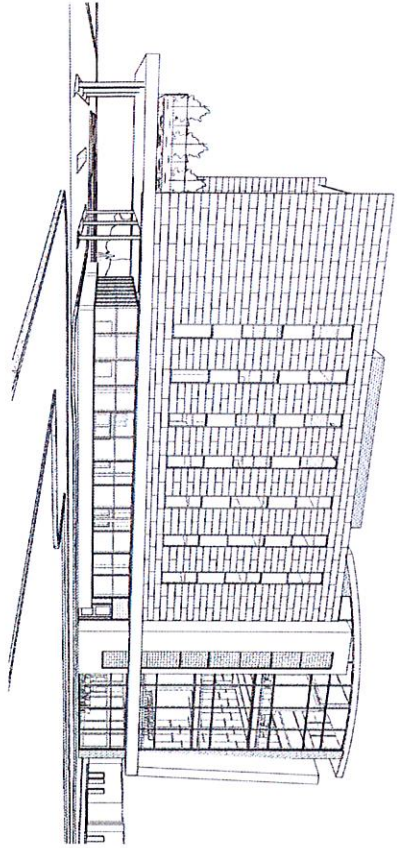
EXHIBIT "A-2"

Legal Description of portion of the Property containing the "Parking Lot"

(to be inserted here)

EXHIBIT "B"

(to be inserted here)



PROJECT CHEDDAR
PROJECT CHEDDAR

PERSPECTIVES

⊕ 06.16.17
LEGATAR ARCHITECTS
RESIDENTIAL | PERFORMANCE | DESIGN

Legal Architects
1101 St. Louis Ave. St.
P.O. Box 1111
St. Louis, MO 63103
www.legalarch.com

Old Dominion University
1400 Old Dominion
Road, Norfolk, VA 23516
P: 757.683.7775
F: 757.683.7775
www.legatarch.com

Structural Engineer Name
John Kavanagh, PE
Professional Seal
www.legatarch.com

MEP/EFP Engineer Name
LEGAT ARCHITECTS
1101 St. Louis Ave. St.
P.O. Box 1111
St. Louis, MO 63103
www.legatarch.com

Technology Engineering Name
LEGAT ARCHITECTS
1101 St. Louis Ave. St.
P.O. Box 1111
St. Louis, MO 63103
www.legatarch.com

Acoustic Engineer Name
Acoustic Systems, Inc.
10000 Woodloch Forest Dr.
Suite 100
St. Louis, MO 63114
www.legatarch.com

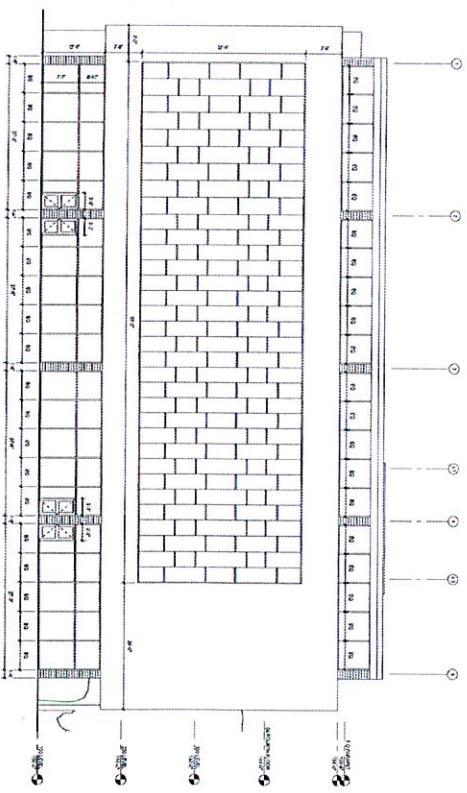
Field Service Control Name
LEGAT ARCHITECTS
1101 St. Louis Ave. St.
P.O. Box 1111
St. Louis, MO 63103
www.legatarch.com

NO. 1	DATE	REVISION

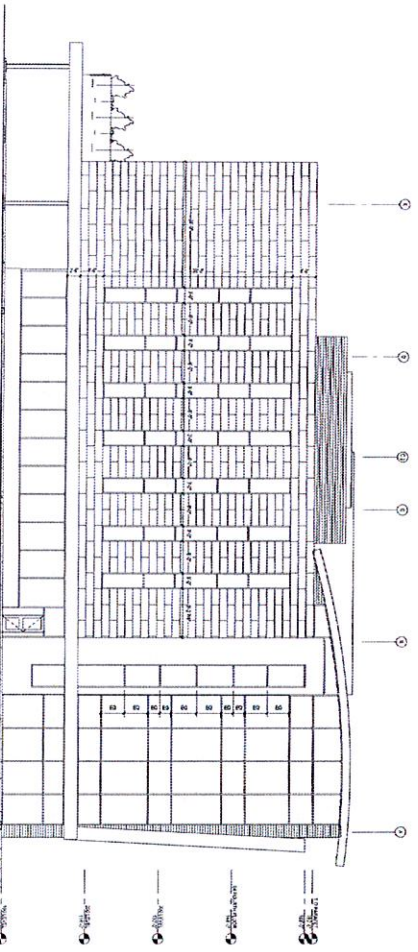
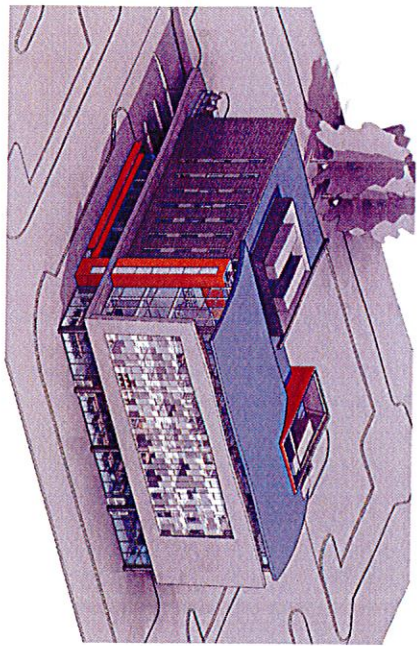
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SHEET NO.	06 OF 12
DATE	08/20/12

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EXTENSIONS
*100' ± *

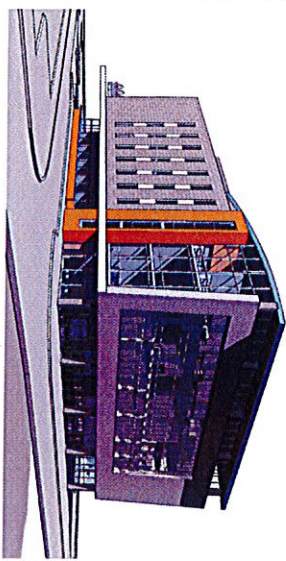
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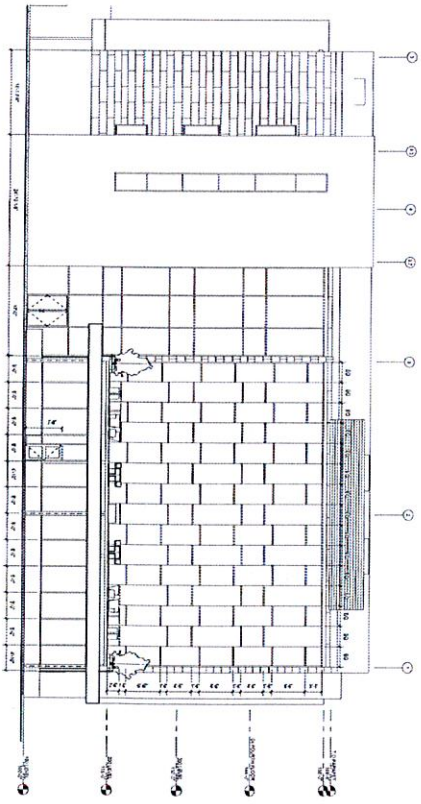
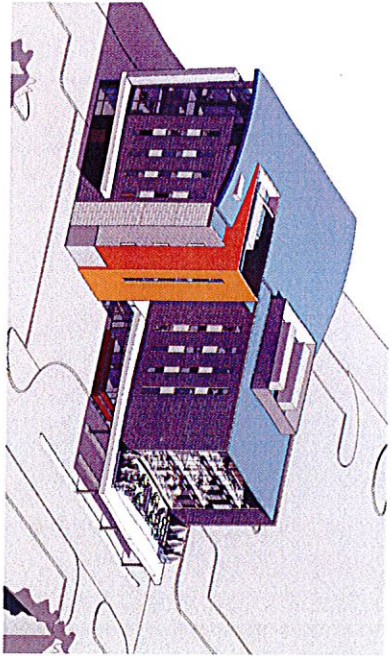


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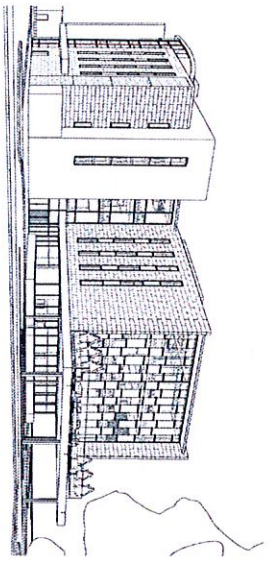


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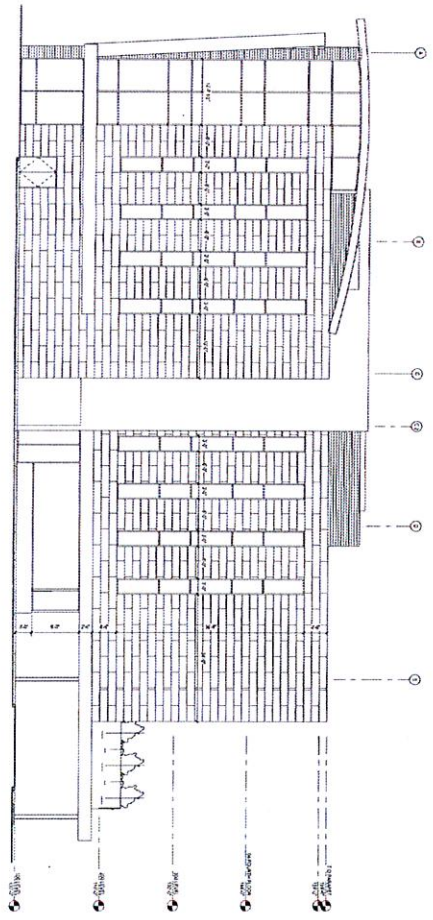




1 NORTH ELEVATION - EASTERN



2 NORTH ELEVATION - WESTERN



3 BUILDING ELEVATION - SOUTH

4 BUILDING ELEVATION - WEST

LEGATNY ARCHITECTS
 ARCHITECTS & INTERIORS INC.

PROJECT
 CHEDDAR

PROJECT
 CHEDDAR

1321 MAIN STREET

ARCHITECT
 Legal Architects
 4100 Park Ave. Suite 200
 Toronto, Ontario M3J 2K9
 Tel: 416-491-2222
 Fax: 416-491-2223
 www.legalarch.com

DATE OF PRELIMINARY ARCHITECTURAL DRAWING
 2012-07-10

DATE OF DESIGN
 2012-07-10

STRUCTURAL ENGINEER NAME
 JUD KOSKOVIC, P.Eng.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 AURORA, ONTARIO L4G 1V7
 www.amsd.com

MERPP ENGINEER NAME
 MERPP ENGINEERING INC.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 AURORA, ONTARIO L4G 1V7
 www.merpp.com

TECHNOLOGY ENGINEER NAME
 Technology Architects Inc.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 AURORA, ONTARIO L4G 1V7
 www.ta.com

ACOUSTIC ENGINEER NAME
 Acoustic Design Inc.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 AURORA, ONTARIO L4G 1V7
 www.acousticdesign.com

FOOD SERVICE ENGINEER NAME
 Food Service Engineers Inc.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 AURORA, ONTARIO L4G 1V7
 www.fse.com

A-202
 Not For Construction